

CITY OF HAYSVILLE

Agenda

January 8, 2024

CALL TO ORDER

ROLL CALL

INVOCATION BY: Kurt Henson, Haysville Christian Church

PLEDGE OF ALLEGIANCE

PRESENTATION AND APPROVAL OF MINUTES

- A. [Minutes of December 28, 2023](#)

ADMINISTRATION OF OATH OF OFFICE

ITEM #1 CITIZENS TO BE HEARD

- A. Chad Parasa, Executive Director of WAMPO Re: Role of WAMPO
- B. Ken Boote, 6603 S. Broadway

ITEM #2 APPROVAL OF LICENSES AND BONDS

- A. [Cereal Malt Beverage License](#)

ITEM #3 INTRODUCTION OF ORDINANCES AND RESOLUTIONS

- A. [AN ORDINANCE REZONING REAL PROPERTY LOCATED WITHIN THE CITY OF HAYSVILLE, KANSAS AND AMENDING THE OFFICIAL ZONING MAP OR MAPS OF THE CITY TO REFLECT SUCH AMENDMENT, ALL PURSUANT TO THE ZONING REGULATIONS OF THE CITY.](#)
- B. [AN ORDINANCE AMENDING AND UPDATING THE COMPREHENSIVE PLAN OF THE CITY OF HAYSVILLE, KANSAS AND REPEALING CONFLICTING PREVIOUSLY ADOPTED SECTIONS OF THE COMPREHENSIVE PLAN OF THE CITY OF HAYSVILLE, KANSAS.](#)
- C. [AN ORDINANCE AMENDING CHAPTER 16A, THE ZONING REGULATIONS OF THE CITY OF HAYSVILLE, KANSAS AND AMENDING THE OFFICIAL ZONING MAP OR MAPS OF THE CITY TO REFLECT SUCH AMENDMENTS, ALL PURSUANT TO THE ZONING REGULATIONS OF THE CITY.](#)
- D. [A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 23-02 OF THE CITY OF HAYSVILLE, KANSAS, WHICH DETERMINED THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF HAYSVILLE, KANSAS \(PAVING IMPROVEMENTS/WHEATLAND VILLAGE ADDITION-PHASE 1\).](#)
- E. [A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 23-03 OF THE CITY OF HAYSVILLE, KANSAS, WHICH DETERMINED THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF HAYSVILLE, KANSAS \(SANITARY SEWER IMPROVEMENTS/WHEATLAND VILLAGE ADDITION-PHASE 1\).](#)

- F. A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 23-04 OF THE CITY OF HAYSVILLE, KANSAS, WHICH DETERMINED THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF HAYSVILLE, KANSAS (WATER IMPROVEMENTS/WHEATLAND VILLAGE ADDITION-PHASE 1).
- G. A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 23-05 OF THE CITY OF HAYSVILLE, KANSAS, WHICH DETERMINED THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF HAYSVILLE, KANSAS (PAVING IMPROVEMENTS-COLLECTOR STREET/WHEATLAND VILLAGE ADDITION).
- H. A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 23-06 OF THE CITY OF HAYSVILLE, KANSAS, WHICH DETERMINED THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF HAYSVILLE, KANSAS (STORM WATER DRAIN IMPROVEMENTS/WHEATLAND VILLAGE ADDITION).
- I. A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 23-07 OF THE CITY OF HAYSVILLE, KANSAS, WHICH DETERMINED THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF HAYSVILLE, KANSAS (WATER MAIN IMPROVEMENTS/WHEATLAND VILLAGE ADDITION).

ITEM #4 NOTICES AND COMMUNICATIONS

- A. Governing Body Announcements
- B. Sedgwick County Fire Department Station 34 Monthly Report
- C. Economic Development Quarterly Report
- D. Park Board Annual Report
- E. Recreation Department Annual Report
- F. Senior Center Annual Report
- G. Police Department Annual Report

ITEM #5 OLD BUSINESS

ITEM #6 OTHER BUSINESS

- A. Selection of President of Council
- B. Consideration of Changes to the Land Use Map
- C. Consideration of Agreement with Sedgwick County Re: Senior Center
- D. Consideration of Bids for Survey Equipment

ITEM #7 DEPARTMENT REPORTS

- A. Administrative Services – Georgie Carter
- B. City Clerk – Angie Millsbaugh

- C. [Police – Jeff Whitfield](#)
- D. [Public Works – Tony Martinez](#)
- E. Recreation – Rob Arneson

ITEM #8 APPOINTMENTS

- A. Appointment of Danny Walters to Historic Committee as Mayor’s Designee
- B. Municipal Judge – Terry Beall
- C. City Attorney – Josh Pollak
- D. City Prosecutor – Denise Donnelly-Mills
- E. Chief Administrative Officer – Will Black
- F. Deputy Administrative Officer – Georgie Carter
- G. City Clerk/Treasurer – Angie Millspaugh
- H. Chief of Police – Jeff Whitfield
- I. Public Works Director – Tony Martinez
- J. Recreation Director – Rob Arneson

ITEM #9 OFF AGENDA CITIZENS TO BE HEARD

ITEM #10 EXECUTIVE SESSION

ITEM #11 REVIEW OF EXPENDITURES

ITEM #12 CONSENT AGENDA

- A. [Temporary Special Event Permit Application for Consumption on Public Property
Re: Haysville Recreation Trivia Night](#)
- B. [Agreement with Steel Scarecrow for Stage Entertainment at the Fall Festival](#)

ITEM #13 COUNCIL ITEMS

- A. Council Concerns
- B. Council Action Request Updates
 - a. [7106 S. Broadway Avenue](#)

ITEM #14 ADJOURNMENT

CITY OF HAYSVILLE

Regular City Council Meeting

Minutes

December 28, 2023

CALL TO ORDER

The regular meeting of the Haysville City Council was called to order at 6:00 p.m. by Mayor Russ Kessler in the Haysville Municipal Building, 200 West Grand Avenue.

ROLL CALL

Present: Justin Bruster, Danny Walters (via Zoom), Bob Rardin, Pat Ewert, Janet Parton, and Dale Thompson

Absent: Dan Benner and Steve Crum

PLEDGE OF ALLEGIANCE

PRESENTATION AND APPROVAL OF MINUTES

A. The minutes of the December 11, 2023, Regular City Council Meeting were presented for approval.

Motion by Rardin, seconded by Ewert, to accept the minutes as published. Motion carried by the following vote:

Yes: Bruster, Rardin, Ewert, Thompson

Abstain: Walters, Parton

ITEM #1 CITIZENS TO BE HEARD

There were no citizens present.

ITEM # 2 REVIEW OF EXPENDITURES

A. Mayor Kessler presented the Summary of December Expenditures.

Motion by Ewert, seconded by Thompson, to receive and file the December Expenditures. The motion carried by the following vote:

Yes: Bruster, Walters, Rardin, Ewert, Parton, Thompson

ITEM #3 YEAR END ACCOUNTING

A. Mayor Kessler presented for approval the Year End Encumbrances.

Motion by Rardin, seconded by Ewert, to approve the Year End Encumbrances. The motion carried by the following vote:

Yes: Bruster, Walters, Rardin, Ewert, Parton, Thompson

B. Mayor Kessler requested authorization for staff to pay any unanticipated invoices dated 2023 and received after year end.

Motion by Parton, seconded by Thompson, to authorize staff to pay any unanticipated invoices dated 2023 and received after year end. The motion carried by the following vote:

Yes: Bruster, Walters, Rardin, Ewert, Parton, Thompson

ITEM #14 ADJOURNMENT

Motion by Parton, seconded by Ewert, to adjourn. The motion carried by the following vote:

Yes: Bruster, Walters, Rardin, Ewert, Parton, Thompson

The Regular City Council Meeting ended at 6:03 p.m.

Angela Millspaugh, City Clerk/Treasurer



MEMORANDUM

TO: Honorable Mayor Russ Kessler; City Council
FROM: Trish Greer, Administrative Secretary
DATE: January 8, 2024
RE: New Cereal Malt Beverage

The following business has made application for their Cereal Malt Beverage License license:

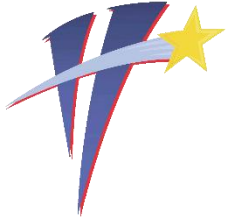
Leeker's Family Foods – 201 N. Main St.

All requirements have been met and fees have been paid. Approval is recommended.

Sincerely,

Trish Greer
Administrative Secretary
City of Haysville





CITY OF HAYSVILLE, KANSAS

PLANNING/ZONING DEPARTMENT- 200 W. GRAND AVE., P.O. BOX 404
HAYSVILLE, KANSAS 67060 - (316) 529-5900 (316) 529-5925 - FAX

MEMORANDUM

TO: The Honorable Russ Kessler, Mayor
Haysville City Council Members

FROM: Haysville Planning Commission,
Jonathan Tardiff, Planning and Zoning Administrator

SUBJECT: Zone Change “HC” Heavy Commercial to “SF” Single-Family District

DATE: January 8, 2024

On December 14, 2023, the Haysville Planning Commission held a public hearing to consider a Zone Change from “HC” Heavy Commercial to “SF” Single-Family of property located at Lot 1, Block A of the Shook Addition to Haysville, Sedgwick County, Kansas.

The following action was taken at the meeting:

Motion by Coleman
Second by Aziere

To approve the zone change request from “HC” Heavy Commercial to “SF” Single-Family of property located at Lot 1, Block A of the Shook Addition to Haysville, Sedgwick County, Kansas as recommended.

Blood aye, Rinke absent, Aziere aye, Coleman aye, Adkins absent, Williams aye.
Motion carried.

The governing body may take one of the following three actions when the Planning Commission submits a recommendation for approval or disapproval of a zone change request:

- Approve Planning Commission’s recommendation by ordinance by a simple majority (5 votes).
- Deny the planning commissioners’ recommendation by a super majority vote. (6 votes)
- Return the recommendation to the Planning Commission with a statement specifying the basis for the governing body’s failure to approve or disapprove by a simple majority vote (5 votes)



Haysville Planning Commission Staff Report

AGENDA ITEM: IV-A

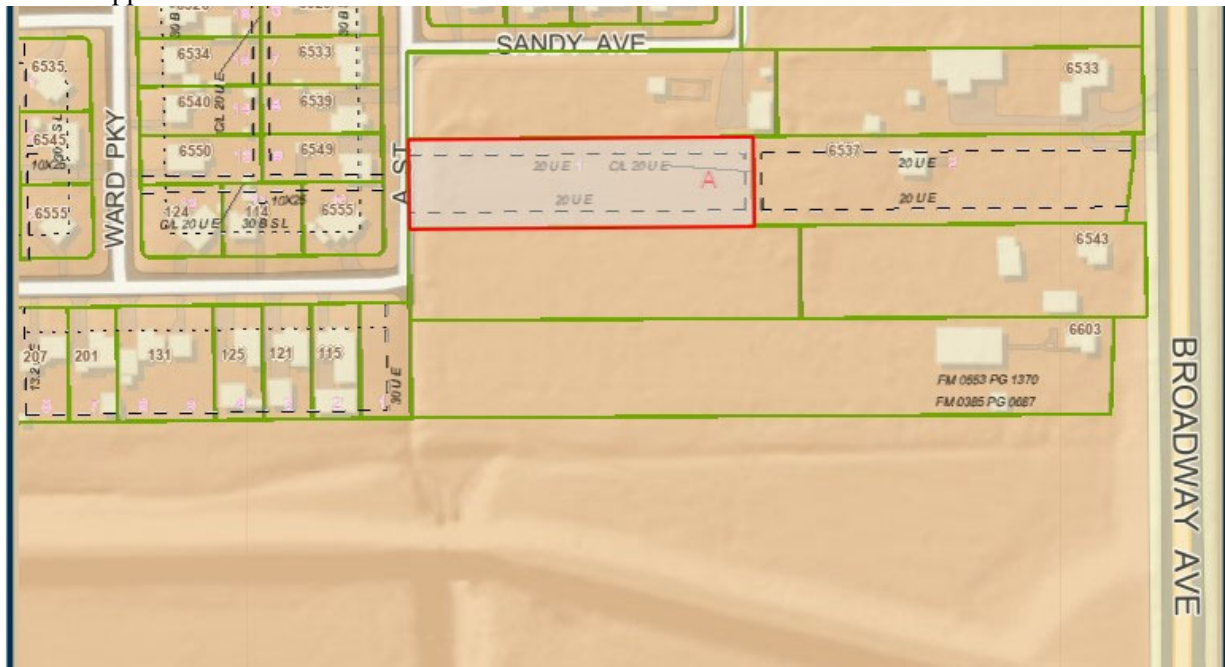
Subject: Zone Change Request from “HC” to “SF”
Case Number: ZON2023-01
Meeting Date: December 14, 2023
Presented By: Jonathan Tardiff, Planning and Zoning Administrator
Public Hearing: Required, to be held by Planning Commission

ANTICIPATED MEETING SCHEDULE

<i>Body</i>	<i>Meeting Date</i>	<i>Action</i>
Planning Commission	12/14/2023	Hold required public hearing. Recommendation for approval, approval with modifications, or denial of the proposal. This recommendation is forwarded to the City Council.
City Council	1/8/2024	Adopt the recommendation of the Planning Commission as presented, override the recommendation, or return the recommendation to the Planning Commission (1 st reading of ordinance).

AREA MAP

Area of application is outlined in red below:



BACKGROUND INFORMATION

The applicant had the property platted into 2 Lots of the Shook Addition to Haysville on August 17, 2021.

The applicant has applied for a Zone Change from “HC” Heavy Commercial to “SF” Single Family Dwelling District of Lot 1, Block A of the Shook Addition to Haysville.

Public hearing notices were mailed on November 16, 2023, to all owners of property located within 200 feet of the subject property. On November 16, 2023, a notice of a public hearing was published in the official newspaper of the City, The Times Sentinel.

Legal Considerations

Findings of Fact: Section 700B of the Zoning Regulations provides specific matters for the consideration by the Planning Commission when approving or not approving a rezoning request for a specific property. The Planning Commission may find that not all factors are relevant to this zone change request. Matters that are determined by the Planning Commission to be important will be the basis for the Planning Commission’s recommendation. In order to properly make a recommendation to the City Council, the Planning Commission must make specific and substantiated findings supporting its recommendation.

1. ZONING USES AND CHARACTER OF THE NEIGHBORHOOD: *(Factual description of the application area and surrounding property as to existing zoning, land uses, general condition, age of structures, etc.).*
 - The subject property is vacant and not being used.
 - Adjacent properties are zoned for ‘SF’ Single Family to the North and West, and ‘HC’ Heavy Commercial to the South and East.
 - It is not uncommon for this area to be ‘SF’ Single Family Dwelling District.

2. SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED: *(How is the property currently zoned and what uses are allowed on the property? Are these uses suitable given surrounding zoning and site criteria? Are the current allowed uses the only ones that might be appropriate for this property?)*
 - The property is currently zoned “HC” Heavy Commercial.
 - The uses permitted in the “SF” Single Family Dwelling District are suitable for the site and are compatible with surrounding zoning and land uses.

3. EXTENT TO WHICH REMOVAL OF THE RESTRICTIONS WILL DETRIMENTALLY AFFECT NEARBY PROPERTY: *(Can the uses allowed in the requested district be good neighbors to existing development? This is a subjective question. The focus should be on facts, not fears, and should be based on issues that zoning can address (e.g. allowed uses, minimum lot size, height, setbacks, traffic generation, landscaping, and screening, use limitations, etc.))*
 - The property is currently zoned Heavy Commercial and is adjacent to a Single Family Residential District.
 - Staff does not foresee any detrimental impacts to nearby property if the request is granted, and the property has been platted.

4. LENGTH OF TIME SUBJECT PROPERTY HAS REMAINED VACANT AS ZONED: *(Factual information, but its importance may be somewhat subjective. A property may be vacant because the current zoning is unsuitable, but there may be other reasons not related to zoning. Some examples might be a large availability of property of the same zoning district, financing problems, land speculation, fragmented ownership, lack of available public services, or other development problems.)*
 - The property has remained vacant even before being platted in August 2021.

5. RELATIVE GAIN TO THE PUBLIC HEALTH, SAFETY AND WELFARE AS COMPARED TO THE LOSS IN VALUE OR THE HARDSHIP IMPOSED UPON THE APPLICANT: *(The protection of public health, safety and welfare is the basis for zoning. The relationship between the property owner’s right to use and obtain value from their property and the City’s responsibility to its citizens should be weighed.)*
 - The health, safety, and welfare matters associated with the proposed “SF” Single

Family Residential should not be significantly different than those associated with the surrounding “SF” Single Family Residential.

6. CONFORMANCE OF THE REQUESTED CHANGE TO THE ADOPTED OR RECOGNIZED COMPREHENSIVE PLAN: *(Does the request agree with the adopted plan recommendations? If not, is the plan out-of-date, or are there mitigating circumstances which speak to the nonconformity?)*

- Haysville’s Land Use Plan is currently being updated and will identify the property as residential and does not differentiate between economic development and housing choices.
- The Comprehensive Plan provides the following goal for Housing.
 - Provide a variety of housing choices for current and future populations.

7. IMPACT OF THE PROPOSED DEVELOPMENT ON COMMUNITY FACILITIES: *(Are water and sewer available for extension? How are roads impacted? Can other community facilities (e.g. police, fire, parks, libraries, schools) handle the increased development? Should be based on factual information referencing standards used to make the determination.)*

- Municipal water and sewer are available to the property.
- Municipal services such as police and fire protection are already provided to the area, and no additional burden is anticipated that cannot be accommodated with existing resources.
- This lot is located along A Street, a two-lane street.

8. OPPOSITION OR SUPPORT OF NEIGHBORHOOD RESIDENTS: *(This is just one of the factors to be considered and by itself is not sufficient reason to approve or deny a request.)*

- Comments from area residents are in the comments below.

9. RECOMMENDATION OF STAFF: *(Should be based on the proceeding eight factors, adopted plans and policies, other technical reports (e.g. Capital Improvement Program, facility master plans, etc.) which speak to the topic, and staff’s best professional judgment.)*

Staff recommends approval of the zone change request as requested.

RECOMMENDED ACTION

Staff recommends approval of the zone change request

Recommended Motion:

Approve the request to change the zoning classification of property located at Lot 1, Block A, of the Shook Addition to Haysville, Sedgwick County, Kansas from “HC” Heavy Commercial to “SF” Single Family Dwelling District based on the findings of fact and forward a recommendation of approval to the City Council.

PUBLIC REVIEW

The public hearing notice was published on November 16, 2023. Any written record of the comments received as of December 8, 2023, is attached. Comments received after this date will be distributed at the meeting.

ATTACHMENTS

Application
Letter from Mr. Boote
Copy of the Public Hearing Notice

COMMENTS

- 11/30/23 – Ken Boote called and wanted to discuss the zone change north of his property. Staff talked to him and his main concern was a home being built next to a loud business.
- 12/11/23 – Mr. Boote dropped off a letter voicing his concerns about the proposed zone change.

HAYSVILLE PLANNING COMMISSION/BOARD OF ZONING APPEALS

Minutes

December 14, 2023

The regular Planning Commission Meeting was called to order by Chairperson Tim Aziere at 6:00 p.m. in the Council Chambers at the Haysville Municipal Building, 200 W. Grand.

Those members present were: Jeff Blood, Tim Aziere, Debbie Coleman, and Mark Williams. Also present were Planning and Zoning Administrator Jonathan Tardiff, and Deputy Administrator Georgie Carter.

The first item of business was the Minutes of November 9, 2023.

Motion by Williams Second by Coleman.

To approve the minutes as presented.

Blood aye, Rinke absent, Aziere abstain, Coleman aye, Adkins absent, Williams aye.

Motion carried.

Under new business was the public hearing of the Zone Change HC to SF of property located at 6537 S. Broadway.

Aziere read the opening statement to open the public hearing and formally opened the public hearing to consider the proposed zone change from "HC" Heavy Commercial to "SF" Single-Family Residential for property located at Lot 1, Block A of the Shook Addition to Haysville.

Aziere asked the commission if anyone had a conflict of interest in the case. There was none.

Aziere asked the commission if anyone had received any written or electronic communications on this matter. There was none.

Aziere asked for staff to present the staff report.

Tardiff stated that the zone change was for Lot 1, Block A of the Shook Addition to Haysville from heavy commercial to single-family residential and that the property owner wishes to build a home on the property. Tardiff stated that a primary structure must be built before an accessory structure is built and that comments are in the staff report before them. Tardiff stated that staff recommends the approval of the zone change from heavy commercial to single-family and that the applicant is here to answer any questions you may have.

Aziere asked the commission if there were any questions for staff. There was none.

Aziere asked if the applicant wished to speak. Mrs. Barger stated no unless there was a question from the commission. Aziere stated that there was a letter the commission should read from Air Capital with concerns about what they do at their business and if a home being built would create an issue that is not currently present.

Aziere asked Mrs. Barger if she had seen the letter. Mrs. Barger, owner of the property stated that the owner of Air Capital had talked to her about this, but that she was not in a hurry to build on the property and has lived near the property for 55 years with no concerns. Aziere asked Mrs. Barger if she had any concerns moving closer would be louder. Mrs. Barger stated no and that she was just getting her affairs in order since having the property platted and divided in half. Mrs. Barger stated that the owner

of Air Capital seemed fine after having talked to her about his concerns.

Carter stated that there are two properties directly west of the salvage yard that are single-family, and the salvage yard is south of the property in question. Aziere asked if they were all zoned heavy commercial. Carter stated no, the two lots belonging to Mrs. Barger, the salvage yard, and the properties facing Broadway are heavy commercial.

Williams asked if we had approved this property for a zone change. Carter stated yes there had been a lot split, and the property was just recently platted. Mrs. Barger stated that the property goes from Broadway back to A Street and Sandy Street. Mrs. Barger stated her daughter was going to build there, but decided to build elsewhere. Mrs. Barger stated that she wanted to leave the front half heavy commercial, and that when they were going through the platting was asked if they wanted to divide the property into two lots.

Aziere understood that making the back part residential makes sense for the area and that Air Capital's main concern made sense, that if you are not from the area and buy the property not realizing it is next to a salvage yard, and then three months in have an issue with the salvage yard. Aziere stated that for a business being there for fifty years he wasn't trying to create undue hardship for the business by allowing the zone change. Mrs. Barger stated she was in no hurry to build on the property, was just getting her affairs in order, and was not selling the place currently.

Aziere asked for a motion to close the public hearing.
Motion by Coleman Second by Williams to close the public hearing.
Motion passed.

Aziere asked the commission if there was any other discussion. There was none
Aziere asked for a motion.

Motion by Coleman Second by Aziere.
To approve the Zone Change from HC to SF of property located at Lot 1, Block A of the Shook Addition to Haysville presented.
Blood aye, Rinke absent, Aziere aye, Coleman aye, Adkins absent, Williams aye.
Motion carried.

Under new business was the public hearing of the Land Use Map to Haysville, Kansas.

Aziere stated the same rules apply as previously and opened the public hearing and asked staff to present the proposed changes.

Tardiff stated that in the packet before them were the proposed revisions by staff to the land use map with changes as discussed during the workshop in October. Tardiff stated that changes are listed in the memo before them and that he would not read all the changes unless asked to or the commission had any questions regarding the proposed changes. Tardiff stated that two changes staff saw afterward were the East side of Cain Drive changed to industrial, and the neighborhood east of Plaza Drive changed to neighborhood mixed use.

Aziere asked the commission if there were any additions they would like to add. Blood mentioned two properties at the west and northwest corner of 63rd and Broadway should be changed to neighborhood

mixed-use.

Aziere asked the commission if there were any other changes or discussions to the land use map. Blood asked if all the properties south of Emmett would be changed to industrial. Tardiff stated that was correct.

Aziere asked the commission if there were any other questions for staff. There was none.

Aziere stated now was the time for any member of the public to speak. There was none.

Aziere asked for a motion to close the public hearing.

Motion by Coleman Second by Williams to close the public hearing. Motion passed.

Aziere asked for a motion.

Motion by Coleman Second by Williams.

To approve the Land Use Map to Haysville with the revisions mentioned.

Blood aye, Rinke absent, Aziere aye, Coleman aye, Adkins absent, Williams aye.

Motion carried.

Under new business was the public hearing of the Comprehensive Plan to Haysville, Kansas.

Aziere read the opening statement to open the public hearing and asked staff to present the staff report.

Tardiff stated that in the packet before them was a copy of the Comprehensive Plan for the city. References to the South Broadway Corridor Plan were removed throughout the document; On page 2 the population growth was updated; On page 6 the section on Land Use and Growth, the square miles were reduced to 20.43 as this had included the floodway in the previous calculations; On page 8 Bicycle Facilities total miles was updated to 14.62 miles; and on page 18 the number of parks was updated to 17, which include 3 active parks and 14 passive parks. Tardiff stated these were all the recommended changes they had.

Aziere asked the commission if there were any questions for staff. There was none.

Aziere asked if there was any member of the public who wished to speak. There was none.

Aziere asked for a motion to close the public hearing.

Motion by Williams Second by Blood to close the public hearing. Motion passed.

Aziere asked the commission if there was any discussion. There was none.

Aziere asked for a motion.

Motion by Williams Second by Blood.

To approve the Comprehensive Plan to Haysville as presented.

Blood aye, Rinke absent, Aziere aye, Coleman aye, Adkins absent, Williams aye.

Motion carried.

Under new business was the public hearing amending Chap 16 Zoning Regulations.

Aziere opened the public hearing and asked staff to present the staff report.

Aziere asked the commission if anyone had a conflict of interest in the case. There was none.

Aziere asked the commission if anyone had received any written or electronic communications on this matter. There was none.

Aziere asked the staff to present the staff report.

Tardiff stated that in their packet are the proposed amendments to the zoning regulations. Tardiff stated that in Section 200, the following was changed:

- Accessory Apartment definition.
- Added Barndominium back in.
- Added Cargo Container back in.
- Updated Sight/Vision Triangle definition.

Tardiff stated that in Section 400, the following was changed:

- Changed Accessory Apartments changed to conditional use in Office Commercial, Light Commercial, and Heavy Commercial Districts.
- Changed Cemetery to conditional use in all zoning districts.
- Added Convenience Store to permitted use in Office Commercial District.
- Added Microbrewery to permitted use in Office Commercial and Light Commercial District.
- Added Retail, General to permitted use in Hotel and Motel Commercial District.
- Added Riding Academy or Stable changed to permitted use in Light Industrial District.
- Added Short Term Residential to permitted use in Two-Family Residential District with a permit required. Corrected wording: Permit Required.
- Removed Tattooing and Body Piercing Facility as it is included with the Personal Improvement Service definition.
- Changed Tavern and Drinking Establishment to permitted use in Office Commercial District.
- Changed Storage, Outdoor, as a Principal Use to outdoor storage must have an all-weather surface and be screened from adjacent properties and any public roadway, and no inoperable vehicle storage for more than 45 days.
- Changed Vehicle-Storage Yard to conditional use and removed “Provided any area for the purpose of providing space” condition.

Tardiff stated that attached was the draft of the proposed changes to the zoning code, and that these are changes staff caught after updates were made.

Aziere asked the commission if there were any questions for staff. There was none.

Aziere asked the commission if there was any discussion. Blood asked why the drinking establishment's permitted use was not the same as the microbrewery's permitted use. Carter asked where he was looking. Blood stated that the drinking establishment was permitted use in the office commercial district and that the microbrewery was permitted in the office commercial and light commercial district, and that they should be the same.

Aziere asked if a microbrewery allowed drinking. Blood stated that if you are a microbrewery you have to be a drinking establishment. A microbrewery cannot sell a glass of beer as it has to be a drinking establishment on top of being a microbrewery. Aziere stated those two uses need to say the same thing. Aziere asked what the correct use should be. Carter stated that the microbrewery was, and that under Tavern and drinking establishment light commercial as a permitted use needed to be added.

Aziere asked if there were any other questions for staff. There was none.

Aziere asked for a motion to close the public hearing.

Motion by Coleman Second by Blood to close the public hearing.

Aziere asked for a motion.

Motion by Coleman Second by Blood.

To approve the amendments to Chap 16 Zoning Regulations with changes updating Tavern and Drinking Establishment to match Microbrewery as a permitted use in office commercial and light commercial districts.

Blood aye, Rinke absent, Aziere aye, Coleman aye, Adkins absent, Williams aye.

Motion carried.

Under new business was the review of the 2024 Closing Calendar.

Tardiff stated that this was just for them to review and that he had added the January 8 meeting due to a zone change that is coming up, and that this will go before the city council on Monday, February 12.

Aziere asked if the commission needed to vote on this. Tardiff stated no.

Under new business was the review of the 2024 Master Plan Review Calendar.

Tardiff stated that this was just for the commission to review of what was planned for the year.

Aziere asked if the Comprehensive Plan could be moved to October. Tardiff asked if they had to review the Capital Improvement Plan before the Comprehensive Plan. Carter stated that they usually review everything that goes into the Comprehensive Plan first. Aziere asked if this was why there were a lot of public hearings as the land use map was behind. Carter stated yes the land use map was the last one that had a lot of changes to it and took longer this year. Carter stated that the Bike Plan, Park Plan, and Historic Plan have to go before those committees first in March and have Planning review them in June, and next year should go smoother as there should not be any major changes to the Land Use Map or the Comprehensive Plan and may not require a public hearing.

There was no correspondences.

Under off-agenda, Tim Austin with Iron Horse Development was working on the property for development south of 79th Street and Seneca Street that is 43 acres, outside city limits, but is within Haysville's area of influence, and had a few questions before submitting a preliminary plat as he was used to the Wichita and Sedgwick County zoning regulations and subdivision regulations. Mr. Austin stated that he understood that the plat would be in conformance with the county regulations, but saw some differences with city regulations and wanted clarification when the surveyor prepares the plat. Mr. Austin stated that before them was a sketch plat of the area in question and that Mr. Austin had talked to Mr. Wagner with Sedgwick County Sanitary Department about the soils and Mr. Wagner had recommended minimum lot sizes of 2 acres for septic uses. Mr. Austin stated that there is city water that crosses this property and having talked to city staff was thinking that the lots would be served connected with the city public water system which makes sense, and then put the lots on septic's. Mr. Austin asked the commission what the cul-de-sac length should be as the city's subdivision regulations limit the length to 500 feet, but the site is 2,600 feet depth.

Aziere asked the staff if the commission had adopted county regulations for plats outside city limits. Tardiff stated that was correct. Aziere asked Mr. Austin what the county states for cul-de-sac lengths. Mr. Austin stated that it was 1,200 feet for a single dead-end point of access and that the subdivision

to the north is an older 1950s subdivision and it is a single point of access of 2,600 feet. Aziere asked if the county allowed exceptions. Mr. Austin stated yes they do allow exceptions, and that was one of the questions he had for the commission if they would allow exceptions, or Mr. Austin would try to plan for a future second point of access or an easement to cross one of the properties for the street to the north.

Aziere stated they would not get anything going east across the creek unless they purchased something from the south to get there. Aziere stated that if he remembers correctly Mr. Austin could increase the street width, obtain the 2,600 feet, and meet the requirements, and that ultimately it would be the county fire department that would be the yes or no concerning the plat. Aziere stated that he did not have a problem as long as Mr. Austin was meeting all the county requirements.

Mr. Austin asked that so long as they meet the fire department criteria they are good to survey the property. Aziere stated that the commission wants to see residential development here and so long as they are meeting the requirements they are okay and the commission will not stand in their way. Carter stated that during the plating process, the plat will go out to the county and the county make their recommendations, the commission will recommend that the surveyor accommodate the county's changes before final approval. Mr. Austin thanked the commission for the input and would work with his surveyor to have a preliminary plat drawn up with the correct lot size and minimum pad elevations as the area was in a floodplain.

Williams asked where this was located from 79th Street. Mr. Austin stated it was just south of 79th Street and 81st Street before you came to 95th Street.

Motion by Coleman Second by Williams.

To adjourn tonight's meeting.

Blood aye, Rinke absent, Aziere aye, Coleman aye, Adkins absent, Williams aye.

Motion carried.

The meeting adjourned at 6:27 p.m.

THE CITY OF HAYSVILLE, KANSAS

ORDINANCE NO. _____

AN ORDINANCE REZONING REAL PROPERTY LOCATED WITHIN THE CITY OF HAYSVILLE, KANSAS AND AMENDING THE OFFICIAL ZONING MAP OR MAPS OF THE CITY TO REFLECT SUCH AMENDMENT, ALL PURSUANT TO THE ZONING REGULATIONS OF THE CITY.

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

SECTION 1. Having received the recommendation of the City Planning Commission following notice and hearing thereon as provided by law and pursuant to the Zoning Regulations of the City of Haysville, Kansas, the zoning of the following described real property is amended from “HC” Heavy Commercial to “SF” Single Family Residential:

Lot 1, Block A of the Shook Addition to the City of Haysville, Kansas

SECTION 2. The Zoning Regulations of the City of Haysville, Kansas, and the official zoning map of the City of Haysville, Kansas are hereby amended in accordance with Section 1 of this Ordinance.

SECTION 3. Should any section, clause, sentence, or phrase of this ordinance be found to be unconstitutional or is otherwise held invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of the any remaining provisions herein.

SECTION 4. This ordinance shall take effect and be in force from and after its passage and publication once in the City’s official newspaper as provided by State law.

Passed and Approved by the Governing Body of the City of Haysville, Kansas, on this _____ day of _____, 2024.

Approved by the Mayor _____ day of _____, 2024.

Russ Kessler, Mayor

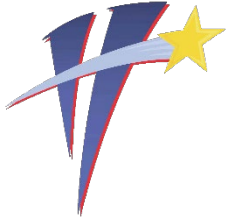
ATTEST:

Angie Millspaugh, City Clerk

Approved as to form:

Joshua Pollak, City Attorney





CITY OF HAYSVILLE, KANSAS

PLANNING/ZONING DEPARTMENT- 200 W. GRAND AVE., P.O. BOX 404
HAYSVILLE, KANSAS 67060 - (316) 529-5900 (316) 529-5925 - FAX

MEMORANDUM

TO: The Honorable Russ Kessler, Mayor
Haysville City Council Members

FROM: Haysville Planning Commission/ Jonathan Tardiff,
Planning and Zoning Administrator

SUBJECT: Comprehensive Plan

DATE: January 8, 2024

On December 14, 2022, the Haysville Planning Commission held a public hearing for the Comprehensive Plan.

Annual Review: An annual review of the Comprehensive Plan is required.

K.S.A. 12-747 (d) At least once each year, the planning commission shall review or reconsider the plan or any part thereof and may propose amendments, extensions, or additions to the same. The procedure for the adoption of any such amendment, extension, or addition to any plan or part thereof shall be the same as that required for the adoption of the original plan or part thereof.

History: The Comprehensive Plan was adopted in 2006 and has been revised from time to time with minor changes, such as: population updates, adding new parks, referencing updated plans, and addressing items that have been completed. This plan was originally developed to guide the City for 2020 anticipated growth. Updates have been made for population projections to 2035, a review took place last year that allowed for public comment.

Recommendation:

- Reference to the South Broadway Corridor Plan was removed throughout the document since it was removed from the zoning regulations this year.
- On page 2 the population growth was updated by 2% from 2020 to 2022.
- On page 6 under the section Land Use and Growth the square miles was reduced to 20.43 square miles from 23.56. This had included the floodway in previous calculations.
- On page 8 under Bicycle Facilities total miles was updated to 14.62 miles.
- On page 18 the number of parks was updated to 17, which includes 3 active parks and 14 passive parks.

- Approve recommended changes to the Comprehensive Plan and submit to Council for final approval.

The following action was taken:

Motion by Williams.

Seconded by Blood.

To recommend approval of the Comprehensive Plan

Blood aye, Rinke absent, Aziere aye, Coleman aye, Adkins absent Williams aye.

Motion carried.

Attached you find the memo to Planning Commission, minutes from the meeting, and a clean and redline version of suggested changes to review.

The governing body may take one of the following three actions:

- Approve Planning Commission's recommendation by ordinance by a simple majority (5 votes).
- Deny the planning commissioners' recommendation by a super majority vote. (6 votes).
- Return the recommendation to the Planning Commission with a statement specifying the basis for the governing body's failure to approve or disapprove by a simple majority vote (5 votes)



Haysville Planning Commission Staff Report

AGENDA ITEM: IV-C

Subject: Comprehensive Plan Amendments 2023-01
Meeting Date: December 14, 2023
Presented By: Jonathan Tardiff, Planning & Zoning Administrator
Public Hearing: Required, to be held by Planning Commission

ANTICIPATED MEETING SCHEDULE

<i>Body</i>	<i>Meeting Date</i>	<i>Action</i>
Planning Commission	12/14/2023	Hold required public hearing. Recommendation for approval, approval with modifications, or denial of the proposal. This recommendation is forwarded to the City Council.
City Council	1/8/2024	Adopt the recommendation of the Planning Commission as presented, override the recommendation, or return the recommendation to the Planning Commission (1 st reading of ordinance). Approval, approval with modifications, or denial of final reading of text amendment ordinance if approved.

RELEVANT COMPREHENSIVE PLAN SECTIONS

Page 2	Population Growth
Page 6	Land Use and Growth
Page 8	Transportation - Bicycle Facilities
Page 18	Parks, Open Space and Recreation
Throughout Document	South Broadway Corridor Plan - Removed

RECOMMENDED ACTION

Adopt the recommended amendments to the Comprehensive Plan and forward a recommendation of approval to the City Council

BACKGROUND INFORMATION

History: The Comprehensive Plan was adopted in 2006 and has been revised from time to time with minor changes, such as: population updates, adding new parks, referencing updated plans, and addressing items that have been completed. This plan was originally developed to guide the City for 2020 anticipated growth. Updates have been made for population projections to 2035, a review took place last year that allowed for public comment.

Annual Review: An annual review of the Comprehensive Plan is required per K.S.A. 12-747(d) At least once a each year, the planning commission shall review or reconsider the plan or any part thereof and may propose amendments, extensions, or additions to the same. The procedure for the adoption of any such amendment, extension, or addition to any plan or part thereof shall be the same as that required for the adoption of the original plan or part thereof.

Staff proposed updates to Population Growth, Land Use and Growth, Transportation – Bicycle Facilities, Parks, Open Space and Recreation, Goals and Objectives, and Plan Implementation and Community Management.

On November 16, 2023, notice of a public hearing was published in the official newspaper of the City, The Times Sentinel.

Proposal & Analysis

Throughout Document

Summary of Major Changes:

- Removed South Broadway Corridor Plan throughout the document.

Page 2 Population Growth

Summary of Major Changes:

- Population growth was updated by 2% from 2020 to 2022.

Page 6 Land Use and Growth

Summary of Major Changes:

- Square miles reduced to 20.43 square miles from 23.56. This had included the floodway in previous calculations.

Page 8 Transportation – Bicycle Facilities

Summary of Major Changes:

- The total miles of the bicycle path was updated to 14.62 miles.

Page 18 Parks, Open Space and Recreation

Summary of Major Changes:

- The number of parks was updated to 17, which includes 3 active parks, and 14 passive parks.

Attached is a draft of the proposed changes to the Comprehensive Plan.

PUBLIC REVIEW

The public hearing notice was published on November 16, 2023. Any written record of the comments received as of December 14, 2023, are attached. Comments received after this date will be distributed at the meeting.

ATTACHMENTS

Memo to Planning Commission
Recommended text amendment redlines
Copy of the Public Hearing Notice



CITY OF HAYSVILLE, KANSAS COMPREHENSIVE PLAN

PREPARED BY THE
HAYSVILLE PLANNING COMMISSION

WITH ASSISTANCE BY
CITY STAFF

ADOPTED ~~DECEMBER 15, 2022~~

Leading the Way Today to a Better Tomorrow

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EXISTING CONDITIONS AND ISSUES

INTRODUCTION

The purpose of this section is to summarize technical reports that address current service and facility needs, existing trends in the community, and future growth projections. These technical reports, along with public input, serve as the foundation for the plan.

Information on topics such as population, land use, transportation, water, fire, and law enforcement are presented on the following pages of this section. Also presented are key planning considerations for each topic area. Thus, the questions - where is the community currently and what issues need to be addressed in the future - are answered.

POPULATION

The Haysville population growth rate has fluctuated at various increasing rates yearly. The 2020 Census indicated a 4.2% growth rate for Haysville from 2010, with 10,826 residents to 11,262 residents in 2020.

Based on WAMPO region population projections from September 2022, Haysville's anticipated population for 2030 is 12,492, a growth rate of 11% from the 2020 census.

The estimated population by 2040 will be 13,585, a growth rate of 21% from the 2020 census. The total square miles of the city limits are 4.74 as of October 2022.

ECONOMY OF THE AREA

Haysville is dominated by lower-density residential land uses. It is recognized that this concentration of lower-density housing is an appealing factor for many existing and potential new residents of Haysville. In recent years higher density housing has been developed, providing additional housing options for a wider range of income levels.

A crucial part of future community planning will be to balance the need for higher-density housing with the character of the existing community. Higher-density housing must be planned to blend with current developments and not adversely affect existing property values or alter the community's character.

Haysville is interested in recruiting new businesses and industries into its community. It has never been a self-supporting community because many of its residents work in nearby Wichita and do not have to depend on local sources for many goods and services. However, the city is determined to broaden its economic base by providing desirable sites for new business enterprises.

One of the most effective methods of promoting economic development is to make the city's land use regulations and permit procedures very clear to prospective businesses and industries. Through this kind of leadership by city Officials, the personal communication of the city's intentions for working with prospective industries to assist with site selection will enhance the chances of choosing a site in Haysville for their business activities. The long-term result of these leadership efforts will be the creation of jobs and the continued growth in population necessary to provide a broad base of public services for all the city's residents.

PHYSICAL FACTORS THAT AFFECT GROWTH AND DEVELOPMENT

The physical features of a community, both natural and manmade, significantly impact development. Natural characteristics, such as climate, terrain, soil, and water, as well as manmade features, such as airports and highways, present both opportunities and constraints for development. For example, the terrain in Haysville is relatively flat, which allows for construction at a minimum cost. However, several areas within the city have constraints that combine to restrict or prohibit urban development. Six of these local constraints are identified and discussed below:

Ridgelines - Ridgelines are elevated land areas separating natural drainage basins. Ridgelines primarily impact the development of public sewer facilities. If a sewer line must cross a ridgeline, the sewage may need to be pumped or forced over the ridgeline, which adds to the project's cost.

High Water Table - In Haysville and its Planning Area, water table levels range from a few feet below the surface along the river valleys to more than 50 feet below the surface in upland areas. If groundwater is very close to the surface (generally within six feet), it affects the development of sewer systems and buildings with basements. High water table areas in Sedgwick County are found primarily along the Arkansas River Valley and the Ninnescah River Valley.

Floodplains - The Federal Emergency Management Agency (FEMA) has identified areas throughout the County that are prone to flooding (generally low, flat areas close to rivers or creeks). FEMA has continued work on digitalization and remapping of communities, including Haysville. This work has also included in-depth studies of water movement. Floodplains and other wetlands provide habitat for local as well as migratory wildlife. Fourteen species of wildlife in Sedgwick County are protected, including the eastern spotted skunk and the speckled chub. Any development within these flood-prone areas is subject to FEMA regulations and possibly other federal reviews and permits. Floodplains are often considered ideal sites for parkways, open spaces, or nature preserves because of their diverse vegetation, endangered wildlife, and natural beauty.

Wichita-Valley Center Floodway – The Wichita-Valley Center Floodway provides flood protection for the Arkansas River. Crossing the Floodway with utilities requires special permitting and additional considerations. Utility crossings have already been established along Seneca Street and Broadway (US-81).

Groundwater Contamination - The Kansas Department of Health and Environment has identified specific areas in Sedgwick County with

groundwater pollution problems. Groundwater problems are due to a history of unregulated disposal of certain industrial solvents and wastes, agricultural compounds, and other production materials now known to be hazardous. The required cleanup of these areas can be costly, thus affecting existing land use and the future redevelopment potential of the contaminated areas. Most of these areas are either under study or being cleaned up by private property owners or state and federal agencies.

US-81 and KTA – The existence of US-81 and the Kansas Turnpike Authority and the access they provide to Wichita strongly effects Haysville's development. The construction of the Kansas Star Casino in Sumner County (Mulvane) has likely increased the impact on Haysville's growth. ~~in the South Broadway Corridor.~~ Preliminary data also suggests that additional routes are facing increased traffic, creating the need to monitor areas once believed outside of the growth timeframe of this plan.

LAND USE AND GROWTH

The Haysville Area of Urban Growth contains ~~23.56~~20.43 square miles of land, which is used for various land use activities. These activities range from agricultural uses to industrial uses.

Suburban development in the Planning Area has generally consisted of unplatted tracts and lots in the range of 1 to 20 acres in size. Generally, this precludes continued agricultural use. This type of development, if not properly located, can impact future urban growth patterns, removing prime agricultural land.

The Comprehensive Plan should not only address the direction and timing of growth, but also consider the pattern and quality of future land use. Patterns, intensities, and standards for land development are regulated by subdivision and zoning regulations. Undeveloped land is zoned for appropriate land uses and then subdivided into lots. Land use conflicts and impacts are supposed to be minimized or prevented through this process. For instance, distance or buffers of intermediate intensity should protect residential land uses from industrial use. Impacts generated by various land uses, such as traffic generation, are minimized by the regulation of intensity and the location of a development so that traffic does not congest the streets serving a development. Zoning districts vary by ranges of allowable intensities of residential, commercial, and industrial land uses.

PLANNING CONSIDERATIONS

1. Sizable tracts of presently undeveloped and unincorporated land are needed to accommodate Haysville's anticipated growth. Future land use decisions should consider impacts on municipal financing, community resources, unique natural areas and the demand for water, sanitary sewer and transportation improvements.
2. In the future, the development of additional employment opportunities in Haysville will provide a more balanced community relative to jobs and housing.
3. Directing urban growth away from prime agricultural land and discouraging large rural residential lot development could work together to preserve the economic benefits of agriculture and the rural landscape in the Planning Area. Another tool for achieving this would be the requirement for rural residential development to be clustered on small portions of farm acreage.

4. Urban design and land use location guidelines could be used as a systematic guide to evaluate the location, pattern, intensity, and aesthetics of new development. Keyed to the impact of the automobile, location criteria can guide land use decisions to appropriate locations of intersections and along streets in the street network hierarchy. Design criteria can recommend appropriate intensities of land use, and location criteria takes into account the natural environment and surrounding development factors.

TRANSPORTATION

The availability of transportation facilities is key to maintaining and enhancing the mobility that residents of Haysville and the Planning Area currently enjoy. Our ability to travel to and from Wichita, throughout Sedgwick County and to destinations in nearby Counties is affected by the types of streets and highways that make up the overall roadway system.

ROADWAYS

On a daily basis, no other transportation system impacts the citizens of the Planning Area more than the network of residential streets, streets serving schools, businesses and offices, collector streets, arterial roadways, US Highway 81 and the Kansas Turnpike Authority. Within the overall Planning Area, the network of roads is built around a grid system of section line roads. The key transportation links are US-81 and the KTA, which connect Haysville with Wichita and the Metropolitan Area's interstate freeways (I-35, I-135 and I-235).

Even though the commuting time is relatively short, the current roadway system will require future improvements.

TRANSIT SERVICE

Haysville Hustle is a city-operated, on-demand, low-cost public transportation service offered to Haysville residents of all ages. Currently, one fourteen-passenger bus is used to cover the 23.56 square miles of our Area of Urban Growth service area. The Haysville Hustle connects to Wichita Transit and select Derby locations, providing citizens access to neighboring city amenities and services. There is a need for regional partnerships to expand these options. Currently, public transportation is provided by Sedgwick County's Department on Aging (SCDOA) paratransit service and Sedgwick County Transportation (SCT). Locally, the Haysville Hustle began operating in 2020.

BICYCLE FACILITIES

The people of Haysville currently enjoy over ~~12.89~~14.62 miles of bicycle paths (i.e., those that are completely separated from vehicular traffic).

Increased levels of bicycling and walking transportation will not only result in significant personal benefits to the citizens of Haysville in terms of health and physical fitness, but benefits would also be realized for the environment and the community's general transportation system. Replacing automobile trips with non-motorized and non-polluting bicycling or walking trips would reduce pollution from vehicle exhaust. Developing bicycle and/or pedestrian paths

also can yield recreational, educational and aesthetic benefits. Efforts to facilitate bicycling and walking can also result in the development of a travel option for those who choose not to drive for some of their trips and those who are too young or unable to drive an automobile.

PLANNING CONSIDERATIONS

1. The transportation network must operate in a manner that maximizes public safety and convenience and does not impose upon the enjoyment of private property. To accomplish this, it is important that appropriate designs and regulations are developed (i.e., landscaped boulevards, major street setbacks, bike path reserves, etc.). Furthermore, it is critical that transportation system planning mesh with long-range land use planning efforts to create a cost-effective and efficient transportation network for the entire community.
2. The transportation network must operate in a cost-effective, efficient, and multi-modal manner, which creates links between local jurisdictions within the metropolitan area to benefit the region as a whole. Establishing vital links between the small communities will create economic development opportunities and allow for the utilization of increased multi-modal miles available to Haysville's residents.
3. As Haysville, Wichita, other small communities, and rural Sedgwick County grow, it will become vital to provide effective transportation alternatives besides the automobile. Environmental factors (i.e. air quality), population and employment characteristics, and the location of employment centers, residential areas, and recreation areas in relation to one another will require a strong look at transportation alternatives to enhance the mobility of all segments of the community. The economics of auto travel in the future may force a greater percentage of people to rely on such alternatives.
4. The presence of an effective bicycle path system creates the opportunity for recreational activity and alternative transportation. The desire for a complete system will require: including new bike trails in the Capital Improvements Program; monitoring road improvements to include sidewalks, paved shoulders, or wide curb lanes; and continual review of the route system and bicycle plan.
5. As the population of Haysville ages, the need for safe and accessible transportation increases. This includes retrofitting existing sidewalks and multi-use paths with ADA compliant ramps and replacing areas to meet incline/decline recommendations. Consideration also needs to be

given to marked pedestrian crossings or light-controlled crossings, based upon street widths and traffic volumes.

WATER

The City of Haysville Water Utility serves Haysville residents and various private individuals and businesses in unincorporated areas of Sedgwick County. Haysville's water supply consists of five wells located on the west side of Haysville. Haysville has additional water rights located on the Public works facility. c

The city has one elevated water storage tower near Meridian and Grand Avenue, five groundwater wells, 1.1 million gallons of ground storage, and a duplex high-service pump station. The high-service pump station near the original treatment facility pumps the treated water to the water tower and into the distribution system.

There is concern over the existing groundwater plume from Occidental Chemical Corporation's plant northwest of the city. Occidental Chemical Corporation's predecessor's Vulcan Chemical and Frontier Chemical, previously produced chlorine. This plume is being monitored by KDHE and the EPA.

PLANNING CONSIDERATIONS

1. Based on population forecasts and water demand projections, the city will need to either activate the Cowskin Creek Well Field or obtain additional water supply before the year 2035. There is a water right and treatment supply study budgeted for 2023.
2. An effective water resource conservation program promotes the wise use of water supplies. By conserving water, bills may remain low and less water usage may provide a cushion of time to delay the need for additional supplies. Conservation of water is both economically and environmentally sound.
3. It can be expected that EPA water treatment standards will become more stringent. This will require additional capital expenditures beyond the system's normal operation, maintenance, and expansion costs, which are relatively unpredictable.
4. Continuous system and plant upgrades and remedial maintenance activities would improve system efficiency and allow the water utility to

meet growth and water use pressures. Such measures implemented at the appropriate time can conserve water and save money.

5. The City of Haysville should continue to monitor the contaminant plume from Occidental Chemical Corporation to verify that it is not migrating toward the city's water supply wells. Any potential water supply well sites should also be reviewed with Occidental Chemical Corporation to verify that they will not adversely affect the plume.
6. A Water Master Plan was completed in 2022. The plan identified the primary concerns in the system are available fire flows on small diameter and dead-end waterlines and storage volume considerations. It was recommended to complete waterline loops on the outer edges of the distribution system. It does not appear additional storage is required to support projected 2040 demands.

WASTEWATER

The availability of a reliable and cost-effective sanitary sewer network is required if projected urban densities are to be achieved. The timing for construction of wastewater improvements often dictates when land on the city's fringe can develop. In effect, the capacity of the wastewater system, natural and topographic constraints, and system design limitations strongly influence the direction and limits of future urban growth and development.

PLANNING CONSIDERATIONS

1. The corrosive nature of sewage can cause ongoing damage to pipes and treatment facilities. Given the age of much of the wastewater collection (piping) system, it is important to continue the city's efforts to install cured-in-place pipes. Continuous evaluation of the sanitary system should continue to guide the comprehensive rehabilitation and replacement program, which prevents system failures and breakdowns.
2. It can be expected that EPA standards will become more stringent regarding the removal of pollutants from sludge and wastewater. As this happens, the cost of treating sewage will increase.
3. The ability to reduce pollutants entering the public system through effective pretreatment will save costs by extending facility lifetimes. Pretreatment close to the waste production source will reduce the corrosiveness of the wastes traveling long distances within the system and will provide a waste stream that is easier to treat prior to release.
4. The availability of sewers is a prime factor for the development of an area. The need for rational expansion due to higher treatment costs and EPA standards will require that continuous assessment of proposed extensions and expansions takes place.
5. Recycling of these waste products is possible and can supplement other resource recovery and environmental efforts. As EPA standards become more stringent, the possibility of using these products is greater. Graywater can be used for irrigation, industrial uses, or even drinking water purposes, and sludge may be available for greater land application.
6. The Wastewater Master Plan identifies improvements, additions, and modifications to the sanitary sewer collection system to provide sanitary services for future development.

STORMWATER

Drainage characteristics significantly affect the development of water and sewer lines, roadways, building sites, and the general pattern of land use and urban growth. The natural system of ridges and streambeds is the basis for the movement of stormwater. The natural drainage system in Haysville is supplemented by three manmade components: streets, storm sewers, and open channels. Street drainage most often affects the public. Streets carry storm run-off from yards, parking lots, and other surfaces by way of street gutters or roadside ditches to the underground system of storm sewers or directly to a river or stream. The drain systems effectiveness depends on the interaction of both natural and manmade features within each drainage basin.

The D-21 Study was recently completed in the area around Meridian. Design plans have been completed, and construction is scheduled to begin in 2023. The County storm water plan provides a pathway for runoff from 79th St. South to 95th St. South.

Regulatory and facility devices must work in a coordinated manner to minimize potential flooding, prevent personal property damage, preserve water resources, and enhance natural habitats and environmental characteristics.

A stormwater utility program has been created to generate the funds necessary to implement regulations and assist with future improvements due to additional requirements.

PLANNING CONSIDERATION

1. The consequences of poor drainage management are: damage to private property, wasted public improvement dollars, loss of economic development opportunities, destruction of environmental characteristics, and degradation of the general "quality of life" in Haysville. The private landowner and developer must be responsible for drainage management on their property before the run-off enters the public system, which must effectively collect and transport stormwater through town.
2. Stormwater management benefits the individual and the community. Drainage basins extend beyond political and property boundaries. Drainage or run-off from outside the city of Haysville's drainage system affects Haysville; conversely, run-off from Haysville impacts other areas downstream. This requires that a system of management devices be

implemented in coordination with land use development and other infrastructure improvements throughout the County.

3. The two primary purposes of the stream and creek channels are to move water and provide natural habitats that contribute to the overall “quality of life” in a community. The impacts of land development and facility implementation should be minimized so that both purposes can be accomplished in a community-acceptable manner.

LAW ENFORCEMENT

Police protection is one of the most fundamental services provided by a municipal government. Protecting lives and property, enforcing the laws, apprehending criminals, recovering stolen property, locating missing persons, and traffic safety are among the many responsibilities and services that we as citizens, have come to expect from our local police department. To better serve the citizens of Haysville, the Police Department remodeled and relocated to a new facility in 2010. Currently, this meets the needs of the community and department through 2030. Further expansion will depend on population and commercial growth.

Police protection in Haysville is provided by the Haysville Police Department. The Haysville Police Department employs 34 people, 26 of whom are commissioned officers. The Police Department provides investigation, road patrol, animal control, nuisance control and community policing.

Sedgwick County provides dispatching. The Haysville Police Department is staffed to receive non-emergency calls 24/7.

PLANNING CONSIDERATIONS

1. Budgeting constraints, crime rates, and desired level of police protection will ultimately decide police department staffing. Conservative estimates at this time for police staffing needs, based on a national average is to maintain a staff of 2.5 officers per 1,000 citizens of Haysville.

FIRE PROTECTION FACILITIES

Fire protection in Haysville is provided by the Sedgwick County Fire Department. In 2014, the Sedgwick County Fire Department finished the construction of Fire Station #34, and moved all operations to Haysville. Residents of Haysville continue to benefit from the ISO 2 classification and the rating will expand to include residents in Haysville's growth area.

The Sedgwick County Fire Department provides firefighting services, rescue and emergency medical response, fire prevention and education, fire investigation, and hazardous materials response.

PLANNING CONSIDERATIONS

1. As Wichita and surrounding smaller cities, that provide their own fire protection grow the tax base for the Sedgwick County Fire Department diminishes creating a substantial increase in taxes levied to the citizens of Haysville to fund the Sedgwick County Fire Department.

EMERGENCY MEDICAL SERVICES

Providing advanced life support in medical emergencies and safe transportation to a hospital are the primary responsibilities of the Sedgwick County Emergency Medical Service (EMS), which is located within city limits at 63rd and Mabel.

PARKS, OPEN SPACES AND RECREATION

One of the important recreational assets of our community is the parks and open space system, which provides the opportunity for both indoor and outdoor recreation. The City of Haysville contains ~~1517 active-total~~ public parks, ~~and 43 active parks, and 14~~ passive parks. Two other sources of open space are school grounds and privately reserved lands.

The Haysville Recreation Department and its services are one of the primary elements contributing to the community's quality of life. The Recreation Department provides public recreation programming to the youth and adults of the community. Youth programming includes recreation and special activities, arts, sports and aquatics. Adult programming includes fitness, special activities, and sports. School related services such as latchkey, days that school is out during the school year and summer programs are also provided by the Recreation Department.

In 2016 construction began on the new Haysville Activity Center in Fred Cohlma Memorial Park. The building was open to the public on June 12, 2017. The new 24,000 sq feet facility is comprised of weight room, Wellbeats virtual fitness classes, instructional classroom, rental room, two full-size basketball courts, an elevated walking/jogging track, offices and storage. The facility has helped improve the quality of life to the citizens of Haysville by providing a full realm of recreation programming. The size of the facility was decreased during design to meet budget, but design included expansion possibilities which is anticipated to be needed by the year 2025.

The Haysville Park Plan was updated in 2022, and reflects the changes made to the park system. In 2015 the history of each park was included. The addition ensures Haysville's past for reference from future generations. The 1% sales tax facilitated in 2014 brought improvements to all the parks,

In addition to city park facilities, there are several private neighborhood facilities. These are located within the Country Lakes Addition, River Forest 2nd Addition, and Timber Creek Estates Addition.

PLANNING CONSIDERATIONS

1. The acquisition of additional park land should focus on placing parks in strategic locations to meet the demands of population growth. It is important that the open space system and associated recreational facilities address vocational and public needs. Assessing these needs involves an understanding of park use and recreation trends in the community through direct public input.

2. Park lands of various sizes and locations will be needed in the future. In the case of neighborhood parks or recreation corridors, future acquisition or public access to land may require mandatory land dedication or fees in lieu of land so the burden of new growth upon the existing tax base is minimal and tax dollars can be utilized for community wide park improvements and operations.

LIBRARY

The Haysville Community Library provides a valuable public service by making available materials and services that help to fulfill the community's recreational, educational, informational, and cultural needs. Services include book and media loan, computer use and classes, reference and reader's advisory assistance and programs for children and adults.

The relocation and expansion of the library has enhanced the overall effectiveness of the library service. Increased space has provided the library the ability to customize its service by providing room for both a larger collection and increased programs.

PLANNING CONSIDERATIONS

1. Population alone does not tell the whole story about a community. Age, income level, travel patterns, ethnic and cultural backgrounds, education, family structure, and other facilities and services have a bearing on how libraries are utilized. Library service can be enhanced if library programs, materials, and facilities are tailored to meet the specific needs of the community.

PUBLIC SCHOOLS

School districts in Kansas are independent taxing units with boundaries that are separate from the political boundaries of cities and counties. Public education within the Planning Area is primarily provided by USD 261.

Future District expansion will be determined by population growth within the USD 261 boundaries. The School District has established ideal enrollment levels for each facility and those levels will play a role in determining the need for new or expanded school facilities. The school district is currently undergoing a demographic and facility study. The study is expected to be completed in 2023 and will help determine what is needed for future growth and how these issues will be addressed.

PLANNING CONSIDERATIONS

1. School districts and other governmental entities should work together to ensure that appropriate facility development takes place. Projected land use patterns, population growth, and location criteria set the foundation for school site selection, facility size and number, provision of transportation, and other educational policies. The coordination of agencies involved in these activities, through the establishment of an intergovernmental/interagency committee comprised of city, county and school district officials, will aid in creating more efficient school systems.
2. School districts and other organizations and agencies (i.e., parks, libraries, continuing education, and social services) should work to get the most use of existing and future facilities. By using a school for traditional education purposes during the day and community activities and programs during other hours, maximum use of the facility and tax dollars can be achieved. By promoting multiple uses of existing facilities, the school building can remain a focal point for an entire neighborhood as well as maximize the use of existing resources.

HISTORIC PRESERVATION

Recognizing the importance of Haysville's heritage and the need for its protection, the Haysville City Council adopted a preservation ordinance in 1991 and designated the "original town" of Haysville as a Historic District. In 1999 much of the original "historic landmarks" were demolished by a tornado. In 2004 the Haysville City Council adopted a Historic Master Plan to recreate the historic nature of Haysville.

PLANNING CONSIDERATIONS

1. Much of the funds that are needed to complete the Haysville Historic Master Plan will need to be acquired through private foundations and donations. c
2. The city should continue to provide a mechanism to identify and conserve the distinctive historic and architectural characteristics and other historic resources of the City of Haysville, which represent elements of the city's cultural, social, economic, political and architectural history.
3. The function of the Historic District and characteristics of the Historic District Overlay should periodically be re-evaluated for appropriateness. As the city expands programming available in the district, conflicts between historical preservation and event logistics may occur.

GOALS AND OBJECTIVES

INTRODUCTION

The establishment of planning goals and objectives for the City of Haysville is considered one of the most important steps in the planning process. These goals and objectives take into consideration not only the provision of the physical needs of the community; they also consider the social, economic and governmental needs.

Long term goals identified in the Comprehensive Plan will be the basis for day-to-day decisions. The land use plan is the framework on which the city's zoning ordinance and subdivision regulations are based. Unfortunately, these plans often do not provide the detail necessary to correctly make these daily decisions. While they provide a general prospective of future change, a more detailed guidance system is sometimes needed to assure incremental progress. For example, the economic development efforts directed by the city will require specific guidelines and policies that are formulated by Haysville's Governing Body based on the contents of this Comprehensive Plan.

The goals and objectives found in this Comprehensive Plan provide direction. They are detailed enough to be referred to when considering individual zoning, subdivision, annexation or other public improvement matters. They provide specific criteria to assure that day-to-day decisions are made with respect to the overall Comprehensive Plan.

Goals and Objectives also provide a second function beyond that of directing change. They assure that the Comprehensive Plan will truly accomplish the development desired by the people in the Haysville Community. In this respect, this section is a reflection of local attitudes and, if followed, future development will conform to local desires. It is, therefore, these goals and objectives that comprise the heart of the city's Comprehensive Plan. They should be referred to as frequently as the Future Land Use Plan Map, Comprehensive Park Plan, Historic District Master Plan, ~~South-Broadway Corridor Plan~~, and South Meridian Corridor Plan which is hereby made a part of this Comprehensive Plan by reference, or any other portion of the Comprehensive Plan.

Goals and objectives are dynamic, and as a community changes, so must its goals and objectives. Therefore, it is recommended that periodic review and revision be made in these goals and objectives to reflect new and/or more specific needs and desires of the Haysville citizens.

The goals and objectives for the City of Haysville are listed under the following headings:

1. Population
2. Economic Development
 - Industrial Development
 - Commercial Development
3. Land Use Planning
 - Urban Development
 - Urban Area of Influence
4. Quality of Life
 - Public Utilities and Service
 - Community Facilities/Recreation/Education
 - Emergency and Security Services
5. Transportation
6. Housing
7. Plan Implementation and Community Management
 - Zoning Ordinance and Subdivision Regulations
 - ~~South Broadway Corridor Plan~~
 - South Meridian Corridor Plan
 - Capital Improvement Program

POPULATION

- GOAL: Encourage the orderly and planned in-migration of people to the Haysville area and work to maintain continued population growth.
- Objective 1: To provide amenities instrumental in recruiting new employers (jobs) into the area.
- Objective 2: To guide future development through on-going comprehensive planning.
- Objective 3: To offer home buying incentives for all financial demographics, to increase housing diversification within the community.

ECONOMIC DEVELOPMENT

GOAL: Build partnerships with Government, Business, and Community to support economic development.

Objective 1: Establish ways to communicate with and educate the community on economic development activities such as a partnership forum.

GOAL: Attract new retail, commercial, and industrial businesses.

Objective 1: Align regulations for new business with economic development goals and program of work.

Objective 2: To provide support for new businesses and expansion/retention of existing businesses.

INDUSTRIAL DEVELOPMENT

GOAL: Provide a diversified, stable industrial sector that will afford the citizens of Haysville a broad economic base.

Objective 1: To preserve existing industrial sites and create new industrial sites as needed, supported by long-range zoning protection.

Objective 2: To use fiscal incentives to attract new industry, such as, plastics and fiberglass molding, warehousing, packaging and high technology type industries, e.g., explore the use of tax increment financing; Business Incubator Buildings for both manufacturing and retailing operations; expansion of designated enterprise zones; industrial revenue bonds; extension of requested public utilities at the least possible cost to the industry; etc.

Objective 3: To encourage large scale warehousing and manufacturing facilities to locate on existing industrial park sites.

Objective 4: To develop or redevelop sites within the city's subdivision jurisdiction which are appropriately located for light industrial uses.

Objective 5: To encourage industries which will provide jobs to the citizens of Haysville.

COMMERCIAL DEVELOPMENT

GOAL: Provide opportunities for the continuation and expansion of retail activities in the Haysville area.

Objective 1: To preserve and continue development of commercial activities within the city.

Objective 2: To develop adequate parking in close proximity to centers of commercial activity.

Objective 3: To encourage in-migration of new commercial activities and expansion of existing commercial activities in all sectors of the city's economy.

LAND USE PLANNING

URBAN DEVELOPMENT

GOAL: Assure an orderly planned future for the City of Haysville.

Objective 1: To develop and maintain a future land use plan and land use plan map which will assure the highest and best use of all parcels within the city.

Objective 2: To guide development in Haysville by strictly enforcing the city's land use tools.

Objective 3: To maintain an efficient and publicly responsive planning and implementation process.

Objective 4: To keep planning and implementation tools current and up to date.

Objective 5: To strategically annex properties in a contiguous manner and avoid creating unincorporated "pockets" surrounded by the city.

URBAN AREA OF INFLUENCE

GOAL: Work toward more efficient use of land within Haysville's Area of Influence.

Objective 1: To guide development in Haysville's Area of Influence by strictly enforcing the city's land use tools.

QUALITY OF LIFE

PUBLIC UTILITIES AND SERVICES

GOAL: Provide a service network system that will meet the needs of the community through a continuing maintenance program, an orderly modernization program, and an ongoing search for improvement through alternative systems.

Objective 1: To budget funds so that improvements may be made within fiscal limits of the city by adopting, annually, a Capital Improvement Program (CIP).

Objective 2: To ensure that public and privately operated utilities are adequate to accommodate present and future needs of the city.

Objective 3: To evaluate and plan for the physical expansion of the Water System and the Wastewater System to accommodate development needs.

Objective 4: To develop a method of financing the maintenance and replacement of streets.

COMMUNITY FACILITIES/RECREATION/EDUCATION

GOAL: Provide a complete range of recreational facilities and services at the neighborhood and community levels and provide for the educational and cultural needs of all residents at all age levels, with the highest quality of services available.

Objective 1: To continue implementation of a parks and recreation program which will meet local needs and make facilities and services accessible to all city residents and visitors.

Objective 3: To expand existing programs and develop new programs for pre-school, young adults, adults and the elderly populations.

Objective 4: To continue to develop new programs at the library.

- Objective 5: To continue to expand cultural and historical opportunities for residents and visitors.
- Objective 7: To develop a complete network of hike and bike paths to serve both existing and future developments.

EMERGENCY AND SECURITY SERVICES

- GOAL: Maintain a high level of emergency and security services.
- Objective 1: To maintain a high quality of Emergency Medical Services.
- Objective 2: To maintain a high quality of fire protection and prevention thereby continuing excellent ratings from the State of Kansas Insurance Services Office.
- Objective 3: To maintain high quality police protection.
- Objective 4: To maintain emergency preparedness teams for early warnings of dangerous weather, transport spills, etc. for providing aid to residents under emergency situations.
- Objective 5: To continue the Haysville Police Department's involvement with USD 261's crisis team.

TRANSPORTATION

- GOAL: Classify and delineate the function, location, standards and methods of financing for local, collector and arterial streets to efficiently serve the community.
- Objective 1: To maintain an efficient and safe transportation system accessible to all residents of the community.
- Objective 2: To maintain Haysville representation on the Wichita Area Metropolitan Area Planning Organization (WAMPO). Perform activities and updates to the metropolitan area Long Range Transportation Plan (MOVE 2040).
- Objective 3: Coordinate with future long-range efforts by WAMPO and Wichita Transit for a neighborhood type “connector/circulator” transit route service in Haysville, and for connections to major employers and the main system in Wichita.
- Objective 4: To design improvements where appropriate for major roadways to include paved shoulders or bike lanes to accommodate bicycling, consistent with complete street concepts.

HOUSING

- GOAL: Provide a variety of housing choices for current and future populations.
- Objective 1: To insure high quality neighborhoods and residential areas.
- Objective 2: To provide diversity in housing types and styles.
- Objective 3: To encourage a range of housing prices thereby accommodating needs of all potential residents.
- Objective 4: To protect residential areas from incompatible land uses through enforcement of existing regulations and ordinances.
- Objective 5: To protect residential areas from incompatible land uses through the creation of new zoning districts and the updating of current ordinances.

PLAN IMPLEMENTATION AND COMMUNITY MANAGEMENT

ZONING AND SUBDIVISION REGULATIONS

- GOAL: Plan and guide the development of Haysville into desirable, efficient and compatible patterns consistent with long-range community goals.
- Objective 1: Review future zoning and subdivision proposals for consistency with the Comprehensive Plan.
- Objective 2: To research and utilize implementation tools to preserve prime farmland and protect it from the intrusion of “nonfarm” uses.

SOUTH BROADWAY CORRIDOR PLAN

- ~~GOAL: To guide the development and redevelopment of the South Broadway Corridor and provide for improved transportation, an efficient development pattern and an attractive environment which will improve the economic potential of the corridor.~~
- ~~Objective 1: Review future development and levels of redevelopment proposals for consistency with the South Broadway Corridor Plan.~~
- ~~Objective 2: Implement zoning and subdivision regulatory changes, reviewing the changes for effectiveness during the annual review of zoning and subdivision ordinances.~~

SOUTH MERIDIAN CORRIDOR PLAN

- GOAL: To guide the development and redevelopment of the South Meridian Corridor and provide for improved transportation, an efficient development pattern and an attractive environment which will improve the economic potential of the corridor.
- Objective 1: Review future development and levels of redevelopment proposals for consistency with the South Meridian Corridor Plan.

Objective 2: Implement zoning and subdivision regulatory changes, reviewing the changes for effectiveness during the annual review of zoning and subdivision ordinances.

CAPITAL IMPROVEMENT PROGRAM

GOAL: Provide for the acquisition and/or development of the physical needs of the city in not only a fiscally responsible manner but also in a timely manner.

Objective 1: To prepare a Capital Improvement Program and review annually as part of the annual budgetary process to carry out orderly long-term finance for public improvements.

ORDINANCE NO: _____

AN ORDINANCE AMENDING AND UPDATING THE COMPREHENSIVE PLAN OF THE CITY OF HAYSVILLE, KANSAS AND REPEALING CONFLICTING PREVIOUSLY ADOPTED SECTIONS OF THE COMPREHENSIVE PLAN OF THE CITY OF HAYSVILLE, KANSAS.

WHEREAS, Pursuant to K.S.A. 12-757, the City of Haysville has adopted a Comprehensive Plan for the development of the City and any unincorporated territory lying outside of the City but within the same county, which in the opinion of the Planning Commission, forms the total community of which the city is a part;

WHEREAS, The Planning Commission has adopted a resolution approved by a majority vote of all members of the Planning Commission regarding updates to the Comprehensive Plan; and

WHEREAS, The Planning Commission has submitted a certified copy of the Comprehensive Plan, and a written summary of the hearing thereon, to the Governing Body.

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

SECTION 1: The recommendations of the Planning Commission regarding updates and changes to the City's Comprehensive Plan are hereby approved.

SECTION 2: Any conflicting sections of the Comprehensive Plan approved and adopted prior to the adoption of this Ordinance shall be and the same are hereby repealed.

SECTION 3: This Ordinance shall be effective from and after its passage, approval and publication in the official city newspaper.

Passed by the City Council this _____ day of _____, 20__.

Approved by the Mayor this _____ day of _____, 20__.

RUSS KESSLER, MAYOR

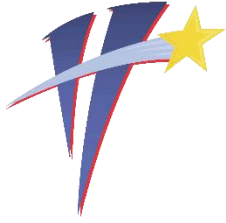
ATTEST:

Angela Millsbaugh, City Clerk

Approved as to form:

Joshua Pollak, City Attorney





CITY OF HAYSVILLE, KANSAS

PLANNING/ZONING DEPARTMENT- 200 W. GRAND AVE., P.O. BOX 404
HAYSVILLE, KANSAS 67060 - (316) 529-5900 (316) 529-5925 - FAX

MEMORANDUM

TO: The Honorable Russ Kessler, Mayor
Haysville City Council Members

FROM: Haysville Planning Commission
Jonathan Tardiff, Planning and Zoning Administrator

SUBJECT: Text Amendment to the Zoning Regulations

DATE: January 8, 2024

On December 14, 2023, the Haysville Planning Commission held a public hearing to consider the following Text Amendment to the Zoning Regulations.

Summary of Major Changes:

- Section 200, Definitions was updated and added.
- Section 400, Use Chart was updated, and uses were removed from the zoning districts.

Motion by Coleman

Seconded by Blood

To approve the text amendments to the Zoning Regulations with changes updating Microbrewery and Tavern and Drinking Establishment to permitted use in Office Commercial and Light Commercial districts.

Blood aye, Rinke absent, Aziere aye, Coleman aye, Adkins absent, Williams aye.

Motion carried.

Attached for your review:

- Staff Report
- Redlined copy of the Zoning Regulations
- Minutes

The governing body may take one of the following three actions when the Planning Commission submits a recommendation for approval or disapproval of the revisions to the Zoning Regulations:

- Approve Planning Commission's recommendation by ordinance by a simple majority (5 votes).
- Deny the planning commissioners' recommendation by a simple majority vote. (5 votes)
- Return the recommendation to the Planning Commission with a statement specifying the basis for the governing body's failure to approve or disapprove by a simple majority vote (5 votes)



Haysville Planning Commission Staff Report

AGENDA ITEM: IV-A

Subject: Zoning Code Text Amendments 2023-03
Meeting Date: December 14, 2023
Presented By: Jonathan Tardiff, Planning & Zoning Administrator
Public Hearing: Required, to be held by Planning Commission

ANTICIPATED MEETING SCHEDULE

<i>Body</i>	<i>Meeting Date</i>	<i>Action</i>
Planning Commission	12/14/2023	Hold required public hearing. Recommendation for approval, approval with modifications, or denial of the proposal. This recommendation is forwarded to the City Council.
City Council	1/8/2024	Adopt the recommendation of the Planning Commission as presented, override the recommendation, or return the recommendation to the Planning Commission (1 st reading of ordinance). Approval, approval with modifications, or denial of final reading of text amendment ordinance if approved.

RELEVANT ZONING CODE SECTIONS

202	Definitions
400	Use Chart; Permitted and Conditional Uses

RECOMMENDED ACTION

Adopt the recommended amendments to the Zoning Code and forward a recommendation of approval to City Council

BACKGROUND INFORMATION

On June 8, 2023, the Haysville Planning Commission held a public hearing to revise the Zoning Code. Staff proposed updates to Article 2, Article 4, and Article 11.

On July 10, 2023, the City Council approved changes to the Zoning Code.

On November 16, 2023, notice of a public hearing was published in the official newspaper of the City, The Times Sentinel.

Proposal & Analysis

Article 2 Interpretation, Construction and Definitions
Update Section 202 Definitions.

Summary of Major Changes:

- Update definitions, and word/verbiage to the following:

- Accessory Apartment definition.
- Added Barndominium.
- Added Cargo Container.
- Updated Sight/Vision Triangle definition.

Article 4 Zoning Districts

Updates to Section 400 Use Chart; Permitted and Conditional Uses.

Summary of Major Changes:

- Updated Accessory Apartments to conditional use in Office Commercial, Light Commercial, and Heavy Commercial Districts.
- Updated Cemetery to conditional use in all zoning districts.
- Updated Convenience Store to permitted use in Office Commercial District.
- Updated Microbrewery to permitted use in Office Commercial and Light Commercial District.
- Updated Retail, General to permitted use in Hotel and Motel Commercial District.
- Updated Riding Academy or Stable to permitted use in Light Industrial District.
- Updated Short Term Residential to permitted use in Two-Family Residential District with a permit required. Corrected wording: Permit Required.
- Removed Tattooing and Body Piercing Facility as it is listed under Personal Improvement Service definition.
- Updated Tavern and Drinking Establishment to permitted use in Office Commercial District.
- Updated Storage, Outdoor, as a Principal Use to outdoor storage must have an all-weather surface and be screened from adjacent properties and any public roadway, and no inoperable vehicle storage for more than 45 days.
- Updated Vehicle-Storage Yard to conditional use and removed “Provided any area for the purpose of providing space” condition.

Attached is a draft of the proposed changes to the Zoning Code.

PUBLIC REVIEW

The public hearing notice was published on November 16, 2023. Any written record of the comments received as of December 14, 2023 are attached. Comments received after this date will be distributed at the meeting.

ATTACHMENTS

Recommended text amendment redlines
 Copy of the Public Hearing Notice

Article 1. Title, Purpose, Authority and Jurisdiction

100 TITLE

These regulations, including the zoning district maps, made a part hereof, shall be known and may be cited as the “The city of Haysville Zoning Regulations, (February 2023) Edition” and shall hereinafter be referred to as “these regulations.”

101 PURPOSE

These regulations are intended to serve the following purposes:

- A. To promote the public health, safety, morals, comfort and general welfare;
- B. To establish a variety of zoning district classifications according to the use of land and buildings with varying intensities of uses and standards whose interrelationships of boundary zones form a compatible pattern of land uses and buffer areas which enhance the value of each zone;
- C. To regulate and restrict the location, use and appearance of buildings, structures and land within each district and to zone for residential, commercial, industrial and other purposes including flood plains;
- D. To regulate and restrict the height, number of stories and size of buildings and structures including their distance from any street or highway; the percentage of each lot that may be occupied by buildings and other structures; and size of yards, courts and other open spaces;
- E. To protect property values and conserve energy and natural resources;
- F. To provide for adequate light and air and acceptable noise levels;
- G. To avoid the undue concentration of population and vehicular traffic and to prevent overcrowding the use of land and public facilities;
- H. To facilitate the adequate provision of transportation, water supply, sewage disposal, schools, parks and other public improvements;
- I. To provide adequate public notice on proposed changes in these regulations and zoning maps and an opportunity to be heard on such zoning matters;
- J. To establish and provide procedures for the Board of Zoning Appeals to consider appeals, variances and exceptions; and
- K. To implement the goals, policies and proposals of the comprehensive plan for the zoning jurisdiction.

102 AUTHORITY

These regulations are adopted under authority established by K.S.A., 12-741 et seq., as amended, 12-736, 12-753 to 12-761 inclusive, 12-763, 12-764, 12-766, 12-3009 to 12-3012 inclusive, 12-3301 and 12-3302.

103 ZONING JURISDICTION

These regulations shall apply to all buildings, structures and land within the corporate limits of the city of Haysville, Kansas, as presently exist or are hereafter established by annexation.

Article 2. Interpretation, Construction and Definitions

200 RULES OF INTERPRETATION

A. Minimum Requirements. In their interpretation and application, the provisions of these regulations shall be held to be the minimum requirements for the promotion of the public health, safety, morals, comfort and general welfare.

B. Overlapping or Contradictory Regulations. Where the conditions imposed by the provisions of these regulations upon the use of land or structures are either more restrictive or less restrictive than comparable conditions imposed by any other provision of any other applicable law, ordinance, resolution, rule or regulation of any kind, the regulations which are more restrictive and impose higher standards or requirements shall govern.

C. Private Agreements. The provisions of these regulations are not intended to abrogate any easement, deed restriction, covenant or other private agreement of legal relationship; provided, that where the requirements of these regulations are more restrictive or impose higher standards or regulations than such private agreements, the requirements of these regulations shall govern. The city does not have a responsibility to enforce such private agreements.

D. Unlawful Uses. No use of land or structure which was not lawfully existing at the time of the adoption of these regulations shall become or be made lawful solely by reason of the adoption of these regulations; and to the extent that, and in any respect that, said unlawful use or structure is in conflict with the requirements of these regulations, said use or structure remains unlawful hereunder.

E. Not a Licensing Regulation. Nothing contained in these regulations shall be deemed to be a consent, license or permit to use any property or to locate, construct or maintain any structure or facility or to carry on any trade, industry, occupation or activity.

F. Effect on Existing Permits. For all purposes except single-family residential developments platted and recorded after January 1, 1992, nothing in these regulations shall be deemed to require any change in plans, construction or designated use of any land or structure in the event that:

1. A zoning permit for such use of land or structure was lawfully issued prior to the effective date of these regulations or the effective date of any amendment thereof; and
2. Such permit had not by its own terms expired prior to such effective date; and
3. Such permit was issued on the basis of an application showing complete plans for proposed construction and/or use; and
4. There has been a substantial change of position, substantial expenditure, substantial work performed or incurrence of substantial obligations by the permit holder in reliance on such permit other than purchase of land or preparation of design plans; and

5. Such issuance of a permit and change of position, expenditures, work or incurrence of obligations were made prior to the effective date of an amendment of these regulations which amendments would have made illegal the issuance of such permit; and
6. Construction pursuant to such permit is completed prior to the expiration of such permit; and
7. When the use of land or a structure is completed under a permit to which this section applies, an occupancy certificate shall be issued in accordance with the zoning regulations in effect at the time the zoning permit was issued.

G. Vesting of Development Rights. For single-family residential development, if construction of a principal structure does not begin on the land within 10 years after the date the final plat is recorded, the development rights in the land expire, and all revisions to Zoning or Subdivision Regulations that became effective during the vested period apply to the platted land. (See K.S.A. 12-764, as amended.)

201 RULES OF CONSTRUCTION

A. In the construction of these regulations, the provisions and rules of the Section shall be preserved and applied, except when the context clearly requires otherwise:

1. The word “person” includes a firm, association, organization, partnership, trust, company or corporation as well as an individual.
2. The present tense includes the future tense, the singular number includes the plural, and the plural number includes the singular.
3. Unless the context clearly indicates the contrary, conjunctions shall be interpreted as follows:
 - a. “And” indicates that all connected items, conditions, provisions or events shall apply; and
 - b. “Or” indicates that one or more of the connected items, conditions, provisions or events shall apply.
4. The word “shall” is mandatory; the word “may” is permissive.
5. The words “used” or “occupied” include words “intended, designed or arranged to be used or occupied.”
6. The word “lot” includes the words “plot,” “tract” or “parcel.”
7. Unless otherwise specified, all distances shall be measured horizontally.

B. In all other cases all words and phrases not defined in this article shall be defined by the Planning Commission as necessary utilizing a dictionary to limit possible definitions and using

the spirit and intent of this chapter as a guide.

202 DEFINITIONS

The following definitions shall be used in the interpretation and construction of these regulations.

Accessory apartment. An accessory use dwelling unit that may be wholly within, or may be detached from, a principal single-family dwelling unit. Commercial or Industrial district, security only, not as a primary residence.

Accessory use or structure. A use or structure on the same lot with, and of a nature customarily incidental and subordinate to in purpose or size to a principal use or structure. Accessory structure including below grade substructure, must not be located in easements and may not block drainage.

Agriculture. Means a use of any land for the purpose of growing plants, crops, trees and other agricultural or forestry products or for the purpose of raising livestock. Agriculture also includes the roadside selling of products produced on land owned, leased, or legally controlled by the producer (farmer, rancher, horticulturalist, viticulture, apiary, or similar agricultural pursuits). The definition shall include, as a permitted Accessory use, the sale of nursery stock, firewood, Christmas trees and other plants and produce raised on-site. Typical activities include, but are not limited to: Farmer's Market which permits the sale of agricultural products by other producers; U-pick-it activities; flower arranging; canning/cooking; gardening demonstrations; winery tours and tastings; corn mazes; agriculture related interpretive facilities; agricultural exhibits and tours; agriculturally related educational and learning workshops or experiences; horseback riding; non-commercial camping; bonfire/campfire themed events; service of food and beverages; hayrides; pumpkin patch sales and any other uses determined by the Zoning Administrator to be similar.

Agricultural Processing. Means initial processing of agricultural products that is reasonably required to take place in close proximity to the site where they are produced. Typical uses include sawmills and packinghouses. Slaughterhouses are specifically excluded from this definition.

Agricultural Research. Means the use of land and buildings for Agricultural Research and the cultivation of new agricultural products. This shall include greenhouses that are used for research purposes only.

Agricultural Sales and Service. Means an establishment primarily engaged in the sale or rental of farm tools and implements, feed and grain, tack, animal care products, propane, butane, anhydrous ammonia, farm supplies and the like, and including accessory food sales and machinery repair services. This definition shall also include greenhouses that are used for wholesale and/or retail purposes.

Airport or Airstrip. Means any landing area, runway or other facility designed, used, or intended to be used either publicly or by any person or persons for the landing and taking off of aircraft, including all necessary taxiways, aircraft storage, and tie-down areas, hangars, and other necessary buildings and open spaces. The term airport or airstrip does not include heliport.

Alley. A public right-of-way along the side of or in the rear of a lot intended to provide a

secondary means of access to and from the street and such lot. An alley is not intended for general traffic circulation. Any such access designated as a fire lane shall meet the fire code requirements for such. No lot shall front upon an alley.

All weather surface. Includes: 1) asphalt, minimum 2" inches depth, shall be placed over base material minimum 4" inches depth, 2) concrete, minimum 4" inches depth, 3) compacted rock/crushed concrete, minimum 4" inches depth, utilizing minimum 1" inch diameter rock with not more than 10% fines for a binder, 4) brick paver stone, minimum 2 3/8" inches thick shall be placed over base material minimum 5" inches depth. Base material shall consist of a minimum 4" inches depth crushed stone or gravel, and topped with sand minimum 1" inch depth. Utilization of the compacted rock/crushed concrete option shall require borders installed around all four sides, extending 2" to 3" inches above ground and not to impede drainage. Every all-weather surface must be properly maintained and kept free of potholes, weeds, grass, dust, trash, and miscellaneous scattered objects (debris) to qualify as an "all-weather" surface. A surface that is not maintained free of weeds and debris is not an "all-weather" surface as an improperly developed or maintained surface does not meet the goals or the intent of this definition.

Alteration, structural. Any change in the supporting members of a building such as bearing walls, partitions, columns, beams or girders, or any substantial change in roof or exterior walls.

Animal Care, General. Means a use providing veterinary services for large animals, and that may include small animals (household pets), and for which boarding facilities may also be provided.

Animal Care, Limited. Means a use providing veterinary services for small animals (household pets) for which there are no outside animal runs, and for which boarding facilities may also be provided.

Asphalt or Concrete Plant, General. Means an establishment engaged in the manufacture, mixing, batching or recycling of asphalt, asphaltic cement, cement or concrete products.

Asphalt or Concrete Plant, Limited. Means a temporary establishment engaged in the manufacture, mixing, batching or recycling of asphalt, asphaltic cement, cement or concrete products for use on a government funded construction project.

Assisted Living. Means dwelling units used by adult persons needing or desiring assistance with day-to-day living matters, and may include supervised nursing care, and where skilled nursing care is not prohibited but is provided on an intermittent or limited term basis, or if limited in scope, a regular basis. Typical uses include retirement communities in which housekeeping services, common dining facilities and recreational and social activities are offered to residents, state-licensed residential health care facilities not attached to a Nursing Facility and state-licensed intermediate care facility for the mentally retarded. The term Assisted Living does not include Group Home, Group Residence, Hospital or Nursing Facility.

Attached structure. Any building or structure that is physically connected to another by means of the walls or roof touching.

Auditorium or Stadium. Means an open, partially enclosed or fully enclosed facility used or intended to be used primarily for spectator sports, entertainment events, expositions and other

public gatherings. Typical uses include convention and exhibition halls, sports arenas and amphitheaters.

Automated Teller Machine. Means a mechanized consumer banking device operated by a Financial Institution for the convenience of its customers, whether outside or in an access-controlled facility. ATMs located within a Building shall be considered accessory to the Principal Use unless the ATM is likely to be an independent traffic generator.

Bank or Financial Institution. Means an establishment engaged in deposit banking. Typical uses include commercial banks, savings institutions and credit unions. Bank or Financial Institution also includes ATMs.

Barndominium. Open concept building with large square footage, typically “post and beam” construction.

Basic Industry. Means an establishment engaged in the basic processing and manufacturing of materials or products predominately from extracted or raw materials, or a use engaged in storage or manufacturing processes that involve or have the potential to involve commonly recognized offensive conditions. Typical uses include fat rendering plants; poultry and rabbit dressing; pulp processing and paper products manufacturing; stockyards; slaughterhouses; steel works; tanneries; acid manufacture; cement, lime, gypsum, or plaster of Paris manufacture; distillation of bones; fertilizer manufacture; garbage, offal or dead animals’ incineration, reduction or dumping; glue manufacture; gas manufacture; and petroleum refineries.

Bed and Breakfast Inn. The use of an owner-occupied or manager-occupied residential structure to provide rooms for temporary lodging or lodging and meals for not more than 15 guests on a paying basis.

Billboard. Any sign or advertisement used as an outdoor display for the purpose of making anything known, the origin or point of sale of which is remote from the display.

Block. A tract of land bounded by streets, or by a combination of streets, railway right-of-way or waterways.

Board. Shall mean the board of zoning appeals.

Broadcasting or Recording Studio. Means an establishment primarily engaged in the provision of broadcasting and other information relay services accomplished through the use of electronic and telephonic mechanisms, including radio, television, film, or sound recording studios.

Building. A structure having a roof supported by columns or walls for the shelter, support or enclosure of persons, animals, or chattels. When separated by division walls from the ground up without openings, each portion of such building shall be deemed a separate building.

Building, accessory. A building which is on a foundation that meets the requirements of the adopted building code on the same lot as the main building or principal use, and of a nature customarily incidental and subordinate to the main building or principal use.

Building, auxiliary. A building on the same lot as the main building or principal use which may be on a substandard permanent foundation and of a nature customarily incidental and subordinate to the

main building or principal use and does not exceed 99 square feet. For example, a portable metal storage shed on a concrete slab with modified footings is an auxiliary building.

Building, community. A building for social, educational, and recreational activities of a neighborhood or community, provided, that any such use is not operated for commercial gain.

Building, height. The vertical distance measured from the adjoining curb grade to the highest point of the roof, provided, that where buildings are set back from the street line, the height of the building may be measured from the average elevation of the finished grade along the front of the building.

Building line. A line that is the distance that is required by the city of Haysville Zoning Regulations between a principal structure or accessory structure and the property line of the lot on which the structure is located. This term refers specifically to the exterior face of a wall of an existing structure or the limits to which an exterior face of a wall of a proposed structure may be built but shall not include the face of one story unoccupied gable roofed areas over open porches, entrances or like appendages.

Car Wash. Means an establishment engaged in cleaning or detailing Motor Vehicles, whether self-service or automated.

Cargo container (shipping container). Any portable, weather-resistant receptacle, container or other structure that is designed or used for the storage or shipment of household goods, commodities, building materials, furniture, or merchandise. Not to be used as a base, platform, or location for business identification signs or temporary signs.

Cemetery. Means land used or intended to be used for burial of the dead, whether human or animal, including a mausoleum or columbarium. A Funeral Home may be included as an Accessory Use to a cemetery.

Church or Place of Worship. Means a premises or Site used primarily or exclusively for religious worship and related religious services or established Place of Worship, convent, seminary, or similar facility owned or operated by a bona fide religious group for religious activities.

Class "A" Club. A premises which is owned or leased by a corporation, partnership, business trust or association and which is operated thereby as a bona fide nonprofit social, fraternal or war veterans' club, as determined by the Director of Alcoholic Beverage Control of the Kansas Department of Revenue, for the exclusive use of the corporate stockholders, partners, trust beneficiaries or associates (hereinafter referred to as members) and their families and guests accompanying them. No memberships required.

Class "B" Club. A premises operated for profit by a corporation, partnership or individual, to which members of such club may resort for the consumption of food or alcoholic beverages and for entertainment. Memberships only.

Commission. The city of Haysville Planning Commission.

Community Assembly. Means an establishment providing meeting, recreational, educational, cultural, or social facilities for a private membership or non-profit association, primarily for use by members and guests. Typical uses include fraternal organizations, Class A Clubs, philanthropic

and eleemosynary institutions, private museums, art galleries, observatories, planetariums, botanical gardens, arboretums, zoos, and aquariums.

Construction Burn Site, General. A location where clean tree waste that is created as a result of accepted construction industry practices of clearing a property prior to development, or as a result of a construction project, such as the installation, replacement, or repair of sewer, water, drainage, paving, or other similar development activities, is permitted to be burned under controlled circumstances four or more times a year. Clean tree waste is defined as trunks, branches and attached leaves of woody perennial plants typically characterized by a main or multiple trunks that support branches and leaves. Lumber, sheet rock, yard waste, insulation, or other material normally disposed of at a construction and demolition, or municipal solid waste landfill is not permitted to be burned or disposed of at a commercial burn site. Construction burn site, general does not include a construction and demolition or a municipal solid waste landfill.

Construction Burn Site, Limited. A location where clean tree waste that is created as a result of accepted construction industry practices of clearing a property prior to development, or as a result of a construction project, such as the installation, replacement or repair of sewer, water, drainage, paving, or other similar development activities, is permitted to be burned under controlled circumstances three or less times a year. Clean tree waste is defined as trunks, branches and attached leaves of woody perennial plants typically characterized by a main or multiple trunks that support branches and leaves. Lumber, sheet rock, yard waste, insulation, or other material normally disposed of at a construction and demolition or municipal solid waste landfill is not permitted to be burned or disposed of at a commercial burn site.

Construction Sales and Service. Means an establishment engaged in the retail or wholesale sale of materials used in the construction and/or maintenance of buildings or other structures and/or grounds, as well as the outdoor storage of construction equipment of materials on lots other than construction sites. Typical uses include lumberyards, home improvements centers, lawn and garden supply stores, electrical, plumbing, air conditioning, and heating supply stores, swimming pool sales, construction and trade contractors' storage yards, landscape installation and/or maintenance services and pest extermination services.

Convenience Store. An establishment engaged in the retail sale of food, beverages, gasoline and other frequently or recurrently needed merchandise for household or automotive use and which may specifically include a car wash as an accessory use, but shall not include vehicle repair.

Correctional Facility. Means a facility providing housing and care for individuals confined for violations of law. Typical uses include jails, prisons, and juvenile detention centers.

Correctional Placement Residence, General. Means a facility occupied by more than 15 individuals, including staff members who may reside there.

Correctional Placement Residence, Limited. Means a facility occupied by three to 15 individuals, including staff members who may reside there.

Court. An open, unoccupied space other than a yard on the same lot with a building or group of buildings, and which is bounded on two or more sides by such building or buildings.

Inner court. A court other than an outer court. The length of an inner court is the minimum

horizontal dimension measured parallel to its longest side. The width of an inner court is the minimum horizontal dimension measured at right angles to its length.

Outer court. A court which opens onto a required yard, or street or alley. The width of an outer court is the minimum horizontal dimension measured in the same general direction as the yard, street or alley upon which the court opens. The depth of an outer court is the minimum dimension measured at right angles to its width.

Day Care. Means an establishment that provides care, protection, and supervision for individuals on a regular basis away from their primary residence for less than 24 hours per day. The term does not include the following: (1) kindergartens or nursery schools or other daytime programs operated by public or private Elementary, Middle and High Schools or institutions of higher learning; (2) facilities operated in connection with a shopping center or other principal activity, where individuals are cared for temporarily while parents or custodians are occupied on the premises, or are in the immediate vicinity and readily available; (3) special activity programs, including athletics, crafts instruction and similar activities conducted on a periodic basis by civic, charitable and governmental organizations; or (4) a "preschool" operated by a Church or Place of Worship as an accessory use and that is not leased to another group to operate and that meets the Kansas Department of Health and Environment regulations as a "preschool."

Day Care, General. Means a Day Care center that provides care, protection, and supervision for more than ten individuals at any one time, including those under the supervision or custody of the day care provider and those under the supervision or custody of employees, or a Day Care center for ten or fewer individuals at any one time that is not operated as a Home Occupation.

Day Care, Limited. Means a day care center operated as a home occupation that provides care, protection, and supervision for no more than ten individuals at any one time, including those under the supervision or custody of the day care provider and those under the supervision or custody of employees.

Day Reporting Center. Means a facility that provides nonresidential community supervision services to individuals or offenders who are under supervision of a court and any of whom are required to report to the facility for three or more days per week for six or more hours per day.

Detached Structure. Any building or structure that does not have a wall, roof or other structural member in common with or in permanent contact with another building or structure.

District. Any section of the City for which the regulations governing the use of buildings and premises and the height and area of buildings are uniform.

Dwelling unit. One or more rooms in a dwelling, apartment, condominium, or hotel designed for occupancy by one family for living purposes.

Easement. A grant of specific property rights to land for the use of the public, a corporation or another person or entity.

Family. An individual or two or more persons related by blood or marriage, or a group of not more than five persons (excluding household employees) not related by blood or marriage, living together in a single dwelling unit.

Entertainment Establishment. Mean any event center or any person or entity that provides entertainment.

Event Center. Means premises that are frequently rented out for public or private activities that are not repeated on a weekly basis, and that are not open to the public on a daily basis at times other than when an event is scheduled.

Farmer's Market. Means an outdoor place or market area with a formalized location where more than one Kansas farmer or grower gathers to sell agricultural products they have grown or raised. Other activities and other sellers may be accommodated at the market, but the sale of agricultural products shall be the focal point of the market activity. Other products that may be sold would typically include dried flowers, crafts and handicrafts that are made in the home, original artwork, and certain prepared foods.

Freight Terminal. Means a building or area in which freight brought by motor trucks or rail is assembled and/or stored for routing in intrastate or interstate shipment by motor truck or rail.

Frontage. The property on one side of a street between two intersecting streets (crossing or terminating) measured along the line of the street; or with a dead end street, all property abutting one side of such street measured from the nearest intersecting street and the end of the dead end street.

Frontage lot. That portion of the frontage which lies between the side lot lines of a single lot.

Funeral Home. Means an establishment engaged in preparing the human deceased for burial or cremation and arranging and managing funerals.

Garage.

Private garage. A detached accessory building or portion of a main building for the parking and temporary storage of automobiles of the occupants of the premises, and wherein (a) not more than one space is rented for parking to persons not occupants of the premises; (b) not more than one commercial vehicle per dwelling unit is parked or stored; and (c) the commercial vehicles permitted do not exceed 26,000 pounds gross vehicle weight rating.

Public garage. A building other than a private garage used for housing, care or repair of automobiles, or where such vehicles are equipped for operation, repaired, parked or stored for remuneration, hire, or sale.

Gas and/or Fuel, Storage and Sales. Means the use of a site for bulk storage and wholesale distribution of flammable liquid, gas, or solid fuel, excluding below-ground storage that is clearly ancillary to an allowed principal use on the site.

Golf Course. Means a tract of land developed for the purpose of providing private golf recreation services and support facilities. Included within this definition shall be regulation Golf Courses, executive Golf Courses, par-three Golf Courses, and any combination thereof on a common tract of land. Specifically excluded shall be pitch and putt courses, independent driving ranges and miniature golf courses.

Governing Body. The mayor and city council of the city of Haysville.

Government Service. Means Buildings or facilities owned or operated by a government entity and providing services for the public, excluding utilities and recreational services. Typical uses include administrative offices of government agencies and utility billing offices.

Grain Storage. Means facilities for the warehousing of agricultural products. Typical uses include grain elevators.

Green area. A landscape area set aside and maintained by the owner for the aesthetic enjoyment of the public.

Group Home. A dwelling unit as defined by K.S.A. 12-736 as amended, and is occupied by not more than ten persons, including eight or fewer persons with a disability who need not be related by blood or marriage and not to exceed two staff residents who need not be related by blood or marriage to each other or the residents of the home, which dwelling unit is licensed by a regulatory agency of the state, including the Kansas Department of Social and Rehabilitation Services, the Kansas Department of Health and Environment or the Kansas Department of Aging. Group Home also includes state licensed "Home Plus" adult care residences.

Group Residence. A residential facility providing cooking, sleeping and sanitary accommodations for a group of people, not defined as a family, on a weekly or longer basis. Typical uses include fraternity or sorority houses, dormitories, residence halls, boarding or lodging houses, children's homes, children in need of care under the Code for Care of Children and emergency shelters for the homeless and for victims of crime, abuse or neglect and include establishments providing guidance services for persons receiving non-court ordered alcohol or chemical dependence treatment which will comply with all applicable regulatory requirements of federal, state or local government agencies. The term "group residence" does not include "group home" or "correctional placement residence."

Group Residence, General. A group residence that is occupied by more than fifteen persons, including staff members who reside in the facility.

Group Residence, Limited. A group residence that is occupied by six to fifteen persons, including staff members who reside in the facility.

Hard surface. Concrete or other similar surface impervious to water and strong enough for the intended use. A "Hard Surface" differs from an "All- Weather Surface" in that a "Hard Surface" does not include gravel or rock.

Hazardous Operations. Means activities that present serious hazards to human life and health. Typical uses include arsenals, atomic reactors, explosives and fireworks manufacture, hazardous waste disposal, medical waste disposal, and radioactive waste handling.

Heliport. Means the area of land, water, or structure, including any building or facilities thereon, used or intended to be used for the landing and takeoff of helicopters.

Home occupation. A business, profession, occupation or trade conducted in a dwelling unit, for gain or support by a resident of the dwelling unit and which is accessory to the use of the dwelling unit as a residence.

Hospital. Means an institution that: (1) offers services more intensive than those required for room, board, personal services and general nursing care; (2) offers facilities and beds for use beyond 24 hours by individuals requiring diagnosis, treatment, or care for illness, injury, deformity, infirmity, abnormality, disease or pregnancy; and (3) regularly makes available at least clinical laboratory services, diagnostic X-ray services and treatment facilities for surgery or obstetrical care, or other definitive medical treatment of similar extent. Hospitals may include offices for medical and dental personnel, central service facilities such as pharmacies, medical laboratories, and other related uses.

Hotel/Motel. Means an establishment used, maintained or advertised as a place where sleeping accommodations are supplied for short term use by Transient Guests, usually for less than a week, in which rooms are furnished for the accommodation of such transient guests, which may have as an accessory use one or more dining rooms, and may include individual kitchen facilities. Typical uses include hotels, motels, tourist courts and emergency shelters for the homeless and for victims of crime, abuse or neglect.

Improvements. All facilities constructed or erected by a subdivider within a subdivision to permit and facilitate the use of lots or blocks for residential, commercial or industrial purposes. Improvements shall include all facilities listed in Article VII of the subdivision regulations adopted by the city.

Kennel, Boarding/Breeding/Training. Means premises housing five or more adult dogs, three or more of which are owned by someone other than the property resident, and premises housing over ten adult dogs.

Kennel, Hobby. Means premises housing five to ten adult dogs owned by the property resident.

Landfill. Means a disposal facility employing an engineered method of disposing of solid waste, including demolition and construction debris.

Library. Means a publicly operated facility housing a collection of books, magazines, audio and video tapes, or other material for borrowing and use by the general public.

Livable area. The total contiguous area of a dwelling unit.

Loading space. Space logically and conveniently located for bulk pickups and deliveries, scaled to such vehicles when required off-street parking space is filled. Required off-street loading space is not to be included as off-street parking space in computation of required off-street parking space. (See also Section 500.)

Lot. A portion or basic parcel of a subdivision or other tract of land intended to be the parcel by which such land would be individually developed and transferred. A building site or parcel of land occupied or intended to be occupied by a building and accessory buildings, and including such open spaces as are required under this article and having its principal frontage upon a public street or officially approved place.

Corner lot. A lot located at the intersection of two or more streets. A lot abutting on a curved street or streets shall be considered a corner lot if straight lines drawn from the foremost points of the side lot lines to the foremost point of the lot meet at an interior angle of less than 135 degrees.

Interior lot. A lot other than a corner lot.

Through lot. A lot not a corner lot with frontage on more than one street.

TABLE: LOT TYPES

STREET				
CORNER	INTERIOR	THROUGH	INTERIOR	KEY
CORNER	INTERIOR		INTERIOR	INTERIOR
				KEY
STREET				

Lot area. The total horizontal area within the lot line of a lot.

Lot depth. The horizontal distance between the front and rear lot lines measured along the median between the two side lot lines.

Lot lines. The lines bounding a lot as defined herein.

Lot of record. A lot or portions of one or more lots which are a part of a subdivision, the map of which has been recorded in the office of the register of deeds in Sedgwick County or a plot described by metes and bounds, the description of which has been recorded in the office of the register of deeds of Sedgwick County.

Lot split. The dividing or redividing of a lot or lots in a recorded plat of a subdivision into not more than two tracts that meet the criteria established within the subdivision regulations.

Lot width. The horizontal distance between the side lot lines measured at right angles to the lot depth at a point midway between the front and rear lot lines measured along lot depth.

Manufactured home. Means a structure consisting of one or more mobile components manufactured to the standards embodied in the federal Manufactured Home Construction and Safety Standards Act generally known as the HUD Code, established pursuant to 42 U.S.C. 5403. Such units shall provide all the accommodations necessary to be a dwelling unit and shall be connected to all utilities in conformance with applicable regulations. For purposes of these regulations, the term Manufactured Home, when used by itself, shall not include a residential design manufactured home as defined in these regulations.

Manufactured home park. A parcel of land that has been planned and improved in some manner and used or intended to be used by occupied Manufactured Homes not placed on permanent foundations. The term Manufactured Home Park does not include sales lots on which unoccupied Manufactured Homes, whether new or used, are parked for the purposes of storage, inspection,

or sale; nor does it include a tract of land on which a Manufactured Home as a second Dwelling Unit has been permitted on a temporary basis as a Conditional Use in accordance with these regulations.

Manufactured home park boundary line. The outermost property line that encloses the spaces/lots contained within a manufactured home park or subdivision.

Manufactured home space. Shall mean a parcel of ground within a manufactured home park that is designated and intended to accommodate one manufactured home or mobile home, that provides service facilities for water, sewer, and electricity. Also referred to as a lot.

Manufactured home subdivision. Means a subdivision that is platted for Development as individual home sites for Manufactured Homes, modular homes, Residential-Design Manufactured Homes, and site-built Single-Family Dwelling Units, all of which are required to be placed on permanent foundations.

Manufacturing, General. Means an establishment engaged in the manufacture, predominantly from previously prepared materials or from lightweight nonferrous materials, of finished products or parts, including processing, fabrication, assembly, treatment and packaging of such products, and incidental storage, sales, and distribution of such products, but excluding Basic Industry. Typical uses include apparel and garment factories, appliance manufacturing and assembly, bakeries engaged in large-scale production and wholesale distribution, beverage manufacturing and bottling (excluding breweries), boat building and repair, electrical and electronic equipment, food processing (excluding slaughterhouses and rendering plants), furniture and fixtures, jewelry manufacturing, laundry and dry cleaning plants, leather products, meat cutting and wholesale storage, machine shops, motion picture production lots, musical instrument manufacturing, pharmaceutical and toiletries manufacturing, rubber and plastics products manufacturing, tobacco products manufacturing and toy manufacturing.

Manufacturing, Limited. Means an establishment primarily engaged in the on-site production of goods by hand manufacturing that generally involves only the use of hand tools or other equipment not exceeding two horsepower or a kiln not exceeding eight kilowatts, which may include assembly and packaging, as well as incidental, direct sales to consumers of those goods produced on-site. Typical uses include ceramic shops, candle-making shops, custom jewelry manufacturing, electronic and computer products assembly, ice cream manufacturing, millwork and cabinetry, monument and grave marker manufacturing, precision machining of tools, dies and jigs, production of instruments and lenses for medical, dental, optical, scientific, and other professional purposes, and upholstery shops.

Marine Facility, Recreational. Means a facility relating to recreational boating. Typical uses include boat docks, marinas, boathouses, and yacht clubs.

Master plan. Any plan or map adopted by the city for guidance of growth and improvement of the city and its environs including modifications or refinements that may be made from time to time.

Medical Service. Means an establishment providing therapeutic, preventive, or corrective personal treatment services on an out-patient basis by physicians, dentists, and other practitioners of the medical or healing arts, as well as the provision of medical testing and

analysis services. Typical uses include medical and dental offices and clinics, blood banks and medical laboratories.

Metes and bounds means a system of describing and identifying a parcel of land by measures (metes) and direction (bounds) from an identifiable point of reference.

Microbrewery. Means a brewery that: (1) is licensed by the Director of Alcohol Beverage Control of the state Department of Revenue; (2) produces no more than 5,000 barrels of beer per year; and (3) does so in a completely enclosed building.

Mining or Quarrying. Means the extraction of metallic and nonmetallic minerals, excluding Oil or Natural Gas. Typical uses include sand, soil and gravel pit operations, quarries, and mines.

Mobile Food Unit. Means any self-contained vehicle, trailer, cart, wagon, or other type of conveyance from which any food and/or beverage is offered for sale.

Mobile Home. means a movable detached Single-Family Dwelling Unit that was manufactured according to standards prior to 1976 or that does not conform to the Manufactured Home Construction and Safety Standards Act (HUD Code). Such units shall provide all of the accommodations necessary to be a Dwelling Unit and be connected to utilities in conformance with all applicable regulations. The term Mobile Home does not include a Recreational Vehicle.

Monument sales. Means an establishment primarily engaged in the retail sale of Monuments, such as headstones, footstones, markers, statues, obelisks, cornerstones, and ledges, for placement on graves, including indoor or Outdoor Storage.

Multi-Family. Means the use of a site for three or more dwelling units within a single building. Typical uses include triplexes, fourplexes, apartments, residential condominiums, and townhouses.

Neighborhood Swimming Pool. Means any non-publicly owned swimming pool that is not located on the same Lot as a residential Dwelling Unit but that is intended as an amenity for use by the residents and their guests of that subdivision or by a group of subdivisions in the immediate vicinity.

Nightclub. Means an establishment that provides entertainment, which may include the provision of dancing by employees or patrons, and which may or may not serve food or that provides entertainment.

Nonconforming structure or lot. A structure, or lot, lawfully existing at the time this zoning ordinance became effective, or as amended, which does not conform with the setback, height, lot size or other dimensional or property development standards applicable to the zoning district in which the structure or lot is located.

Nonconforming use. Use of any land, building or structure which does not comply with the use regulations of the zoning district in which such use is located but which complied with the use regulations in effect at the time the use was established.

Nurseries and Garden Centers. A place of business where retail and wholesale products and

produce are sold to the consumer. These centers, which may include a nursery and/or greenhouses, import most of the items sold, and may include plants, nursery products and stock, and other garden and farm variety tools and utensils.

Nursing facility. Means any state licensed place or facility operating 24 hours a day, seven days a week, caring for six or more individuals not related within the third degree of relationship to the administrator or owner by blood or marriage and who, due to function impairments, need skilled nursing care to compensate for activities of daily living limitations and includes state licensed “nursing facility for mental health; and a state licensed “residential health care facility” when it is attached to a state licensed Nursing Facility. The term Nursing Facility does not include assisted living, group home, group residence or hospital.

Office, General. Means an establishment providing executive, management, administrative or professional services, but not involving medical or dental services or the sale of merchandise, except as incidental to a Permitted Use. Typical uses include real estate, insurance, property management, investment, employment, travel, advertising, law, architecture, design, engineering, accounting and the teaching of these and similar activities, and communication switching facilities and telecommunication carriers that are accompanied by office uses and with all facilities within the building or underground.

Oil and gas drilling. Means the subsurface extraction of oil or natural gas.

Original tract. A tract of land in existence at the time that Sedgwick County adopted subdivision regulations. (July 1, 1969)

Owner. Any person or persons, firm or firms, corporation or corporations, or any other legal entity having legal title to land.

Parks and Recreation. Means a park, playground, or community facility that is owned by or under the control of a public agency or homeowners' association and that provides opportunities for active or passive recreational activities, and a cultural facility that provides cultural services to the public, including a museum, art gallery, observatory, planetarium, botanical garden, arboretum, zoo, or aquarium that is owned by or under the control of a public agency. For purposes of this definition, Parks and Recreation shall include those parks, community facilities, and cultural facilities that are owned by or under the control of a public agency and leased to private entities for recreational activities, including recreational and cultural uses that involve paid admission or that allow the sale of cereal malt beverages or alcoholic beverages for consumption on the premises.

Parking area and/or accessory drive, ancillary. Means an area other than a Private or Commercial Parking Area, Street or Alley that is located in any district from the most restrictive through NO inclusive, and that is used for the Parking of passenger vehicles as accessory parking to a Principal Use that requires the same or a more intensive District than the district in which the Ancillary Parking Area is located. Parking areas--public or customer improved in accordance with the parking appendix.

Parking Area, Commercial. Means an area or structure used or intended to be used for the off-street parking of operable motor vehicles on a temporary basis, other than as accessory parking to a principal nonresidential use.

Parking area, private. An area, other than a Street or Alley, used or intended to be used for the Parking of the Motor Vehicles, boats, Trailers that are exempt from Motor Vehicle registration by the state or are registered or are required by law to be registered with a 2M+ Kansas license plate in the city or 8M in the County, and unoccupied Recreational Vehicles, any of which shall be owned, leased, borrowed, etc. by the occupants of a Dwelling Unit that is located on the same Zoning Lot, and wherein not more than one Commercial Vehicle per Dwelling Unit is parked and the permitted Commercial Vehicle does not exceed 26,000 pounds gross vehicle weight rating.

Parking space. (Automobile) A hard surface, (except may be “all weather” in areas identified as flood plains by the Zoning Administrator), surfaced area on privately owned property within or without a building or on a private or public parking area and sufficient in size for the parking of one automobile. The area shall conform to design criteria set forth in Section 500.

Parts Car. An inoperable motor vehicle, including any vehicle without current registration, which is owned by a collector to furnish parts which will enable the collector to restore, preserve and maintain a special interest vehicle, street rod vehicle or antique.

Pawnshop. Means an establishment primarily engaged in the loaning of money on the security of property pledged in the keeping of the pawnbroker, and the sale of such property. Temporary outdoor display of merchandise for sale is permitted. No other outdoor storage is permitted.

Pedestrian way. A right-of-way for pedestrian traffic.

Personal Care Service. Means an establishment primarily engaged in the provision of frequently or recurrently needed services involving the care of a person or his personal goods or apparel. Typical uses include beauty and barber shops, electrolysis studios, shoe shining and/or repair operations, tailors and neighborhood laundry and dry cleaning operations.

Personal Improvement Service. Means an establishment primarily engaged in the provision or informational, instructional, personal improvement, and similar services of a nonprofessional nature. Typical uses include portrait shops, photography studios, art and music schools, licensed massage therapists, health and fitness studios, swimming clubs, tattooing and body piercing, and handicraft or hobby instruction.

Place. An open unoccupied space other than a street or alley permanently reserved as the principal means of access to abutting property.

Planning consultant. Any person, firm, partnership, association, or corporation contracted to provide professional planning advice or service to the city.

Plat. A drawing/map by a professional surveyor of a tract of land that has been lawfully subdivided meeting the criteria established in the subdivision regulations and duly recorded in the office of the register of deeds of Sedgwick County.

Porch. A roofed structure projecting from a building and separated from the building by the walls thereof and having no enclosing features except roof supports and open railing.

Post office substation. Means a facility or structure owned by the U.S. Postal Service that is used

for the collection, sorting, and distribution of mail within several zip code areas and having limited retail services for the general public, such as the sale of stamps, postcards and postal insurance.

Printing and Copying, Limited. Means an establishment engaged in retail photocopying, reproduction, photo developing or blueprinting services.

Printing and Publishing, General. Means the production of books, magazines, newspapers, and other printed matter, as well as record pressing and publishing, and engraving and photoengraving, but excluding printing and copying, limited.

Public way. Any parcel of land unobstructed from the ground to the sky, more than 10 feet in width, appropriated to the free passage of the general public.

Recreation and Entertainment, Indoor. Means a privately-owned establishment offering recreation, entertainment, or games of skill to the general public or members that is wholly enclosed in a building. Typical uses include bowling alleys, indoor theaters, bingo parlors, pool halls, billiard parlors, video game arcades, racquetball, and handball courts, and amusement rides. It does not include buildings typically accessory to a subdivision that are for use by the subdivision's residents and their guests.

Recreation and Entertainment, Outdoor. Means a privately-owned establishment offering recreation, entertainment, or games of skill to the general public or members wherein any portion of the activity takes place in the open. Typical uses include archery ranges, batting cages, golf driving ranges, drive-in theaters, miniature golf courses, "pitch and putt" facilities, tennis courts, and amusement rides. It does not include golf courses, parks, open space, and recreational facilities typically accessory to a subdivision that are for use by the subdivision's residents and their guests.

Recreational vehicle campground. Means the use of land designated for occupancy by recreational vehicles for temporary or transient living purposes, including the use of camping spaces for tents.

Recycling Collection Station, Private. Means outdoor freestanding containers that are designed to receive, and store pre-sorted recyclable materials not intended for disposal and that are available only to those members or employees of the church, school, office building, or other principal use located on the same property as the station. Containers shall be constructed and maintained with durable waterproof and rust-resistant materials and shall be equipped with lids or doors to prevent access to stored materials by animals or vermin and to preclude stored materials from being scattered by wind. This definition shall not include containers used for curbside recycling or containers used by a commercial or industrial enterprise for collection and/or compression of materials that are a byproduct or integral part of such enterprise.

Recycling Collection Station, Public. Means outdoor freestanding containers not occupying an area greater than 400 square feet (exclusive of area required for vehicular access) that are designed to receive and stored pre-sorted recyclable materials not intended for disposal and that are available to the general public. Containers shall be constructed and maintained with durable waterproof and rust-resistant materials and shall be equipped with lids or doors to prevent access to stored materials by animals or vermin and to preclude stored materials from

being scattered by wind.

Recycling Processing Center. Means a building or land use in excess of 400 square feet devoted to the receipt, separation, storage, baling, conversion, and/or processing of recyclable materials, but not including wrecking/salvage yard.

Replat. The re-subdivision of a tract of land that has previously been lawfully subdivided and a plat of such prior subdivision duly recorded.

Research Services. Means an establishment engaged in conducting basic and applied research, including production of prototype products when limited to the minimum scale necessary for full investigation of the merits of a product, excluding production of products used primarily or customarily for sale or for use in non-prototype production operations.

Residential-Design Manufactured Home. means a Manufactured Home on a permanent foundation that has minimum dimensions of 22 body feet in width, a pitched roof, siding and roofing materials that are customarily used on site-built homes, and that complies with the architectural and aesthetic standards specified in (see Section 504). A Residential-Design Manufactured Home shall be considered a Single-Family Dwelling Unit. (K.S.A. 12-742)

Restaurant. Means an establishment where the principal business is the sale of food and beverages in a ready-to-consume state, including the retail sale of alcoholic liquor or cereal malt beverages for consumption on the premises, but not as a Tavern and Drinking Establishment as defined herein.

Retail, General. Means the sale or rental of commonly used goods and merchandise for personal or household use, but excludes those classified more specifically in this section. Typical uses include grocery stores, department stores, furniture stores, clothing stores and establishments providing the following products or services: household electronic equipment, sporting goods, bicycles, office supplies, home furnishings, household appliances, wallpaper, carpeting and floor-covering, art supplies, kitchen utensils, jewelry, drugs, cosmetics, books, notions, antiques or automotive parts and accessories.

Reverse Vending Machine. Means an automated mechanical device that accepts one or more types of recyclable materials and issues a cash refund or a redeemable credit slip. A reverse vending machine may sort and reduce materials mechanically, provided the entire process is enclosed within the machine.

Riding academy or stable. Means a commercial establishment for boarding, breeding, training, or raising of horses not owned by the owners or operators of the establishment, rental of horses for riding, or other equestrian activities. Riding Academy or Stable shall not include Rodeo.

Rock crushing. Means an establishment engaged in crushing rock or stone milling.

Rodeo. Means a competition, exhibition, or demonstration involving persons, equines, and/or bovines in which participants display various skills in one or more events such as, but not limited to, bareback riding, saddle bronco riding, street wrestling, roping, team roping, tie-down roping, barrel racing, bull riding, or similar events.

Safety Services. A facility for conduct of public safety and emergency services, including fire and police protection services and emergency medical and ambulance services.

Salvage material. Means material, including but not limited to, scrap brass, scrap copper, scrap iron, scrap lead, scrap tin, scrap zinc and all other scrap metals and alloys, bones, rags, used cloth, used rope, used rubber, used tinfoil, used bottles, playground equipment, old or used machinery of any type, used tools, used appliances, used fixtures, used furniture, used utensils, used lumber, used boxes or crates (fabricated of any material), used pipe or pipe fittings, used conduit or conduit fittings, used automotive parts, used tires, and other manufactured goods that are so worn, deteriorated or obsolete as to make them unusable in their existing condition.

School, Elementary, Middle, & High. The use of a site for instructional purposes on an elementary or secondary level, including both public schools as well as private schools that have curricula similar to those in public schools.

Screening. Fencing, evergreen vegetation or landscaped earth berms maintained for the purpose of concealing from view the area behind such fences, evergreen vegetation or berms.

Secondhand Store. Means a retail establishment other than an antique store that engages in the purchase and resale of used goods such as clothing, furniture, appliances, books, and other household items. Temporary outdoor display of merchandise for sale is permitted. No other outdoor storage is permitted.

Service Station. Means an establishment primarily engaged in the retail sale of gasoline or other motor fuels that may include accessory activities, such as the sale of lubricants, automotive accessories, or supplies, the lubrication or washing of motor vehicles, the minor adjustment or repair of motor vehicles and may specifically include a car wash.

Setback line. The distance that is required by this Code between a Principal Structure or Accessory Structure and the property line of the Lot on which the Structure is located. (Note: The term Setback refers to a required minimum area, while the term Yard refers to the actual open area.)

Sexually Oriented Business. Means an adult arcade, adult bookstore, adult novelty store, adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, escort agency, nude model studio, or sexual encounter center.

Short-term Residential Rental. Means any non-owner-occupied dwelling which (1) contains rooms furnished for the purposes of providing lodging to transient guests; (2) is kept, used, maintained, advertised or held out to the public as a place where sleeping accommodations are available for pay or compensation by transient guests; and (3) rental is less than 28 days.

Signs. As defined by Appendix D, Haysville Municipal Code.

Sight/Vision Triangle. A triangular area on a lot that is located adjacent to the area where two streets intersect. The triangle has two sides measured from the center of right-of-way, and a third side across the lot which connects the ends of the two sides. In all districts, the two lot lines establishing the sight triangle shall be a minimum distance of 60 feet. However, such standards may be increased to reflect unusual topography, sight distance, angle of street

or roadway, vegetation or intensity of traffic volumes or speed. At street intersections, which are provided automatic traffic signalization, the Administrative Committee may modify or waive the sight triangle restrictions. The Zoning Administrator or City Inspector shall determine, upon request, the location of any sight triangle. (Code 2023)



Single-Family. Means the use of a lot for only one detached principal dwelling unit, excluding a structure used as a group residence, that may be a residential design manufactured home but shall not be a mobile home.

Solid Waste Incinerator. Means a permanent facility operated alone or in conjunction with a recycling processing center or landfill for the purpose of burning solid waste or trash and converting it to ash.

Street. A thoroughfare, whether public or private, 25 feet or more in width. For the purpose of this chapter, the word “street” shall include the words “road,” “highway,” “boulevard,” “avenue,” etc.

Residential street. Any street designed primarily to provide access to abutting property to include lanes, drives, circles, boulevards, or any other designation that might be given to such streets.

Road or roadway. The paved or improved area existing on the street right-of-way exclusive of sidewalks, driveways or related uses.

Sub collector. Any street designed to provide passage to residential streets and convey traffic to collector streets or through traffic to lower order streets.

Storage, Outdoor as Principal Use. Means the keeping, storing, placing or locating outside of an enclosed structure for more than 72 consecutive hours any property, goods, products, equipment, trailers, portable storage containers, or other similar items not considered accessory uses as listed in this code. The term storage, outdoor (or outdoor storage) does not include vehicle storage yard.

Street lines. A property line identified between a parcel of land and the street right of way.

Structure or building. Anything constructed or erected with a fixed location on the ground or attached to something having a fixed location on the ground. Among other things, structures

include buildings, mobile homes, walls, billboards and poster panels. For the purpose of this chapter, fences will not be considered structures.

Subdivider. The owner, or any other person, firm or corporation authorized by the owner, undertaking proceedings under the provisions of the subdivision regulations for the purpose of subdividing land.

Subdivision. Any division or redivision of land by means of mapping, platting, conveying, changing, or rearranging of boundaries, or otherwise, and shall also relate to the process of subdividing or other land subdivided, where appropriate to the context.

Tattooing and Body Piercing Facility. Means any room or space, or part thereof, where the act of tattooing, body piercing, or permanent color technology is conducted.

Tavern and Drinking Establishment. An establishment engaged in the preparation and retail sale of alcoholic liquor or cereal malt beverage for consumption on the premises that derives in a six-month period less than fifty percent (50%) of its gross revenues from the sale of food and beverages for consumption on the premises. For the purposes of this Code, the term Tavern and Drinking Establishment shall include Class B Club.

Teen Club. Means any building or part or other enclosed place where a teen dance is held or teen dancing is permitted.

Three-Four Family. Means the use of a lot for three or four principal dwelling units within a single building.

Tiny Home. Means the use of a lot for one detached principal dwelling unit not to exceed 599 square feet in size.

Transfer Station. Means any enclosed facility where solid wastes are transferred from one vehicle or rail car to another or where solid wastes are stored and consolidated before being transported for disposal elsewhere.

Transient Guest. Means a person who occupies a short-term residential rental for not more than twenty-eight (28) consecutive days.

Two Family. Means the use of a lot for two principal dwelling units within a single building.

University or College. Means an institution of higher education (post High School) offering undergraduate or graduate degrees in higher learning, including seminaries.

Use, principal. The main and primary purpose for which land or a structure is designed, arranged or intended, or for which it may be occupied or maintained under this ordinance.

Utility, Major. Means generating plants; electrical switching facilities and primary substations; water and wastewater treatment plants; water tanks; and radio, television and microwave transmission towers; and similar facilities of agencies that are under public franchise or ownership to provide the general public with electricity, gas, heat, steam, communication, rail transportation, water, sewage collection or other similar service. The term Utility, Major shall not be construed to include corporate or general offices; gas or oil processing; manufacturing

facilities; postal facilities, communication switching facilities that are accompanied by office uses, telecommunication carrier with transmission equipment for long-distance call and high-speed Internet connections with one or more telecommunication carrier located within a building, or other uses defined in this section.

Utility, Minor. Means services and facilities of agencies that are under public franchise or ownership to provide services that are essential to support development and that involve only minor structures, such as poles and lines, and structures not exceeding 150 cubic feet in size and six feet in height that do not generate discernable noise, odor or vibration within any nearby residential district, and that comply with the setback requirements of the district in which they are located.

Variance. To authorize in specific cases a deviation from the specific terms of the zoning ordinance, which will not be contrary to the public interest and where owing to special conditions, a literal enforcement of the provisions of the zoning ordinance will, in an individual case, result in unnecessary hardship, and provided the spirit of the zoning ordinance shall be observed, public safety and welfare secured and substantial justice done. Such variance shall not permit any use not permitted by the zoning ordinance in such district.

Vehicle and Equipment Sales, Outdoors. Means an establishment engaged in the retail or wholesale sale or rental, from the premises, of motor vehicles or equipment, along with incidental service or maintenance. Typical uses include new and used automobile and truck sales, automobile rental, boat sales, motorcycle sales, construction equipment rental yards, trailers and/or moving trailer rental.

Vehicle, Commercial. means any truck, van, panel truck, delivery van, Trailer, semitrailer or pole trailer drawn or designed to be drawn by a Motor Vehicle, which vehicle was designed, used and/or maintained for the transportation of more than ten persons or the delivery of property for hire, compensation, profit or in the furtherance of any commercial enterprise.

Vehicle, Inoperable. means any vehicle that is unable to operate or move under its own power. It shall also mean any Motor Vehicle that is in an abandoned, wrecked, dismantled, scrapped, junked or partially dismantled condition that includes having no wheels, or lacking other parts necessary for the normal operation of the vehicle. It shall also mean any vehicle that because of mechanical defects, a wrecked or partially wrecked frame or body or dismantled parts, cannot be operated in a normal, and safe manner. It shall also mean any vehicle with an absence of display of current registration. An Inoperable Vehicle shall not include vehicles needing only the inflation of tires, the installation of a battery or the addition of fuel in order to operate. In the City, an Inoperable Vehicle shall also include any Vehicle with uninflated tires or otherwise meeting the definition of Inoperable Vehicle in Title 8 of the Code of the City of Wichita.

Vehicle, Motor. means every motorized vehicle, other than a motorized bicycle or a motorized wheelchair, that is self-propelled, and every vehicle that is propelled by electric power obtained from overhead trolley wires, but not operated upon rails. See Vehicle, Commercial and Vehicle, Passenger.

Vehicle, Passenger. means a Motor Vehicle that is designed primarily to carry ten or fewer passengers, and that is not used as a Commercial Vehicle.

Vehicle, Recreational. means a unit designed as temporary living quarters for recreational, camping or travel use that has a body width not exceeding eight feet and a body length not exceeding 40 feet. Units may have their own power, or designed to be drawn or mounted on a Motor Vehicle. Recreational Vehicle shall include motor homes, travel trailers, truck campers, camping trailers, converted buses, houseboats or other similar units as determined by the Zoning Administrator. A Recreational Vehicle may or may not include individual toilet and bath.

Vehicle Repair, General. Means an establishment primarily engaged in painting of or body work to Motor Vehicles or heavy equipment. Typical uses include paint and body shops.

Vehicle Repair, Limited. Means a use providing repair of Motor Vehicles or maintenance services within completely enclosed Buildings, but not including paint and body shops or other general Vehicle Repair services. Typical uses include businesses engaged in the following activities:(1) electronic tune-ups; (2) brake repairs (including drum turning); (3) air conditioning repairs; (4) transmission and engine repairs; (5) generator and starter repairs; (6) tire repairs; (7) front-end alignments; (8) battery recharging; (9) lubrication; and/or (10) sales, repair and installation of minor parts and accessories, such as tires, batteries, windshield wipers, hoses, windows, etc.

Vehicle Storage Yard. Means the keeping outside of an enclosed building for more than 72 consecutive hours of one or more motor vehicles (except inoperable vehicles), boats, trailers, or unoccupied recreational vehicles. The term vehicle storage yard does not include wrecking/salvage yard.

Vocational School. A use providing education or training in business, commercial trades, language, arts or other similar activity or occupational pursuit, and not otherwise defined as a University or College or Elementary, Middle, and High School.

Warehouse, Self-Service Storage. Means an enclosed storage facility of a commercial nature containing independent, fully enclosed bays that are leased to persons exclusively for dead storage of their household goods or personal property.

Warehousing. Means the storage of materials, equipment, or products within a building for manufacturing use or for distribution to wholesalers or retailers, as well as activities involving significant movement and storage of products or equipment. Typical uses include major mail distribution centers, frozen food lockers, and moving and storage firms, but excluding self- service storage warehouses.

Welding or Machine Shop. Means a workshop where machines, machine parts, or other metal products are fabricated. Typical uses include machine shops, welding shops, and sheet metal shops.

Wholesale or Business Services. Means an establishment primarily engaged in the display, storage and sale of goods or services to other firms.

Wireless Communication Facility. Means a Lot containing equipment at a fixed location that enables wireless communications between user equipment and a communications network, including, but not limited to: (A) a wireless support structure consisting of a freestanding support structure, such as a monopole, guyed, or self-supporting tower or other suitable existing or alternative structure designed to support or capable of supporting wireless facilities;

(B) a base station that supports or houses an antenna, transceiver, coaxial cables, power cables or other associated equipment at a specific site that is authorized to communicate with mobile stations, generally consisting of radio transceivers, antennas, coaxial cables, power supplies and other associated electronics; (C) equipment associated with wireless services such as private, broadcast and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul; and/or (D) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies and comparable equipment, regardless of technological configuration.

Wrecking/Salvage Yard. Means a lot, land, or structure, or part thereof, used for the collecting, dismantling, storing, and/or salvaging of machinery, equipment, appliances, inoperable vehicles, vehicle parts, bulky waste, salvage material, junk, or discarded materials; and/or for the sale of parts thereof. Typical uses include motor vehicle salvage yards and junkyards.

Yard. An open space, other than a court, on the same lot with a building or group of buildings, which open space lies between the building or group of buildings and the nearest lot line, is unoccupied and unobstructed from the ground upward, except as provided in this chapter.

Front yard. A yard extending across the full width of the lot, the depth of which is the minimum horizontal distance between the front property line and the building line. On corner lots, the street address shall determine the primary front yard requirement which shall have the required front yard depth and the subordinate front yard other shall have no less than fifteen (15) feet.

Rear yard. A yard extending across the full width of the lot between the nearest rear main building and the rear lot lines. The depth of the required rear yard shall be measured horizontally from the nearest part of a main building toward the nearest point of the rear lot lines. In case of through lots and corner lots there will be no rear yards, but only front and side yards.

Side yard. From the front yard to the point of intersection of the rear yard or property line, when no rear yard exists.

Street yard. The area of a lot, which lies between the property line abutting a street and the street wall line of the building. If a building has a rounded street wall or if the building is on an irregular-shaped lot, wall lines extending parallel to the street wall from the points of the wall closest to the side property lines shall be used to define the limits of the street yard.

ARTICLE 3. GENERAL REGULATIONS

300 BASE DISTRICTS

The Zoning Districts presented in this article are referred to as “Base Districts” because they establish the basic zoning regulations that apply to all properties classified in, or shown on, the Official Zoning Map as in that Zoning District. All land in the city has a Base District classification. Base District regulations control the types of uses allowed and the way in which uses, and buildings may be developed on a site. The Base District regulations are the default regulations - they always control unless expressly overridden by or pursuant to any applicable Overlay Zoning District regulations.

Districts will be divided as follows:

- A. Residential - SF15, SF, SFZ, TH, TF, MF4, MFA, MH;
- B. Commercial - HMC, OC, LC, HC;
- C. Industrial - LI, HI;

301 DISTRICT MAP ADOPTED

A. Boundaries of the zoning districts set out in Section 300 are hereby established as shown on the map designated as the official zoning map. The map and all the notations, references and information shown thereon are hereby made as much a part of this chapter as if the same were set forth in full herein. It shall be the duty of the city clerk to keep in file in his or her office an authentic copy of the map, all charges, amendments or additions thereto, and duplicate copies thereof shall be kept on file in the zoning office.

B. When definite distances in feet are not shown on the zoning district map, the district boundaries are intended to be along existing street, alley, or platted lot lines or extension of the same, and if the exact location of such line is not clear, it shall be determined by the zoning administrator, due consideration being given to location as indicated by the scale of the zoning district map.

C. When the streets or alleys on the ground differ from the streets or alleys as shown on the zoning district map, the zoning administrator may apply the district designations on the map to the streets and alleys on the ground in such manner as to conform to the intent and purpose of the zoning regulations.

D. While both ordinances may be published on the same day, the annexation ordinance must be published first if they are published on separate days.

E. All land hereafter annexed shall be classified as SF15, SF or SFZ, as designated by the annexation ordinance. The property owner, Planning Commission or governing body may file an application initiating a request for a change in zoning classification to any other district and/or for a conditional use. Such changes may be considered during the process of annexation. While the Planning Commission may hold the required public hearing on a rezoning change or conditional use application prior to annexation, the effectuating ordinance for the zone change or conditional use cannot be published until the land is first annexed into the city. While a zone change or conditional use ordinance and annexation ordinance may be published on the same day, the annexation ordinance must be published first if they are published on separate days. Whenever any street, alley or other public way is vacated by official action of the governing body, the zoning districts adjoining each side of such street, alley or public way shall automatically

extend to the center of such vacation and all the area included in this vacation shall then and thenceforth be subject to all regulations of the extended district.

302 BOUNDARIES OF DISTRICTS

The boundaries of the districts are, unless otherwise indicated, the centerline of streets and alleys.

303 REGULATIONS; ALL DISTRICTS

The rules and regulations governing all zoning districts in the city shall be as follows:

A. Except as specifically noted in this article, the type of construction permitted will be governed by the building codes duly adopted and in use in the city.

B. No yard, court or other open space provided about any building for the purpose of complying with the provisions of this chapter shall be diminished in any way or again used, in whole or in part, as a yard, court or other open space for another building.

C. Except as hereinafter provided:

1. No building or structure shall be erected, converted, enlarged, reconstructed or structurally altered for use, nor shall any building or structure or land to be used or changed in use to not comply with all of the district regulations established by this chapter for the district in which the building, structure or land is located, except as noted in Article 6.
2. The yard regulations and the lot area provisions required by this chapter shall be considered minimum regulations for each and every building or structure existing at the time of the effective date of this chapter for any building or structure hereafter erected or structurally altered. No land required for yards or for lot area provisions now in use for an existing building or structure hereafter erected or structurally altered shall be considered as a minimum for a yard or lot area for any other building or structure.
3. Every building or structure hereafter erected, enlarged or converted to a use which requires off-street parking shall provide garage space or parking space in compliance with all of the district regulations established by this chapter for the district in which the building or structure is located.
4. Every building or structure hereafter erected, enlarged or converted for commercial or industrial purposes, shall provide reasonable facilities for the loading or unloading of goods in compliance with all the district regulations established by this chapter for the district in which the building, structure or land is located.

D. Offices, sheds, warehouses and open air storages used by building contractors in connection with the building of a principal building or the development of an area, may be erected and used in any district; provided, that they shall be removed from the premises within 10 days after substantial completion of the project or unusual suspension of work, or upon permit expiration, whichever is the earlier date. (See Section 704 for permit procedure.)

E. It shall be unlawful to remove minerals from the ground except in “HI” Heavy Industrial Districts (excluding water).

F. It shall be unlawful to use a manufactured home for habitation except in “MH” Manufactured Home Parks or Subdivisions and in compliance with all of the regulations and requirements contained in the current ordinance regulating manufactured homes, adopted by the city and on file in the offices of the Planning Commission, Public Works, , and city clerk which code of rules and regulations is hereby adopted in its entirety and incorporated in Section 409.

G. The required front and side yard areas shall be landscaped and maintained in good condition.

H. Whenever a provision appears requiring the head of a department or some other officer or employee to do some act or perform some duty, it is to be construed to authorize the head of the department or other officer to designate, delegate and authorize subordinates to perform the required act or duty unless the terms of the provision or section specify otherwise.

Article 4. Zoning Districts.

400 USE CHART; PERMITTED AND CONDITIONAL USES

P = Permitted Use C = Conditional Use

Use Type	Zoning Districts												Conditions	
	S F 1 S	S F Z	S F H	T T F	M F 4	M F A	M H C	H M C	O C C	L C C	H C C	L I I		H
Residential														
Single-Family	P	P	P	P	P	P	P							
Two-Family					P	P	P							
Three and Four-Family					C	P	P							
Multi-Family					C	C	P							
Manufactured Home	P						P							
Manufactured Home Subdivision							P							
Manufactured Home Park							P							
Accessory Apartment	C	C								C	C	C	C	
Assisted Living	C	C			C	C	P	C		P	P	P		
Group Home	P	P			P	P	P	P		P	P	P		
Group Residence, Limited	C	C			C	C	P			P	P	P		
Group Residence, General							C				P	P		
Public and Civic														
Auditorium or Stadium											P	P	P	
Cemetery	C	C	C		C	C	C			C	C	C	C	
Church or Place of Worship	P	P			C	C	C			P	P	P	P	
Community Assembly	C				C	C	P	C		P	P	P	P	
Correctional Facility													P	P
Correctional Placement Residence, Limited										P	P	P	P	
Correction Placement Residence, General										P	P	P	P	
Day Care, Limited	P	P			P	P	P	P		P	P	P	P	C
Day Care, General	C	C			C	C	P	C		P	P	P	P	C
Day Care Reporting Center													C	C
Golf Course	P	P			P	P	P	P		P	P	P	P	
Government Service	C	C			C	C	C			C	P	P	P	
Hospital							P	P		P	P	P	P	
Library	P	P			P	P	P	P		P	P	P	P	
Neighborhood Swimming Pool	C	C			C	C	C	C		C	C	C		
Nursing Facility							P				P	P	P	C
Parks and Recreation	P	P			P	P	P	P		P	P	P	P	
Recycling Collection Station, Private	P	P			P	P	P	P		P	P	P	P	
Recycling Collection Station, Public											P	P	P	
Recycling Processing Center												P	P	P Provided any operation that is not entirely conducted within an enclosed building shall be required to place all items stored on an all-weather surface and must be screened from adjacent properties and any public roadway.
Reverse Vending Machine											P	P	P	P
Safety Service	C	C			C	C	C	C		C	P	P	P	P
School, Elementary, Middle & High	P	C			C	C	C							
University or College							P				P	P	P	P
Utility, Major	C	C			C	C	C	C		C	C	C	C	
Utility, Minor	P	P			P	P	P	P		P	P	P	P	

Use Type	Zoning Districts													Conditions	
	S 1 5	S F Z	S F H	T F H	M F 4	M F A	H M C	O C	L C	H C	L C	I C	H C		
Commercial															
Airport or Airstrip													C	C	
Animal Care, Limited													P	P	P
Animal Care, General													C	P	P
Automated Teller Machine													P	P	P
Bank or Financial Institution													P	P	P
Bed and Breakfast Inn	C	C			C	C	C						P	P	P
Broadcast/Recording Studio													P	P	P
Car Wash													P	P	P
Construction Sales and Service													P	P	P
Convenience Store													P	P	P
Entertainment Establishment													P	P	P
Event Center													P	P	P
Farmer's Market													P	P	P
Funeral Home													P	P	P
Heliport							C		C				C	C	C
Hotel or Motel													P	P	P
Kennel, Hobby														P	P
Kennel, Boarding/Breeding/Training														P	P
Marine Facility, Recreational							P						P	P	P
Medical Service							P						P	P	P
Microbrewery													P	P	P
Mobile Food Unit													C	P	P
Monument Sales													C	P	P
Nightclub													P	P	P
Nurseries and Garden Centers													P	P	P
Office, General													P	P	P
Parking Area and/or Accessory Drive, Ancillary	C	C			C	C	C								
Parking Area, Commercial													C	C	C
Pawnshop													P	P	P
Personal Care Service													P	P	P
Personal Improvement Service													P	P	P
Post Office Substation													P	P	P
Printing and Copying, Limited													P	P	P
Printing and Publishing, General													C	C	P
Recreation and Entertainment, Indoor													P	P	P
Recreation & Entertainment, Outdoor													C	P	P
Recreational Vehicle Campground													C	P	
Restaurant													P	P	P
Retail, General													P	P	P
Riding Academy or Stable	C													P	P
Rodeo														P	P
Secondhand Store													P	P	P
Service Station													P	P	P
Sexually Oriented Business															
Short-term Residential Rental	P	P	P	P											Permit required.
Tavern and Drinking Establishment													P	P	P
Teen Club													P	P	P
Vehicle and Equipment Sales, Outdoor													C	P	P
Vehicle Repair, Limited													P	P	P
Vehicle Repair, General													P	P	P
Vocational School													P	P	P
Warehouse, Self-Service Storage													C	P	P
Wireless Communication Facility	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C

Use Type	Zoning Districts													Conditions	
	S 1 S	F S F	S Z	T H	T F	M 4	M F	M A	H H	H C	O C	L C	H C		L I
Industrial, Manufacturing and Extractive															
Asphalt or Concrete Plant, Limited	C				P	P	P	P	P	P	P	P	P	P	
Asphalt or Concrete Plant, General												C	C	P	P
Basic Industry															P
Construction Burn Site, Limited															P
Construction Burn Site, General															C
Freight Terminal															P
Gas and/or Fuel Storage and Sales															C
Hazardous Operations															P
Landfill															C
Manufacturing, Limited	C													C	P
															P
Manufacturing, General	C														P
															P
Mining or Quarrying	C	C			C	C	C			C	C	C	C	C	C
Oil and Gas Drilling	C	C			C	C	C			C	C	C	C	C	C
Research Services															P
Rock Crushing	C	C			C	C	C			C	C	C	C	C	C
Solid Waste Incinerator	C	C			C	C	C			C	C	C	C	C	C
Storage, Outdoor, as a Principal Use															P
															P
Transfer Station															C
															C
Vehicle Storage Yard															C
															C
Warehousing															P
															P
Welding or Machine Shop															P
Wholesale or Business Services															P
Wrecking/Salvage Yard															P
Agricultural															
Agriculture	P	P			P	P	P	P	P	P	P	P	P	P	P
Agriculture Processing															P
Agriculture Research	C														P
Agriculture Sales and Service	C														P
Grain Storage															C
															P

THE CITY OF HAYSVILLE, KANSAS

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 16A, THE ZONING REGULATIONS OF THE CITY OF HAYSVILLE, KANSAS AND AMENDING THE OFFICIAL ZONING MAP OR MAPS OF THE CITY TO REFLECT SUCH AMENDMENTS, ALL PURSUANT TO THE ZONING REGULATIONS OF THE CITY.

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

SECTION 1. Having received the recommendation of the City Planning Commission following notice and hearing thereon as provided by law and pursuant to the Zoning Regulations of the City of Haysville, Kansas, Section 202 of the Zoning Regulations of the City of Haysville, Kansas is amended as follows:

Article 2. Interpretation, Construction, and Definitions

202 DEFINITIONS

The following definitions shall be used in the interpretation and construction of these regulations.

Accessory apartment. An accessory use dwelling unit that may be wholly within, or may be detached from, a principal single-family dwelling unit. Commercial or Industrial district, security only, not as a primary residence.

Accessory use or structure. A use or structure on the same lot with, and of a nature customarily incidental and subordinate to in purpose or size to a principal use or structure. Accessory structure including below grade substructure, must not be located in easements and may not block drainage.

Agriculture. Means a use of any land for the purpose of growing plants, crops, trees and other agricultural or forestry products or for the purpose of raising livestock. Agriculture also includes the roadside selling of products produced on land owned, leased, or legally controlled by the producer (farmer, rancher, horticulturalist, viticulture, apiary, or similar agricultural pursuits). The definition shall include, as a permitted Accessory use, the sale of nursery stock, firewood, Christmas trees and other plants and produce raised on-site. Typical activities include, but are not limited to: Farmer's Market which permits the sale of agricultural products by other producers; U-pick-it activities; flower arranging; canning/cooking; gardening demonstrations; winery tours and tastings; corn mazes; agriculture related interpretive facilities; agricultural exhibits and tours; agriculturally related educational and learning workshops or experiences; horseback riding; non-commercial camping; bonfire/campfire themed events; service of food and beverages; hayrides; pumpkin patch sales and any other uses determined by the Zoning Administrator to be similar.

Agricultural Processing. Means initial processing of agricultural products that is reasonably required to take place in close proximity to the site where they are produced. Typical uses include sawmills and packinghouses. Slaughterhouses are specifically excluded from this definition.

Agricultural Research. Means the use of land and buildings for Agricultural Research and the cultivation of new agricultural products. This shall include greenhouses that are used for research purposes only.

Agricultural Sales and Service. Means an establishment primarily engaged in the sale or rental of farm tools and implements, feed and grain, tack, animal care products, propane, butane, anhydrous ammonia, farm supplies and the like, and including accessory food sales and machinery repair services. This definition shall also include greenhouses that are used for wholesale and/or retail purposes.

Airport or Airstrip. Means any landing area, runway or other facility designed, used, or intended to be used either publicly or by any person or persons for the landing and taking off of aircraft, including all necessary taxiways, aircraft storage, and tie-down areas, hangars, and other necessary buildings and open spaces. The term airport or airstrip does not include heliport.

Alley. A public right-of-way along the side of or in the rear of a lot intended to provide a secondary means of access to and from the street and such lot. An alley is not intended for general traffic circulation. Any such access designated as a fire lane shall meet the fire code requirements for such. No lot shall front upon an alley.

All weather surface. Includes: 1) asphalt, minimum 2" inches depth, shall be placed over base material minimum 4" inches depth, 2) concrete, minimum 4" inches depth, 3) compacted rock/crushed concrete, minimum 4" inches depth, utilizing minimum 1" inch diameter rock with not more than 10% fines for a binder, 4) brick paver stone, minimum 2 3/8" inches thick shall be placed over base material minimum 5" inches depth. Base material shall consist of a minimum 4" inches depth crushed stone or gravel, and topped with sand minimum 1" inch depth. Utilization of the compacted rock/crushed concrete option shall require borders installed around all four sides, extending 2" to 3" inches above ground and not to impede drainage. Every all-weather surface must be properly maintained and kept free of potholes, weeds, grass, dust, trash, and miscellaneous scattered objects (debris) to qualify as an "all-weather" surface. A surface that is not maintained free of weeds and debris is not an "all-weather" surface as an improperly developed or maintained surface does not meet the goals or the intent of this definition.

Alteration, structural. Any change in the supporting members of a building such as bearing walls, partitions, columns, beams or girders, or any substantial change in roof or exterior walls.

Animal Care, General. Means a use providing veterinary services for large animals, and that may include small animals (household pets), and for which boarding facilities may also be provided.

Animal Care, Limited. Means a use providing veterinary services for small animals (household pets) for which there are no outside animal runs, and for which boarding facilities may also be provided.

Asphalt or Concrete Plant, General. Means an establishment engaged in the manufacture, mixing, batching or recycling of asphalt, asphaltic cement, cement or concrete products.

Asphalt or Concrete Plant, Limited. Means a temporary establishment engaged in the manufacture, mixing, batching or recycling of asphalt, asphaltic cement, cement or concrete products for use on a government funded construction project.

Assisted Living. Means dwelling units used by adult persons needing or desiring assistance with day-to-day living matters, and may include supervised nursing care, and where skilled nursing care is not prohibited but is provided on an intermittent or limited term basis, or if limited in scope, a regular basis. Typical uses include retirement communities in which housekeeping services, common dining facilities and recreational and social activities are offered to residents, state-licensed residential health care facilities not attached to a Nursing Facility and state-licensed intermediate care facility for the mentally retarded. The term Assisted Living does not include Group Home, Group Residence, Hospital or Nursing Facility.

Attached structure. Any building or structure that is physically connected to another by means of the walls or roof touching.

Auditorium or Stadium. Means an open, partially enclosed or fully enclosed facility used or intended to be used primarily for spectator sports, entertainment events, expositions and other public gatherings. Typical uses include convention and exhibition halls, sports arenas and amphitheaters.

Automated Teller Machine. Means a mechanized consumer banking device operated by a Financial Institution for the convenience of its customers, whether outside or in an access-controlled facility. ATMs located within a Building shall be considered accessory to the Principal Use unless the ATM is likely to be an independent traffic generator.

Bank or Financial Institution. Means an establishment engaged in deposit banking. Typical uses include commercial banks, savings institutions and credit unions. Bank or Financial Institution also includes ATMs.

Barndominium. Open concept building with large square footage, typically “post and beam” construction.

Basic Industry. Means an establishment engaged in the basic processing and manufacturing of materials or products predominately from extracted or raw materials, or a use engaged in storage or manufacturing processes that involve or have the potential to involve commonly recognized offensive conditions. Typical uses include fat rendering plants; poultry and rabbit dressing; pulp processing and paper products manufacturing; stockyards; slaughterhouses; steel works; tanneries; acid manufacture; cement, lime, gypsum, or plaster of Paris manufacture; distillation of bones; fertilizer manufacture; garbage, offal or dead animals’ incineration, reduction or dumping; glue manufacture; gas manufacture; and petroleum refineries.

Bed and Breakfast Inn. The use of an owner-occupied or manager-occupied residential structure to provide rooms for temporary lodging or lodging and meals for not more than 15 guests on a paying basis.

Billboard. Any sign or advertisement used as an outdoor display for the purpose of making anything known, the origin or point of sale of which is remote from the display.

Block. A tract of land bounded by streets, or by a combination of streets, railway right-of-way or waterways.

Board. Shall mean the board of zoning appeals.

Broadcasting or Recording Studio. Means an establishment primarily engaged in the provision of broadcasting and other information relay services accomplished through the use of electronic and telephonic mechanisms, including radio, television, film, or sound recording studios.

Building. A structure having a roof supported by columns or walls for the shelter, support or enclosure of persons, animals, or chattels. When separated by division walls from the ground up without openings, each portion of such building shall be deemed a separate building.

Building, accessory. A building which is on a foundation that meets the requirements of the adopted building code on the same lot as the main building or principal use, and of a nature customarily incidental and subordinate to the main building or principal use.

Building, auxiliary. A building on the same lot as the main building or principal use which may be on a substandard permanent foundation and of a nature customarily incidental and subordinate to the main building or principal use and does not exceed 99 square feet. For example, a portable metal storage shed on a concrete slab with modified footings is an auxiliary building.

Building, community. A building for social, educational, and recreational activities of a neighborhood or community, provided, that any such use is not operated for commercial gain.

Building, height. The vertical distance measured from the adjoining curb grade to the highest point of the roof, provided, that where buildings are set back from the street line, the height of the building may be measured from the average elevation of the finished grade along the front of the building.

Building line. A line that is the distance that is required by the city of Haysville Zoning Regulations between a principal structure or accessory structure and the property line of the lot on which the structure is located. This term refers specifically to the exterior face of a wall of an existing structure or the limits to which an exterior face of a wall of a proposed structure may be built but shall not include the face of one story unoccupied gable roofed areas over open porches, entrances or like appendages.

Car Wash. Means an establishment engaged in cleaning or detailing Motor Vehicles, whether self-service or automated.

Cargo container (shipping container). Any portable, weather-resistant receptacle, container or other structure that is designed or used for the storage or shipment of household goods, commodities, building materials, furniture, or merchandise. Not to be used as a base, platform, or location for business identification signs or temporary signs.

Cemetery. Means land used or intended to be used for burial of the dead, whether human or animal, including a mausoleum or columbarium. A Funeral Home may be included as an Accessory Use to a cemetery.

Church or Place of Worship. Means a premises or Site used primarily or exclusively for religious worship and related religious services or established Place of Worship, convent, seminary, or similar facility owned or operated by a bona fide religious group for religious activities.

Class "A" Club. A premises which is owned or leased by a corporation, partnership, business trust

or association and which is operated thereby as a bona fide nonprofit social, fraternal or war veterans' club, as determined by the Director of Alcoholic Beverage Control of the Kansas Department of Revenue, for the exclusive use of the corporate stockholders, partners, trust beneficiaries or associates (hereinafter referred to as members) and their families and guests accompanying them. No memberships required.

Class "B" Club. A premises operated for profit by a corporation, partnership or individual, to which members of such club may resort for the consumption of food or alcoholic beverages and for entertainment. Memberships only.

Commission. The city of Haysville Planning Commission.

Community Assembly. Means an establishment providing meeting, recreational, educational, cultural, or social facilities for a private membership or non-profit association, primarily for use by members and guests. Typical uses include fraternal organizations, Class A Clubs, philanthropic and eleemosynary institutions, private museums, art galleries, observatories, planetariums, botanical gardens, arboretums, zoos, and aquariums.

Construction Burn Site, General. A location where clean tree waste that is created as a result of accepted construction industry practices of clearing a property prior to development, or as a result of a construction project, such as the installation, replacement, or repair of sewer, water, drainage, paving, or other similar development activities, is permitted to be burned under controlled circumstances four or more times a year. Clean tree waste is defined as trunks, branches and attached leaves of woody perennial plants typically characterized by a main or multiple trunks that support branches and leaves. Lumber, sheet rock, yard waste, insulation, or other material normally disposed of at a construction and demolition, or municipal solid waste landfill is not permitted to be burned or disposed of at a commercial burn site. Construction burn site, general does not include a construction and demolition or a municipal solid waste landfill.

Construction Burn Site, Limited. A location where clean tree waste that is created as a result of accepted construction industry practices of clearing a property prior to development, or as a result of a construction project, such as the installation, replacement or repair of sewer, water, drainage, paving, or other similar development activities, is permitted to be burned under controlled circumstances three or less times a year. Clean tree waste is defined as trunks, branches and attached leaves of woody perennial plants typically characterized by a main or multiple trunks that support branches and leaves. Lumber, sheet rock, yard waste, insulation, or other material normally disposed of at a construction and demolition or municipal solid waste landfill is not permitted to be burned or disposed of at a commercial burn site.

Construction Sales and Service. Means an establishment engaged in the retail or wholesale sale of materials used in the construction and/or maintenance of buildings or other structures and/or grounds, as well as the outdoor storage of construction equipment of materials on lots other than construction sites. Typical uses include lumberyards, home improvements centers, lawn and garden supply stores, electrical, plumbing, air conditioning, and heating supply stores, swimming pool sales, construction and trade contractors' storage yards, landscape installation and/or maintenance services and pest extermination services.

Convenience Store. An establishment engaged in the retail sale of food, beverages, gasoline and other frequently or recurrently needed merchandise for household or automotive use and which

may specifically include a car wash as an accessory use, but shall not include vehicle repair.

Correctional Facility. Means a facility providing housing and care for individuals confined for violations of law. Typical uses include jails, prisons, and juvenile detention centers.

Correctional Placement Residence, General. Means a facility occupied by more than 15 individuals, including staff members who may reside there.

Correctional Placement Residence, Limited. Means a facility occupied by three to 15 individuals, including staff members who may reside there.

Court. An open, unoccupied space other than a yard on the same lot with a building or group of buildings, and which is bounded on two or more sides by such building or buildings.

Inner court. A court other than an outer court. The length of an inner court is the minimum horizontal dimension measured parallel to its longest side. The width of an inner court is the minimum horizontal dimension measured at right angles to its length.

Outer court. A court which opens onto a required yard, or street or alley. The width of an outer court is the minimum horizontal dimension measured in the same general direction as the yard, street or alley upon which the court opens. The depth of an outer court is the minimum dimension measured at right angles to its width.

Day Care. Means an establishment that provides care, protection, and supervision for individuals on a regular basis away from their primary residence for less than 24 hours per day. The term does not include the following: (1) kindergartens or nursery schools or other daytime programs operated by public or private Elementary, Middle and High Schools or institutions of higher learning; (2) facilities operated in connection with a shopping center or other principal activity, where individuals are cared for temporarily while parents or custodians are occupied on the premises, or are in the immediate vicinity and readily available; (3) special activity programs, including athletics, crafts instruction and similar activities conducted on a periodic basis by civic, charitable and governmental organizations; or (4) a "preschool" operated by a Church or Place of Worship as an accessory use and that is not leased to another group to operate and that meets the Kansas Department of Health and Environment regulations as a "preschool."

Day Care, General. Means a Day Care center that provides care, protection, and supervision for more than ten individuals at any one time, including those under the supervision or custody of the day care provider and those under the supervision or custody of employees, or a Day Care center for ten or fewer individuals at any one time that is not operated as a Home Occupation.

Day Care, Limited. Means a day care center operated as a home occupation that provides care, protection, and supervision for no more than ten individuals at any one time, including those under the supervision or custody of the day care provider and those under the supervision or custody of employees.

Day Reporting Center. Means a facility that provides nonresidential community supervision services to individuals or offenders who are under supervision of a court and any of whom are required to report to the facility for three or more days per week for six or more hours per day.

Detached Structure. Any building or structure that does not have a wall, roof or other structural member in common with or in permanent contact with another building or structure.

District. Any section of the City for which the regulations governing the use of buildings and premises and the height and area of buildings are uniform.

Dwelling unit. One or more rooms in a dwelling, apartment, condominium, or hotel designed for occupancy by one family for living purposes.

Easement. A grant of specific property rights to land for the use of the public, a corporation or another person or entity.

Family. An individual or two or more persons related by blood or marriage, or a group of not more than five persons (excluding household employees) not related by blood or marriage, living together in a single dwelling unit.

Entertainment Establishment. Mean any event center or any person or entity that provides entertainment.

Event Center. Means premises that are frequently rented out for public or private activities that are not repeated on a weekly basis, and that are not open to the public on a daily basis at times other than when an event is scheduled.

Farmer's Market. Means an outdoor place or market area with a formalized location where more than one Kansas farmer or grower gathers to sell agricultural products they have grown or raised. Other activities and other sellers may be accommodated at the market, but the sale of agricultural products shall be the focal point of the market activity. Other products that may be sold would typically include dried flowers, crafts and handicrafts that are made in the home, original artwork, and certain prepared foods.

Freight Terminal. Means a building or area in which freight brought by motor trucks or rail is assembled and/or stored for routing in intrastate or interstate shipment by motor truck or rail.

Frontage. The property on one side of a street between two intersecting streets (crossing or terminating) measured along the line of the street; or with a dead end street, all property abutting one side of such street measured from the nearest intersecting street and the end of the dead end street.

Frontage lot. That portion of the frontage which lies between the side lot lines of a single lot.

Funeral Home. Means an establishment engaged in preparing the human deceased for burial or cremation and arranging and managing funerals.

Garage.

Private garage. A detached accessory building or portion of a main building for the parking and temporary storage of automobiles of the occupants of the premises, and wherein (a) not more than one space is rented for parking to persons not occupants of the premises; (b) not more than one commercial vehicle per dwelling unit is parked or stored; and (c) the commercial vehicles permitted do not exceed 26,000 pounds gross vehicle weight rating.

Public garage. A building other than a private garage used for housing, care or repair of automobiles, or where such vehicles are equipped for operation, repaired, parked or stored for remuneration, hire, or sale.

Gas and/or Fuel, Storage and Sales. Means the use of a site for bulk storage and wholesale distribution of flammable liquid, gas, or solid fuel, excluding below-ground storage that is clearly ancillary to an allowed principal use on the site.

Golf Course. Means a tract of land developed for the purpose of providing private golf recreation services and support facilities. Included within this definition shall be regulation Golf Courses, executive Golf Courses, par-three Golf Courses, and any combination thereof on a common tract of land. Specifically excluded shall be pitch and putt courses, independent driving ranges and miniature golf courses.

Governing Body. The mayor and city council of the city of Haysville.

Government Service. Means Buildings or facilities owned or operated by a government entity and providing services for the public, excluding utilities and recreational services. Typical uses include administrative offices of government agencies and utility billing offices.

Grain Storage. Means facilities for the warehousing of agricultural products. Typical uses include grain elevators.

Green area. A landscape area set aside and maintained by the owner for the aesthetic enjoyment of the public.

Group Home. A dwelling unit as defined by K.S.A. 12-736 as amended, and is occupied by not more than ten persons, including eight or fewer persons with a disability who need not be related by blood or marriage and not to exceed two staff residents who need not be related by blood or marriage to each other or the residents of the home, which dwelling unit is licensed by a regulatory agency of the state, including the Kansas Department of Social and Rehabilitation Services, the Kansas Department of Health and Environment or the Kansas Department of Aging. Group Home also includes state licensed "Home Plus" adult care residences.

Group Residence. A residential facility providing cooking, sleeping and sanitary accommodations for a group of people, not defined as a family, on a weekly or longer basis. Typical uses include fraternity or sorority houses, dormitories, residence halls, boarding or lodging houses, children's homes, children in need of care under the Code for Care of Children and emergency shelters for the homeless and for victims of crime, abuse or neglect and include establishments providing guidance services for persons receiving non-court ordered alcohol or chemical dependence treatment which will comply with all applicable regulatory requirements of federal, state or local government agencies. The term "group residence" does not include "group home" or "correctional placement residence."

Group Residence, General. A group residence that is occupied by more than fifteen persons, including staff members who reside in the facility.

Group Residence, Limited. A group residence that is occupied by six to fifteen persons, including staff members who reside in the facility.

Hard surface. Concrete or other similar surface impervious to water and strong enough for the intended use. A “Hard Surface” differs from an “All- Weather Surface” in that a “Hard Surface” does not include gravel or rock.

Hazardous Operations. Means activities that present serious hazards to human life and health. Typical uses include arsenals, atomic reactors, explosives and fireworks manufacture, hazardous waste disposal, medical waste disposal, and radioactive waste handling.

Heliport. Means the area of land, water, or structure, including any building or facilities thereon, used or intended to be used for the landing and takeoff of helicopters.

Home occupation. A business, profession, occupation or trade conducted in a dwelling unit, for gain or support by a resident of the dwelling unit and which is accessory to the use of the dwelling unit as a residence.

Hospital. Means an institution that: (1) offers services more intensive than those required for room, board, personal services and general nursing care; (2) offers facilities and beds for use beyond 24 hours by individuals requiring diagnosis, treatment, or care for illness, injury, deformity, infirmity, abnormality, disease or pregnancy; and (3) regularly makes available at least clinical laboratory services, diagnostic X-ray services and treatment facilities for surgery or obstetrical care, or other definitive medical treatment of similar extent. Hospitals may include offices for medical and dental personnel, central service facilities such as pharmacies, medical laboratories, and other related uses.

Hotel/Motel. Means an establishment used, maintained or advertised as a place where sleeping accommodations are supplied for short term use by Transient Guests, usually for less than a week, in which rooms are furnished for the accommodation of such transient guests, which may have as an accessory use one or more dining rooms, and may include individual kitchen facilities. Typical uses include hotels, motels, tourist courts and emergency shelters for the homeless and for victims of crime, abuse or neglect.

Improvements. All facilities constructed or erected by a subdivider within a subdivision to permit and facilitate the use of lots or blocks for residential, commercial or industrial purposes. Improvements shall include all facilities listed in Article VII of the subdivision regulations adopted by the city.

Kennel, Boarding/Breeding/Training. Means premises housing five or more adult dogs, three or more of which are owned by someone other than the property resident, and premises housing over ten adult dogs.

Kennel, Hobby. Means premises housing five to ten adult dogs owned by the property resident.

Landfill. Means a disposal facility employing an engineered method of disposing of solid waste, including demolition and construction debris.

Library. Means a publicly operated facility housing a collection of books, magazines, audio and video tapes, or other material for borrowing and use by the general public.

Livable area. The total contiguous area of a dwelling unit.

Loading space. Space logically and conveniently located for bulk pickups and deliveries, scaled to such vehicles when required off-street parking space is filled. Required off-street loading space is not to be included as off-street parking space in computation of required off-street parking space. (See also Section 500.)

Lot. A portion or basic parcel of a subdivision or other tract of land intended to be the parcel by which such land would be individually developed and transferred. A building site or parcel of land occupied or intended to be occupied by a building and accessory buildings, and including such open spaces as are required under this article and having its principal frontage upon a public street or officially approved place.

Corner lot. A lot located at the intersection of two or more streets. A lot abutting on a curved street or streets shall be considered a corner lot if straight lines drawn from the foremost points of the side lot lines to the foremost point of the lot meet at an interior angle of less than 135 degrees.

Interior lot. A lot other than a corner lot.

Through lot. A lot not a corner lot with frontage on more than one street.

TABLE: LOT TYPES

STREET				
CORNER	INTERIOR	THROUGH	INTERIOR	KEY
CORNER	INTERIOR		INTERIOR	INTERIOR
				KEY
STREET				

Lot area. The total horizontal area within the lot line of a lot.

Lot depth. The horizontal distance between the front and rear lot lines measured along the median between the two side lot lines.

Lot lines. The lines bounding a lot as defined herein.

Lot of record. A lot or portions of one or more lots which are a part of a subdivision, the map of which has been recorded in the office of the register of deeds in Sedgwick County or a plot described by metes and bounds, the description of which has been recorded in the office of the register of deeds of Sedgwick County.

Lot split. The dividing or redividing of a lot or lots in a recorded plat of a subdivision into not more than two tracts that meet the criteria established within the subdivision regulations.

Lot width. The horizontal distance between the side lot lines measured at right angles to the lot depth at a point midway between the front and rear lot lines measured along lot depth.

Manufactured home. Means a structure consisting of one or more mobile components manufactured to the standards embodied in the federal Manufactured Home Construction and Safety Standards Act generally known as the HUD Code, established pursuant to 42 U.S.C. 5403. Such units shall provide all the accommodations necessary to be a dwelling unit and shall be connected to all utilities in conformance with applicable regulations. For purposes of these regulations, the term Manufactured Home, when used by itself, shall not include a residential design manufactured home as defined in these regulations.

Manufactured home park. A parcel of land that has been planned and improved in some manner and used or intended to be used by occupied Manufactured Homes not placed on permanent foundations. The term Manufactured Home Park does not include sales lots on which unoccupied Manufactured Homes, whether new or used, are parked for the purposes of storage, inspection, or sale; nor does it include a tract of land on which a Manufactured Home as a second Dwelling Unit has been permitted on a temporary basis as a Conditional Use in accordance with these regulations.

Manufactured home park boundary line. The outermost property line that encloses the spaces/lots contained within a manufactured home park or subdivision.

Manufactured home space. Shall mean a parcel of ground within a manufactured home park that is designated and intended to accommodate one manufactured home or mobile home, that provides service facilities for water, sewer, and electricity. Also referred to as a lot.

Manufactured home subdivision. Means a subdivision that is platted for Development as individual home sites for Manufactured Homes, modular homes, Residential-Design Manufactured Homes, and site-built Single-Family Dwelling Units, all of which are required to be placed on permanent foundations.

Manufacturing, General. Means an establishment engaged in the manufacture, predominantly from previously prepared materials or from lightweight nonferrous materials, of finished products or parts, including processing, fabrication, assembly, treatment and packaging of such products, and incidental storage, sales, and distribution of such products, but excluding Basic Industry. Typical uses include apparel and garment factories, appliance manufacturing and assembly, bakeries engaged in large-scale production and wholesale distribution, beverage manufacturing and bottling (excluding breweries), boat building and repair, electrical and electronic equipment, food processing (excluding slaughterhouses and rendering plants), furniture and fixtures, jewelry manufacturing, laundry and dry cleaning plants, leather products, meat cutting and wholesale storage, machine shops, motion picture production lots, musical instrument manufacturing, pharmaceutical and toiletries manufacturing, rubber and plastics products manufacturing, tobacco products manufacturing and toy manufacturing.

Manufacturing, Limited. Means an establishment primarily engaged in the on-site production of goods by hand manufacturing that generally involves only the use of hand tools or other equipment not exceeding two horsepower or a kiln not exceeding eight kilowatts, which may include assembly and packaging, as well as incidental, direct sales to consumers of those goods produced on-site. Typical uses include ceramic shops, candle-making shops, custom jewelry

manufacturing, electronic and computer products assembly, ice cream manufacturing, millwork and cabinetry, monument and grave marker manufacturing, precision machining of tools, dies and jigs, production of instruments and lenses for medical, dental, optical, scientific, and other professional purposes, and upholstery shops.

Marine Facility, Recreational. Means a facility relating to recreational boating. Typical uses include boat docks, marinas, boathouses, and yacht clubs.

Master plan. Any plan or map adopted by the city for guidance of growth and improvement of the city and its environs including modifications or refinements that may be made from time to time.

Medical Service. Means an establishment providing therapeutic, preventive, or corrective personal treatment services on an out-patient basis by physicians, dentists, and other practitioners of the medical or healing arts, as well as the provision of medical testing and analysis services. Typical uses include medical and dental offices and clinics, blood banks and medical laboratories.

Metes and bounds means a system of describing and identifying a parcel of land by measures (metes) and direction (bounds) from an identifiable point of reference.

Microbrewery. Means a brewery that: (1) is licensed by the Director of Alcohol Beverage Control of the state Department of Revenue; (2) produces no more than 5,000 barrels of beer per year; and (3) does so in a completely enclosed building.

Mining or Quarrying. Means the extraction of metallic and nonmetallic minerals, excluding Oil or Natural Gas. Typical uses include sand, soil and gravel pit operations, quarries, and mines.

Mobile Food Unit. Means any self-contained vehicle, trailer, cart, wagon, or other type of conveyance from which any food and/or beverage is offered for sale.

Mobile Home. means a movable detached Single-Family Dwelling Unit that was manufactured according to standards prior to 1976 or that does not conform to the Manufactured Home Construction and Safety Standards Act (HUD Code). Such units shall provide all of the accommodations necessary to be a Dwelling Unit and be connected to utilities in conformance with all applicable regulations. The term Mobile Home does not include a Recreational Vehicle.

Monument sales. Means an establishment primarily engaged in the retail sale of Monuments, such as headstones, footstones, markers, statues, obelisks, cornerstones, and ledges, for placement on graves, including indoor or Outdoor Storage.

Multi-Family. Means the use of a site for three or more dwelling units within a single building. Typical uses include triplexes, fourplexes, apartments, residential condominiums, and townhouses.

Neighborhood Swimming Pool. Means any non-publicly owned swimming pool that is not located on the same Lot as a residential Dwelling Unit but that is intended as an amenity for use by the residents and their guests of that subdivision or by a group of subdivisions in the immediate vicinity.

Nightclub. Means an establishment that provides entertainment, which may include the provision

of dancing by employees or patrons, and which may or may not serve food or that provides entertainment.

Nonconforming structure or lot. A structure, or lot, lawfully existing at the time this zoning ordinance became effective, or as amended, which does not conform with the setback, height, lot size or other dimensional or property development standards applicable to the zoning district in which the structure or lot is located.

Nonconforming use. Use of any land, building or structure which does not comply with the use regulations of the zoning district in which such use is located but which complied with the use regulations in effect at the time the use was established.

Nurseries and Garden Centers. A place of business where retail and wholesale products and produce are sold to the consumer. These centers, which may include a nursery and/or greenhouses, import most of the items sold, and may include plants, nursery products and stock, and other garden and farm variety tools and utensils.

Nursing facility. Means any state licensed place or facility operating 24 hours a day, seven days a week, caring for six or more individuals not related within the third degree of relationship to the administrator or owner by blood or marriage and who, due to function impairments, need skilled nursing care to compensate for activities of daily living limitations and includes state licensed "nursing facility for mental health; and a state licensed "residential health care facility" when it is attached to a state licensed Nursing Facility. The term Nursing Facility does not include assisted living, group home, group residence or hospital.

Office, General. Means an establishment providing executive, management, administrative or professional services, but not involving medical or dental services or the sale of merchandise, except as incidental to a Permitted Use. Typical uses include real estate, insurance, property management, investment, employment, travel, advertising, law, architecture, design, engineering, accounting and the teaching of these and similar activities, and communication switching facilities and telecommunication carriers that are accompanied by office uses and with all facilities within the building or underground.

Oil and gas drilling. Means the subsurface extraction of oil or natural gas.

Original tract. A tract of land in existence at the time that Sedgwick County adopted subdivision regulations. (July 1, 1969)

Owner. Any person or persons, firm or firms, corporation or corporations, or any other legal entity having legal title to land.

Parks and Recreation. Means a park, playground, or community facility that is owned by or under the control of a public agency or homeowners' association and that provides opportunities for active or passive recreational activities, and a cultural facility that provides cultural services to the public, including a museum, art gallery, observatory, planetarium, botanical garden, arboretum, zoo, or aquarium that is owned by or under the control of a public agency. For purposes of this definition, Parks and Recreation shall include those parks, community facilities, and cultural facilities that are owned by or under the control of a public agency and leased to private entities for recreational activities, including recreational and cultural uses that involve paid admission or

that allow the sale of cereal malt beverages or alcoholic beverages for consumption on the premises.

Parking area and/or accessory drive, ancillary. Means an area other than a Private or Commercial Parking Area, Street or Alley that is located in any district from the most restrictive through NO inclusive, and that is used for the Parking of passenger vehicles as accessory parking to a Principal Use that requires the same or a more intensive District than the district in which the Ancillary Parking Area is located. Parking areas--public or customer improved in accordance with the parking appendix.

Parking Area, Commercial. Means an area or structure used or intended to be used for the off-street parking of operable motor vehicles on a temporary basis, other than as accessory parking to a principal nonresidential use.

Parking area, private. An area, other than a Street or Alley, used or intended to be used for the Parking of the Motor Vehicles, boats, Trailers that are exempt from Motor Vehicle registration by the state or are registered or are required by law to be registered with a 2M+ Kansas license plate in the city or 8M in the County, and unoccupied Recreational Vehicles, any of which shall be owned, leased, borrowed, etc. by the occupants of a Dwelling Unit that is located on the same Zoning Lot, and wherein not more than one Commercial Vehicle per Dwelling Unit is parked and the permitted Commercial Vehicle does not exceed 26,000 pounds gross vehicle weight rating.

Parking space. (Automobile) A hard surface, (except may be "all weather" in areas identified as flood plains by the Zoning Administrator), surfaced area on privately owned property within or without a building or on a private or public parking area and sufficient in size for the parking of one automobile. The area shall conform to design criteria set forth in Section 500.

Parts Car. An inoperable motor vehicle, including any vehicle without current registration, which is owned by a collector to furnish parts which will enable the collector to restore, preserve and maintain a special interest vehicle, street rod vehicle or antique.

Pawnshop. Means an establishment primarily engaged in the loaning of money on the security of property pledged in the keeping of the pawnbroker, and the sale of such property. Temporary outdoor display of merchandise for sale is permitted. No other outdoor storage is permitted.

Pedestrian way. A right-of-way for pedestrian traffic.

Personal Care Service. Means an establishment primarily engaged in the provision of frequently or recurrently needed services involving the care of a person or his personal goods or apparel. Typical uses include beauty and barber shops, electrolysis studios, shoe shining and/or repair operations, tailors and neighborhood laundry and dry cleaning operations.

Personal Improvement Service. Means an establishment primarily engaged in the provision or informational, instructional, personal improvement, and similar services of a nonprofessional nature. Typical uses include portrait shops, photography studios, art and music schools, licensed massage therapists, health and fitness studios, swimming clubs, tattooing and body piercing, and handicraft or hobby instruction.

Place. An open unoccupied space other than a street or alley permanently reserved as the

principal means of access to abutting property.

Planning consultant. Any person, firm, partnership, association, or corporation contracted to provide professional planning advice or service to the city.

Plat. A drawing/map by a professional surveyor of a tract of land that has been lawfully subdivided meeting the criteria established in the subdivision regulations and duly recorded in the office of the register of deeds of Sedgwick County.

Porch. A roofed structure projecting from a building and separated from the building by the walls thereof and having no enclosing features except roof supports and open railing.

Post office substation. Means a facility or structure owned by the U.S. Postal Service that is used for the collection, sorting, and distribution of mail within several zip code areas and having limited retail services for the general public, such as the sale of stamps, postcards and postal insurance.

Printing and Copying, Limited. Means an establishment engaged in retail photocopying, reproduction, photo developing or blueprinting services.

Printing and Publishing, General. Means the production of books, magazines, newspapers, and other printed matter, as well as record pressing and publishing, and engraving and photoengraving, but excluding printing and copying, limited.

Public way. Any parcel of land unobstructed from the ground to the sky, more than 10 feet in width, appropriated to the free passage of the general public.

Recreation and Entertainment, Indoor. Means a privately-owned establishment offering recreation, entertainment, or games of skill to the general public or members that is wholly enclosed in a building. Typical uses include bowling alleys, indoor theaters, bingo parlors, pool halls, billiard parlors, video game arcades, racquetball, and handball courts, and amusement rides. It does not include buildings typically accessory to a subdivision that are for use by the subdivision's residents and their guests.

Recreation and Entertainment, Outdoor. Means a privately-owned establishment offering recreation, entertainment, or games of skill to the general public or members wherein any portion of the activity takes place in the open. Typical uses include archery ranges, batting cages, golf driving ranges, drive-in theaters, miniature golf courses, "pitch and putt" facilities, tennis courts, and amusement rides. It does not include golf courses, parks, open space, and recreational facilities typically accessory to a subdivision that are for use by the subdivision's residents and their guests.

Recreational vehicle campground. Means the use of land designated for occupancy by recreational vehicles for temporary or transient living purposes, including the use of camping spaces for tents.

Recycling Collection Station, Private. Means outdoor freestanding containers that are designed to receive, and store pre-sorted recyclable materials not intended for disposal and that are available only to those members or employees of the church, school, office building, or other principal use located on the same property as the station. Containers shall be constructed and maintained with durable waterproof and rust-resistant materials and shall be equipped with lids or doors to

prevent access to stored materials by animals or vermin and to preclude stored materials from being scattered by wind. This definition shall not include containers used for curbside recycling or containers used by a commercial or industrial enterprise for collection and/or compression of materials that are a byproduct or integral part of such enterprise.

Recycling Collection Station, Public. Means outdoor freestanding containers not occupying an area greater than 400 square feet (exclusive of area required for vehicular access) that are designed to receive and stored pre-sorted recyclable materials not intended for disposal and that are available to the general public. Containers shall be constructed and maintained with durable waterproof and rust-resistant materials and shall be equipped with lids or doors to prevent access to stored materials by animals or vermin and to preclude stored materials from being scattered by wind.

Recycling Processing Center. Means a building or land use in excess of 400 square feet devoted to the receipt, separation, storage, baling, conversion, and/or processing of recyclable materials, but not including wrecking/salvage yard.

Replat. The re-subdivision of a tract of land that has previously been lawfully subdivided and a plat of such prior subdivision duly recorded.

Research Services. Means an establishment engaged in conducting basic and applied research, including production of prototype products when limited to the minimum scale necessary for full investigation of the merits of a product, excluding production of products used primarily or customarily for sale or for use in non-prototype production operations.

Residential-Design Manufactured Home. means a Manufactured Home on a permanent foundation that has minimum dimensions of 22 body feet in width, a pitched roof, siding and roofing materials that are customarily used on site-built homes, and that complies with the architectural and aesthetic standards specified in (see Section 504). A Residential-Design Manufactured Home shall be considered a Single-Family Dwelling Unit. (K.S.A. 12-742)

Restaurant. Means an establishment where the principal business is the sale of food and beverages in a ready-to-consume state, including the retail sale of alcoholic liquor or cereal malt beverages for consumption on the premises, but not as a Tavern and Drinking Establishment as defined herein.

Retail, General. Means the sale or rental of commonly used goods and merchandise for personal or household use, but excludes those classified more specifically in this section. Typical uses include grocery stores, department stores, furniture stores, clothing stores and establishments providing the following products or services: household electronic equipment, sporting goods, bicycles, office supplies, home furnishings, household appliances, wallpaper, carpeting and floor-covering, art supplies, kitchen utensils, jewelry, drugs, cosmetics, books, notions, antiques or automotive parts and accessories.

Reverse Vending Machine. Means an automated mechanical device that accepts one or more types of recyclable materials and issues a cash refund or a redeemable credit slip. A reverse vending machine may sort and reduce materials mechanically, provided the entire process is enclosed within the machine.

Riding academy or stable. Means a commercial establishment for boarding, breeding, training, or raising of horses not owned by the owners or operators of the establishment, rental of horses for riding, or other equestrian activities. Riding Academy or Stable shall not include Rodeo.

Rock crushing. Means an establishment engaged in crushing rock or stone milling.

Rodeo. Means a competition, exhibition, or demonstration involving persons, equines, and/or bovines in which participants display various skills in one more events such as, but not limited to, bareback riding, saddle bronco riding, street wrestling, roping, team roping, tie-down roping, barrel racing, bull riding, or similar events.

Safety Services. A facility for conduct of public safety and emergency services, including fire and police protection services and emergency medical and ambulance services.

Salvage material. Means material, including but not limited to, scrap brass, scrap copper, scrap iron, scrap lead, scrap tin, scrap zinc and all other scrap metals and alloys, bones, rags, used cloth, used rope, used rubber, used tinfoil, used bottles, playground equipment, old or used machinery of any type, used tools, used appliances, used fixtures, used furniture, used utensils, used lumber, used boxes or crates (fabricated of any material), used pipe or pipe fittings, used conduit or conduit fittings, used automotive parts, used tires, and other manufactured goods that are so worn, deteriorated or obsolete as to make them unusable in their existing condition.

School, Elementary, Middle, & High. The use of a site for instructional purposes on an elementary or secondary level, including both public schools as well as private schools that have curricula similar to those in public schools.

Screening. Fencing, evergreen vegetation or landscaped earth berms maintained for the purpose of concealing from view the area behind such fences, evergreen vegetation or berms.

Secondhand Store. Means a retail establishment other than an antique store that engages in the purchase and resale of used goods such as clothing, furniture, appliances, books, and other household items. Temporary outdoor display of merchandise for sale is permitted. No other outdoor storage is permitted.

Service Station. Means an establishment primarily engaged in the retail sale of gasoline or other motor fuels that may include accessory activities, such as the sale of lubricants, automotive accessories, or supplies, the lubrication or washing of motor vehicles, the minor adjustment or repair of motor vehicles and may specifically include a car wash.

Setback line. The distance that is required by this Code between a Principal Structure or Accessory Structure and the property line of the Lot on which the Structure is located. (Note: The term Setback refers to a required minimum area, while the term Yard refers to the actual open area.)

Sexually Oriented Business. Means an adult arcade, adult bookstore, adult novelty store, adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, escort agency, nude model studio, or sexual encounter center.

Short-term Residential Rental. Means any non-owner-occupied dwelling which (1) contains rooms furnished for the purposes of providing lodging to transient guests; (2) is kept, used, maintained, advertised or held out to the public as a place where sleeping accommodations are available for

pay or compensation by transient guests; and (3) rental is less than 28 days.

Signs. As defined by Appendix D, Haysville Municipal Code.

Sight/Vision Triangle. A triangular area on a lot that is located adjacent to the area where two streets intersect. The triangle has two sides measured from the center of right-of-way, and a third side across the lot which connects the ends of the two sides. In all districts, the two lot lines establishing the sight triangle shall be a minimum distance of 60 feet. However, such standards may be increased to reflect unusual topography, sight distance, angle of street or roadway, vegetation or intensity of traffic volumes or speed. At street intersections, which are provided automatic traffic signalization, the Administrative Committee may modify or waive the sight triangle restrictions. The Zoning Administrator or City Inspector shall determine, upon request, the location of any sight triangle. (Code 2023)



Single-Family. Means the use of a lot for only one detached principal dwelling unit, excluding a structure used as a group residence, that may be a residential design manufactured home but shall not be a mobile home.

Solid Waste Incinerator. Means a permanent facility operated alone or in conjunction with a recycling processing center or landfill for the purpose of burning solid waste or trash and converting it to ash.

Street. A thoroughfare, whether public or private, 25 feet or more in width. For the purpose of this chapter, the word "street" shall include the words "road," "highway," "boulevard," "avenue," etc.

Residential street. Any street designed primarily to provide access to abutting property to include lanes, drives, circles, boulevards, or any other designation that might be given to such streets.

Road or roadway. The paved or improved area existing on the street right-of-way exclusive of sidewalks, driveways or related uses.

Sub collector. Any street designed to provide passage to residential streets and convey traffic to collector streets or through traffic to lower order streets.

Storage, Outdoor as Principal Use. Means the keeping, storing, placing or locating outside of an

enclosed structure for more than 72 consecutive hours any property, goods, products, equipment, trailers, portable storage containers, or other similar items not considered accessory uses as listed in this code. The term storage, outdoor (or outdoor storage) does not include vehicle storage yard.

Street lines. A property line identified between a parcel of land and the street right of way.

Structure or building. Anything constructed or erected with a fixed location on the ground or attached to something having a fixed location on the ground. Among other things, structures include buildings, mobile homes, walls, billboards and poster panels. For the purpose of this chapter, fences will not be considered structures.

Subdivider. The owner, or any other person, firm or corporation authorized by the owner, undertaking proceedings under the provisions of the subdivision regulations for the purpose of subdividing land.

Subdivision. Any division or redivision of land by means of mapping, platting, conveying, changing, or rearranging of boundaries, or otherwise, and shall also relate to the process of subdividing or other land subdivided, where appropriate to the context.

Tattooing and Body Piercing Facility. Means any room or space, or part thereof, where the act of tattooing, body piercing, or permanent color technology is conducted.

Tavern and Drinking Establishment. An establishment engaged in the preparation and retail sale of alcoholic liquor or cereal malt beverage for consumption on the premises that derives in a six-month period less than fifty percent (50%) of its gross revenues from the sale of food and beverages for consumption on the premises. For the purposes of this Code, the term Tavern and Drinking Establishment shall include Class B Club.

Teen Club. Means any building or part or other enclosed place where a teen dance is held or teen dancing is permitted.

Three-Four Family. Means the use of a lot for three or four principal dwelling units within a single building.

Tiny Home. Means the use of a lot for one detached principal dwelling unit not to exceed 599 square feet in size.

Transfer Station. Means any enclosed facility where solid wastes are transferred from one vehicle or rail car to another or where solid wastes are stored and consolidated before being transported for disposal elsewhere.

Transient Guest. Means a person who occupies a short-term residential rental for not more than twenty-eight (28) consecutive days.

Two Family. Means the use of a lot for two principal dwelling units within a single building.

University or College. Means an institution of higher education (post High School) offering undergraduate or graduate degrees in higher learning, including seminaries.

Use, principal. The main and primary purpose for which land or a structure is designed, arranged

or intended, or for which it may be occupied or maintained under this ordinance.

Utility, Major. Means generating plants; electrical switching facilities and primary substations; water and wastewater treatment plants; water tanks; and radio, television and microwave transmission towers; and similar facilities of agencies that are under public franchise or ownership to provide the general public with electricity, gas, heat, steam, communication, rail transportation, water, sewage collection or other similar service. The term Utility, Major shall not be construed to include corporate or general offices; gas or oil processing; manufacturing facilities; postal facilities, communication switching facilities that are accompanied by office uses, telecommunication carrier with transmission equipment for long-distance call and high-speed Internet connections with one or more telecommunication carrier located within a building, or other uses defined in this section.

Utility, Minor. Means services and facilities of agencies that are under public franchise or ownership to provide services that are essential to support development and that involve only minor structures, such as poles and lines, and structures not exceeding 150 cubic feet in size and six feet in height that do not generate discernable noise, odor or vibration within any nearby residential district, and that comply with the setback requirements of the district in which they are located.

Variance. To authorize in specific cases a deviation from the specific terms of the zoning ordinance, which will not be contrary to the public interest and where owing to special conditions, a literal enforcement of the provisions of the zoning ordinance will, in an individual case, result in unnecessary hardship, and provided the spirit of the zoning ordinance shall be observed, public safety and welfare secured and substantial justice done. Such variance shall not permit any use not permitted by the zoning ordinance in such district.

Vehicle and Equipment Sales, Outdoors. Means an establishment engaged in the retail or wholesale sale or rental, from the premises, of motor vehicles or equipment, along with incidental service or maintenance. Typical uses include new and used automobile and truck sales, automobile rental, boat sales, motorcycle sales, construction equipment rental yards, trailers and/or moving trailer rental.

Vehicle, Commercial. means any truck, van, panel truck, delivery van, Trailer, semitrailer or pole trailer drawn or designed to be drawn by a Motor Vehicle, which vehicle was designed, used and/or maintained for the transportation of more than ten persons or the delivery of property for hire, compensation, profit or in the furtherance of any commercial enterprise.

Vehicle, Inoperable. means any vehicle that is unable to operate or move under its own power. It shall also mean any Motor Vehicle that is in an abandoned, wrecked, dismantled, scrapped, junked or partially dismantled condition that includes having no wheels, or lacking other parts necessary for the normal operation of the vehicle. It shall also mean any vehicle that because of mechanical defects, a wrecked or partially wrecked frame or body or dismantled parts, cannot be operated in a normal, and safe manner. It shall also mean any vehicle with an absence of display of current registration. An Inoperable Vehicle shall not include vehicles needing only the inflation of tires, the installation of a battery or the addition of fuel in order to operate. In the City, an Inoperable Vehicle shall also include any Vehicle with uninflated tires or otherwise meeting the definition of Inoperable Vehicle in Title 8 of the Code of the City of Wichita.

Vehicle, Motor. means every motorized vehicle, other than a motorized bicycle or a motorized wheelchair, that is self-propelled, and every vehicle that is propelled by electric power obtained from overhead trolley wires, but not operated upon rails. See Vehicle, Commercial and Vehicle, Passenger.

Vehicle, Passenger. means a Motor Vehicle that is designed primarily to carry ten or fewer passengers, and that is not used as a Commercial Vehicle.

Vehicle, Recreational. means a unit designed as temporary living quarters for recreational, camping or travel use that has a body width not exceeding eight feet and a body length not exceeding 40 feet. Units may have their own power, or designed to be drawn or mounted on a Motor Vehicle. Recreational Vehicle shall include motor homes, travel trailers, truck campers, camping trailers, converted buses, houseboats or other similar units as determined by the Zoning Administrator. A Recreational Vehicle may or may not include individual toilet and bath.

Vehicle Repair, General. Means an establishment primarily engaged in painting of or body work to Motor Vehicles or heavy equipment. Typical uses include paint and body shops.

Vehicle Repair, Limited. Means a use providing repair of Motor Vehicles or maintenance services within completely enclosed Buildings, but not including paint and body shops or other general Vehicle Repair services. Typical uses include businesses engaged in the following activities:(1) electronic tune-ups; (2) brake repairs (including drum turning); (3) air conditioning repairs; (4) transmission and engine repairs; (5) generator and starter repairs; (6) tire repairs; (7) front-end alignments; (8) battery recharging; (9) lubrication; and/or (10) sales, repair and installation of minor parts and accessories, such as tires, batteries, windshield wipers, hoses, windows, etc.

Vehicle Storage Yard. Means the keeping outside of an enclosed building for more than 72 consecutive hours of one or more motor vehicles (except inoperable vehicles), boats, trailers, or unoccupied recreational vehicles. The term vehicle storage yard does not include wrecking/salvage yard.

Vocational School. A use providing education or training in business, commercial trades, language, arts or other similar activity or occupational pursuit, and not otherwise defined as a University or College or Elementary, Middle, and High School.

Warehouse, Self-Service Storage. Means an enclosed storage facility of a commercial nature containing independent, fully enclosed bays that are leased to persons exclusively for dead storage of their household goods or personal property.

Warehousing. Means the storage of materials, equipment, or products within a building for manufacturing use or for distribution to wholesalers or retailers, as well as activities involving significant movement and storage of products or equipment. Typical uses include major mail distribution centers, frozen food lockers, and moving and storage firms, but excluding self- service storage warehouses.

Welding or Machine Shop. Means a workshop where machines, machine parts, or other metal products are fabricated. Typical uses include machine shops, welding shops, and sheet metal shops.

Wholesale or Business Services. Means an establishment primarily engaged in the display, storage

and sale of goods or services to other firms.

Wireless Communication Facility. Means a Lot containing equipment at a fixed location that enables wireless communications between user equipment and a communications network, including, but not limited to: (A) a wireless support structure consisting of a freestanding support structure, such as a monopole, guyed, or self-supporting tower or other suitable existing or alternative structure designed to support or capable of supporting wireless facilities; (B) a base station that supports or houses an antenna, transceiver, coaxial cables, power cables or other associated equipment at a specific site that is authorized to communicate with mobile stations, generally consisting of radio transceivers, antennas, coaxial cables, power supplies and other associated electronics; (C) equipment associated with wireless services such as private, broadcast and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul; and/or (D) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies and comparable equipment, regardless of technological configuration.

Wrecking/Salvage Yard. Means a lot, land, or structure, or part thereof, used for the collecting, dismantling, storing, and/or salvaging of machinery, equipment, appliances, inoperable vehicles, vehicle parts, bulky waste, salvage material, junk, or discarded materials; and/or for the sale of parts thereof. Typical uses include motor vehicle salvage yards and junkyards.

Yard. An open space, other than a court, on the same lot with a building or group of buildings, which open space lies between the building or group of buildings and the nearest lot line, is unoccupied and unobstructed from the ground upward, except as provided in this chapter.

Front yard. A yard extending across the full width of the lot, the depth of which is the minimum horizontal distance between the front property line and the building line. On corner lots, the street address shall determine the primary front yard requirement which shall have the required front yard depth and the subordinate front yard other shall have no less than fifteen (15) feet.

Rear yard. A yard extending across the full width of the lot between the nearest rear main building and the rear lot lines. The depth of the required rear yard shall be measured horizontally from the nearest part of a main building toward the nearest point of the rear lot lines. In case of through lots and corner lots there will be no rear yards, but only front and side yards.

Side yard. From the front yard to the point of intersection of the rear yard or property line, when no rear yard exists.

Street yard. The area of a lot, which lies between the property line abutting a street and the street wall line of the building. If a building has a rounded street wall or if the building is on an irregular-shaped lot, wall lines extending parallel to the street wall from the points of the wall closest to the side property lines shall be used to define the limits of the street yard.

SECTION 2. Having received the recommendation of the City Planning Commission following notice and hearing thereon as provided by law and pursuant to the Zoning Regulations of the City of Haysville, Kansas, Section 400 of the Zoning Regulations of the City of Haysville, Kansas is amended as follows:

Article 4. Zoning Districts.

400 USE CHART; PERMITTED AND CONDITIONAL USES

P = Permitted Use C = Conditional Use

Use Type	Zoning Districts												Conditions		
	S 1 S	F S F	S Z	T H	T F	M 4	M F	M A	M H	H C	O C	L C		H C	L I
Residential															
Single-Family	P	P	P	P	P	P	P	P	P						
Two-Family					P	P	P	P							
Three and Four-Family					C	P	P	P							
Multi-Family					C	C	P								
Manufactured Home	P							P							
Manufactured Home Subdivision								P							
Manufactured Home Park								P							
Accessory Apartment	C	C									C	C	C	C	
Assisted Living	C	C			C	C	P	C		P	P	P			
Group Home	P	P			P	P	P	P		P	P	P			
Group Residence, Limited	C	C			C	C	P			P	P	P			
Group Residence, General								C		P	P				
Public and Civic															
Auditorium or Stadium													P	P	P
Cemetery	C	C	C		C	C	C				C	C	C	C	
Church or Place of Worship	P	P			C	C	C				P	P	P	P	
Community Assembly	C				C	C	P	C			P	P	P	P	
Correctional Facility														P	P
Correctional Placement Residence, Limited										P	P	P	P	P	
Correction Placement Residence, General											P	P	P	P	
Day Care, Limited	P	P			P	P	P	P		P	P	P	P	C	
Day Care, General	C	C			C	C	P	C		P	P	P	P	C	
Day Care Reporting Center														C	C
Golf Course	P	P			P	P	P	P			P	P	P	P	
Government Service	C	C			C	C	C			C	P	P	P	P	
Hospital								P	P		P	P	P	P	
Library	P	P			P	P	P	P		P	P	P	P	P	
Neighborhood Swimming Pool	C	C			C	C	C	C		C	C	C			
Nursing Facility											P	P	P	C	
Parks and Recreation	P	P			P	P	P	P		P	P	P	P	P	
Recycling Collection Station, Private	P	P			P	P	P	P		P	P	P	P	P	
Recycling Collection Station, Public											P	P	P	P	
Recycling Processing Center													P	P	P
Reverse Vending Machine											P	P	P	P	
Safety Service	C	C			C	C	C	C		C	P	P	P	P	
School, Elementary, Middle & High	P	C			C	C	C								
University or College								P			P	P	P	P	
Utility, Major	C	C			C	C	C	C		C	C	C	C	C	
Utility, Minor	P	P			P	P	P	P		P	P	P	P	P	

Provided any operation that is not entirely conducted within an enclosed building shall be required to place all items stored on an all-weather surface and must be screened from adjacent properties and any public roadway.

Use Type	Zoning Districts											Conditions	
	S F 1 5	S F Z	S F H	T T F	M F 4	M F A	H M H	O C	L C	H C	L C		H I
Industrial, Manufacturing and Extractive													
Asphalt or Concrete Plant, Limited	C			P	P	P	P	P	P	P	P	P	
Asphalt or Concrete Plant, General									C	C	P	P	
Basic Industry												P	
Construction Burn Site, Limited												P	P
Construction Burn Site, General												C	C
Freight Terminal												P	P
Gas and/or Fuel Storage and Sales											C	P	P
Hazardous Operations													C
Landfill												C	C
Manufacturing, Limited	C									C	P	P	P
Manufacturing, General	C										P	P	P
Mining or Quarrying	C	C			C	C	C		C	C	C	C	C
Oil and Gas Drilling	C	C			C	C	C		C	C	C	C	C
Research Services												P	P
Rock Crushing	C	C			C	C	C		C	C	C	C	C
Solid Waste Incinerator	C	C			C	C	C		C	C	C	C	C
Storage, Outdoor, as a Principal Use											P	P	P
Transfer Station												C	C
Vehicle Storage Yard											C	C	C
Warehousing											P	P	P
Welding or Machine Shop											P	P	P
Wholesale or Business Services											P	P	P
Wrecking/Salvage Yard													
Agricultural													
Agriculture	P	P			P	P	P	P	P	P	P	P	P
Agriculture Processing												P	P
Agriculture Research	C										P	P	P
Agriculture Sales and Service	C										P	P	P
Grain Storage											C	C	P

SECTION 3. Should any section, clause, sentence, or phrase of this ordinance be found to be unconstitutional or is otherwise held invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of the any remaining provisions herein.

SECTION 4. This ordinance shall take effect and be in force from and after its passage and publication once in the City’s official newspaper as provided by State law.

Passed and Approved by the Governing Body of the City of Haysville, Kansas, on this _____ day of _____, 2024.

Approved by the Mayor _____ day of _____, 2024.

Russ Kessler, Mayor

ATTEST:

Angie Millspaugh, City Clerk

Approved as to form:

Joshua Pollak, City Attorney



**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF HAYSVILLE, KANSAS
HELD ON JANUARY 8, 2024**

The governing body met in regular session at the usual meeting place in the City at 7:00 P.M., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

There was presented a Resolution entitled:

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 23-02 OF THE CITY OF HAYSVILLE, KANSAS, WHICH DETERMINED THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF HAYSVILLE, KANSAS (PAVING IMPROVEMENTS/WHEATLAND VILLAGE ADDITION-PHASE 1).

Councilmember _____ moved that the Resolution be adopted. The motion was seconded by Councilmember _____. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the vote of the governing body as follows:

Aye: _____.

Nay: _____.

The Mayor declared the Resolution duly adopted and it was then duly numbered Resolution No. 24-__ and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

* * * * *

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Haysville, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

(Published in the *Haysville Sun Times* on January 11, 2024)

RESOLUTION NO. 24-__

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 23-02 OF THE CITY OF HAYSVILLE, KANSAS, WHICH DETERMINED THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF HAYSVILLE, KANSAS (PAVING IMPROVEMENTS/WHEATLAND VILLAGE ADDITION-PHASE 1).

WHEREAS, the governing body of the City of Haysville, Kansas (the “City”), has heretofore by Resolution No. 23-02 of the City, duly adopted on May 8, 2023 (the “Prior Resolution”), authorized, pursuant to K.S.A. 12-6a01 *et seq.*, the following described improvements:

Construction of paving improvements on (1) Wheatland Court from south line of Wheatland Drive to and including cul-de-sac serving Lots 1 through 12 Block B; (2) Wheatland Court from south line of Wheatland Drive to and including cul-de-sac serving Lots 13 through 20, Block B; (3) Wheatland Court from south line of Wheatland Drive to and including cul-de-sac serving Lots 21 through 28, Block B; (4) Lakeview and Kristy Lane from the south line of Wheatland Drive to the south line of Wheatland Drive to serve the area described as the Improvement District, along with related storm sewer and incidental drainage improvements, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

Lots 1 through 46, inclusive, Block B, and Lots 1 through 7, inclusive, Block C, Wheatland Village Addition, an Addition to the City of Haysville, Sedgwick County, Kansas.

WHEREAS, the Prior Resolution was recorded with the Register of Deeds of Sedgwick County, Kansas, and appears at Doc#/Flm-Pg: 30238629; and

WHEREAS, the City has received a revised petition proposing a modification of the estimated costs of the Improvements and the Improvement District; and

WHEREAS, the governing body of the City hereby finds and determines that said revised petition is sufficient and that it is necessary to make such modifications; and

WHEREAS, in order to make such modifications, the governing body of the City hereby finds and determines it necessary to amend and supplement *Section 1* of the Prior Resolution, as hereinafter set forth.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HAYSVILLE, KANSAS, AS FOLLOWS:

Section 1. Amendments. *Section 1* of the Prior Resolution is hereby amended to read as follows:

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements (the “Improvements”):

Construction of paving improvements on (1) Wheatland Court from south line of Wheatland Drive to and including cul-de-sac serving Lots 1 through 9 Block B; (2) Everest Court from south line of Wheatland Drive to and including cul-de-sac serving Lots 10 through 17, Block B; (3) Sage Court from south line of Wheatland Drive to and including cul-de-sac serving Lots 18 through 25, Block B; (4) Lakeview and Kristy Lane from the south line of Wheatland Drive to the south line of Wheatland Drive (adjacent to Lot 42, Block B) to the south line of Wheatland Drive (adjacent to Lot 26, Block B) to serve the area described as the Improvement District, along with related storm sewer and incidental drainage improvements, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the Improvements is: \$657,000, to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of the Prior Resolution.

(c) The extent of the improvement district (the “Improvement District”) to be assessed for the cost of the Improvements is:

Lots 1 through 42, inclusive, Block B, and Lots 1 through 5, inclusive, Block C, Wheatland Village Addition, an Addition to the City of Haysville, Sedgwick County, Kansas.

(d) The method of assessment is: equally per lot (47 lots).

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Section 2. Repealer; Ratification. *Section 1* of the Prior Resolution is hereby repealed and the rest and remainder thereof is hereby ratified and confirmed.

Section 3. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on January 8, 2024.

(SEAL)

By: _____

Name: Russ Kessler

Title: Mayor

ATTEST:

By: _____

Name: Angela Millspaugh

Title: Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on January 8, 2024, as the same appears of record in my office.

DATED: January 8, 2024.

By: _____

Name: Angela Millspaugh

Title: Clerk

PAVING PETITION

WHEATLAND VILLAGE ADD. – PHASE 1

To: The Governing Body
City of Haysville, Kansas

1. We, the undersigned owners of all the below designated Lots described as follows:

WHEATLAND VILLAGE ADDITION

Lots 1 through 42, Block B

Lots 1 through 5, Block C

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended as follows:

- (a) That there be constructed pavement on 1) Wheatland Court from south line of Wheatland Drive to and including cul-de-sac serving Lots 1 through 9 Block B 2) Everest Court from south line of Wheatland Drive to and including cul-de-sac serving Lots 10 through 17, Block B 3) Sage Court from south line of Wheatland Drive to and including cul-de-sac serving Lots 18 through 25, Block B 4) Lakeview and Kristy Lane from the south line of Wheatland Drive (adjacent to lot 42 Block B) to the south line of Wheatland Drive (adjacent to Lot 26, Block B). (the "Project") to serve the area described above (the "Benefit District"). That said pavement within aforesaid limits to be constructed according to City of Haysville plans and specifications to be furnished by the City Engineer. Storm sewers, and incidental drainage will also be constructed.
- (b) That the estimated and probable cost of the foregoing Project is six hundred fifty-seven thousand dollars (\$657,000) with 100% payable by the Benefit District and 0% payable by the City-at-large. Said estimated cost as above set forth and may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Project, and also may be increased at the rate of 1 percent per month from and after December 11, 2022.
- (c) That the Benefit District be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the Project.

If the Project is abandoned, altered and/or constructed privately in part or whole, such that it precludes building said Project under the authority of this petition, any costs that the City incurs shall be assessed to the property described above, in accordance with the terms of the petition. In addition, if the Project is abandoned at any state during the design, and/or construction of the Project, then such costs associated with the

redesign, repair, or reconstruction of said Project shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the Project for which the Benefit District shall be liable shall be on an equal share per lot. In the event all or part of the lots or parcels in the Benefit District are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where ownership of a single lot or parcel is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveway approaches are requested to serve a particular tract, lot, or parcel, the cost of said driveway approach shall be in addition to the assessment of said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. The petitioner acknowledges that the Benefit District does not include all the properties that may be deemed to benefit from the Project and waive any objection to and hereby consents to the levy of assessments on the property in the Benefit District as provided by this petition.

3. It is requested that the Project hereby petitioned be authorized and ordered without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.

4. That names may not be withdrawn from this petition by the signer of this petition after the governing body of the City of Haysville commences consideration of the petition or later than seven (7) days after filing, whichever occurs first. The undersigned acknowledges that this petition shall not expire and shall remain valid and binding upon the undersigned and its successors-in-interest unless released by the City of Haysville.

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by the owners of record (whether resident or not) of all of the area liable for assessment under the proposal. The governing body of the City of Haysville is requested to proceed in the manner provided by statute to the end that the Project may be expeditiously completed and placed in use if and when such Project is necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>WHEATLAND VILLAGE ADDITION</u> <u>BLOCK B</u> Lots 1 through 42 and <u>BLOCK C</u> Lots 1 through 5	SKY VIEW AT BLOCK 49, LLC By: _____ Eric Gilbert, Managing Partner	



**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF HAYSVILLE, KANSAS
HELD ON JANUARY 8, 2024**

The governing body met in regular session at the usual meeting place in the City at 7:00 P.M., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

There was presented a Resolution entitled:

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 23-03 OF THE CITY OF HAYSVILLE, KANSAS, WHICH DETERMINED THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF HAYSVILLE, KANSAS (SANITARY SEWER IMPROVEMENTS/WHEATLAND VILLAGE ADDITION-PHASE 1).

Councilmember _____ moved that the Resolution be adopted. The motion was seconded by Councilmember _____. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the vote of the governing body as follows:

Aye: _____.

Nay: _____.

The Mayor declared the Resolution duly adopted and it was then duly numbered Resolution No. 24-__ and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

* * * * *

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Haysville, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

(Published in the *Haysville Sun Times* on January 11, 2024)

RESOLUTION NO. 24-__

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 23-03 OF THE CITY OF HAYSVILLE, KANSAS, WHICH DETERMINED THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF HAYSVILLE, KANSAS (SANITARY SEWER IMPROVEMENTS/WHEATLAND VILLAGE ADDITION-PHASE 1).

WHEREAS, the governing body of the City of Haysville, Kansas (the “City”), has heretofore by Resolution No. 23-03 of the City, duly adopted on May 8, 2023 (the “Prior Resolution”), authorized, pursuant to K.S.A. 12-6a01 *et seq.*, the following described improvements:

Construction of lateral sanitary sewer system improvements to serve the area described as the Improvement District, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

Lots 1 through 46, inclusive, Block B, and Lots 1 through 7, inclusive, Block C, Wheatland Village Addition, an Addition to the City of Haysville, Sedgwick County, Kansas.

WHEREAS, the Prior Resolution was recorded with the Register of Deeds of Sedgwick County, Kansas, and appears at Doc#/Flm-Pg: 30238630; and

WHEREAS, the City has received a revised petition proposing a modification of the Improvement District; and

WHEREAS, the governing body of the City hereby finds and determines that said revised petition is sufficient and that it is necessary to make such modifications; and

WHEREAS, in order to make such modifications, the governing body of the City hereby finds and determines it necessary to amend and supplement **Section 1** of the Prior Resolution, as hereinafter set forth.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HAYSVILLE, KANSAS, AS FOLLOWS:

Section 1. Amendments. *Section 1* of the Prior Resolution is hereby amended to read as follows:

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements (the “Improvements”):

Construction of lateral sanitary sewer system improvements to serve the area described as the Improvement District, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the Improvements is: \$498,000, to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of the Prior Resolution.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Lots 1 through 42, inclusive, Block B, and Lots 1 through 5, inclusive, Block C, Wheatland Village Addition, an Addition to the City of Haysville, Sedgwick County, Kansas.

(d) The method of assessment is: equally per lot (47 lots).

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Section 2. Repealer; Ratification. *Section 1* of the Prior Resolution is hereby repealed and the rest and remainder thereof is hereby ratified and confirmed.

Section 3. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

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ADOPTED by the governing body of the City on January 8, 2024.

(SEAL)

By: _____

Name: Russ Kessler

Title: Mayor

ATTEST:

By: _____

Name: Angela Millspaugh

Title: Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on January 8, 2024, as the same appears of record in my office.

DATED: January 8, 2024.

By: _____

Name: Angela Millspaugh

Title: Clerk

SANITARY SEWER PETITION
WHEATLAND VILLAGE ADDITION – PHASE 1

To: The Governing Body
City of Haysville, Kansas

1. We, the undersigned owners of all the below designated Lots described as follows:

WHEATLAND VILLAGE ADDITION
Lots 1 through 42, Block B
Lots 1 through 5, Block C

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended as follows:

- (a) That there be constructed a lateral sanitary sewer system (the “Project”) to serve the area described above (the “Benefit District”) according to City of Haysville plans and specifications to be furnished by the City Engineer.
- (b) That the estimated and probable cost of the Project is four hundred ninety-eight thousand dollars (\$498,000), with 100% payable by the Benefit District and 0% payable by the City-at-large. Said estimated cost as above set forth and may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Project, and also may be increased at the rate of 1 percent per month from and after December 11, 2022.
- (c) That the Benefit District be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the Project.

If the Project is abandoned, altered and/or constructed privately in part or whole, such that it precludes building said Project under the authority of this petition, any costs that the City incurs shall be assessed to the property described above, in accordance with the terms of the petition. In addition, if the Project is abandoned at any state during the design, and/or construction of the Project, then such costs associated with the redesign, repair or reconstruction of said Project shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the Project for which the Benefit District shall be liable shall be on an equal share per lot. In the event all or part of the lots or parcels in the Benefit District are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where ownership of a single lot or parcel is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. The petitioner acknowledges that the Benefit District does not include all the properties that may be deemed to benefit from the Project and waive any objection to and hereby consents to the levy of assessments on the property in the Benefit District as provided by this petition.

3. It is requested that the Project hereby petitioned be authorized and ordered without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.

4. That names may not be withdrawn from this petition by the signer of this petition after the governing body of the City of Haysville commences consideration of the petition or later than seven (7) days after filing, whichever occurs first. The undersigned acknowledges that this petition shall not expire and shall remain valid and binding upon the undersigned and its successors-in-interest unless released by the City of Haysville.

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by the owners of record (whether resident or not) of all of the area liable for assessment under the proposal. The governing body of the City of Haysville is requested to proceed in the manner provided by statute to the end that the Project may be expeditiously completed and placed in use if and when such Project is necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>WHEATLAND ADDITION</u> <u>BLOCK B</u> Lots 1 through 42 and <u>BLOCK C</u> Lots 1 through 5	SKY VIEW AT BLOCK 49, LLC By: _____ Eric Gilbert, Managing Partner	



**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF HAYSVILLE, KANSAS
HELD ON JANUARY 8, 2024**

The governing body met in regular session at the usual meeting place in the City at 7:00 P.M., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

There was presented a Resolution entitled:

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 23-04 OF THE CITY OF HAYSVILLE, KANSAS, WHICH DETERMINED THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF HAYSVILLE, KANSAS (WATER IMPROVEMENTS/WHEATLAND VILLAGE ADDITION-PHASE 1).

Councilmember _____ moved that the Resolution be adopted. The motion was seconded by Councilmember _____. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the vote of the governing body as follows:

Aye: _____.

Nay: _____.

The Mayor declared the Resolution duly adopted and it was then duly numbered Resolution No. 24-__ and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

* * * * *

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Haysville, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

(Published in the *Haysville Sun Times* on January 11, 2024)

RESOLUTION NO. 24-__

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 23-04 OF THE CITY OF HAYSVILLE, KANSAS, WHICH DETERMINED THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF HAYSVILLE, KANSAS (WATER IMPROVEMENTS/WHEATLAND VILLAGE ADDITION-PHASE 1).

WHEREAS, the governing body of the City of Haysville, Kansas (the “City”), has heretofore by Resolution No. 23-04 of the City, duly adopted on May 8, 2023 (the “Prior Resolution”), authorized, pursuant to K.S.A. 12-6a01 *et seq.*, the following described improvements:

Construction of water distribution system improvements to serve the area described as the Improvement District, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

Lots 1 through 46, inclusive, Block B, and Lots 1 through 7, inclusive, Block C, Wheatland Village Addition, an Addition to the City of Haysville, Sedgwick County, Kansas.

WHEREAS, the Prior Resolution was recorded with the Register of Deeds of Sedgwick County, Kansas, and appears at Doc#/Flm-Pg: 30238631; and

WHEREAS, the City has received a revised petition proposing a modification of the Improvement District; and

WHEREAS, the governing body of the City hereby finds and determines that said revised petition is sufficient and that it is necessary to make such modifications; and

WHEREAS, in order to make such modifications, the governing body of the City hereby finds and determines it necessary to amend and supplement *Section 1* of the Prior Resolution, as hereinafter set forth.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HAYSVILLE, KANSAS, AS FOLLOWS:

Section 1. Amendments. *Section 1* of the Prior Resolution is hereby amended to read as follows:

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements (the “Improvements”):

Construction of water distribution system improvements to serve the area described as the Improvement District, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the Improvements is: \$210,000, to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of the Prior Resolution.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Lots 1 through 42, inclusive, Block B, and Lots 1 through 5, inclusive, Block C, Wheatland Village Addition, an Addition to the City of Haysville, Sedgwick County, Kansas.

(d) The method of assessment is: equally per lot (47 lots).

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Section 2. Repealer; Ratification. *Section 1* of the Prior Resolution is hereby repealed and the rest and remainder thereof is hereby ratified and confirmed.

Section 3. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

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ADOPTED by the governing body of the City on January 8, 2024.

(SEAL)

By: _____

Name: Russ Kessler

Title: Mayor

ATTEST:

By: _____

Name: Angela Millspaugh

Title: Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on January 8, 2024, as the same appears of record in my office.

DATED: January 8, 2024.

By: _____

Name: Angela Millspaugh

Title: Clerk

WATER DISTRIBUTION PETITION

WHEATLAND VILLAGE ADDITION – PHASE 1

To: The Governing Body
City of Haysville, Kansas

1. We, the undersigned owners of all the below designated Lots described as follows:

WHEATLAND VILLAGE ADDITION

Lots 1 through 42, Block B

Lots 1 through 5, Block C

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended as follows:

- (a) That there be constructed a water distribution system (the “Project”) to serve the area described above (the “Benefit District”) according to City of Haysville plans and specifications to be furnished by the City Engineer.
- (b) That the estimated and probable cost of the Project is two hundred ten thousand dollars (\$210,000) with 100% payable by the Benefit District and 0% payable by the City-at-large. Said estimated cost as above set forth and may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Project, and also may be increased at the rate of 1 percent per month from and after December 11, 2022.
- (c) That the Benefit District be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the Project.

If the Project is abandoned, altered and/or constructed privately in part or whole, such that it precludes building said Project under the authority of this petition, any costs that the City incurs shall be assessed to the property described above, in accordance with the terms of the petition. In addition, if the Project is abandoned at any state during the design, and/or construction of the Project, then such costs associated with the redesign, repair or reconstruction of said Project shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the Project for which the Benefit District shall be liable shall be on an equal share per lot. In the event all or part of the lots or parcels in the Benefit District are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where ownership of a single lot or parcel is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. The petitioner acknowledges that the Benefit District does not include all the properties that may be deemed to benefit from the Project and waive any objection to and hereby consents to the levy of assessments on the property in the Benefit District as provided by this petition.

3. It is requested that the Project hereby petitioned be authorized and ordered without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.

4. That names may not be withdrawn from this petition by the signer of this petition after the governing body of the City of Haysville commences consideration of the petition or later than seven (7) days after filing, whichever occurs first. The undersigned acknowledges that this petition shall not expire and shall remain valid and binding upon the undersigned and its successors-in-interest unless released by the City of Haysville.

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by the owners of record (whether resident or not) of all of the area liable for assessment under the proposal. The governing body of the City of Haysville is requested to proceed in the manner provided by statute to the end that the Project may be expeditiously completed and placed in use if and when such Project is necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>WHEATLAND VILLAGE ADDITION</u> <u>BLOCK B</u> Lots 1 through 42 and <u>BLOCK C</u> Lots 1 through 5	SKY VIEW AT BLOCK 49, LLC By: _____ Eric Gilbert, Managing Partner	



**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF HAYSVILLE, KANSAS
HELD ON JANUARY 8, 2024**

The governing body met in regular session at the usual meeting place in the City at 7:00 P.M., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

(Other Proceedings)

Among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

There was presented a Resolution entitled:

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 23-05 OF THE CITY OF HAYSVILLE, KANSAS, WHICH DETERMINED THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF HAYSVILLE, KANSAS (PAVING IMPROVEMENTS-COLLECTOR STREET/WHEATLAND VILLAGE ADDITION).

Councilmember _____ moved that the Resolution be adopted. The motion was seconded by Councilmember _____. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the vote of the governing body as follows:

Aye: _____.

Nay: _____.

The Mayor declared the Resolution duly adopted and it was then duly numbered Resolution No. 24-__ and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Haysville, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

(Published in the *Haysville Sun Times* on January 11, 2024)

RESOLUTION NO. 24-__

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 23-05 OF THE CITY OF HAYSVILLE, KANSAS, WHICH DETERMINED THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF HAYSVILLE, KANSAS (PAVING IMPROVEMENTS-COLLECTOR STREET/WHEATLAND VILLAGE ADDITION).

WHEREAS, the governing body of the City of Haysville, Kansas (the “City”), has heretofore by Resolution No. 23-05 of the City, duly adopted on May 8, 2023 (the “Prior Resolution”), authorized, pursuant to K.S.A. 12-6a01 *et seq.*, the following described improvements:

Construction of paving improvements on Wheatland Drive from the east line of Reserve “E” to east line of Wheatland Village Addition including connection to Meridian Avenue to serve the area described as the Improvement District, along with related storm sewer and incidental drainage improvements, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

Lots 1 through 71, inclusive, Block A, Lots 1 through 46, inclusive, Block B, Lots 1 through 7, inclusive, Block C, and Lots 1 through 24, inclusive, Block D, Wheatland Village, an Addition to the City of Haysville, Sedgwick County, Kansas.

WHEREAS, the Prior Resolution was recorded with the Register of Deeds of Sedgwick County, Kansas, and appears at Doc#/Flm-Pg: 30238632; and

WHEREAS, the City has received a revised petition proposing a modification of the estimated costs of the Improvements and the Improvement District; and

WHEREAS, the governing body of the City hereby finds and determines that said revised petition is sufficient and that it is necessary to make such modifications; and

WHEREAS, in order to make such modifications, the governing body of the City hereby finds and determines it necessary to amend and supplement *Section 1* of the Prior Resolution, as hereinafter set forth.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HAYSVILLE, KANSAS, AS FOLLOWS:

Section 1. Amendments. *Section 1* of the Prior Resolution is hereby amended to read as follows:

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

- (a) It is advisable to make the following improvements (the “Improvements”):

Construction of paving improvements on Wheatland Drive from the east line of Reserve "F" to east line of Wheatland Village Addition including connection to Meridian Avenue to serve the area described as the Improvement District, along with related storm sewer and incidental drainage improvements, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the Improvements is: \$1,417,000, to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of the Prior Resolution.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Lots 1 through 61, inclusive, Block A, Lots 1 through 42, inclusive, Block B, Lots 1 through 5, inclusive, Block C, Lots 1 through 24, inclusive, Block D, and Lots 1 through 10, inclusive, Block E Wheatland Village, an Addition to the City of Haysville, Sedgwick County, Kansas.

(d) The method of assessment is: equally per lot (142 lots).

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Section 2. Repealer; Ratification. *Section 1* of the Prior Resolution is hereby repealed and the rest and remainder thereof is hereby ratified and confirmed.

Section 3. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on January 8, 2024.

(SEAL)

By: _____

Name: Russ Kessler

Title: Mayor

ATTEST:

By: _____

Name: Angela Millspaugh

Title: Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on January 8, 2024, as the same appears of record in my office.

DATED: January 8, 2024.

By: _____

Name: Angela Millspaugh

Title: Clerk

PAVING PETITION

WHEATLAND VILLAGE ADD. – COLLECTOR STREET

To: The Governing Body
City of Haysville, Kansas

1. We, the undersigned owners of all the below designated Lots described as follows:

WHEATLAND VILLAGE ADDITION

Lots 1 through 61, Block A

Lots 1 through 42, Block B

Lots 1 through 5, Block C

Lots 1 through 24, Block D

Lots 1 through 10, Block E

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended as follows:

- (a) That there be constructed pavement on Wheatland Drive from the east line of Reserve “F” to east line of Wheatland Village Addition including connection with Meridian Avenue (the “Project”) to serve the area described above (the “Benefit District”). That said pavement within aforesaid limits to be constructed according to City of Haysville plans and specifications to be furnished by the City Engineer. Storm sewers, and incidental drainage to be constructed as necessary.
- (b) That the estimated and probable cost of the foregoing Project is one million, four hundred seventeen thousand (\$1,417,000) with 100% payable by the Benefit District and 0% payable by the City-at-large. Said estimated cost as above set forth and may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Project, and also may be increased at the rate of 1 percent per month from and after December 11, 2023.
- (c) That the Benefit District be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the Project.

If the Project is abandoned, altered and/or constructed privately in part or whole, such that it precludes building said Project under the authority of this petition, any costs that the City incurs shall be assessed to the property described above, in accordance with the terms of the petition. In addition, if the Project is abandoned at any state during the design, and/or construction of the Project, then such costs associated with the redesign, repair, or reconstruction of said Project shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the Project for which the Benefit District shall be liable shall be on an equal share per lot. In the event all or part of the lots or parcels in the Benefit District are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where ownership of a single lot or parcel is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveway approaches are requested to serve a particular tract, lot, or parcel, the cost of said driveway approach shall be in addition to the assessment of said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. The petitioner acknowledges that the Benefit District does not include all the properties that may be deemed to benefit from the Project and waive any objection to and hereby consents to the levy of assessments on the property in the Benefit District as provided by this petition.

3. It is requested that the Project hereby petitioned be authorized and ordered without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.

4. That names may not be withdrawn from this petition by the signer of this petition after the governing body of the City of Haysville commences consideration of the petition or later than seven (7) days after filing, whichever occurs first. The undersigned acknowledges that this petition shall not expire and shall remain valid and binding upon the undersigned and its successors-in-interest unless released by the City of Haysville.

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by the owners of record (whether resident or not) of all of the area liable for assessment under the proposal. The governing body of the City of Haysville is requested to proceed in the manner provided by statute to the end that the Project may be expeditiously completed and placed in use if and when such Project is necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>WHEATLAND VILLAGE ADDITION</u> <u>BLOCK A</u> Lots 1 through 61 and <u>BLOCK B</u> Lots 1 through 42 and <u>BLOCK C</u> Lots 1 through 5 and <u>BLOCK D</u> Lots 1 through 24 and <u>BLOCK E</u> Lots 1 through 10	SKY VIEW AT BLOCK 49, LLC By: _____ Eric Gilbert, Managing Partner	



**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF HAYSVILLE, KANSAS
HELD ON JANUARY 8, 2024**

The governing body met in regular session at the usual meeting place in the City at 7:00 P.M., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

There was presented a Resolution entitled:

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 23-06 OF THE CITY OF HAYSVILLE, KANSAS, WHICH DETERMINED THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF HAYSVILLE, KANSAS (STORM WATER DRAIN IMPROVEMENTS/WHEATLAND VILLAGE ADDITION).

Councilmember _____ moved that the Resolution be adopted. The motion was seconded by Councilmember _____. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the vote of the governing body as follows:

Aye: _____.

Nay: _____.

The Mayor declared the Resolution duly adopted and it was then duly numbered Resolution No. 24-__ and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

* * * * *

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Haysville, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

(Published in the *Haysville Sun Times* on January 11, 2024)

RESOLUTION NO. 24-__

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 23-06 OF THE CITY OF HAYSVILLE, KANSAS, WHICH DETERMINED THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF HAYSVILLE, KANSAS (STORM WATER DRAIN IMPROVEMENTS/WHEATLAND VILLAGE ADDITION).

WHEREAS, the governing body of the City of Haysville, Kansas (the “City”), has heretofore by Resolution No. 23-06 of the City, duly adopted on May 8, 2023 (the “Prior Resolution”), authorized, pursuant to K.S.A. 12-6a01 *et seq.*, the following described improvements:

Construction of storm water drainage improvements, including related stormwater detention and grading improvements, to serve the area described as the Improvement District, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

Lots 1 through 71, inclusive, Block A, Lots 1 through 46, inclusive, Block B, Lots 1 through 7, inclusive, Block C, and Lots 1 through 24, inclusive, Block D, Wheatland Village Addition, an Addition to the City of Haysville, Sedgwick County, Kansas.

WHEREAS, the Prior Resolution was recorded with the Register of Deeds of Sedgwick County, Kansas, and appears at Doc#/Flm-Pg: 30238633; and

WHEREAS, the City has received a revised petition proposing a modification of the estimated costs of the Improvements and the Improvement District; and

WHEREAS, the governing body of the City hereby finds and determines that said revised petition is sufficient and that it is necessary to make such modifications; and

WHEREAS, in order to make such modifications, the governing body of the City hereby finds and determines it necessary to amend and supplement **Section 1** of the Prior Resolution, as hereinafter set forth.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HAYSVILLE, KANSAS, AS FOLLOWS:

Section 1. Amendments. **Section 1** of the Prior Resolution is hereby amended to read as follows:

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements (the “Improvements”):

Construction of storm water drainage improvements, including related stormwater detention and grading improvements, to serve the area described as the Improvement

District, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the Improvements is: \$983,000, to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of the Prior Resolution.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Lots 1 through 75, inclusive, Block A, Lots 1 through 42, inclusive, Block B, Lots 1 through 5, inclusive, Block C, Lots 1 through 24, inclusive, Block D, Lots 1 through 18, inclusive, Block E, and Lots 1 through 13, inclusive, Block F, Wheatland Village Addition, an Addition to the City of Haysville, Sedgwick County, Kansas.

(d) The method of assessment is: equally per lot (177 lots).

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Section 2. Repealer; Ratification. *Section 1* of the Prior Resolution is hereby repealed and the rest and remainder thereof is hereby ratified and confirmed.

Section 3. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on January 8, 2024.

(SEAL)

By: _____

Name: Russ Kessler

Title: Mayor

ATTEST:

By: _____

Name: Angela Millspaugh

Title: Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on January 8, 2024, as the same appears of record in my office.

DATED: January 8, 2024.

By: _____

Name: Angela Millspaugh

Title: Clerk

STORM WATER DRAIN PETITION
WHEATLAND VILLAGE ADDITION

To: The Governing Body
City of Haysville, Kansas

1. We, the undersigned owners of all the below designated Lots described as follows:

WHEATLAND VILLAGE ADDITION

Lots 1 through 75, Block A
Lots 1 through 42, Block B
Lots 1 through 5, Block C
Lots 1 through 24, Block D
Lots 1 through 18, Block E
Lots 1 through 13, Block F

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended as follows:

- (a) That there be constructed Storm Water Drain Improvements (stormwater detention and mass grading) in Wheatland Village Addition to serve the area described above (the "Benefit District") according to City of Haysville plans and specifications to be furnished by the City Engineer.
- (b) That the estimated and probable cost of the Project is nine hundred eighty-three thousand dollars (\$983,000) with 100% payable by the Benefit District and 0% payable by the City-at-large. Said estimated cost as above set forth and may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Project, and also may be increased at the rate of 1 percent per month from and after December 11, 2022.
- (c) That the Benefit District be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the Project.

If the Project is abandoned, altered and/or constructed privately in part or whole, such that it precludes building said Project under the authority of this petition, any costs that the City incurs shall be assessed to the property described above, in accordance with the terms of the petition. In addition, if the Project is abandoned at any state during the design, and/or construction of the Project, then such costs associated with the redesign, repair, or reconstruction of said Project shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the Project for which the Benefit District shall be liable shall be on an equal share per lot. In the event all or part of the lots or parcels in the Benefit District are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where ownership of a single lot or parcel is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. The petitioner acknowledges that the Benefit District does not include all the properties that may be deemed to benefit from the Project and waive any objection to and hereby consents to the levy of assessments on the property in the Benefit District as provided by this petition.

3. It is requested that the Project hereby petitioned be authorized and ordered without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.

4. That names may not be withdrawn from this petition by the signer of this petition after the governing body of the City of Haysville commences consideration of the petition or later than seven (7) days after filing, whichever occurs first. The undersigned acknowledges that this petition shall not expire and shall remain valid and binding upon the undersigned and its successors-in-interest unless released by the City of Haysville.

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by the owners of record (whether resident or not) of all of the area liable for assessment under the proposal. The governing body of the City of Haysville is requested to proceed in the manner provided by statute to the end that the Project may be expeditiously completed and placed in use if and when such Project is necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<p><u>WHEATLAND VILLAGE ADDITION</u> <u>BLOCK A</u> Lots 1 through 75 <u>BLOCK B</u> Lots 1 through 42 and <u>BLOCK C</u> Lots 1 through 5 and <u>BLOCK D</u> Lots 1 through 24 and <u>BLOCK E</u> Lots 1 through 18 and <u>BLOCK F</u> Lots 1 through 13</p>	<p>SKY VIEW AT BLOCK 49, LLC By: _____ Eric Gilbert, Managing Partner</p>	



**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF HAYSVILLE, KANSAS
HELD ON JANUARY 8, 2024**

The governing body met in regular session at the usual meeting place in the City at 7:00 P.M., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

There was presented a Resolution entitled:

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 23-07 OF THE CITY OF HAYSVILLE, KANSAS, WHICH DETERMINED THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF HAYSVILLE, KANSAS (WATER MAIN IMPROVEMENTS/WHEATLAND VILLAGE ADDITION).

Councilmember _____ moved that the Resolution be adopted. The motion was seconded by Councilmember _____. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the vote of the governing body as follows:

Aye: _____.

Nay: _____.

The Mayor declared the Resolution duly adopted and it was then duly numbered Resolution No. 24-__ and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

* * * * *

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Haysville, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

(Published in the *Haysville Sun Times* on January 11, 2024)

RESOLUTION NO. 24-__

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 23-07 OF THE CITY OF HAYSVILLE, KANSAS, WHICH DETERMINED THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF HAYSVILLE, KANSAS (WATER MAIN IMPROVEMENTS/WHEATLAND VILLAGE ADDITION).

WHEREAS, the governing body of the City of Haysville, Kansas (the “City”), has heretofore by Resolution No. 23-07 of the City, duly adopted on May 8, 2023 (the “Prior Resolution”), authorized, pursuant to K.S.A. 12-6a01 *et seq.*, the following described improvements:

Construction of water main improvements in Wheatland Drive to serve the area described as the Improvement District, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

Lots 1 through 71, inclusive, Block A, Lots 1 through 46, inclusive, Block B, Lots 1 through 7, inclusive, Block C, and Lots 1 through 24, inclusive, Block D, Wheatland Village Addition, an Addition to the City of Haysville, Sedgwick County, Kansas.

WHEREAS, the Prior Resolution was recorded with the Register of Deeds of Sedgwick County, Kansas, and appears at Doc#/Flm-Pg: 30238634; and

WHEREAS, the City has received a revised petition proposing a modification of the Improvement District; and

WHEREAS, the governing body of the City hereby finds and determines that said revised petition is sufficient and that it is necessary to make such modifications; and

WHEREAS, in order to make such modifications, the governing body of the City hereby finds and determines it necessary to amend and supplement *Section 1* of the Prior Resolution, as hereinafter set forth.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HAYSVILLE, KANSAS, AS FOLLOWS:

Section 1. Amendments. *Section 1* of the Prior Resolution is hereby amended to read as follows:

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements (the “Improvements”):

Construction of water main improvements in Wheatland Drive to serve the area described as the Improvement District, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the Improvements is: \$288,000, to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of the Prior Resolution.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Lots 1 through 61, inclusive, Block A, Lots 1 through 42, inclusive, Block B, Lots 1 through 5, inclusive, Block C, Lots 1 through 24, inclusive, Block D, and Lots 1 through 10, inclusive, Block E, Wheatland Village Addition, an Addition to the City of Haysville, Sedgwick County, Kansas.

(d) The method of assessment is: equally per lot (142 lots).

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Section 2. Repealer; Ratification. *Section 1* of the Prior Resolution is hereby repealed and the rest and remainder thereof is hereby ratified and confirmed.

Section 3. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

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ADOPTED by the governing body of the City on January 8, 2024.

(SEAL)

By: _____
Name: Russ Kessler
Title: Mayor

ATTEST:

By: _____
Name: Angela Millspaugh
Title: Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on January 8, 2024, as the same appears of record in my office.

DATED: January 8, 2024.

By: _____
Name: Angela Millspaugh
Title: Clerk

WATER MAIN PETITION
WHEATLAND VILLAGE ADDITION

To: The Governing Body
City of Haysville, Kansas

1. We, the undersigned owners of all the below designated Lots described as follows:

WHEATLAND VILLAGE ADDITION

Lots 1 through 61, Block A

Lots 1 through 42, Block B

Lots 1 through 5, Block C

Lots 1 through 24, Block D

Lots 1 through 10, Block E

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended as follows:

- (a) That there be constructed a water main in Wheatland Drive to serve the area described above (the "Benefit District") according to City of Haysville plans and specifications to be furnished by the City Engineer.
- (b) That the estimated and probable cost of the Project is two hundred eighty-eight thousand (\$288,000) with 100% payable by the Benefit District and 0% payable by the City-at-large. Said estimated cost as above set forth and may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Project, and also may be increased at the rate of 1 percent per month from and after December 11, 2022.
- (c) That the Benefit District be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the Project.

If the Project is abandoned, altered and/or constructed privately in part or whole, such that it precludes building said Project under the authority of this petition, any costs that the City incurs shall be assessed to the property described above, in accordance with the terms of the petition. In addition, if the Project is abandoned at any state during the design, and/or construction of the Project, then such costs associated with the redesign, repair, or reconstruction of said Project shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the Project for which the Benefit District shall be liable shall be on an equal share per lot. In the event all or part of the lots or parcels in the Benefit District are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where ownership of a single lot or parcel is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. The petitioner acknowledges that the Benefit District does not include all the properties that may be deemed to benefit from the Project and waive any objection to and hereby consents to the levy of assessments on the property in the Benefit District as provided by this petition.

3. It is requested that the Project hereby petitioned be authorized and ordered without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.

4. That names may not be withdrawn from this petition by the signer of this petition after the governing body of the City of Haysville commences consideration of the petition or later than seven (7) days after filing, whichever occurs first. The undersigned acknowledges that this petition shall not expire and shall remain valid and binding upon the undersigned and its successors-in-interest unless released by the City of Haysville.

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by the owners of record (whether resident or not) of all of the area liable for assessment under the proposal. The governing body of the City of Haysville is requested to proceed in the manner provided by statute to the end that the Project may be expeditiously completed and placed in use if and when such Project is necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>WHEATLAND VILLAGE ADDITION</u> <u>BLOCK A</u> Lots 1 through 61 <u>BLOCK B</u> Lots 1 through 42 and <u>BLOCK C</u> Lots 1 through 5 and <u>BLOCK D</u> Lots 1 through 24 and <u>BLOCK E</u> Lots 1 through 10	SKY VIEW AT BLOCK 49, LLC By: _____ Eric Gilbert, Managing Partner	





Sedgwick County Fire District 1

7750 N. Wyandotte Way, Park City, KS 67147

Phone: 316-660-3473 Fax: 316-660-3474

Haysville City Council Report

Filter: Incident.Address/Property Fields City is equal to Haysville

AND Incident.Incident Type Main Incident Type does not contain Unknown

AND Incident.Basic Details Incident Date within last 30 days

Secondary Incident Type/Main Incident Type	False Alarm & False Call	Fire	Good Intent Call	Hazardous Condition (No Fire)	Rescue & Emergency Medical Service Incident	Service Call	Total
System or detector malfunction	2						2
Unintentional system/detector operation (no fire)	2						2
Natural vegetation fire		2					2
Outside rubbish fire		2					2
Steam, other gas mistaken for smoke			1				1
Controlled burning			2				2
Dispatched and canceled en route			4				4
Wrong location, no emergency found			4				4
Combustible/fl spills & leaks				1			1
Electrical wiring/equipment problem				5			5
Medical assist					24		24
Emergency medical service (EMS) incident					42		42
Public service assistance						12	12
Total	4	4	11	6	66	12	103



Economic Development Report

4th Quarter / Yearly Report
October – December, 2023

City of Haysville



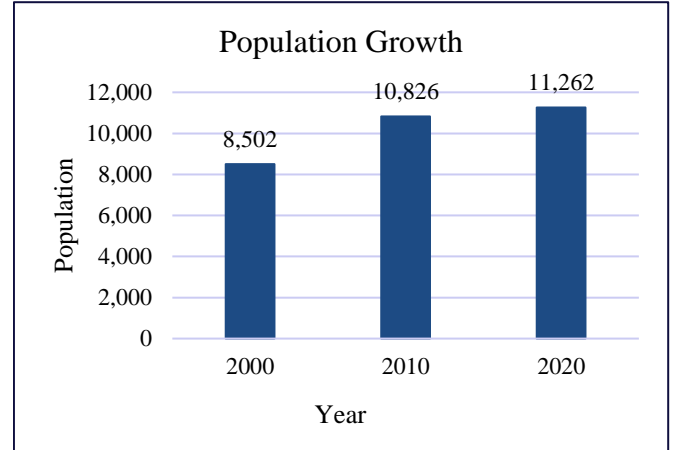
To: The Honorable Mayor, Russ Kessler & Haysville City Councilmembers
From: Danielle Gabor, Economic Development Director
Date: January 8, 2024



Population and Growth

Population (per U.S. Census Bureau)

Year	Population
2000	8,502
2010	10,826
2020	11,262



Households (per U.S. Census Bureau)

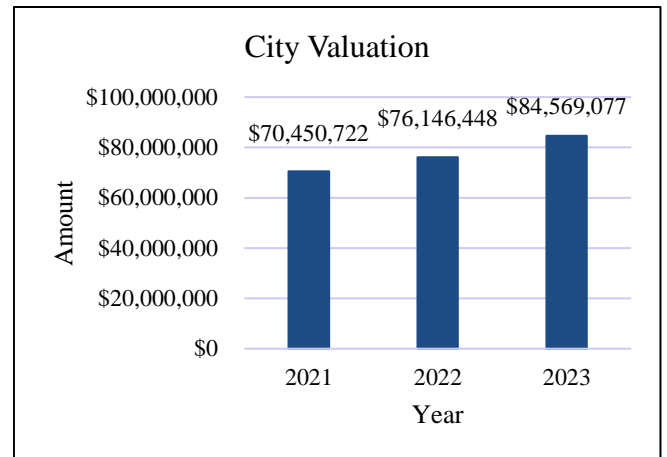
4,256 in 2020

Valuations and Levies

City Valuation

Year	Amount
2020	\$66,652,085
2021	\$70,450,722
2022	\$76,146,448
2023	\$84,569,077

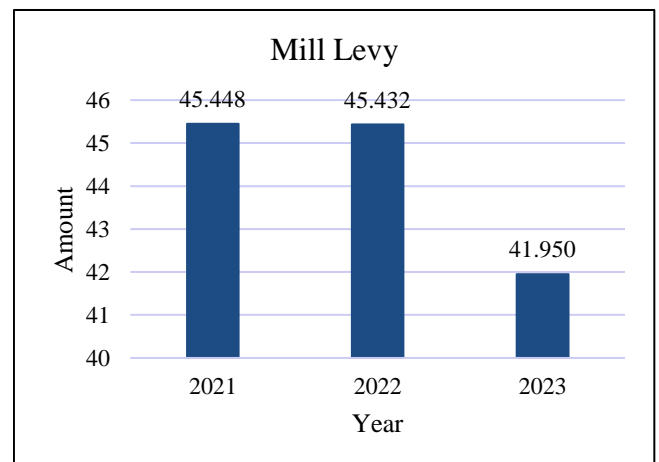
The 2023 Valuation funds the 2024 budget



Mill Levy

Year	Amount
2020	47.570
2021	45.448
2022	45.432
2023	41.950

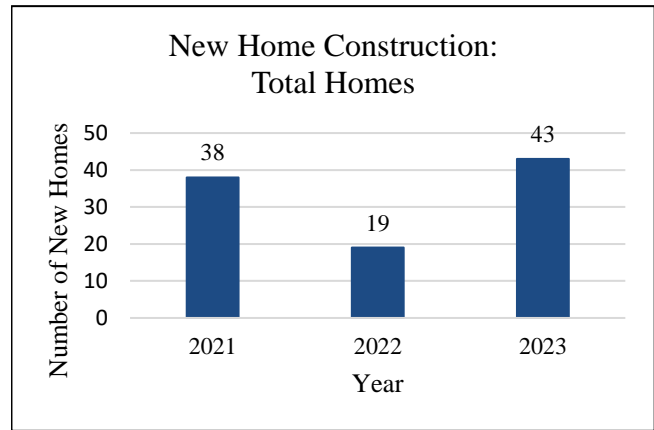
The 2023 Mill Levy funds the 2024 budget



New Home Construction

Total Homes

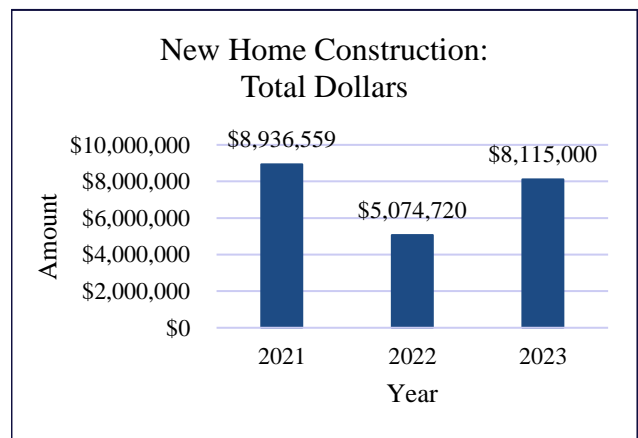
Year	Quantity
2021	38
2022	19
2023	43



2023	Quantity
1 st Quarter	3
2 nd Quarter	1
3 rd Quarter	36
4 th Quarter	4

Total Dollars

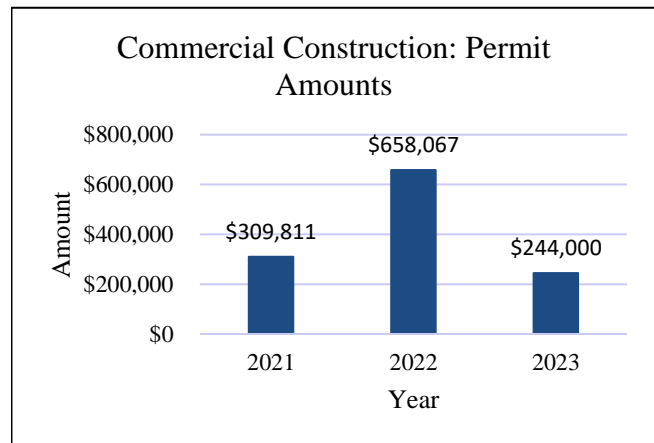
Year	Amount
2021	\$8,936,559
2022	\$5,074,720
2023	\$8,115,000



2023	Amount
1 st Quarter	\$725,000
2 nd Quarter	\$300,000
3 rd Quarter	\$6,300,000
4 th Quarter	\$790,000

Commercial Construction Permit Amounts

Year	Amount
2021	\$309,811
2022	\$658,067
2023	\$244,000

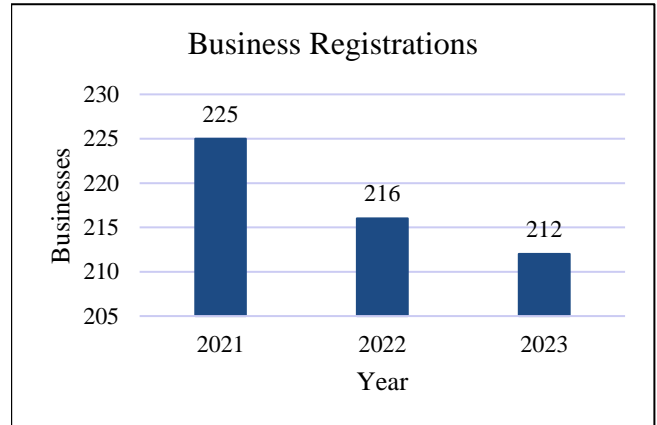


2023	Amount
1 st Quarter	\$244,000
2 nd Quarter	\$0
3 rd Quarter	\$0
4 th Quarter	\$0

Business Registrations

Businesses

Year	Quantity
2021	225
2022	216
2023	212

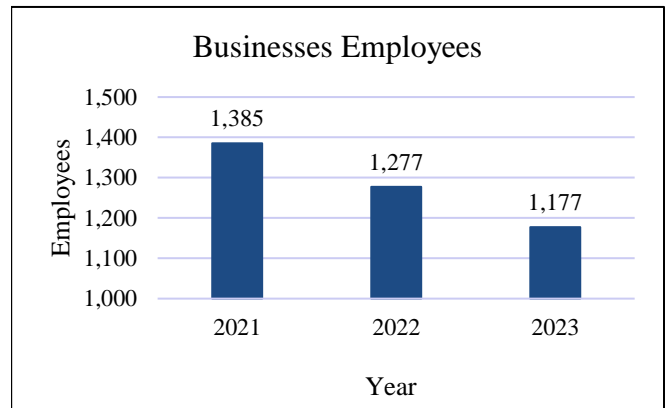


2023	Quantity
1 st Quarter	216
2 nd Quarter	212
3 rd Quarter	212
4 th Quarter	212

Currently: 2 Pending License and
1 Mobile Food Vendor (not calculated)

Employees

Year	Quantity
2021	1,385
2022	1,277
2023	1,177



2023	Quantity
1 st Quarter	1,178
2 nd Quarter	1,177
3 rd Quarter	1,177
4 th Quarter	1,177

Employees based on businesses self-identified quantity. If given a range, the median is calculated.

New Businesses

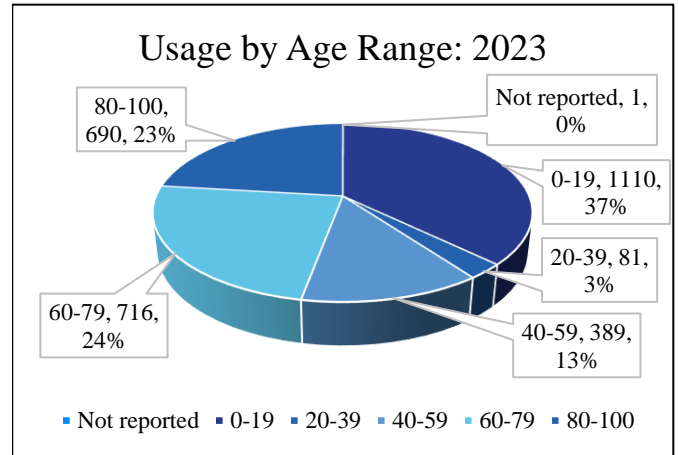
2023	Quantity
1 st Quarter	5
2 nd Quarter	6
3 rd Quarter	5
4 th Quarter	3

Currently: 2 Pending Licenses and
1 Mobile Food Vendor (not calculated)

Haysville Hustle

Ridership by Age Range

Age	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Not reported	0	0	0	1
0-19	403	323	136	248
20-39	4	21	23	33
40-59	109	128	94	58
60-79	158	195	197	166
80-100	154	183	189	165
Total	828	850	639	670



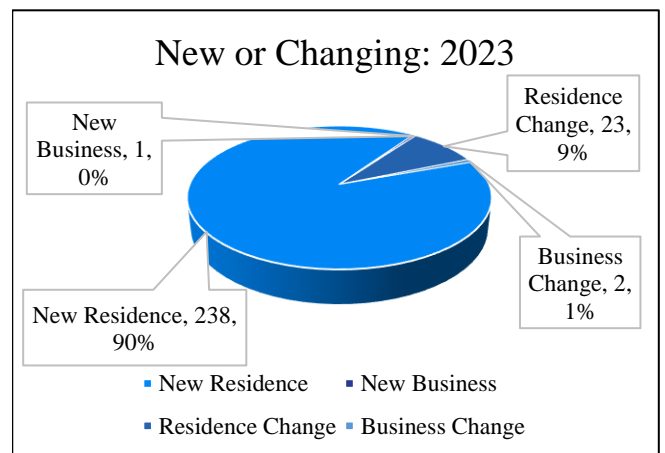
Comparison by Quarters

4 th Quarter	2022	2023
Ridership	706	670
Miles Traveled	1,147.00	3,659.60
New Riders	15	14

New Water Account Survey

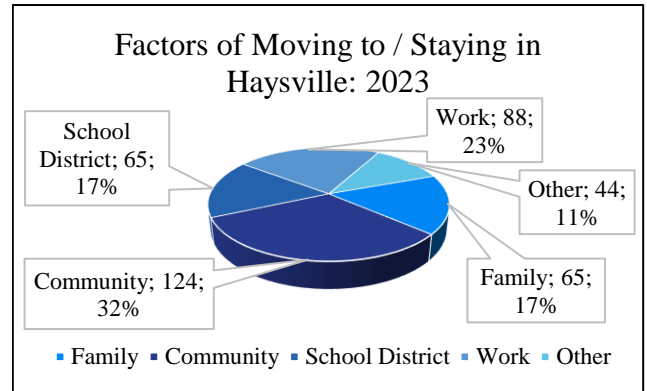
Question 1: Are you new to Haysville or moving services?

Answer	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
New Residence	54	116	45	23
New Business	0	0	0	1
Residence Change	7	13	2	1
Business Change	1	1	0	0



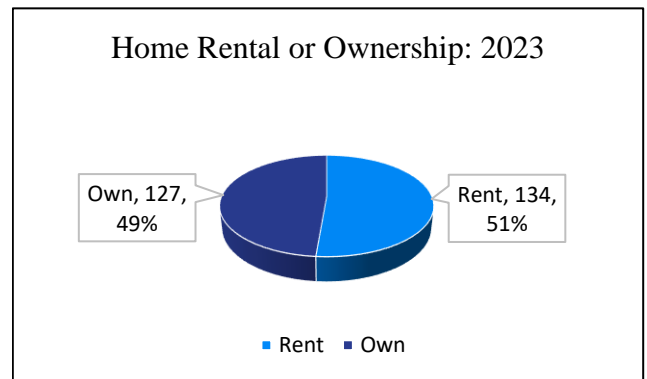
Question 2: What factors contributed to your decision to move to/stay in Haysville?

Answer	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Family	14	34	9	8
Community	32	65	23	4
School District	18	34	11	2
Work	22	42	16	8
Other	8	21	9	6



Question 3: Do you rent or own your home?

Answer	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Rent	30	64	27	13
Own	32	64	19	12



Social Activities and Special/Community Events

Events: 3rd Quarter

- October:
 - Halloween Yard Decorating Contest: October 1-27
 - Fall Festival: October 20-22
 - Drug Take Back: October 28
 - Trick-or-Treat on Main Street
- November
 - Advanced Voting for General Elections: November 2-3
 - Living History Rendezvous: November 3-4
 - Public Works Recycling Center: November 4
 - General Election: November 7
 - Veterans Day/Ceremony: November 11
 - SCAC: November 18
 - Christmas Yard Decorating Contest: November 26 - December 14
- December:
 - Village Christmas: December 2



Upcoming Events: 1st Quarter

- January:
 - SCAC: January 13
 - Law Enforcement Appreciation Day: January 9
- February:
 - Senior Center Community Chili Cook-off and Craft Fair: February 17
- March:
 - SCAC: March 9

**Marketing Campaigns, Promotions, and Other Projects**

- City and Hello Haysville webpages were updated in 2022 and continue to be updated on a regular basis.
- Continued exploration of advertising avenues.
- Continued marketing on Main and Grand electronic signs.
- Continued strategic marketing of events/organizations with social media via Facebook, YouTube (marketed in-house as of March 23, 2022), Instagram, Twitter, and the City and Hello Haysville webpages.
- Marketing on Travel.com for businesses and events, including establishing a Haysville travel page in 2023.
- Continued commercial and land property website listings on LoopNet/Co-Star, LOIS/Location One (aligns specifically with Kansas Chamber of Commerce information requests and grant opportunities).
 - Available Real Estate is updated (for sale and lease) on LOIS, and links to the land and buildings are now on the City Website under Business Development.
- In May 2022, we began working with PBS/KPTS.
 - This furthers video production of our community.
 - Increase marketing of local community events.
 - They are currently working on a documentary that will air at their March 2024 Pledge Drive: Kansas From Above: Cities and Towns.
- Kansas Quarterly Magazine: Starting in 2023, advertising for Party in the 060 and Fall Festival.
- Continue to research grants and incentives that may benefit the City.
- Continue to promote residential land with developers.
- Continue to work with businesses on new business development and business retention.
- Continue to promote and contact potential businesses regarding the three restaurant incentives established/updated in 2023: steak house/family dining, fast food/quick service, and coffee shop.
 - The incentives have been publicized by several news sources in the fourth quarter including The Wichita Eagle article in the Dining with Denise column (October 2), KSN News Report (October 9), KAKE News Report (November 14), and KSN News Report (December 19).

Digital Report

YouTube

1st Quarter Advertisements: Chili Cook-off & Craft Fair and the Haysville Home Show Booth

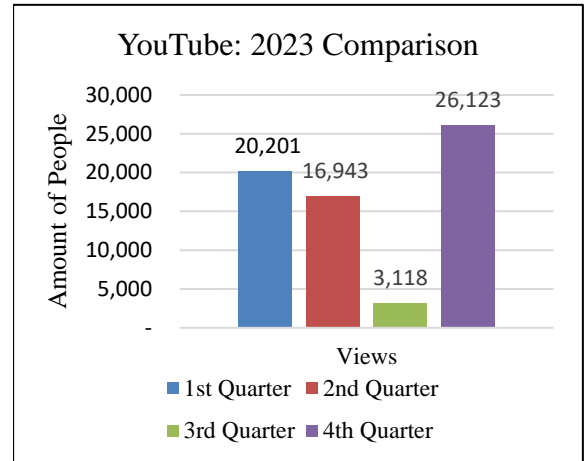
2nd Quarter Advertisements: Party in the 060, Rodeo, Hometown Market, and Fourth of July

3rd Quarter Advertisements: Fourth of July, National Night Out, Gathering at the Gazebo and Art Walk, and Fall Festival

4th Quarter Advertisements: Fall Festival, Trick-or-Treat on Main Street, and Village Christmas

Key Metrics	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Impressions	32,900	226,240	219,800	49,390
Views	22,201	16,943	3,118	26,123
View Rate	61.4%	30.49%	1.42%	52.89%

Key Metrics	2023 Totals
Impressions	528,330
Views	66,385
View Rate	12.57%



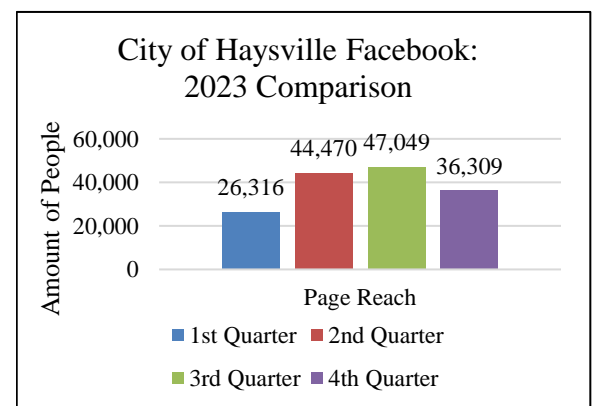
Device Views	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Phones	17.50%	27.33%	46.70%	27.31%
Tablets	5.75%	13.71%	24.87%	12.19%
Computers	3.60%	1.45%	0.57%	2.99%
TV Screens	73.15%	57.51%	27.87%	57.52%

Facebook

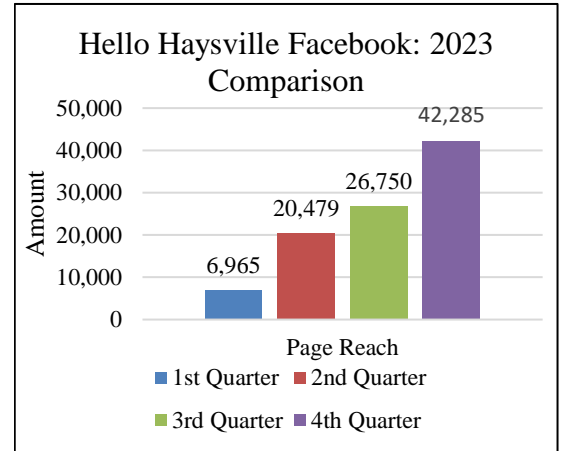
Page reach contains data for the indicated quarter only

Followers and gender identification show lifetime data at the end of the labeled quarter

City of Haysville	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Page Reach	26,316	44,470	47,049	36,309
Followers	4,608	4,709	4,806	4,876
Women	76.60%	76.40%	76.50%	76.50%
Men	23.40%	23.60%	23.50%	23.50%



Hello Haysville	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Page Reach	6,965	20,479	26,750	42,285
Followers	1,656	1,748	1,933	2,137
Women	79.10%	79.20%	78.80%	79.30%
Men	20.90%	20.80%	21.20%	20.70%

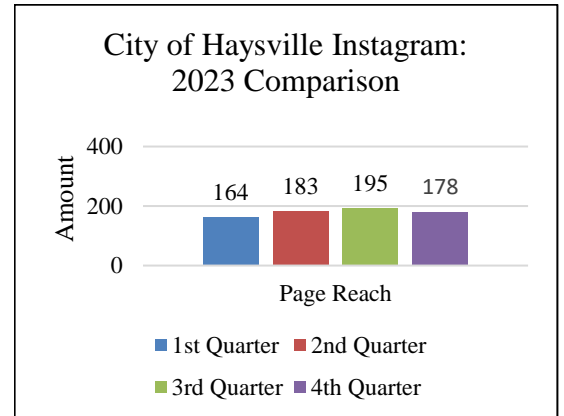


Instagram

Page reach contains data for the indicated quarter only

Followers and gender identification show lifetime data at the end of the labeled quarter

City of Haysville	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Page Reach	164	183	195	178
Followers	258	269	279	283
Women	76.80%	76.30%	75.20%	75.70%
Men	23.20%	23.70%	24.80%	24.30%

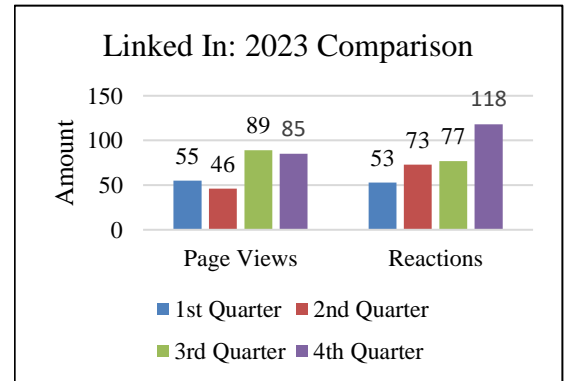


LinkedIn

Page views contain data for the indicated quarter only

Followers show lifetime data at the end of the labeled quarter

City of Haysville	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Page Views	55	46	89	85
Reactions	53	73	77	118
Followers	119	133	138	152

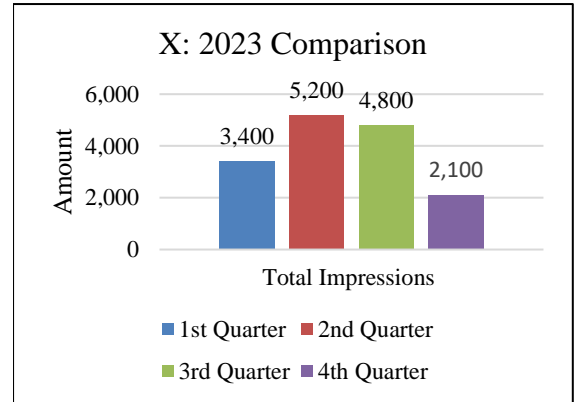


Metrics	2023 Totals
Page Views	275
Reactions	321

X, Formally Twitter

Total Impressions, Impressions Per Day, and Link Clicks contain data for the indicated quarter only
 Followers show lifetime data at the end of the labeled quarter

City of Haysville	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Followers	695	694	4,800	692
Total Impressions	3,400	5,200	52	2,100
Impressions Per Day	38	57	35	23
Link Clicks	17	18	690	22



Weekly Newsletter – Email Mailing List

The Newsletter data range is May 22, 2023 – December 31, 2023. The Mail Chimp Mailing list began May 22, 2023.
 Followers show lifetime data at the end of the labeled quarter

Email Newsletter	2023
Newsletters sent	39
Total Mailing List Recipients	234
Average Weekly Open Rate	57.48%

2021-2023 City-Wide Grants

- Awarded: KDOT Cost Share Program
 - Agency: Kansas Department of Transportation
 - Year: 2023
 - Project: South Broadway Pedestrian Pathway Project (1.35-mile long, eight-foot-wide pathway on the west side of the street from the south side of the M.S. Mitch Mitchel Floodway Bridge to East Berlin Ave.)
 - Amount: 30% local match. Maximum State Award of \$890,596.
- Submitted for 2024: Safe Routes to School Planning Assistance
 - Agency: Wichita Area Metropolitan Planning Organization (WAMPO)
 - Year: 2023
 - Project: Funding to assist jurisdictions in developing safe routes to schools. (SRTS) It plans to identify SRTS routes and improvements necessary on those routes. Submitted in partnership with USD 260 and Sedgwick County.
 - Amount: 80% Federal Funding and 20% Local Match. The match is likely less than \$15,000.

- Not awarded: KDOT Grant
 - Agency: Kansas Department of Transportation
 - Year: 2023 (Public Works applied again in the Fall and received the grant – listed above)
 - Project: South Broadway Pedestrian Pathway Project (South side of the Floodway to Berlin Ave.)
 - Amount: \$1,000,000
- Awarded: Section 5310 Grant
 - Agency: Federal Grant Distributed by Wichita Transit for Enhanced Mobility of Seniors and Individuals with Disabilities
 - Year: 2023
 - Project: Haysville Hustle
 - Amount: \$53,000 for July 1, 2023 – June 30, 2025. Two-year grant. First received in fiscal year 2019 for a two-year grant cycle. This is a 50/50 matching grant.
- Not awarded: SPARK Building a Stronger Economy (BASE) Grant Round 2
 - Agency: Kansas Department of Commerce
 - Year: 2023
 - Project: The City's agreed portion of the infrastructure for the assisted living and memory care facility
 - Amount: \$613,068.50
- Awarded Community Development Block Grants (CDBG)
 - Agency: Kansas Department of Commerce
 - Year: 2022
 - Project: Facility Improvements in Sunset Fields for paving and drainage
 - Amount: \$342,000
- Awarded: Sustainability Grant
 - Agency: Department of Children and Families (DCF)
 - Year: 2022
 - Project: Haysville Activity Center Latchkey Program
 - Amount: Received the first grant award in February 2022 in the amount of \$150,000. The second award is \$63,000 per month, which was received through the end of 2022.
- Not Awarded: KDOT Grant
 - Agency: Kansas Department of Transportation
 - Year: 2022
 - Project: South Broadway Pedestrian Pathway Project (South side of the Floodway to Berlin Ave.)
 - Amount: \$1,000,000

- Not Awarded: SPARK Building a Stronger Economy (BASE) Grant Round 1
 - Agency: Kansas Department of Commerce
 - Year: 2022
 - Project: The City's agreed portion of the infrastructure for the assisted living and memory care facility
 - Amount: \$832,415.63
- Awarded: ARPA Federal Grant
 - Agency: Federal Grant
 - Year: 2021 and 2022 (Award divided between two years)
 - Project: Corrosion Control Facility Design and Construction, Hungerford Waterline Design and Construction/Replacement, Wire Water Line Replacement, and a Portion of the AMI Water Meter System
 - Amount: Awarded \$1,730,282.56
- Awarded: Community Development Block Grants (CDBG)
 - Agency: Kansas Department of Commerce
 - Year: May 2021
 - Project: Covid-19 funds. Most were grants to local businesses from \$5,000 - \$8,750
 - Amount: \$132,000 (\$6,000 – Administration Costs)
- Awarded: Surface Transportation (ST) Grant
 - Agency: KDOT/WAMPO
 - Year: 2021
 - Project: North Main Street Reconstruction
 - Amount: Construction bid amount: \$1,336,496 - This grant was an 80/20 split (the City of Haysville paid 20%)

Economic Development Assessment Progress (2016 Recommendations)

- The Aviation Industry – Complete
 - BOE NDT is based in Haysville
- Economic Development Website - Complete
 - Creation of HelloHaysville.com
 - Continuing strategic marketing for HelloHaysville.com
 - Updating of City Website and HelloHaysville.com
- Recruitment of Retail Establishments - Ongoing
- A Spring Festival – established with Party in the 060
- Pursuit of an Assisted Living Center - Ongoing
 - Homestead Assisted Living & Memory Care Facility groundbreaking has been pushed back to Spring 2024

- Establishment of a BNI Chapter
- A Highly Visible Economic Development Office - Complete
 - Moved the office to the Vickers Station on June 23, 2020
- Consideration for a Canine Park - Complete
 - The Haysville Dog Park at Dorner Park opened on October 31, 2019
- Recruitment of Manufacturing Facilities - Ongoing
 - Working with Lange RE and the Greater Wichita Partnership to market the industrial park
 - Actively pursuing and submitting information as opportunities arise
- Perception Change - Ongoing
 - Always working this with a “be the change” approach
 - Strategically attending fairs and actively marketing our community events
 - Connecting and networking with organizations in the greater Wichita area
 - City staff and Mayor are members of organizations in Sedgwick County and the Greater Wichita area, including WAMPO, WABA, SCAC, and REAP
- Placement of Articles in National Publications - Completed
 - Vickers Petroleum service station was added to the Register of Kansas Historic Places
 - Increasing marketing of Haysville and businesses on Travel.com
- Professional Occupations
- A Public-Private Partnership for Economic Development
- A Community College Presence - Established
 - WSU Haysville, located at 106 Stewart Ave., opened on July 1, 2018
- Equestrian Branding - Ongoing
 - We sponsor the Haysville Saddle Club Rodeo
- An Annual Allies Day
- Engaging Millennials - Ongoing
 - Continue programming quality-of-life projects/events
 - First wave of Millennials are leaving the urban cores to raise their families, and their main focus is quality of life and place
- Senior Citizen Transportation - Established
 - Haysville Hustle Paratransit Service began operations on November 2, 2020
- "Tri-Cities" Marketing Alliance - Ongoing
 - Improving relations/coordination
 - Haysville is now a member of REAP, which includes surrounding cities
 - Haysville Mayor, Council, and Staff attend bi-monthly Sedgwick County Association of Cities (SCAC) meetings

- Promotion of Entrepreneurship
 - This would be an ideal venture for the Haysville Chamber of Commerce
 - General promotion is ongoing on social media
- A Canadian Alliance
- Social Media Advertising - Ongoing
 - Continued strategic marketing of events/organizations on social media via Facebook, YouTube, Instagram, Twitter, PBS, Travel.com, the City webpage, and the Hello Haysville webpage
- Attraction of Retirees - Ongoing
 - Assisted living and memory care facility begins construction in Spring 2024
 - We currently have an active Haysville Senior Center and the Haysville Hustle
- I-35 Advertising – Ongoing as opportunities arise
 - Currently, two businesses are listed: Sleep Inn and Haysville Express Inn
- Regional Headquarters Recruitment - Ongoing
 - Completion of requests for information continues, especially for Blood properties and Lange RE representation to gain traction in the industrial park. Their involvement/property is vital to attract site selectors. This continues to be a goal.
- Land Options - Ongoing
 - Continue to pursue property while giving the private sector priority
- The Greater Wichita Partnership (GWP) - Ongoing
 - We have a great relationship with the Partnership and continue to expand those relationships
 - The Economic Development Director attends GWP's quarterly Economic Development Meetings and reports on the City of Haysville



HAYSVILLE PARK BOARD ANNUAL REPORT - 2023

Listed below are Park Board's 2023 accomplishments. When looking at projects for the upcoming year, the goals from the Master Plan are taken into consideration first, but often there are other improvements and repairs come up that are not listed on the Master Plan.

RIGGS PARK

- 1 Memorial tree was planted
- Replace sinks, toilets and faucets due to vandalism

FRED A. COHLMIA/DEWEY GUNZELMAN MEMORIAL PARK

- Added concrete pads and Cornhole boards

PLAGENS CARPENTER PARK & SPORTS COMPLEX

- Installed new playground equipment and wood fiber for playground
- Updated WIFI
- Seeding
- Purchased new swings

WHISLER PARK

KIRBY PARK

OLD OAK PARK

- Chemical pond treatment

ORCHARD ACRES PARK

NORTH TIMBERLANE POND

- Chemical pond treatment

PRIDE PARK

CHRIS ELSER MEMORIAL SKATE PARK

L. W. ROBERTS PARK

PEAR TREE PARK

W. W. HAYS VILLAGE HISTORIC PARK

- 1 Memorial tree planted
- All trees were mulched and sprayed

RESERVES A & B

COUNTRY LAKES PARK

- Purchased and installed playground equipment
- Installed two canopies and picnic tables
- Irrigation and Seeding

RANDAL L. DORNER PARK

- Chemical pond treatment
- Trees were planted by John Trout Shelter
- Replaced sinks, toilets, and faucets due to vandalism
- Over Seeded.

2024 BOARD PROJECTS

- Install new swings at Plagens-Carpenter Park
- Purchase and install new playground equipment at the south playground of Riggs Park
- Look into purchasing ADA playground equipment

2023 PROGRAMS IN PARKS

SPRING 2023

- Easter Egg Hunt - Dorner Park
- Spring Soccer Practices - Kirby Park/Haysville Middle School/Dorner Park
- Shamrock Shuffle - HAC/Cohlmia Memorial Park/Riggs Park/Hike & Bike Trails
- Party in the 060 - Riggs Park
- Spring Youth Soccer Leagues - Dorner Park Soccer Fields
- Youth Baseball/Softball Leagues, Tournaments & Camps - Plagens Carpenter Sports Complex
- Arbor Day Tree Planting - Dorner Park

SUMMER 2023

- July 4th Celebration - Riggs Park/Dewey Gunzelman Memorial Pool
- Summer Elements - Dewey Gunzelman Pool/Cohlmia Memorial Park/Riggs & Kirby Park
- Hometown Market - W. W. Hays Village Historic Park
- Ballet in the Park - Riggs Park
- Metropolitan Ballet - Riggs Park
- Family Movie Nights - Dewey Gunzelman Memorial Pool
- Kids to Parks Day - Riggs Park
- National Night Out - Dewey Gunzelman Memorial Pool/Fred A. Cohlmia Memorial Park
- Family Campout - Dewey Gunzelman Memorial Pool/Fred A. Cohlmia Memorial Park
- Wichita Children's Theatre - Haysville Activity Center

FALL 2023

- When Pigs Fly 5K - Dorner Park
- Gobble Wobble 5K - HAC, Fred Cohlmia and Bike Trails
- Halloween Spooktacular - Moved to the HAC due to weather

- Trick or Treat on Main Street - Pride Park
- Youth Soccer Leagues, Tournaments & Camps - Dorner Park Soccer Fields
- Spring/Fall Soccer Practices - Kirby Park/Plagens Carpenter Sports Complex
- Fall Festival - Riggs Park
- Gathering at the Gazebo - W. W. Hays Village Historic Park
- Living History Rendezvous along with Buffalo Soldiers - Riggs Park
- Fall Youth Soccer Leagues - Kirby Park/Plagens-Carpenter
- Village Christmas - Pride Park/W. W. Hays Village Historic Park
- Night with Santa - W. W. Hays Village Historic Park

4) Initiatives are being taken to enhance the image of the community by continuing to offer family activities in the parks, replacing rotted trees, planting new trees, and updating or adding playground equipment as deemed necessary.

5) Recommendations for the Tree Planting (Parks reviewed annually for trees that need to be replaced or added).

6) Arbor Day - Planned for the first week of May 2023, at 5:15 pm. Location TBA.



HAYSVILLE RECREATION DEPARTMENT REPORT - 2023

MONTHLY ADMITTANCE NUMBERS

	2020	2021	2022	2023
January	4952	4114	3723	5270
February	4793	3695	3822	4737
March	2384	3718	4261	5079
April	0	3083	3420	4189
May	946	2971	3560	4248
June	3209	3242	3742	4310
July	2800	3126	3699	4094
August	2569	3265	4038	4672
September	2343	2616	3157	3830
October	2464	2502	3352	4098
November	2529	2861	3621	3895
December	2889	2920	3847	4031
Average	2657	3176	3687	4371

MEMBERSHIP NUMBERS BY MONTH

January	760	722	685	745
February	803	747	714	750
March	824	660	724	725
April	816	658	726	690
May	830	700	715	685
June	815	637	730	690
July	790	639	705	675
August	726	668	695	670
September	685	640	650	680
October	683	613	645	665
November	650	629	650	670
December	647	632	635	685
Average	752	662	690	694

MEMBERSHIP REVENUE BY MONTH

January	\$26,621	\$16,368	\$26,985	\$26,304
February	\$13,261	\$13,002	\$11,177	\$11,903
March	\$6,766	\$13,508	\$10,677	\$10,229
April	\$924	\$7,582	\$9,040	\$4,629
May	\$3,074	\$5,425	\$5,877	\$7,790
June	\$6,328	\$8,959	\$6,867	\$8,470
July	\$3,455	\$5,272	\$6,602	\$5,832
August	\$4,168	\$4,613	\$7,534	\$8,027
September	\$5,815	\$5,321	\$5,963	\$8,628
October	\$6,529	\$6,982	\$7,489	\$6,852
November	\$4,042	\$7,296	\$3,563	\$6,050
December	\$8,200	\$7,108	\$6,701	\$6,892
Total	\$89,184	\$101,436	\$108,474	\$111,606

DAILY PASS REVENUE

	2020	2021	2022	2023
January	\$2,516	\$3,331	\$3,286	\$2,878
February	\$2,325	\$2,306	\$2,910	\$2,407
March	\$1,279	\$2,397	\$3,916	\$3,277
April	\$0	\$2,507	\$2,178	\$1,453
May	\$0	\$2,547	\$2,295	\$2,278
June	\$1,201	\$2,983	\$2,116	\$1,817
July	\$1,204	\$2,883	\$1,735	\$1,830
August	\$1,629	\$2,236	\$2,740	\$1,879
September	\$1,470	\$1,934	\$2,055	\$1,097
October	\$1,925	\$1,974	\$1,843	\$1,684
November	\$2,692	\$2,817	\$1,710	\$2,060
December	\$2,428	\$2,999	\$2,402	\$2,403
Total	\$18,669	\$30,914	\$29,187	\$25,063

MONTHLY USAGE FOR WELLBEATS

January	93	85	65	66
February	110	60	50	45
March	45	55	55	50
April	110	65	35	30
May	140	45	45	30
June	80	35	55	30
July	75	55	65	25
August	100	65	66	25
September	75	65	65	30
October	65	55	55	0
November	75	70	60	0
December	55	65	65	0
Average	85	60	57	28

PROGRAMS

	2020	2021	2022	2023
<u>FITNESS</u>				
Personal Training # of Sessions	35	94	85	85
Bootcamp 500/New Yr. Challenge	89	59	70	71
Bootcamp - Spring Slimdown	83	56	55	50
Bootcamp - Summer Burn	66	58	55	25
Bootcamp - Summer Sweatathon	20	45	50	20
Bootcamp - Fall into Fitness	53	45	45	25
Bootcamp - MonsterMash	25	36	40	35
Bootcamp - Holiday Hustle	47	35	40	25
7 Day Challenge	0	10	10	10
Yoga	18	18	18	12
Yoga Spring	0	18	19	15
Yoga Summer	0	18	15	15
Yoga Fall	0	15	15	12
Yoga Winter	10	18	15	12
Senior Steps Class	135	140	130	135

CHEER & GYMNASTICS

	2020	2021	2022	2023
Gymnastics: Session 1	24	30	30	31
Cheerleading: Session 1	19	22	21	20
Gymnastics: Session 2	25	25	30	30
Cheerleading: Session 2	25	22	22	20
Gymnastics: Session 3	20	30	30	30
Cheerleading: Session 3	15	18	20	20
Cheerleading: Session 4	14	17	18	20
Fun and Fit Tumbling	10	10	12	10
Tumbling - Whitney May/June	NO	30	20	20
Tippy Toes Dance		14	15	10

TINY TOT SPORTS

Tiny Tot Blastball (Spring)	24	24	24	20
Tiny Tot Soccer (Fall)	20	19	20	25
Tiny Tot Basketball: Jan	17	17	30	17
Tiny Tot Basketball: Dec	25	30	25	31
Preschool Gym Time	15	25	20	15
Tiny Tot Ninja	NO	NO	NO	30
Adventure Club	57	240	240	200

YOUTH SPORTS

Youth Spring Soccer	320	275	325	402
Youth Fall Soccer	190	240	305	325
Youth Basketball	165	211	230	200
Youth Baseball/Softball	325	300	375	290
Girls Youth Volleyball	46	51	47	48
Basketball Camp (Summer)	NO	30	35	45
Soccer Camp (Summer)	NO	62	65	60
Overnight Basketball Camp	NO	24	25	25
Tae Kwon Do	205	400	400	400

ADULT SPORTS

	15 Avg.	16 Avg.	18 Avg.	25 Avg.
Pickle Ball (Weekly)				
PickleBall (Feb Tourney)	32	40	40	40
PickleBall (May Tourney)	0	0	14	20
Pickleball (August Tourney)	32	20	40	40
Pickleball (November Tourney,)	0	10	0	32
Cornhole Tourney	0	0	24	20

SCHOOL AGE PROGRAMS

SOS Days (16-18 Days Offered)	1100 (75 Avg.)	1175 (65 Avg.)	1350 (75 Avg.)	1350 (75 Avg.)
Summer Elements	840 (70 Avg.)	1350 (95 Avg.)	1440 (105 Avg.)	1440 (105 Avg.)
Spring Break Camp	NO	75 (65 Avg.)	90 (75 Avg.)	90 (75 Avg.)
Latchkey (Enrolled #'s am/pm)	200/190	233/240	250/260	300/310

DATE & GAME NIGHTS

Daddy Daughter Date Night	558	300	400	400
Mother/Son Date Night	110	40	85	131
Milkshakes w/ Mom	NO	NO	NO	75
Family/Mom/Daughter Camp Out	NO	0	0	25
Nerf War	NO	28	85	87

SPECIAL EVENTS

	2020	2021	2022	2023
Gobble Wobble 5K	117	113	110	80
Shamrock Shuffle	NO	110	105	90
060 5K Run/W when pigs fly	NO	40	80	65
060 Pickleball/Cornhole	NO	20	16	10
060 Event/Concert	NO	1000	1000	1200
4th VB Tourney	7 Teams	5 Teams	NA	NA
MS Madness	0	90	225	250
Parent Night Out: December	NO	10	15	16
Parent Night Out: February	NO	23	25	35
Parent Night Out: April	NO	17	20	19
Paint the Night November	NO	12	0	10
Paint the Night December	NO	26	20	21

FREE PROGRAMS

Easter Egg Hunt	NO	250	350	350
Kids to Park Day	NO	300	300	300
July 4th Celebration (Approx.)	2000	3000	3000	3000
Dive In Movie at the Pool	NO	60 J	150	150
Movie Nights in the Park	NO	1	2	2
Concerts in the Park (Approx.)	NO	3	3	3
Gathering at the Gazebo	NO	80	25	300
Hunters Safety/Safe Drivers	25	0	0	25
Fall Fest Pumpkin Decorating	NO	400	400	400
Fall Fest Parade Entry	NO	NO	NO	85
Fall Fest Car Show Entry	NO	NO	NO	190
Fall Fest Craft Booths	NO	NO	NO	176
Fall Fest Vendors	NO	NO	NO	20
Halloween Spooktacular (Approx.)	450	1200	1600	550
Night with Santa (Approx.)	NO	450	450	500
Letters to Santa	250	75	75	75

CODE: NT: Not Tracked/ NO: Not Offered

SCHOLORSHIPS

Total given out	\$1,100	\$1,200	\$656	\$1,250
Number of scholarships given	65	51	21	55

**Child is allowed 4 per calendar year. Free or reduced lunches, can be used for youth basketball, soccer, volleyball, baseball/softball, tae kwon do and youth dance classes.*

DEWEY GUNZELMAN MEMORIAL SWIMMING POOL

<u>SEASON PASS ADMITTANCE</u>	2020	2021	2022	2023
May	NO	NO	NO	183
June	1908	2242	2243	1400
July	1715	2064	2065	927
August	922	901	902	291

<u>SEASON PASSES SOLD BY YEAR</u>	2020	2021	2022	2023
Single	38	48	49	42
2 Members	70	76	77	42
3 Members	64	67	68	72
4 Members	56	120	121	96
5 Members	50	84	85	25
Family/6 Members	78	81	82	48
Total	356	476	482	325

<u>DAILY PASS REVENUE</u>	2020	2021	2022	2023
May	\$0.00	\$2,965.00	\$2,966.00	\$3,068.00
June	\$25,474.00	\$19,934.20	\$19,935.20	\$17,233.00
July	\$17,853.00	\$11,523.00	\$11,524.00	\$14,212.00
August	\$13,416.50	\$8,954.75	\$8,955.75	\$10,584.00
September	\$0.00	\$2,160.00	\$2,161.00	\$2,130.00
	\$56,744	\$45,537	\$45,542	\$47,227

<u>TICKET REVENUE</u>	2020	2021	2022	2023
May	\$0.00	\$2,965.00	\$2,966.00	\$3,068.00
June	\$25,474.00	\$19,934.20	\$19,935.20	\$15,792.00
July	\$17,853.00	\$11,523.00	\$11,524.00	\$10,000.00
August	\$0.00	\$8,954.75	\$8,955.75	\$7,000.00
September	\$0.00	\$2,160.00	\$2,161.00	\$0.00
	\$43,327	\$45,537	\$45,542	\$35,860

<u>TICKET BOOKLET REVENUE</u>	\$1,100.00	\$1,205.00	\$1,206.00	\$220.00
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<u>SWIM LESSON REVENUE</u>	\$19,585.00	\$26,613.00	\$26,614.00	\$28,270.00
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<u>SEASON PASS REVENUE</u>	\$14,389.00	\$17,511.00	\$17,512.00	\$9,996.00
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<u>SWIM LESSONS</u>	2020	2021	2022	2023
Session 1	NO	165	166	168
Session 2	182	195	196	206
Session 3	195	180	181	195
Session 3.5	100	NO	NO	NO
Session 4	180	172	173	175
Total	657	712	716	744

<u>SWIM LESSONS - PRIVATE</u>	30	30	31	35
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Dog daze	37	40	41	35
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Haysville Senior Center Annual Report- 2023

2023 Overview

As part of the mission of the Haysville Senior Center, we thrive to provide a positive image and improve the social and physical wellness of the aging population. While the potential pitfalls of aging cannot be entirely averted, we provide many opportunities which can make our lives productive in the years to come. Setting goals each year addresses the responsibility the Senior Center has to provide a safe environment that allows seniors to remain active at their own leisure.

2023 Proposed Goals/Achieved

- Increase number of participants visiting the Haysville Senior Center.
 - Total membership increased by 38%.
- Incorporate a program to support those suffering from all forms of dementia.
 - Beginning in September 2023, we introduced an Alzheimer's and Dementia Support Group in partnership with the Alzheimer's Association.

Community Services

- Senior Center staff provides Medicare counseling year around. During the Part-D Medicare Open Enrollment Period 48 seniors were assisted.
- 67 Emergency Food boxes distributed to Haysville citizens of all ages.
- 36 Thanksgiving Holiday Food Boxes distributed to Meals on Wheels recipients.
- 34 Christmas Holiday Food Boxes distributed to Meals on Wheels recipients.
- An average of 55 families benefiting from monthly commodities distribution.
- 58 Farmers Market Vouchers distributed to low-income households.

Introduction of New Activities

- Twice Monthly Card Bingo
- Monthly Crafting Club
- Twice Monthly Let's Groove- Dance Class
- Twice Weekly Tai Chi 6-Week Program
- Annual Wellness Fair
- Monthly Alzheimer's Support Group

2023 Improvements

- New chairs and couches throughout facility.
- Trimlight outdoor lights installed.
- ARPA Grant awarded allowing numerous miscellaneous improvements.

Membership Statistics

- 2016 Members = 368
- 2017 Members = 370
- 2018 Members = 352
- 2019 Members = 364
- 2020 Members = 255
- 2021 Members = 263
- 2022 Members = 369
- 2023 Members = 512

2023 Program Statistics

- 29 Baseline (Routinely Scheduled Weekly)
- 33 Special Events (Once Yearly)
- 88 Educational

Haysville Hustle Statistics

- 2020 One Way Rides = 31
- 2021 One Way Rides = 2,192
 - Riders Age Demographic- 9 to 92
- 2022 One Way Rides = 3,316
 - Riders Age Demographic- 8 to 96
- 2023 One Way Rides = 2,993 *We transported less students this year than in 2022*
 - Riders Age Demographics- 6 to 96

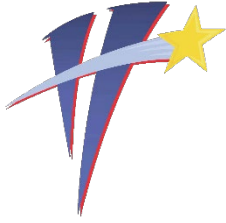




HAYSVILLE POLICE DEPARTMENT 2023

TOTAL CALLS	8710	DOGS IMPOUNDED	120
CASE NUMBERS ISSUED	3665	SUMMONS ISSUED	60
SUMMONS ISSUED	1915	RELEASED TO OWNER	84
CITY CODE	152	RELEASED TO COUNTY	33
CRIMINAL MISD	231		
TRAFFIC MISD	515		
TRAFFIC INF	891		
VOIDED	04		
WARNINGS	126		
ARRESTS	531	LICENSES PURCHASED	287
ADULT	428		
JUVENILE	101		
CINC	02		
CITE/RELEASE	434		
HPD WARRANTS	206		
OUTSIDE ARRESTS	45		
MV ACCIDENTS	93	WARRANTS ISSUED	191
INJURY	34		
NON-INJURY	59		
VACATION HOMES	30		
COMMUNITY POLICING	52	K9 DEPLOYMENTS	40
		MILES DRIVEN	146,243
SPECIAL WATCH	37		
CRS WALK –INS	1401		
INCOMING CALLS	9340		
OUTGOING CALLS BY CRS	1010		





CITY OF HAYSVILLE, KANSAS

PLANNING/ZONING DEPARTMENT- 200 W. GRAND AVE., P.O. BOX 404
HAYSVILLE, KANSAS 67060 - (316) 529-5900 (316) 529-5925 - FAX

MEMORANDUM

TO: The Honorable Russ Kessler, Mayor
Haysville City Council Members

FROM: Haysville Planning Commission/ Jonathan Tardiff, Planning and Zoning Administrator

SUBJECT: Revisions to Land Use Map

DATE: January 8, 2024

The Haysville Planning Commission has reviewed the Land use map and recommends the revisions listed below. This is just updating the map and does not require approval by ordinance.

- NE Corner of 55th and Meridian changed to light blue to designate Public/Semi-Public Land.
- Property between 55th and 63rd, west of Meridian and north of the Big Ditch changed to light blue to designate Public/Semi Public land and red to designate commercial property.
- Corner of 63rd and Broadway, west corner changed to yellow to designate Residential, and orange to designate Neighborhood Mixed Use.
- Property between 55th and 63rd, east side of Meridian and north of the Big Ditch changed to yellow to designate Residential.
- 2 Properties south of Sandy Street and east of A Street changed to yellow to designate Residential.
- Property on the east side of Broadway just south of the Big Ditch changed to dark blue to designate Industrial.
- 5 properties along Grand and east of Marlen changed to yellow to designate Residential.
- Property at the corner of Broadway and Cain changed to dark blue to designate Industrial.
- Several properties along Pirner changed to dark blue to designate Industrial.
- Properties south of Emmett changed to dark blue to designate Industrial.
- Property west of Broadway and north 79th changed to yellow to designate Residential.
- Properties north and south of 79th, between Broadway and Santa Fe changed to yellow to designate Residential.
- Properties south of Grand, and east and west of Hydraulic changed to yellow to designate Residential.
- Property at the corner of North Main and Grand by the railroad track changed to light blue to designate Public/Semi-Public land.
- Property west of Public Works changed to light blue to designate Public/Semi-Public land.
- Property on the east side of Meridian and south of Grand changed to red to designate Commercial.
- Properties east of Meridian, between 79th and 87th changed to yellow to designate Residential.
- Property west of Meridian, between 79th and 87th changed to yellow and orange to designate Residential and Neighborhood Mixed Use.
- Property west of Meridian, between 79th and 87th changed to purple to designate Commercial/Mixed Use.
- Property south of Grand and west of West Street changed to yellow to designate Residential.

- Properties east of Cain should be changed to dark blue to designate industrial.
- Neighborhood east of Plaza Drive changed to orange to designate neighborhood mixed use.

Legend definitions:

- Parks/Open Space (Green): This includes parks (city, county, or state), golf courses, and unpaved drainage easements or right-of-way.
- Public/Semi-Public Land (Light Blue): This includes governmental offices or facilities and land uses related to other institutions such as prisons, hospitals, schools, colleges, churches, and nonprofit organizations.
- Industrial (Dark Blue): This contains heavy and light industrial land uses that may include manufacturing, warehousing, storage, and processing of raw materials.
- Commercial/Mixed Use (Purple): This contains a mix of higher-intensity commercial land uses and may include lighter-intensity industrial uses, such as warehousing and assembly. Heavy manufacturing and raw material processing are not appropriate.
- Commercial (Red): This includes commercial, retail, restaurant, and professional office land uses that serve the needs of the community as a whole and perhaps a larger region.
- Neighborhood/Mixed Use (Orange): This includes a mix of residential types and small-scale commercial and institutional uses that are typically meant to serve the needs of the surrounding neighborhood, but does not include drive-thru businesses like banks, restaurants, or car washes.
- Residential (Yellow): This includes a mix of single, two, and multi-family residential land uses.

History:

The Haysville Planning Commission conducted their annual review of the Land Use Map on October 26, 2023. The Commission discussed proposed changes to the land use map to more match the zoning map if there had been distinct changes in zoning. The Commission voted to revise various lots that needed updated zoning labels and established a public hearing date of December 14, 2023, to consider the revision. Notice of the public hearing was published on November 16, 2023, in the Times-Sentinel. Copies of the changes were available to the public online and at City Hall. On December 14, 2023, the Planning Commission held a public hearing to consider the revisions to the Land Use Map. No members of the public were present to address this matter. The Planning Commission voted to approve the changes and recommend adoption by the City Council.

The Governing Body may take one of the following three actions when the Planning Commission submits a recommendation for approval or disapproval of a revision to the Land Use Map:

- Approve recommendations.
- Override the planning commission's recommendations by a 2/3 majority vote (6 votes); or
- May return the same to the planning commission for further consideration suggested changes.

The Following action was taken:

Motion by Coleman.

Seconded by Williams.

Motion carried to approve the Land Use Map to Haysville with revisions mentioned.

Attachments:

Previous land use map viewable: <https://city-of-haysville-gis-haysville-ks.hub.arcgis.com>

Proposed land use map viewable: <https://city-of-haysville-gis-haysville-ks.hub.arcgis.com>





CITY OF HAYSVILLE, KANSAS

ADMINISTRATION SERVICES - 200 WEST GRAND/ P.O. BOX 404
HAYSVILLE, KANSAS 67060 - (316) 529-5900 (316) 529-5925 - FAX

TO: The Honorable Russ Kessler
City Council Members

FROM: Georgie Carter, Deputy Administrative Officer

SUBJECT: Sedgwick County Agreement - Senior Center

DATE: January 8, 2024

Attached is the Senior Center annual agreement with Sedgwick County for 2024. This has been reviewed by City staff and the City attorney.

Differences from 2023:

- Agreement dates and funding amount were updated.
- Wording changed from Dept. on Aging to Dept. on Aging & Disabilities throughout.
- Exhibit A: First section of current contract was removed (this section had written in agreement date).
- Exhibit A: 18 & 19 are new additions.
- Exhibit C: Section 5: i: They updated contract to reflect usage of MySeniorCenter database rather than maintaining sign in sheets.

This is before you for your approval.

AGREEMENT FOR SENIOR CENTERS

by and between:

**SEDGWICK COUNTY, KANSAS
and
CITY OF HAYSVILLE
Haysville Senior Center**

This Agreement made and entered into this ____ day of _____, 2023, by and between Sedgwick County, Kansas (“County”) and City of Haysville (“Contractor”).

WITNESSETH:

WHEREAS, County wishes to make available certain senior centers to older adult residents of Sedgwick County; and

WHEREAS, County desires to engage Contractor to provide said services; and

WHEREAS, County and Contractor desire to state the terms and conditions under which Contractor will provide said services.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

SECTION 1: SCOPE OF SERVICES

1.1 Purpose and Scope of Work. Contractor shall provide senior centers to eligible Sedgwick County participants, as those participants are defined herein. The parties agree that time is of the essence in Contractor’s performance of this Agreement.

1.2 Term. This Agreement shall be for one (1) year, commencing January 1, 2024, and ending December 15, 2024. Notwithstanding the foregoing, this Agreement may continue on a month-to-month basis for a reasonable time after December 15, 2024, if: (a) both parties agree to continue operating under the terms and provisions of this Agreement while actively negotiating an agreement for FY 2025 and (b) funds are available for the 2025 program year.

SECTION 2: CONTRACTOR’S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants the following:

- a. Any funds provided for services under this Agreement which are unexpended upon termination of this Agreement will be returned to County.
- b. Its records used in the preparation of all reports are subject to review by County to insure the accuracy and validity of the information reported.
- c. This Agreement will be evaluated by County in terms of obtaining goals and objectives.

- d. It shall provide written notice to the Director of the Sedgwick County Department of Aging & Disabilities if it is unable to provide the required quantity or quality of services.
- e. It shall submit required eligible participant data reports and demographics reports by the 10th day of the month following each calendar quarter. These quarterly reports will include the following:
 - i. Total **unduplicated membership count** (participant must physically come in to the Center to be counted).
 - ii. Total **duplicated participant count** for each *Baseline, Special Event* and *Educational* activity.
- f. All applicable records will be maintained by Contractor on such forms, as the Director of the Sedgwick County Department of Aging & Disabilities shall designate. Contractors who do not submit required reports in accordance with this paragraph will not be sent payments by the County until they are deemed in compliance with the requirements of this Agreement.
- g. To provide the Sedgwick County Department of Aging & Disabilities a copy of its Organizational Chart. This will be submitted at the beginning of the Contract year. Updated copies will submitted promptly if changes occur during the duration of this Agreement.
- h. To provide the Sedgwick County Department of Aging & Disabilities a list of its Board of Directors, which is to include each member's name, address and phone number. This should be submitted at the beginning of the contract year. Updated copies will submitted promptly if changes occur during the duration of this Agreement.
- i. To provide a smoke free building. In the event that Contractor does not provide a building, which is smoke free in accordance with this paragraph, no payment will be sent by County until Contractor is deemed compliant with the requirements of this paragraph.
- j. Attendance is required at the quarterly Senior Center Summit meetings. Notice of the meeting times and places will be provided by the Sedgwick County Department of Aging & Disabilities.
- k. An eligible participant in this program is:
 - i. a resident of Sedgwick County, Kansas; and
 - ii. fifty-five (55) years of age or older.

SECTION 3: COMPENSATION AND BILLING

3.1 Compensation. Payments made to Contractor pursuant to the terms of this Agreement shall be reimbursed at:

Salaries/Benefits	\$29,000.00
Electric/Gas	\$ 6,000.00
TOTAL	\$35,000.00

County and Contractor agree that under no circumstances shall the total compensation paid to Contractor under this Agreement exceed THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00). This reimbursement shall be the sole compensation rendered to Contractor hereunder.

Provider may go over a line item amount with permission of the Mill Levy program manager, but may not exceed the total.

3.2 Invoicing and Billing. Contractor agrees that billings and payments under this Contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Subject to the maximum amount of compensation prescribed in Paragraph 3.1, Contractor shall submit billing for services provided to the County by the 10th day of each month or on a quarterly basis. Payment to Contractor shall be made within 30 days following receipt of Contractor's billing. Billings submitted after the 10th of the month may be rolled over to the next billing cycle. Line item billings must include documentation to be support the invoice request. Payments shall be made to Contractor only for items and services provided to support the contract purpose and if such items are those that are authorized by Paragraph 3.1. The County reserves the right to disallow reimbursement for any item or service billed by Contractor if the County believes that any item or service was not provided to support the contract purpose.

Properly submitted invoices and/or billing statements will be paid within thirty (30) calendar days of receipt by County. All invoices must be submitted on or before December 15, 2024. County will not honor any requests for reimbursement compensation received after this date.

3.3 Non-Supplanting Existing Funds. Grant funds made available under County mill levy grants and administered under this Agreement will not be used to supplant existing funds and/or funding sources, but will rather be used to increase the amounts of those other funding sources.

3.4 Reprogramming of Funds. In the event the amount of funds County actually receives from the mill levy is less than anticipated, or in the event that no funds are available to County for funding this Agreement, Contractor understands and agrees that County may decrease the total compensation and reimbursement to be paid hereunder, or may suspend or terminate this Agreement without penalty.

SECTION 4: CONTRACTOR'S PERSONNEL

4.1 Qualified Personnel. Contractor has, or shall secure at its own expense, personnel who are fully qualified in accordance with all applicable state and federal laws to provide the services as described herein. Such personnel shall not be Sedgwick County Department of Aging & Disabilities employees or have any other contractual relationship with the Sedgwick County Department of Aging & Disabilities. All of Contractor's personnel engaged, directly or indirectly, in the provision of services shall meet the requirements of this Agreement, all applicable federal laws, and all applicable laws of the State of Kansas.

4.2 Minimum Wage. Contractor shall comply with the minimum wage and maximum hour provisions of the Fair Labor Standards Act (29 U.S.C. § 201 *et seq.*).

4.3 Employee Conflict of Interest. Contractor shall establish written safeguards to prevent its employees from using their position with Contractor for a purpose that is, or gives rise to the perception that it is, motivated by a desire for private gain for themselves or others (particularly those with whom they have family, business, or other ties).

Contractor shall submit written notice to County in the event Contractor becomes aware that:

- a. an employee of the Department of Aging & Disabilities is also an employee of Contractor at time this Agreement is executed;
- b. an employee of Contractor seeks additional/alternate employment with the Department of Aging & Disabilities during the term of this Agreement;
- c. an employee of the Department of Aging & Disabilities seeks additional/alternate employment with Contractor during the term of this Agreement.

The Department of Aging & Disabilities shall have the sole discretion to determine what actions need to be taken to resolve the conflict. The Department of Aging & Disabilities may immediately terminate this Agreement without any further liability to Contractor if Contractor fails to adhere to the Department of Aging & Disabilities' decision.

4.4 Interest of Contractor. Contractor covenants and warrants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of program services pursuant to this Agreement.

4.5 Interest of Public Officials and Others. No County officer or employee, or any member of its governing body or other public official, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

4.6 Advisory Council Members. *[reserved]*

4.7 Gratuities and Favors. Contractor shall not directly or indirectly offer to any of County's officers, employees, or agents anything having monetary value including, without limitation, gratuities and favors.

4.8 Participant Safeguards. Persons convicted of the following types of crimes during the consecutive ten (10) year period immediately preceding execution of this Agreement or, at any time during the pendency of this Agreement, are restricted as follows:

- a. persons convicted of any felony, drug or drug-related offense, crime of falsehood or dishonesty, or crime against another person are prohibited from performing services, administering this Agreement, or handling any funds conveyed hereunder;
- b. persons convicted of any crimes of moral turpitude, including without limitation, sex offenses and crimes against children are prohibited from performing services or otherwise interacting in any way with persons served pursuant to this Agreement; and
- c. persons convicted of a serious driving offense, including without limitation, driving under the influence of alcohol or a controlled substance, are prohibited from operating a vehicle in which a person served pursuant to this Agreement is a passenger. For purposes of this section, "serious traffic offense" shall not include any offense deemed a "traffic infraction" under K.S.A. §§ 8- 2116 and 8-2118.

- d. The terms "convicted" and "conviction" shall include: (i) convictions from any federal, state, local, military or other court of competent jurisdiction; (ii) nolo contendere ("no contest") pleas; and (iii) being placed into a diversion or deferred judgment program in lieu of prosecution.
- e. Any issues concerning the interpretation of this Section 4.8 or its application to an individual shall be referred to the Director of the Sedgwick County Department of Aging & Disabilities. The Director's decision shall be final for purposes of compliance with this Agreement.

SECTION 5: RECORDS, REPORTS, INSPECTIONS AND AUDITS

5.1 Internal Review and Corrective Action. Internal review and corrective action shall be carried out pursuant to the Department of Aging & Disabilities' Policies and Procedures Manual. An individual who feels that she or he has been treated in an unfair or discriminatory manner by employees, contractors or providers should contact County within sixty (60) days of the occurrence. An incident report will be completed and forwarded to the Director of the Sedgwick County Department of Aging & Disabilities for review. The Director will issue a timely written response to the individual, addressing his or her concern and detailing any actions taken to correct the inappropriate treatment. The decision by the Director is considered to be the final action on the issue. Identities of individuals filing a grievance shall be kept confidential to the extent possible.

5.2 Notice of Action-Including Notice of Appeal Rights. To the extent permitted by law, Contractor shall retain the right to appeal any final order or decision rendered at the administrative agency level which adversely affects the Contractor's interests, pursuant to the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions (K.S.A. 77-601 *et seq.*).

5.3 County Audit. County may request an audit for all funds received by Contractor from County as part of this Agreement. Any such audit shall be performed in accordance with the provisions of this Agreement. The audit shall cover Contractor's Accounting Information and other financial records which apply to this Agreement only. A copy of the audit requested by County shall be provided to Department of Aging & Disabilities within twenty (20) days after receipt thereof. The audit may be requested by County at any time throughout the duration of this Agreement.

5.4 Audits by State or Federal Agencies. Contractor shall assist County in any audit or review of the SCIP Program which might be performed by the Kansas Division of Legislative Post Audit or by any other local, state or federal agency by making persons or entities, documents, and copies of documents subject to Contractor's control available for the auditors or their representatives.

5.5 Documentation of Costs. All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation (hereinafter collectively referred to as "Expense Information") evidencing in proper detail the nature and propriety of the costs charged to the County.

5.6 Reports. During the term of this Agreement, Contractor shall furnish to County, in such form as County may require and upon County's request, such statements, records, reports, data and information pertaining to matters covered by this Agreement.

In addition, Contractor shall use the MySeniorCenter database platform to track membership, attendance, activities, reports, and any other information related to the program requirements of the Sedgwick County

Department of Aging & Disabilities as outlined in this Agreement. County shall pay the cost of Contractor's MySeniorCenter database. At County's request, Contractor shall provide County with "administrator" access to Contractor's MySeniorCenter database, and such access shall include membership, attendance, activities, reports, and any other information related to the program requirements of the Sedgwick County Department of Aging & Disabilities as outlined in this Agreement.

Payments to Contractor may be withheld by County if Contractor fails to provide all required reports in a timely, complete and accurate manner. Any payments withheld pursuant to this Section 5.6 shall be submitted to Contractor when all requested reports are furnished to County in an acceptable form. All records and information used in preparation of reports are subject to review by County to ensure the accuracy and validity of the information reported.

Without limiting the foregoing, Contractor shall report the following information to Department of Aging & Disabilities on a semi-annual basis no later than the tenth (10th) day of July 2024 and January 2025:

- a. an unduplicated count of program customers served; and
- b. such other data necessary to evaluate the program's effectiveness and efficiency.

5.7 Retention of Records. Unless otherwise specified in this Agreement, Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of expiration or termination of this Agreement.

Matters involving litigation shall be kept for one (1) year following termination of litigation, including all appeals, if the litigation exceeds five (5) years.

5.8 Access to Records. At any time during which records are retained by Contractor pursuant to Section 5.7 herein, Contractor shall make any and all of its records, books, papers, documents and data available to County (or an authorized representative of a State agency with statutory oversight authority) for the purposes of:

- a. assisting in litigation or pending litigation; or
- b. any audits or examinations reasonably deemed necessary by the Department of Aging & Disabilities.

SECTION 6: SUSPENSION & TERMINATION

6.1 Suspension of Services. County may, in its sole discretion, indefinitely suspend Contractor's performance of services pursuant to this Agreement by providing a two (2) day notice to Contractor. Contractor shall resume performance of services within three (3) days after receipt of notice from County.

6.2 Termination.

A. Termination for Cause. In the event of any breach of the terms or conditions of this Agreement by Contractor, or in the event of any proceedings by or against Contractor in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, County may, in addition to any other remedy provided it by law or in equity or other right reserved to it elsewhere in this Agreement, without any liability to Contractor on account thereof, by written notice, terminate immediately all or any part of this Agreement, procure the goods, equipment and/or services

provided for herein elsewhere, on such terms and under such conditions as are reasonable in the sole discretion of County, and Contractor shall be liable to pay to County any excess cost or other damages caused by Contractor as a result thereof.

B. Termination for Convenience. County shall have the right to terminate this Agreement for convenience in whole, or from time to time, in part, upon thirty (30) days' written notice. Upon receipt of such termination notice, Contractor shall not incur any new obligations and shall cancel as many outstanding obligations as reasonably possible. In such event, County's maximum liability shall be limited to payment for goods or equipment delivered and accepted and/or services rendered.

C. Reduction in Funds. It is understood that funding may cease or be reduced at any time. In the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this Agreement upon thirty (30) days' written notice.

SECTION 7: MISCELLANEOUS

7.1 Contractual Relationship. It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the goods and services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, or employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, or employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for the withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor.

7.2 Authority to Contract. Contractor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.

7.3 Notification. Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County: Sedgwick County Department of Aging & Disabilities
Attn: Contract Notification
271 West 3rd St. North, Suite 500
Wichita, Kansas 67202

and

Sedgwick County Counselor's Office
Attn: Contract Notification
100 North Broadway, Suite 650
Wichita, Kansas 67202

Contractor: City of Haysville
 Attn: Contract Notification
 200 West Grand/PO Box 404
 Haysville, Kansas 67060

7.4 Hold Harmless. Contractor shall indemnify County, and its elected and appointed officials, officers, managers, members, employees and agents, against any and all loss or damage to the extent such loss and/or damage arises out of Contractor’s negligence and/or willful, wanton or reckless conduct in the provision of goods and equipment or performance of services under this Agreement. This indemnification shall not be affected by other portions of the Agreement relating to insurance requirements.

7.5 Liability Insurance. Contractor agrees to maintain the following minimum limits of insurance coverage throughout the term of this Agreement:

Worker’s Compensation Applicable State Statutory Employer’s Liability	
Employer’s Liability Insurance:	\$100,000.00
Contractor’s Liability Insurance: Form of insurance shall be by a Comprehensive General Liability and Comprehensive Automobile Liability	
Bodily Injury: Each occurrence Aggregate	\$500,000.00 \$500,000.00
Property Damage: Each occurrence Aggregate	\$500,000.00 \$500,000.00
Personal Injury: Each person aggregate General aggregate	\$500,000.00 \$500,000.00
Automobile Liability – Owned, Non-Owned, and Hired: Bodily injury each person Bodily injury each occurrence	\$500,000.00 \$500,000.00

Liability insurance coverage indicated above must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers’ compensation and employer’s liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A- and licensed to do business in the State of Kansas. It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor

shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

7.6 Entire Agreement. This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

7.7 Assignment. Neither this Agreement nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other. Any attempted assignment without such consent shall be null and void.

7.8 Amendments. Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other. Any attempted amendment without such consent shall be null and void.

7.9 Subcontracting. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of County. In the event subcontracting is approved by County, Contractor shall remain totally responsible for all actions and work performed by its subcontractors. All approved subcontracts must conform to applicable requirements set forth in this Agreement and in its appendices, exhibits and amendments, if any.

7.10 Severability Clause. In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

7.11 Waiver. Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by County shall not constitute a waiver.

7.12 Force Majeure. Contractor shall not be held liable if the failure to perform under this Agreement arises out of causes beyond the control of Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

7.13 Order of Preference. Any conflict to the provisions of this Agreement and the documents incorporated by reference shall be determined by the following priority order:

- a. Sedgwick County Mandatory Contractual Provisions Attachment
- b. Written modifications and addenda to the executed Agreement
- c. This Agreement document

7.14 Environmental Protection. Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

7.15 Nondiscrimination and Workplace Safety. Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

7.16 Confidentiality. Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.

7.17 Required Certifications. If Contractor is organized as a business entity of any sort, it shall furnish evidence of good standing in the form of a certificate signed by the Kansas Secretary of State. If Contractor is not officially organized in Kansas, it shall furnish evidence of authority to transact business in Kansas in the form of a certificate signed by the Kansas Secretary of State. The applicable certificate shall be provided to County on or before execution of this Agreement.

7.18 Certificate of Tax Clearance. Annually, Contractor shall provide County with a certificate of tax clearance from the State of Kansas certifying Contractor has paid all state taxes. The statement of tax clearance must be provided before contract renewal/initiation and be dated no more than thirty (30) days prior to beginning date of the contract term.

7.19 Open Meetings. By accepting funding from County, Contractor agrees that all administrative meetings at which the management or distribution of such funding is a topic will be open to County officials and/or employees.

7.20 Publicity. Contractor shall not publicize in any manner whatsoever its participation in this Agreement, or the program services provided hereunder, without prior written consent of the County. County's support of program services shall be conspicuously acknowledged in all publicity releases.

7.21 Signs/Decals. Contractor agrees to allow County, upon County's request, to place signs and/or decals on Contractor's premises, the precise location of which shall be agreed upon by both parties. Such signs and/or decals shall state "A portion of the funding for this program is provided by the Board of Sedgwick County Commissioners."

7.22 Publication of Contract Results. If this Agreement results in a book or other material that may be copyrighted, the author is free to copyright the work. However, County reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all such copyrighted material and all material which can be copyrighted.

7.23 Documentation of originality or source. All published and/or written reports submitted under this Agreement, or in conjunction with any thirty-party agreements hereunder, will be originally developed material unless specifically provided for otherwise. Material not originally developed that is included in published material and/or written reports shall identify the source in either the body of the publication and/or written report or in a footnote, regardless of whether the material is use verbatim or in an extensive paraphrase format. All published material and written reports shall give notice that funds were provided by a grants from Sedgwick County.

7.24 Drug Free Work Place Act of 1988 (49 CFR Part 32). Contractor is required to provide a drug-free workplace and comply with the Drug Free Work Place Act of 1988 as prescribed in 49 CFR Part 32.

7.25 Incorporation of Documents. Exhibit A (Sedgwick County Mandatory Contractual Provisions Attachment), Exhibit B (Sedgwick County Mandatory Independent Contractor Addendum), and Exhibit C (Program Goals and Objectives) are attached hereto and are made a part hereof as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SEDGWICK COUNTY, KANSAS

CITY OF HAYSVILLE

Peter F. Meitzner, Chairman
Commissioner, First District

Mayor

APPROVED AS TO FORM ONLY:

Adrienn F. Clark
Assistant County Counselor

ATTESTED TO:

Kelly B. Arnold
County Clerk

EXHIBIT A
SEDGWICK COUNTY MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement in which this attachment is incorporated.
2. **Choice of Law:** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation:** If, in the judgment of the Chief Financial Officer, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, County may terminate this Agreement at the end of its current fiscal year. County agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to County under the Agreement. County will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon termination of the Agreement by County, title to any such equipment shall revert to Contractor at the end of County's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.
4. **Disclaimer of Liability:** County shall not hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has consented to a jury trial to resolve any disputes that may arise hereunder. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any Agreement and/or this Contractual Provisions Attachment will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract:** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. County is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, County shall provide to the Contractor a certificate of tax exemption.

County makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
9. **Insurance:** County shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the County and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the County. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any County employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the County.
11. **Confidentiality.** Contractor may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 45-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period

of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the County promptly at the request of County in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by County, shall destroy or render such data or material unreadable.

12. **Cash Basis and Budget Laws.** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; © that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto.

Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the County in relation to this Agreement prohibits the County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the County in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify County within the same five (5) business days, with the County reserving the same right to terminate for breach as set forth herein.
15. **HIPAA Compliance.** Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); the Genetic Information Nondiscrimination Act of 2008 ("GINA"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended (collectively referred to as "HIPAA"), to the extent that the Contractor uses, discloses or has access to protected health information as defined by HIPAA. Under the final Omnibus Rule effective March 2013, Contractor may be required to enter into a Business Associate Agreement pursuant to HIPAA.
16. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
17. **Tax Set-Off.** If, at any time prior to or during the term of any executed agreement, Contractor is delinquent in the payment of real and/or personal property taxes to Sedgwick County, and the delinquency exists at the time payment is due under the agreement, County will offset said delinquent taxes by the amount of the payment due under the agreement and will continue to do so until the delinquency is satisfied, pursuant to K.S.A. 79-2012.
18. **Inapplicability to Municipal Contractors.** The following provisions found in this Sedgwick County Mandatory Contractual Provisions Attachment shall be inapplicable if the contractor is a Kansas county, incorporated city, township, or improvement district: 8, 10, 17.
19. **Safety Recall Notices.** Throughout the term of the Agreement and at all times thereafter, Contractor must immediately notify County of any and all safety recall notices of products, goods and services Contractor has provided to County. In addition, Contractor shall remedy the recalled defect(s), at no cost to County, by: (1) providing products, goods or services reasonably equal to or better than the quality of the products, goods or services without accounting for the recalled defect(s); or (2) providing compensation to County in an amount not less

than the original cost of the products, goods or services less a reasonable amount for depreciation. This Section 18 survives expiration or termination of the Agreement.

[remainder of page intentionally left blank]

EXHIBIT B
SEDGWICK COUNTY MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. This Agreement shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of: state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by County.
2. The parties agree that as an independent contractor, Contractor is not entitled to the following benefits from County: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than County. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against County's workers' compensation insurance and/or health insurance and further agrees to indemnify County for any such claims related to Contractor's operations or the performance of services by Contractor hereunder
3. The parties hereby acknowledge and agree that County will not: (a) require Contractor to work exclusively for County; (b) establish a quality standard for Contractor, except that County may provide plans and specifications regarding the work but will not oversee the actual work or instruct Contractor as to how the work is to be performed; (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide more than minimal training for Contractor; (e) provide tools or benefits to Contractor (materials and equipment may be supplied, however); (f) dictate the time of Contractor's performance; (g) pay Contractor personally when possible; instead, County will make all checks payable to the trade or business name under which Contractor does business; and (h) combine its business operations in any way with Contractor's business, but will instead maintain such operations as separate and distinct.
4. Contractor does not have the authority to act for County, to bind County in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of County.
5. Unless given express written consent by County, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and, if Contractor is given written permission to have other parties on site and the Contractor provides the appropriate coverage, the Contractor agrees to retain control over any persons employed by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.
8. County will not provide training or instruction to Contractor regarding the performance of services hereunder.
9. Contractor will not receive benefits of any type from County.
10. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for County.
11. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.
12. No workers' compensation insurance shall be obtained by County covering Contractor. Contractor shall comply with the workers' compensation laws pertaining to Contractor.
13. Contractor will not combine its business operations in any way with County's business operations and each party shall maintain their operations as separate and distinct.

EXHIBIT C
PROGRAM GOALS AND OBJECTIVES

A Senior Center is a community focal point where eligible participants come together for services and activities, which enhance the dignity, support the independence, and encourage the involvement of eligible participants in and with the community. As part of a comprehensive community strategy to meet the needs of eligible participants, Senior Center programs take place within and emanate from a facility. A senior center will be open six (6) to eight (8) hours per day, five (5) days per week.

A. GOALS.

- 1) The Center will be required to provide assistance in fulfilling the social, educational, recreational, physical and emotional needs of eligible participants through the development, planning, and coordination of activities.
- 2) The Center will be required to provide information and assistance to eligible participants regarding services including, but not limited to:
 - a) Adult Day Services
 - b) Case Management
 - c) Chore/Minor Home Repair
 - d) Commodities
 - e) Employment
 - f) Forms Assistance - Entitlement/Social Security/Medicaid
 - g) Housing Assistance/Referrals/Matches
 - h) In-Home Services - Respite/Homemaker/Attendant Care including:
 1. Program literature
 2. Resources from the Center Director
 - i) Legal Assistance
 - j) Nutrition - Congregate/Homebound
 - k) Shopping and Errand Assistance
 - l) Support Groups
 - m) Translation/Interpretation
 - n) Transportation
 - o) Wellness Screenings
- 3) The Center will be required to provide coordinated comprehensive and appealing programs in the area of social participation and education as outlined in the *Baseline, Special Events/Projects* and *Education* sections.
- 4) The Center shall work to mobilize interest, skills and abilities of Center participants in order for them to assist other elders within the community.
- 5) The Center shall serve as a catalyst in bringing Center participants together with services that will meet their various needs.

B. OBJECTIVES.

The Senior Center is a meeting and gathering point designed to give eligible participants a place for fellowship, a place to experience a sense of belonging, and a place to obtain information to enrich their lives. Eligible participants should be given the opportunity to plan, or assist in the planning, of Center activities. They should also be encouraged by the Center to become involved in community activities.

The senior center will be required to provide the following:

- 1) *BASELINE ACTIVITIES*, which shall be selected from a list, which is standard for all Centers. Baseline activities are Center activities that occur on a regular basis (daily, weekly, monthly, and/or quarterly). Baseline activities are to be specified through a description with projected outcomes (i.e. average number of participants). The senior center will be required to provide a minimum of ten (10) Baseline activities per year. Examples include:
 - a) Crafts
 - b) Exercise
 - c) Games
 - d) Potluck/Meal (not including congregate meals)
 - e) Social/Support Groups
- 2) *SPECIAL EVENTS/PROJECTS* are activities, which require the planning, and/or coordination of the Center director/board. These activities are to be specified through a description with projected outcomes. The senior center will be required to provide a minimum of fifteen (15) Special Events/Projects per year. Examples include:
 - a) Community Charities
 - b) Fundraising
 - c) Intergenerational Programs
 - d) Dinner Events with Programs
 - e) Musical Events
- 3) *EDUCATIONAL* activities are those, which require the planning and/or coordination of the Center director/board. These activities are to be specified through a description with projected outcomes. The senior center will be required to provide a minimum of forty (40) Educational activities per year. At least eight of the 40 activities must include at least one program on each of the following: an evidence-based program (programs rated on Administration for Community Living Administration on Aging's Older American's Act Title IIID highest level evidence-based health promotion\disease prevention programs) caregiver, mental health, health promotion\disease prevention, fall prevention, medication management,

elder abuse and a program on public benefits. Examples of other activities include:

- 4)
 - a) Community Education
 - b) Education Services
 - c) Health Presentations/Workshops
 - d) Advocacy Opportunities
 - e) Retirement Planning
 - f) Volunteer Services and Opportunities
 - g) Educational Tours and Cultural Enrichment

- 5) The Center will employ at least a part-time director to plan, coordinate, and schedule activities. As part of the Director's regular job duties the Center director is expected to:
 - a) Create/Provide an entry point for aging services.
 - b) Be informed on aging services available within the community.
 - c) Schedule activities, presentations, and events; Develop and set-up programs; link with the community, other Centers, and participants to create opportunities for the Center, including:
 - * Advocacy
 - * Counseling
 - * Information and Assistance on services, (also includes program literature and resources).
 - * Outreach, which must include contact with someone to assist in service connection (home visits, telephone, etc.).
 - d) Provide the specified number of activities for each category.
 - e) Work to increase Center membership, and membership participation in activities, and submit an annual measurement of Center membership growth.
 - f) In an effort to expand services and activities and be a focal point in your community; work to strengthen your volunteer base by recruiting at least two percent (2%) of your membership to serve as volunteers to serve other members in need including temporary assistance in home, yard work, carpooling, bookkeeping, a calling tree, Medicare counseling, etc. By doing this volunteers could sign up with the Sedgwick County Department of Aging & Disabilities Volunteer Program to receive the benefits through this program. Benefits include: accidental medical, volunteer liability and auto liability insurance; background checks; support; recognition events; and monthly newsletter.
 - g) Require participation by a Center representative in the four (4) Senior Summit meetings which will be held to focus on objectives, review program updates and changes in aging services, share working models and strategically plan a common vision for Sedgwick County's Senior Center network. Arrangements need to be coordinated with the Program Manager to excuse absences,

which may be made up by attending a monthly Aging Network meeting.

- h) Attend at least six (6) hours of aging related education, obtaining documentation (Continuing Education Units or signed agenda) of attendance.
 - i) Maintain the MySeniorCenter database to track membership, attendance, activities, reports and any other information related to the program requirements.
 - j) Require senior center staff or a volunteer to be SHICK trained and provide SHICK counseling to senior center participants as needed
- 6) The Center will have adequate space for the following:
 - a) Social and companionship activities; and
 - b) Separate privacy area for the purpose of counseling or meetings.
 - 7) A Center should work to recruit volunteers to expand the services and activities with an emphasis on additional Center "Goals and Objectives" which expand Center programs and roles in the community.
 - 8) A Center should expend the funds as outlined in the budget to accomplish the goals of the program.

NOTE: ANY ACTIVITY THAT IS INTRODUCED AS A NEW ACTIVITY WILL BE COUNTED AS A NEW ACTIVITY. WHEN THAT ACTIVITY BECOMES A REGULAR ACTIVITY, IT THEN WILL BECOME A PART OF THE BASELINE CATEGORY.

SEDGWICK COUNTY DEPARTMENT OF AGING & DISABILITES WILL OFFER TECHNICAL ASSISTANCE TO SENIOR CENTERS UPON REQUEST IN AN EFFORT TO MAXIMIZE EACH CENTER'S POTENTIAL FOR IMPLEMENTING SUCCESSFUL NEW PROGRAMS.

C. OUTCOMES:

- 1. Seventy-five percent (75%) of participants will express that through their involvement with the Senior Center they have increased their level of activity and increase or changed their knowledge, skills or behavior.

Specific Senior Center Goals, Objectives & Outcomes

Goal:

Provide one presentation to the public addressing the changes in Medicare prior to the 2024 Open Enrolment Period.

Objective:

To address Medicare terminology as well as changes in plans and coverage for 2025 to at least 15 Unduplicated seniors.

Outcome:

Ninety percent (90%) of participants will leave feeling more confident in their ability to make Adjustments to their Medicare coverage that will best fit their needs.

Goal:

Provide members with a presentation and one-on-one assistance with advance directives.

Objective:

With the help of a qualified individual, provide one class to expand the knowledge of the importance Of numerous advance directives and assist with the proper completion of these documents.

Outcome:

Approximately forty percent (40%) of seniors do not have any kind of advance directives completed. Eighty percent (80%) of participants that attend this session would complete these necessary forms.

Goal:

Incorporate line dancing program to improve coordination and balance.

Objective:

A monthly dancing program will be held for at least 10 unduplicated seniors.

Outcome:

Seventy-five percent (75%) of participants will complete class with knowledge of techniques to Improve balance.





CITY OF HAYSVILLE, KANSAS

401 S. JANE - P.O. BOX 404 - HAYSVILLE, KANSAS 67060

(316) 529-5940 - FAX (316) 529-5945

WWW.HAYSVILLE-KS.COM

TO: The Honorable Mayor, Russ Kessler
Haysville City Councilmembers

FROM: Tony Martinez
City of Haysville
Director of Public Works

DATE: January 8, 2024

SUBJECT: Consideration of Bids for Survey Equipment

We have received bids to replace our aging survey equipment, which has surpassed its lifespan and now requires repairs that are near the cost of a new system. Our current survey equipment is essential for mapping city assets, including water, sanitary sewer, stormwater, and streets. All these quotes are from Ozark Laser who have demonstrated impeccable customer service, a testament to their reliability and commitment to our satisfaction.

Sokkia GRX3	\$15,620.00
Topcon Hiper VR	\$17,340.00
Leica GS16	\$19,740.00

We are seeking authorization to purchase the new Sokkia GRX3 rover from Ozark Laser in the amount of \$15,620.00. This will be split between water, sewer, parks, stormwater, and street equipment maintenance accounts.

Thank you,

Tony Martinez
City of Haysville
Director of Public Works





HAYSVILLE POLICE DEPARTMENT

December 2023

TOTAL CALLS	740	DOGS IMPOUNDED	06
CASE NUMBERS ISSUED	268	SUMMONS ISSUED	02
SUMMONS ISSUED	134	RELEASED TO OWNER	02
CITY CODE	09	RELEASED TO COUNTY	03
CRIMINAL MISD	26		
TRAFFIC MISD	38	ANIMALS HELD	01
TRAFFIC INF	49		
VOIDED	00		
WARNINGS	12		
ARRESTS	53	LICENSES PURCHASED	
ADULT	43	15th TO 15th OF MONTH	14
JUVENILE	10		
CINC	00		
CITE/RELEASE	28		
HPD WARRANTS	93		
OUTSIDE ARRESTS	008		
MV ACCIDENTS	05	WARRANTS ISSUED	20
NON-INJURY	05		
INJURY	00		
VACATION HOMES	01		
COMMUNITY POLICING	02	K9 DEPLOYMENTS	04
		MILES DRIVEN	10,780
SPECIAL WATCH	02		
CRS WALK –INS	61		
INCOMING CALLS	595		
OUTGOING CALLS BY CRS	43		





Code Enforcement Summary

Month	No Trash Service	Materials Storage	Nuisance	Nuisance Auto	Unsafe Structur	Grass Residential	Grass Commercial	Lighting	Diseased Tree	Other	Nuisance Auto on Grass	Total Violations	Total Cases
January	1	0	26	6	0	1	0	0	0	2	21	57	42
February	0	0	10	6	0	0	0	0	0	0	7	23	17
March	1	0	6	2	0	0	0	0	0	0	10	19	16
April	2	0	14	8	0	1	0	0	0	3	16	44	28
May	2	0	8	1	0	38	6	0	1	4	8	68	55
June	0	0	7	3	0	40	11	0	0	3	11	75	63
July	1	0	11	5	0	39	9	0	0	5	10	80	64
August	1	0	12	4	0	30	4	0	2	1	18	72	58
September	0	0	15	5	0	17	4	0	0	3	15	59	48
October	1	0	12	11	0	3	8	0	0	6	11	52	41
November	1	0	4	2	0	0	0	0	0	1	6	14	10
December	0	0	3	1	0	0	0	0	0	0	4	8	6
Total	10	0	128	54	0	169	42	0	3	28	137	571	448



CITY OF HAYSVILLE, KANSAS

TEMPORARY SPECIAL EVENT PERMIT APPLICATION

This is an application for (check all that apply):

- Temporary Special Event Permit for consumption of alcoholic liquor on Public Property.
- Temporary Special Event Permit for consumption of cereal malt beverage (CMB) on Public Property.

Section 12-115(a) of the Haysville City Code provides that the use or consumption of any cereal malt beverage or alcoholic liquor is prohibited in any park, except in conformance with a lawfully issued Special Event Permit. This application is NOT for events where alcoholic liquor or CMB is to be sold.

Name of Special Event: Haysville Recreation Trivia Night Requested date(s) of operation: March 16, 2024

Anticipated hours of operation of Special Event 7pm - 10pm

SITE DESCRIPTION: The applicant shall define the special event site by 1) the address of a permanent structure, or common name of an outdoor location, and 2) the exact boundaries of the proposed site, including any outdoor areas directly adjacent to a structure to be used as part of a site. Include a photo of any site located outside a structure, and include a site plan showing type and height of boundary structure, ingress/egress, method of restricting juvenile access, restroom access, security placement, etc.

Haysville Activity Center - Rental Room approved location

1. Applicant Information

Name of Applicant: Haysville Recreation

Date of Birth:

Current address: 523 Sarah Ln

City: Haysville

State: KS

ZIP Code: 67060

Mailing address:

City:

State:

ZIP Code:

Home Phone:

Mobile Phone:

2. Insurance Certification

Permittee shall furnish a **Certificate of Insurance** evidencing coverage for any damage caused by Permittee, or Permittee's agents, servants, employees, guests, invitees, volunteers and/or individuals participating in the event(s) described herein. Such Certificate of Insurance shall name "City of Haysville, Kansas, and its officers, employees and agents" as additional insureds if such special event site is located on City property and shall be in the amount of \$500,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage. Said Certificate shall be submitted to the Haysville City Clerk, 200 W. Grand, Haysville, Kansas, 67060. Said Certificate shall also contain a clause agreeing to notify City of any material change or cancellation of insurance before such is effective. Failure of Permittee to provide City an approved Certificate of Insurance prior to use of above described recreational area, public area, facility or roadway, shall cancel and make void this permit. Permittee agrees to **indemnify and hold harmless** City, its agents, servants, employees or invitees, from and against any and all claims of every kind or character for injuries and/or damages to persons and/or property arising out of or in connection with the use and occupancy of any streets, easements, structures or public areas within the City, and not caused by City negligence. City shall give to Permittee notice of any claim made or litigation instituted which directly or indirectly, contingently or otherwise in any way affects or might affect Permittee. Permittee shall have the right to compromise and participate in the defense of the same to the extent of their own interests. **Tort Claims Applicability, Reimbursement for Damage:** I understand that the City of Haysville does not assume liability for any loss or damage associated with the aforescribed activity permitted to be operated within Haysville parks or in/on public property/roadways pursuant to this permit as part of a recreational or community event, and understand that this permit is approved subject to applicability of the provisions of K.S.A. 75-6104. Permittee shall reimburse City for any cost associated with damage to a public facility, area, or roadway that exceed normal or routine maintenance requirements. Upon review of the event scope, the Mayor or Chief Administrative Officer may waive or alter the insurance requirement.

The following additional requirements shall apply when determined applicable by authorized City Staff. Such additional requirements may require separate Agreement.

- Designated Parking Area Trash Containers Site Clean-up
- Portable Restrooms Barricades for Streets Security
- Other _____

I, hereby agree to comply with all of the ordinances of the City of Haysville and the laws of the State of Kansas, and all the rules and regulations prescribed by the City relating to the operation of the identified "temporary event", and I agree to notify the City immediately if any information provided on this application shall change at any time prior to or during the term of the permit, and do hereby further consent to the immediate revocation of my permit, by the proper officials, for any violation of such laws, rules and regulations. I authorize the verification of the information provided on this form AND agree to permit an investigation of my business history, criminal background, and any other screening by or on behalf of the City of Haysville, Kansas, for the limited purpose of determining the truthfulness of this application, as provided by the law of the State of Kansas, and the City of Haysville, Kansas. By signing this document I certify the foregoing information is true and I am aware that any falsification on this form and any attachments hereto is cause for revocation of the permit or license issued as a result thereof.

Robert A. ...

Signature of Applicant

Date

Signature of MAYOR or other Authorized Haysville Official

Date

OFFICE USE ONLY

Date Received: 1/2/24 By: WS Fee: N/A Receipt #: N/A

Fees paid in association with rental of City facilities? Receipt # N/A

Permit approved: _____ Permit disapproved: _____ By: _____ Date: _____

Police Department Approval of Request: JWS Public Works Department Approval of Request: JM

Recreation Department Approval of Request: WS

Date of Governing Body Approval of Special Event: _____





CITY OF HAYSVILLE, KANSAS

Haysville Recreation, 523 Sarah Ln/ P.O. BOX 404
HAYSVILLE, KANSAS 67060 - (316) 529-5900 (316) 529-5925 - FAX

TO: The Honorable Russ Kessler
City Council Members

FROM: Rob Arneson, Recreation Director

SUBJECT: Steel Scarecrow

DATE: January 2, 2024

Attached is the agreement with Steel Scarecrow **for** stage entertainment at the Fall Festival.

They will play on Saturday, October 19, 2024 from 8:30 – 10:00pm

I am requesting approval for \$1,200.00, this is before you for your approval.

SERVICE PROVIDER AGREEMENT

This Agreement is entered into as of this ___ day of _____, 2024, by and between the CITY OF HAYSVILLE, KANSAS (“City”), a municipal corporation, Kurt Schobe d/b/a Steel Scarecrow (“Contractor”), both parties acting through duly authorized officers.

WITNESSETH:

WHEREAS, City needs musical entertainment at a community concert in the park; and
WHEREAS, Contractor is able to provide outdoor musical entertainment;

NOW, THEREFORE, in consideration of the mutual and additional consideration, promises, performance, covenants, and agreements set forth herein, City and Contractor agree as follows:

1. SERVICE(S). Contractor shall: provide outdoor musical entertainment as follows:

- Place of Engagement: 706 Sarah Lane, Haysville, Kansas
- Date of employment: Saturday, October 19, 2024
- Hours of Performance: 8:30 – 10:00 p.m.

City shall provide to Contractor:

- A cooler of iced bottled water at set up time, (appx. 1:00 p.m.);

2. STATUS OF CONTRACTOR. City and Contractor agree that Contractor renders professional service(s) under this agreement as an independent contractor and not as an officer, agent or employee of City. City hereby agrees to engage Contractor as an independent contractor and Contractor hereby agrees to fulfill the conditions enumerated herein, including any appendices attached hereto, as an independent contractor. Contractor expressly understands, acknowledges and agrees that Contractor is not entitled to any of the benefits City provides for its employees. Contractor also expressly understands, acknowledges and agrees that he is solely responsible for reporting all income paid to him pursuant to this Agreement to the IRS, the Kansas Department of Revenue, and any and all other applicable taxing entities, and that City shall report the payment of such income to said entities to the extent required by law.

3. TERM. The term of this Agreement shall be Saturday, October 19, 2024, from start of set up (appx. 4:00 p.m.) until conclusion of performance (appx. 11:00 p.m.).

4. TERMINATION. This contract shall not be terminated by either party except as follows:

A. If the City cancels the performance 14 days prior to Saturday, October 19, 2024, the City agrees to forfeit, \$1,200, as a cancellation fee.

B. If the City cancels the performance due to inclement weather occurring on Saturday, October 19, 2024, the following cancellation payment schedule shall apply:

- if cancelled prior to 8:00 a.m. on October 19, the City agrees to pay full contract amount

C. If the Contractor cancels the performance for any reason prior to Saturday, October 19, 2024, Contractor agrees to inform City as soon as Contractor becomes aware of any intention or

reason on its part to fail to perform under this contract to give City the greatest opportunity to find a replacement performer. Contractor also agrees to return the deposit within seven (7) business days of such notification, plus reasonable attorney's fees or other costs associated with collection as needed.

D. Contractor will not perform if there is lightning/thunderstorm within two (2) miles of performance area. Contractor's failure to perform under these circumstances will be considered a postponement of time (not date) of performance unless a decision is made by City to cancel the event. Rescheduling the concert to a day other than Saturday, October 19, 2024 due to inclement weather on Saturday, October 19, 2024, shall be treated as a separate contract.

E. Both parties acknowledge that the Agreement of the Contractor to perform is subject to interference outside the band's control, which includes documented illness of the entire band, physical harms preventing the entire band from performing, or accidents involving means of transportation while driving to the performance, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond the control of the Contractor. Contractor agrees to pay to City liquidated damages for failure to perform arising from a decision within the control of the band, including break-up of the band, in the amount of the compensation provided for this agreement, plus reasonable attorney's fees or other costs associated with collection.

5. COMPENSATION. In consideration for the service(s) described in Paragraph One (1) above, provided by Contractor for residents of the City of Haysville, City shall cause payment to Contractor in the amount of **\$1,200.00 (one thousand two hundred) to be paid as follows: 50% deposit of \$600.00, the balance to be paid upon conclusion of the performance, or in conformance with paragraph 4 above, in a check or money order made payable to Scott Alewel.** Contractor agrees that billings and payments under this agreement shall be processed in accordance with established budgeting, purchasing, and accounting procedures of Haysville, Kansas. Payments shall be made to Contractor only for service(s) provided as described in Paragraph One (1) of this agreement. City reserves the right to disallow payment if the Recreation Director of the City, or a designee, believes that the service(s) described in Paragraph One (1) above were not actually performed or provided.

6. INDEMNIFICATION. Contractor agrees to indemnify and hold harmless the City for any liability or loss arising in any way out of the performance of this Agreement.

7. LICENSES AND PERMITS. Contractor agrees to be responsible for all licensing and permits associated with providing musical entertainment. City shall be responsible for all City issued permits and licenses associated with such an event.

8. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION. Contractor agrees to comply with the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry, and shall comply with all other provisions of K.S.A. 44-1030 in its performance of this agreement.

9. TRANSFER OR MODIFICATION. This Agreement sets forth the entire Agreement between the parties and supersedes any written or oral understanding, promise, or agreement directly or indirectly related to, which is not referred to and incorporated herein. Neither this agreement nor any rights or obligations hereunder shall be assigned, subcontracted, or

otherwise transferred by either party without the prior written consent of the other. Any modifications to this agreement must be set forth in writing and signed by both parties.

10. COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.

A. This Agreement shall be construed in accordance with the laws of the State of Kansas. If any provision of this Agreement shall be ruled unlawful by a Court of competent jurisdiction, it shall not affect the remaining provisions of this Agreement.

B. Contractor shall comply with 1) all applicable local, state and federal laws, 2) all regulations, and 3) all applicable service standards, that are now or may in the future become applicable, in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this agreement.

11. CASH BASIS AND BUDGET LAWS. The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

12. AUTHORITY. Each person executing this Agreement represents and warrants that he is duly authorized to do so on behalf of an entity that is a party hereto, and that this Agreement shall be binding upon the parties, their respective heirs, legal representatives, and assigns.

13. NON-REPRODUCTION OF PERFORMANCE. The performance to be rendered pursuant to this Agreement is not to be recorded, reproduced, or transmitted from the place of performance in any manner or by any means whatsoever without written consent of the Contractor.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

CITY OF HAYSVILLE, KANSAS

Steel Scarecrow

**Rob Arneson,
Recreation Director**

Kurt Schobe
Kurt Schobe (Dec 22, 2023 10:27 CST)

Kurt Shobe






SERVICE PROVIDER AGREEMENT

Final Audit Report

2023-12-22

Created:	2023-12-22
By:	Robert Arneson (rarneson@haysville-ks.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVTIlgH7RR8CkccCzAIKBU6qzSxhTc8mD

"SERVICE PROVIDER AGREEMENT" History

-  Document created by Robert Arneson (rarneson@haysville-ks.com)
2023-12-22 - 4:18:57 PM GMT
-  Document emailed to Kurt Schobe (kurtshobe@steelskarecrow.com) for signature
2023-12-22 - 4:19:01 PM GMT
-  Email viewed by Kurt Schobe (kurtshobe@steelskarecrow.com)
2023-12-22 - 4:36:21 PM GMT
-  Document e-signed by Kurt Schobe (kurtshobe@steelskarecrow.com)
Signature Date: 2023-12-22 - 4:37:20 PM GMT - Time Source: server
-  Agreement completed.
2023-12-22 - 4:37:20 PM GMT





CITY OF HAYSVILLE

ACTION REQUEST FORM

To: Deputy Administrative Officer

Date: 5/26/21

Address of Request: 7106 S Broadway

(please complete a separate form for each property)

The following action is being requested:

Complaints from council members, one fb message, one email sent to the webpage
and one telephone complaint about the property.

Please:

Check into this

Contact me to discuss this

further by phone or email (circle one)

Get me information regarding this

Other

Submitted By:

Name: Georgie Carter

Phone #: _____

Email _____

FIRST RESPONSE:

Remarks from staff:

3/14/23 - Kirkhart did not appear in court, a warrant has been issued.

5/3/23 - The warrant has not been served. Phone num.we have found do not work.

5/8/23 - Warrant was served today, court date is set for 5/9/23.

5/9/23 - Charged fines and fees. Put on probation. Review date set 7/11. If the
property is not cleaned up the judge will revoke his probation and enforce the jail time.

Signature: _____

Date: _____

UPDATE:

Remarks from staff

7/7/23 - An appeal was filed to district court 14 days after he entered a plea. It was set
for trial/appearance in June and set for trial in September.

9/5/23 - Set for jury trial on October 10.

10/2/23 - Defense counsel is continuing the jury trial. We are waiting on a new court
date.

10/10/23 - Continued to 1/29/24. It will go to jury trial that day.

Signature: Georgie Carter

Digitally signed by Georgie Carter
Date: 2021.08.18 11:55:30 -0500

Date: 10/3/23

