



**AGENDA  
CITY COMMISSION MEETING  
Tuesday, February 6, 2024  
1:00 PM**

**City Administrative Center, 301 N. 8th Street**

**I. Note:**

**Pre-Meeting at 11:00 a.m. – 11:45 a.m., located in the Meeting Room at the City Administrative Center for a presentation by PEC Engineers on Street Inventory/Condition & Maintenance Plan. Administrative staff will be present and the pre-meeting is open to the public.**

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

**III. PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION**

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

A. January 16, 2024 Commission Meeting minutes

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

**VI. CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES**

A. The Governing Body is asked to consider and allow the Mayor to proclaim February 1, 2024 as Randy Ralston Day in Garden City, Kansas.

**VII. REPORT OF THE CITY MANAGER**

A. The City of Garden City was well represented at the Kansas Recreation and Parks Association Annual Conference Awards Luncheon in Wichita, KS on January 31, 2024. Parks and Recreation Director Ticia Herd was elected to the 2024 KRPA Board of Directors and former City Commissioner Deborah Oylar was named the 2023 KRPA Distinguished Elected Official! Congratulations to Ticia and Deb!

B. Congratulations to the City of Garden City on the occasion of receiving the Certificate of Achievement for Excellence in Financial Reporting for 2022!

C. A Sales Tax Oversight Board member will present the 2023 Sales Tax Oversight Board Annual Report to the Governing Body.

- D. Court and Defendant Coordinator Beltran will present the Municipal Court 2023 End of Year Report.
- E. Presentation of the December 2023 and end of year 2023 Activity Reports from the Garden City Fire Department.
- F. Presentation of the December 2023 Master Activity Report from the Garden City Police Department.
- G. Presentation of the January 2024 Monthly Sales Tax Reports from Service and Finance.

## **VIII. MEETINGS OF NOTE**

- February 5, 2024 - Southwest Kansas Chambers Night Out in Topeka at the Beacon from 4:00 - 7:00 p.m.
- February 15, 2024 - City Commission training with Mike Conduff at the City Administrative Center from 8:30 a.m. - 1:30 p.m.
- February 16, 2024 - Garden City Area Chamber of Commerce Legislative Coffee at Garden City Community College at Beth Tedrow Student Center at 10:00 a.m.
- February 21, 2024 - Garden City Area Chamber of Commerce breakfast at the Clarion Inn at 7:10 a.m.
- February 28, 2024 - Finney County Economic Development Corporation Board meeting at the City Administrative Center, Commission Chambers at 7:30 a.m.
- March 8, 2024 - Governing Body Goal Setting Retreat at the Fynnup Center from 8:30 a.m. - 5:00 p.m.

## **IX. CONSIDERATION OF APPROPRIATION ORDINANCE**

- A. Appropriation Ordinance No. 2596-2024A

## **X. CONSIDERATION OF ORDINANCES AND RESOLUTIONS**

- A. The Governing Body is asked to consider and approve an ordinance to annex real property located at east Mary Street and E. Highway 156.
  - 1. Ordinance No. \_\_\_\_\_ - 2024, an ordinance annexing land to the City of Garden City, Kansas, pursuant to Subsections (a)(2) and (7) of K.S.A. 12-520.
- B. The Governing Body is asked to consider and approve an Environmental Nuisance Resolution.
  - 1. Resolution No. \_\_\_\_\_-2024, a resolution authorizing the removal of nuisance conditions from the property listed below in the City pursuant to Section 38-139 of the Code of Ordinances of the City of Garden City, Kansas (314 N 13th Street - Indoor appliances and a couch located outside of the property).
- C. The Governing Body is asked to consider and approve an Environmental Nuisance Resolution.

1. Resolution No. \_\_\_\_\_-2024, a resolution authorizing the removal of nuisance conditions from the property listed below in the City pursuant to Section 38-139 of the Code of Ordinances of the City of Garden City, Kansas (307 N. 12th Street - A vending machine and other misc. items located outside of the property).
- D. The Governing Body is asked to consider and approve a Motor Vehicle Nuisance Resolution.
1. Resolution No. \_\_\_\_\_-2024, a resolution authorizing the removal of motor vehicle nuisances from certain properties in the City of Garden City, Kansas, pursuant to Section 38-63 of the Code of Ordinances of the City of Garden City, Kansas (611 W Fulton St. - A grey vehicle and a blue vehicle).

## **XI. OLD BUSINESS**

## **XII. NEW BUSINESS**

- A. The Governing Body is asked to consider and approve the Planning & Development Consultant Agreement between the City of Garden City and Finney County.
- B. The Governing Body is asked to consider and approve the distribution of the Downtown Development Funds for 325 North Main Street.
- C. The Governing Body is asked to consider and appoint Carlos Murillo, representing Social Services and Hazel Elliott representing State Parole on the Adult Community Corrections Advisory Board for a two-year term from February 2024 to January 2026.

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

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

1. The Governing Body is asked to consider and approve the second half 2023 semi-annual report for the Community Development Block Grant (CDBG) Revolving Loan Fund on behalf of Great Plains Development, Inc.
2. The Governing Body is asked to consider and approve Work Order No. 24-01 from Professional Engineering Consultants, P.A. (PEC) for engineering services to replace the Ultra-Violet (UV) Disinfection System at the Wastewater Treatment Plant (WWTP) for a fee of \$76,000.00.
3. The Governing Body is asked to consider and approve Work Order No. 24-02 from Professional Engineering Consultants, P.A. (PEC) for engineering services to replace the Polymer Feed System at the Wastewater Treatment Plant (WWTP) for a fee of \$62,300.00.

4. The Governing Body is asked to consider and approve the purchase of snow removal equipment for Lee Richardson Zoo and the Garden City Regional Airport from Professional Turf Products for a total cost of \$128,283.92.
5. The Governing Body is asked to consider and approve the contractor licenses for February 06, 2024.
6. The Governing Body is asked to consider and approve the 2024 Cereal Malt Beverage License Renewals.

### **XIII. CITY COMMISSION REPORTS**

A. Commission Cessna

B. Commissioner Landgraf

C. Commissioner Nguyen

D. Mayor Ortiz

E. Commissioner Unruh

### **XIV. OTHER ENTITIES**

Presentation of the minutes from the Public Safety Advisory Board meeting held on November 21, 2023.

### **XV. ADJOURN**





## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Tyler Patterson, Public Works Operations Manager  
**DATE:** February 6, 2024  
**RE:** Pre-Meeting - PEC Presentation - Street Inventory/Condition & Maintenance Plan

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### **ISSUE:**

Pre-Meeting at 11:00 a.m. – 11:45 a.m., located in the Meeting Room at the City Administrative Center for a presentation by PEC Engineers on Street Inventory/Condition & Maintenance Plan. Administrative staff will be present and the pre-meeting is open to the public.

### **BACKGROUND:**

On February 21, 2023, the Governing Body approved the Request For Proposal (RFP) regarding a Comprehensive Street Inventory & Evaluation assessment. A five-member team was formed to review the three proposals received to review the proposals and ensure that each met all the scope of work criteria requested. On May 16, 2023, staff recommended, and the Governing Body approved the proposal from Professional Engineering Consultants (PEC) for \$89,630. Staff from PEC will present the evaluation and recommend the next steps based on the information in person.

### **ATTACHMENTS:**

Description	Upload Date	Type
PEC Presentation	2/2/2024	Backup Material



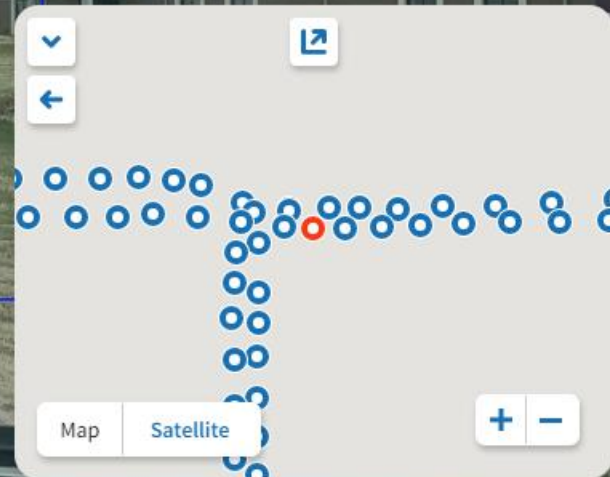
**STREET INVENTORY,  
EVALUATION &  
MAINTENANCE**

# PROJECT HISTORY

1. PAVEMENT EVALUATION
2. QA/QC
3. ANALYSIS
- 4. PLANNING**
5. IMPLEMENTATION



**TRANSCONOMY**  
TRANSPORTATION MEETS INNOVATION



# Asphalt PASER

Modified for Michigan TAMC Data Collection

◆ Denotes Priority Distress

	Asphalt 10	Asphalt 9	Asphalt 8
Good	New construction (< 1 year old) No defects <u>Recent base improvement</u> <i>Possible Action:</i> <i>Proactive Preventative Maintenance (PPM)</i>	Like new condition (> 1 year old) No defects <u>Recent overlay with or without a crush and shape</u> <i>Possible Action:</i> <i>PPM</i>	◆ Transverse cracks: > 40' apart Cracks: tight (hairline) or sealed Longitudinal cracks: few, on joints <u>Recent seal coat or slurry seal (*see below)</u> <i>Possible Action:</i> <i>Crack seal or PPM</i>
Fair	◆ Transverse cracks: 10'-40' apart Cracks: open < ¼" Crack erosion: none or little Surface raveling: none or little Patches: none or few in excellent condition <u>First signs of wear</u> <i>Possible Action:</i> <i>Maintain with crack seal, fog seal</i>	◆ Transverse cracks: < 10' apart ◆ Block cracking: 6'-10' Blocks (large, stable) Cracks open ¼" – ½" Surface raveling: slight Patches: few in good condition Polishing or flushing: slight, moderate <u>Sound structural condition</u> <i>Possible Action:</i> <i>Maintain with sealcoat</i>	◆ Block cracking: 1' – 5' blocks ◆ Longitudinal cracks: first signs, at edge ◆ Secondary cracks: first signs Cracks open > ½" Surface raveling: moderate Patching or wedging: good condition Polishing & flushing: extensive, severe <u>Sound structural condition</u> <i>Possible Action:</i> <i>Maintain with sealcoat or thin overlay</i>
Poor	◆ Block cracking: < 1' blocks ◆ Wheel-path cracking (longitudinal) ◆ Rutting: ½" - 1" deep Transverse cracks: slight erosion Longitudinal cracks: slight erosion Surface raveling: severe Patches: fair condition <u>First signs of structural weakening</u> <i>Possible Action:</i> <i>Structural overlay &gt; 2"</i> <i>Underseal</i>	◆ Block cracking: severe (like alligator) ◆ Alligator cracking: initial, < 25% ◆ Rutting: 1" - 2" deep Transverse cracks: extensive erosion Longitudinal cracks: extensive erosion Patches: fair/poor condition Potholes: occasional <i>Possible Action:</i> <i>Structural overlay &gt; 2"</i> <i>Patching &amp; repair prior to an overlay</i> <i>Milling to extend overlay life</i>	◆ Alligator cracks: > 25% ◆ Rutting or distortion: > 2" Cracks: closely spaced, with erosion Patches: extensive, in poor condition Potholes: frequent <i>Possible Action:</i> <i>Reconstruction with base repair</i> <i>Crush and shape</i>
			◆ Asphalt 1 Like PASER 2 but with visible base and: Surface distress: severe with loss of integrity <i>Possible Action:</i> <i>Reconstruction with base repair</i>

## General Rating Tips

**Rate surface distress, not ride quality.** Be aware of cracks in the wheel path; they can be hard to see and do not affect the ride.

**Disregard the shoulder.** Rate only the drivable pavement, edge line to edge line.

**Do not ignore reflective cracks.** Rate by assessing the type of crack (e.g. transverse, longitudinal, alligator).

**Rate the current surface condition.** If construction is in progress (i.e., work is active) but you are driving on the old surface, rate the new surface. Some barrels by the roadside is *not* construction in progress.

**Rate the lane with the worst condition** when lanes have differing conditions. For variable surface types, rate the worst lane and select it as the *Surface Subtype*.

**Rate what you see,** not what distresses you think might happen in the future.

**Rate roads with the same scrutiny** regardless of their use, ownership, or functional class.

**Rutting** often has visual cues like plow scars. Get out and measure using a straight edge and tape measure. Use caution! Rutting measurement changes are detailed in the *TAMC Data Collection Training Manual's* "Michigan-specific Asphalt Road Rating Guide" section, page 7.

**Composite Pavement** consists of a concrete pavement overlaid with asphalt; rate it based on the uppermost surface (e.g. asphalt); and note the *Surface Subtype* as composite. A repaired concrete pavement's highest rating is a 9. While it may have had concrete joint repairs, no other defects can be present and the condition is "like new". Note, this is *not* likely to occur.

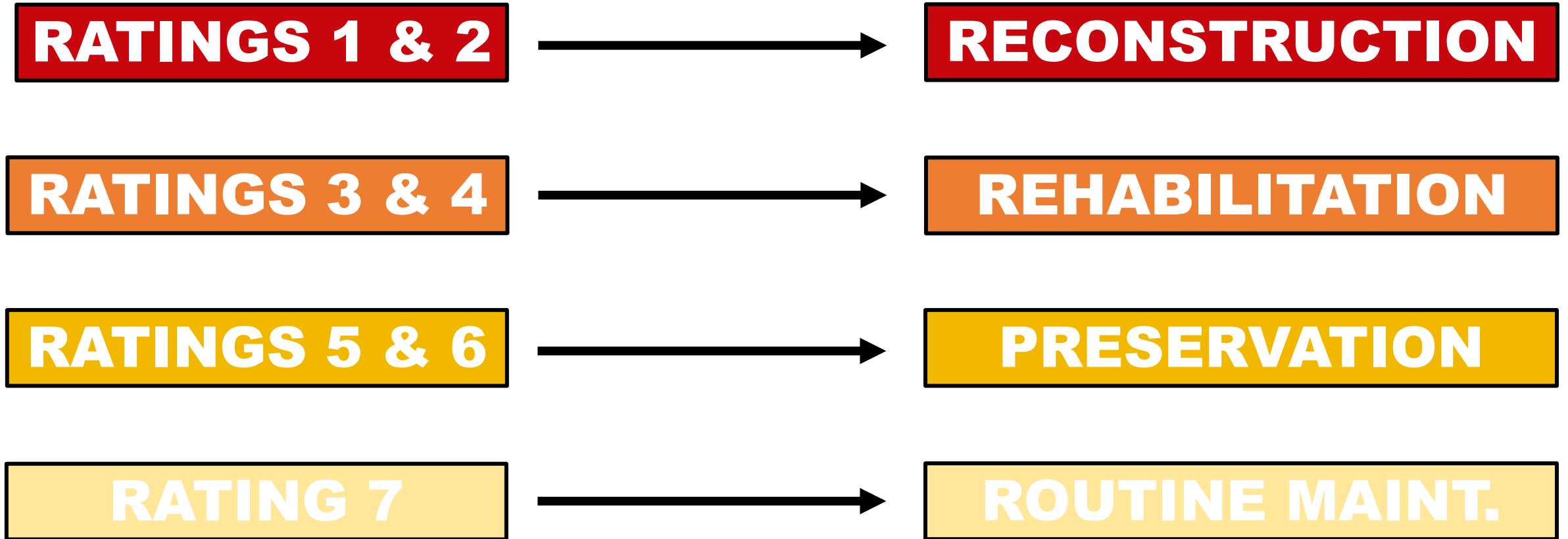
**Sealcoat pavements** are sealcoat over gravel whereas sealcoat treatment is sealcoat applied over asphalt. See pages 6-7 of the TAMC Data Collection Manual for rating sealcoat pavements. \*With proactive sealcoat treatments, do not downgrade an asphalt PASER 9 or 10 (no defects) to an asphalt PASER 8 because of the treatment. Rate it based on the distresses that are visible (see *TAMC Data Collection Training Manual's* "Proactive Sealcoat Treatments on Asphalt PASER 9" section, page 8).

# PAVEMENT EVALUATION

The Pavement Surface Evaluation and Rating Manual (PASER) provides guidelines for visually assessing and rating the condition of pavement surfaces based on distress types, severity levels, and extent values.

## RATINGS FROM 1-10

# TREATMENT RELATIVE TO RATING



**RATING 8** – LITTLE OR NO MAINTENANCE

**RATINGS 9 & 10** – NO MAINTENANCE

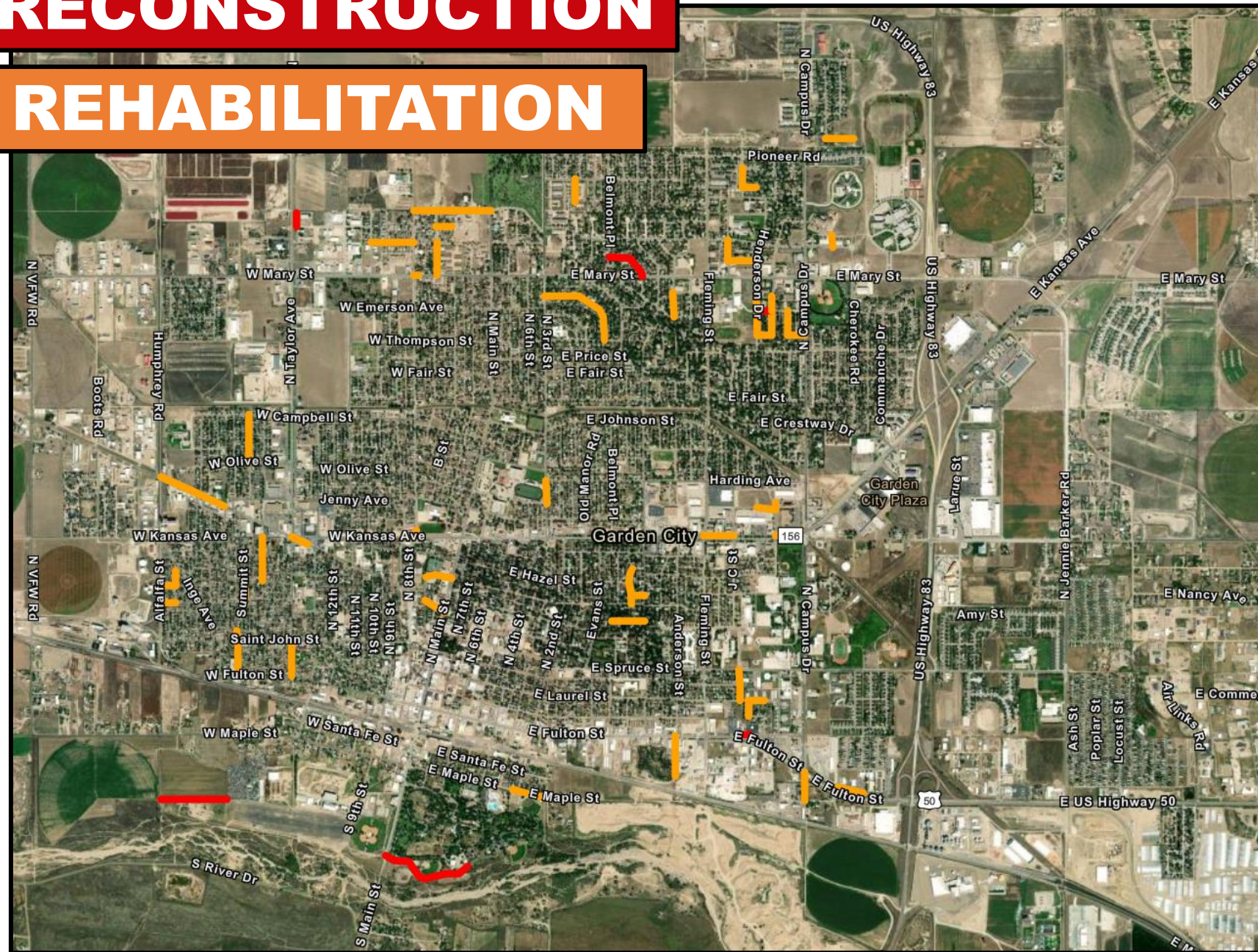


**RATINGS 1 & 2**

**RATINGS 3 & 4**

**RECONSTRUCTION**

**REHABILITATION**





# RATINGS 1 & 2



SEVERE  
DISTORTIONS

POTHOLES



ALLIGATOR  
CRACKING





# RATINGS 3 & 4



EDGE CRACKING



FAIR to POOR  
PATCHES



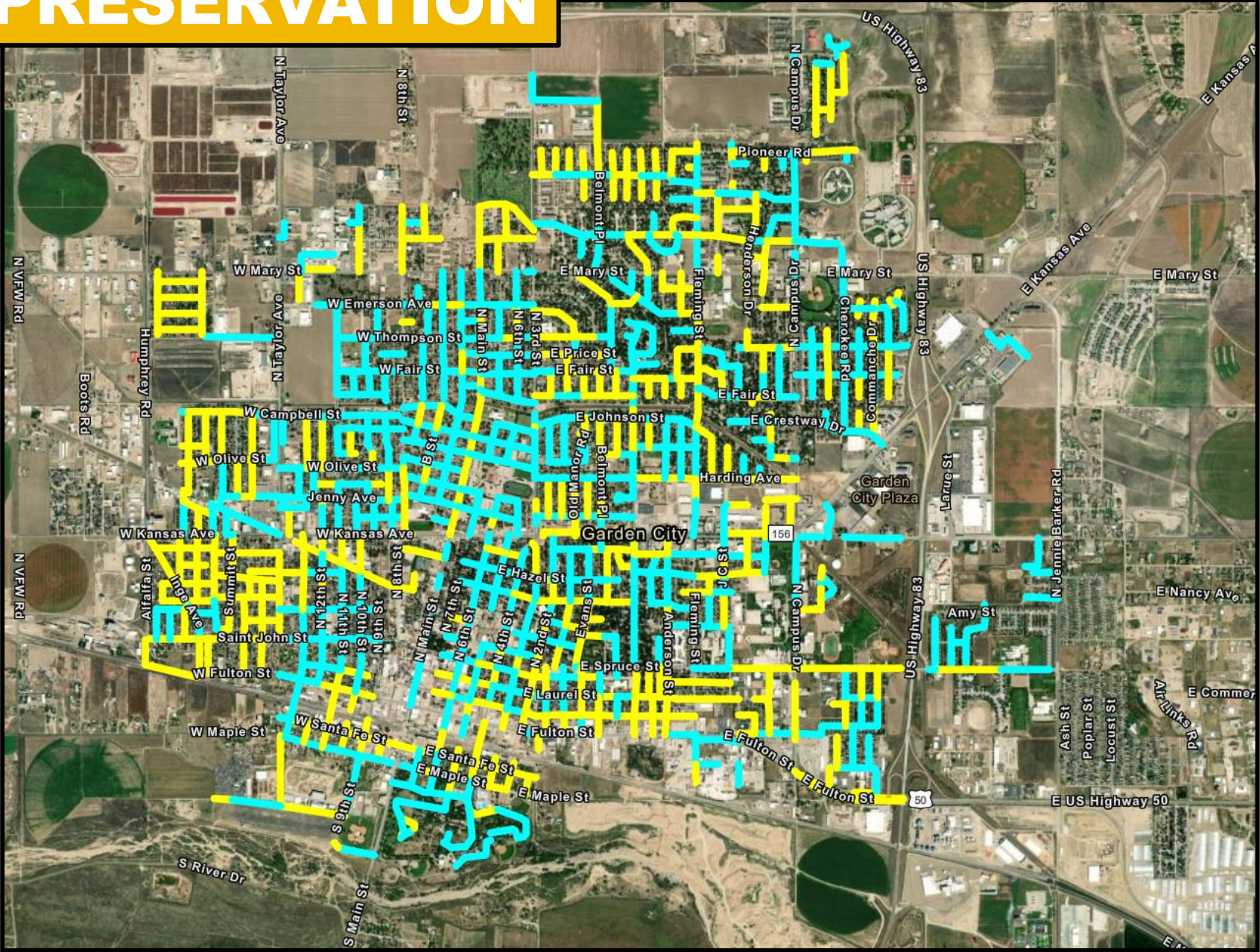
EXTENSIVE BLOCK  
CRACKING



**RATING 5**

**RATING 6**

## PRESERVATION





# RATINGS 5 & 6



SEALCOATED or CRACKED SEALCOATED BUT  
BEGINNING TO SHOW SIGNS OF DISTRESS



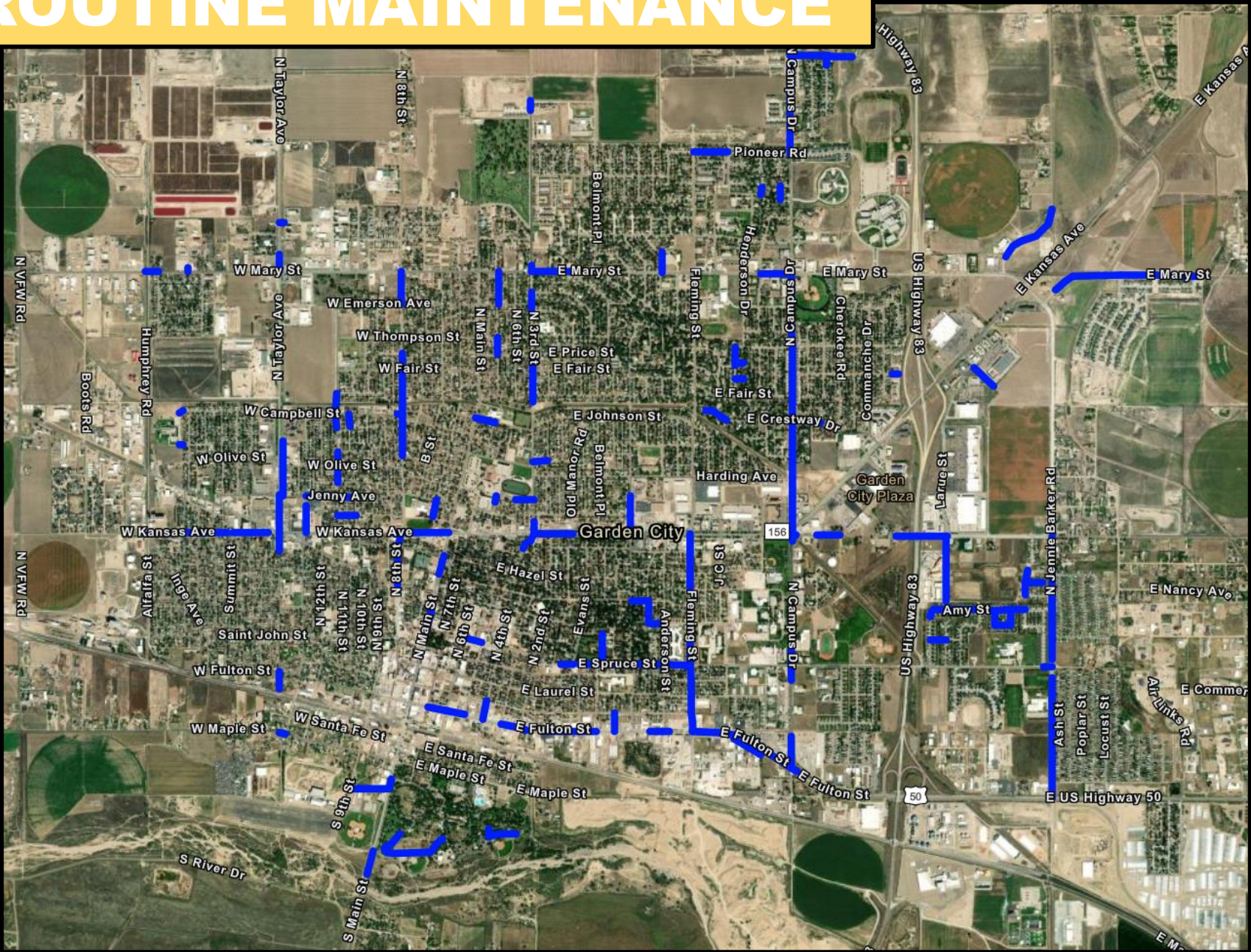
TIGHT or SEALED  
CRACKING





## RATING 7

## ROUTINE MAINTENANCE





[illegible]

**RECONSTRUCTION****REHABILITATION****PRESERVATION****ROUTINE MAINT.****RATINGS 1 & 2**

FULL PAVEMENT  
RECONSTRUCTION

**RATINGS 3 & 4**

ASPHALT OVERLAY

MILL AND OVERLAY

FULL DEPTH  
PATCHING

**RATINGS 5, 6 & 7**

SCRUB SEALING

SLURRY SEALING

CHIP SEALING

MICROSURFACING

CRACK SEALING

MASTIC SEALING

THERMAL CRACK REPAIR

**RATINGS 8, 9 & 10**

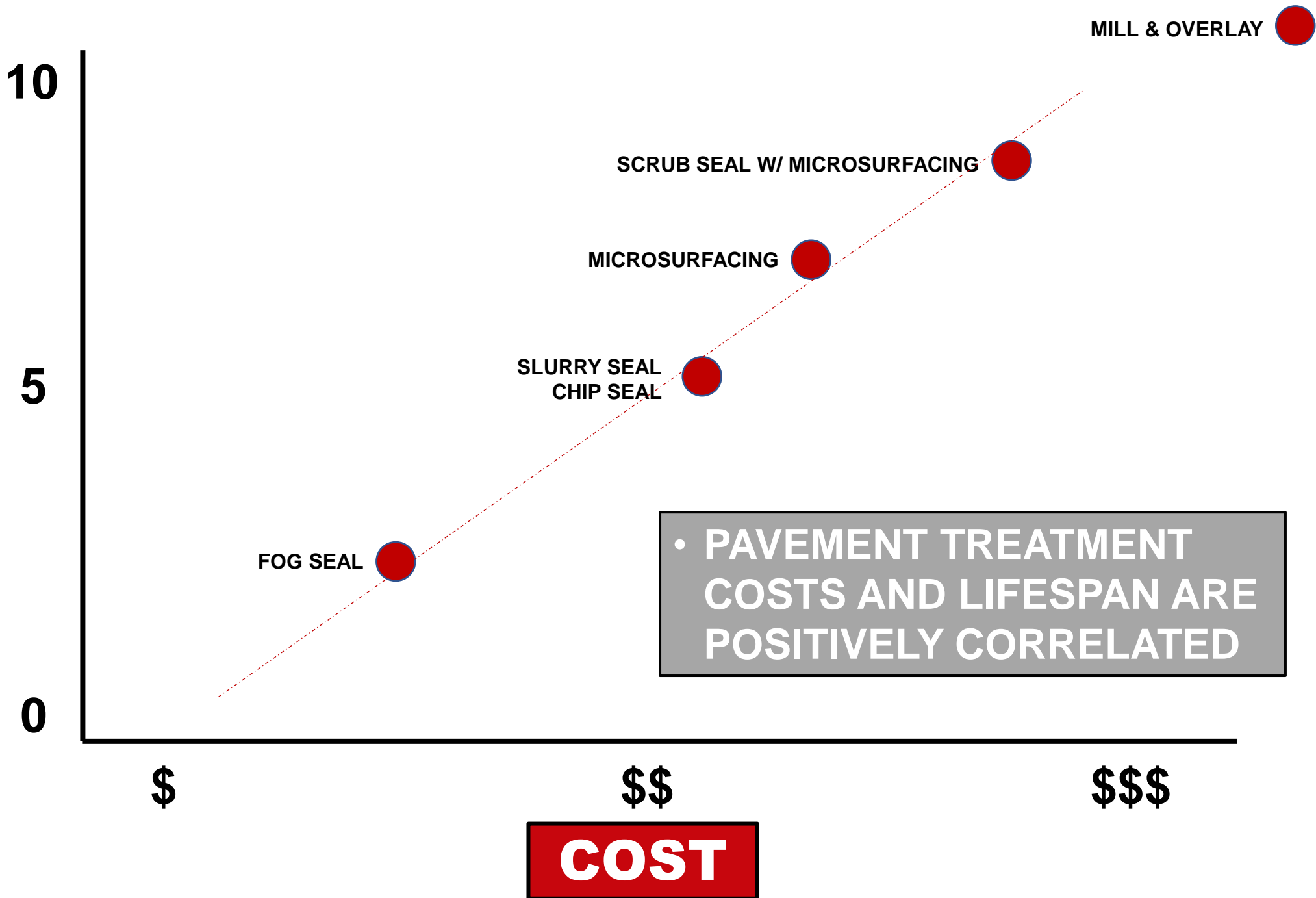
CRACK SEALING

POTHOLE FILLING

FOG SEAL



**LIFESPAN**  
(YEARS)





# FOG SEALING



**ASPHALT  
EMULSION  
+  
SPRAY  
APPLICATION**

APPLIED TO PAVEMENT  
IN GOOD CONDITION



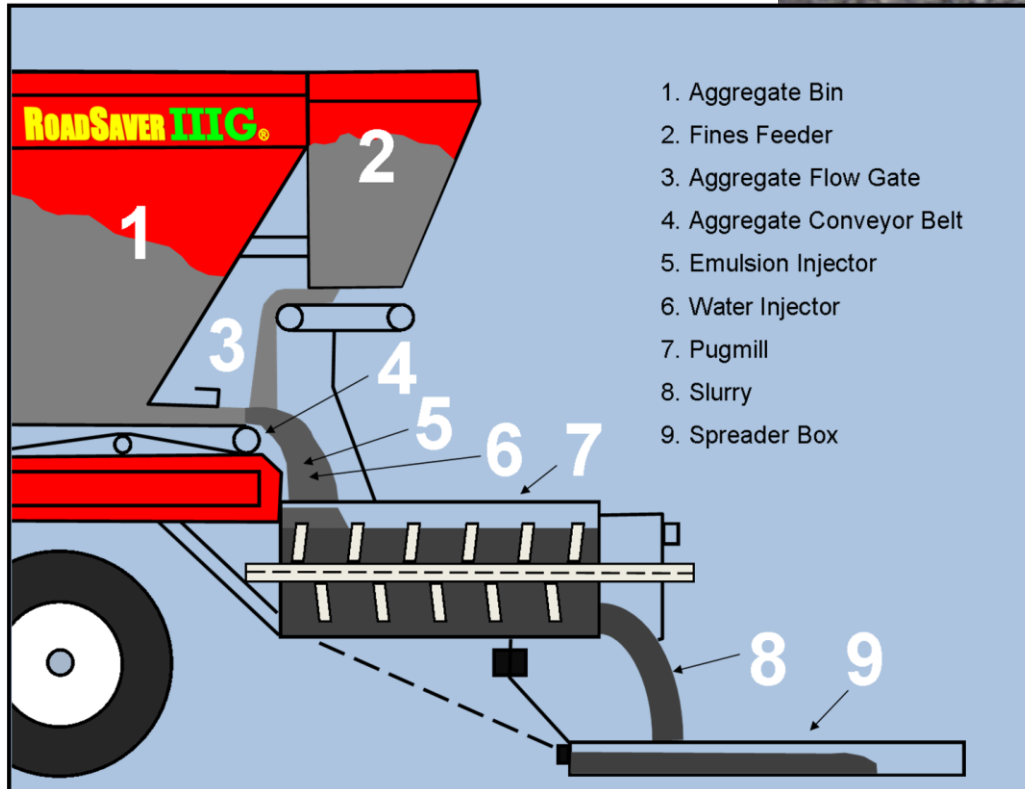
# CHIP SEALING



**ASPHALT  
BINDER  
+  
AGGREGATE  
CHIPS  
+  
ROLLED &  
EMBEDDED**



# SLURRY SEALING



**ASPHALT  
EMULSION  
+  
AGGREGATE  
+  
ADDITIVES  
+  
WATER**



# MICROSURFACING



ONE MAJOR DIFFERENCE  
BETWEEN SLURRY SEALS  
AND MICRO SURFACING  
IS THE **POLYMER**  
**MODIFICATION.**





# MILL & OVERLAY

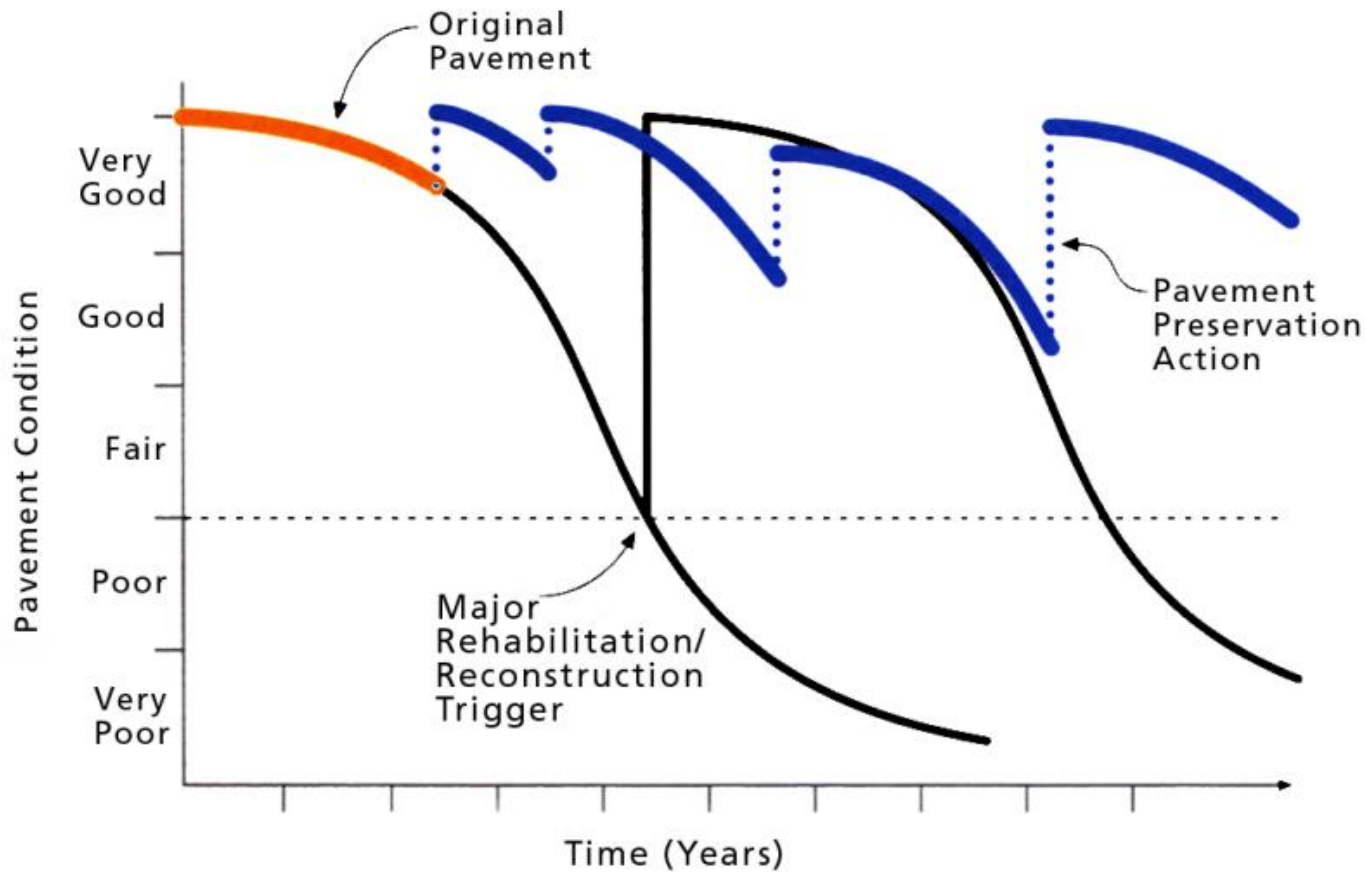


**MILL OLD PAVEMENT  
(≈2")  
+  
TACK COAT  
+  
NEW PAVEMENT (≈2")**



# MAINTENANCE PLAN

# PAVEMENT PRESERVATION STRATEGY



## PROACTIVE STRATEGY

NEW PAVEMENT  
↓  
CRACK SEAL  
↓  
SURFACE SEAL  
↓  
CRACK SEAL  
↓  
SURFACE SEAL  
↓  
MILL & OVERLAY



## REACTIONARY STRATEGY

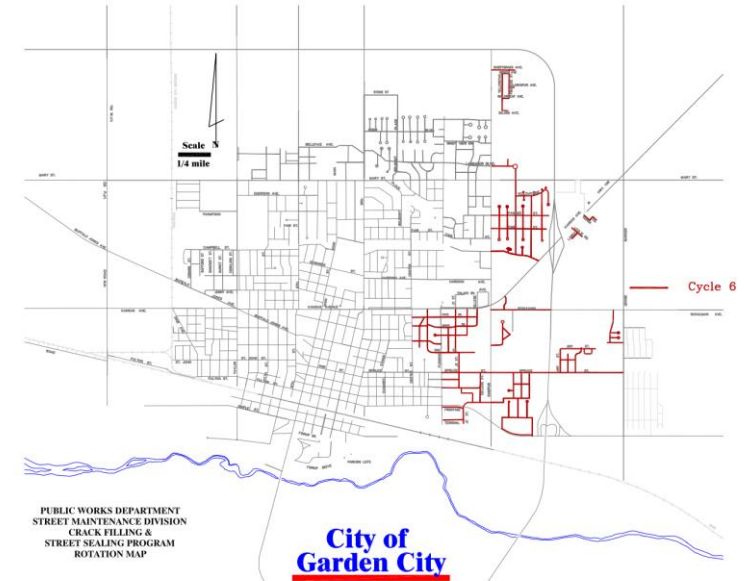
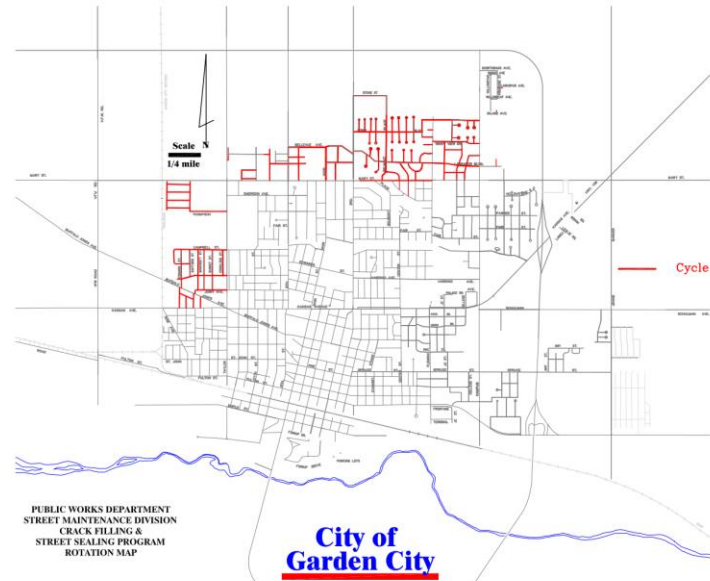
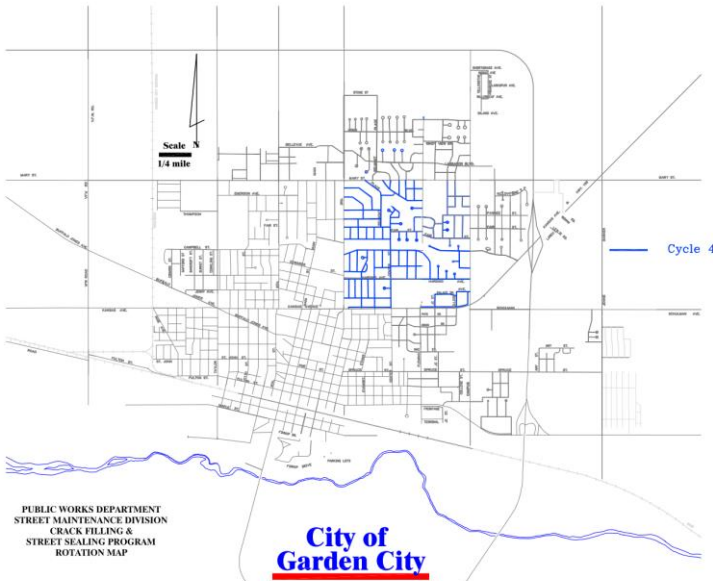
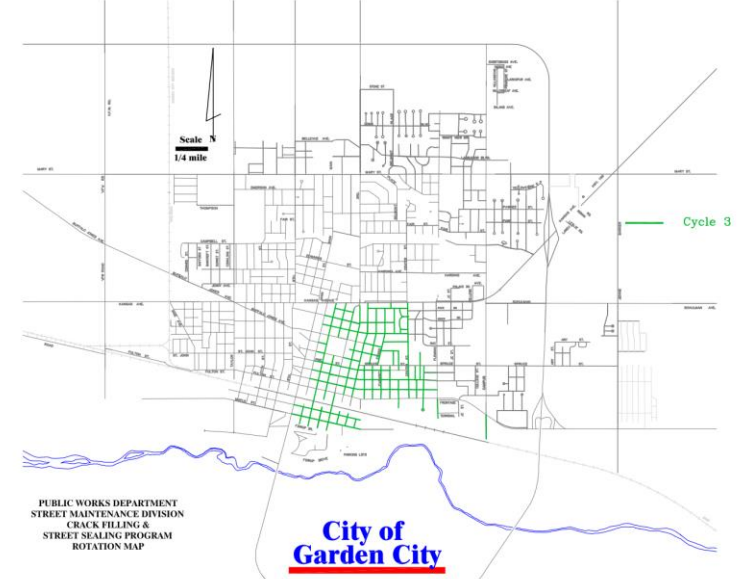
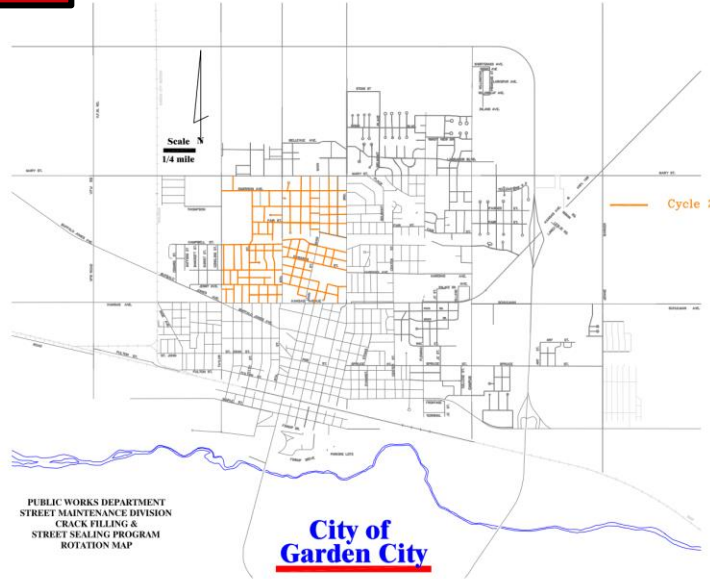
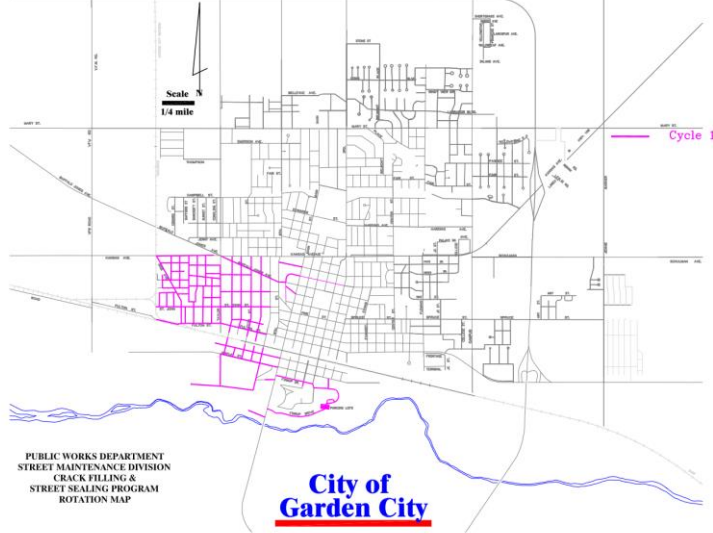
NEW PAVEMENT  
↓  
MILL & OVERLAY  
↓  
RECONSTRUCTION





# CURRENT PROGRAM

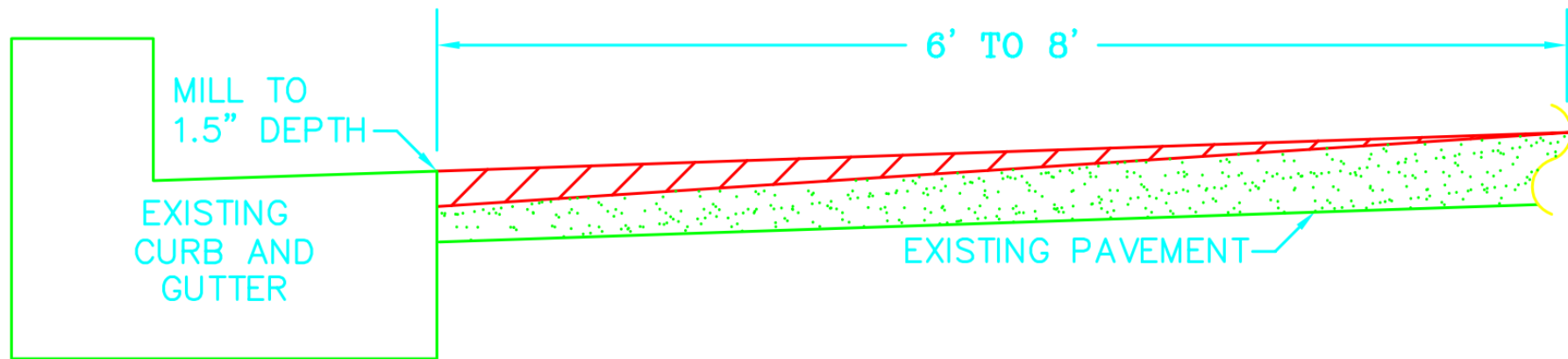
## CRACK SEALING / CHIP SEALING PROGRAM (SIX CYCLES)









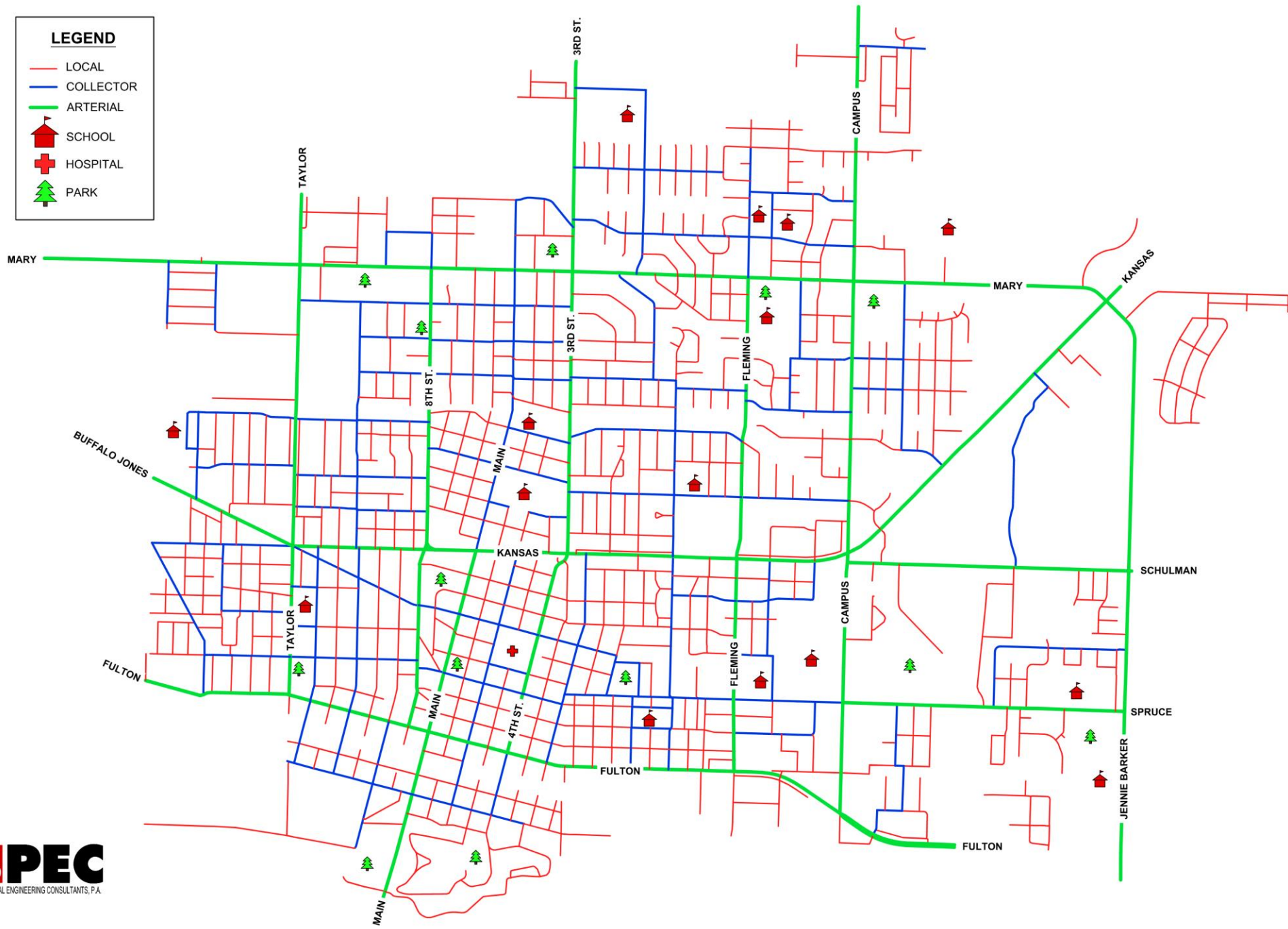


# GAMEPLAN

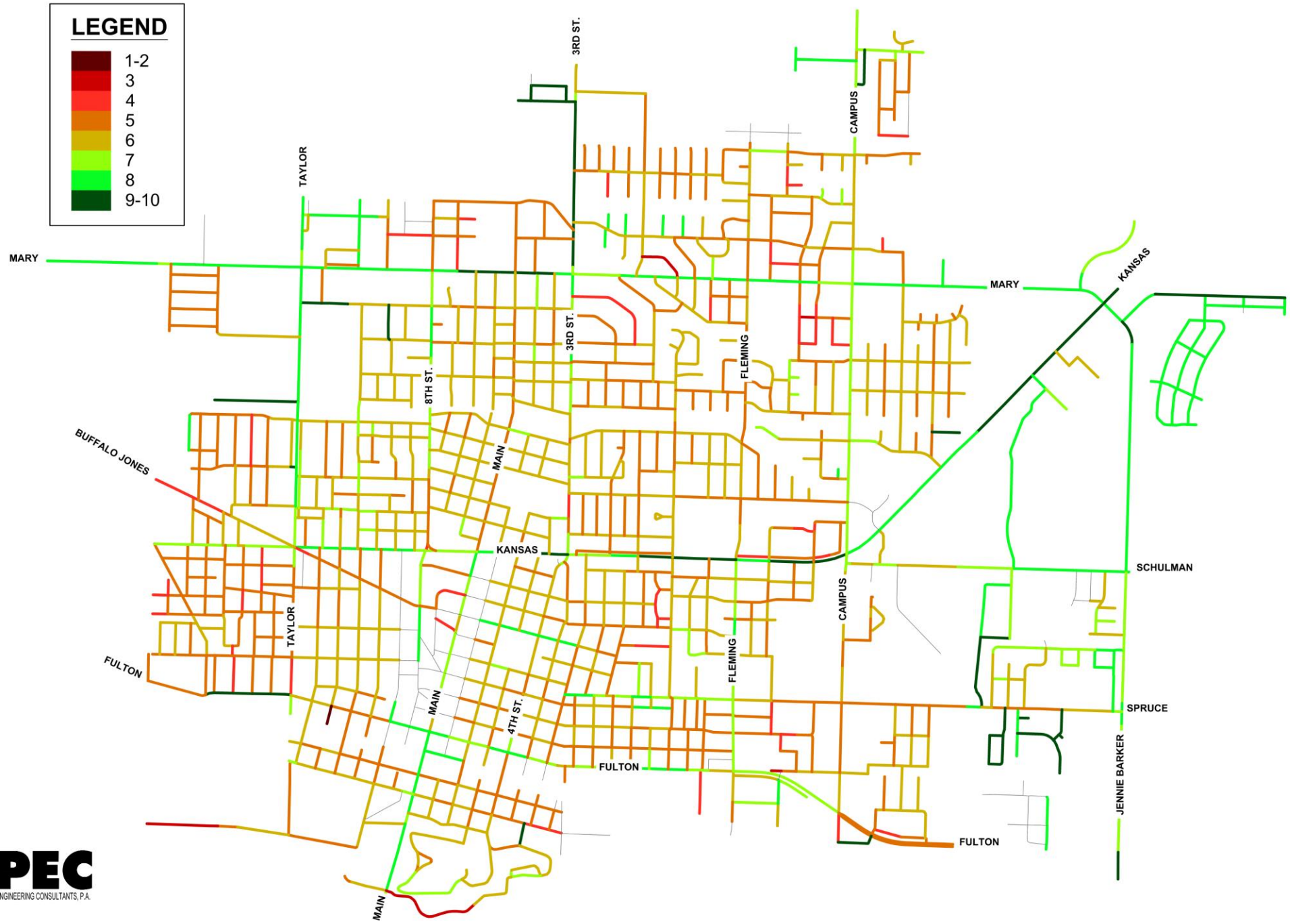
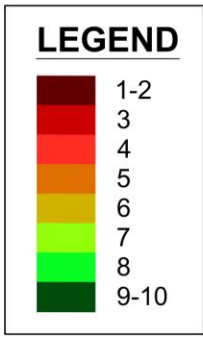
1. CONTINUE ROUTINE CHIP SEALING & CRACK SEALING BUT **SCALE BACK**
2. BEGIN TO ROUTINELY MILL & OVERLAY **COLLECTOR** STREETS

**LEGEND**

- LOCAL
- COLLECTOR
- ARTERIAL
- SCHOOL
- HOSPITAL
- PARK







CHIP SEAL IN SPRING

MILL & OVERLAY IN SUMMER

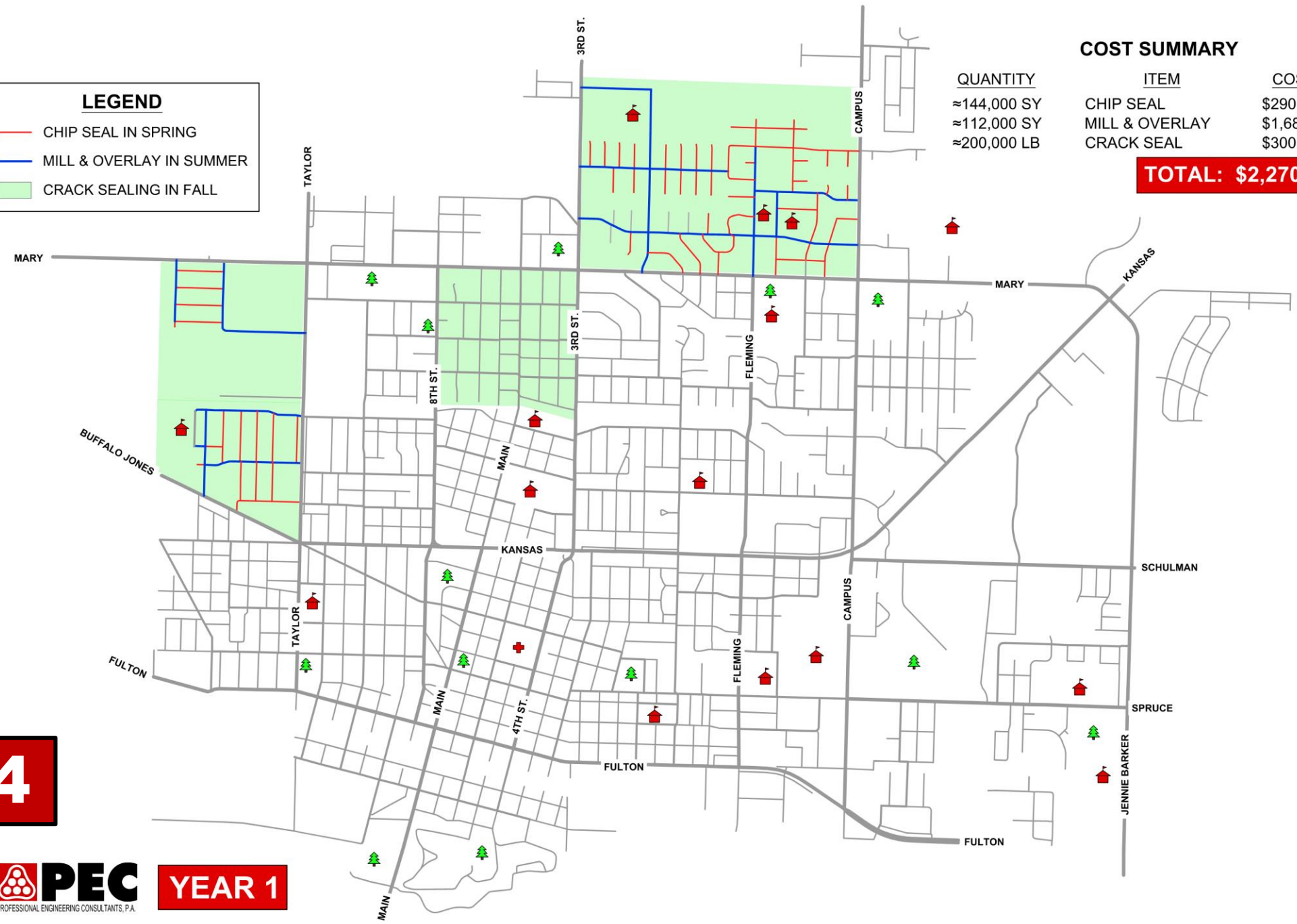
CRACK SEALING IN FALL

LEGEND

COST SUMMARY

QUANTITY	ITEM	COST
≈ 144,000 SY	CHIP SEAL	\$290,000
≈ 112,000 SY	MILL & OVERLAY	\$1,680,000
≈ 200,000 LB	CRACK SEAL	\$300,000
TOTAL: \$2,270,000		

2024



CHIP SEAL IN SPRING

MILL & OVERLAY IN SUMMER

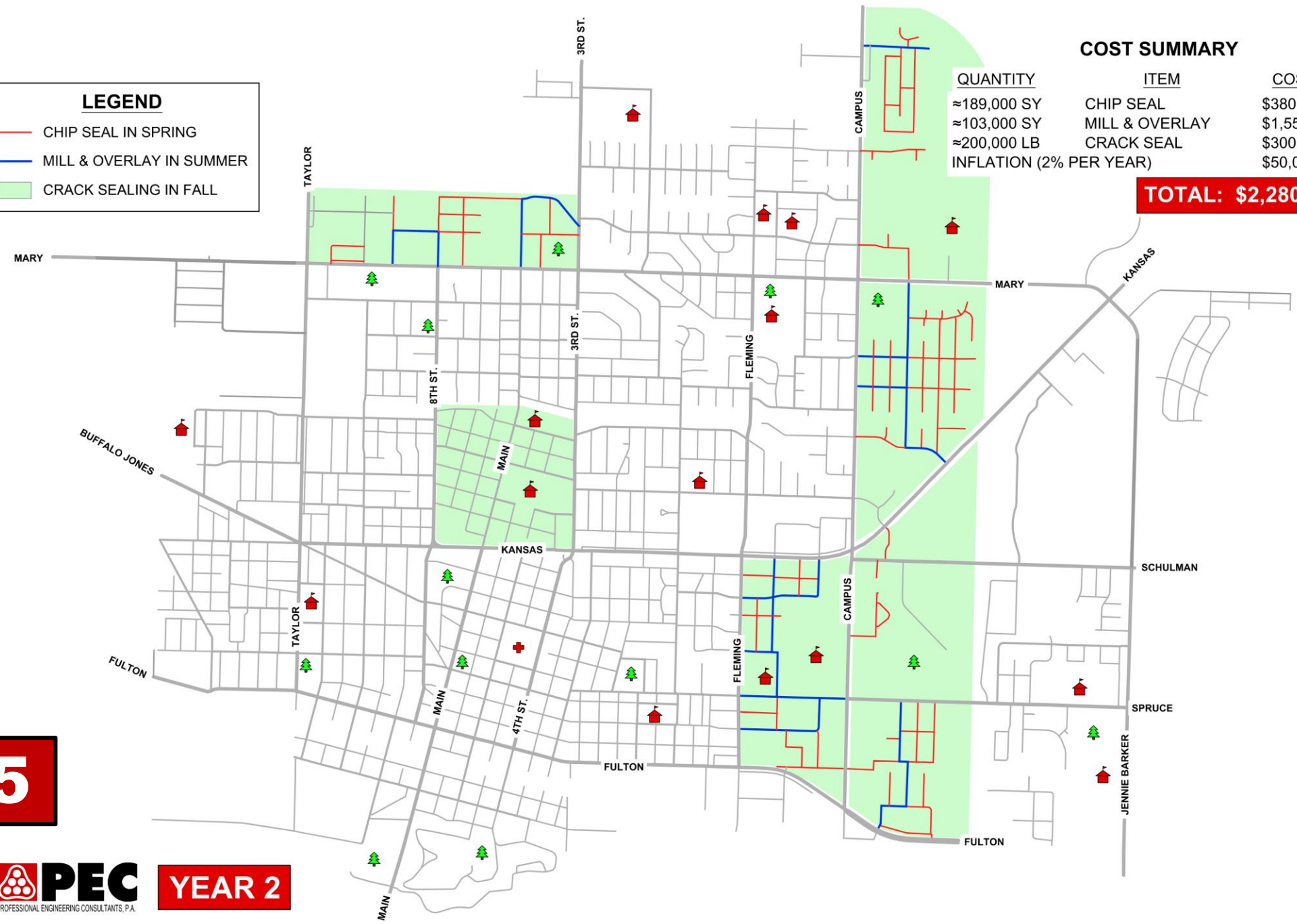
CRACK SEALING IN FALL

LEGEND

QUANTITY	ITEM	COST
≈ 189,000 SY	CHIP SEAL	\$380,000
≈ 103,000 SY	MILL & OVERLAY	\$1,550,000
≈ 200,000 LB	CRACK SEAL	\$300,000
INFLATION (2% PER YEAR)		\$50,000

TOTAL: \$2,280,000

2025





CHIP SEAL IN SPRING

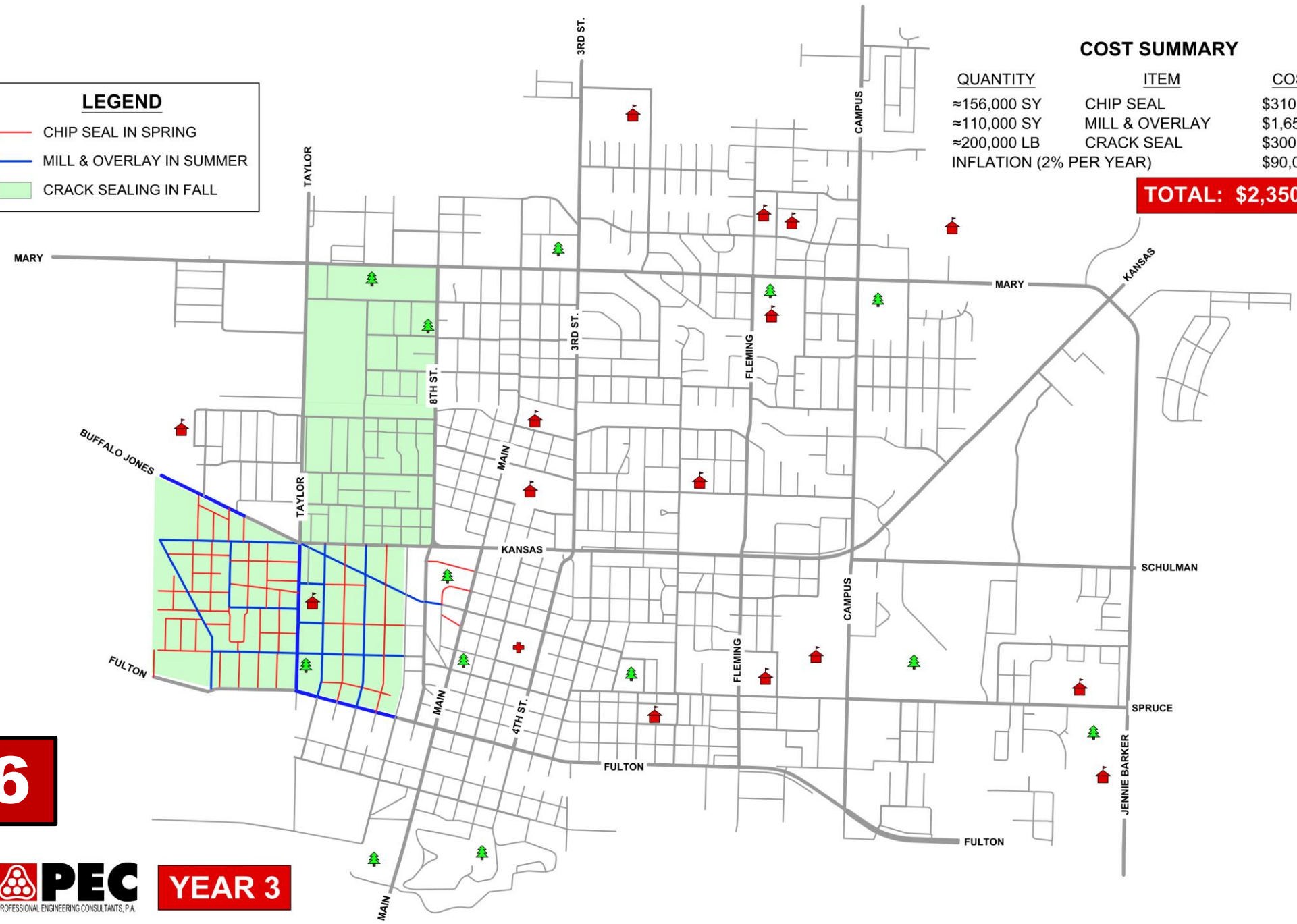
MILL & OVERLAY IN SUMMER

CRACK SEALING IN FALL

LEGEND

COST SUMMARY		
QUANTITY	ITEM	COST
≈ 156,000 SY	CHIP SEAL	\$310,000
≈ 110,000 SY	MILL & OVERLAY	\$1,650,000
≈ 200,000 LB	CRACK SEAL	\$300,000
INFLATION (2% PER YEAR)		\$90,000
		<b>TOTAL: \$2,350,000</b>

2026



CHIP SEAL IN SPRING

MILL & OVERLAY IN SUMMER

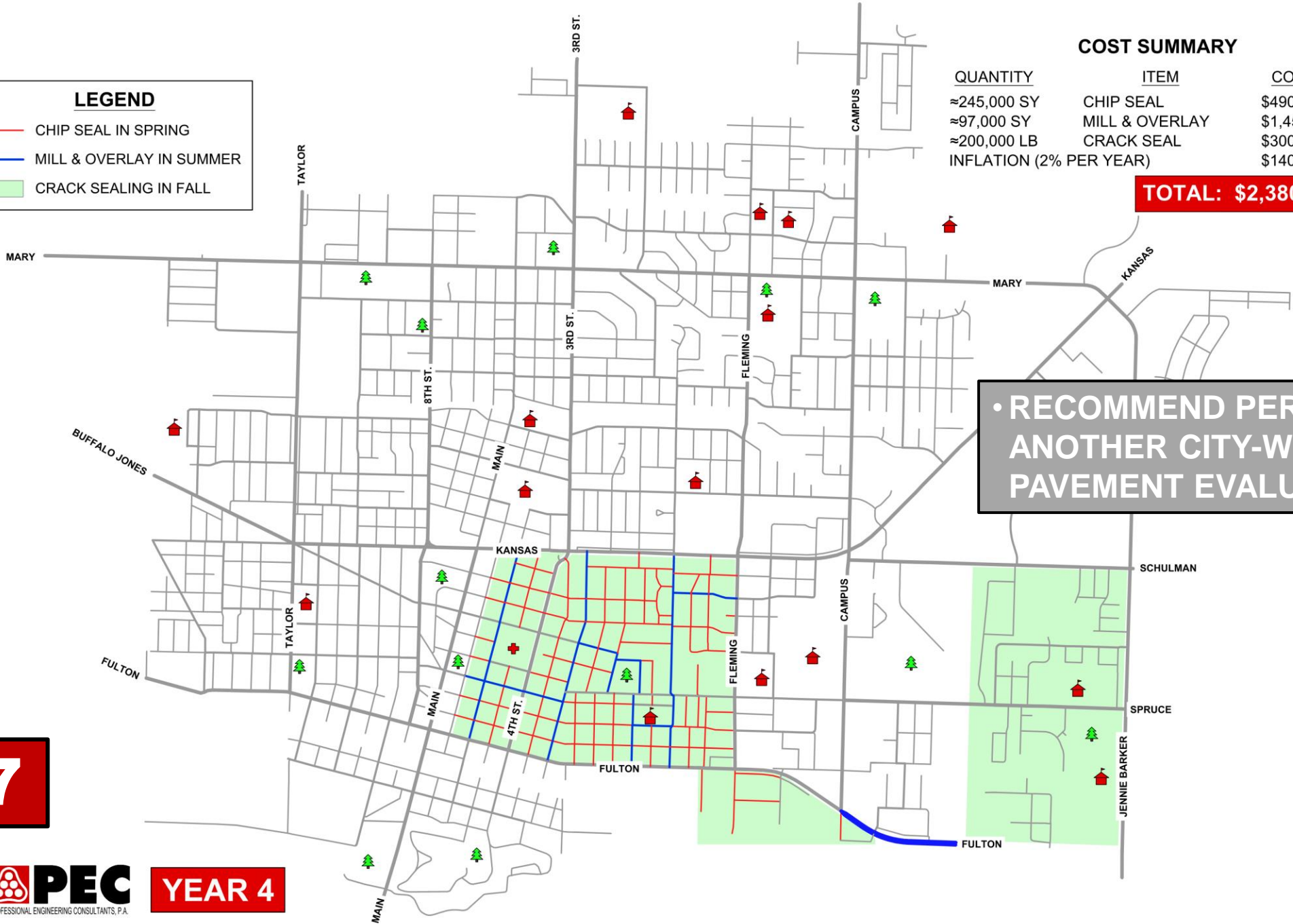
CRACK SEALING IN FALL

LEGEND

COST SUMMARY		
QUANTITY	ITEM	COST
≈245,000 SY	CHIP SEAL	\$490,000
≈97,000 SY	MILL & OVERLAY	\$1,450,000
≈200,000 LB	CRACK SEAL	\$300,000
INFLATION (2% PER YEAR)		\$140,000
		<b>TOTAL: \$2,380,000</b>

• RECOMMEND PERFORMING  
ANOTHER CITY-WIDE  
PAVEMENT EVALUATION

2027





CHIP SEAL IN SPRING

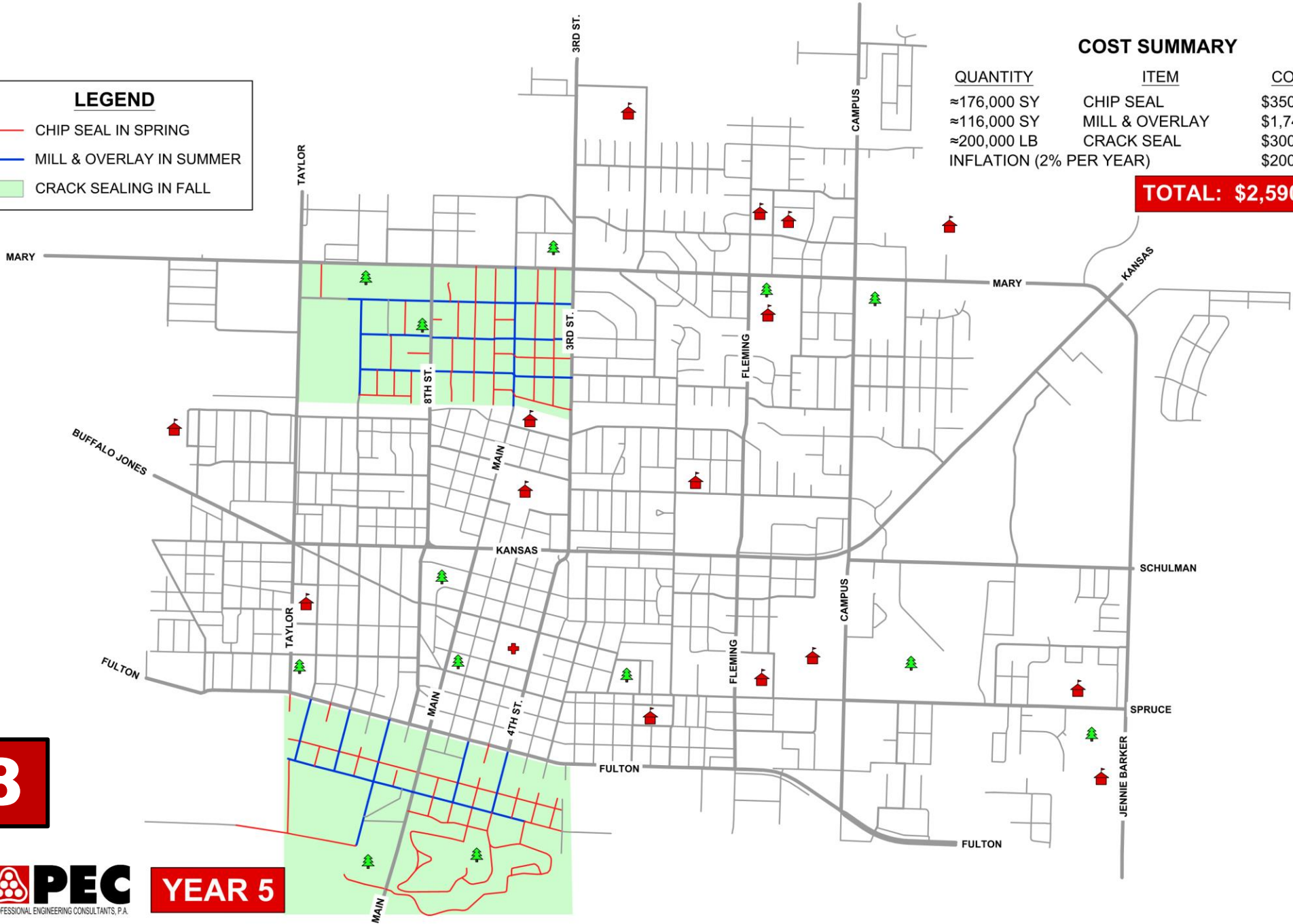
MILL & OVERLAY IN SUMMER

CRACK SEALING IN FALL

LEGEND

COST SUMMARY		
QUANTITY	ITEM	COST
≈ 176,000 SY	CHIP SEAL	\$350,000
≈ 116,000 SY	MILL & OVERLAY	\$1,740,000
≈ 200,000 LB	CRACK SEAL	\$300,000
INFLATION (2% PER YEAR)		\$200,000
		<b>TOTAL: \$2,590,000</b>

2028



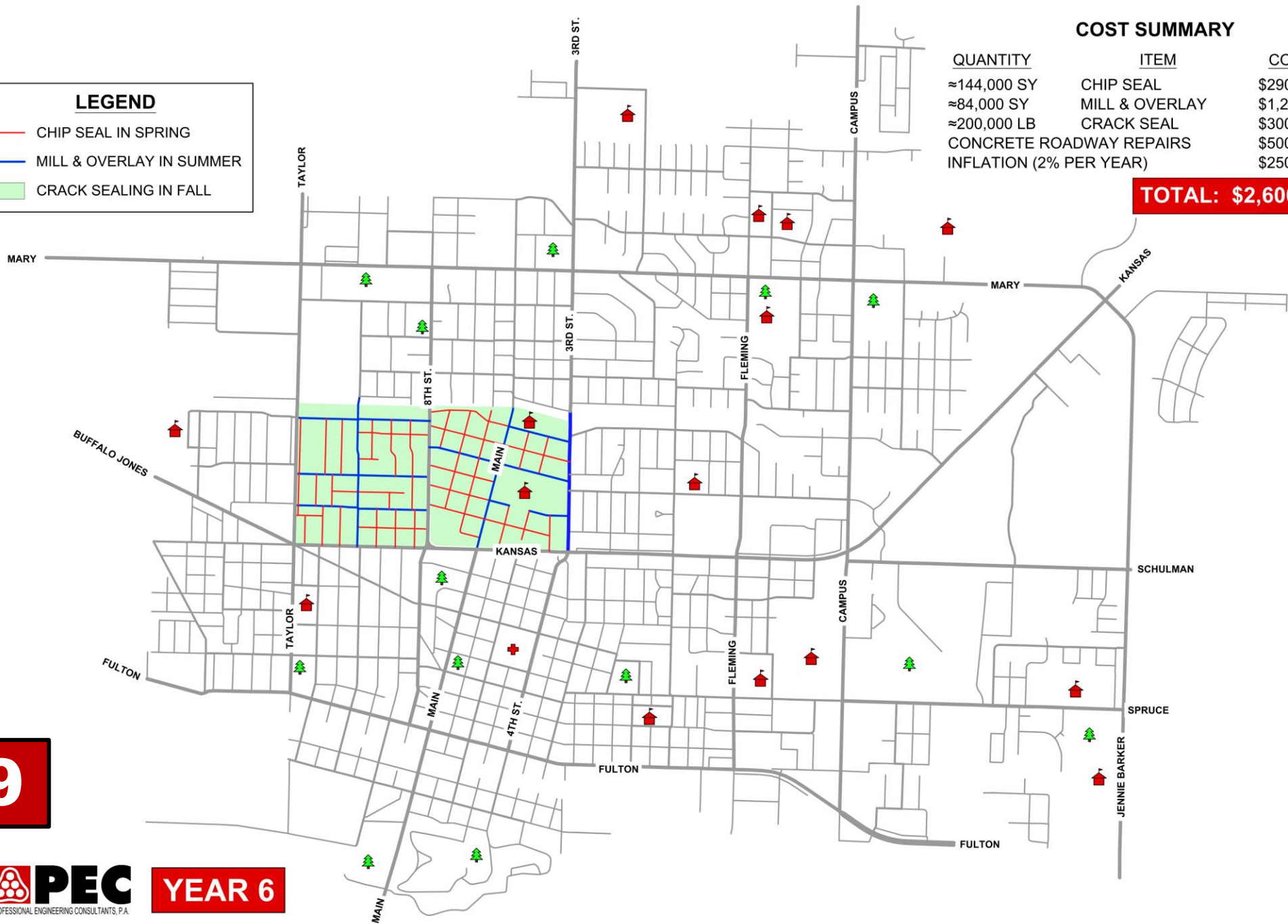
CHIP SEAL IN SPRING

MILL & OVERLAY IN SUMMER

CRACK SEALING IN FALL

LEGEND

QUANTITY	ITEM	COST
≈144,000 SY	CHIP SEAL	\$290,000
≈84,000 SY	MILL & OVERLAY	\$1,260,000
≈200,000 LB	CRACK SEAL	\$300,000
CONCRETE ROADWAY REPAIRS		\$500,000
INFLATION (2% PER YEAR)		\$250,000
		<b>TOTAL: \$2,600,000</b>



2029



CHIP SEAL IN SPRING

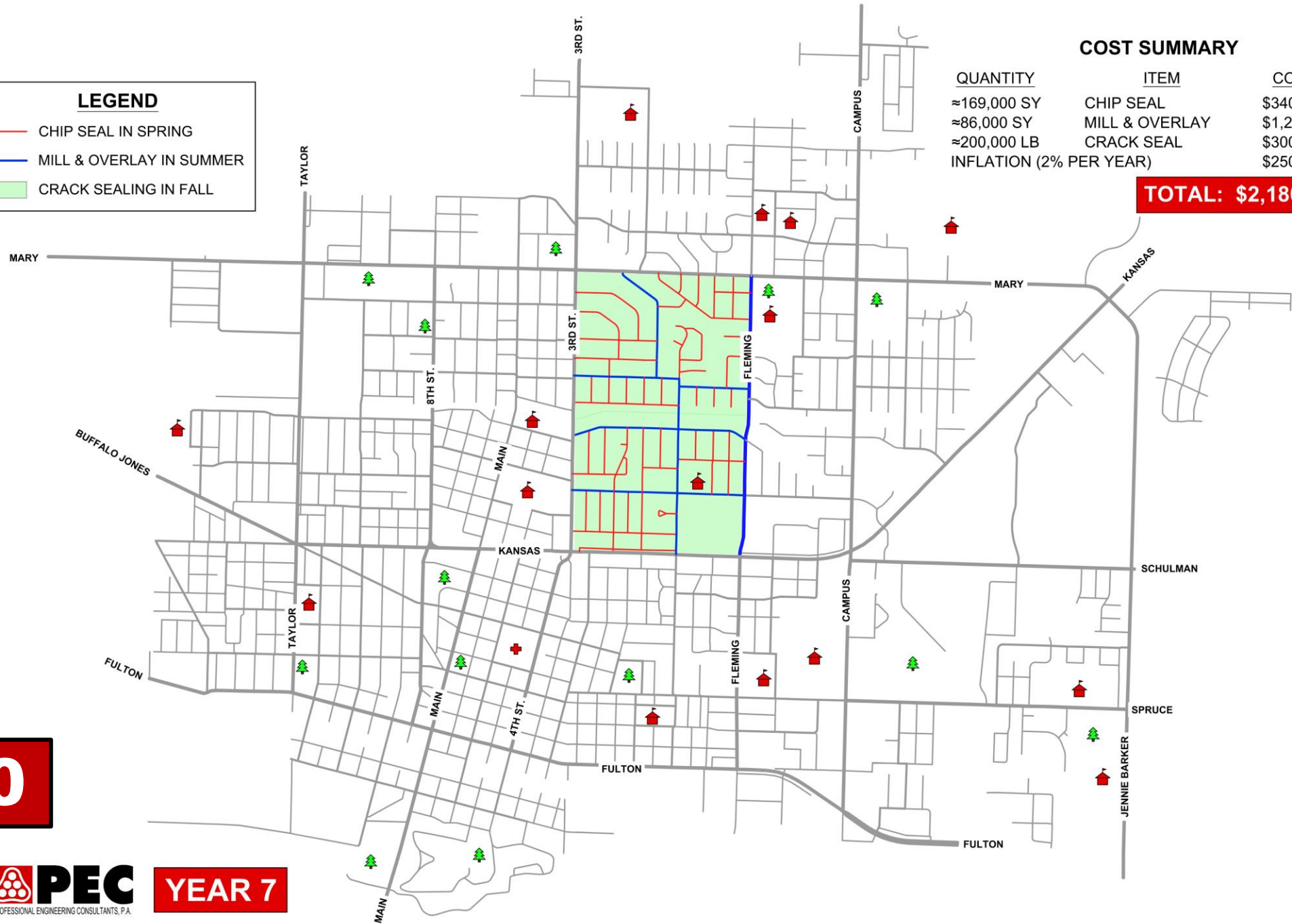
MILL & OVERLAY IN SUMMER

CRACK SEALING IN FALL

LEGEND

QUANTITY	ITEM	COST
≈ 169,000 SY	CHIP SEAL	\$340,000
≈ 86,000 SY	MILL & OVERLAY	\$1,290,000
≈ 200,000 LB	CRACK SEAL	\$300,000
INFLATION (2% PER YEAR)		\$250,000
		<b>TOTAL: \$2,180,000</b>

2030



**LEGEND**

- CHIP SEAL IN SPRING
- MILL & OVERLAY IN SUMMER
- CRACK SEALING IN FALL

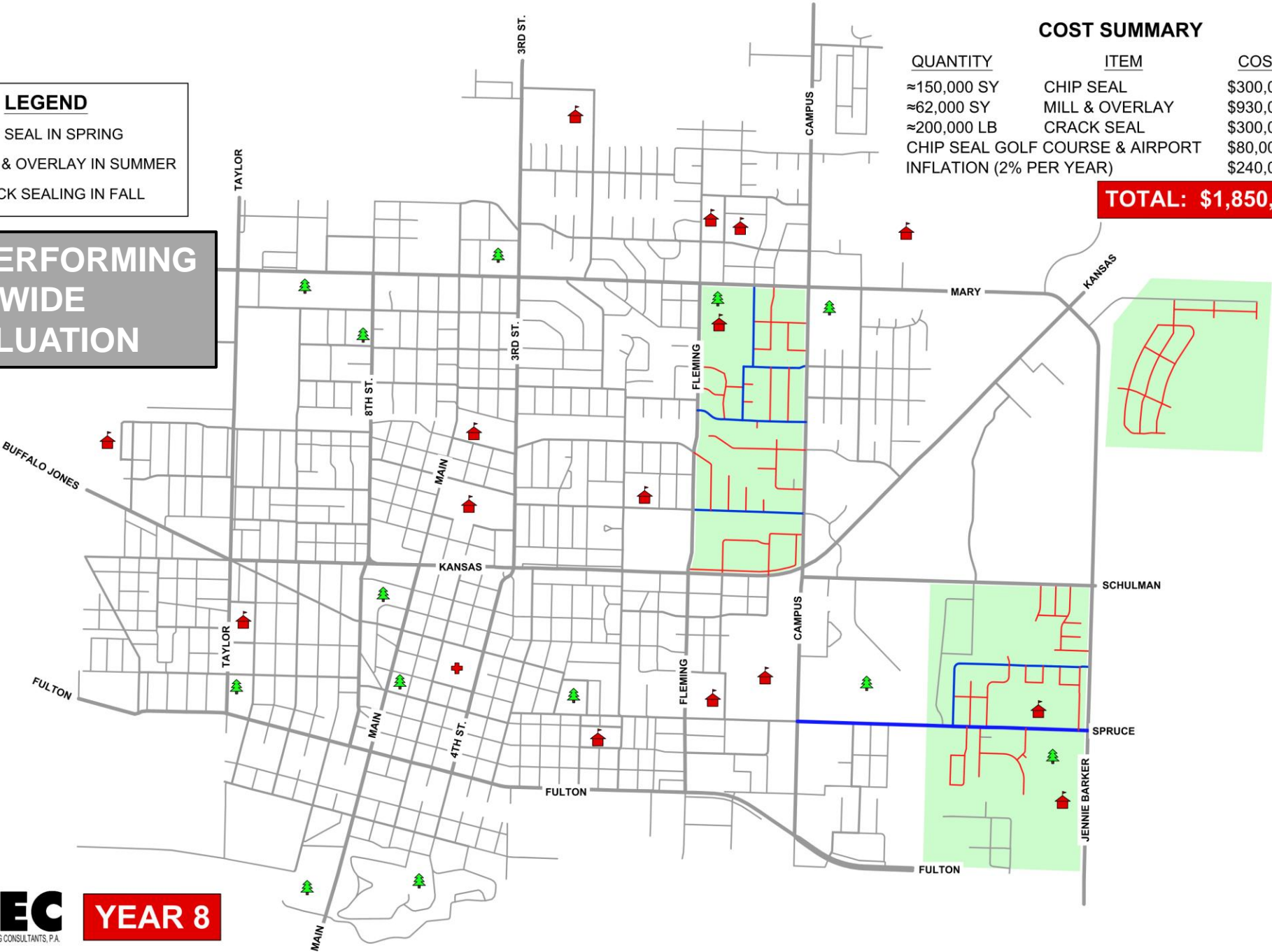
**COST SUMMARY**

QUANTITY	ITEM	COST
≈ 150,000 SY	CHIP SEAL	\$300,000
≈ 62,000 SY	MILL & OVERLAY	\$930,000
≈ 200,000 LB	CRACK SEAL	\$300,000
CHIP SEAL GOLF COURSE & AIRPORT		\$80,000
INFLATION (2% PER YEAR)		\$240,000

**TOTAL: \$1,850,000**

• RECOMMEND PERFORMING ANOTHER CITY-WIDE PAVEMENT EVALUATION

**2031**







**QUESTIONS?**



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Kori Longoria, Deputy City Clerk  
**DATE:** February 6, 2024  
**RE:** 01-16-2024 Commission Meeting minutes

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**ISSUE:**

January 16, 2024 Commission Meeting minutes

**ATTACHMENTS:**

Description	Upload Date	Type
01-16-2024 Commission Meeting Minutes	2/2/2024	Backup Material



# **THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS**

City of Garden City

January 16, 2024

## **Call to Order**

The regular meeting of the Board of Commissioners of the City of Garden City was held at 1:00 PM at the City Administrative Center Tuesday, January 16, 2024.

All members were present Commissioner Unruh opened the meeting with the Pledge of Allegiance and Invocation.

## **Approval of Minutes**

The January 2, 2024 Commission Meeting minutes were approved with corrections.

## **Public Comment**

Nathan Haeck, Pastor at Turning Point Church of the Nazarene, addressed the Governing Body with thanks to all who helped keep the community safe during the blizzard and also gave words of encouragement to continue pushing forward in the new year.

## **Consideration of Petitions, Memorials and Remonstrances**

The Governing Body considered and approved a request from James Krstolich, IdeaTek, to be categorized as a Local Business on the application for an Itinerant Merchant license.

Commissioner Unruh moved to approve. Commissioner Nguyen seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Ayes: Cessna, Landgraf, Nguyen, Ortiz, Unruh

## **Report of the City Manager**

Police Chief Prewitt and Fire Chief Irsik provided a report on the coordinated emergency response to the January 8-9, 2024 blizzard.

Finney County Economic Development Corporation board member Phil Escareno submitted his resignation from the board. This is a City appointment and FCEDC will begin the process of soliciting interest in the opening the week of January 15-19th. It is intended for the the Governing Body to be in a position to consider appointing a new City representative to the board in February or early March.

Presentation of the November 2023 Activity Reports from the Garden City Fire Department.

Presentation of the December 2023 Building Report from Neighborhood & Development Services.

Presentation of the 2023 fourth quarter social media report from the Communications Department.

Presentation of the December 2023 monthly staff report from Lee Richardson Zoo

### **Meetings of Note**

- January 17, 2024 - Garden City Area Chamber of Commerce Breakfast at the Clarion Inn at 7:10 a.m.
- January 18, 2024 - Finney County Economic Development Corporation Regular Board Meeting at Garden City Community College Endowment Room at 10:30 a.m.
- January 18, 2024 - Finney County Economic Development Corporation 2023 Annual Meeting at Garden City Community College Endowment Room at 11:30 a.m.
- January 30, 2024 - Town Hall Meeting at the City Administrative Center - Commission Chambers at 7:00 p.m.
- February 5, 2024 - Southwest Kansas Chambers Night Out in Topeka at the Beacon from 4:00 - 7:00 p.m.
- February 15, 2024 - City Commission training with Mike Conduff at the City Administrative Center from 8:30 a.m. - 1:30 p.m.
- March 8, 2024 - Governing Body Goal Setting Retreat at the Finnup Center from 8:30 a.m. - 5:00 p.m.

### **Consideration of Appropriation Ordinance**

Appropriation Ordinance No. 2595-2024A, "an appropriation ordinance making certain appropriations for certain claims in the amount of \$1,857,409.75", was read and considered section by section.

Commissioner Unruh moved to approve. Commissioner Cessna seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Ayes: Cessna, Landgraf, Nguyen, Ortiz, Unruh

### **Consideration of Ordinances and Resolutions**

The Governing Body considered and approved a resolution designating banking institutions to be used as depositories for the City's public funds.

1. Resolution No. 3094 - 2024, a resolution designating certain banks, savings and loan associations and federally chartered savings banks as depositories of public funds of the City of Garden City, Kansas, pursuant to the provisions of K.S.A. 9-1401.

Commissioner Cessna moved to approve. Commissioner Landgraf seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Ayes: Cessna, Landgraf, Nguyen, Ortiz, Unruh

The Governing Body considered and approved an ordinance rezoning from "C-2" General Commercial District to "C-2" General Commercial District with a "PCD" Planned Commercial Development Overlay and the PCD plan.



1. Ordinance No. 2973 - 2024, an ordinance approving the designation of certain land in the City of Garden city, Kansas to a Planned Commercial Development Overlay District and adopting a PCD Plan for the application of Special Zoning Regulations in such district; amending the Zoning Ordinance, Zoning Regulations, and District Zoning Map of the City of Garden City, Kansas; and repealing the current Zoning Ordinance, Zoning Regulations, and District Zoning Map of the same; all to the code of ordinances of the City of Garden City, Kansas.

Commissioner Cessna moved to approve. Commissioner Unruh seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Ayes: Cessna, Landgraf, Nguyen, Ortiz, Unruh

The Governing Body considered and approved an amendment regarding lot splits and any other cross-references to the Garden City Subdivision Regulations.

1. Ordinance No. 2974 - 2024 an ordinance amending the subdivision regulations of the City of Garden City, Kansas in relation to considerations of lot splits; amending Sections 70-2:5.010 and 70-2:5.030 of the Subdivision Regulations; repealing current sections 70-2:5.010 and 70-2:5.030 of the Subdivision Regulations; all to the Code of Ordinances of the City of Garden City, Kansas.

Commissioner Cessna moved to approve. Commissioner Nguyen seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Ayes: Cessna, Landgraf, Nguyen, Ortiz, Unruh

The Governing Body considered and approved a resolution establishing a date and time for a public hearing regarding the annexation of a portion of North Jennie Barker Road.

1. Resolution No. 3095 - 2024, a resolution of the Governing Body of the City of Garden City, Kansas indicating that the City is considering the annexation to the City of Garden City, Kansas of certain land situated in Section 4, Township 24 South, and Range 32 West in Finney County, Kansas, as more particularly described herein, and generally consisting of that portion of the western ½ of the right-of-way for North Jennie Barker Road along 2915 North Jennie Barker Road to the North boundary line of said Section 4; establishing the date and time of a public hearing on such matter and providing for the giving of notice of such public hearing.

Commissioner Unruh moved to approve. Commissioner Landgraf seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Ayes: Cessna, Landgraf, Nguyen, Ortiz, Unruh

## **New Business**

The Governing Body considered and approved a request by 4-A's Properties, Inc. to extend the

timeline to develop property located at 401 East Kansas Avenue through August 5, 2024.

Commissioner Nguyen moved to approve. Commissioner Unruh seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Ayes: Cessna, Landgraf, Nguyen, Ortiz, Unruh

### ***Consent Agenda***

Commissioner Unruh moved to approve the following items on the Consent Agenda. Commissioner Landgraf seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Ayes: Cessna, Landgraf, Nguyen, Ortiz, Unruh

The Governing Board considered and approved the quote from Sterling for \$182,373.69 for the CAD/RMS project.

The Governing Body considered and approved the contractor licenses for January 16, 2024.

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

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

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Manuel F. Ortiz, Mayor

ATTEST:

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Celyn N. Hurtado, City Clerk

### **City Commission Reports**

A. Commissioner Unruh stated he enjoyed the pre-meeting presentation regarding housing development projects and use of the Reinvestment Housing Incentive District development tool. Commissioner Unruh thanked all the first responders and staff who helped with the blizzard. Commissioner Unruh also thanked the citizens who helped their neighbors during the storm. Commissioner Unruh thanked Phil Escareno for his service to the Finney County Economic Development Board. Commissioner Unruh thanked the developers who have invested in Garden City.

B. Commission Cessna thanked all the first responders and staff who helped with the blizzard. Commissioner Cessna thanked Paul Resley, Finney County Emergency Management Director, for his collaboration in the storm preparation meetings. Commissioner Cessna thanked Phil Escareno for his service to the Finney County Economic Development Board. Commissioner Cessna congratulated the



Garden City Police Department on receiving the Employer Support of the Guard and Reserve Pro Patria Award. Commissioner Cessna recognized members of the school board for School Board Recognition Month.

C. Commissioner Landgraf thanked City staff and first responders for keeping the community safe during the blizzard. Commissioner Landgraf thanked members of the community for helping those in need during the blizzard. Commissioner Landgraf congratulated Commissioner Nguyen on becoming a City Commissioner.

D. Commissioner Nguyen thanked the first responders and community members for sacrificing time away from their families to ensure the safety of the community. Commissioner Nguyen thanked City Manager Allen for providing updates during the storm. Commissioner Nguyen reminded the community to vote for business of the year through the Garden City Area Chamber of Commerce Business Awards Program. Commissioner Nguyen congratulated the Garden City Police Department on receiving the Employer Support of the Guard and Reserve Pro Patria Award.

E. Mayor Ortiz encouraged the community to attend the Town Hall Meeting on January 30, 2024. Mayor Ortiz reminded the community to be safe during the cold temperatures.



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Celyn N. Hurtado, City Clerk  
**DATE:** February 6, 2024  
**RE:** Randy Ralston Day proclamation

---

### **ISSUE:**

The Governing Body is asked to consider and allow the Mayor to proclaim February 1, 2024 as Randy Ralston Day in Garden City, Kansas.

### **ALTERNATIVES:**

1. The Governing Body may approve the proclamation as presented.
2. The Governing Body may not approve the proclamation.

### **RECOMMENDATION:**

Staff recommends approval of the proclamation.

### **FISCAL NOTE:**

None.

### **ATTACHMENTS:**

Description	Upload Date	Type
Randy Ralston Day Proclamation	2/5/2024	Backup Material



## **PROCLAMATION**

WHEREAS, Randy Ralston began working for the City of Garden City as a Patrol Officer on August 26, 1996; and

WHEREAS, Randy Ralston served as a Patrol Officer, Field Training Officer, SWAT Team Leader, Street Gang Unit Supervisor, Detective, Patrol Sergeant, Police Bicycle Unit Supervisor, Rangemaster, Firearms Instructor, and Captain;

WHEREAS, Randy Ralston provided unwavering commitment and exemplary leadership within the Police Department and in the community;

WHEREAS, Randy Ralston retired from employment with the City of Garden City on February 1, 2024, after 28 years of service; and

WHEREAS, Randy Ralston will be regarded as one of the hardest working, most dedicated, and most recognizable public servants in Garden City's history,

NOW, THEREFORE, I, Manny Ortiz, Mayor of the City of Garden City, Kansas do hereby proclaim February 1, 2024, as

### **RANDY RALSTON DAY**

In Garden City, Kansas, and urge all citizens to acknowledge and express their sincere appreciation and thanks for his service to this community and commend him for the manner in which he has carried out his responsibilities and duties for the City of Garden City.

Signed and sealed this 6th day of February 2024.

\_\_\_\_\_  
Manuel F. Ortiz, Mayor

Attest:

\_\_\_\_\_  
Celyn N. Hurtado, City Clerk



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Staff  
**DATE:** February 6, 2024  
**RE:** Garden City recognition at the 2024 Annual Kansas Recreation and Parks Association Awards Luncheon

---

### **ISSUE:**

The City of Garden City was well represented at the Kansas Recreation and Parks Association Annual Conference Awards Luncheon in Wichita, KS on January 31, 2024. Parks and Recreation Director Ticia Herd was elected to the 2024 KRPA Board of Directors and former City Commissioner Deborah Oyler was named the 2023 KRPA Distinguished Elected Official! Congratulations to Ticia and Deb!

### **BACKGROUND:**

None.

### **ALTERNATIVES:**

None.

### **RECOMMENDATION:**

None.

### **FISCAL NOTE:**

None.





## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Jared Kuhlmann, Finance Director  
**DATE:** February 6, 2024  
**RE:** Government Finance Officers Association Information - 2022 Audit

---

### **ISSUE:**

Congratulations to the City of Garden City on the occasion of receiving the Certificate of Achievement for Excellence in Financial Reporting for 2022!

### **BACKGROUND:**

The Certificate of Achievement for Excellence in Financial Reporting has been awarded to City of Garden City by Government Finance Officers Association of the United States and Canada (GFOA) for its Award of Financial Reporting Achievement (AFRA) for 2022. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement (AFRA) has been awarded to the Service and Finance Department, as primarily responsible for preparing the award-winning AFRA.

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

This is the 28th consecutive year the City of Garden City has received the award.

### **ALTERNATIVES:**

None.

### **RECOMMENDATION:**

None.

### **FISCAL NOTE:**

None.

### **ATTACHMENTS:**

Description	Upload Date	Type
01-16-2024 - GFOA - Award Letter	2/1/2024	Backup Material
01-16-2024 - GFOA - Press Release	2/1/2024	Backup Material



**Government Finance Officers Association**

203 North LaSalle Street, Suite 2700

Chicago, Illinois 60601-1210

312.977.9700 fax: 312.977.4806

1/16/2024

Matthew Allen  
Manager  
City of Garden City, Kansas

Dear Matthew:

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended December 31, 2022 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and give appropriate publicity to this notable achievement. A sample news release is included to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

A handwritten signature in black ink that reads "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine  
Director, Technical Services





GOVERNMENT FINANCE OFFICERS ASSOCIATION  
**NEWS RELEASE**

**FOR IMMEDIATE RELEASE**

1/16/2024

**For more information contact:**  
**Michele Mark Levine, Director/TSC**  
**Phone: (312) 977-9700**  
**Fax: (312) 977-4806**  
**Email: [mlevine@gfoa.org](mailto:mlevine@gfoa.org)**

(Chicago, Illinois)—Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to **City of Garden City** for its annual comprehensive financial report for the fiscal year ended December 31, 2022. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

*Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 21,000 members and the communities they serve.*



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Jared Kuhlmann, Finance Director  
**DATE:** February 6, 2024  
**RE:** Sales Tax Oversight Board Annual Report - 2023

---

**ISSUE:**

A Sales Tax Oversight Board member will present the 2023 Sales Tax Oversight Board Annual Report to the Governing Body.

**BACKGROUND:**

None.

**ALTERNATIVES:**

None.

**RECOMMENDATION:**

None.

**FISCAL NOTE:**

None.

**ATTACHMENTS:**

Description	Upload Date	Type
Sales Tax Oversight Board Annual Report - 2023	2/2/2024	Backup Material

TO: City of Garden City, Kansas  
Board of County Commissioners of Finney County, Kansas

FROM: SALES TAX OVERSIGHT BOARD

RE: ANNUAL REPORT

Greetings:

Pursuant to an Interlocal Agreement between the City of Garden City, Kansas, a municipal corporation, and the Board of County Commissioners of Finney County, Kansas, dated the 15<sup>th</sup> day of July 2017, this board/committee was established and was charged by the governmental entities to:

"... periodically review sales tax receipts and to ensure distributions and expenses have been used and paid in accordance with the sales tax issue approved by the electorate on November 7, 2017. The Board will annually present their findings to the governing bodies of..." the City and the County. (See interlocal agreement, Paragraph 8 (b)(iii) "Purpose."

#### HISTORY OF MEETINGS.

The Board met for an organization meeting with a financial review on February 6<sup>th</sup>, May 1<sup>st</sup>, August 7<sup>th</sup>, and November 6<sup>th</sup>, 2023.

The Board met on February 5, 2024, and received updated information from staff regarding receipts and disbursements in 2023. The annual receipts are coming in higher than projected. The zoo projects have been completed. Construction on Jennie Barker Road is completed. The Gun Range project is complete and in full operation. The 3<sup>rd</sup> Fire Station construction plans have been completed, and construction is set to begin in the first quarter of 2024. The purchase of the Pumper and Aerial Ladder apparatus was completed in December 2023.

#### REPORT.

The Committee approved for the City to provide internal funding for sales tax projects. This secures adequate cash flow for construction. The interest rate for the fund is set at 0.5%. The City Commission approved a resolution to that effect on December 15, 2020. A second ordinance and resolution were approved by the City Commission on December 7, 2021, authorizing the issuance of temporary notes to allow for internal financing within the City, including payment for the sales tax projects, with repayment of the temporary notes being made from the .30 sales tax revenues.

The Board is proud to advise the City and County that accurate and reliable information has been provided by staff, and the Board has moved and approved receipts and disbursements for 2023. All sales tax revenue collected from the subject sales tax has been received and utilized as authorized by the electorate according to the election mandate approved on November 7, 2017. The actual financial reports are available from staff at your request. This Board is scheduled to meet (4) times in 2024 and will make its annual report to you following the board meeting to be set in February 2025. In addition to these



meetings, the board requests to be notified when the project bids are presented at City Commission meetings.

As of the date of this report, the following progress has been made regarding the preparation and construction of projects approved by the voters in 2017, as follows to with:

- a) Construction Project Jennie Barker Road: Construction began June 22, 2020, and the project is completed.
- b) Improvements at Lee Richardson Zoo: The projects at the zoo include improvements to the primate and flamingo exhibits and the zoo hospital. These have all been completed and occupied.
- c) Indoor Shooting Range: The project was completed in 2022 and is fully operational. The facility is in use by local law enforcement, and multiple trainings have already been conducted on the premises. There are also hours of operation when the facility is open to the public on Tuesdays, Thursdays, and Saturdays.
- d) 3<sup>rd</sup> Fire Station to be located on the City's east side: Architectural design work was completed in 2022. The expected costs for the project have increased substantially from what was initially expected and budgeted. The original request for bids returned zero bid results. City Staff worked with the Architect, and Crossland was selected as the Construction Manager at Risk. Crossland presented the guaranteed maximum price for the construction of the 3rd Fire Station in December 2023, which is \$13,709,460. The City Commission approved a cost estimate of \$947,000 for Fixtures, Furniture, and Equipment. Also approved was \$1,983,767.70 for the cost of an Aerial Ladder apparatus (Tower 3) and \$945,146.17 for a Pumper Apparatus (Engine 3). It is expected that additional apparatus, such as a Brush Truck and Tanker will be purchased further into the project's construction phase. The anticipated completion date will be in 2025.

Should you need any further information or have further inquiries, please advise.

SALES TAX OVERSIGHT BOARD

By: \_\_\_\_\_  
Gerald O. Schultz, Chairman

\_\_\_\_\_  
Date



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Cynthia Beltran, Court and Defendant Coordinator  
**DATE:** February 6, 2024  
**RE:** Municipal Court 2023 End of Year Report

---

**ISSUE:**

Court and Defendant Coordinator Beltran will present the Municipal Court 2023 End of Year Report.

**BACKGROUND:**

Attached is the Municipal Court End of Year Report for 2023.

**ALTERNATIVES:**

None.

**RECOMMENDATION:**

None.

**FISCAL NOTE:**

None.

**ATTACHMENTS:**

Description	Upload Date	Type
MC 2023 End of Year Report	1/31/2024	Presentation

# **MUNICIPAL COURT**

## **END OF YEAR REPORT**

### **2023**



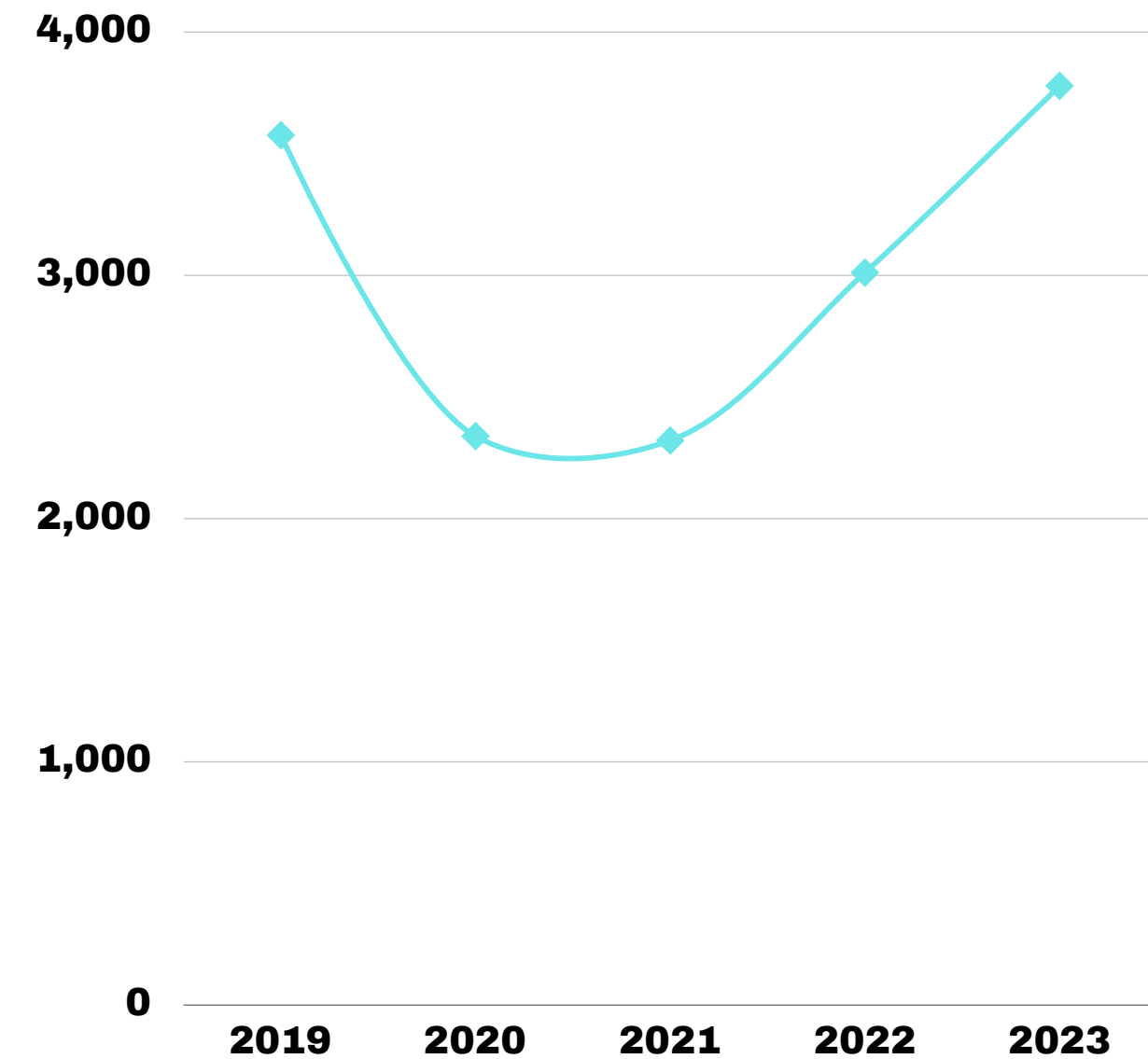


# COURT STAFF

- **Judge** – Linda Lobmeyer
- **Prosecutor** – Jennifer Cunningham
- **Court & Defendant Coordinator** – Cynthia Beltran
- **Court Clerk II** – Mariela Garay
- **Court Clerk I** – Tanya Ibarra
- **Court Clerk I** – Kimberly McCormick
- **Court Clerk I** – Paloma Acosta-Solis
- **Translation Clerk** – Rosalba Leyva

# COURT CASE FILINGS & REVENUE

YEAR	Total Cases Filed	Total Revenue	\$ Per Case
2019	3,576	\$760,495	\$213
2020	2,339	\$601,983	\$257
2021	2,321	\$733,061	\$316
2022	3,011	\$698,886	\$232
2023	3,779	\$821,030	\$217
5 year avg.	\$3,005	\$723,091	\$240



# CASELOAD SUMMARY REPORT

	Reckless Driving	DUI	Other Traffic	Person Crimes	Property Crimes	Other Crimes	Total Cases
2018-2019	26	178	2022	158	114	694	3192
2019-2020	23	138	1972	175	59	566	2933
2020-2021	15	136	1260	224	188	468	2291
2021-2022	14	128	1455	197	150	385	2329
2022-2023	25	138	1851	189	171	559	2933
5 year avg.	21	144	1712	189	136	534	2736



# COURT APPOINTED ATTORNEYS

Year	Case Appointments	Cost
2019	253	\$89,975
2020	190	\$76,975
2021	307	\$113,425
2022	369	\$135,600
2023	339	\$90,125
5 year avg.	292	\$101,220

01

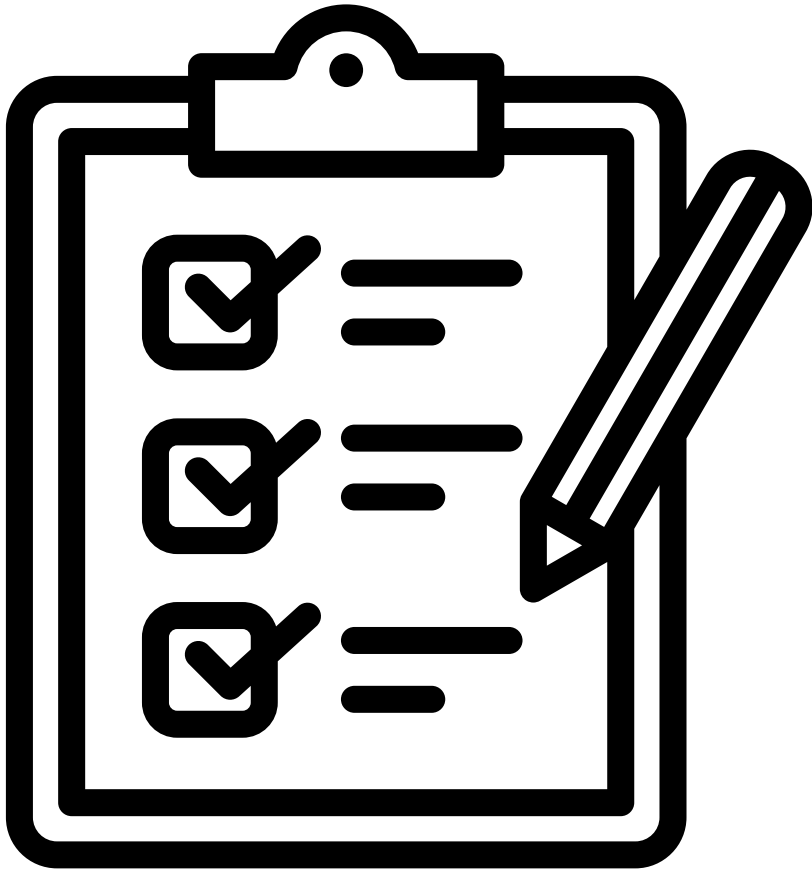
STEVE COTT

02

COLEMAN YOUNGER

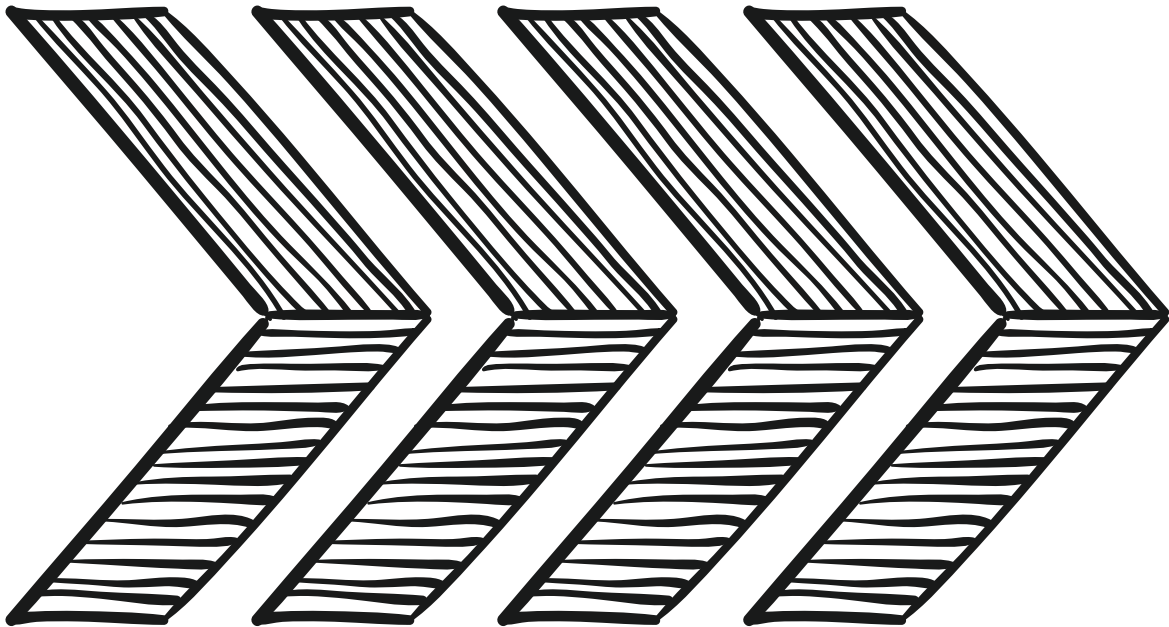
# DIVERSION

Year	DUI Diversion	Total Diversion	Revenue
2019	74	130	\$64,889
2020	49	136	\$54,660
2021	70	185	\$60,232
2022	57	120	\$38,994
2023	57	138	\$50,565
5 year avg.	61	142	\$53,868



# FAST TRACK

Year	Total FT Cases	Revenue
2019	153	\$26,900
2020	124	\$20,050
2021	121	\$18,800
2022	123	\$18,150
2023	245	\$37,300
5 year avg.	153	\$24,240





# NEW SOFTWARE IMPLEMENTATION



**PAYMENTS**

Customers will have easier access to make payments online.

**REPORTING**

Multiple reporting options.

**ACCESS**

Attorneys will be able to access their cases directly from an online portal.

**EFFICIENCY**

Many processes will be able to be streamlined and improved.

**QUESTIONS?**



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Jon Irsik, Fire Chief  
**DATE:** February 6, 2024  
**RE:** Fire Department Activity Reports for December 2023 and End of Year 2023

---

**ISSUE:**

Presentation of the December 2023 and end of year 2023 Activity Reports from the Garden City Fire Department.

**BACKGROUND:**

Attached are the Garden City Fire Department incident and inspection reports for December 2023 and end of year 2023.

**ALTERNATIVES:**

None.

**RECOMMENDATION:**

None.

**FISCAL NOTE:**

None.

**ATTACHMENTS:**

Description	Upload Date	Type
December Incidents	1/31/2024	Backup Material
December Inspections	1/31/2024	Backup Material
2023 Incidents	1/31/2024	Backup Material
2023 Inspections	1/31/2024	Backup Material



# Garden City Fire Department

Garden City, KS

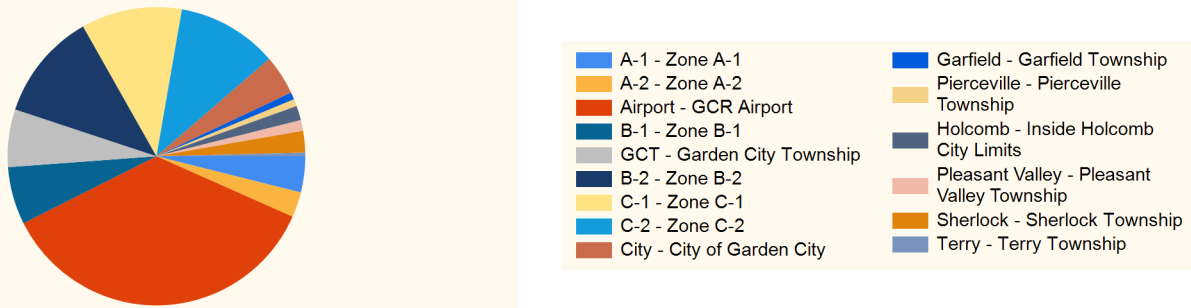
This report was generated on 1/31/2024 2:52:47 PM



## Count of Incidents by Incident Type per Zone

Incident Status: All | Start Date: 12/01/2023 | End Date: 12/31/2023

% of Incidents per Zone



### INCIDENT TYPE

### # INCIDENTS

### % of TOTAL

#### A-1 - Zone A-1

115 - Incinerator overload or malfunction, fire confined	1	0.39%
311 - Medical assist, assist EMS crew	4	1.56%
321 - EMS call, excluding vehicle accident with injury	1	0.39%
322 - Motor vehicle accident with injuries	1	0.39%
423 - Refrigeration leak	1	0.39%
611 - Dispatched & cancelled en route	1	0.39%
651 - Smoke scare, odor of smoke	1	0.39%
Zone: A-1 - Zone A-1 Total Incident:	10	3.91%

#### A-2 - Zone A-2

322 - Motor vehicle accident with injuries	2	0.78%
324 - Motor vehicle accident with no injuries.	1	0.39%
411 - Gasoline or other flammable liquid spill	1	0.39%
412 - Gas leak (natural gas or LPG)	1	0.39%
611 - Dispatched & cancelled en route	1	0.39%
641 - Vicinity alarm (incident in other location)	1	0.39%
Zone: A-2 - Zone A-2 Total Incident:	7	2.73%

#### Airport - GCR Airport

311 - Medical assist, assist EMS crew	1	0.39%
462 - Aircraft standby	91	35.55%
Zone: Airport - GCR Airport Total Incident:	92	35.94%

#### B-1 - Zone B-1

311 - Medical assist, assist EMS crew	5	1.95%
321 - EMS call, excluding vehicle accident with injury	4	1.56%
322 - Motor vehicle accident with injuries	1	0.39%
324 - Motor vehicle accident with no injuries.	1	0.39%
412 - Gas leak (natural gas or LPG)	2	0.78%
444 - Power line down	1	0.39%

Report shows count of incidents for Status selected.



emergencyreporting.com  
Doc Id: 1390  
Page # 1 of 4

736 - CO detector activation due to malfunction	1	0.39%
900 - Special type of incident, other	1	0.39%
Zone: B-1 - Zone B-1 Total Incident:	16	6.25%
<b>B-2 - Zone B-2</b>		
113 - Cooking fire, confined to container	1	0.39%
131 - Passenger vehicle fire	1	0.39%
154 - Dumpster or other outside trash receptacle fire	1	0.39%
311 - Medical assist, assist EMS crew	9	3.52%
321 - EMS call, excluding vehicle accident with injury	4	1.56%
322 - Motor vehicle accident with injuries	1	0.39%
324 - Motor vehicle accident with no injuries.	5	1.95%
412 - Gas leak (natural gas or LPG)	1	0.39%
444 - Power line down	1	0.39%
531 - Smoke or odor removal	1	0.39%
542 - Animal rescue	1	0.39%
551 - Assist police or other governmental agency	1	0.39%
611 - Dispatched & cancelled en route	1	0.39%
651 - Smoke scare, odor of smoke	1	0.39%
745 - Alarm system activation, no fire - unintentional	1	0.39%
Zone: B-2 - Zone B-2 Total Incident:	30	11.72%
<b>C-1 - Zone C-1</b>		
123 - Fire in portable building, fixed location	1	0.39%
311 - Medical assist, assist EMS crew	6	2.34%
324 - Motor vehicle accident with no injuries.	4	1.56%
412 - Gas leak (natural gas or LPG)	8	3.13%
442 - Overheated motor	1	0.39%
550 - Public service assistance, other	1	0.39%
552 - Police matter	1	0.39%
561 - Unauthorized burning	2	0.78%
571 - Cover assignment, standby, moveup	4	1.56%
Zone: C-1 - Zone C-1 Total Incident:	28	10.94%
<b>C-2 - Zone C-2</b>		
311 - Medical assist, assist EMS crew	11	4.30%
322 - Motor vehicle accident with injuries	2	0.78%
324 - Motor vehicle accident with no injuries.	1	0.39%
413 - Oil or other combustible liquid spill	1	0.39%
421 - Chemical hazard (no spill or leak)	1	0.39%
542 - Animal rescue	1	0.39%
551 - Assist police or other governmental agency	1	0.39%
553 - Public service	1	0.39%
611 - Dispatched & cancelled en route	1	0.39%
622 - No incident found on arrival at dispatch address	2	0.78%
651 - Smoke scare, odor of smoke	1	0.39%
715 - Local alarm system, malicious false alarm	1	0.39%
721 - Bomb scare - no bomb	1	0.39%

Report shows count of incidents for Status selected.



743 - Smoke detector activation, no fire - unintentional	2	0.78%
745 - Alarm system activation, no fire - unintentional	1	0.39%
Zone: C-2 - Zone C-2 Total Incident:	28	10.94%
<b>City - City of Garden City</b>		
111 - Building fire	1	0.39%
311 - Medical assist, assist EMS crew	3	1.17%
322 - Motor vehicle accident with injuries	1	0.39%
324 - Motor vehicle accident with no injuries.	1	0.39%
424 - Carbon monoxide incident	1	0.39%
462 - Aircraft standby	1	0.39%
571 - Cover assignment, standby, moveup	1	0.39%
611 - Dispatched & cancelled en route	1	0.39%
745 - Alarm system activation, no fire - unintentional	1	0.39%
Zone: City - City of Garden City Total Incident:	11	4.30%
<b>Garfield - Garfield Township</b>		
322 - Motor vehicle accident with injuries	1	0.39%
551 - Assist police or other governmental agency	1	0.39%
Zone: Garfield - Garfield Township Total Incident:	2	0.78%
<b>GCT - Garden City Township</b>		
143 - Grass fire	1	0.39%
311 - Medical assist, assist EMS crew	4	1.56%
324 - Motor vehicle accident with no injuries.	4	1.56%
424 - Carbon monoxide incident	1	0.39%
561 - Unauthorized burning	2	0.78%
651 - Smoke scare, odor of smoke	2	0.78%
735 - Alarm system sounded due to malfunction	1	0.39%
744 - Detector activation, no fire - unintentional	1	0.39%
Zone: GCT - Garden City Township Total Incident:	16	6.25%
<b>Holcomb - Inside Holcomb City Limits</b>		
111 - Building fire	1	0.39%
311 - Medical assist, assist EMS crew	1	0.39%
611 - Dispatched & cancelled en route	1	0.39%
736 - CO detector activation due to malfunction	1	0.39%
Zone: Holcomb - Inside Holcomb City Limits Total Incident:	4	1.56%
<b>Pierceville - Pierceville Township</b>		
311 - Medical assist, assist EMS crew	1	0.39%
611 - Dispatched & cancelled en route	1	0.39%
Zone: Pierceville - Pierceville Township Total Incident:	2	0.78%
<b>Pleasant Valley - Pleasant Valley Township</b>		
132 - Road freight or transport vehicle fire	1	0.39%
324 - Motor vehicle accident with no injuries.	1	0.39%
424 - Carbon monoxide incident	1	0.39%
Zone: Pleasant Valley - Pleasant Valley Township Total Incident:	3	1.17%

Report shows count of incidents for Status selected.





INCIDENT TYPE	# INCIDENTS	% of TOTAL
<b>Sherlock - Sherlock Township</b>		
311 - Medical assist, assist EMS crew	2	0.78%
321 - EMS call, excluding vehicle accident with injury	1	0.39%
324 - Motor vehicle accident with no injuries.	1	0.39%
600 - Good intent call, other	1	0.39%
611 - Dispatched & cancelled en route	1	0.39%
Zone: Sherlock - Sherlock Township Total Incident:	6	2.34%
<b>Terry - Terry Township</b>		
321 - EMS call, excluding vehicle accident with injury	1	0.39%
Zone: Terry - Terry Township Total Incident:	1	0.39%
<b>TOTAL INCIDENTS FOR ALL ZONES:</b>	<b>256</b>	<b>100%</b>

Report shows count of incidents for Status selected.

# Garden City Fire Department

Garden City, KS

This report was generated on 1/31/2024 2:53:39 PM



## Count of Occupancies Inspected per Occupancy Type per Inspection Type for Date Range

Start Date: 12/01/2023 | End Date: 12/31/2023

OCCUPANCY	COUNT
<b>INSPECTION TYPE: Alarm System Test</b>	
Business Office	1
<b>INSPECTION TYPE: Business Inspection</b>	
Assembly	1
Business Office	2
Mercantile	2
Restaurant	3
<b>INSPECTION TYPE: CMB &amp; Liquor License</b>	
Assembly	1
Convenience Store	1
Fraternal Club	1
Restaurant	3
<b>INSPECTION TYPE: Construction</b>	
Business Office	1
<b>INSPECTION TYPE: Mobile Food Truck</b>	
Mobile Food Truck	1
<b>INSPECTION TYPE: Zoning Compliance</b>	
Assembly	1
<b>Total # of Inspections:</b>	<b>18</b>

Locked inspections only.



emergencyreporting.com

Doc Id: 1132

Page # 1 of 1

# Garden City Fire Department

Garden City, KS

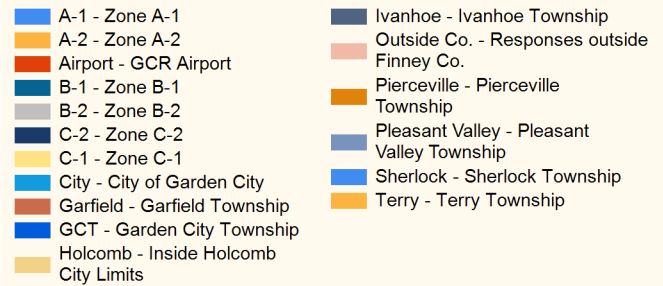
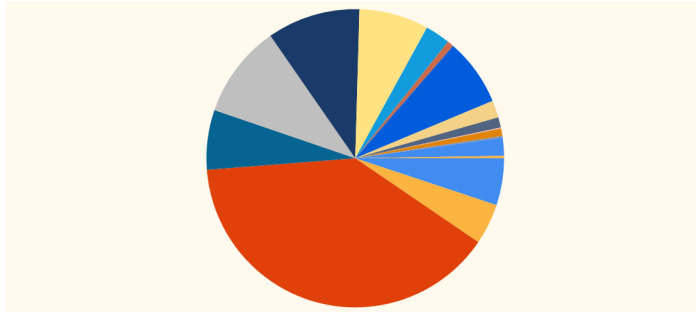
This report was generated on 1/31/2024 2:53:00 PM



## Count of Incidents by Incident Type per Zone

Incident Status: All | Start Date: 01/01/2023 | End Date: 12/31/2023

% of Incidents per Zone



INCIDENT TYPE	# INCIDENTS	% of TOTAL
<b>A-1 - Zone A-1</b>		
111 - Building fire	2	0.07%
113 - Cooking fire, confined to container	2	0.07%
115 - Incinerator overload or malfunction, fire confined	1	0.04%
138 - Off-road vehicle or heavy equipment fire	1	0.04%
142 - Brush or brush-and-grass mixture fire	4	0.15%
143 - Grass fire	1	0.04%
151 - Outside rubbish, trash or waste fire	1	0.04%
154 - Dumpster or other outside trash receptacle fire	2	0.07%
240 - Explosion (no fire), other	1	0.04%
311 - Medical assist, assist EMS crew	34	1.26%
321 - EMS call, excluding vehicle accident with injury	5	0.19%
322 - Motor vehicle accident with injuries	11	0.41%
323 - Motor vehicle/pedestrian accident (MV Ped)	3	0.11%
324 - Motor vehicle accident with no injuries.	16	0.59%
381 - Rescue or EMS standby	2	0.07%
400 - Hazardous condition, other	1	0.04%
412 - Gas leak (natural gas or LPG)	9	0.33%
413 - Oil or other combustible liquid spill	1	0.04%
422 - Chemical spill or leak	3	0.11%
423 - Refrigeration leak	2	0.07%
424 - Carbon monoxide incident	1	0.04%
440 - Electrical wiring/equipment problem, other	1	0.04%
442 - Overheated motor	1	0.04%
461 - Building or structure weakened or collapsed	1	0.04%
542 - Animal rescue	1	0.04%
551 - Assist police or other governmental agency	4	0.15%
553 - Public service	1	0.04%
600 - Good intent call, other	2	0.07%

Report shows count of incidents for Status selected.





611 - Dispatched & cancelled en route	5	0.19%
622 - No incident found on arrival at dispatch address	3	0.11%
651 - Smoke scare, odor of smoke	2	0.07%
671 - HazMat release investigation w/no HazMat	1	0.04%
710 - Malicious, mischievous false call, other	1	0.04%
715 - Local alarm system, malicious false alarm	1	0.04%
733 - Smoke detector activation due to malfunction	3	0.11%
735 - Alarm system sounded due to malfunction	2	0.07%
736 - CO detector activation due to malfunction	1	0.04%
742 - Extinguishing system activation	1	0.04%
745 - Alarm system activation, no fire - unintentional	3	0.11%
<b>Zone: A-1 - Zone A-1 Total Incident:</b>	<b>137</b>	<b>5.09%</b>
<b>A-2 - Zone A-2</b>		
111 - Building fire	6	0.22%
113 - Cooking fire, confined to container	1	0.04%
151 - Outside rubbish, trash or waste fire	2	0.07%
154 - Dumpster or other outside trash receptacle fire	1	0.04%
244 - Dust explosion (no fire)	1	0.04%
311 - Medical assist, assist EMS crew	33	1.23%
321 - EMS call, excluding vehicle accident with injury	2	0.07%
322 - Motor vehicle accident with injuries	12	0.45%
323 - Motor vehicle/pedestrian accident (MV Ped)	2	0.07%
324 - Motor vehicle accident with no injuries.	14	0.52%
411 - Gasoline or other flammable liquid spill	3	0.11%
412 - Gas leak (natural gas or LPG)	11	0.41%
413 - Oil or other combustible liquid spill	2	0.07%
444 - Power line down	1	0.04%
461 - Building or structure weakened or collapsed	1	0.04%
462 - Aircraft standby	1	0.04%
500 - Service Call, other	1	0.04%
511 - Lock-out	1	0.04%
551 - Assist police or other governmental agency	1	0.04%
553 - Public service	1	0.04%
561 - Unauthorized burning	1	0.04%
600 - Good intent call, other	2	0.07%
611 - Dispatched & cancelled en route	4	0.15%
622 - No incident found on arrival at dispatch address	2	0.07%
641 - Vicinity alarm (incident in other location)	1	0.04%
651 - Smoke scare, odor of smoke	3	0.11%
652 - Steam, vapor, fog or dust thought to be smoke	1	0.04%
653 - Smoke from barbecue, tar kettle	1	0.04%
672 - Biological hazard investigation, none found	1	0.04%
700 - False alarm or false call, other	2	0.07%
735 - Alarm system sounded due to malfunction	2	0.07%
744 - Detector activation, no fire - unintentional	1	0.04%
745 - Alarm system activation, no fire - unintentional	1	0.04%

Report shows count of incidents for Status selected.



INCIDENT TYPE	# INCIDENTS	% of TOTAL
Zone: A-2 - Zone A-2 Total Incident:	119	4.42%
<b>Airport - GCR Airport</b>		
311 - Medical assist, assist EMS crew	3	0.11%
381 - Rescue or EMS standby	1	0.04%
412 - Gas leak (natural gas or LPG)	2	0.07%
462 - Aircraft standby	1043	38.77%
571 - Cover assignment, standby, moveup	3	0.11%
611 - Dispatched & cancelled en route	1	0.04%
735 - Alarm system sounded due to malfunction	2	0.07%
900 - Special type of incident, other	1	0.04%
Zone: Airport - GCR Airport Total Incident:	1056	39.26%
<b>B-1 - Zone B-1</b>		
111 - Building fire	4	0.15%
118 - Trash or rubbish fire, contained	1	0.04%
130 - Mobile property (vehicle) fire, other	1	0.04%
131 - Passenger vehicle fire	1	0.04%
133 - Rail vehicle fire	1	0.04%
142 - Brush or brush-and-grass mixture fire	1	0.04%
151 - Outside rubbish, trash or waste fire	3	0.11%
154 - Dumpster or other outside trash receptacle fire	1	0.04%
221 - Overpressure rupture of air or gas pipe/pipeline	1	0.04%
223 - Air or gas rupture of pressure or process vessel	1	0.04%
240 - Explosion (no fire), other	1	0.04%
311 - Medical assist, assist EMS crew	44	1.64%
321 - EMS call, excluding vehicle accident with injury	14	0.52%
322 - Motor vehicle accident with injuries	11	0.41%
324 - Motor vehicle accident with no injuries.	18	0.67%
350 - Extrication, rescue, other	1	0.04%
356 - High-angle rescue	1	0.04%
411 - Gasoline or other flammable liquid spill	2	0.07%
412 - Gas leak (natural gas or LPG)	14	0.52%
413 - Oil or other combustible liquid spill	1	0.04%
440 - Electrical wiring/equipment problem, other	2	0.07%
444 - Power line down	3	0.11%
461 - Building or structure weakened or collapsed	2	0.07%
542 - Animal rescue	2	0.07%
551 - Assist police or other governmental agency	2	0.07%
553 - Public service	1	0.04%
561 - Unauthorized burning	1	0.04%
600 - Good intent call, other	2	0.07%
611 - Dispatched & cancelled en route	6	0.22%
622 - No incident found on arrival at dispatch address	4	0.15%
651 - Smoke scare, odor of smoke	8	0.30%
661 - EMS call, party transported by non-fire agency	1	0.04%

Report shows count of incidents for Status selected.



700 - False alarm or false call, other	2	0.07%
713 - Telephone, malicious false alarm	1	0.04%
733 - Smoke detector activation due to malfunction	1	0.04%
735 - Alarm system sounded due to malfunction	5	0.19%
736 - CO detector activation due to malfunction	3	0.11%
740 - Unintentional transmission of alarm, other	1	0.04%
745 - Alarm system activation, no fire - unintentional	4	0.15%
900 - Special type of incident, other	1	0.04%
<b>Zone: B-1 - Zone B-1 Total Incident:</b>	<b>174</b>	<b>6.47%</b>
<b>B-2 - Zone B-2</b>		
100 - Fire, other	1	0.04%
111 - Building fire	4	0.15%
113 - Cooking fire, confined to container	5	0.19%
118 - Trash or rubbish fire, contained	1	0.04%
131 - Passenger vehicle fire	3	0.11%
151 - Outside rubbish, trash or waste fire	2	0.07%
154 - Dumpster or other outside trash receptacle fire	1	0.04%
311 - Medical assist, assist EMS crew	105	3.90%
320 - Emergency medical service, other	2	0.07%
321 - EMS call, excluding vehicle accident with injury	5	0.19%
322 - Motor vehicle accident with injuries	12	0.45%
323 - Motor vehicle/pedestrian accident (MV Ped)	3	0.11%
324 - Motor vehicle accident with no injuries.	21	0.78%
411 - Gasoline or other flammable liquid spill	1	0.04%
412 - Gas leak (natural gas or LPG)	14	0.52%
413 - Oil or other combustible liquid spill	1	0.04%
424 - Carbon monoxide incident	4	0.15%
440 - Electrical wiring/equipment problem, other	1	0.04%
444 - Power line down	10	0.37%
511 - Lock-out	2	0.07%
522 - Water or steam leak	1	0.04%
531 - Smoke or odor removal	1	0.04%
542 - Animal rescue	4	0.15%
551 - Assist police or other governmental agency	7	0.26%
553 - Public service	3	0.11%
554 - Assist invalid	1	0.04%
600 - Good intent call, other	1	0.04%
611 - Dispatched & cancelled en route	19	0.71%
622 - No incident found on arrival at dispatch address	6	0.22%
651 - Smoke scare, odor of smoke	4	0.15%
671 - HazMat release investigation w/no HazMat	1	0.04%
733 - Smoke detector activation due to malfunction	1	0.04%
735 - Alarm system sounded due to malfunction	5	0.19%
743 - Smoke detector activation, no fire - unintentional	5	0.19%
744 - Detector activation, no fire - unintentional	1	0.04%
745 - Alarm system activation, no fire - unintentional	14	0.52%

Report shows count of incidents for Status selected.





INCIDENT TYPE	# INCIDENTS	% of TOTAL
Zone: B-2 - Zone B-2 Total Incident:	272	10.11%
<b>C-1 - Zone C-1</b>		
111 - Building fire	5	0.19%
118 - Trash or rubbish fire, contained	2	0.07%
123 - Fire in portable building, fixed location	1	0.04%
131 - Passenger vehicle fire	1	0.04%
132 - Road freight or transport vehicle fire	1	0.04%
142 - Brush or brush-and-grass mixture fire	1	0.04%
151 - Outside rubbish, trash or waste fire	4	0.15%
154 - Dumpster or other outside trash receptacle fire	4	0.15%
240 - Explosion (no fire), other	1	0.04%
311 - Medical assist, assist EMS crew	55	2.04%
320 - Emergency medical service, other	1	0.04%
321 - EMS call, excluding vehicle accident with injury	2	0.07%
322 - Motor vehicle accident with injuries	3	0.11%
323 - Motor vehicle/pedestrian accident (MV Ped)	1	0.04%
324 - Motor vehicle accident with no injuries.	20	0.74%
353 - Removal of victim(s) from stalled elevator	1	0.04%
411 - Gasoline or other flammable liquid spill	1	0.04%
412 - Gas leak (natural gas or LPG)	18	0.67%
413 - Oil or other combustible liquid spill	1	0.04%
422 - Chemical spill or leak	2	0.07%
424 - Carbon monoxide incident	1	0.04%
440 - Electrical wiring/equipment problem, other	1	0.04%
442 - Overheated motor	1	0.04%
444 - Power line down	4	0.15%
480 - Attempted burning, illegal action, other	2	0.07%
520 - Water problem, other	1	0.04%
542 - Animal rescue	1	0.04%
550 - Public service assistance, other	1	0.04%
551 - Assist police or other governmental agency	6	0.22%
552 - Police matter	1	0.04%
553 - Public service	1	0.04%
561 - Unauthorized burning	3	0.11%
571 - Cover assignment, standby, moveup	34	1.26%
600 - Good intent call, other	4	0.15%
611 - Dispatched & cancelled en route	5	0.19%
622 - No incident found on arrival at dispatch address	3	0.11%
700 - False alarm or false call, other	1	0.04%
711 - Municipal alarm system, malicious false alarm	1	0.04%
733 - Smoke detector activation due to malfunction	2	0.07%
735 - Alarm system sounded due to malfunction	1	0.04%
736 - CO detector activation due to malfunction	1	0.04%
743 - Smoke detector activation, no fire - unintentional	2	0.07%
745 - Alarm system activation, no fire - unintentional	1	0.04%

Report shows count of incidents for Status selected.



Zone: C-1 - Zone C-1 Total Incident:	203	7.55%
C-2 - Zone C-2		
111 - Building fire	4	0.15%
113 - Cooking fire, confined to container	2	0.07%
118 - Trash or rubbish fire, contained	1	0.04%
131 - Passenger vehicle fire	4	0.15%
140 - Natural vegetation fire, other	1	0.04%
142 - Brush or brush-and-grass mixture fire	2	0.07%
143 - Grass fire	3	0.11%
151 - Outside rubbish, trash or waste fire	1	0.04%
154 - Dumpster or other outside trash receptacle fire	1	0.04%
311 - Medical assist, assist EMS crew	55	2.04%
321 - EMS call, excluding vehicle accident with injury	4	0.15%
322 - Motor vehicle accident with injuries	24	0.89%
323 - Motor vehicle/pedestrian accident (MV Ped)	3	0.11%
324 - Motor vehicle accident with no injuries.	23	0.86%
353 - Removal of victim(s) from stalled elevator	2	0.07%
360 - Water & ice-related rescue, other	1	0.04%
411 - Gasoline or other flammable liquid spill	1	0.04%
412 - Gas leak (natural gas or LPG)	9	0.33%
413 - Oil or other combustible liquid spill	5	0.19%
421 - Chemical hazard (no spill or leak)	1	0.04%
422 - Chemical spill or leak	1	0.04%
424 - Carbon monoxide incident	3	0.11%
444 - Power line down	1	0.04%
461 - Building or structure weakened or collapsed	1	0.04%
463 - Vehicle accident, general cleanup	1	0.04%
522 - Water or steam leak	2	0.07%
542 - Animal rescue	3	0.11%
551 - Assist police or other governmental agency	7	0.26%
553 - Public service	2	0.07%
571 - Cover assignment, standby, moveup	3	0.11%
600 - Good intent call, other	1	0.04%
611 - Dispatched & cancelled en route	15	0.56%
622 - No incident found on arrival at dispatch address	11	0.41%
651 - Smoke scare, odor of smoke	4	0.15%
661 - EMS call, party transported by non-fire agency	1	0.04%
671 - HazMat release investigation w/no HazMat	4	0.15%
700 - False alarm or false call, other	1	0.04%
711 - Municipal alarm system, malicious false alarm	2	0.07%
715 - Local alarm system, malicious false alarm	2	0.07%
721 - Bomb scare - no bomb	1	0.04%
730 - System malfunction, other	1	0.04%
731 - Sprinkler activation due to malfunction	4	0.15%
732 - Extinguishing system activation due to malfunction	1	0.04%
733 - Smoke detector activation due to malfunction	1	0.04%

Report shows count of incidents for Status selected.



735 - Alarm system sounded due to malfunction	5	0.19%
736 - CO detector activation due to malfunction	1	0.04%
740 - Unintentional transmission of alarm, other	3	0.11%
741 - Sprinkler activation, no fire - unintentional	1	0.04%
743 - Smoke detector activation, no fire - unintentional	10	0.37%
744 - Detector activation, no fire - unintentional	7	0.26%
745 - Alarm system activation, no fire - unintentional	25	0.93%
<b>Zone: C-2 - Zone C-2 Total Incident:</b>	<b>272</b>	<b>10.11%</b>
<b>City - City of Garden City</b>		
111 - Building fire	3	0.11%
118 - Trash or rubbish fire, contained	1	0.04%
142 - Brush or brush-and-grass mixture fire	1	0.04%
150 - Outside rubbish fire, other	1	0.04%
154 - Dumpster or other outside trash receptacle fire	1	0.04%
162 - Outside equipment fire	1	0.04%
311 - Medical assist, assist EMS crew	18	0.67%
322 - Motor vehicle accident with injuries	6	0.22%
324 - Motor vehicle accident with no injuries.	6	0.22%
340 - Search for lost person, other	1	0.04%
353 - Removal of victim(s) from stalled elevator	1	0.04%
381 - Rescue or EMS standby	1	0.04%
400 - Hazardous condition, other	1	0.04%
412 - Gas leak (natural gas or LPG)	1	0.04%
422 - Chemical spill or leak	1	0.04%
424 - Carbon monoxide incident	1	0.04%
444 - Power line down	1	0.04%
462 - Aircraft standby	5	0.19%
551 - Assist police or other governmental agency	1	0.04%
553 - Public service	1	0.04%
571 - Cover assignment, standby, moveup	3	0.11%
600 - Good intent call, other	3	0.11%
611 - Dispatched & cancelled en route	1	0.04%
622 - No incident found on arrival at dispatch address	1	0.04%
631 - Authorized controlled burning	1	0.04%
651 - Smoke scare, odor of smoke	1	0.04%
652 - Steam, vapor, fog or dust thought to be smoke	1	0.04%
700 - False alarm or false call, other	1	0.04%
733 - Smoke detector activation due to malfunction	1	0.04%
735 - Alarm system sounded due to malfunction	1	0.04%
742 - Extinguishing system activation	1	0.04%
743 - Smoke detector activation, no fire - unintentional	1	0.04%
745 - Alarm system activation, no fire - unintentional	3	0.11%
813 - Wind storm, tornado/hurricane assessment	1	0.04%
<b>Zone: City - City of Garden City Total Incident:</b>	<b>73</b>	<b>2.71%</b>

Report shows count of incidents for Status selected.





INCIDENT TYPE	# INCIDENTS	% of TOTAL
<b>Garfield - Garfield Township</b>		
138 - Off-road vehicle or heavy equipment fire	2	0.07%
322 - Motor vehicle accident with injuries	6	0.22%
324 - Motor vehicle accident with no injuries.	5	0.19%
551 - Assist police or other governmental agency	1	0.04%
600 - Good intent call, other	1	0.04%
611 - Dispatched & cancelled en route	2	0.07%
622 - No incident found on arrival at dispatch address	1	0.04%
651 - Smoke scare, odor of smoke	1	0.04%
Zone: Garfield - Garfield Township Total Incident:	19	0.71%
<b>GCT - Garden City Township</b>		
111 - Building fire	9	0.33%
118 - Trash or rubbish fire, contained	2	0.07%
131 - Passenger vehicle fire	2	0.07%
132 - Road freight or transport vehicle fire	2	0.07%
137 - Camper or recreational vehicle (RV) fire	1	0.04%
138 - Off-road vehicle or heavy equipment fire	1	0.04%
142 - Brush or brush-and-grass mixture fire	5	0.19%
143 - Grass fire	4	0.15%
151 - Outside rubbish, trash or waste fire	8	0.30%
154 - Dumpster or other outside trash receptacle fire	1	0.04%
155 - Outside stationary compactor/compacted trash fire	1	0.04%
160 - Special outside fire, other	1	0.04%
171 - Cultivated grain or crop fire	1	0.04%
311 - Medical assist, assist EMS crew	45	1.67%
320 - Emergency medical service, other	1	0.04%
321 - EMS call, excluding vehicle accident with injury	7	0.26%
322 - Motor vehicle accident with injuries	17	0.63%
324 - Motor vehicle accident with no injuries.	18	0.67%
352 - Extrication of victim(s) from vehicle	1	0.04%
412 - Gas leak (natural gas or LPG)	11	0.41%
413 - Oil or other combustible liquid spill	1	0.04%
422 - Chemical spill or leak	1	0.04%
424 - Carbon monoxide incident	1	0.04%
441 - Heat from short circuit (wiring), defective/worn	1	0.04%
444 - Power line down	3	0.11%
445 - Arcing, shorted electrical equipment	1	0.04%
461 - Building or structure weakened or collapsed	1	0.04%
463 - Vehicle accident, general cleanup	1	0.04%
542 - Animal rescue	1	0.04%
551 - Assist police or other governmental agency	3	0.11%
553 - Public service	1	0.04%
561 - Unauthorized burning	5	0.19%
600 - Good intent call, other	4	0.15%

Report shows count of incidents for Status selected.



611 - Dispatched & cancelled en route	6	0.22%
622 - No incident found on arrival at dispatch address	4	0.15%
631 - Authorized controlled burning	6	0.22%
651 - Smoke scare, odor of smoke	4	0.15%
700 - False alarm or false call, other	1	0.04%
731 - Sprinkler activation due to malfunction	1	0.04%
735 - Alarm system sounded due to malfunction	3	0.11%
741 - Sprinkler activation, no fire - unintentional	1	0.04%
744 - Detector activation, no fire - unintentional	3	0.11%
745 - Alarm system activation, no fire - unintentional	4	0.15%
746 - Carbon monoxide detector activation, no CO	1	0.04%
<b>Zone: GCT - Garden City Township Total Incident:</b>	<b>196</b>	<b>7.29%</b>

#### Holcomb - Inside Holcomb City Limits

111 - Building fire	2	0.07%
113 - Cooking fire, confined to container	1	0.04%
121 - Fire in mobile home used as fixed residence	1	0.04%
131 - Passenger vehicle fire	1	0.04%
162 - Outside equipment fire	1	0.04%
311 - Medical assist, assist EMS crew	24	0.89%
321 - EMS call, excluding vehicle accident with injury	1	0.04%
322 - Motor vehicle accident with injuries	1	0.04%
323 - Motor vehicle/pedestrian accident (MV Ped)	1	0.04%
324 - Motor vehicle accident with no injuries.	1	0.04%
350 - Extrication, rescue, other	1	0.04%
400 - Hazardous condition, other	1	0.04%
411 - Gasoline or other flammable liquid spill	1	0.04%
412 - Gas leak (natural gas or LPG)	4	0.15%
444 - Power line down	1	0.04%
600 - Good intent call, other	1	0.04%
611 - Dispatched & cancelled en route	3	0.11%
735 - Alarm system sounded due to malfunction	1	0.04%
736 - CO detector activation due to malfunction	2	0.07%
745 - Alarm system activation, no fire - unintentional	1	0.04%
<b>Zone: Holcomb - Inside Holcomb City Limits Total Incident:</b>	<b>50</b>	<b>1.86%</b>

#### Ivanhoe - Ivanhoe Township

132 - Road freight or transport vehicle fire	1	0.04%
138 - Off-road vehicle or heavy equipment fire	1	0.04%
140 - Natural vegetation fire, other	1	0.04%
142 - Brush or brush-and-grass mixture fire	1	0.04%
143 - Grass fire	2	0.07%
151 - Outside rubbish, trash or waste fire	3	0.11%
170 - Cultivated vegetation, crop fire, other	1	0.04%
171 - Cultivated grain or crop fire	5	0.19%
311 - Medical assist, assist EMS crew	1	0.04%
322 - Motor vehicle accident with injuries	3	0.11%

Report shows count of incidents for Status selected.



324 - Motor vehicle accident with no injuries.	2	0.07%
341 - Search for person on land	2	0.07%
412 - Gas leak (natural gas or LPG)	1	0.04%
551 - Assist police or other governmental agency	1	0.04%
611 - Dispatched & cancelled en route	2	0.07%
733 - Smoke detector activation due to malfunction	1	0.04%
735 - Alarm system sounded due to malfunction	1	0.04%
740 - Unintentional transmission of alarm, other	1	0.04%
<b>Zone: Ivanhoe - Ivanhoe Township Total Incident:</b>	<b>30</b>	<b>1.12%</b>
<b>Outside Co. - Responses outside Finney Co.</b>		
356 - High-angle rescue	1	0.04%
356 - High-angle rescue	1	0.04%
551 - Assist police or other governmental agency	1	0.04%
551 - Assist police or other governmental agency	1	0.04%
611 - Dispatched & cancelled en route	1	0.04%
611 - Dispatched & cancelled en route	1	0.04%
<b>Zone: Outside Co. - Responses outside Finney Co. Total Incident:</b>	<b>6</b>	<b>0.07%</b>
<b>Pierceville - Pierceville Township</b>		
131 - Passenger vehicle fire	1	0.04%
311 - Medical assist, assist EMS crew	4	0.15%
321 - EMS call, excluding vehicle accident with injury	1	0.04%
322 - Motor vehicle accident with injuries	3	0.11%
324 - Motor vehicle accident with no injuries.	3	0.11%
412 - Gas leak (natural gas or LPG)	2	0.07%
444 - Power line down	1	0.04%
445 - Arcing, shorted electrical equipment	1	0.04%
571 - Cover assignment, standby, moveup	3	0.11%
611 - Dispatched & cancelled en route	1	0.04%
622 - No incident found on arrival at dispatch address	2	0.07%
<b>Zone: Pierceville - Pierceville Township Total Incident:</b>	<b>22</b>	<b>0.82%</b>
<b>Pleasant Valley - Pleasant Valley Township</b>		
132 - Road freight or transport vehicle fire	1	0.04%
324 - Motor vehicle accident with no injuries.	1	0.04%
412 - Gas leak (natural gas or LPG)	2	0.07%
424 - Carbon monoxide incident	1	0.04%
<b>Zone: Pleasant Valley - Pleasant Valley Township Total Incident:</b>	<b>5</b>	<b>0.19%</b>
<b>Sherlock - Sherlock Township</b>		
131 - Passenger vehicle fire	1	0.04%
132 - Road freight or transport vehicle fire	1	0.04%
142 - Brush or brush-and-grass mixture fire	1	0.04%
143 - Grass fire	3	0.11%
151 - Outside rubbish, trash or waste fire	1	0.04%
153 - Construction or demolition landfill fire	1	0.04%
171 - Cultivated grain or crop fire	1	0.04%
311 - Medical assist, assist EMS crew	9	0.33%

Report shows count of incidents for Status selected.





321 - EMS call, excluding vehicle accident with injury	3	0.11%
322 - Motor vehicle accident with injuries	6	0.22%
324 - Motor vehicle accident with no injuries.	7	0.26%
357 - Extrication of victim(s) from machinery	1	0.04%
412 - Gas leak (natural gas or LPG)	2	0.07%
444 - Power line down	2	0.07%
600 - Good intent call, other	1	0.04%
611 - Dispatched & cancelled en route	4	0.15%
622 - No incident found on arrival at dispatch address	4	0.15%
631 - Authorized controlled burning	2	0.07%
652 - Steam, vapor, fog or dust thought to be smoke	1	0.04%
700 - False alarm or false call, other	1	0.04%
Zone: Sherlock - Sherlock Township Total Incident:	52	1.93%
<b>Terry - Terry Township</b>		
151 - Outside rubbish, trash or waste fire	1	0.04%
311 - Medical assist, assist EMS crew	1	0.04%
321 - EMS call, excluding vehicle accident with injury	1	0.04%
324 - Motor vehicle accident with no injuries.	1	0.04%
561 - Unauthorized burning	1	0.04%
611 - Dispatched & cancelled en route	2	0.07%
Zone: Terry - Terry Township Total Incident:	7	0.26%
<b>TOTAL INCIDENTS FOR ALL ZONES:</b>	<b>2693</b>	<b>100%</b>

Report shows count of incidents for Status selected.



# Garden City Fire Department

Garden City, KS

This report was generated on 1/31/2024 2:54:49 PM



## Count of Occupancies Inspected per Occupancy Type per Inspection Type for Date Range

Start Date: 01/01/2023 | End Date: 12/31/2023

OCCUPANCY	COUNT
<b>INSPECTION TYPE: Alarm System Test</b>	
Airport	1
Assembly	1
Business Office	1
Mercantile	1
Motel/Hotel	1
<b>INSPECTION TYPE: Business Inspection</b>	
Assembly	28
Auto Repair	14
Auto Sales and Maintenance	17
Bakeries	2
Bank	12
Bar/Nightclub	1
Beauty/Barber Shop	32
Business Office	198
Church/Places of Worship	7
College	25
Convenience Store	1
Detention Facility	1
Factory F-2 Low Hazard	2
Hazardous Materials Facility	2
Laundry/Cleaners	2
Medical, Surgical, Psychiatric	8
Medical/Dental Office	21
Mercantile	145
Moderate Hazard Storage	2
Motel/Hotel	20
Other	6
Restaurant	54
Storage	3
<b>INSPECTION TYPE: CMB &amp; Liquor License</b>	
Assembly	17
Bar/Nightclub	6
Business Office	1
Convenience Store	14
Fraternal Club	4
Liquor Store	5
Mercantile	18

Locked inspections only.



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OCCUPANCY	COUNT
Motel/Hotel	3
Private Club	1
Restaurant	24
Storage	1
<b>INSPECTION TYPE: Construction</b>	
Airport	1
Assembly	3
Business Office	1
Mercantile	2
Motel/Hotel	1
Restaurant	1
Storage	1
<b>INSPECTION TYPE: Educational</b>	
College	1
Elementary School	13
High School	1
Middle School	3
School Other	3
<b>INSPECTION TYPE: Fire Alarm - Fire Alarm System Test</b>	
Assembly	1
<b>INSPECTION TYPE: Fire Assembly Inspection</b>	
Assembly	2
<b>INSPECTION TYPE: Fire Leg - Hydro Testing</b>	
Airport	1
Auto Sales and Maintenance	1
Factory F-2 Low Hazard	1
Motel/Hotel	1
<b>INSPECTION TYPE: Fire Sprinkler - Fire Leg Flush</b>	
Assembly	2
Mercantile	1
<b>INSPECTION TYPE: Fire Sprinkler - Fire Leg Inspection</b>	
Airport	1
Assembly	1
Auto Sales and Maintenance	1
Factory F-2 Low Hazard	1
Motel/Hotel	2
<b>INSPECTION TYPE: Fire Sprinkler - Fire Sprinkler Hydrostatic Test</b>	
Airport	1
Assembly	1
Business Office	1
Mercantile	1
Motel/Hotel	1
Other	1

Locked inspections only.



OCCUPANCY	COUNT
<b>INSPECTION TYPE: Fireworks</b>	
Fireworks Stand or Tent	9
<b>INSPECTION TYPE: Hood and Duct Inspection</b>	
Airport	2
Assembly	3
Convenience Store	2
Restaurant	2
<b>INSPECTION TYPE: Hood Suppression System</b>	
Airport	2
Assembly	2
Restaurant	2
<b>INSPECTION TYPE: Inspection</b>	
Assembly	1
Business Office	1
<b>INSPECTION TYPE: Mobile Food Truck</b>	
Mobile Food Truck	15
<b>INSPECTION TYPE: Zoning Compliance</b>	
Assembly	1
Business Office	15
Church/Places of Worship	1
Mercantile	2
Motel/Hotel	1
Restaurant	2
<b>Total # of Inspections:</b>	<b>818</b>

Locked inspections only.



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Courtney E. Prewitt, Chief of Police  
**DATE:** February 6, 2024  
**RE:** Police Department Master Activity Report - December 2023

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**ISSUE:**

Presentation of the December 2023 Master Activity Report from the Garden City Police Department.

**BACKGROUND:**

Attached is the Garden City Police Department Master Activity Report for December 2023.

**ALTERNATIVES:**

None.

**RECOMMENDATION:**

None.

**FISCAL NOTE:**

None.

**ATTACHMENTS:**

Description	Upload Date	Type
December 2023 Master Activity Report	1/19/2024	Backup Material

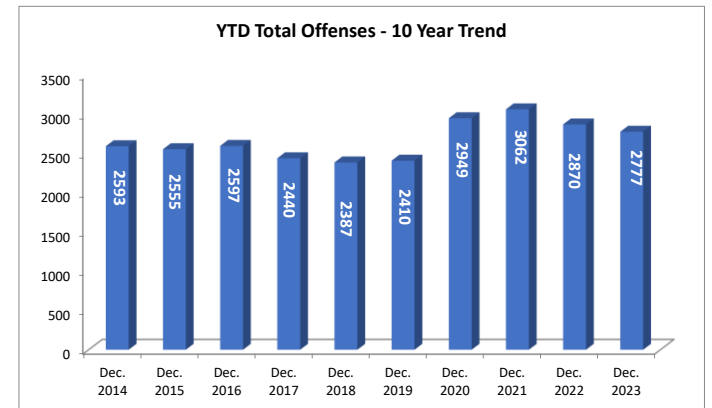
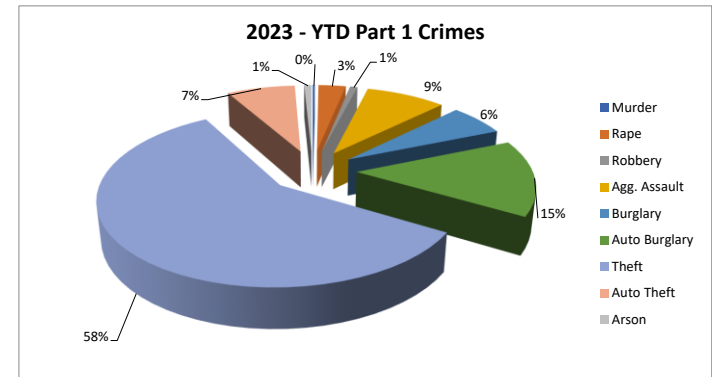


## GARDEN CITY POLICE DEPARTMENT

### Monthly Activity Report - December 2023

#### Offenses Reported

	Dec.2023	YTD 2023	Dec.2022	YTD 2022	% Change YTD	Arrest Dec.2023	Arrest To Date 2023
<b>Part 1 Crimes</b>							
Murder	0	2	0	2	0%	0	1
Rape	4	26	0	31	-16%	0	5
Robbery	1	7	0	10	-30%	1	6
Agg. Assault	5	76	5	78	-3%	1	45
Burglary	4	54	8	90	-40%	0	6
Auto Burglary	18	129	3	139	-7%	0	9
Theft	57	513	31	445	15%	7	139
Auto Theft	17	65	9	94	-31%	1	17
Arson	1	7	1	7	0%	0	0
<b>Total:</b>	<b>107</b>	<b>879</b>	<b>57</b>	<b>896</b>	<b>-2%</b>	<b>10</b>	<b>228</b>
<b>Part 2 Crimes</b>							
Criminal Trespass	6	76	3	65	17%	6	59
Criminal Damage	12	167	14	141	18%	5	33
Drug Violation	23	272	18	248	10%	23	281
Forgery	1	8	0	27	-70%	0	1
Graffiti	3	94	4	114	-18%	0	0
Sexual Exploitation	0	7	0	4	75%	0	1
Kidnapping	1	14	0	9	56%	1	12
Liquor Violations	2	16	0	11	45%	6	138
Sex Offenses	4	51	3	71	-28%	2	13
Simple Assault	12	150	14	124	21%	4	74
DV Battery	13	186	8	179	4%	10	154
Weapons	1	10	0	2	400%	0	3
Stalking	1	10	1	16	-38%	0	5
All Other Crimes	35	398	29	407	-2%	155	1855
<b>Total:</b>	<b>114</b>	<b>1459</b>	<b>94</b>	<b>1418</b>	<b>3%</b>	<b>212</b>	<b>2629</b>
<b>Grand Totals</b>	<b>221</b>	<b>2338</b>	<b>151</b>	<b>2314</b>	<b>1%</b>	<b>222</b>	<b>2857</b>



#### Community Statistics 2015-2023

	2019	2020	2021	2022	2023
Population	31,293	31,275	31,275	31,045	31,275
New Commercial Business	2	N/A	N/A	N/A	N/A
New Residential Homes	28	N/A	N/A	N/A	N/A
Patrolling Area	10.99 sq miles	10.99 sq miles	10.99 sq miles	10.99 sq miles	10.99 sq miles

#### Offense Reports Summary

	Dec.2023	YTD 2023	Dec.2022	YTD 2022
Offense Reports	257	2777	186	2871
Patrol/CRD Supplemental Report	197	1966	148	1841



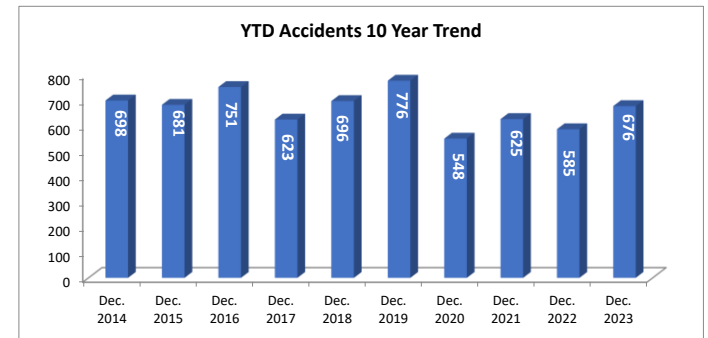
## Arrests

	Dec.2023	YTD 2023	Dec.2022	YTD 2022	% Change YTD
All Other Adult Arrests	174	2204	171	2028	9%
Alcohol Related Arrests	6	129	11	120	8%
Drug Related Arrests	19	225	13	203	11%
<b>Total Adult Arrest</b>	<b>199</b>	<b>2558</b>	<b>195</b>	<b>2351</b>	<b>9%</b>
All Other Juveniles Detained	18	191	8	124	54%
Alcohol Related Detained	0	9	0	4	125%
Drug Related Detained	4	58	1	33	76%
Curfew Violations	1	41	2	3	1267%
<b>Total Juvenile Arrest</b>	<b>23</b>	<b>299</b>	<b>11</b>	<b>164</b>	<b>82%</b>
<b>Total Custody:</b>	<b>222</b>	<b>2857</b>	<b>206</b>	<b>2515</b>	<b>14%</b>



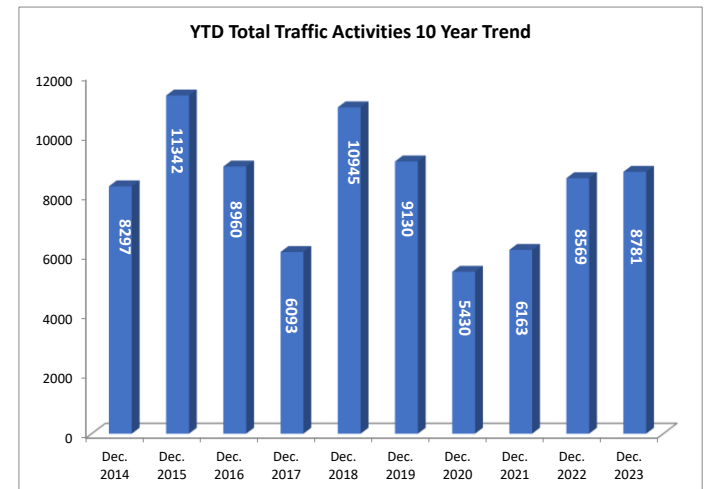
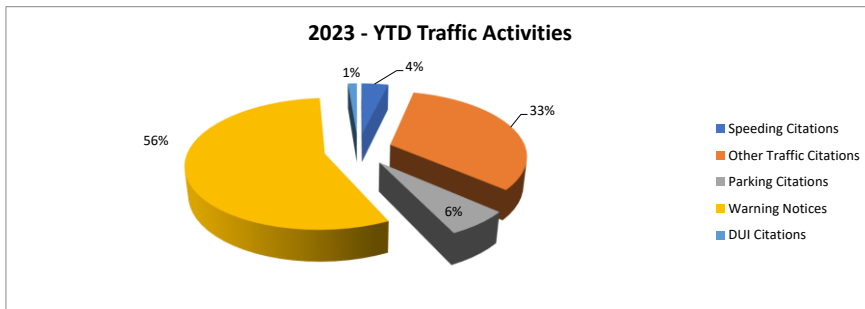
## Accidents

	Dec.2023	YTD 2023	Dec.2022	YTD 2022	% Change YTD
Fatal Accidents	0	1	0	0	UNDF
Injury Accidents	2	56	3	53	6%
Non-Injury Accidents	51	619	44	532	16%
<b>Total Accidents:</b>	<b>53</b>	<b>676</b>	<b>47</b>	<b>585</b>	<b>16%</b>



## Traffic Enforcement

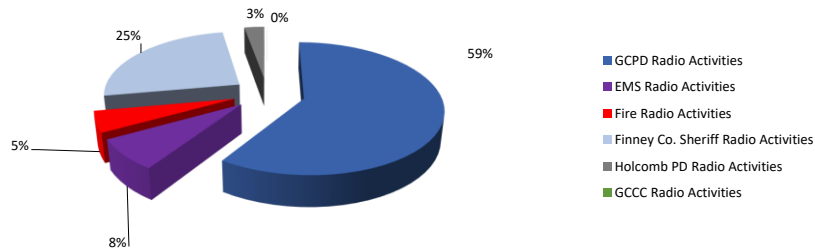
	Dec.2023	YTD 2023	Dec.2022	YTD 2022	% Change YTD
Speeding Citations	22	331	65	382	-13%
Other Traffic Citations	213	2873	271	2379	21%
Parking Citations	121	561	39	213	163%
Warning Notices	313	4905	629	5447	-10%
DUI Citations	2	111	15	148	-25%
<b>Totals:</b>	<b>671</b>	<b>8781</b>	<b>1019</b>	<b>8569</b>	<b>2%</b>



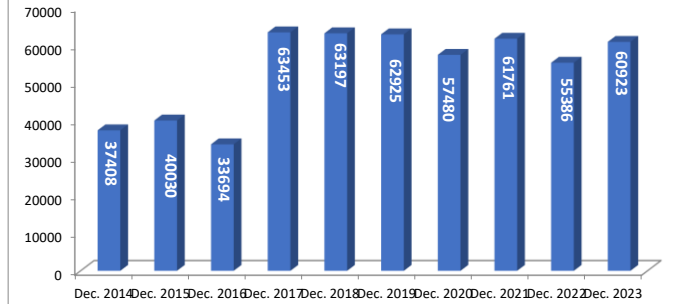
## Communications Center Activities

	Dec.2023	YTD 2023	Dec.2022	YTD 2022	% Change YTD
GCPD Radio Activities	2914	36132	3185	33789	7%
EMS Radio Activities	409	4645	420	4130	12%
Fire Radio Activities	293	3172	287	2893	10%
Finney Co. Sheriff Radio Activities	1019	15268	980	12879	19%
Holcomb PD Radio Activities	93	1699	177	1542	10%
GCCC Radio Activities	1	7	0	16	-56%
<b>Totals:</b>	<b>4729</b>	<b>60923</b>	<b>5049</b>	<b>55249</b>	<b>10%</b>
911 Calls	1050	15254	1176	12762	20%
Administrative Phone Calls	5866	77702	5905	70323	10%

2023 - YTD Communications Activities



YTD Communications Activities 10 Year Trend



## Investigations

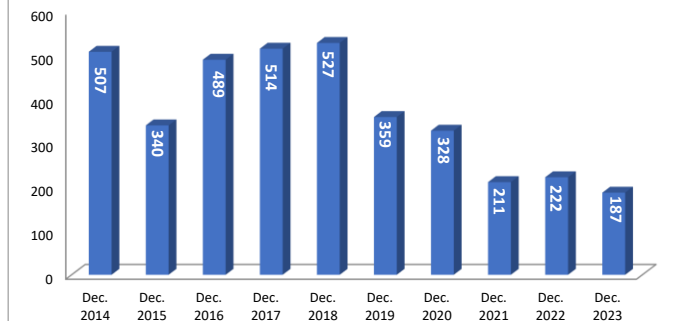
	December-23		YTD 2023		% Cleared
	Assigned	Cleared	Assigned	Cleared	
<b>Part 1 Crimes</b>					
Murder & non-Negligent	0	0	7	7	100%
Robbery	0	0	3	2	67%
Assault/Battery/Agg Aslt, Agg	0	0	9	18	200%
Burglary	0	0	2	5	250%
Auto Burglary	0	0	0	2	UNDF
Theft	0	0	4	15	375%
Arson	2	1	4	7	175%
<b>Total:</b>	<b>2</b>	<b>1</b>	<b>29</b>	<b>56</b>	<b>193%</b>
<b>Part 2 Crimes</b>					
Forgery/Counterfeiting	0	0	3	4	133%
Fraud	0	0	5	8	160%
Vandalism	0	0	0	1	UNDF
Weapons Violation	0	0	1	1	100%
Sex Offense	3	1	65	84	129%
Drug Violation	1	0	1	0	UNDF
Gambling	0	0	0	0	UNDF
Other Reportable Offenses	2	1	21	26	124%
Runaway	1	1	17	21	124%
Agency Assist	0	0	4	6	150%
Other Non-Reportable	1	1	4	4	100%
Death Investigation	4	0	37	27	73%
<b>Total:</b>	<b>12</b>	<b>4</b>	<b>158</b>	<b>182</b>	<b>115%</b>
<b>Grand Totals</b>	<b>14</b>	<b>5</b>	<b>187</b>	<b>238</b>	<b>127%</b>

Misc. Investigations Activities

	Dec.2023	YTD 2023	Dec.2022	YTD 2022
Current Active Cases	151	1351	146	2189
Supplemental Reports	66	914	57	1126
Search Warrants	5	58	4	86
Forfeitures Filed	0	1	0	0
K9 Deployments	8	51	5	116
*VSA /Criminal Polygraph	0	5	0	5

\*VSA- Voice Stress Analysis

YTD Investigations Cases Assigned

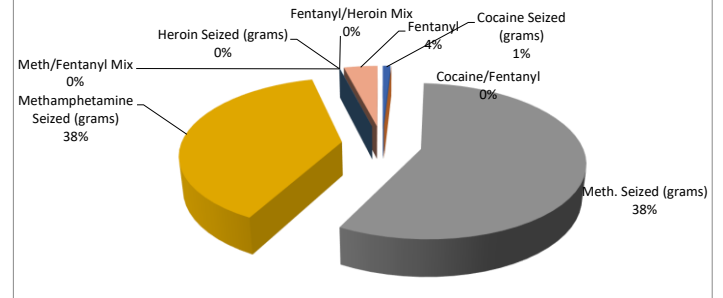


## Evidence Section

### GCPD Property and Evidence Seized

	Dec.2023	YTD 2023	Dec.2022	YTD 2022	% Change YTD
Evidence Collected	289	3188	292	3237	-2%
Guns Seized	9	58	6	71	-18%
Cocaine Seized (grams)	3.7	46.7	0	198.11	-76%
Cocaine/Fentanyl	0	0	0	0	UNDF
Marijuana Seized (grams)	80.41	2898.33	13.4	2759.09	5%
Methamphetamine Seized (grams)	30.61	1953.38	22.6	1950.05	0%
Meth/Fentanyl Mix	0	1.7	0	524.7	-100%
Heroin Seized (grams)	0	0	0	0	UNDF
Fentanyl/Heroin Mix	0	0	0	0	UNDF
Fentanyl	0	204.111	0.5	1183.8	-83%
Other Drugs Seized (grams)	5	34.9	0	80	-56%
Prescription Drugs Seized (pills)	0	368	39.5	84.5	336%
RX Drugs Drop Box (lbs.)	5	63	1.5	55.83	13%

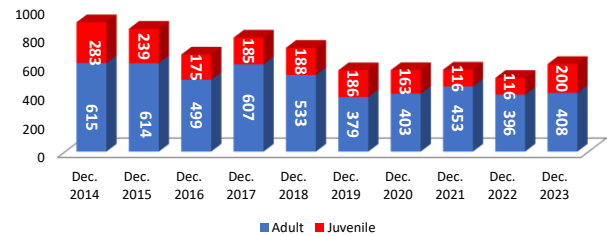
### 2023 - YTD Types of Drugs Seized



## Affidavits

	Dec.2023	YTD 2023	Dec.2022	YTD 2022	% Change YTD
Adult Affidavits	37	408	23	396	3%
Juvenile Affidavits	13	200	7	116	72%
<b>Total:</b>	<b>50</b>	<b>608</b>	<b>30</b>	<b>512</b>	<b>19%</b>

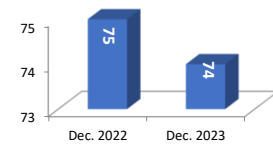
### YTD Adult and Juvenile Affidavits 10 Year Trend



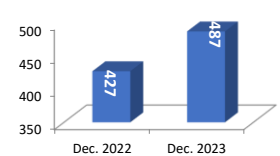
## Events

	Dec.2023 # of Events	Dec.2023 Minutes Spent	Dec.2023 # of Officers Assigned	YTD # of Events	YTD Minutes Spent	YTD # Of Officers Assigned
Community Program	2	180	20	18	3870	105
Presentations	0	0	0	16	2610	39
Parades/Traffic Control	2	270	17	17	3480	199
K9	0	0	0	6	210	6
Other	1	240	9	17	2550	141
<b>Total:</b>	<b>5</b>	<b>690</b>	<b>46</b>	<b>74</b>	<b>12720</b>	<b>490</b>

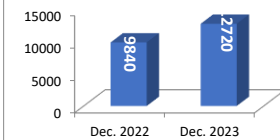
### YTD # Of Events



### YTD # Officers Utilized



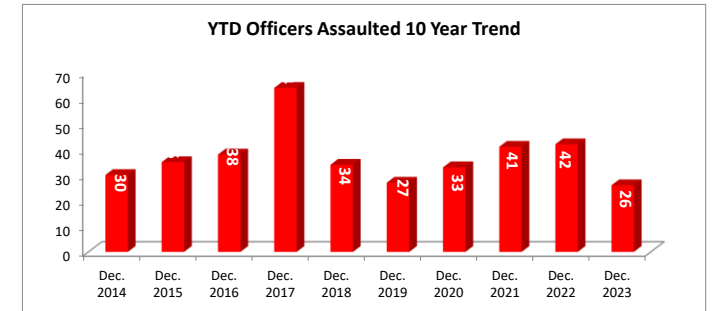
### YTD # Minutes Spent





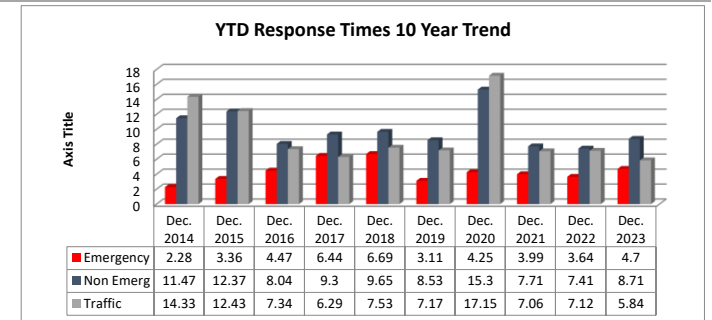
## Officers Assaulted

	Dec.2023	YTD 2023	Dec.2022	YTD 2022	% Change YTD
Firearm	0	0	2	6	-100%
Cutting Instrument	0	0	0	0	UNDF
Other Dangerous Weapon	0	5	0	3	67%
Hands, Fist, Feet, Etc.	2	21	5	33	-36%
Police Service Dog	0	0	0	0	UNDF
<b>Total Assaults:</b>	<b>2</b>	<b>26</b>	<b>7</b>	<b>42</b>	<b>-38%</b>



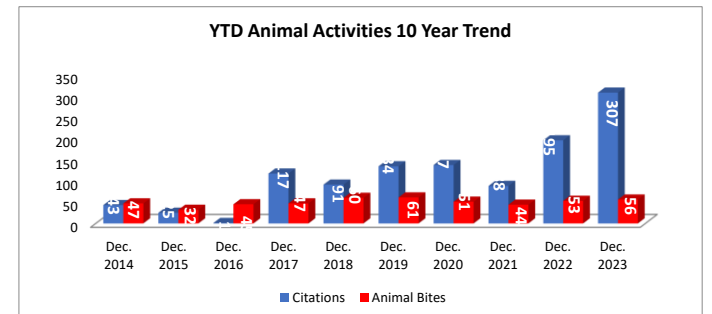
## Response Time Summary Overview

	Dec.2023	Dec.2022
Average Emergency	4.7	3.64
Average Non-Emergency	8.71	7.41
Average Traffic Accident	5.84	7.12



## Animal Incidents

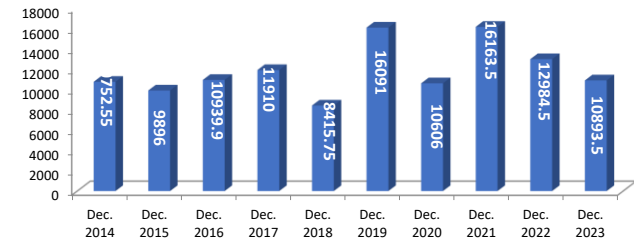
	Dec.2023	YTD 2023	Dec.2022	YTD 2022	% Change YTD
Citations Issued	10	307	5	195	57%
Animal Bites	6	56	2	53	6%



## Training Hours Received Overview

	Dec.2023	YTD 2023	Dec.2022	YTD 2022	% Change YTD
Administrative	0.00	563.00	20.00	496.50	13%
Patrol/CRD Division	0.00	4041.00	65.00	5468.00	-26%
Support Services Division	24.00	975.00	12.00	1246.25	-22%
Investigations Division	288.00	606.00	2.00	934.00	-35%
Instructor Hours	12.00	535.50	0.00	807.75	-34%
<b>SUB-TOTAL TRAINING HRS</b>	<b>324.00</b>	<b>6720.50</b>	<b>99.00</b>	<b>8952.50</b>	<b>-25%</b>
Academy Training Hours	256.00	1912.00	0.00	2913.00	-34%
SWAT Training Hours	82.00	2261.00	96.00	1314.00	72%
<b>TOTAL TRAINING HOURS</b>	<b>662.00</b>	<b>10893.50</b>	<b>195.00</b>	<b>13179.50</b>	<b>-17%</b>

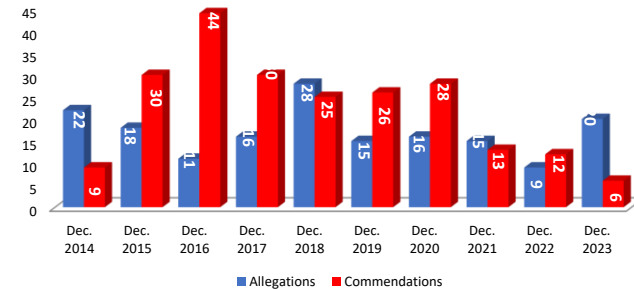
YTD Training Hours 10 Year Trend



## Administrative Overview

	Dec.2023	YTD 2023	Dec.2022	YTD 2022	% Change YTD
Allegations Received	2	20	0	9	122%
Unfounded	0	5	0	1	400%
Unsubstantiated	0	3	0	1	200%
Sustained	0	2	1	2	0%
Exonerated	0	0	1	1	-100%
Violation Not Based On Complaint	0	0	0	0	UNDF
Investigations In Progress	2	18	3	16	13%
Administrative Closure	1	5	0	0	UNDF
Commendations	2	6	1	12	-50%
Backgrounds Completed	1	19	4	26	-27%
Backgrounds Active	3	42	3	36	17%
Tested Applicants	4	61	2	56	9%
New Hires	0	14	0	16	-13%

YTD Administrative Investigations 10 Year Trend





## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Jared Kuhlmann, Finance Director  
**DATE:** February 6, 2024  
**RE:** Service and Finance Monthly Sales Tax Report - January 2024

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**ISSUE:**

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

**BACKGROUND:**

None.

**ALTERNATIVES:**

None.

**RECOMMENDATION:**

None.

**FISCAL NOTE:**

None.

**ATTACHMENTS:**

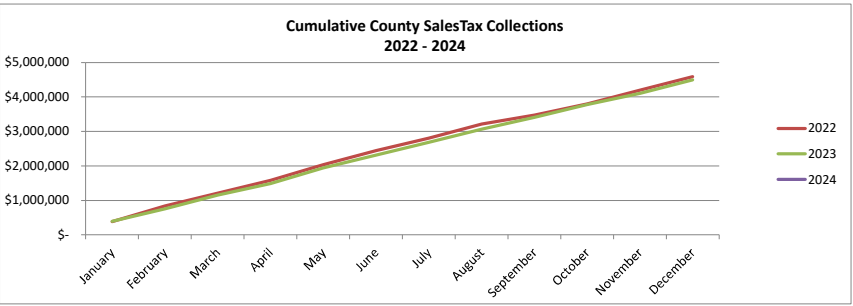
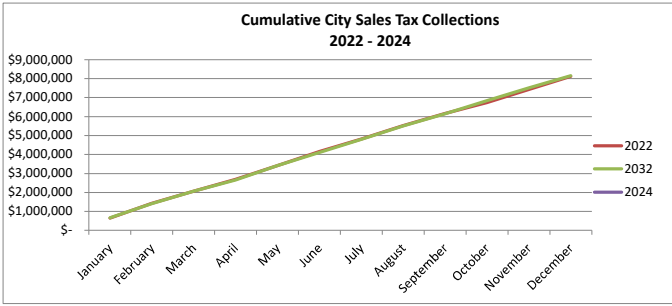
Description	Upload Date	Type
Monthly Sales Tax Report - January 2024	2/1/2024	Backup Material

ANALYSIS OF CITY SALES TAX RECEIPTS

MONTH RECEIVED	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
JANUARY	\$ 335,673	\$ 351,457	\$ 351,627	\$ 409,255	\$ 529,129	\$ 415,161	\$ 432,278	\$ 483,869	\$ 508,705	\$ 480,712	\$ 521,960	\$ 543,148	\$ 543,924	\$ 564,062	\$ 565,980	\$ 601,819	\$ 596,509	\$ 640,065	\$ 665,684	\$ 669,090
FEBRUARY	\$ 423,853	\$ 416,061	\$ 444,506	\$ 465,707	\$ 415,062	\$ 416,555	\$ 509,745	\$ 497,844	\$ 514,511	\$ 575,307	\$ 638,635	\$ 629,836	\$ 638,147	\$ 655,745	\$ 650,141	\$ 646,641	\$ 654,966	\$ 788,126	\$ 735,542	\$ -
MARCH	\$ 316,320	\$ 317,599	\$ 338,956	\$ 418,336	\$ 461,822	\$ 432,675	\$ 426,585	\$ 438,777	\$ 468,745	\$ 469,435	\$ 470,493	\$ 502,661	\$ 474,000	\$ 510,366	\$ 555,657	\$ 499,030	\$ 627,649	\$ 631,570	\$ 661,368	\$ -
APRIL	\$ 318,835	\$ 321,431	\$ 358,967	\$ 361,119	\$ 388,668	\$ 328,743	\$ 328,309	\$ 409,253	\$ 411,491	\$ 468,167	\$ 493,539	\$ 514,449	\$ 504,284	\$ 501,872	\$ 457,775	\$ 533,006	\$ 559,450	\$ 626,920	\$ 592,420	\$ -
MAY	\$ 351,143	\$ 372,027	\$ 382,562	\$ 426,812	\$ 362,989	\$ 430,701	\$ 442,882	\$ 502,577	\$ 481,623	\$ 528,216	\$ 556,737	\$ 569,117	\$ 584,814	\$ 579,847	\$ 607,072	\$ 560,306	\$ 637,511	\$ 727,163	\$ 765,370	\$ -
JUNE	\$ 319,314	\$ 364,552	\$ 363,536	\$ 398,458	\$ 413,934	\$ 423,173	\$ 471,595	\$ 457,884	\$ 469,940	\$ 526,978	\$ 523,569	\$ 524,973	\$ 488,288	\$ 529,078	\$ 551,413	\$ 526,197	\$ 615,152	\$ 749,400	\$ 690,456	\$ -
JULY	\$ 330,628	\$ 350,754	\$ 394,947	\$ 456,516	\$ 469,538	\$ 402,144	\$ 431,189	\$ 453,965	\$ 554,262	\$ 540,941	\$ 540,334	\$ 551,396	\$ 527,818	\$ 571,285	\$ 591,262	\$ 560,739	\$ 645,485	\$ 652,941	\$ 679,201	\$ -
AUGUST	\$ 371,521	\$ 377,510	\$ 372,473	\$ 456,809	\$ 373,995	\$ 433,641	\$ 420,914	\$ 490,394	\$ 504,212	\$ 526,281	\$ 546,571	\$ 535,506	\$ 575,191	\$ 552,932	\$ 580,309	\$ 609,252	\$ 594,021	\$ 701,907	\$ 711,936	\$ -
SEPTEMBER	\$ 323,475	\$ 341,558	\$ 388,244	\$ 463,398	\$ 421,706	\$ 415,115	\$ 433,117	\$ 424,160	\$ 529,341	\$ 509,837	\$ 548,219	\$ 534,225	\$ 537,191	\$ 552,981	\$ 611,822	\$ 574,299	\$ 647,049	\$ 646,904	\$ 641,621	\$ -
OCTOBER	\$ 369,193	\$ 365,725	\$ 408,881	\$ 446,179	\$ 411,421	\$ 425,392	\$ 450,833	\$ 468,586	\$ 501,467	\$ 516,778	\$ 517,874	\$ 563,222	\$ 528,383	\$ 559,878	\$ 574,684	\$ 577,225	\$ 603,159	\$ 577,619	\$ 699,621	\$ -
NOVEMBER	\$ 337,133	\$ 351,892	\$ 352,723	\$ 435,767	\$ 402,883	\$ 390,433	\$ 412,877	\$ 474,976	\$ 422,213	\$ 496,772	\$ 528,692	\$ 541,283	\$ 547,752	\$ 518,223	\$ 567,513	\$ 521,586	\$ 530,010	\$ 682,330	\$ 661,283	\$ -
DECEMBER	\$ 338,058	\$ 356,317	\$ 396,872	\$ 432,701	\$ 461,792	\$ 412,973	\$ 481,207	\$ 424,131	\$ 501,046	\$ 519,605	\$ 539,387	\$ 522,361	\$ 501,313	\$ 529,852	\$ 536,285	\$ 563,392	\$ 705,360	\$ 684,862	\$ 649,121	\$ -
TOTAL RECEIPTS	\$ 4,135,146	\$ 4,286,883	\$ 4,554,294	\$ 5,171,057	\$ 5,112,939	\$ 4,926,706	\$ 5,241,531	\$ 5,526,416	\$ 5,867,556	\$ 6,159,029	\$ 6,426,010	\$ 6,532,177	\$ 6,451,105	\$ 6,626,121	\$ 6,849,913	\$ 6,773,491	\$ 7,416,321	\$ 8,109,805	\$ 8,153,624	\$ 669,090
PERCENTAGE CHANGE	-2.47%	3.67%	6.24%	13.54%	-1.12%	-3.64%	6.39%	5.44%	6.17%	4.97%	4.33%	1.65%	-1.24%	2.71%	3.38%	-1.12%	9.49%	9.35%	0.54%	-91.79%

ANALYSIS OF COUNTY-WIDE SALES TAX RECEIPTS

MONTH RECEIVED	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
JANUARY	\$ 89,620	\$ 90,890	\$ 96,504	\$ 112,365	\$ 136,559	\$ 194,148	\$ 172,402	\$ 201,675	\$ 215,987	\$ 207,262	\$ 300,664	\$ 307,037	\$ 317,152	\$ 327,188	\$ 321,485	\$ 367,380	\$ 334,224	\$ 382,914	\$ 396,394	\$ 354,297
FEBRUARY	\$ 106,162	\$ 108,918	\$ 117,464	\$ 120,392	\$ 112,708	\$ 168,090	\$ 206,332	\$ 201,136	\$ 213,048	\$ 244,277	\$ 362,832	\$ 358,531	\$ 364,135	\$ 376,672	\$ 373,022	\$ 360,916	\$ 373,850	\$ 459,070	\$ 358,637	\$ -
MARCH	\$ 83,528	\$ 84,800	\$ 91,096	\$ 111,384	\$ 127,434	\$ 176,275	\$ 176,089	\$ 187,616	\$ 198,757	\$ 200,357	\$ 290,207	\$ 301,101	\$ 282,153	\$ 298,258	\$ 337,311	\$ 327,594	\$ 359,218	\$ 372,085	\$ 398,920	\$ -
APRIL	\$ 88,156	\$ 88,367	\$ 97,920	\$ 97,076	\$ 105,529	\$ 136,058	\$ 140,393	\$ 176,191	\$ 179,735	\$ 202,588	\$ 302,975	\$ 303,689	\$ 302,845	\$ 291,365	\$ 355,975	\$ 302,658	\$ 313,114	\$ 371,237	\$ 331,446	\$ -
MAY	\$ 96,607	\$ 100,809	\$ 103,484	\$ 113,955	\$ 102,518	\$ 173,875	\$ 182,165	\$ 217,621	\$ 215,823	\$ 225,522	\$ 329,154	\$ 324,679	\$ 343,200	\$ 333,071	\$ 352,774	\$ 319,616	\$ 349,824	\$ 452,363	\$ 462,759	\$ -
JUNE	\$ 82,884	\$ 99,561	\$ 98,793	\$ 107,235	\$ 110,225	\$ 174,577	\$ 192,468	\$ 197,406	\$ 205,745	\$ 227,284	\$ 313,770	\$ 298,761	\$ 301,306	\$ 306,362	\$ 332,182	\$ 348,707	\$ 322,313	\$ 405,973	\$ 369,590	\$ -
JULY	\$ 88,888	\$ 95,381	\$ 109,492	\$ 130,863	\$ 126,193	\$ 163,203	\$ 175,188	\$ 199,698	\$ 238,623	\$ 232,796	\$ 313,034	\$ 330,600	\$ 314,986	\$ 335,180	\$ 332,067	\$ 323,487	\$ 342,546	\$ 367,080	\$ 368,825	\$ -
AUGUST	\$ 101,836	\$ 104,308	\$ 99,317	\$ 123,221	\$ 103,580	\$ 180,595	\$ 178,778	\$ 209,006	\$ 213,331	\$ 223,986	\$ 317,123	\$ 303,152	\$ 337,844	\$ 344,467	\$ 338,976	\$ 366,555	\$ 322,660	\$ 408,789	\$ 378,761	\$ -
SEPTEMBER	\$ 87,159	\$ 93,570	\$ 106,941	\$ 133,521	\$ 111,381	\$ 174,612	\$ 178,054	\$ 180,008	\$ 232,303	\$ 304,118	\$ 318,362	\$ 326,369	\$ 334,573	\$ 317,832	\$ 364,224	\$ 343,757	\$ 337,376	\$ 252,369	\$ 345,634	\$ -
OCTOBER	\$ 105,259	\$ 101,146	\$ 112,166	\$ 117,796	\$ 108,343	\$ 174,202	\$ 189,062	\$ 203,819	\$ 218,503	\$ 313,005	\$ 301,429	\$ 330,331	\$ 323,573	\$ 331,607	\$ 336,116	\$ 355,188	\$ 366,176	\$ 327,539	\$ 373,194	\$ -
NOVEMBER	\$ 95,946	\$ 94,231	\$ 107,500	\$ 117,428	\$ 111,973	\$ 153,378	\$ 174,342	\$ 208,611	\$ 184,384	\$ 304,259	\$ 308,291	\$ 321,505	\$ 331,203	\$ 303,002	\$ 292,047	\$ 321,857	\$ 327,221	\$ 398,510	\$ 361,868	\$ -
DECEMBER	\$ 88,792	\$ 94,570	\$ 109,693	\$ 114,846	\$ 160,409	\$ 161,622	\$ 196,711	\$ 182,159	\$ 236,524	\$ 312,690	\$ 312,260	\$ 310,550	\$ 299,058	\$ 311,284	\$ 287,121	\$ 299,985	\$ 377,925	\$ 393,418	\$ 352,334	\$ -
TOTAL RECEIPTS	\$ 1,114,837	\$ 1,156,551	\$ 1,250,370	\$ 1,400,082	\$ 1,416,852	\$ 2,030,635	\$ 2,161,984	\$ 2,364,946	\$ 2,552,763	\$ 2,998,144	\$ 3,770,101	\$ 3,816,305	\$ 3,852,028	\$ 3,876,288	\$ 4,023,300	\$ 4,037,701	\$ 4,126,447	\$ 4,591,345	\$ 4,498,363	\$ 354,297
PERCENTAGE CHANGE	"FLAT"	3.74%	8.11%	11.97%	1.20%	43.32%	6.47%	9.39%	7.94%	17.45%	25.75%	1.23%	0.94%	0.63%	3.79%	0.36%	2.20%	11.27%	-2.03%	-92.12%





CITY OF GARDEN CITY, KANSAS  
.30 SALES TAX RECEIPTS

MONTH RECEIVED		2019	2020	2021	2022	2023	2024
JANUARY	CI	\$ 112,024	\$ 116,089	\$ 114,388	\$ 133,927	\$ 140,015	\$ 145,980
	CO	\$ 107,555	\$ 110,570	\$ 108,950	\$ 127,295	\$ 129,717	\$ 142,672
FEBRUARY	CI	\$ 124,595	\$ 123,227	\$ 130,539	\$ 362,806	\$ 164,801	\$ -
	CO	\$ 118,628	\$ 117,135	\$ 124,027	\$ 341,655	\$ 165,290	\$ -
MARCH	CI	\$ 111,700	\$ 112,967	\$ 123,519	\$ 125,534	\$ 139,125	\$ -
	CO	\$ 106,351	\$ 107,383	\$ 117,358	\$ 118,216	\$ 129,518	\$ -
APRIL	CI	\$ 116,534	\$ 100,888	\$ 109,373	\$ 131,563	\$ 129,542	\$ -
	CO	\$ 110,953	\$ 96,695	\$ 104,711	\$ 123,893	\$ 125,033	\$ -
MAY	CI	\$ 117,101	\$ 106,391	\$ 133,855	\$ 155,074	\$ 163,281	\$ -
	CO	\$ 111,493	\$ 101,131	\$ 133,154	\$ 146,034	\$ 152,007	\$ -
JUNE	CI	\$ 108,040	\$ 120,050	\$ 129,002	\$ 145,231	\$ 141,953	\$ -
	CO	\$ 102,571	\$ 114,116	\$ 128,297	\$ 139,862	\$ 135,748	\$ -
JULY	CI	\$ 115,962	\$ 100,650	\$ 131,269	\$ 135,726	\$ 145,261	\$ -
	CO	\$ 110,409	\$ 95,674	\$ 130,174	\$ 130,847	\$ 140,976	\$ -
AUGUST	CI	\$ 114,035	\$ 113,280	\$ 128,775	\$ 157,786	\$ 155,211	\$ -
	CO	\$ 108,614	\$ 107,895	\$ 127,648	\$ 149,708	\$ 151,606	\$ -
SEPTEMBER	CI	\$ 122,269	\$ 106,203	\$ 130,397	\$ 159,282	\$ 134,643	\$ -
	CO	\$ 116,457	\$ 101,155	\$ 129,211	\$ 171,128	\$ 130,548	\$ -
OCTOBER	CI	\$ 113,607	\$ 117,141	\$ 139,434	\$ 118,735	\$ 150,823	\$ -
	CO	\$ 108,207	\$ 111,573	\$ 137,829	\$ 114,644	\$ 147,413	\$ -
NOVEMBER	CI	\$ 99,709	\$ 101,840	\$ 140,410	\$ 149,989	\$ 143,734	\$ -
	CO	\$ 95,225	\$ 96,999	\$ 138,036	\$ 142,981	\$ 139,666	\$ -
DECEMBER	CI	\$ 129,469	\$ 114,828	\$ 149,569	\$ 148,666	\$ 139,540	\$ -
	CO	\$ 128,889	\$ 113,443	\$ 148,889	\$ 141,478	\$ 135,911	\$ -
TOTAL RECEIPTS		\$ 2,710,397	\$ 2,607,323	\$ 3,088,815	\$ 3,772,058	\$ 3,431,364	\$ 288,652
% Change		83.76%	-3.80%	18.47%	22.12%	-9.03%	-91.59%

CITY OF GARDEN CITY, KANSAS  
.15 SALES TAX RECEIPTS

MONTH RECEIVED	2022	2023	2024
JANUARY		\$ 113,537	\$ 115,104
FEBRUARY		\$ 128,378	\$ -
MARCH		\$ 111,185	\$ -
APRIL		\$ 101,915	\$ -
MAY		\$ 131,348	\$ -
JUNE	\$ 125,872	\$ 117,497	\$ -
JULY	\$ 108,467	\$ 114,417	\$ -
AUGUST	\$ 124,528	\$ 121,461	\$ -
SEPTEMBER	\$ 114,285	\$ 107,606	\$ -
OCTOBER	\$ 93,730	\$ 119,362	\$ -
NOVEMBER	\$ 116,345	\$ 113,780	\$ -
DECEMBER	\$ 116,680	\$ 110,824	\$ -
<b>TOTAL RECEIPTS</b>	<b>\$ 799,907</b>	<b>\$ 1,391,310</b>	<b>\$ 115,104</b>

CITY OF GARDEN CITY, KANSAS  
ANALYSIS OF SALES TAX RECEIPTS  
FULL COLLECTION BASIS

**ANALYSIS OF CITY-WIDE SALES TAX RECEIPTS**

MONTH RECEIVED	2022	2023	2024
JANUARY	\$ 640,065	\$ 765,537	\$ 819,202
FEBRUARY	\$ 788,126	\$ 935,280	-
MARCH	\$ 631,570	\$ 760,573	-
APRIL	\$ 626,920	\$ 714,702	-
MAY	\$ 727,163	\$ 880,175	-
JUNE	\$ 884,909	\$ 820,964	-
JULY	\$ 773,419	\$ 824,422	-
AUGUST	\$ 833,889	\$ 870,533	-
SEPTEMBER	\$ 921,650	\$ 776,081	-
OCTOBER	\$ 699,572	\$ 856,211	-
NOVEMBER	\$ 815,060	\$ 803,049	-
DECEMBER	\$ 815,874	\$ 790,181	-
<b>TOTAL RECEIPTS</b>	<b>\$ 9,158,214</b>	<b>\$ 9,797,707</b>	<b>\$ 819,202</b>

Amounts include Full Collection (includes City STAR portion - dedicated).

**Current Breakdown**

**Sales Tax in Garden City and Expiration Dates**

<u><b>Taxing Entity</b></u>	<u><b>% of Tax</b></u>	<u><b>Expiration Dates</b></u>
State of Kansas	6.5	% Change when Needed
Finney County-General	0.5	Continuous
Finney County-Special	0.25	10/1/2027
Finney County-Special	0.25	6/30/2037
Finney County-Special	0.3	3/31/2033
Garden City	0.5	Continuous
Garden City-Special	0.5	9/30/2025
Garden City-Special	0.15	3/31/2037
<b>Total</b>	<b>8.95</b>	

The City currently has four Community Improvement Districts that carry an additional 1% tax.



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Celyn Hurtado, City Clerk  
**DATE:** February 6, 2024  
**RE:** 02-06-2024 Meetings of Note

---

### **ISSUE:**

- February 5, 2024 - Southwest Kansas Chambers Night Out in Topeka at the Beacon from 4:00 - 7:00 p.m.
- February 15, 2024 - City Commission training with Mike Conduff at the City Administrative Center from 8:30 a.m. - 1:30 p.m.
- February 16, 2024 - Garden City Area Chamber of Commerce Legislative Coffee at Garden City Community College at Beth Tedrow Student Center at 10:00 a.m.
- February 21, 2024 - Garden City Area Chamber of Commerce breakfast at the Clarion Inn at 7:10 a.m.
- February 28, 2024 - Finney County Economic Development Corporation Board meeting at the City Administrative Center, Commission Chambers at 7:30 a.m.
- March 8, 2024 - Governing Body Goal Setting Retreat at the Finnup Center from 8:30 a.m. - 5:00 p.m.





## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Aleecya Charles, Assistant Neighborhood and Development Services Director  
**DATE:** February 6, 2024  
**RE:** Annexation Ordinance

---

### **ISSUE:**

The Governing Body is asked to consider and approve an ordinance to annex real property located at east Mary Street and E. Highway 156.

1. Ordinance No. \_\_\_\_\_ - 2024, an ordinance annexing land to the City of Garden City, Kansas, pursuant to Subsections (a)(2) and (7) of K.S.A. 12-520.

### **BACKGROUND:**

Worf Land LLC, is the property owner of +/- 11.05 acres located at east Mary Street and E. Highway 156 has consented to annex into the City of Garden City, Kansas. The property is zoned General Commercial and is contiguous to the current City boundaries. The request includes all City services of water, waste water and electric.

The property is located within the certified service territory of Wheatland Electric Cooperation. Therefore, should the Governing Body move forward with the annexation, there is a process defined in state statutes on how the retail electric provider would be selected to serve this property. That process will be guided by the City Attorney's office and be returned to the Governing Body at a later date.

### **ALTERNATIVES:**

1. The Governing Body may approve the ordinance to annex +/- 11.05 acres of real property into the City boundaries.
2. The Governing Body may not approve the ordinance.

### **RECOMMENDATION:**

Staff recommends the Governing Body approve the ordinance to annex +/- 11.05 acres of real property into the City boundaries.

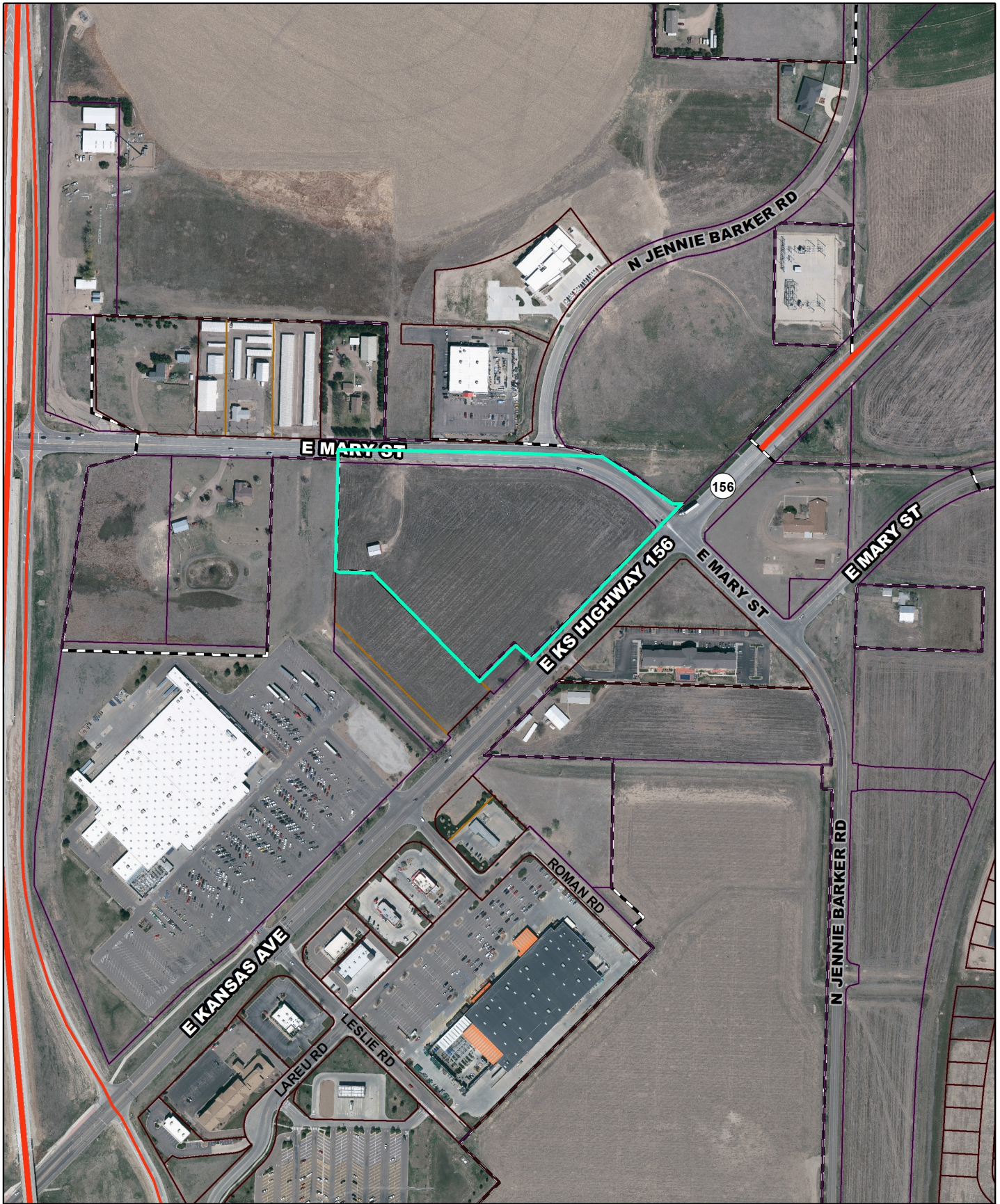
### **FISCAL NOTE:**

There is no financial impact to the City by annexing this property into the City of Garden City.



### **ATTACHMENTS:**

Description	Upload Date	Type
Worf Annexation Map	2/2/2024	Backup Material
Ordinance	2/2/2024	Backup Material





**Legend**

-  Annexation Area
-  Municipal Boundaries

0 250 500 1,000 Feet





ORDINANCE NO. \_\_\_\_-2024

AN ORDINANCE ANNEXING LAND TO THE CITY OF GARDEN CITY, KANSAS  
PURSUANT TO SUBSECTIONS (a)(2) and (7) of K.S.A. 12-520.

**WHEREAS**, the land, as more particularly described herein, is generally located in the Northeast Quarter (NE¼) of Section Nine (9), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6th P.M., Finney County, Kansas and is commonly known and numbered as 3210 East Mary Street in Garden City, Kansas; and

**WHEREAS**, the herein described land adjoins the corporate limits of Garden City, Kansas and is owned by Worf Land, L.L.C., a Kansas limited liability company ("Owner"); and

**WHEREAS**, Owner has filed a written consent to the annexation of the herein described land with the City of Garden City, Kansas ("City"); and

**WHEREAS**, due to a portion of the herein described land being owned by the City, the City herein provides its written consent to annexation pursuant to subsection (a)(2) of K.S.A. 12-520 for any such tracts; and

**WHEREAS**, the exception set forth in subsection (b) of K.S.A. 12-520 does not apply to this proposed annexation because no portion of any unplatted portions of the herein described land proposed to be annexed is devoted to agricultural use of twenty-one (21) acres or more; and

**WHEREAS**, the exception set forth in subsection (e) of K.S.A. 12-520 does not apply to this proposed annexation because any portion of the herein described land proposed to be annexed constituting the right-of-way of a highway is abutted on one side by land that is already within the City or is being annexed to the City in this ordinance; and

**WHEREAS**, the Governing Body of the City finds it advisable to annex said land.

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

**SECTION 1.** That the following described real property situated in FINNEY COUNTY, KANSAS is hereby annexed and made a part of the City of Garden City, Kansas (the "Property"):

A tract of land in the Northeast Corner of Section 9, Township 24 South, Range 32 West of the Sixth Principal Meridian, Finney County Kansas, described as follows:

Commencing at the Northeast Corner of Section 9, Township 24S, Range 32W; Thence N88°21'23"W along the north line of said section 805.64 feet more-or-less to a point on a curve of Ordinance No. 2711-2015, City of Garden City Kansas recorded in Book 322 Page 886 Finney County Kansas Register of Deeds, point being the POINT OF BEGINNING; Thence continuing westerly along the north line of said section 876.73 feet more-or-less to the northwest corner of a tract of land recorded in Book 292 Page 262 Finney County Kansas Register of Deeds; Thence S01°38'37"W along the west line of said tract 397.8 feet more-or-less to the southwest corner of said tract; Thence S88°21'23"E along the south line of said tract 111.95 feet more or less to the northeast corner Lot 1 Block 1 of Prairie Crossing North Addition No. 1, Garden City Kansas; Thence S45°15'36"E along the northeast line of said Lot 1 500.00' feet more-or-less to a

line of Ordinance No. 2264-2004, City of Garden City Kansas recorded in Book 261 Page 844 Finney County Kansas Register of Deeds; Thence N44°44'24"E along a line of said Ordinance 150.00 feet more-or-less to a corner of said Ordinance; Thence S45°15'36"E along a northeasterly line of said Ordinance 75.08 feet more-or-less to the north right-of-way line of Highway K-156, line also being the northwest line of Ordinance 2712-2015 recorded in Book 322 Page 885 Finney County Kansas Register of Deeds; Thence N44°46'34"E along said north right-of-way line of Highway K-156 a distance of 603.47 feet more-or-less to the south corner of a tract of land recorded in Book 266 Page 211 Finney County Kansas Register of Deeds; Thence N44°46'34"E along the southeast line of said tract 110.00' to the east corner of said tract; Thence S89°46'34"W along a northeasterly line of said tract 21.21 feet; Thence N45°13'26"W along a northeasterly line of said tract 80.86 feet to a point of curvature along said tract; Thence northwesterly along a tangent curve having a length of 128.56 feet, a central angle of 13°38'03" and a radius of 540.00 feet to the northeast corner of said tract; Thence continuing on an extension of said curve for a distance 68.85 feet more-or-less to the POINT OF BEGINNING.

**SECTION 2.** The above description is provided for the limited purpose of annexation.

**SECTION 3.** The annexation herein is made pursuant to subsection (a)(7) of K.S.A. 12-520 and, to the extent of any land owned by the City, subsection (a)(2) of K.S.A. 12-520.

**SECTION 4.** No resolution, notice, or public hearing is required, pursuant to subsection (f) of K.S.A. 12-520a.

**SECTION 5.** No plan for extension of services is required, pursuant to subsection (c) of K.S.A. 12-520b.

**SECTION 6.** If any section, clause, sentence, or phrase of this ordinance is found to be unconstitutional or is otherwise held invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining parts of this ordinance. Without limiting the foregoing and in the event that the consent of any owner is found to be invalid or was omitted in relation to any tract of land situated within the boundaries of the real property set forth herein, that particular tract shall be severable from the remaining tracts of land within said boundaries and any such invalidity or omission shall in no way affect the validity of the remaining tracts of land to be annexed herein. For the purposes of this section, the term "owner" shall have the meaning ascribed to it in subsection (c) of K.S.A. 12-519.

**SECTION 7.** This ordinance shall be conditioned upon the City and Owner entering into one or more agreements related to this annexation and related to the rezoning of the Property, which agreements shall include provisions mutually agreed to by the City and Owner, subsequent to the approval and passage of this ordinance. In the event of the nonoccurrence of any condition set forth in this section, this ordinance shall be null and void and of no force and effect.

**SECTION 8.** This ordinance shall take effect and be in force from and after: (a) the effective date of the agreement(s) to be entered into by and between the City and Owner; and (b) the publication of this ordinance in the Garden City Telegram.

**SECTION 9.** Upon the passage and publication of this ordinance, the City Clerk shall file a certified copy of such ordinance with the County Clerk, the Register of Deeds, and the County Election Commissioner, if any, of Finney County, Kansas.



APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, the 6<sup>th</sup> day of February, 2024.

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MANUEL F. ORTIZ, Mayor

ATTEST:

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

APPROVED AS TO FORM AND CONTENT:

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JENNIFER V. CUNNINGHAM, City Attorney



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Trent Maxwell, Neighborhood & Development Services Director  
**DATE:** February 6, 2024  
**RE:** Environmental Nuisance Resolution at 314 N. 13th Street

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### **ISSUE:**

The Governing Body is asked to consider and approve an Environmental Nuisance Resolution.

1. Resolution No. \_\_\_\_\_-2024, a resolution authorizing the removal of nuisance conditions from the property listed below in the City pursuant to Section 38-139 of the Code of Ordinances of the City of Garden City, Kansas (314 N 13th Street - Indoor appliances and a couch located outside of the property).

### **BACKGROUND:**

The Governing Body of the City of Garden City has declared it unlawful for any person to maintain nuisance conditions on private property within the City of Garden City. It has been determined that the residence located at 314 N 13th Street has an environmental nuisance condition on the property and is in violation of the City's Environmental Codes. There are indoor appliances (deep freezer) and a couch located outside of the property.

Staff has visited the property on many occasions. The property owner and the residents have been notified by two order of violations sent December 14, 2023, and January 4, 2024. The property owner and the residents were unable to be reached and no contact was attempted by the property owners according to Section 38-137 of the Environmental Code of Ordinances and have neither abated the nuisance conditions nor requested a hearing before the Governing Body. The attached resolution will allow staff to mitigate the environmental nuisance on this property.

### **ALTERNATIVES:**

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

### **RECOMMENDATION:**

Staff recommends the Governing Body approve the attached resolution.

### **FISCAL NOTE:**

The abatement cost incurred by the City shall be charged against the lots or parcels of ground on which the environmental nuisance is located.

### **ATTACHMENTS:**

Description	Upload Date	Type
Environmental Resolution - 314 N 13th	1/30/2024	Backup Material



(Published in The Garden City Telegram on the \_\_\_\_\_ day of \_\_\_\_\_, 2024)

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE REMOVAL OF NUISANCE CONDITIONS FROM THE PROPERTY LISTED BELOW IN THE CITY OF GARDEN CITY, KANSAS, PURSUANT TO SECTION 38-139 OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS. (314 N. 13<sup>th</sup> Street)**

**WHEREAS**, the Governing Body of the City of Garden City has declared it unlawful for any person to maintain nuisance conditions on private property within the City of Garden City, and

**WHEREAS**, the resident and/or owners of the private property at the address listed herein have been notified pursuant to Section 38-137 of the Environmental Code of Ordinances and have neither abated the nuisance conditions nor requested a hearing before the Governing Body.

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

**SECTION 1.** Ten (10) days after passage of this Resolution, and after notification of person in violation by one of the methods prescribed in Section 38-139, the Public Officer is hereby authorized to abate the following nuisance conditions:

*314 N 13<sup>th</sup> Street -Environmental Yard- Indoor appliances (deep freezer) and a couch located outside of the property.*

**SECTION 2.** The abatement costs incurred by the City shall be charged against the lot or parcel of ground on which the nuisance is located.

**PASSED AND APPROVED** by the Governing Body of the City of Garden City, Kansas, on this 6<sup>th</sup> day of February 2024.

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**Manuel F. Ortiz, MAYOR**

**ATTEST:**

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**Celyn N. Hurtado, CITY CLERK**



314 N 13<sup>th</sup> St.





## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Trent Maxwell, Neighborhood & Development Services Director  
**DATE:** February 6, 2024  
**RE:** Environmental Nuisance Resolution at 307 N. 12th Street

---

### **ISSUE:**

The Governing Body is asked to consider and approve an Environmental Nuisance Resolution.

1. Resolution No. \_\_\_\_\_-2024, a resolution authorizing the removal of nuisance conditions from the property listed below in the City pursuant to Section 38-139 of the Code of Ordinances of the City of Garden City, Kansas (307 N. 12th Street - A vending machine and other misc. items located outside of the property).

### **BACKGROUND:**

The Governing Body of the City of Garden City has declared it unlawful for any person to maintain nuisance conditions on private property within the City of Garden City. It has been determined that the residence located at 307 N. 12th Street has an environmental nuisance condition on the property and is in violation of the City's Environmental Codes. There is a vending machine and other misc. items (containers, etc.) located outside of the property.

Staff has visited the property on many occasions. The property owner and the residents have been notified by two order of violations sent December 14, 2023, and January 4, 2024. The property owner and the residents were unable to be reached and no contact was attempted by the property owners according to Section 38-137 of the Environmental Code of Ordinances and have neither abated the nuisance conditions nor requested a hearing before the Governing Body. The attached resolution will allow staff to mitigate the environmental nuisance on this property.

### **ALTERNATIVES:**

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

### **RECOMMENDATION:**

Staff recommends the Governing Body approve the attached resolution.

### **FISCAL NOTE:**

The abatement cost incurred by the City shall be charged against the lots or parcels of ground on which the environmental nuisance is located.

### **ATTACHMENTS:**

Description	Upload Date	Type
Environmental Resolution - 307 N 12th	1/30/2024	Backup Material



(Published in The Garden City Telegram on the \_\_\_\_\_ day of \_\_\_\_\_, 2024)

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE REMOVAL OF NUISANCE CONDITIONS FROM THE PROPERTY LISTED BELOW IN THE CITY OF GARDEN CITY, KANSAS, PURSUANT TO SECTION 38-139 OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS. (307 N. 12<sup>th</sup> Street)**

**WHEREAS**, the Governing Body of the City of Garden City has declared it unlawful for any person to maintain nuisance conditions on private property within the City of Garden City, and

**WHEREAS**, the resident and/or owners of the private property at the address listed herein have been notified pursuant to Section 38-137 of the Environmental Code of Ordinances and have neither abated the nuisance conditions nor requested a hearing before the Governing Body.

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

**SECTION 1.** Ten (10) days after passage of this Resolution, and after notification of person in violation by one of the methods prescribed in Section 38-139, the Public Officer is hereby authorized to abate the following nuisance conditions:

*307 N 12<sup>th</sup> Street -Environmental Yard- A vending machine and other misc. items (containers, etc.) located outside of the property.*

**SECTION 2.** The abatement costs incurred by the City shall be charged against the lot or parcel of ground on which the nuisance is located.

**PASSED AND APPROVED** by the Governing Body of the City of Garden City, Kansas, on this 6<sup>th</sup> day of February 2024.

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**Manuel F. Ortiz, MAYOR**

**ATTEST:**

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**Celyn N. Hurtado, CITY CLERK**



307 N 12<sup>th</sup> St.





## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Trent Maxwell, Neighborhood & Development Services Director  
**DATE:** February 6, 2024  
**RE:** Motor Vehicle Nuisance at 611 W. Fulton Street

---

### **ISSUE:**

The Governing Body is asked to consider and approve a Motor Vehicle Nuisance Resolution.

1. Resolution No. \_\_\_\_\_-2024, a resolution authorizing the removal of motor vehicle nuisances from certain properties in the City of Garden City, Kansas, pursuant to Section 38-63 of the Code of Ordinances of the City of Garden City, Kansas (611 W Fulton St. - A grey vehicle and a blue vehicle).

### **BACKGROUND:**

The Governing Body of the City of Garden City has declared it unlawful for any person to maintain nuisance conditions on private property within the City of Garden City. It has been determined that the residence located at 611 W. Fulton Street has an environmental nuisance condition on the property and is in violation of the City's Environmental Codes. There is two inoperable vehicles located on the property a grey vehicle and a blue vehicle.

Staff has visited the property on many occasions. The property owner and the residents have been notified by two order of violations sent December 14, 2023, and January 4, 2024. The property owner and the residents were unable to be reached and no contact was attempted by the property owners according to Section 38-137 of the Environmental Code of Ordinances and have neither abated the nuisance conditions nor requested a hearing before the Governing Body. The attached resolution will allow staff to mitigate the environmental nuisance on this property.

### **ALTERNATIVES:**

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

### **RECOMMENDATION:**

Staff recommends the Governing Body approve the attached resolution.

### **FISCAL NOTE:**

The abatement costs incurred by the City will be charged against the lots or parcels of ground on which the motor vehicle nuisance is located.

### **ATTACHMENTS:**

Description	Upload Date	Type
Vehicle Photo - 611 W Fulton St	1/30/2024	Backup Material





611 W. Fulton Street





**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE REMOVAL OF MOTOR VEHICLE NUISANCES FROM CERTAIN PROPERTIES IN THE CITY OF GARDEN CITY, KANSAS, PURSUANT TO SECTION 38-63 OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS. (611 W. Fulton St.)**

**WHEREAS**, the Governing Body of the City of Garden City has declared it unlawful for any person to maintain a motor vehicle nuisance on private property within the City of Garden City, and

**WHEREAS**, the residents and/or owners of the private property at the addresses listed herein have been notified pursuant to Section 38-63 of the Code of Ordinances and have neither abated the nuisance conditions nor requested a hearing before the Governing Body.

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

**SECTION 1.** Ten (10) days after passage of this Resolution the Public Officer is hereby authorized to abate the following motor vehicle nuisance conditions:

*611 W Fulton St. - Inoperable and/or unregistered vehicle- A grey vehicle and a blue vehicle*

**SECTION 2.** Within a 12-month period of the date of the order issued under the authority of section 38-62, should the city or a person abate the described nuisance condition by removal of the motor vehicle, and then the motor vehicle is returned to the same premises resulting in the same nuisance condition, the city may proceed to abate the nuisance condition pursuant to Section 38-63, without the issuance of a new resolution or order.

**SECTION 3.** The abatement costs incurred by the City shall be charged against the lots or parcels of ground on which the motor vehicle nuisance is located.

**PASSED AND APPROVED** by the Governing Body of the City of Garden City, Kansas, on this 6<sup>th</sup> day of February 2024.

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**Manuel F. Ortiz, MAYOR**

**ATTEST:**

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**Celyn N. Hurtado, CITY CLERK**



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Danielle B. Burke, Assistant City Manager  
**DATE:** February 6, 2024  
**RE:** Planning & Development Consultant Agreement

---

### **ISSUE:**

The Governing Body is asked to consider and approve the Planning & Development Consultant Agreement between the City of Garden City and Finney County.

### **BACKGROUND:**

The City of Garden City and Finney County have been in an interlocal partnership for the consolidated provision of Planning, Zoning, Inspection, and Code Enforcement services since 1994. In June of 2022, County Commissioner Chair Pishny and County Administrator Reece expressed to City staff a desire to revisit the terms of the agreement, and discussions about perceived areas of improvement and development processes commenced.

Beginning in November of 2022, those discussions started to more narrowly focus on process improvements and changes to the existing Neighborhood & Development Services Interlocal Agreement that was last updated in 2015.

The full timeline of meetings, including Board of County Commission meetings, City Commission meetings, and joint staff level negotiation meetings has been attached for reference.

At the June 30, 2023 meeting between City and County staffs, the group was interested in drafting an agreement reflecting the good faith negotiations and directed the City Attorney to draft a consultant-type relationship agreement for both Governing Bodies' consideration. This is the agreement before the City Commission for consideration today.

At a subsequent meeting on August 9, 2023, the City was informed in-person that the County was not interested in proceeding with discussions about the drafted agreement reflecting the product of previous negotiations and instead needed more information regarding the development process that the City uses. City staff provided this information in memo form in mid-September (also attached).

City and County staff, plus representation from the Board of County Commissioners, were slated to meet in January about the future of the interlocal agreement currently in place. That meeting was cancelled and rescheduled for Wednesday, February 7.

Based on the discussions that have taken place over the last 20 months, City staff remains under the impression that the approach reflected in the attached draft agreement represents the

expressed interest of the City and County Commissions, as well as the product of good faith negotiations between the staffs. However, the review and consideration of a revised agreement reflecting an interlocal partnership for Planning, Zoning, Inspections, and Code Enforcement Services has now straddled an election cycle and the seating of new City elected officials. Prior to further discussions with County representatives outside of public joint meetings, staff requests the Governing Body articulate its intent and preferences. City staff believes the most clear way to do so is to consider the attached draft agreement prepared by the City Attorney's Office at the request of both City and County staff last summer.

If you do approve the agreement, it would then be sent to Finney County for consideration by the Board of County Commissioners. At that point, the agreement could be approved, rejected, or sent back to the City with requests for modification that the City Commission could consider at a future meeting.

**ALTERNATIVES:**

1. The Governing Body may approve the Planning & Development Consultant Agreement between the City of Garden City and Finney County.
2. The Governing Body may not approve the Planning & Development Consultant Agreement between the City of Garden City and Finney County, and direct staff to provide to the Finney County of the discontinuation of the existing agreement on December 31, 2024.
3. The Governing Body may not approve the Planning & Development Consultant Agreement between the City of Garden City and Finney County, and provide staff direction on how to proceed with future negotiations with Finney County.

**RECOMMENDATION:**

Staff recommends the Governing Body approve the Planning & Development Consultant Agreement between the City of Garden City and Finney County.

**FISCAL NOTE:**

The proposed agreement maintains the existing funding structure in place which would result in \$247,917.70 to the General Fund in 2024 and a 5% increase in each consecutive year.

**ATTACHMENTS:**

Description	Upload Date	Type
Planning & Development Consultant Agreement	2/2/2024	Backup Material
Development Process Letter	2/2/2024	Backup Material
Timeline of Meetings	2/2/2024	Backup Material

## **PLANNING & DEVELOPMENT CONSULTANT AGREEMENT**

THIS PLANNING & DEVELOPMENT CONSULTANT AGREEMENT ("Agreement") is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **CITY OF GARDEN CITY, KANSAS**, a Kansas municipal corporation ("CITY"), and the **COUNTY OF FINNEY, KANSAS**, a duly organized Kansas county ("COUNTY"), together collectively referred to as the "Parties".

### **RECITALS**

A. CITY is a city of the first class situated in Finney County, Kansas that maintains a community planning and development services department capable of providing comprehensive planning for neighborhood livability and smart development by working alongside the public to create long-range goals, plans, and strategies to guide the future of Garden City, Kansas and to promote a livable and economically vibrant community.

B. COUNTY is a duly organized county in the State of Kansas that does not maintain a community planning and development services department to serve the unincorporated areas of Finney County, Kansas but provides for such services by entering into a governmental services agreement with CITY.

C. COUNTY and CITY have had an ongoing contractual relationship since 1994 for CITY to provide community planning and development services to the unincorporated areas of Finney County, Kansas, which, pursuant to the most recent of such agreements, authorizes CITY to perform the inspection and enforcement of building codes, the issuance of licenses and permits, the administration and enforcement of floodplain regulations, the administration and enforcement of the environmental code, the necessary support services for the Finney County Board of Zoning Appeals, and the revision of the field survey.

D. In addition thereto, CITY is authorized by County Resolution No. 25-2010 to, through its code compliance officer, investigate and verify public nuisances at the request of COUNTY.

E. The residential, commercial, and industrial development within the corporate limits of Garden City, Kansas and the unincorporated areas of Finney County, Kansas have substantially increased since the last agreement was entered into and have, thereby, increased the demand for community planning and development services.

F. CITY has expanded its capabilities and resources to address the demand by creating a new position of Assistant Director and by hiring additional planners.

G. COUNTY has expanded its capabilities and resources to address the demand by creating a new position of Development & Administrative Coordinator, who can provide limited community planning and development services to the unincorporated areas of Finney County, Kansas.

H. COUNTY desires for CITY to continue to provide community planning and development services to the unincorporated areas of Finney County, Kansas but in a more limited role as a consultant, pursuant to the terms and conditions of this Agreement.

I. CITY is willing to furnish COUNTY with the aforementioned governmental services exchange for compensation and pursuant to the terms and conditions of this Agreement.

J. Continuing to provide a cooperative approach to community planning and development services within the unincorporated areas of Finney County, Kansas is benefit to the governmental functions of CITY and COUNTY and is a benefit to the general public within each respective jurisdiction.



K. The Parties desire to enter into this Agreement to define and express all of their respective rights, commitments, undertakings, and other obligations with respect to the cooperative provision of community planning and development services within the unincorporated areas of Finney County, Kansas.

L. Each individual Party has the authority to contract with any other city or county for the performance of any governmental service, activity, or undertaking so long as each contracting party is authorized by law to perform that particular service, activity, or undertaking.

M. Each individual Party is authorized by law to operate a department to provide community planning and development services within their respective jurisdictions.

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

1. **PURPOSE.** The purpose of this Agreement is to establish the rights and duties of the Parties in relation to the cooperative provision of community planning and development services within the unincorporated areas of Finney County, Kansas. Nothing in this Agreement shall be construed so as to establish a separate governmental entity for the performance of any function. Each and every recital is restated and incorporated by reference as if fully set forth herein.

2. **AUTHORITY.** Nothing in this Agreement shall be regarded as an interlocal agreement under the provisions of K.S.A. 12-2901 *et seq.* This Agreement shall be respectively authorized by the governing body of CITY and COUNTY, as required by K.S.A. 12-2908. Any reference made in this paragraph to a statute, constitutional provision, or ordinance is a reference to the version of the statute, provision, or ordinance that is in effect on the effective date of this Agreement and is a reference to any amendments that may be subsequently made to any such statute, provision, or ordinance. The Parties enter into this Agreement pursuant to the following authorities, to the extent stated immediately thereafter: (a) K.S.A. 12-2908 (applicable to both Parties); (b) Article 12, Section 5 of the Kansas Constitution (applicable to CITY); (c) K.S.A. 12-101 (applicable to CITY); (d) K.S.A. 19-101 (applicable to COUNTY); and (e) K.S.A. 19-101a (applicable to COUNTY).

3. **ADOPTION.** This Agreement has been authorized and approved by each respective governing body of CITY and COUNTY and all necessary actions have been taken by each respective governing body to adopt this Agreement. Specifically, the City Commission of City of Garden City, Kansas has approved this Agreement and has authorized and directed the Mayor and City Clerk to execute this Agreement for and on behalf of CITY. Furthermore, the Board of County Commissioners of Finney County, Kansas ("Board of County Commissioners") has approved this Agreement and has authorized and directed the Chairperson to execute this Agreement for and on behalf of COUNTY.

4. **SCOPE OF SERVICES.** In exchange for the compensation set forth in Paragraph 6, Payment for Services, herein, CITY shall provide community planning and development services to COUNTY as follows, to be collectively referred to herein as "Consulting Services":

(a) **INSPECTIONS.**

- i. **SCOPE OF SERVICES.** The scope of Consulting Services relating to inspections that are to be performed by CITY shall be limited to: (A) receiving, processing, and approving or denying any application or formal request for a building permit or certificate of occupancy submitted by the public and performing any inspection related thereto; (B) receiving and responding to customer service inquiries of the public, whether directly received by or forwarded to CITY, in relation to any such building permit, certificate of occupancy, or inspection related thereto; and (C) receiving, investigating, and making a recommendation on, and assisting with the

prosecution of any complaint received from the public alleging a violation of any resolution of COUNTY that incorporates by reference the NFPA 70: National Electrical Code, the International Building Code, the International Residential Code for One- and Two-Family Dwellings, the International Existing Building Code, the International Code Council Performance Code for Buildings and Facilities, the International Plumbing Code, the International Mechanical Code, International Fuel Gas Code, the International Property Maintenance Code, the International Swimming Pool and Spa Code, and the International Fire Code, as they may be amended from time to time by CITY, as the same may be omitted, deleted, modified, added, or amended by COUNTY in such resolution ("Building Codes").

- ii. **CUSTOMER SERVICE INQUIRIES.** Upon the receipt of any application or request for a building permit or certificate of occupancy set forth in Subparagraph (a)(i)(A) herein, CITY shall make a decision of approval or denial of any such application or formal request within a reasonable time and shall notify the respective application or requesting party of any such decision within a reasonable time thereafter. CITY shall not be required to notify or seek the opinion, approval, or consent of COUNTY in making any such approval or denial and CITY's failure to do so shall not constitute an element of default under this Agreement.
  - iii. **CUSTOMER SERVICE INQUIRIES.** Upon the receipt of any customer service inquiry set forth in Subparagraph (a)(i)(B) herein, CITY shall respond to the inquiring party within a reasonable time. CITY shall not be required to notify or seek the opinion, approval, or consent of COUNTY in responding to such inquiry and CITY's failure to do so shall not constitute an element of default under this Agreement.
  - iv. **INVESTIGATION OF VIOLATIONS; ASSISTANCE WITH PROSECUTION.** Upon the receipt of any complaint alleging a violation of the Building Codes, as set forth in Subparagraph (a)(i)(C) herein, CITY shall investigate and gather all necessary information and documentation from the complaining party, any third-party witness, or any other source that enables CITY to make a recommendation on the merits of each alleged violation. CITY shall thereafter review all information and documentation and shall prepare and submit an Investigation Report or Investigation Status Report to COUNTY, subject to Paragraph 4(f), Investigation Report, herein. Whenever the County Counselor of COUNTY files an action in the District Court of Finney County, Kansas pursuant to K.S.A. 19-101d(a), and amendments thereto, CITY shall assist with any such prosecution by, upon request from such County Counselor, attending any meetings, preparing any report, exhibit, or other document to support the prosecution, and appearing for any depositions and court hearings.
- (b) **CODE ENFORCEMENT.**
- i. **RESOLUTION NO. 25-2010.** Nothing in this Agreement shall be construed to require CITY to comply with Resolution No. 25-2010, passed and approved by the Board of County Commissioners on November 8, 2010 ("Resolution No. 25-2010").
- (c) **CONSULTING REPORT.**
- i. **GENERAL; CONTENTS.** Whenever CITY receives any preliminary plat, final plat, application, or written request set forth in Subparagraphs (d)(i)(A), (d)(i)(B), or (e)(i)(A), CITY shall prepare a written recommendation to COUNTY that shall include, at a minimum, the following information and documents: (i) the relevant

background information; (ii) a copy of any plat, application, or formal request that was submitted; (iii) a copy of any other information or documentation that was submitted; and (iv) a recommendation stating whether the preliminary plat, final plat, application, or written request should be approved or denied ("Consulting Report").

- ii. **TIME FRAME.** A Consulting Report shall be submitted by CITY to COUNTY within a reasonable time after: (A) CITY has gathered all necessary information and documentation from the owner, developer, applicant, requesting party, or any other source that enables CITY to make a recommendation of approval or denial of the preliminary plat, final plat, application, or written request; and (B) CITY has had a reasonable time to review the same.
  - iii. **CONSULTANT STATUS REPORT.** In lieu of any Consulting Report, CITY may submit a status report to COUNTY stating that additional information, documentation, or review is required and any such status report shall state the expected time frame for a recommendation to be made; provided, however, that any such time frame shall not be binding ("Consultant Status Report").
  - iv. **INDEPENDENT RECOMMENDATION.** The manner and means of making any such recommendation shall not be subject to the supervision, control, or direction of COUNTY and CITY's failure to obtain COUNTY approval prior to submitting any Consulting Report to COUNTY. Any such failure by CITY shall not constitute an element of default under this Agreement.
  - v. **INDEPENDENT DECISION.** Nothing in this Agreement shall be construed to require COUNTY to accept the recommendation of any Consulting Report and, upon the receipt of such report, COUNTY may accept or reject the recommendation or, in lieu thereof, may submit a request to CITY for additional information or documentation pursuant to Paragraph 4(c)(vi), Request for Further Information, herein.
  - vi. **REQUEST FOR FURTHER INFORMATION.** In lieu of accepting or rejecting a recommendation made in a Consulting Report, COUNTY may submit a request to CITY for additional information or documentation, but only upon the condition that the request is reasonable after consideration is given to the nature of the underlying plat, application, or request ("Request for Further Information"). CITY shall fulfill any Request for Further Information by obtaining the requested information and documentation and providing the same to COUNTY within a reasonable time.
- (d) **PLANNING.**
- i. **SCOPE OF SERVICES.** The scope of Consulting Services relating to planning that are to be performed by CITY shall be limited to: (A) receiving, processing, and making a recommendation on any preliminary plat, or final plat submitted by the public pursuant to the Subdivision Regulations of Finney County, Kansas ("Subdivision Regulations"); (B) receiving, processing, and making a recommendation on any application or written request submitted by the public in relation to any variance, exception, or waiver pursuant to the Subdivision Regulations, but excluding any bond; (C) receiving and responding to customer service inquiries of the public, whether directly received by or forwarded to CITY, in relation to any such preliminary plat, final plat, application, or written request; and (D) receiving, investigating, and making a recommendation on, and assisting with the prosecution of any complaint received from the public alleging a violation of the Subdivision Regulations.

- ii. **PLATS, APPLICATIONS, AND WRITTEN REQUESTS.** Upon the receipt of any preliminary plat, final plat, application, or written request set forth in Subparagraphs (d)(i)(A) or (B), CITY shall gather all necessary information and documentation from the owner, developer, applicant, requesting party, or any other source that enables CITY to make a recommendation of approval or denial of the preliminary plat, final plat, application, or written request. CITY shall thereafter review all information and documentation and shall prepare and submit a Consulting Report or Consultant Status Report to COUNTY, subject to Paragraph 4(c), Consulting Report, herein.
  - iii. **CUSTOMER SERVICE INQUIRIES.** Upon the receipt of any customer service inquiry set forth in Subparagraph (d)(i)(C) herein, CITY shall respond to the inquiring party within a reasonable time. CITY shall not be required to notify or seek the opinion, approval, or consent of COUNTY in responding to such inquiry and CITY's failure to do so shall not constitute an element of default under this Agreement.
  - iv. **INVESTIGATION OF VIOLATIONS; ASSISTANCE WITH PROSECUTION.** Upon the receipt of any complaint alleging a violation of the Subdivision Regulations, as set forth in Subparagraph (d)(i)(D) herein, CITY shall investigate and gather all necessary information and documentation from the complaining party, any third-party witness, or any other source that enables CITY to make a recommendation on the merits of each alleged violation. CITY shall thereafter review all information and documentation and shall prepare and submit an Investigation Report or Investigation Status Report to COUNTY, subject to Paragraph 4(f), Investigation Report, herein. Whenever the County Counselor of COUNTY files an action in the District Court of Finney County, Kansas pursuant to K.S.A. 19-101d(a), and amendments thereto, CITY shall assist with any such prosecution by, upon request from such County Counselor, attending any meetings, preparing any report, exhibit, or other document to support the prosecution, and appearing for any depositions and court hearings.
- (e) **ZONING.**
- i. **SCOPE OF SERVICES.** The scope of Consulting Services relating to zoning that are to be performed by CITY shall be limited to: (A) receiving, processing, and making a recommendation on any application or written request submitted by the public in relation to any rezoning, conditional use permit, variance, exception, or waiver pursuant to the Zoning Regulations; (B) receiving and responding to customer service inquiries of the public, whether directly received by or forwarded to CITY, in relation to any such application or written request; and (C) receiving, investigating, making a recommendation on, and assisting with the prosecution of any complaint received from the public alleging a violation of the Zoning Regulations of Finney County, Kansas ("Zoning Regulations")
  - ii. **APPLICATIONS AND WRITTEN REQUESTS.** Upon the receipt of any application or formal request set forth in Subparagraph (e)(i)(A), CITY shall gather all necessary information and documentation from the applicant, requesting party, or any other source that enables CITY to make a recommendation on approval or denial of the application or formal request. CITY shall thereafter review all information and documentation and shall prepare and submit a Consulting Report or Consultant Status Report to COUNTY, subject to Paragraph 4(c), Consulting Report, herein.



- iii. **CUSTOMER SERVICE INQUIRIES.** Upon the receipt of any customer service inquiry set forth in Subparagraph (e)(i)(B) herein, CITY shall respond to the inquiring party within a reasonable time. CITY shall not be required to notify or seek the opinion, approval, or consent of COUNTY in responding to such inquiry and CITY's failure to do so shall not constitute an element of default under this Agreement.
  - iv. **INVESTIGATION OF VIOLATIONS; ASSISTANCE WITH PROSECUTION.** Upon the receipt of any complaint alleging a violation of the Zoning Regulations, as set forth in Subparagraph (e)(i)(C) herein, CITY shall investigate and gather all necessary information and documentation from the complaining party, any third-party witness, or any other source that enables CITY to make a recommendation on the merits of each alleged violation. CITY shall thereafter review all information and documentation and shall prepare and submit an Investigation Report or Investigation Status Report to COUNTY, subject to Paragraph 4(f), Investigation Report, herein. Whenever the County Counselor of COUNTY files an action in the District Court of Finney County, Kansas pursuant to K.S.A. 19-101d(a), and amendments thereto, CITY shall assist with any such prosecution by, upon request from such County Counselor, attending any meetings, preparing any report, exhibit, or other document to support the prosecution, and appearing for any depositions and court hearings.
- (f) **INVESTIGATION REPORT.**
- i. **GENERAL; CONTENTS.** Whenever CITY receives any complaint alleging a violation of the Building Codes, Subdivisions Regulations, or Zoning Regulations, as set forth in Subparagraphs (a)(i)(C), (d)(i)(D), (e)(i)(C) herein, respectively, CITY shall prepare a written recommendation to the County Counselor of COUNTY that shall include, at a minimum, the following information and documents: (i) the relevant background information; (ii) a copy of any other information or documentation that was submitted or gathered from the complaining party or any other source; and (iii) a recommendation stating whether each alleged violation is supported by probable cause pursuant to K.S.A. 19-101d(a), and amendments thereto ("Investigation Report").
  - ii. **TIME FRAME.** An Investigation Report shall be submitted by CITY to the County Counselor of COUNTY within a reasonable time after: (A) CITY has gathered all necessary information and documentation from the complaining party, any third-party witnesses, or any other source that enables CITY to make a recommendation of whether each alleged violation is supported by probable cause pursuant to K.S.A. 19-101d(a), and amendments thereto; and (B) CITY has had a reasonable time to review the same.
  - iii. **INVESTIGATION STATUS REPORT.** In lieu of any Investigation Report, CITY may submit a status report to COUNTY stating that additional information, documentation, or review is required and any such status report shall state the expected time frame for a recommendation to be made; provided, however, that any such time frame shall not be binding ("Investigation Status Report").
  - iv. **INDEPENDENT RECOMMENDATION.** The manner and means of making any such recommendation shall not be subject to the supervision, control, or direction of COUNTY and CITY's failure to obtain COUNTY approval prior to submitting any Investigation Report to COUNTY. Any such failure by CITY shall not constitute an element of default under this Agreement.

- v. **INDEPENDENT DECISION.** Nothing in this Agreement shall be construed to require COUNTY to accept the recommendation of any Investigation Report and, upon the receipt of such report, COUNTY may accept or reject the recommendation or, in lieu thereof, may submit a request to CITY for additional information or documentation pursuant to Paragraph 4(f)(vi), **Request for Further Information**, herein.
  - vi. **REQUEST FOR FURTHER INFORMATION.** In lieu of accepting or rejecting a recommendation made in an Investigation Report, COUNTY may submit a request to CITY for additional information or documentation, but only upon the condition that the request is reasonable after consideration is given to the nature of each alleged violation of the Building Codes, Subdivision Regulations, or Zoning Regulations ("Request for Further Information"). CITY shall fulfill any Request for Further Information by obtaining the requested information and documentation and providing the same to COUNTY within a reasonable time.
- (g) **EXCLUSIONS.**
- i. **AMENDMENTS TO REGULATIONS NOT INCLUDED.** Nothing in this Agreement shall be construed to require CITY to receive or process any request from the public or from COUNTY to amend the Subdivision Regulations or Zoning Regulations; provided, however, that CITY shall, upon the request of COUNTY, issue a professional recommendation regarding such amendment to the Holcomb-Garden City-Finney County Area Planning Commission ("Planning Commission"), the Board of Zoning Appeals of Finney County, Kansas ("BZA"), the Board of County Commissioners, or any combination thereof.
  - ii. **RESOLUTION DRAFTING NOT INCLUDED.** Nothing in this Agreement shall be construed to require CITY to draft any resolution, variance, exception, waiver, or other record that may be requested by COUNTY in order to document the official action taken in relation to a Consulting Report or in relation to any underlying preliminary plat, final plat, application, or written request set forth in Subparagraphs (d)(i)(A), (d)(i)(B), or (e)(i)(A). Notwithstanding the foregoing, CITY may be required to draft any report, exhibit, or other document required by the County Counselor of COUNTY to assist with any prosecution pursuant to K.S.A. 19-101d(a), and amendments thereto.
  - iii. **NOTICES NOT INCLUDED.** Nothing in this Agreement shall be construed to require CITY to send any notice required by law, ordinance, resolution, or regulation to a particular person, group of people, or the public in general, including, but not limited to, any notice by certified mail or by publication.
  - iv. **PROACTIVE ENFORCEMENT NOT INCLUDED.** Nothing in this Agreement shall be construed to require CITY to perform any patrol, scheduled inspection, neighborhood sweep, or any other proactive enforcement that is not dependent on a specific complaint from the public of an alleged violation of the Building Codes, Subdivision Regulations, or Zoning Regulations.
- (h) **FEES AND OTHER ASSESSMENTS.** CITY shall be authorized to charge and collect any fees or other assessments for the processing or administration of any license, permit, application, or request, regardless of whether such fee is established by CITY or COUNTY, including, but not limited to, any mileage fees, penalty fees, and inspection

fees. Any such fees and assessments shall be the sole property of CITY. COUNTY may, from time-to-time and on a case-by-case basis, waive a fee or assessment up to eighty percent (80%) of the fee value, but only upon the condition that COUNTY reimburses CITY for such waived amount within a reasonable time after the fee is paid.

- (i) **LEGAL INTERPRETATIONS; LEGAL ADVICE.** In the event that CITY requires a legal interpretation of any law, ordinance, resolution, or regulation or any other legal advice in the performance of Consulting Services, CITY may elect to obtain a legal interpretation or other legal advice from the County Counselor of COUNTY, City Attorney of CITY, Assistant City Attorney of CITY, special legal counsel approved by CITY, special legal counsel approved by COUNTY, or any combination thereof. CITY shall be solely responsible for paying any legal fees associated with CITY obtaining a legal interpretation or other legal advice from its City Attorney, Assistant City Attorney, or special legal counsel approved by CITY. COUNTY shall be solely responsible for paying any legal fees associated with CITY obtaining a legal interpretation or other legal advice from the County Counselor of COUNTY or from any special legal counsel approved by COUNTY. The failure of CITY to obtain a legal interpretation or other legal advice from any legal counsel or to obtain a legal interpretation or other legal advice from the County Counselor of County or from special legal counsel approved by COUNTY shall not constitute an element of default under this Agreement. COUNTY shall have no obligation to accept the legal opinion of any legal counsel utilized by CITY.
- (j) **OPEN RECORDS.** Any information or document that is received or created by CITY in the course of providing Consulting Services, including, but not limited to, emails, shall be maintained and controlled by CITY. Nothing in this Agreement shall be construed to in any way limit, restrict, or prohibit CITY from disclosing any such record to the Planning Commission, the BZA, the Board of County Commissioners, to the respective applicant or requesting party, or to any other party. Likewise, nothing in this Agreement shall be construed to in any way limit or waive any exception to disclosure that CITY may have pursuant to the Kansas Open Records Act, K.S.A. 45-215 et seq. and amendments thereto, or pursuant to any other law.
- (k) **NO KEY PERSONNEL.** Nothing in this Agreement shall be construed to require CITY to designate, assign, or use any particular employee, contractor, or agent of CITY to provide Consulting Services.

5. **TERM.** The term of this Agreement shall be for a term of three (3) years, commencing on the 1<sup>st</sup> day of January, 2024 ("Effective Date") and ending on the 31<sup>st</sup> day of December, 2026.

6. **PAYMENT FOR SERVICES.** The compensation for Consulting Services that COUNTY shall pay to CITY for each year during the term of this Agreement shall be as set forth and payable as provided for in this paragraph and its subparagraphs. The payment method for any payment made pursuant to this paragraph shall be by a check made payable to the City Clerk of CITY or by any other payment method agreed to in writing by the City Manager of CITY.

- (a) **YEAR ONE.** COUNTY shall pay CITY a total of **\$247,917.70**, which shall be payable in two (2) payments of \$123,958.85, with the first payment to be paid on or before January 15, 2024 and the second payment to be paid on or before July 15, 2024.
- (b) **YEAR TWO.** COUNTY shall pay CITY a total of **\$260,313.58**, which shall be payable in two (2) payments of \$130,156.79, with the first payment to be paid on or before January 15, 2025 and the second payment to be paid on or before July 15, 2025.

- (c) **YEAR THREE.** COUNTY shall pay CITY a total of **\$273,329.26** which shall be payable in two (2) payments of \$136,664.63, with the first payment to be paid on or before January 15, 2025 and the second payment to be paid on or before July 15, 2025.

7. **INDEPENDENT CONTRACTOR.** CITY acknowledges and agrees that any of its employees, contractors, or agents who perform Consulting Services shall be considered as independent contractors of COUNTY and shall not be considered as employees of COUNTY. COUNTY shall not exercise any supervision, control, or direction over the manner or means by which any employee, consultant, or agent of CITY performs Consulting Services.

8. **NO EMPLOYMENT RELATIONSHIP; LABOR COSTS.** CITY acknowledges and agrees that no employment relationship shall exist between COUNTY and any employee, contractor, or agent of CITY who provides Consulting Services, except as may be established by separate agreement between the Parties for a shared employee. CITY shall be solely responsible for the payment of any and all labor costs and labor expenses in relation to any employee, contractor, or agent of CITY who provides Consulting Services or in relation to any other obligation of CITY pursuant to this Agreement. CITY shall maintain workers' compensation insurance, pursuant to the laws of the State of Kansas, for any of its employees who provide Consulting Services. CITY shall be solely responsible for all withholdings required by law and the payment of any taxes and assessments associated therewith for any of its employees who perform Consulting Services.

9. **TERMINATION.** This Agreement shall not be terminated, except in the case of termination due to: (a) nonpayment pursuant to Paragraph 12, **Nonpayment**, herein; (b) default pursuant to Paragraph 13, **Default**, herein; (c) termination due to non-appropriation of funds pursuant to Paragraph 14, **Non-Appropriation of Funds**, herein; (d) unilateral termination by COUNTY, but only upon the condition that COUNTY provides at least sixty (60) days' prior written notice of its intent to terminate to CITY; (e) unilateral termination by CITY, but only upon the condition that CITY provides at least One Hundred Eight (180) days' prior written notice of its intent to terminate to COUNTY; or (f) upon the written consent of both Parties. Any termination pursuant to or referenced by this paragraph shall terminate all rights and obligations between the Parties, except that COUNTY shall be responsible for paying the Pro-Rata Payment and CITY shall be responsible for the Winding Down Activities. Notwithstanding the foregoing, any provisions within the scope of Paragraph 19(i), **Survivability**, herein shall survive any termination pursuant to or referenced by this paragraph.

10. **PRO-RATA PAYMENT UPON TERMINATION.** Upon any termination pursuant to or referenced by Paragraph 9, **Termination**, herein, COUNTY shall only be responsible for the payment of Consulting Services rendered by CITY up to date of termination, which shall be calculated on a pro-rata daily basis, and COUNTY shall have no responsibility, duty, or obligation under this Agreement to pay any additional amount to CITY after the date of termination ("Pro-Rata Payment"). COUNTY shall make such payment to CITY within thirty (30) days after the date of termination. The provisions of this paragraph shall survive any termination or expiration of this Agreement.

11. **WINDING DOWN UPON TERMINATION.** Upon any termination pursuant to or referenced by Paragraph 9, **Termination**, herein, COUNTY shall immediately upon the date of termination assume responsibility of and perform all acts designated as Consulting Services, including, but limited to, the intake and processing of new applications, written requests, and customer service inquiries. In addition thereto, CITY shall work towards transferring any pending matters to COUNTY that relate to the Consulting Services provided prior to the date of termination and shall work towards otherwise winding down any such matters ("Winding Down Activities"). CITY and COUNTY shall cooperate with one another

to ensure an orderly wind down of any such pending matters and to ensure that the public is properly



directed to COUNTY for assistance with or filing any new applications, written requests, or customer service inquiries with minimum disruption to applicants, developers, and other public. CITY shall have no other obligation to continue to provide Consulting Services to COUNTY other than the Winding Down Activities. The provisions of this paragraph shall survive any termination or expiration of this Agreement.

12. **NONPAYMENT.** The failure of COUNTY to pay any fee required to be paid under this Agreement shall be considered a default in the event that any such fee is in arrears and remains unpaid for thirty (30) days after the date it is due; provided, however, that COUNTY's failure to appropriate funds pursuant to Paragraph 14 herein shall not constitute an element of default under this paragraph ("Nonpayment"). Upon any such Nonpayment, CITY may terminate this Agreement thereby terminating the rights and obligations between the Parties; provided, however, that any termination pursuant to this paragraph shall require CITY to give ten (10) days written notice to COUNTY of its intention to terminate due to Nonpayment, at the end of which time this Agreement shall be terminated, unless such default shall have been cured within such ten (10) days. Any such notice shall identify the amount of arrearage and the date on which the payment was originally due. This Agreement shall not limit in any manner the legal rights or remedies CITY may have in the event of such Nonpayment. Any waiver of Nonpayment by CITY shall not be deemed as a continuing waiver and shall not operate to prevent CITY from declaring a default for any succeeding breach, either of the same or other covenant. Should CITY be required to take any legal action to enforce the terms and conditions of this Agreement, whether through litigation or otherwise, COUNTY shall be responsible for all costs and expenses of CITY, including, but not limited to, reasonable attorney fees and court costs.

13. **DEFAULT.** COUNTY may terminate this Agreement in the event that any employee, consultant, or agent of CITY who provides Consulting Services fails to submit any Consulting Report or Investigation Report to COUNTY, but only upon the condition that: (a) CITY has received written notice of default from COUNTY that specifies the particular application or written request requiring such report ("Notice of Default"); (b) CITY thereafter fails to submit the particular report to COUNTY within thirty (30) days after CITY's receipt of the Notice of Default; (c) CITY has received notices of default pursuant to this paragraph on different matters and on different occasions at least twice in the sixty (60) days immediately preceding the date that the Notice of Default was received by CITY; and (d) COUNTY provides CITY with a written notice of termination. CITY may terminate this Agreement in the event that COUNTY or any of its elected officials, employees, officers, directors, agents, or contractors attempts to exercise any supervision, control, or direction over the manner or means by which any employee, consultant, or agent of CITY performs Consulting Services, but only upon the condition that: (a) COUNTY has received written notice of default from CITY that specifies the particular attempt to exercise such supervision, control, or direction ("Notice of Default"); (b) COUNTY thereafter continues to exercise such supervision, control, or direction within thirty (30) days after COUNTY's receipt of the Notice of Default; (c) COUNTY has received notices of default pursuant to this paragraph on different occasions at least twice in the sixty (60) days immediately preceding the date that the Notice of Default was received by COUNTY; and (d) CITY provides COUNTY with a written notice of termination. Any Party declaring a default or terminating pursuant to this paragraph shall have the right to pursue all available remedies allowed by law or equity, subject to any limitations set forth in this Agreement.

14. **NON-APPROPRIATION OF FUNDS.** In the event sufficient funds are not appropriated by the respective governing body of CITY or COUNTY for any payment required to be paid under this Agreement or to fund any service to be provided under this Agreement, any such non-appropriating Party may terminate this Agreement in the fiscal year in which funds were last appropriated for such payments; provided, however, that such Party shall notify the other Party if such funds are not going to be available due to non-appropriation and any such notice shall occur at least One Hundred Eighty (180) days prior to the expiration of the Party's fiscal year then in effect. Failure of a Party to appropriate funds for continuation of this Agreement shall not constitute an element of default under this Agreement.

15. **FORCE MAJEURE.** Any unforeseeable and unavoidable occurrence beyond the reasonable control of a Party that prevents a Party from fully performing its obligations hereunder, including, without

limitation, acts of God, criminal acts, acts of war, explosions, epidemics, pandemics, civil disturbances, labor problems, loss or malfunctions of utilities, loss or malfunction of computer or communication services, or unforeseeable and unavoidable actions by a governmental authority not a party to this Agreement shall relieve the Parties from compliance with this Agreement.

16. **LIMITATION OF LIABILITY.** CITY shall not be liable for any consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, lost profits or revenues, or diminution in value, arising out of, or relating to, or in connection with the Consulting Services or any default of this Agreement, regardless of: (a) whether such damages were foreseeable; (b) whether or not CITY was advised of the possibility of such damages; (c) the legal or equitable theory upon which the claim is based, such as contract, tort, or otherwise; and (d) the failure of any agreed or other remedy of its essential purpose. The provisions of this paragraph shall survive any termination or expiration of this Agreement.

17. **INDEMNIFICATION OF THIRD-PARTY CLAIMS.** COUNTY shall indemnify, hold harmless, and defend CITY and any of its elected officials, employees, officers, directors, agents, and contractors from and against any and all costs and expenses, including, but not limited to, reasonable attorney fees and court costs, and all other amounts which CITY, or any of its elected officials, employees, officers, directors, agents, or contractors, are or may become obligated to pay on account of any and all demands, claims, liabilities, or losses of a third-party directly arising, alleged to have arisen out of, been related to, or in any way connected with the acts or omissions, including, but not limited to, any negligent or wrongful acts or omissions, of CITY, or any of its elected officials, employees, officers, directors, agents, or contractors, in relation to the performance of Consulting Services or otherwise in relation to this Agreement, whether such demands, claims, liabilities, or losses are for damages to property or for injury, illness, harm, or death of any person. The provisions of this paragraph shall survive any termination or expiration of this Agreement.

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

If to CITY:                      City of Garden City, Kansas  
Attn: Matthew Allen, City Manager  
P.O. Box 998  
Garden City, Kansas 67846  
Telephone: (620) 276-1160  
Facsimile: (620) 276-1169  
Email: matt.allen@gardencityks.us

With a copy to:

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

If to COUNTY:                      County of Finney, Kansas  
Attn: Robert Reece, County Administrator

P.O. Box M  
Garden City, Kansas 67846  
Telephone: (620) 272-3524  
Facsimile: (620) 272-3599  
rreece@finneycounty.org

With a copy to:

Kara L. Schartz, County Counselor  
Hope, Mills, Bolin, Collins & Ramsey, L.L.P.  
607 North 7<sup>th</sup> Street  
Garden City, Kansas 67846  
Telephone: (620) 276-3203  
Facsimile: (620) 276-3300

19. **GENERAL COVENANTS**

- (a) **CHOICE OF LAW.** This Agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- (b) **WAIVER.** A waiver by a Party of any breach or default of the other Party shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default.
- (c) **CUMULATIVE REMEDIES.** All rights and remedies provided in this Agreement, as well as those provided by law or equity, are cumulative and not exclusive of any other rights or remedies, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, by ordinance, by resolution, or otherwise.
- (d) **MODIFICATIONS.** This Agreement shall not be modified, amended, or changed except by written agreement signed by each Party to this Agreement.
- (e) **NON-ASSIGNABILITY.** Neither Party may assign its rights and obligations hereunder without obtaining the prior written consent of the other Party. No assignor shall be released from any of its obligations or liabilities under this Agreement.
- (f) **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties, their respective successors, and their permitted assigns.
- (g) **COMPLETE UNDERSTANDING; PRIOR AGREEMENTS.** This Agreement represents the complete understanding between CITY and COUNTY as to the cooperative provision of community planning and development within the unincorporated areas of Finney County, Kansas. No inducements, representations, understandings, or agreements, whether oral or written, have been made or relied upon in the making of this Agreement, except those specifically set forth in this Agreement. This Agreement supersedes and terminates all prior written or oral negotiations, representations, warranties, statements, agreements, addendums to any agreements, and modifications to any agreements between CITY and COUNTY concerning said

subject matter of this Agreement, including, but not limited to, the agreement entered into on or about December 15, 2015, by and between CITY and COUNTY, bearing the title of Interlocal Agreement Between the City of Garden City, Kansas and the

County of Finney, Kansas, effective as of January 1, 2016, and the amendment entered into on or about March 17, 2020, by and between CITY and COUNTY, bearing the title of Amendment to Interlocal Agreement Between the City of Garden City, Kansas and the County of Finney, Kansas, effective as of March 16, 2020.

- (h) **SEVERABILITY.** If one or more parts or provisions of this Agreement are found or held unenforceable, void, illegal, or in any way invalid, any such part or provision shall be deemed to be severable from this Agreement and shall in no way affect the validity of the remaining parts or provisions of this Agreement.
- (i) **SURVIVABILITY.** Notwithstanding any termination or expiration of this Agreement, any provision that, by its sense and context, is intended to survive the termination or expiration of this Agreement shall survive any such termination or expiration, including, but not limited to, the provisions of Paragraphs 10, 11, 16, and 17, titled as Pro-Rata Payment Upon Termination, Winding Down Upon Termination, Limitation of Liability, and Indemnification of Third-Party Claims, herein, respectively, shall survive any such termination.
- (j) **CHANGE OF LAW.** In the event any provision or part of this Agreement is invalid under applicable laws, such invalid provision or part shall automatically be considered reformed and amended so as to conform to all applicable legal requirements, or, if such invalidity cannot be cured by reformation or amendment, the same shall be considered stricken and deleted, but in neither such event or events shall the validity or the enforceability of the remaining valid portions hereof be affected thereby.
- (k) **CONSTRUCTION.** This Agreement has been arrived at by negotiation and shall not be construed against either Party to it or against the Party who prepared the last draft.
- (l) **HEADINGS; PARAGRAPH REFERENCES.** The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement. Any reference made in regard to a particular paragraph shall be construed as a reference to that paragraph and any of its subparagraphs or subparts, regardless of whether the paragraph is referenced by number, letter, or pronoun.
- (m) **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. Delivery of signatures by electronic method, including electronic mail of PDF signature pages, shall have the same effect as an original signature.

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

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

**CITY OF GARDEN CITY, KANSAS**



By \_\_\_\_\_  
MANNY ORTIZ, Mayor

ATTEST:

\_\_\_\_\_  
CELYN N. HURTADO, City Clerk

**COUNTY OF FINNEY, KANSAS**

By \_\_\_\_\_  
GERALD O. SCHULTZ, Chairperson  
Board of County Commissioners of  
Finney County, Kansas

ATTEST:

\_\_\_\_\_  
DORI MUNYAN, County Clerk



To: Robert Reece, County Administrator  
Jenny Newberry, Assistant County Administrator & Finance Director  
Mackenzie Phillips, Development & Administrative Coordinator  
Kara Schartz, County Counselor

CC: City Commission  
Matthew C. Allen, City Manager  
Trent Maxwell, Director of Neighborhood & Development Services  
Aleecya Charles, Assistant Director of Neighborhood & Development Services  
James Dummermuth, Assistant City Attorney

Deborah Oyler  
Mayor

DATE: September 13, 2023

Roy Cessna  
Commissioner

FROM: Danielle B. Burke, Assistant City Manager

Shannon L. Dick  
Commissioner

RE: Development Process

Manny Ortiz  
Commissioner

County Administrator Reece and team,

Troy R. Unruh  
Commissioner

I appreciated you joining the meeting on August 9, 2023, to continue the ongoing discussions that both City and County staff have been having since November of 2022 regarding the Neighborhood & Development Services agreement. To date, those meetings have gone down different paths with the group trying to work towards a process that better meets the goals of both organizations.

Matthew C. Allen  
City Manager

We have talked through some technical changes to the agreement (i.e., reporting requirements, septic tank inspections, and updated references to codes). However, the bulk of the recent discussions have been centered around the process and opportunities for improvement as we move forward.

For example, City and County staff left the June 30, 2023, meeting with a shared understanding that both organizations wanted to move in the direction of a consultant-type relationship with City staff providing recommendations to County staff instead of directly to the Planning Commission or Board of County Commissioners. This provided additional flexibility that had been requested by County staff but kept clear lines of roles/responsibilities that has been the focus of City staff. City and County staff left this meeting with direction that the City would draft a written agreement to this effect for consideration by both Governing Bodies later in 2023 for the upcoming year.

That direction pivoted at the August 9, 2023, meeting. In that meeting, you shared that the desire of the County shifted back to addressing some of the technical items that had been discussed previously but not addressing the more systematic changes for 2024. Additionally, you requested having a better understanding of the development process that the City of Garden City uses before we enter into any additional discussions about more robust changes to the Neighborhood & Development Services agreement for 2025.

While I believe your request is to have a flow-chart that outlines how all projects move through the development process, I am not sure what we have provided in Attachment A yields the desired results. There are too many variables tied to the specific details of each

City Administrative  
Center

301 N. 8th  
P.O. Box 998  
Garden City, KS 67846

620-276-1160

[www.garden-city.org](http://www.garden-city.org)



major project for them to fit in a one-size-fits-all process. As a result, we have provided a very generalized flow-chart but that unfortunately omits a significant amount of detail and nuance tied to every project.

To help get to what I believe the intent of the request is, I have provided you with the philosophy that we use for large-scale developments. As well as some of that nuance that we look for at each step of the process we've identified. I believe this memo paired with the flow chart provides you with the information you have requested to continue our discussions.

I have also included our turnaround times that are tied to the more routine portions of the process. We approach development projects as adaptive in nature and modify our approach based on the specific needs identified while recognizing that there are several technical processes that are required once we get to a certain phase of the project.

Much of what is outlined below was shared at the City Commission pre-meeting on August 15, 2023. We invited you to that meeting as we were giving an update about the agreement to our Governing Body, but we also took that opportunity to discuss our development process more generally and we thought we could all benefit from having that discussion as a larger group. Regardless, we wanted to provide a high-level overview of development from the perspective of the City of Garden City.

### **Projects Requesting Development Incentives**

We broke out the process into two general categories. First, are projects that are requesting significant economic development incentives (i.e., tax increment financing, community improvement district, sales tax and revenue bonds, neighborhood revitalization program, and/or industrial revenue bonds). Second, are Rural Housing Incentive District projects and all other development (or re-development) projects. It should be noted that this is a generalized process, each project is unique and has different set of variables that dictate the speed and areas of focus for that particular project.

Step 1: Kick-off Meeting. We typically become aware of large development projects through Finney County Economic Development Corporation or through a developer reaching out directly to staff. Once we receive a request to meet, we will set up a kick-off meeting that typically includes City Manager Allen, Assistant City Manager Burke, Finney County Economic Development Corporation, and the developer. In this meeting we aim to get an understanding of the project the developer is interested in bringing to Garden City.

From a staff perspective we are trying to understand if they have land identified and if yes where, what their anticipated gap is, what assumptions they are using in that analysis, what incentives are being requested, what incentives they have used on other similar projects, etc. In that initial meeting, we will also share what our approach to development is and what economic development tools have been used historically. When talking about our approach we typically hit on the following topics:

- We will work towards getting to yes (or at least sharing what the path looks like to get to yes and who has the authority to make that decision);
- Interest based negotiations;
- Preserve at least one revenue source for the General Fund; and
- Talk through the process and how quickly that particular project can move through the process.

**Deborah Oyler**  
Mayor

**Roy Cessna**  
Commissioner

**Shannon L. Dick**  
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**Manny Ortiz**  
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**Matthew C. Allen**  
City Manager

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We typically leave these meetings with some follow-up items to bring back to the following meeting if both parties are still interested in moving forward.

Step 2: Bond Counsel. After the kick-off meeting, staff will reach out to our bond counsel to discuss the potential project and the incentive tools that may be tied to the project. This helps ensure that all parties are aware of the project and to make sure that the project being discussed can use the tools that are being considered.

Step 3: Follow-up Meeting(s). This is the point in the process that we start to get more subject matter experts involved in the discussions. Typically, these meetings are held after a potential site is known, or if multiple sites are being considered to discuss site specific considerations. The types of things we discuss include, but are not limited to:

- Zoning considerations (i.e., re-zoning, platting, re-platting, if applicable)
  - This includes possible waiver requests, conditional use permits, planned unit developments, planned commercial developments, amendments, etc.
- Traffic impact study requirements
- Utility locations and considerations (i.e., sizing, metering requests, system improvements, long-lead time items, costs for improvements, etc.)
- Sidewalks/trails
- Fire access and sprinkler system requirements
- Parking
- Landscaping/Public Art
- Memorandum of Understanding/Development Agreement
- Next steps related to incentives and the project.

These meetings typically have a few more staff members present to be able to speak to some of the specific items listed above. We also may invite the mayor or an elected official to this meeting if the project is anticipated to move forward. Staff will drop just about everything to make these meetings happen quickly and to ensure that we are able to keep the project moving forward.

Again, leaving this meeting there are typically takeaways for both staff and the developers to bring back to the next meeting. From here the process depend significantly on the project and what items are most critical for the project to move forward. Staff will try to move as many elements forward at the same time as possible and move as quickly as the developer would like to go based on our stated turnaround times and noticing requirements.

As City staff we invest a significant amount of time and resources to help ensure that projects move forward in a timely manner. This includes not only City staff, but also our external partners that play a role in the process as well (i.e., Contract Engineers, Bond Counsel, City Attorney, etc.). We view this as a large team working together to help meet the identified goals of our Governing Body and place a high priority on meeting those stated objectives.

Step 4: Action Item(s) to Governing Body. After some of the details of the project are reached and the project is to a point that a Memorandum of Understanding or Development Agreement can be drafted, that will be taken to the Governing Body for consideration. This is the first point that the entire Governing Body is made aware of the proposed project and the incentives being requested to move the project forward. The City's Bond Counsel works with the developer's legal counsel to get these items finalized.

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**Step 5: Identified Next Steps.** From here, staff and the development team will begin to implement the items outlined in the adopted Memorandum of Understanding or Development Agreement and items will start to go through the more standardized processes that are in place. For example, incentive tools identified will begin to go through the required processes, applications for rezoning are submitted, site plans are completed, Internal Staff Review meetings held, etc. More or less, at this point in the project it enters into Step 1 or Step 2 listed below and follows our typical processes.

### **Projects Requesting RHID Incentives or No Incentives**

**Deborah Oyler**  
Mayor

**Roy Cessna**  
Commissioner

**Shannon L. Dick**  
Commissioner

**Manny Ortiz**  
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Commissioner

**Step 1: Internal Staff Review (if requested).** For all projects, regardless of size, there is an ability of the property owner/applicant to request Internal Staff Review meetings. This is an opportunity to do something very similar to step 3 above and provides an opportunity for the applicant to talk directly with staff about the project they are proposing. Often, the applicant will bring their design professional and/or engineers to this meeting so that specific questions can be asked, and clarity can be provided before a formal site plan is submitted. These meetings are not required for any project but rather offered as a heightened level of service for projects interested in taking advantage of it.

The City departments that attend ISR meetings include (but may not be limited to): Fire Department, Neighborhood & Development Services, Engineering, Public Works, Water Department, Electric Department, and Parks & Recreation. The City Manager's Office is not typically involved in these meeting.

The scope of these meetings can vary significantly depending on the project. Some applicants request the meeting because it is the first time going through the process and they want some additional guidance on the front end, some are for applicants that have several ideas and want to know what would be required for each idea, and others are for larger projects with a full development team that want to get clarity on specific portions of our zoning regulations. Additionally, as projects are modified and change, the applicant can request additional ISR meetings.

**Step 2a: Site Plan Submittal (and resubmittal, if needed).** For projects not requesting to have an ISR meeting, our first interaction with it is likely through a site plan submittal. Site plans are sent out every Friday via email to City and County staff, all utility companies that operate within Finney County, Chamber of Commerce, Kansas Department of Transportation, and United States Postal Service for Garden City. All agencies on the distribution list, receive all site plan submittals regardless of location. For City projects, we get comments back to the applicant within 10 business days for the first submittal and 5 business days for each submittal thereafter.

There are some instances in which we provide a comment that additional discussion is going to be required for a certain component of the site plan so that we can still get it turned around and keep the process moving but recognize that we need to find a time to meet to discuss that particular item. This allows the applicant to work on all the other comments provided on the site plan instead of holding up the entire process to get one questions answered.

**Step 2b: Rezoning (if needed).** Some projects require the property to be rezoned. This process can be initiated at any point and may come shortly after an ISR meeting, but it is required to

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be completed before the site plan is officially approved. For projects that do not utilize the ISR meetings but still require rezoning, that comment will be provided in the site plan comments. This process typically takes 45-60 days depending on calendaring to ensure that appropriate noticing requirements are met.

Step 2c: Platting (if needed). Some projects require the property to be platted (or re-platted). This process can be initiated at any point and may come shortly after an ISR meeting, but it is required to be completed before the site plan is officially approved. For projects that do not utilize the ISR meetings but still require platting (or re-platting), that comment will be provided in the site plan comments. This process typically takes 45-60 days depending on calendaring to ensure that appropriate noticing requirements are met.

Step 3: Permits. After the project has an approved site plan, the applicant may begin to pull permits and start work on the site. Staff will have comments or issue the permit within 5 business days of submittal.

Step 4: Inspections. As the project progresses and inspections are required, we ask for 24-hour notice to get those inspections scheduled. However, if there is a desire and ability to do those quicker than that, we will do our best to accommodate those requests.

Step 5: Certificate of Occupancy (or Temporary Certificate of Occupancy). After a project has passed all inspections a Certificate of Occupancy is issued, and the project is considered completed. There are instances in which a Temporary Certificate of Occupancy is issued. This occurs when a few final items need to be completed but they don't pose a risk to the business becoming operational in the short term. This is often used with landscaping requirements so that applicants can plant the appropriate trees, shrubs, and plants at a point in the year they are likely to survive but still able to operate their business in the meantime.

Step 6: Tracking and Reporting. For projects that utilize incentives, there is a period of time that the project must be tracked. Additionally, there is administrative work required to verify the costs tied to the incentive that was requested and setting up processes for payment of those incentives overtime. The terms of this are included in a Development Agreement between the City and the developer.

I hope this helps better articulates the development process and the philosophy in which we approach development. I look forward to continuing to discuss how we can continue to partner to make development a smooth process for those interested in investing in Garden City and Finney County. I know we have opportunities to improve the process and develop something that works for all stakeholders better than what we have been doing for the past few years.

Sincerely,

*Danielle B. Burke*

Danielle B. Burke, Assistant City Manager

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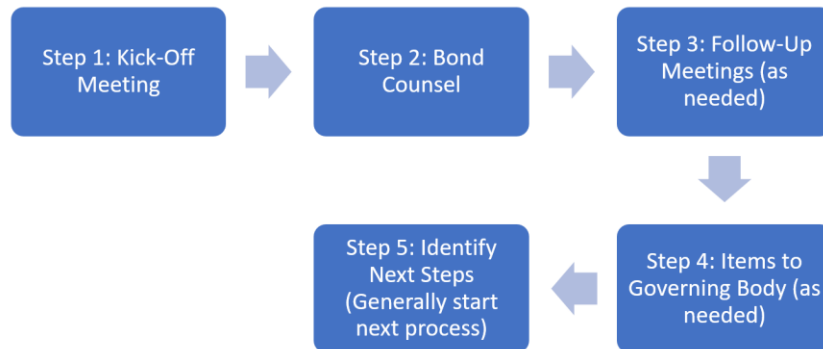
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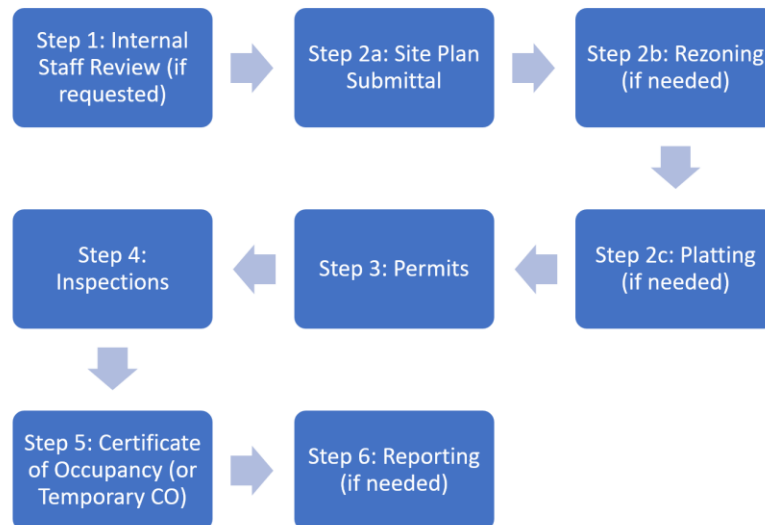
## Attachment A:

### Projects Requesting Development Incentives\*



\*Incentives Included: TIF, CID, STAR Bond, NRP, IRB (not typically RHID projects)

### Projects Requesting RHID or No Incentives\*



\*If projects request incentives, they typically enter this process after the incentive package is agreed upon

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## **Timeline of City and County meetings related to Neighborhood & Development Services**

### **June 23, 2022**

- Attendance: County Commissioner Pishny, Robert Reece, Trent Maxwell, Danielle Burke
- Discussion Topics:
  - County frustrations with code enforcement, complaints, and inspections
  - RHID administration over view
  - Neighborhood & Development Services in general
  - County frustrations with Western Kansas Corridor

### **November 7, 2022**

- Attendance: Curtis Logsden, Mackenzie Phillips, Trent Maxwell, Aleecya Charles
- Discussion Topics:
  - Current projects/processes
  - Anticipated changes moving forward
  - Current County frustrations with City

### **February 17, 2023**

- Attendance: Jenny Newberry, Curtis Logsden, Mackenzie Phillips, Trent Maxwell, Danielle Burke
- Discussion Topics:
  - County's new development process (with new staff)
  - Current County frustrations with City continued
  - Proposed changes to Interlocal Agreement



## March 10, 2023

- Attendance: Jenny Newberry, Mackenzie Phillips, Trent Maxwell, Danielle Burke
- Discussion Topics:
  - Internal Staff Review (ISR) Meetings
  - Website concerns
  - Planning Commission process
  - Right-of-Way Access permits
  - Interlocal Agreement follow-up

## April 20, 2023

- Attendance: Jenny Newberry, Mackenzie Phillips, Kara Schartz, Trent Maxwell, Danielle Burke, Aleecya Charles, Jimmy Dummermuth
- Discussion Topics:
  - Rezoning/Amendment process
  - Interlocal Agreement follow-up (Environmental Code, Code Enforcement, Periodic Reporting, Roles/Responsibilities of County Counselor)

## May 2, 2023 (City Commission Pre-Meeting)

- Attendance: City Commissioners, County Commissioner Pishny, County Commissioner L. Jones, Jenny Newberry, Mackenzie Phillips, Robin Pena, Matt Allen, Jennifer Cunningham, Jimmy Dummermuth, Danielle Burke, Trent Maxwell, Aleecya Charles, members of the public, and other City staff
- Discussion Topics:
  - Update of process
  - Request for policy guidance and identification of next steps
- Guidance Provided:
  - Importance of having one development process in place, interested in joint stakeholder meetings, continuing the partnership, and looking at improvements to the process for everyone

## May 18, 2023 (County Commission Workshop)

- Attendance: County Commissioners, Robert Reece, Jenny Newberry, Mackenzie Phillips, City Commissioner Dick, City Commissioner Cessna, Matt Allen, Danielle Burke, Aleecya Charles, members of the public and other County staff
- Discussion Topics:
  - Update of process
  - Request for policy guidance and identification of next steps
- Guidance Provided:
  - Clean-up the agreement on items all parties agree on and keep working towards process improvements

## June 19, 2023 (County Commission Regular Meeting)

- Attendance: County Commissioners, Robert Reece, Jenny Newberry, Mackenzie Phillips, Mayor Oyler, City Commissioner Cessna, Danielle Burke, Aleecya Charles, members of the public, and other County staff
- Discussion Topic:
  - Request of the Board of County Commissioners to approve changes to the interlocal agreement and send it to the City for review.
  - Danielle Burke provided public comment on the proposed changes and shared that, from the City perspective, the proposed recommendations went beyond the mutually agreed upon changes and the City didn't have an opportunity to review the agreement prior to it being before the Board of County Commission for consideration

## June 30, 2023

- Attendance: Jenny Newberry, Mackenzie Phillips, Kara Schartz, Danielle Burke, Trent Maxwell, Aleecya Charles, Jimmy Dummermuth
- Discussion Topics:
  - Update on Zoning & Subdivision Regulations process (County)
  - Update on Engineering Services Agreement for County Engineer
  - Interlocal Agreement
    - Direction was to move forward with consultant-type relationship and City was tasked with drafting the agreement
    - On July 19, 2023, Danielle Burke was notified that the County was no longer interested in the consultant-type relationship that was previously agreed upon

## August 9, 2023

- Attendance: Robert Reece, Mackenzie Phillips, Kara Schartz, Danielle Burke, Trent Maxwell, Aleecya Charles, Jimmy Dummermuth
- Discussion Topics:
  - Update on Engineering Services Agreement for County Engineer
  - Interlocal Agreement
    - County indicated they were not interested in proceeding with discussions about the drafted agreement and instead wanted to have a better understanding of the City's development process before discussions continue
  - Danielle Burke sent a memo outlining the City's development process to the County on September 13, 2023

## August 15, 2023 (City Commission Pre-Meeting)

- Attendance: City Commissioners, Kara Schartz, Matt Allen, Danielle Burke, Trent Maxwell, Aleecya Charles, members of the public, and other City staff
- Discussion Topic:
  - Update on process and possible next steps



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Daunte Thompson, Planner  
**DATE:** February 6, 2024  
**RE:** DDF24-01 Downtown Development Fund Application - 325 North Main Street

---

### **ISSUE:**

The Governing Body is asked to consider and approve the distribution of the Downtown Development Funds for 325 North Main Street.

### **BACKGROUND:**

Donny Huber has applied to the Downtown Development Fund (DDF) for an interior remodel located at 325 N. Main Street. The unit is currently vacant but will be the future location of Classy Looks. After completing the building plan review process, a building permit was issued on January 3, 2024. Staff determined the eligible work includes demolition, professional fees, and general remodeling in order to accommodate a retailer in the unit. The total costs for the eligible work are estimated to be \$115,788. Based on the project scope and design plans submitted, Staff concluded a score of five points. The project was awarded four points for allowing a new retail business and another point awarded for potentially drawing in customers from the surrounding area. A score of five points calculates a potential reimbursement of 10% of the eligible project costs, or \$11,578. All application materials, including the reimbursement score sheet, are attached.

This is the first Downtown Development Fund application of 2024. The Downtown Development Fund has a current balance of \$200,000. Based on the potential reimbursement score determined by Staff, approving the DDF application will leave a remaining balance of \$188,422. The proposed retail use conforms with the Garden City Comprehensive Plan, Downtown Plan and the Zoning Regulations.

### **ALTERNATIVES:**

1. The Governing Body may fund the award at \$11,578.
2. The Governing Body may fund the award at a different amount.
3. The Governing Body may not fund the award of the Downtown Development Fund Application.

### **RECOMMENDATION:**

Staff recommends the Governing Body fund the award at \$11,578.

### **FISCAL NOTE:**

The Downtown Development Fund has a current balance of \$200,000. Based on the potential reimbursement score determined by Staff, approving the DDF application will leave a remaining balance of \$188,422.



**ATTACHMENTS:**

Description	Upload Date	Type
Downtown Development Fund Application	2/1/2024	Backup Material
Vicinity Map	2/1/2024	Backup Material
Staff Reimbursement Score Sheet and Detailed Costs	2/1/2024	Backup Material
Building Plans and Work Description	2/1/2024	Backup Material
Issued Building Permit	2/1/2024	Backup Material

# APPLICATION

**Project Address:**

325 N. Main

**Business Name:**

HG Land

Tenant: Classy Looks

**Applicant Information:**

Name: Donny Hube

Mailing Address: 1608 Grandview Drive East

Phone Number: 620 290 9108

Email: highergroundsgc@gmail.com

**Type of Work:** (Select all that apply)

☐ Environmental Remediation

☐ Second-story Development

☐ Historic preservation and restoration of designated historic buildings/landmarks

☐ Façade Renovation

☐ Demolition Expenses

☐ Professional Fees (design, architecture, legal)

☐ Efficiency Upgrades

☒ Interior Remodel

**Projected Construction Schedule:**

Start date: 1/13/24 to End date: 2/18/24

**Project Cost Estimates:**

Building Costs: \$192,500 Professional Fees: \$ —

**Description of Work and Improvements:** (Please be specific and provide all details.)

Electrical update

HVAC update

New Flooring

Interior Remodel per tenant requirements

**Additional Property Information:** (Select all that apply)

☐ The property is listed on a Historic Registry or within a historical boundary.

☐ Have you, or do you plan to apply for another funding/tax incentive? (please attach amounts, dates, and all information)

☐ Rural Housing Incentive District (RHID)

☐ Neighborhood Revitalization Program (NRP)

☐ Other: \_\_\_\_\_

**Documents Required:**

☐ Copy of the Deed

☐ Site and building plans

☐ Receipt of paid taxes

☐ Approved building permits

☐ Completed W9

☐ Downtown Development Fund Agreement

☐ Construction bids

☐ Any additional information required by Staff

All the information above must be provided. The application will not be reviewed by Staff or considered by the Governing Body until all the required information and documents are submitted.

APPLICANT SIGNATURE: \_\_\_\_\_

*Donny Hube*

DATE: \_\_\_\_\_

1/24/24





**HUTTON**

**Change Order #8**  
**325 N. Main Street**

12-29-2023

Phase	Description	Project Total
	PROJECT STAFFING → Pro. fees	18,126
	PROJECT CLEAN UP → Demo exp.	3,399
	DEMOLITION → Demo exp.	1,187
	ROUGH CARPENTRY } interior remodel.	11,003
	FINISH CARPENRTY }	10,495
	DOORS & WINDOWS - Not included - not on permit/building plans	2,249
	FINISHES → Interior Remodel	34,753
	MECHANICAL } Interior Remodel	10,045
	ELECTRICAL }	18,312
	T&M WORK → pro Fees	+ 8,468

**Estimate Totals**

\$115,788  
 Eligible  
 Expenses

Description	Amount	Totals
Dumpster Permit	100	
Building Permit Allowance	800	
HCC Managment Fee (Fixed)	11,894	
	12,794	130,830
ies Tax on Materials - Garden City	1,607	
Sales Tax on Labor & Equipment	3,639	
Sales Tax on Subcontracts	4,143	
Sales Tax on Fee	2,322	
<b>Total</b>		<b>142,541</b>



## REIMBURSEMENT SCORE

**Project Address:** 325 N. Main Street

**Applicant Name:** Donny Huber

**Project Description:** Interior Remodel -

Eligibility Question:	Scoring Scale:	Points:
What percentage of the project costs will address a fire, safety, or accessibility issue in the building?	<input checked="" type="checkbox"/> None – 0 points <input type="checkbox"/> 25% or less – 1 point <input type="checkbox"/> 26-79% – 3 points <input type="checkbox"/> 80%+ – 5 points	
Has the location been vacant for more than a year? (The location has been without a tenant or unused.)	<input checked="" type="checkbox"/> No – 0 points <input type="checkbox"/> Yes – 5 points	
Is the building designated as a local, state, or national landmark?	<input checked="" type="checkbox"/> No – 0 points <input type="checkbox"/> Yes – 5 points	
Do resiliency upgrades (outlined in the Comprehensive Plan) make up at least 50% of the project costs?	<input checked="" type="checkbox"/> No – 0 points <input type="checkbox"/> Yes – 5 points	
Will the project allow for a new or improve an existing restaurant, bar, or retail business? (select the highest applicable score).	<input type="checkbox"/> No – 0 points <input checked="" type="checkbox"/> Retail – 4 points <input type="checkbox"/> Bar – 6 points <input type="checkbox"/> Restaurant – 8 points	4
What percentage of the project costs will be used for façade improvements?	<input checked="" type="checkbox"/> None – 0 points <input type="checkbox"/> 25% or less – 2 points <input type="checkbox"/> 26-79% – 4 points <input type="checkbox"/> 80%+ – 7 points	
What percentage of project costs include eligible work on a second-story residential unit?	<input checked="" type="checkbox"/> None – 0 points <input type="checkbox"/> 25% or less – 2 points <input type="checkbox"/> 26-79% – 4 points <input type="checkbox"/> 80%+ – 7 points	
Does this project potentially draw customers in from the surrounding area?	<input type="checkbox"/> No – 0 points <input checked="" type="checkbox"/> Yes – 1 point	1

**Potential Reimbursement Amounts:**

Total Points: 5 x 2 = 10 % Potential Reimbursement

Potential Reimbursement Amount: \$ 11,578

<b>Staff Name:</b> <u>Darnte Thompson</u>	<b>Staff Completion Date:</b> <u>1</u> / <u>25</u> / <u>24</u>
<b>Governing Body Consideration Date:</b> <u>  </u> / <u>  </u> / <u>  </u>	<b>Governing Body Approved Amount:</b> \$ <u>          </u>
<b>Project Completion Date:</b> <u>  </u> / <u>  </u> / <u>  </u>	<b>Reimbursement Date:</b> <u>  </u> / <u>  </u> / <u>  </u>

*The potential reimbursement amount aids the Governing Body in their decision and does not guarantee any funding. The Governing Body will determine the final value of all reimbursed funds.*

STAFF SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



December 29, 2023

Donny Huber  
309 N. Main Street  
Garden City KS

**Re: Change Order 8 Request - Renovation of 325 N. Main Street**

The following Change Order Request is for all materials, equipment, and labor required to perform the additional work described below for the above referenced project:

**SCOPE OF WORK**

- The following scope of work items are included for the renovations to 325 N . Main St.
  - Complete scope of work shown on the attached “For Permit” plans from Hutton titled “The Miller Building – Salon Tenant Finish Remodel”, Dated 12-20-2023
  - Removal and capping of the plumbing fixtures in the old bathroom at the top of the stairs within the space. All lines are to be capped at the face of wall/floor and to remain within the walls and floor spaces.
  - All Hutton work performed on a Time and Material basis to date for Phase 5 (April Harmon Upstairs), are included. Those costs are as follows:
    - Labor = \$4,600.80
    - Material = \$2,907.26
    - Equipment = \$960.00

**ADDITIONAL CLARIFICATIONS**

- No additional work items for this project are included in the Change Order, other than what was specifically outlined in this proposal.
- Pricing includes remodel sales tax.

**Total** **\$142,540.00**

Thank you for the opportunity to provide pricing for this work. If you have any questions, please don't hesitate to give me a call.

Thank you,

A handwritten signature in black ink, appearing to read 'Andy Fahrmeier', with a long horizontal flourish extending to the right.

Andy Fahrmeier - Hutton Corporation

**LEAD. INSPIRE. RESPECT. CONSTRUCT.**

**GARDEN CITY, KANSAS • 620.276.3930 • HUTTONBUILDS.COM**



**City of Garden City, KS****PHONE:** 620-276-1120**FAX:** 620-276-1173**WEB:** garden-city.org

301 N. 8th, P.O. Box 998

Garden City, KS 67846

**BD - New Commercial Construction Building Permit****Permit #CC23-000041****Issued 01/03/2024**

Project Description: Remodel

**PROJECT ADDRESS**

325 North MAIN Street

**PROPERTY OWNER**

HG LAND LLC

1608 GRANDVIEW DR E  
GARDEN CITY, KS 67846-8640**APPLICANT INFORMATION**

Hutton Construction

License # CL21-000226

**CONTRACTOR INFORMATION****GENERAL CONTRACTOR:****MECHANICAL:**Unger's Heating & Air  
Conditioning, Inc.  
CL21-000167  
6202755550**PLUMBING:****ELECTRICAL:**Davis Electric Inc  
CL21-000197  
6208552379**ADDITIONAL CONTRACTORS :**

Any use of a boundary line in the course of the permitting process will not be construed as the City making any representation, warranty, or promise relating to the accuracy or correctness of any such boundary line

**REQUIRED INSPECTIONS FOR PROJECT: 5**

- Building Final
- Electrical Final
- Electrical Rough
- Fire Final
- Building Framing Rough In

**INFORMATION FIELDS**

Use of Building	Commercial/Industrial Remodel
Zoning Classification	GC - C-3: CENTRAL BUSINESS DISTRICT
Project Valuation	75000.00
Type of Construction	Wood Frame
Existing Square Footage	1700
Separated	0
Non-Separated	0
Processing Fee	0
Charge Working Without Permit Fee	0
Credit Half of Permit Fee	0
Charge Mileage Fees	0

Type: Check	Receipt: 2489	Amount Paid: \$462.50	Amount Due: \$0.00
-------------	---------------	--------------------------	--------------------

**NOTES**

The granting of this permit does not presume to give authority to violate or cancel the provisions of City, State, or other local laws regulating construction or the performance of construction. All provisions, laws, and ordinances governing this type of work shall be complied with, whether specified or not and shall be enforced at any and all times.





## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Staff  
**DATE:** February 6, 2024  
**RE:** 25th Judicial District Adult Community Corrections - Appointments

---

### **ISSUE:**

The Governing Body is asked to consider and appoint Carlos Murillo, representing Social Services and Hazel Elliott representing State Parole on the Adult Community Corrections Advisory Board for a two-year term from February 2024 to January 2026.

### **BACKGROUND:**

The 25th Judicial District Adult Community Corrections Advisory Board consists of 12-15 members who represent law enforcement, prosecution, the judiciary, education, corrections, ethnic minorities, social services and the general public. Per K.S.A. 75-5297 the City appoints three Board members to the 25th Judicial District Adult Community Corrections Advisory Board.

Chief Prewitt is currently serving as the a law enforcement representative.

Carlos Murillo is the Deputy Director of Southwest Kansas Regional Detention Center and Shelter and if approved would serve as the social service member. Hazel Elliott is the Parole Supervisor of the Garden City State Parole office and would serve as the State Parole member.

Both appointments would be for two year terms from February 2024 - January 2026.

### **ALTERNATIVES:**

1. The Governing Body may approve the appointment of Carlos Murillo and Hazel Elliott.
2. The Governing Body may deny the reappointment of Carlos Murillo and Hazel Elliott.

### **RECOMMENDATION:**

Staff recommends the Governing Body approve the appointments.

### **FISCAL NOTE:**

None.

### **ATTACHMENTS:**

Description	Upload Date	Type
25th Judicial District Adult Community Corrections Letters	2/1/2024	Backup Material



**FINNEY COUNTY**  
KANSAS

**DEPARTMENT OF CORRECTIONS**

**Beth Beavers, Director**  
bbeavers@finneycounty.org

T. (620) 272-3800  
F. (620) 272-6297

January 22, 2024

Garden City Board of Commissioners  
Po Box 998  
Garden City, KS 67846

RE: Carlos Murillo

Dear Commissioners:

The 25<sup>th</sup> Judicial District Adult Community Corrections is requesting the appointment of Carlos Murillo, Deputy Director of Southwest Kansas Regional Juvenile Detention Center and Shelter representing public social service, to serve on the Adult Community Corrections Advisory Board. In accordance with KSA 75-5297, the appointment would be for a two-year term and run from February 2024 through January 2026.

Please feel free to contact me if you have any questions. Your assistance in this matter is greatly appreciated.

Respectfully,

Beth Beavers,  
Director

cc: Carlos Murillo  
Copy



**FINNEY COUNTY**  
KANSAS

**DEPARTMENT OF CORRECTIONS**

**Beth Beavers, Director**  
bbeavers@finneycounty.org

T. (620) 272-3800  
F. (620) 272-6297

January 22, 2024

Garden City Board of Commissioners  
Po Box 998  
Garden City, KS 67846

RE: Hazel Elliott

Dear Commissioners:

The 25<sup>th</sup> Judicial District Adult Community Corrections is requesting the appointment of Hazel Elliott, Parole Supervisor of Garden City State Parole office, representing State Parole, to serve on the Adult Community Corrections Advisory Board. In accordance with KSA 75-5297, the appointment would be for a two-year term and run from February 2024 through January 2026.

Please feel free to contact me if you have any questions. Your assistance in this matter is greatly appreciated.

Respectfully,

Beth Beavers,  
Director

cc: Hazel Elliott  
Copy



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Jared F. Kuhlmann, Finance Director  
**DATE:** February 6, 2024  
**RE:** Great Plains Development Semi-Annual report

---

### **ISSUE:**

The Governing Body is asked to consider and approve the second half 2023 semi-annual report for the Community Development Block Grant (CDBG) Revolving Loan Fund on behalf of Great Plains Development, Inc.

### **BACKGROUND:**

The Community Development Block Grant (CDBG) program is a flexible program that provides communities with resources to address a wide range of unique community development needs. Great Plains Development Inc., manages these accounts for the City of Garden City and is required to send a semi-annual report to the Kansas Department of Commerce.

### **ALTERNATIVES:**

1. The Governing Body may approve the semi-annual report for the period ending December 31, 2023.
2. The Governing Body may deny the semi-annual report for the period ending December 31, 2023.

### **RECOMMENDATION:**

Staff recommends approval of the semi-annual report for the period ending December 31, 2023.

### **FISCAL NOTE:**

None.

### **ATTACHMENTS:**

Description	Upload Date	Type
Great Plains Development Semi Annual Report	1/31/2024	Backup Material
Great Plains Development Loan List	1/31/2024	Backup Material



# Great Plains Development, Inc.

January 17, 2024

Celyn Hurtado  
City of Garden City  
P. O. Box 998  
Garden City, KS 67846

Description: Semi-Annual Report  
Reference # CDBG #87-BF-206  
Period Ending: 12/31/2023

Dear Celyn:

Enclosed please find the Semi-Annual Report for the above listed grant(s).

Please have the chief elected official sign and date the front page.

Kansas Department of Commerce now requests all documents be sent to them by email. Please scan and email the signed page only to me at [ftrent@gpdionline.com](mailto:ftrent@gpdionline.com). I will email the entire report to Commerce.

Keep the original report(s) for your files.

If you have any questions please contact me at 620-227-6406.

Sincerely,



Faye Trent  
Executive Co-Director

Enclosures

File # 520600GC

Web Site: [www.gpdionline.com](http://www.gpdionline.com)  
Phone: 620-227-6406 – FAX: 620-225-6051 – e-mail: [gpdionline.com](mailto:gpdionline.com)  
100 Military Plaza, Suite 128, P. O. Box 1116, Dodge City, Kansas 67801  
An EDA Economic Development District/Business Loans & Municipal Grants Agency  
An Equal Opportunity Lender, Provider and Employer

Serving Counties of Barber, Barton, Clark, Comanche, Edwards, Finney, Ford, Grant, Gray, Greeley, Hamilton, Haskell, Hodgeman, Kearny, Kiowa, Lane, Meade, Morton, Ness, Pawnee, Pratt, Rush, Scott, Seward, Stafford, Stanton, Stevens and Wichita.

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## Program Income Report for Economic Development

A. GRANTEE NAME: City of Garden City

B. GRANT NUMBER: 87-BF-206

C. SEMI-ANNUAL--FOR PERIOD ENDING: JUNE 30, 20\_\_\_\_ OR DECEMBER 31, 2023

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### ACCOUNT BALANCES

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1) BALANCE BROUGHT FORWARD	<u>\$487,324.34</u>
2) PLUS: ALL DEPOSITS THIS PERIOD	<u>\$5,486.60</u>
3) INTEREST ON BANK ACCOUNT EARNED THIS PERIOD	<u>\$0.00</u>
4) *OTHER INCOME	<u>\$146.60</u>
5) SUBTOTAL	<u>\$492,957.54</u>
6) MINUS: ALL LOANS MADE DURING PERIOD	<u>\$0.00</u>
7) ADMINISTRATIVE FEES	<u>\$1,946.05</u>
8) *OTHER LOSSES (include funds returned to state)	<u>\$0.00</u>
9) TOTAL	<u>\$491,011.49</u>

\*EXPLANATION OF LOSS OR INCOME: SEE ATTACHED.

10) NAME AND ADDRESS OF BANK OF DEPOSIT: Commerce Bank

P.O. Box F

Garden City, KS 67846

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CERTIFICATION: I certify to the best of my knowledge and belief that the information contained in this report is true and correct.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TYPED NAME: Manuel F. Ortiz

TITLE: Mayor

---

PREPARER'S NAME: Faye Trent, Great Plains Development, Inc.

PREPARER'S EMAIL ADDRESS: ftrent@gpdionline.com

PREPARER'S PHONE NUMBER: 620-227-6406

GARDEN CITY

4) OTHER INCOME COLLECTED DURING PERIOD ENDING 12/31/23

BUSINESS NAME	LOAN NUMBER	SERVICE FEES	LATE FEES	RELEASE FEES	Principal Overpmt	TOTAL FEES
Robinson Furniture Inc.	87-BF-206-020	0.00	0.00			0.00
Unique Automotive	87-BF-206-021	0.00	0.00			0.00
El Zarape of Garden City	87-BF-206-024	0.00	0.00			0.00
Stroh Cleaners	87-BF-206-025	0.00	0.00			0.00
Illusions Hair Salon	87-BF-206-028	0.00	0.00			0.00
YMCA of SW Kansas	87-BF-206-030	0.00	0.00			0.00
THR Inc dba GC True Value	87-BF-206-031	0.00	0.00			0.00
Las Margaritas, LLC	87-BF-206-032	0.00	0.00			0.00
VHC Performance & Repair	87-BF-206-034	0.00	0.00			0.00
Roberta J. Powell	87-BF-206-035	0.00	146.60			146.60
Fulton's Founders Brewery	87-BF-206-036	0.00	0.00			0.00
Thang Asian Market, LLC	87-BF-206-039	0.00	0.00			0.00
<b>GRAND TOTALS</b>		<b>0.00</b>	<b>146.60</b>	<b>0.00</b>	<b>0.00</b>	<b>146.60</b>

8) OTHER LOSSES EXPENSES PAID FOR PERIOD ENDING 6/30/23

BUSINESS NAME	LOAN NUMBER	SERVICE FEES	LATE FEES	RELEASE FEES	Reimb Prin Overpmt	TOTAL FEES
Fulton's Founders Brewery	87-BF-206-036					0.00
						0.00
						0.00
<b>GRAND TOTALS</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

# Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-021  
C. NAME OF COMPANY: Unique Automotive  
D. SEMI-ANNUAL – FOR PERIOD ENDING: December 31, 2023  
E. GRANT AMOUNT TO BE REPAYED: \$35,000.00 F. FREQUENCY OF PAYMENT: Monthly  
G. TERM OF REPAYMENT: 36 MOS. H. INTEREST RATE: 0.50%  
I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 5/1/2021  
J. DUNS NUMBER: 019942038 (Required after 3/10/08)

## 1 CURRENT PERIOD INFORMATION:

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: \_\_\_\_\_  
b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: \_\_\_\_\_  
c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: 0  
d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ 0.00  
e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ 0.00  
f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ 69.29

## 2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 34  
b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 361.28  
c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 35,000.00  
d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 595.66  
e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 0.00

## 3 JOB INFORMATION:

	PROPOSED	ACTUAL
a. NUMBER OF JOBS RETAINED WITH THIS PROJECT:	<u>1.75</u>	<u>1.75</u>
b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT:	<u>1.75</u>	<u>1.75</u>
c. NUMBER OF JOBS CREATED WITH THIS PROJECT:	_____	_____
d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT:	_____	_____
e. NUMBER OF BASE JOBS:	<u>1.75</u>	<u>1.75</u>

Actual is through XX/XX/XX, (Complete or Not Complete)

No further updating after XX/XX/XX

## MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

LOCAL REVOLVING LOAN PROGRAM CLOSE-OUT CERTIFICATE Completed: Yes To KDOC: Yes  
Original to KDOC, copy to Borrower's File (under Approval in Section 5) - Required for loans approved after 1/1/11.

IS THIS LOAN CURRENT? [ X ] YES [ ] NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) \_\_\_\_\_



Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-024  
 C. NAME OF COMPANY: Alin Rodriguez dba El Zarape of Garden City KS Inc.  
 D. SEMI-ANNUAL – FOR PERIOD ENDING: December 31, 2023  
 E. GRANT AMOUNT TO BE REPAYED: \$35,000.00 F. FREQUENCY OF PAYMENT: Monthly  
 G. TERM OF REPAYMENT: 36 MOS. H. INTEREST RATE: 0.50%  
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 5/1/2021  
 J. DUNS NUMBER: 144524550 (Required after 3/10/08)

1 CURRENT PERIOD INFORMATION:

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: \_\_\_\_\_  
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: \_\_\_\_\_  
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: 0  
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ 0.00  
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ 0.00  
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ 193.02

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 34  
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 345.80  
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 35,000.00  
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 951.04  
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 0.00

3 JOB INFORMATION:

	PROPOSED	ACTUAL
a. NUMBER OF JOBS RETAINED WITH THIS PROJECT:	<u>8.75</u>	<u>8.75</u>
b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT:	<u>6.75</u>	<u>6.75</u>
c. NUMBER OF JOBS CREATED WITH THIS PROJECT:	_____	_____
d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT:	_____	_____
e. NUMBER OF BASE JOBS:	<u>8.75</u>	<u>8.75</u>

Actual is through XX/XX/XX, (Complete or Not Complete)

No further updating after XX/XX/XX

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

LOCAL REVOLVING LOAN PROGRAM CLOSE-OUT CERTIFICATE Completed: Yes To KDOC: Yes

Original to KDOC, copy to Borrower's File (under Approval in Section 5) - Required for loans approved after 1/1/11.

IS THIS LOAN CURRENT? ☒ YES ☐ NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) PAID IN FULL 4/10/23

**Grant/Local Loan Collection Report**

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-025  
 C. NAME OF COMPANY: Stroh Cleaners  
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: December 31, 2023  
 E. GRANT AMOUNT TO BE REPAYED: \$35,000.00 F. FREQUENCY OF PAYMENT: Monthly  
 G. TERM OF REPAYMENT: 36 MOS. H. INTEREST RATE: 0.50%  
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 5/1/2021  
 J. DUNS NUMBER: 104072558 (Required after 3/10/08)

**1 CURRENT PERIOD INFORMATION:**

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD:	<u>                    </u>
b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD:	<u>                    </u>
c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD:	<u>0</u>
d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD:	\$ <u>0.00</u>
e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD:	\$ <u>0.00</u>
f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD:	\$ <u>34.64</u>

**2 AGGREGATE INFORMATION:**

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE:	<u>15</u>
b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE:	\$ <u>201.99</u>
c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE:	\$ <u>3,974.85</u>
d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE:	\$ <u>1,007.72</u>
e. BALANCE OF PRINCIPAL AND INTEREST DUE:	\$ <u>31,776.08</u>

**3 JOB INFORMATION:**

	PROPOSED	ACTUAL
a. NUMBER OF JOBS RETAINED WITH THIS PROJECT:	<u>2.5</u>	<u>2.5</u>
b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT:	<u>1.75</u>	<u>1.75</u>
c. NUMBER OF JOBS CREATED WITH THIS PROJECT:	<u>                    </u>	<u>                    </u>
d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT:	<u>                    </u>	<u>                    </u>
e. NUMBER OF BASE JOBS:	<u>2.5</u>	<u>2.5</u>

Actual is through XX/XX/XX. (Complete or Not Complete)

No further updating after XX/XX/XX

**MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS**

LOCAL REVOLVING LOAN PROGRAM CLOSE-OUT CERTIFICATE Completed: Yes To KDOC: Yes

Original to KDOC, copy to Borrower's File (under Approval in Section 5) - Required for loans approved after 1/1/11.

IS THIS LOAN CURRENT? ☐ YES ☒ NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) Client has been contacted. Working with City Attorney for collection

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-026  
 C. NAME OF COMPANY: E & L Lawn Service  
 D. SEMI-ANNUAL – FOR PERIOD ENDING: December 31, 2023  
 E. GRANT AMOUNT TO BE REPAYED: \$35,000.00 F. FREQUENCY OF PAYMENT: Monthly  
 G. TERM OF REPAYMENT: 36 MOS. H. INTEREST RATE: 0.50%  
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 5/1/2021  
 J. DUNS NUMBER: 104072558 (Required after 3/10/08)

1 CURRENT PERIOD INFORMATION:

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: \_\_\_\_\_  
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: \_\_\_\_\_  
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: 0  
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ 0.00  
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ 0.00  
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ 138.58

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 35  
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 90.66  
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 10,000.00  
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 769.31  
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 0.00

3 JOB INFORMATION:

	PROPOSED	ACTUAL
a. NUMBER OF JOBS RETAINED WITH THIS PROJECT:	<u>2.5</u>	<u>2.5</u>
b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT:	<u>2.5</u>	<u>2.5</u>
c. NUMBER OF JOBS CREATED WITH THIS PROJECT:	_____	_____
d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT:	_____	_____
e. NUMBER OF BASE JOBS:	<u>2.5</u>	<u>2.5</u>

Actual is through XX/XX/XX, (Complete or Not Complete)

No further updating after XX/XX/XX

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

LOCAL REVOLVING LOAN PROGRAM CLOSE-OUT CERTIFICATE Completed: Yes To KDOC: Yes

Original to KDOC, copy to Borrower's File (under Approval in Section 5) - Required for loans approved after 1/1/11.

IS THIS LOAN CURRENT? ☒ YES ☐ NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) PAID IN FULL 4/1/23

**Grant/Local Loan Collection Report**

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-028  
 C. NAME OF COMPANY: Illusions Hair Salon  
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: December 31, 2023  
 E. GRANT AMOUNT TO BE REPAYED: \$15,000.00 F. FREQUENCY OF PAYMENT: Monthly  
 G. TERM OF REPAYMENT: 36 MOS. H. INTEREST RATE: 0.50%  
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 5/1/2021  
 J. DUNS NUMBER: 785651352 (Required after 3/10/08)

**1 CURRENT PERIOD INFORMATION:**

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD:	_____
b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD:	_____
c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD:	<u>0</u>
d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD:	\$ <u>0.00</u>
e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD:	\$ <u>0.00</u>
f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD:	\$ <u>34.64</u>

**2 AGGREGATE INFORMATION:**

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE:	<u>32</u>
b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE:	\$ <u>147.21</u>
c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE:	\$ <u>15,000.00</u>
d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE:	\$ <u>415.94</u>
e. BALANCE OF PRINCIPAL AND INTEREST DUE:	\$ <u>0.00</u>

**3 JOB INFORMATION:**

	PROPOSED	ACTUAL
a. NUMBER OF JOBS RETAINED WITH THIS PROJECT:	<u>1.5</u>	<u>1.5</u>
b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT:	<u>1.5</u>	<u>1.5</u>
c. NUMBER OF JOBS CREATED WITH THIS PROJECT:	_____	_____
d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT:	_____	_____
e. NUMBER OF BASE JOBS:	<u>1.5</u>	<u>1.5</u>

Actual is through XX/XX/XX, (Complete or Not Complete)

No further updating after XX/XX/XX

**MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS**

LOCAL REVOLVING LOAN PROGRAM CLOSE-OUT CERTIFICATE Completed: Yes To KDOC: Yes

Original to KDOC, copy to Borrower's File (under Approval in Section 5) - Required for loans approved after 1/1/11.

IS THIS LOAN CURRENT? ☐ YES ☒ NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) PAID IN FULL 2/23/23

**Grant/Local Loan Collection Report**

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-029  
 C. NAME OF COMPANY: Traditions Soda & Sandwich Shoppe  
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: December 31, 2023  
 E. GRANT AMOUNT TO BE REPAYED: \$20,000.00 F. FREQUENCY OF PAYMENT: Monthly  
 G. TERM OF REPAYMENT: 36 MOS. H. INTEREST RATE: 0.50%  
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 5/1/2021  
 J. DUNS NUMBER: 166872189 (Required after 3/10/08)

**1 CURRENT PERIOD INFORMATION:**

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: \_\_\_\_\_  
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: \_\_\_\_\_  
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: 0  
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ 0.00  
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ 0.00  
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ 173.22

**2 AGGREGATE INFORMATION:**

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 36  
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 197.60  
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 20,000.00  
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 836.58  
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 0.00

**3 JOB INFORMATION:**

	PROPOSED	ACTUAL
a. NUMBER OF JOBS RETAINED WITH THIS PROJECT:	<u>3.5</u>	<u>3.5</u>
b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT:	<u>2.5</u>	<u>2.5</u>
c. NUMBER OF JOBS CREATED WITH THIS PROJECT:	_____	_____
d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT:	_____	_____
e. NUMBER OF BASE JOBS:	<u>3.5</u>	<u>3.5</u>

Actual is through XX/XX/XX, (Complete or Not Complete)

No further updating after XX/XX/XX

**MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS**

LOCAL REVOLVING LOAN PROGRAM CLOSE-OUT CERTIFICATE Completed: Yes To KDOC: Yes

Original to KDOC, copy to Borrower's File (under Approval in Section 5) - Required for loans approved after 1/1/11.

IS THIS LOAN CURRENT? ☒ YES ☐ NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) PAID IN FULL 4/14/23  
5/1/2021



Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-030  
 C. NAME OF COMPANY: YMCA of SW Kansas  
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: December 31, 2023  
 E. GRANT AMOUNT TO BE REPAYED: \$35,000.00 F. FREQUENCY OF PAYMENT: Monthly  
 G. TERM OF REPAYMENT: 36 MOS. H. INTEREST RATE: 0.50%  
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 5/1/2021  
 J. DUNS NUMBER: 087422457 (Required after 3/10/08)

1 CURRENT PERIOD INFORMATION:

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: \_\_\_\_\_  
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: \_\_\_\_\_  
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: 0  
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ 0.00  
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ 0.00  
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ 347.44

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 36  
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 355.78  
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 35,000.00  
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 1,013.49  
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 0.00

3 JOB INFORMATION:

	PROPOSED	ACTUAL
a. NUMBER OF JOBS RETAINED WITH THIS PROJECT:	<u>33.75</u>	<u>33.75</u>
b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT:	<u>30.75</u>	<u>30.75</u>
c. NUMBER OF JOBS CREATED WITH THIS PROJECT:	_____	_____
d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT:	_____	_____
e. NUMBER OF BASE JOBS:	<u>33.75</u>	<u>33.75</u>

Actual is through XX/XX/XX, (Complete or Not Complete)

No further updating after XX/XX/XX

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

LOCAL REVOLVING LOAN PROGRAM CLOSE-OUT CERTIFICATE Completed: Yes To KDOC: Yes

Original to KDOC, copy to Borrower's File (under Approval in Section 5) - Required for loans approved after 1/1/11.

IS THIS LOAN CURRENT? [ X ] YES [ ] NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) PAID IN FULL 4/26/23

**Grant/Local Loan Collection Report**

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-032  
 C. NAME OF COMPANY: Damani Hospitality, LP  
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: December 31, 2023  
 E. GRANT AMOUNT TO BE REPAYED: \$35,000.00 F. FREQUENCY OF PAYMENT: Monthly  
 G. TERM OF REPAYMENT: 36 MOS. H. INTEREST RATE: 0.50%  
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 6/1/2021  
 J. DUNS NUMBER: 031615460 (Required after 3/10/08)

**1 CURRENT PERIOD INFORMATION:**

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: \_\_\_\_\_  
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: \_\_\_\_\_  
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: 0  
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ 0.00  
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ 0.00  
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ 173.22

**2 AGGREGATE INFORMATION:**

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 36  
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 278.83  
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 35,000.00  
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 998.65  
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 0.00

**3 JOB INFORMATION:**

	PROPOSED	ACTUAL
a. NUMBER OF JOBS RETAINED WITH THIS PROJECT:	<u>2</u>	<u>2</u>
b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT:	<u>2</u>	<u>2</u>
c. NUMBER OF JOBS CREATED WITH THIS PROJECT:	_____	_____
d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT:	_____	_____
e. NUMBER OF BASE JOBS:	<u>2</u>	<u>2</u>

Actual is through XX/XX/XX, (Complete or Not Complete)

No further updating after XX/XX/XX

**MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS**

LOCAL REVOLVING LOAN PROGRAM CLOSE-OUT CERTIFICATE Completed: Yes To KDOC: Yes

Original to KDOC, copy to Borrower's File (under Approval in Section 5) - Required for loans approved after 1/1/11.

IS THIS LOAN CURRENT? ☒ YES ☐ NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) PAID IN FULL 5/8/23

**Grant/Local Loan Collection Report**

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-033  
 C. NAME OF COMPANY: Las Margarita's, LLC  
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: December 31, 2023  
 E. GRANT AMOUNT TO BE REPAYED: \$35,000.00 F. FREQUENCY OF PAYMENT: Monthly  
 G. TERM OF REPAYMENT: 36 MOS. H. INTEREST RATE: 0.50%  
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 6/1/2021  
 J. DUNS NUMBER: 621340285 (Required after 3/10/08)

**1 CURRENT PERIOD INFORMATION:**

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: \_\_\_\_\_  
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: \_\_\_\_\_  
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: 0  
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ 0.00  
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ 0.00  
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ 103.93

**2 AGGREGATE INFORMATION:**

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 36  
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 353.12  
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 35,000.00  
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 354.85  
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 0.00

**3 JOB INFORMATION:**

	PROPOSED	ACTUAL
a. NUMBER OF JOBS RETAINED WITH THIS PROJECT:	<u>5</u>	<u>5</u>
b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT:	<u>5</u>	<u>5</u>
c. NUMBER OF JOBS CREATED WITH THIS PROJECT:	_____	_____
d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT:	_____	_____
e. NUMBER OF BASE JOBS:	<u>5</u>	<u>5</u>

Actual is through XX/XX/XX, (Complete or Not Complete)

No further updating after XX/XX/XX

**MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS**

LOCAL REVOLVING LOAN PROGRAM CLOSE-OUT CERTIFICATE Completed: Yes To KDOC: Yes

Original to KDOC, copy to Borrower's File (under Approval in Section 5) - Required for loans approved after 1/1/11.

IS THIS LOAN CURRENT? ☒ YES ☐ NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) PAID IN FULL 5/3/23

Kansas Department of Commerce & Housing

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-034  
 C. NAME OF COMPANY: VHC Performance & Repair  
 D. SEMI-ANNUAL – FOR PERIOD ENDING: December 31, 2023  
 E. GRANT AMOUNT TO BE REPAYED: \$35,000.00 F. FREQUENCY OF PAYMENT: Monthly  
 G. TERM OF REPAYMENT: 36 MOS. H. INTEREST RATE: 0.50%  
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 6/1/2021  
 J. DUNS NUMBER: 056042572 (Required after 3/10/08)

## 1 CURRENT PERIOD INFORMATION:

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: \_\_\_\_\_  
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: \_\_\_\_\_  
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: 0  
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ 0.00  
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ 0.00  
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ 0.00

## 2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 12  
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 184.16  
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 620.38  
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 113.35  
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 34,547.65

## 3 JOB INFORMATION:

	PROPOSED	ACTUAL
a. NUMBER OF JOBS RETAINED WITH THIS PROJECT:	<u>4</u>	<u>4</u>
b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT:	<u>3</u>	<u>3</u>
c. NUMBER OF JOBS CREATED WITH THIS PROJECT:	_____	_____
d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT:	_____	_____
e. NUMBER OF BASE JOBS:	<u>4</u>	<u>4</u>

Actual is through XX/XX/XX, (Complete or Not Complete)

No further updating after XX/XX/XX

## MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

LOCAL REVOLVING LOAN PROGRAM CLOSE-OUT CERTIFICATE Completed: Yes To KDOC: Yes  
 Original to KDOC, copy to Borrower's File (under Approval in Section 5) - Required for loans approved after 1/1/11.

IS THIS LOAN CURRENT? ☐ YES ☒ NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) Client has been contacted. Working with City Attorney on collection

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-035  
 C. NAME OF COMPANY: Berta's Flowers & Festivities  
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: December 31, 2023  
 E. GRANT AMOUNT TO BE REPAYED: \$17,500.00 F. FREQUENCY OF PAYMENT: Monthly  
 G. TERM OF REPAYMENT: 36 MOS. H. INTEREST RATE: 0.50%  
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 6/1/2021  
 J. DUNS NUMBER: 61962377 (Required after 3/10/08)

1 CURRENT PERIOD INFORMATION:

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: 8/1/2023  
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: 11/8/2023  
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: 4  
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ 14.74  
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ 2,838.66  
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ 207.87

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 34  
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 159.34  
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 10,758.62  
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 650.25  
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 6,066.77

3 JOB INFORMATION:

	PROPOSED	ACTUAL
a. NUMBER OF JOBS RETAINED WITH THIS PROJECT:	<u>0.5</u>	<u>0.5</u>
b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT:	<u>0.5</u>	<u>0.5</u>
c. NUMBER OF JOBS CREATED WITH THIS PROJECT:	<u>          </u>	<u>          </u>
d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT:	<u>          </u>	<u>          </u>
e. NUMBER OF BASE JOBS:	<u>0.5</u>	<u>0.5</u>

Actual is through XX/XX/XX, (Complete or Not Complete)

No further updating after XX/XX/XX

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

LOCAL REVOLVING LOAN PROGRAM CLOSE-OUT CERTIFICATE Completed: Yes To KDOC: Yes

Original to KDOC, copy to Borrower's File (under Approval in Section 5) - Required for loans approved after 1/1/11.

IS THIS LOAN CURRENT? ☐ YES ☒ NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) Client is several months delinquent but has been making  
regular payments and is trying to catch up.



**Grant/Local Loan Collection Report**

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-037  
 C. NAME OF COMPANY: Pearl's Sport Shop, Inc.  
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: December 31, 2023  
 E. GRANT AMOUNT TO BE REPAYED: \$35,000.00 F. FREQUENCY OF PAYMENT: Monthly  
 G. TERM OF REPAYMENT: 36 MOS. H. INTEREST RATE: 0.50%  
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 6/1/2021  
 J. DUNS NUMBER: 13585982 (Required after 3/10/08)

**1 CURRENT PERIOD INFORMATION:**

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: \_\_\_\_\_  
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: \_\_\_\_\_  
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: 0  
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ 0.00  
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ 0.00  
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ 34.64 ✓

**2 AGGREGATE INFORMATION:**

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 31  
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 268.80  
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 35,000.00  
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 210.85  
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 0.00

**3 JOB INFORMATION:**

	PROPOSED	ACTUAL
a. NUMBER OF JOBS RETAINED WITH THIS PROJECT:	<u>4.75</u>	<u>4.75</u>
b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT:	<u>4.75</u>	<u>4.75</u>
c. NUMBER OF JOBS CREATED WITH THIS PROJECT:	_____	_____
d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT:	_____	_____
e. NUMBER OF BASE JOBS:	<u>4.75</u>	<u>4.75</u>

Actual is through XX/XX/XX, (Complete or Not Complete)

No further updating after XX/XX/XX

**MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS**

LOCAL REVOLVING LOAN PROGRAM CLOSE-OUT CERTIFICATE Completed: Yes To KDOC: Yes

Original to KDOC, copy to Borrower's File (under Approval in Section 5) - Required for loans approved after 1/1/11.

IS THIS LOAN CURRENT? ☒ YES ☐ NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) PAID IN FULL 5/4/23

**Grant/Local Loan Collection Report**

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-038  
 C. NAME OF COMPANY: Medina Adventures, Inc.  
 D. SEMI-ANNUAL – FOR PERIOD ENDING: December 31, 2023  
 E. GRANT AMOUNT TO BE REPAYED: \$25,000.00 F. FREQUENCY OF PAYMENT: Monthly  
 G. TERM OF REPAYMENT: 36 MOS. H. INTEREST RATE: 0.50%  
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 6/1/2021  
 J. DUNS NUMBER: Pending (Required after 3/10/08)

**1 CURRENT PERIOD INFORMATION:**

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD:	<u>                    </u>
b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD:	<u>                    </u>
c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD:	<u>0</u>
d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD:	\$ <u>0.00</u>
e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD:	\$ <u>0.00</u>
f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD:	\$ <u>227.68</u>

**2 AGGREGATE INFORMATION:**

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE:	<u>36</u>
b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE:	\$ <u>248.69</u>
c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE:	\$ <u>25,000.00</u>
d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE:	\$ <u>909.92</u>
e. BALANCE OF PRINCIPAL AND INTEREST DUE:	\$ <u>0.00</u>

**3 JOB INFORMATION:**

	PROPOSED	ACTUAL
a. NUMBER OF JOBS RETAINED WITH THIS PROJECT:	<u>3</u>	<u>3</u>
b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT:	<u>3</u>	<u>3</u>
c. NUMBER OF JOBS CREATED WITH THIS PROJECT:	<u>          </u>	<u>          </u>
d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT:	<u>          </u>	<u>          </u>
e. NUMBER OF BASE JOBS:	<u>3</u>	<u>3</u>

Actual is through XX/XX/XX, (Complete or Not Complete)

No further updating after XX/XX/XX

**MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS**

LOCAL REVOLVING LOAN PROGRAM CLOSE-OUT CERTIFICATE Completed: Yes To KDOC: Yes

Original to KDOC, copy to Borrower's File (under Approval in Section 5) - Required for loans approved after 1/1/11.

IS THIS LOAN CURRENT? ☒ YES ☐ NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) PAID IN FULL 5/1/23

**Grant/Local Loan Collection Report**

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-039  
 C. NAME OF COMPANY: Thang Asian Market, LLC  
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: December 31, 2023  
 E. GRANT AMOUNT TO BE REPAYED: \$35,000.00 F. FREQUENCY OF PAYMENT: Monthly  
 G. TERM OF REPAYMENT: 36 MOS. H. INTEREST RATE: 0.50%  
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 9/1/2021  
 J. DUNS NUMBER: Pending (Required after 3/10/08)

**1 CURRENT PERIOD INFORMATION:**

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: 7/14/2023  
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: 8/14/2023  
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: 2  
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ 1.69  
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ 2,631.51  
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ 207.88

**2 AGGREGATE INFORMATION:**

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 35  
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 317.24  
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 35,000.00  
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 866.28  
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 0.00

**3 JOB INFORMATION:**

	PROPOSED	ACTUAL
a. NUMBER OF JOBS RETAINED WITH THIS PROJECT:	<u>1</u>	<u>1</u>
b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT:	<u>1</u>	<u>1</u>
c. NUMBER OF JOBS CREATED WITH THIS PROJECT:	<u>          </u>	<u>          </u>
d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT:	<u>          </u>	<u>          </u>
e. NUMBER OF BASE JOBS:	<u>1</u>	<u>1</u>

Actual is through XX/XX/XX, (Complete or Not Complete)

No further updating after XX/XX/XX

**MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS**

LOCAL REVOLVING LOAN PROGRAM CLOSE-OUT CERTIFICATE Completed: Yes To KDOC: Yes

Original to KDOC, copy to Borrower's File (under Approval in Section 5) - Required for loans approved after 1/1/11.

IS THIS LOAN CURRENT? ☒ YES ☐ NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) PAID IN FULL 8/14/23

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# Great Plains Development, Inc.

January 17, 2024

Celyn Hurtado  
City of Garden City  
P. O. Box 998  
Garden City, KS 67846

Description: Semi-Annual Report  
Reference # CDBG #87-BF-206  
Period Ending: 12/31/2023

Dear Celyn:

Enclosed is the Portfolio Loan List for the period ending December 31, 2024.

This report provides you with an overview of all the projects included in your revolving loan fund.

If you have any questions please contact me at 620-227-6406.

Sincerely,



Faye Trent  
Executive Co-Director

Enclosures

File # 520600GC

Web Site: [www.gpdionline.com](http://www.gpdionline.com)  
Phone: 620-227-6406 – FAX: 620-225-6051 – e-mail: [gpd@gpdionline.com](mailto:gpd@gpdionline.com)  
100 Military Plaza, Suite 128, P. O. Box 1116, Dodge City, Kansas 67801  
An EDA Economic Development District/Business Loans & Municipal Grants Agency  
An Equal Opportunity Lender, Provider and Employer

Serving Counties of Barber, Barton, Clark, Comanche, Edwards, Finney, Ford, Grant, Gray, Greeley, Hamilton, Haskell, Hodgeman, Kearny, Kiowa, Lane, Meade, Morton, Ness, Pawnee, Pratt, Rush, Scott, Seward, Stafford, Stanton, Stevens and Wichita.

Portfolio Loan List

CDBG/RLF (GC) (520600)			Heyco, Inc.		Status: Paid in Full
Loan Recipient			Loan Type & Description		Financing by Source (Specify)
Borrower Name: Heyco, Inc.			Loan Type: Direct		RLF \$: 400,000.00
City: Garden City			Fixed Asset/Working Capital: 100.00 % / 0.00 %		Other Public \$: 0.00
County: Finney			Start-up, Expansion, or Retention: Expansion		Private \$: 2,090,000.00
State: KS			Industry Type: Industrial		New Equity \$: 0.00
NAICS: 233320 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>					Total \$: 2,490,000.00
					Amount Guaranteed \$: 0.00
Closing Date & Loan Terms			Loan Status		Repayment Status
Date Close: 10/14/1887 Interest Rate: 3.000			Fully Repaid: 10/07/1998		Principal Repaid: 400,000.00
Term: Years 9.8 Total Fees: 0.00			Current as of:		Interest Paid: 61,502.21
Job Impact			Balance: 0.00		Amt Delinquent: 0.00
Pre-Loan Jobs: 45.0 Minority Jobs: 0.0			Delinquent Days: 0		Amt Default: 0.00
Jobs Created: 55.0 Women Jobs: 0.0			Default Days: 0		Amt Written-Off: 0.00
Jobs Saved: 0.0			Write-Off Date:		

CDBG/RLF (GC) (520601)			Quall's, Inc		Status: Paid in Full
Loan Recipient			Loan Type & Description		Financing by Source (Specify)
Borrower Name: Quall's, Inc			Loan Type: Direct		RLF \$: 40,000.00
City: Garden City			Fixed Asset/Working Capital: 10.93 % /89.07 %		Other Public \$: 40,000.00
County: Finney			Start-up, Expansion, or Retention: Retention		Private \$: 100,000.00
State: KS			Industry Type: Commercial		New Equity \$: 3,000.00
NAICS: 445110 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>					Total \$: 183,000.00
					Amount Guaranteed \$: 0.00
Closing Date & Loan Terms			Loan Status		Repayment Status
Date Close: 01/16/1991 Interest Rate: 9.000			Fully Repaid: 12/23/1992		Principal Repaid: 40,000.00
Term: Years 7.0 Total Fees: 0.00			Current as of:		Interest Paid: 5,777.09
Job Impact			Balance: 0.00		Amt Delinquent: 0.00
Pre-Loan Jobs: 4.0 Minority Jobs: 0.0			Delinquent Days: 0		Amt Default: 0.00
Jobs Created: 0.0 Women Jobs: 0.0			Default Days: 0		Amt Written-Off: 0.00
Jobs Saved: 4.0			Write-Off Date:		

CDBG/RLF (GC) (520602)			Foster Music, Inc.		Status: Paid in Full
Loan Recipient			Loan Type & Description		Financing by Source (Specify)
Borrower Name: Foster Music, Inc.			Loan Type: Direct		RLF \$: 26,250.00
City: Garden City			Fixed Asset/Working Capital: 19.05 % /80.95 %		Other Public \$: 0.00
County: Finney			Start-up, Expansion, or Retention: Retention		Private \$: 0.00
State: KS			Industry Type: Commercial		New Equity \$: 0.00
NAICS: 451140 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>					Total \$: 26,250.00
					Amount Guaranteed \$: 0.00
Closing Date & Loan Terms			Loan Status		Repayment Status
Date Close: 10/14/1991 Interest Rate: 10.000			Fully Repaid: 03/05/1993		Principal Repaid: 26,250.00
Term: Years 4.9 Total Fees: 0.00			Current as of:		Interest Paid: 1,956.59
Job Impact			Balance: 0.00		Amt Delinquent: 0.00
Pre-Loan Jobs: 2.6 Minority Jobs: 0.0			Delinquent Days: 0		Amt Default: 0.00
Jobs Created: 0.0 Women Jobs: 0.0			Default Days: 0		Amt Written-Off: 0.00
Jobs Saved: 2.6			Write-Off Date:		

CDBG/RLF (GC) (520603)			Threjay Marketing, Inc.		Status: Paid in Full
Loan Recipient			Loan Type & Description		Financing by Source (Specify)
Borrower Name: Threjay Marketing, Inc.			Loan Type: Direct		RLF \$: 60,000.00
City: Garden City			Fixed Asset/Working Capital: 15.38 % /84.62 %		Other Public \$: 0.00
County: Finney			Start-up, Expansion, or Retention: Expansion		Private \$: 105,000.00
State: KS			Industry Type: Commercial		New Equity \$: 30,000.00
NAICS: 337110 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>					Total \$: 195,000.00
					Amount Guaranteed \$: 0.00
Closing Date & Loan Terms			Loan Status		Repayment Status
Date Close: 06/19/1995 Interest Rate: 7.000			Fully Repaid: 06/07/2001		Principal Repaid: 60,000.00
Term: Years 7.0 Total Fees: 550.99			Current as of:		Interest Paid: 15,574.96
Job Impact			Balance: 0.00		Amt Delinquent: 0.00
Pre-Loan Jobs: 0.0 Minority Jobs: 0.0			Delinquent Days: 0		Amt Default: 0.00
Jobs Created: 6.0 Women Jobs: 0.0			Default Days: 0		Amt Written-Off: 0.00
Jobs Saved: 0.0			Write-Off Date:		



## Portfolio Loan List

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CDBG/RLF (GC) (520604)

## J &amp; A Livestock Products, Inc.

Status: Written Off

Loan Recipient		Loan Type & Description	Financing by Source (Specify)
Borrower Name: J & A Livestock Products, Inc.		Loan Type: Direct	RLF \$: 100,000.00
City: Garden City		Fixed Asset/Working Capital: 100.00 % / 0.00 %	Other Public \$: 0.00
County: Finney		Start-up, Expansion, or Retention: Retention	Private \$: 300,000.00
State: KS		Industry Type: Industrial	New Equity \$: 0.00
NAICS: 233320 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>			Total \$: 400,000.00
			Amount Guaranteed \$: 0.00
Closing Date & Loan Terms		Loan Status	Repayment Status
Date Close: 11/18/1994	Interest Rate: 7.000	Fully Repaid:	Principal Repaid: 98,975.74
Term: Years 11.8	Total Fees: 766.42	Current as of:	Interest Paid: 26,900.38
Job Impact		Balance: 0.00	Amt Delinquent: 0.00
Pre-Loan Jobs: 100.0	Minority Jobs: 0.0	Delinquent Days: 0	Amt Default: 0.00
Jobs Created: 10.0	Women Jobs: 0.0	Default Days: 0	Amt Written-Off: 1,024.26
Jobs Saved: 0.0		Write-Off Date: 12/19/2003	

CDBG/RLF (GC) (520605)

## ACRA Products, L.L.C.

Status: Written Off

Loan Recipient		Loan Type & Description	Financing by Source (Specify)
Borrower Name: ACRA Products, L.L.C.		Loan Type: Direct	RLF \$: 250,000.00
City: Garden City		Fixed Asset/Working Capital: 90.41 % / 9.59 %	Other Public \$: 0.00
County: Finney		Start-up, Expansion, or Retention: Retention	Private \$: 2,357,082.00
State: KS		Industry Type: Industrial	New Equity \$: 0.00
NAICS: 233320 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>			Total \$: 2,607,082.00
			Amount Guaranteed \$: 0.00
Closing Date & Loan Terms		Loan Status	Repayment Status
Date Close: 05/14/1996	Interest Rate: 9.000	Fully Repaid:	Principal Repaid: 207,266.11
Term: Years 5.0	Total Fees: 10,776.89	Current as of:	Interest Paid: 45,683.76
Job Impact		Balance: 0.00	Amt Delinquent: 0.00
Pre-Loan Jobs: 25.0	Minority Jobs: 0.0	Delinquent Days: 0	Amt Default: 0.00
Jobs Created: 33.0	Women Jobs: 0.0	Default Days: 0	Amt Written-Off: 42,733.89
Jobs Saved: 0.0		Write-Off Date: 02/05/1999	

CDBG/RLF (GC) (520606)

## TeleServices of Garden City, Inc.

Status: Written Off

Loan Recipient		Loan Type & Description	Financing by Source (Specify)
Borrower Name: TeleServices of Garden City, Inc.		Loan Type: Direct	RLF \$: 99,999.76
City: Overland Park		Fixed Asset/Working Capital: 82.82 % / 17.18 %	Other Public \$: 0.00
County: Finney		Start-up, Expansion, or Retention: Startup	Private \$: 4,800.00
State: KS		Industry Type: Service	New Equity \$: 0.00
NAICS: 561422 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>			Total \$: 104,799.76
			Amount Guaranteed \$: 0.00
Closing Date & Loan Terms		Loan Status	Repayment Status
Date Close: 11/23/1998	Interest Rate: 2.500	Fully Repaid:	Principal Repaid: 35,141.04
Term: Years 10.1	Total Fees: 0.00	Current as of:	Interest Paid: 4,068.79
Job Impact		Balance: 0.00	Amt Delinquent: 0.00
Pre-Loan Jobs: 0.0	Minority Jobs: 0.0	Delinquent Days: 0	Amt Default: 0.00
Jobs Created: 0.0	Women Jobs: 0.0	Default Days: 0	Amt Written-Off: 64,858.72
Jobs Saved: 0.0		Write-Off Date: 05/01/2000	

CDBG/RLF (GC) (520607)

## MGM Enterprises, L.L.C.

Status: Paid in Full

Loan Recipient		Loan Type & Description	Financing by Source (Specify)
Borrower Name: MGM Enterprises, L.L.C.		Loan Type: Direct	RLF \$: 47,500.00
City: Garden City		Fixed Asset/Working Capital: 41.59 % / 58.41 %	Other Public \$: 0.00
County: Finney		Start-up, Expansion, or Retention: Startup	Private \$: 59,500.00
State: KS		Industry Type: Commercial	New Equity \$: 3,000.00
NAICS: 722211 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>			Total \$: 110,000.00
			Amount Guaranteed \$: 0.00
Closing Date & Loan Terms		Loan Status	Repayment Status
Date Close: 12/11/1997	Interest Rate: 8.500	Fully Repaid: 06/27/2005	Principal Repaid: 47,500.00
Term: Years 10.2	Total Fees: 59.00	Current as of:	Interest Paid: 9,193.40
Job Impact		Balance: 0.00	Amt Delinquent: 0.00
Pre-Loan Jobs: 0.0	Minority Jobs: 0.0	Delinquent Days: 0	Amt Default: 0.00
Jobs Created: 0.0	Women Jobs: 0.0	Default Days: 0	Amt Written-Off: 0.00
Jobs Saved: 0.0		Write-Off Date:	

## Portfolio Loan List

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CDBG/RLF (GC) (520608)

## J &amp; A Livestock Products, Inc.

Status: Written Off

Loan Recipient	Loan Type & Description	Financing by Source (Specify)
Borrower Name: J & A Livestock Products, Inc. City: Garden City County: Finney State: KS NAICS: 233320 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>	Loan Type: Direct Fixed Asset/Working Capital: 0.00 % / 100.00 % Start-up, Expansion, or Retention: Retention Industry Type: Industrial	RLF \$: 190,000.00 Other Public \$: 0.00 Private \$: 0.00 New Equity \$: 0.00 Total \$: 190,000.00 Amount Guaranteed \$: 0.00
Closing Date & Loan Terms	Loan Status	Repayment Status
Date Close: 12/06/1999 Interest Rate: 7.000 Term: Years 7.0 Total Fees: 4,315.12	Fully Repaid: Current as of: Balance: 0.00 Delinquent Days: 0 Default Days: 0 Write-Off Date: 12/19/2003	Principal Repaid: 136,894.10 Interest Paid: 35,857.74 Amt Delinquent: 0.00 Amt Default: 0.00 Amt Written-Off: 53,105.90
Job Impact		
Pre-Loan Jobs: 36.0 Minority Jobs: 12.0 Jobs Created: 0.0 Women Jobs: 2.0 Jobs Saved: 19.0		

CDBG/RLF (GC) (520609GC)

## R &amp; R Frame &amp; Axle, Inc.

Status: Paid in Full

Loan Recipient	Loan Type & Description	Financing by Source (Specify)
Borrower Name: R & R Frame & Axle, Inc. City: Garden City County: Finney State: KS NAICS: 811111 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>	Loan Type: Direct Fixed Asset/Working Capital: 89.33 % / 10.67 % Start-up, Expansion, or Retention: Startup Industry Type: Commercial	RLF \$: 60,000.00 Other Public \$: 20,000.00 Private \$: 260,000.00 New Equity \$: 35,000.00 Total \$: 375,000.00 Amount Guaranteed \$: 0.00
Closing Date & Loan Terms	Loan Status	Repayment Status
Date Close: 02/21/2001 Interest Rate: 8.000 Term: Years 10.0 Total Fees: 29.00	Fully Repaid: 03/01/2011 Current as of: Balance: 0.00 Delinquent Days: 0 Default Days: 0 Write-Off Date:	Principal Repaid: 60,000.00 Interest Paid: 27,368.61 Amt Delinquent: 0.00 Amt Default: 0.00 Amt Written-Off: 0.00
Job Impact		
Pre-Loan Jobs: 5.0 Minority Jobs: 0.0 Jobs Created: 3.0 Women Jobs: 1.0 Jobs Saved: 3.0		

CDBG/RLF (GC) (520610GC)

## Lucy's Fashion

Status: Paid in Full

Loan Recipient	Loan Type & Description	Financing by Source (Specify)
Borrower Name: Lucy's Fashion City: Garden City County: Finney State: KS NAICS: 448140 Women Owned <input type="checkbox"/> Minority Owned <input checked="" type="checkbox"/>	Loan Type: Direct Fixed Asset/Working Capital: 100.00 % / 0.00 % Start-up, Expansion, or Retention: Expansion Industry Type: Commercial	RLF \$: 10,000.00 Other Public \$: 0.00 Private \$: 48,000.00 New Equity \$: 6,000.00 Total \$: 64,000.00 Amount Guaranteed \$: 0.00
Closing Date & Loan Terms	Loan Status	Repayment Status
Date Close: 12/29/2003 Interest Rate: 0.000 Term: Years 8.1 Total Fees: 81.93	Fully Repaid: 03/17/2010 Current as of: Balance: 0.00 Delinquent Days: 0 Default Days: 0 Write-Off Date:	Principal Repaid: 10,000.00 Interest Paid: 2,324.26 Amt Delinquent: 0.00 Amt Default: 0.00 Amt Written-Off: 0.00
Job Impact		
Pre-Loan Jobs: 1.0 Minority Jobs: 2.2 Jobs Created: 0.0 Women Jobs: 2.2 Jobs Saved: 0.0		

CDBG/RLF (GC) (520611GC)

## GCAP, L.L.C.

Status: Paid in Full

Loan Recipient	Loan Type & Description	Financing by Source (Specify)
Borrower Name: GCAP, L.L.C. City: Garden City County: Finney State: KS NAICS: 611519 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>	Loan Type: Direct Fixed Asset/Working Capital: 91.19 % / 8.81 % Start-up, Expansion, or Retention: Startup Industry Type: Service	RLF \$: 50,000.00 Other Public \$: 0.00 Private \$: 650,000.00 New Equity \$: 435,300.00 Total \$: 1,135,300.00 Amount Guaranteed \$: 0.00
Closing Date & Loan Terms	Loan Status	Repayment Status
Date Close: 12/19/2003 Interest Rate: 6.000 Term: Years 7.2 Total Fees: 438.24	Fully Repaid: 08/21/2008 Current as of: Balance: 0.00 Delinquent Days: 0 Default Days: 0 Write-Off Date:	Principal Repaid: 50,000.00 Interest Paid: 10,001.04 Amt Delinquent: 0.00 Amt Default: 0.00 Amt Written-Off: 0.00
Job Impact		
Pre-Loan Jobs: 0.0 Minority Jobs: 0.0 Jobs Created: 0.0 Women Jobs: 0.0 Jobs Saved: 0.0		

## Portfolio Loan List

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CDBG/RLF (GC) (520612GC)

## Sparkle Auto, LLC

Status: Paid in Full

## Loan Recipient

## Loan Type &amp; Description

## Financing by Source (Specify)

Borrower Name: Sparkle Auto, LLC  
 City: Garden City  
 County: Finney  
 State: KS  
 NAICS: 441310 Women Owned ☐ Minority Owned ☐

Loan Type: Direct  
 Fixed Asset/Working Capital: 25.98 % / 74.02 %  
 Start-up, Expansion, or Retention: Expansion  
 Industry Type: Commercial

RLF \$: 25,000.00  
 Other Public \$: 75,000.00  
 Private \$: 0.00  
 New Equity \$: 0.00  
 Total \$: 100,000.00  
 Amount Guaranteed \$: 0.00

## Closing Date &amp; Loan Terms

## Loan Status

## Repayment Status

Date Close: 10/12/2004 Interest Rate: 7.000  
 Term: Years 7.1 Total Fees: 48.04

Fully Repaid: 06/03/2011

Principal Repaid: 25,000.00

## Job Impact

Current as of: Balance: 0.00

Interest Paid: 6,612.08

Pre-Loan Jobs: 5.0 Minority Jobs: 0.0  
 Jobs Created: 2.0 Women Jobs: 0.0  
 Jobs Saved: 0.0

Delinquent Days: 0

Amt Delinquent: 0.00

Default Days: 0

Amt Default: 0.00

Write-Off Date:

Amt Written-Off: 0.00

CDBG/RLF (GC) (520613GC)

## Center for Independent Living Southwest...

Status: Paid in Full

## Loan Recipient

## Loan Type &amp; Description

## Financing by Source (Specify)

Borrower Name: Center for Independent Living Southwest...  
 City: Garden City  
 County: Finney  
 State: KS  
 NAICS: 624120 Women Owned ☐ Minority Owned ☐

Loan Type: Direct  
 Fixed Asset/Working Capital: 99.83 % / 0.17 %  
 Start-up, Expansion, or Retention: Expansion  
 Industry Type: Service

RLF \$: 77,000.00  
 Other Public \$: 77,000.00  
 Private \$: 154,000.00  
 New Equity \$: 0.00  
 Total \$: 308,000.00  
 Amount Guaranteed \$: 0.00

## Closing Date &amp; Loan Terms

## Loan Status

## Repayment Status

Date Close: 08/29/2006 Interest Rate: 7.000  
 Term: Years 10.2 Total Fees: 967.70

Fully Repaid: 07/24/2012

Principal Repaid: 77,000.00

## Job Impact

Current as of: Balance: 0.00

Interest Paid: 25,243.49

Pre-Loan Jobs: 90.0 Minority Jobs: 0.0  
 Jobs Created: 0.0 Women Jobs: 0.0  
 Jobs Saved: 0.0

Delinquent Days: 0

Amt Delinquent: 0.00

Default Days: 0

Amt Default: 0.00

Write-Off Date: 06/30/2011

Amt Written-Off: 0.00

CDBG/RLF (GC) (520614GC)

## Cummings Sales Inc. (NOT FUNDED)

Status: Written Off

## Loan Recipient

## Loan Type &amp; Description

## Financing by Source (Specify)

Borrower Name: Cummings Sales Inc. (NOT FUNDED)  
 City: Garden City  
 County: Finney  
 State: KS  
 NAICS: 332999 Women Owned ☐ Minority Owned ☐

Loan Type: Direct  
 Fixed Asset/Working Capital: 0.00 % / 100.00 %  
 Start-up, Expansion, or Retention: Expansion  
 Industry Type: Industrial

RLF \$: 0.00  
 Other Public \$: 0.00  
 Private \$: 0.00  
 New Equity \$: 0.00  
 Total \$: 0.00  
 Amount Guaranteed \$: 0.00

## Closing Date &amp; Loan Terms

## Loan Status

## Repayment Status

Date Close: / / Interest Rate: 0.000  
 Term: Years 0.0 Total Fees: 0.00

Fully Repaid:

Principal Repaid: 0.00

## Job Impact

Current as of: Balance: 0.00

Interest Paid: 0.00

Pre-Loan Jobs: 8.0 Minority Jobs: 0.0  
 Jobs Created: 0.0 Women Jobs: 0.0  
 Jobs Saved: 0.0

Delinquent Days: 0

Amt Delinquent: 0.00

Default Days: 0

Amt Default: 0.00

Write-Off Date:

Amt Written-Off: 0.00

CDBG/RLF (GC) (520615GC)

## Estes Enterprises Inc dba A &amp;W

Status: Paid in Full

## Loan Recipient

## Loan Type &amp; Description

## Financing by Source (Specify)

Borrower Name: Estes Enterprises Inc dba A &W  
 City: Pratt  
 County: Finney  
 State: KS  
 NAICS: 722211 Women Owned ☐ Minority Owned ☐

Loan Type: Direct  
 Fixed Asset/Working Capital: 100.00 % / 0.00 %  
 Start-up, Expansion, or Retention: Startup  
 Industry Type: Service

RLF \$: 150,000.00  
 Other Public \$: 150,000.00  
 Private \$: 1,000,000.00  
 New Equity \$: 0.00  
 Total \$: 1,300,000.00  
 Amount Guaranteed \$: 0.00

## Closing Date &amp; Loan Terms

## Loan Status

## Repayment Status

Date Close: 07/09/2009 Interest Rate: 0.000  
 Term: Years 10.5 Total Fees: 0.00

Fully Repaid: 08/01/2019

Principal Repaid: 150,000.00

## Job Impact

Current as of: Balance: 0.00

Interest Paid: 57,915.61

Pre-Loan Jobs: 0.0 Minority Jobs: 0.0  
 Jobs Created: 0.0 Women Jobs: 0.0  
 Jobs Saved: 0.0

Delinquent Days: 0

Amt Delinquent: 0.00

Default Days: 0

Amt Default: 0.00

Write-Off Date:

Amt Written-Off: 0.00

## Portfolio Loan List

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CDBG/RLF (GC) (520616GC)

## Sinfully Sweet Bakery, LLC

Status: Written Off

## Loan Recipient

Borrower Name: Sinfully Sweet Bakery, LLC  
 City: Garden City  
 County: Finney  
 State: KS  
 NAICS: 445291 Women Owned ☒ Minority Owned ☐

## Loan Type &amp; Description

Loan Type: Direct  
 Fixed Asset/Working Capital: 38.18 % /61.82 %  
 Start-up, Expansion, or Retention: Startup  
 Industry Type: Service

## Financing by Source (Specify)

RLF \$: 25,000.00  
 Other Public \$: 25,000.00  
 Private \$: 0.00  
 New Equity \$: 10,202.00  
 Total \$: 60,202.00  
 Amount Guaranteed \$: 0.00

## Closing Date &amp; Loan Terms

Date Close: 10/21/2009 Interest Rate: 7.000  
 Term: Years 7.2 Total Fees: 0.00

## Loan Status

Fully Repaid:  
 Current as of:  
 Balance: 0.00  
 Delinquent Days: 0  
 Default Days: 0  
 Write-Off Date: 06/08/2012

## Repayment Status

Principal Repaid: 4,478.31  
 Interest Paid: 523.15  
 Amt Delinquent: 0.00  
 Amt Default: 0.00  
 Amt Written-Off: 20,521.69

## Job Impact

Pre-Loan Jobs: 0.0 Minority Jobs: 0.0  
 Jobs Created: 0.0 Women Jobs: 3.0  
 Jobs Saved: 0.0

CDBG/RLF (GC) (520617GC)

## Mauritta C. Adams, dba Mauritta's Cafe

Status: Paid in Full

## Loan Recipient

Borrower Name: Mauritta C. Adams, dba Mauritta's Cafe  
 City: Holcomb  
 County: Finney  
 State: KS  
 NAICS: 722110 Women Owned ☒ Minority Owned ☐

## Loan Type &amp; Description

Loan Type: Direct  
 Fixed Asset/Working Capital: 73.33 % /26.67 %  
 Start-up, Expansion, or Retention: Startup  
 Industry Type: Service

## Financing by Source (Specify)

RLF \$: 37,500.00  
 Other Public \$: 37,500.00  
 Private \$: 0.00  
 New Equity \$: 0.00  
 Total \$: 75,000.00  
 Amount Guaranteed \$: 0.00

## Closing Date &amp; Loan Terms

Date Close: 01/21/2011 Interest Rate: 7.000  
 Term: Years 10.2 Total Fees: 421.17

## Loan Status

Fully Repaid: 09/16/2013  
 Current as of:  
 Balance: 0.00  
 Delinquent Days: 0  
 Default Days: 0  
 Write-Off Date:

## Repayment Status

Principal Repaid: 37,500.00  
 Interest Paid: 6,329.75  
 Amt Delinquent: 0.00  
 Amt Default: 0.00  
 Amt Written-Off: 0.00

## Job Impact

Pre-Loan Jobs: 1.0 Minority Jobs: 0.0  
 Jobs Created: 0.0 Women Jobs: 1.0  
 Jobs Saved: 0.0

CDBG/RLF (GC) (520618GC)

## The Paraclete Group, Inc.

Status: Paid in Full

## Loan Recipient

Borrower Name: The Paraclete Group, Inc.  
 City: Garden City  
 County: Finney  
 State: KS  
 NAICS: 541519 Women Owned ☐ Minority Owned ☐

## Loan Type &amp; Description

Loan Type: Direct  
 Fixed Asset/Working Capital: 0.00 % /100.00 %  
 Start-up, Expansion, or Retention: Retention  
 Industry Type: Service

## Financing by Source (Specify)

RLF \$: 22,000.00  
 Other Public \$: 10,000.00  
 Private \$: 0.00  
 New Equity \$: 0.00  
 Total \$: 32,000.00  
 Amount Guaranteed \$: 0.00

## Closing Date &amp; Loan Terms

Date Close: 08/11/2011 Interest Rate: 7.000  
 Term: Years 7.2 Total Fees: 20.00

## Loan Status

Fully Repaid: 03/11/2016  
 Current as of:  
 Balance: 0.00  
 Delinquent Days: 0  
 Default Days: 0  
 Write-Off Date:

## Repayment Status

Principal Repaid: 22,000.00  
 Interest Paid: 4,851.98  
 Amt Delinquent: 0.00  
 Amt Default: 0.00  
 Amt Written-Off: 0.00

## Job Impact

Pre-Loan Jobs: 6.0 Minority Jobs: 0.0  
 Jobs Created: 0.0 Women Jobs: 1.0  
 Jobs Saved: 0.0

CDBG/RLF (GC) (520619GC)

## TekVet Technologies Co.

Status: Written Off

## Loan Recipient

Borrower Name: TekVet Technologies Co.  
 City: Garden City  
 County: Finney  
 State: KS  
 NAICS: 115210 Women Owned ☐ Minority Owned ☐

## Loan Type &amp; Description

Loan Type: Direct  
 Fixed Asset/Working Capital: 0.00 % /100.00 %  
 Start-up, Expansion, or Retention: Startup  
 Industry Type: Industrial

## Financing by Source (Specify)

RLF \$: 75,000.00  
 Other Public \$: 0.00  
 Private \$: 0.00  
 New Equity \$: 0.00  
 Total \$: 75,000.00  
 Amount Guaranteed \$: 0.00

## Closing Date &amp; Loan Terms

Date Close: 06/28/2011 Interest Rate: 4.000  
 Term: Years 11.3 Total Fees: 0.00

## Loan Status

Fully Repaid:  
 Current as of:  
 Balance: 0.00  
 Delinquent Days: 0  
 Default Days: 0  
 Write-Off Date: 06/13/2012

## Repayment Status

Principal Repaid: 27,773.60  
 Interest Paid: 6,180.64  
 Amt Delinquent: 0.00  
 Amt Default: 0.00  
 Amt Written-Off: 47,226.40

## Job Impact

Pre-Loan Jobs: 0.0 Minority Jobs: 0.0  
 Jobs Created: 0.0 Women Jobs: 0.0  
 Jobs Saved: 0.0

## Portfolio Loan List

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CDBG/RLF (GC) (520620GC)

Steven J. Chapman &amp; Mary S. Chapman

Status: Paid in Full

## Loan Recipient

## Loan Type &amp; Description

## Financing by Source (Specify)

Borrower Name: Steven J. Chapman & Mary S. Chapman  
 City: Garden City  
 County: Finney  
 State: KS  
 NAICS: 442110 Women Owned ☐ Minority Owned ☐

Loan Type: Guarantee  
 Fixed Asset/Working Capital: 0.00 % /100.00 %  
 Start-up, Expansion, or Retention: Retention  
 Industry Type: Service

RLF \$: 100,000.00  
 Other Public \$: 150,000.00  
 Private \$: 0.00  
 New Equity \$: 0.00  
 Total \$: 250,000.00  
 Amount Guaranteed \$: 0.00

## Closing Date &amp; Loan Terms

## Loan Status

## Repayment Status

Date Close: 01/15/2016 Interest Rate: 6.500  
 Term: Years 7.2 Total Fees: 20.00

Fully Repaid: 01/20/2022

Principal Repaid: 100,000.00

## Job Impact

Pre-Loan Jobs: 0.0 Minority Jobs: 2.0  
 Jobs Created: 0.0 Women Jobs: 3.0  
 Jobs Saved: 0.0

Current as of:  
 Balance: 0.00  
 Delinquent Days: 0  
 Default Days: 0  
 Write-Off Date:

Interest Paid: 25,244.51  
 Amt Delinquent: 0.00  
 Amt Default: 0.00  
 Amt Written-Off: 0.00

CDBG/RLF (GC) (520621GC)

Unique Automotive

Status: Paid in Full

## Loan Recipient

## Loan Type &amp; Description

## Financing by Source (Specify)

Borrower Name: Unique Automotive  
 City: Garden City  
 County: Finney  
 State: KS  
 NAICS: 441110 Women Owned ☐ Minority Owned ☐

Loan Type: Guarantee  
 Fixed Asset/Working Capital: 0.00 % /100.00 %  
 Start-up, Expansion, or Retention: Retention  
 Industry Type: Service

RLF \$: 35,000.00  
 Other Public \$: 0.00  
 Private \$: 0.00  
 New Equity \$: 0.00  
 Total \$: 35,000.00  
 Amount Guaranteed \$: 0.00

## Closing Date &amp; Loan Terms

## Loan Status

## Repayment Status

Date Close: 04/23/2020 Interest Rate: 0.500  
 Term: Years 2.9 Total Fees: 882.49

Fully Repaid: 05/08/2023

Principal Repaid: 35,000.00

## Job Impact

Pre-Loan Jobs: 1.7 Minority Jobs: 1.7  
 Jobs Created: 0.0 Women Jobs: 0.0  
 Jobs Saved: 0.0

Current as of:  
 Balance: 0.00  
 Delinquent Days: 0  
 Default Days: 0  
 Write-Off Date:

Interest Paid: 361.28  
 Amt Delinquent: 0.00  
 Amt Default: 0.00  
 Amt Written-Off: 0.00

CDBG/RLF (GC) (520623GC)

The Paraclete Group, Inc.

Status: Paid in Full

## Loan Recipient

## Loan Type &amp; Description

## Financing by Source (Specify)

Borrower Name: The Paraclete Group, Inc.  
 City: Garden City  
 County: Finney  
 State: KS  
 NAICS: 541519 Women Owned ☐ Minority Owned ☐

Loan Type: Direct  
 Fixed Asset/Working Capital: 0.00 % /100.00 %  
 Start-up, Expansion, or Retention: Retention  
 Industry Type: Service

RLF \$: 35,000.00  
 Other Public \$: 0.00  
 Private \$: 0.00  
 New Equity \$: 0.00  
 Total \$: 35,000.00  
 Amount Guaranteed \$: 0.00

## Closing Date &amp; Loan Terms

## Loan Status

## Repayment Status

Date Close: 04/17/2020 Interest Rate: 0.500  
 Term: Years 3.0 Total Fees: 0.00

Fully Repaid: 12/02/2022

Principal Repaid: 35,000.00

## Job Impact

Pre-Loan Jobs: 5.2 Minority Jobs: 0.0  
 Jobs Created: 0.0 Women Jobs: 0.0  
 Jobs Saved: 0.0

Current as of:  
 Balance: 0.00  
 Delinquent Days: 0  
 Default Days: 0  
 Write-Off Date:

Interest Paid: 339.19  
 Amt Delinquent: 0.00  
 Amt Default: 0.00  
 Amt Written-Off: 0.00

CDBG/RLF (GC) (520624GC)

Alin Rodriguez

Status: Paid in Full

## Loan Recipient

## Loan Type &amp; Description

## Financing by Source (Specify)

Borrower Name: Alin Rodriguez  
 City: Garden City  
 County: Finney  
 State: KS  
 NAICS: 722511 Women Owned ☐ Minority Owned ☐

Loan Type: Guarantee  
 Fixed Asset/Working Capital: 0.00 % /100.00 %  
 Start-up, Expansion, or Retention: Retention  
 Industry Type: Service

RLF \$: 35,000.00  
 Other Public \$: 0.00  
 Private \$: 0.00  
 New Equity \$: 0.00  
 Total \$: 35,000.00  
 Amount Guaranteed \$: 0.00

## Closing Date &amp; Loan Terms

## Loan Status

## Repayment Status

Date Close: 04/24/2020 Interest Rate: 0.500  
 Term: Years 2.9 Total Fees: 148.78

Fully Repaid: 04/10/2023

Principal Repaid: 35,000.00

## Job Impact

Pre-Loan Jobs: 8.7 Minority Jobs: 8.7  
 Jobs Created: 0.0 Women Jobs: 8.0  
 Jobs Saved: 0.0

Current as of:  
 Balance: 0.00  
 Delinquent Days: 0  
 Default Days: 0  
 Write-Off Date:

Interest Paid: 345.80  
 Amt Delinquent: 0.00  
 Amt Default: 0.00  
 Amt Written-Off: 0.00



## Portfolio Loan List

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CDBG/RLF (GC) (520625GC)

☐ Stroh Cleaners

Status: Active

## Loan Recipient

## Loan Type &amp; Description

## Financing by Source (Specify)

Borrower Name: ☐ Stroh Cleaners

City: Garden City

County: Finney

State: KS

NAICS: 812320

Women Owned ☐Minority Owned ☐

Loan Type: Guarantee

Fixed Asset/Working Capital: 0.00 % /100.00 %

Start-up, Expansion, or Retention: Retention

Industry Type: Service

RLF \$: 35,000.00

Other Public \$: 0.00

Private \$: 0.00

New Equity \$: 0.00

Total \$: 35,000.00

Amount Guaranteed \$: 0.00

## Closing Date &amp; Loan Terms

## Loan Status

## Repayment Status

Date Close: 04/24/2020 Interest Rate: 0.500

Term: Years 2.9 Total Fees: 227.32

Fully Repaid:

Current as of: 01/17/2023

Balance: 31,025.15

Delinquent Days: 1

Default Days: 0

Write-Off Date:

Principal Repaid: 3,974.85

Interest Paid: 201.99

Amt Delinquent: 26,963.24

Amt Default: 0.00

Amt Written-Off: 0.00

## Job Impact

Pre-Loan Jobs: 0.0 Minority Jobs: 0.0

Jobs Created: 0.0 Women Jobs: 0.0

Jobs Saved: 0.0

CDBG/RLF (GC) (520626GC)

Rick Erwin

Status: Paid in Full

## Loan Recipient

## Loan Type &amp; Description

## Financing by Source (Specify)

Borrower Name: Rick Erwin

City: Garden City

County: Finney

State: KS

NAICS: 561730

Women Owned ☐Minority Owned ☐

Loan Type: Guarantee

Fixed Asset/Working Capital: 0.00 % /100.00 %

Start-up, Expansion, or Retention: Retention

Industry Type: Service

RLF \$: 10,000.00

Other Public \$: 0.00

Private \$: 0.00

New Equity \$: 0.00

Total \$: 10,000.00

Amount Guaranteed \$: 0.00

## Closing Date &amp; Loan Terms

## Loan Status

## Repayment Status

Date Close: 04/24/2020 Interest Rate: 0.500

Term: Years 2.9 Total Fees: 0.00

Fully Repaid: 04/01/2023

Current as of:

Balance: 0.00

Delinquent Days: 0

Default Days: 0

Write-Off Date:

Principal Repaid: 10,000.00

Interest Paid: 90.66

Amt Delinquent: 0.00

Amt Default: 0.00

Amt Written-Off: 0.00

## Job Impact

Pre-Loan Jobs: 2.5 Minority Jobs: 0.0

Jobs Created: 0.0 Women Jobs: 1.0

Jobs Saved: 0.0

CDBG/RLF (GC) (520628GC)

Meghan Kells

Status: Paid in Full

## Loan Recipient

## Loan Type &amp; Description

## Financing by Source (Specify)

Borrower Name: Meghan Kells

City: Garden City

County: Finney

State: KS

NAICS: 812112

Women Owned ☐Minority Owned ☐

Loan Type: Guarantee

Fixed Asset/Working Capital: 0.00 % /100.00 %

Start-up, Expansion, or Retention: Retention

Industry Type: Service

RLF \$: 15,000.00

Other Public \$: 0.00

Private \$: 0.00

New Equity \$: 0.00

Total \$: 15,000.00

Amount Guaranteed \$: 0.00

## Closing Date &amp; Loan Terms

## Loan Status

## Repayment Status

Date Close: 04/24/2020 Interest Rate: 0.500

Term: Years 2.9 Total Fees: 661.47

Fully Repaid: 02/23/2023

Current as of:

Balance: 0.00

Delinquent Days: 0

Default Days: 0

Write-Off Date:

Principal Repaid: 15,000.00

Interest Paid: 147.21

Amt Delinquent: 0.00

Amt Default: 0.00

Amt Written-Off: 0.00

## Job Impact

Pre-Loan Jobs: 1.5 Minority Jobs: 1.0

Jobs Created: 0.0 Women Jobs: 2.0

Jobs Saved: 0.0

CDBG/RLF (GC) (520629GC)

Mike Wade

Status: Paid in Full

## Loan Recipient

## Loan Type &amp; Description

## Financing by Source (Specify)

Borrower Name: Mike Wade

City: Garden City

County: Finney

State: KS

NAICS: 722511

Women Owned ☐Minority Owned ☐

Loan Type: Guarantee

Fixed Asset/Working Capital: 0.00 % /100.00 %

Start-up, Expansion, or Retention: Retention

Industry Type: Service

RLF \$: 20,000.00

Other Public \$: 0.00

Private \$: 0.00

New Equity \$: 0.00

Total \$: 20,000.00

Amount Guaranteed \$: 0.00

## Closing Date &amp; Loan Terms

## Loan Status

## Repayment Status

Date Close: 04/24/2020 Interest Rate: 0.500

Term: Years 2.9 Total Fees: 0.00

Fully Repaid: 04/14/2023

Current as of:

Balance: 0.00

Delinquent Days: 0

Default Days: 0

Write-Off Date:

Principal Repaid: 20,000.00

Interest Paid: 197.60

Amt Delinquent: 0.00

Amt Default: 0.00

Amt Written-Off: 0.00

## Job Impact

Pre-Loan Jobs: 3.5 Minority Jobs: 3.0

Jobs Created: 0.0 Women Jobs: 3.5

Jobs Saved: 0.0

# Portfolio Loan List

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CDBG/RLF (GC) (520630GC)		YMCA of SW Kansas		Status: Paid in Full
Loan Recipient		Loan Type & Description		Financing by Source (Specify)
Borrower Name: YMCA of SW Kansas		Loan Type: Guarantee		RLF \$: 35,000.00
City: Garden City		Fixed Asset/Working Capital: 0.00 % /100.00 %		Other Public \$: 0.00
County: Finney		Start-up, Expansion, or Retention: Retention		Private \$: 0.00
State: KS		Industry Type: Service		New Equity \$: 0.00
NAICS: 813410 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>				Total \$: 35,000.00
				Amount Guaranteed \$: 0.00
Closing Date & Loan Terms		Loan Status		Repayment Status
Date Close: 04/24/2020 Interest Rate: 0.500		Fully Repaid: 04/26/2023		Principal Repaid: 35,000.00
Term: Years 2.9 Total Fees: 73.30		Current as of:		Interest Paid: 355.78
Job Impact		Balance: 0.00		Amt Delinquent: 0.00
Pre-Loan Jobs: 33.7 Minority Jobs: 27.0		Delinquent Days: 0		Amt Default: 0.00
Jobs Created: 0.0 Women Jobs: 33.0		Default Days: 0		Amt Written-Off: 0.00
Jobs Saved: 0.0		Write-Off Date:		

CDBG/RLF (GC) (520631GC)		THR Inc.		Status: Paid in Full
Loan Recipient		Loan Type & Description		Financing by Source (Specify)
Borrower Name: THR Inc.		Loan Type: Guarantee		RLF \$: 35,000.00
City: Garden City		Fixed Asset/Working Capital: 0.00 % /100.00 %		Other Public \$: 0.00
County: Finney		Start-up, Expansion, or Retention: Retention		Private \$: 0.00
State: KS		Industry Type: Service		New Equity \$: 0.00
NAICS: 444130 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>				Total \$: 35,000.00
				Amount Guaranteed \$: 0.00
Closing Date & Loan Terms		Loan Status		Repayment Status
Date Close: 04/24/2020 Interest Rate: 0.500		Fully Repaid: 09/27/2022		Principal Repaid: 35,000.00
Term: Years 2.9 Total Fees: 229.85		Current as of:		Interest Paid: 303.00
Job Impact		Balance: 0.00		Amt Delinquent: 0.00
Pre-Loan Jobs: 13.7 Minority Jobs: 3.0		Delinquent Days: 0		Amt Default: 0.00
Jobs Created: 0.0 Women Jobs: 3.0		Default Days: 0		Amt Written-Off: 0.00
Jobs Saved: 0.0		Write-Off Date:		

CDBG/RLF (GC) (520632GC)		Damini Hospitality LP		Status: Paid in Full
Loan Recipient		Loan Type & Description		Financing by Source (Specify)
Borrower Name: Damini Hospitality LP		Loan Type: Guarantee		RLF \$: 35,000.00
City: Garden City		Fixed Asset/Working Capital: 0.00 % /100.00 %		Other Public \$: 0.00
County: Finney		Start-up, Expansion, or Retention: Retention		Private \$: 0.00
State: KS		Industry Type: Service		New Equity \$: 0.00
NAICS: 721110 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>				Total \$: 35,000.00
				Amount Guaranteed \$: 0.00
Closing Date & Loan Terms		Loan Status		Repayment Status
Date Close: 05/10/2020 Interest Rate: 0.500		Fully Repaid: 05/08/2023		Principal Repaid: 35,000.00
Term: Years 3.0 Total Fees: 0.00		Current as of:		Interest Paid: 278.83
Job Impact		Balance: 0.00		Amt Delinquent: 0.00
Pre-Loan Jobs: 2.0 Minority Jobs: 2.0		Delinquent Days: 0		Amt Default: 0.00
Jobs Created: 0.0 Women Jobs: 1.0		Default Days: 0		Amt Written-Off: 0.00
Jobs Saved: 0.0		Write-Off Date:		

CDBG/RLF (GC) (520633GC)		Las Margaritas, LLC		Status: Paid in Full
Loan Recipient		Loan Type & Description		Financing by Source (Specify)
Borrower Name: Las Margaritas, LLC		Loan Type: Guarantee		RLF \$: 35,000.00
City: Garden City		Fixed Asset/Working Capital: 0.00 % /100.00 %		Other Public \$: 0.00
County: Finney		Start-up, Expansion, or Retention: Retention		Private \$: 0.00
State: KS		Industry Type: Service		New Equity \$: 0.00
NAICS: 722110 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>				Total \$: 35,000.00
				Amount Guaranteed \$: 0.00
Closing Date & Loan Terms		Loan Status		Repayment Status
Date Close: 05/10/2020 Interest Rate: 0.500		Fully Repaid: 05/03/2023		Principal Repaid: 35,000.00
Term: Years 3.0 Total Fees: 74.02		Current as of:		Interest Paid: 353.12
Job Impact		Balance: 0.00		Amt Delinquent: 0.00
Pre-Loan Jobs: 5.0 Minority Jobs: 5.0		Delinquent Days: 0		Amt Default: 0.00
Jobs Created: 0.0 Women Jobs: 4.0		Default Days: 0		Amt Written-Off: 0.00
Jobs Saved: 0.0		Write-Off Date:		

## Portfolio Loan List

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CDBG/RLF (GC) (520634GC)

VHC Performance and Repair, LLC

Status: Active

Loan Recipient	Loan Type & Description	Financing by Source (Specify)
Borrower Name: VHC Performance and Repair, LLC City: Garden City County: Finney State: KS NAICS: 811111 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>	Loan Type: Guarantee Fixed Asset/Working Capital: 0.00 % /100.00 % Start-up, Expansion, or Retention: Retention Industry Type: Service	RLF \$: 35,000.00 Other Public \$: 0.00 Private \$: 0.00 New Equity \$: 0.00 Total \$: 35,000.00 Amount Guaranteed \$: 0.00
Closing Date & Loan Terms	Loan Status	Repayment Status
Date Close: 05/10/2020 Interest Rate: 0.500 Term: Years 3.0 Total Fees: 63.75	Fully Repaid: Current as of: 10/05/2021 Balance: 34,379.62 Delinquent Days: 0 Default Days: 81 Write-Off Date:	Principal Repaid: 620.38 Interest Paid: 184.16 Amt Delinquent: 34,200.00 Amt Default: 600.00 Amt Written-Off: 0.00
Job Impact		
Pre-Loan Jobs: 0.0 Minority Jobs: 0.0 Jobs Created: 0.0 Women Jobs: 0.0 Jobs Saved: 0.0		

CDBG/RLF (GC) (520635GC)

Roberta J. Powell

Status: Active

Loan Recipient	Loan Type & Description	Financing by Source (Specify)
Borrower Name: Roberta J. Powell City: Garden City County: Finney State: KS NAICS: 453110 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>	Loan Type: Guarantee Fixed Asset/Working Capital: 0.00 % /100.00 % Start-up, Expansion, or Retention: Retention Industry Type: Service	RLF \$: 17,500.00 Other Public \$: 0.00 Private \$: 0.00 New Equity \$: 0.00 Total \$: 17,500.00 Amount Guaranteed \$: 0.00
Closing Date & Loan Terms	Loan Status	Repayment Status
Date Close: 05/10/2020 Interest Rate: 0.500 Term: Years 3.0 Total Fees: 513.82	Fully Repaid: Current as of: 11/08/2023 Balance: 6,741.38 Delinquent Days: 0 Default Days: 0 Write-Off Date:	Principal Repaid: 10,758.62 Interest Paid: 159.34 Amt Delinquent: 11,524.99 Amt Default: 0.00 Amt Written-Off: 0.00
Job Impact		
Pre-Loan Jobs: 0.5 Minority Jobs: 0.0 Jobs Created: 0.0 Women Jobs: 0.5 Jobs Saved: 0.0		

CDBG/RLF (GC) (520636GC)

Fulton's Founders Brewery Inc.

Status: Paid in Full

Loan Recipient	Loan Type & Description	Financing by Source (Specify)
Borrower Name: Fulton's Founders Brewery Inc. City: Garden City County: Finney State: KS NAICS: 722110 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>	Loan Type: Guarantee Fixed Asset/Working Capital: 0.00 % /100.00 % Start-up, Expansion, or Retention: Retention Industry Type: Service	RLF \$: 35,000.00 Other Public \$: 0.00 Private \$: 0.00 New Equity \$: 0.00 Total \$: 35,000.00 Amount Guaranteed \$: 0.00
Closing Date & Loan Terms	Loan Status	Repayment Status
Date Close: 05/10/2020 Interest Rate: 0.500 Term: Years 3.0 Total Fees: 225.00	Fully Repaid: 10/27/2022 Current as of: Balance: 0.00 Delinquent Days: 0 Default Days: 0 Write-Off Date:	Principal Repaid: 35,000.00 Interest Paid: 346.47 Amt Delinquent: 0.00 Amt Default: 0.00 Amt Written-Off: 0.00
Job Impact		
Pre-Loan Jobs: 17.2 Minority Jobs: 8.0 Jobs Created: 0.0 Women Jobs: 10.0 Jobs Saved: 0.0		

CDBG/RLF (GC) (520637GC)

Pearl's Sports Shop, Inc.

Status: Paid in Full

Loan Recipient	Loan Type & Description	Financing by Source (Specify)
Borrower Name: Pearl's Sports Shop, Inc. City: Garden City County: Finney State: KS NAICS: 448140 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>	Loan Type: Guarantee Fixed Asset/Working Capital: 0.00 % /100.00 % Start-up, Expansion, or Retention: Retention Industry Type: Service	RLF \$: 35,000.00 Other Public \$: 0.00 Private \$: 0.00 New Equity \$: 0.00 Total \$: 35,000.00 Amount Guaranteed \$: 0.00
Closing Date & Loan Terms	Loan Status	Repayment Status
Date Close: 05/21/2020 Interest Rate: 0.500 Term: Years 2.9 Total Fees: 662.62	Fully Repaid: 05/04/2023 Current as of: Balance: 0.00 Delinquent Days: 0 Default Days: 0 Write-Off Date:	Principal Repaid: 35,000.00 Interest Paid: 268.80 Amt Delinquent: 0.00 Amt Default: 0.00 Amt Written-Off: 0.00
Job Impact		
Pre-Loan Jobs: 4.7 Minority Jobs: 4.0 Jobs Created: 0.0 Women Jobs: 4.0 Jobs Saved: 0.0		

## Portfolio Loan List

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CDBG/RLF (GC) (520638GC)

## Medina Adventures Inc.

Status: Paid in Full

## Loan Recipient

Borrower Name: Medina Adventures Inc.  
 City: Garden City  
 County: Finney  
 State: KS  
 NAICS: 722511 Women Owned ☐ Minority Owned ☐

## Loan Type &amp; Description

Loan Type: Guarantee  
 Fixed Asset/Working Capital: 0.00 % /100.00 %  
 Start-up, Expansion, or Retention: Retention  
 Industry Type: Service

## Financing by Source (Specify)

RLF \$: 25,000.00  
 Other Public \$: 0.00  
 Private \$: 0.00  
 New Equity \$: 0.00  
 Total \$: 25,000.00  
 Amount Guaranteed \$: 0.00

## Closing Date &amp; Loan Terms

Date Close: 05/21/2020 Interest Rate: 0.500  
 Term: Years 2.9 Total Fees: 0.00

## Loan Status

Fully Repaid: 05/01/2023  
 Current as of:  
 Balance: 0.00  
 Delinquent Days: 0  
 Default Days: 0  
 Write-Off Date:

## Repayment Status

Principal Repaid: 25,000.00  
 Interest Paid: 248.69  
 Amt Delinquent: 0.00  
 Amt Default: 0.00  
 Amt Written-Off: 0.00

## Job Impact

Pre-Loan Jobs: 0.0 Minority Jobs: 0.0  
 Jobs Created: 0.0 Women Jobs: 0.0  
 Jobs Saved: 0.0

CDBG/RLF (GC) (520639GC)

## Thang Asian Market, LLC

Status: Paid in Full

## Loan Recipient

Borrower Name: Thang Asian Market, LLC  
 City: Garden City  
 County: Finney  
 State: KS  
 NAICS: 445110 Women Owned ☐ Minority Owned ☐

## Loan Type &amp; Description

Loan Type: Guarantee  
 Fixed Asset/Working Capital: 0.00 % /100.00 %  
 Start-up, Expansion, or Retention: Retention  
 Industry Type: Service

## Financing by Source (Specify)

RLF \$: 35,000.00  
 Other Public \$: 0.00  
 Private \$: 0.00  
 New Equity \$: 0.00  
 Total \$: 35,000.00  
 Amount Guaranteed \$: 0.00

## Closing Date &amp; Loan Terms

Date Close: 08/13/2020 Interest Rate: 0.500  
 Term: Years 3.0 Total Fees: 124.96

## Loan Status

Fully Repaid: 08/14/2023  
 Current as of:  
 Balance: 0.00  
 Delinquent Days: 0  
 Default Days: 0  
 Write-Off Date:

## Repayment Status

Principal Repaid: 35,000.00  
 Interest Paid: 317.24  
 Amt Delinquent: 0.00  
 Amt Default: 0.00  
 Amt Written-Off: 0.00

## Job Impact

Pre-Loan Jobs: 1.0 Minority Jobs: 1.0  
 Jobs Created: 0.0 Women Jobs: 0.0  
 Jobs Saved: 0.0

## Totals

Loan Recipient				Loan Type & Description		Financing by Source (Specify)	
						RLF \$:	2,352,749.76
						Other Public \$:	584,500.00
						Private \$:	7,128,382.00
						New Equity \$:	522,502.00
						Total \$:	10,588,133.76
						Amt Guaranteed \$:	0.00
Closing Date & Loan Terms				Loan Status		Repayment Status	
Total Fees: 22,381.88						Principal Repaid:	2,051,132.75
						Interest Paid:	383,609.20
Job Impact						Amt Delinquent:	110,919.69
Pre-Loan Jobs:	429.8	Minority Jobs:	80.7			Amt Default:	600.00
Jobs Created:	109.0	Women Jobs:	80.7			Amt Written-Off:	229,470.86
Jobs Saved:	28.6						

### Portfolio Loan List

(2,352,749.76) *	RLF Loans To Date
0.00	RLF Loans not drawn down
15,000.00	Plus TekVet Acc Int To Prin
400,000.00	Plus Beginning Grant
2,051,132.75 *	Plus Principal Payments
383,609.20 *	Plus Interest Payments
22,381.88 *	Plus Total Fees
152,702.28	Plus Accrued Bank Interest
80,560.21	Less Accrued Administration Paid
20.00	Less Accrued Service Fees paid
100,484.65	Less Accrued Fees Paid to Others
0.00	Less Pmt Rec'd End of Rpt Period
	(Not on City Ledger, due to timing)
491,011.49	Fund Balance

\* From Portfolio Loan List





## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Fred Jones, Water Resource Manager  
**DATE:** February 6, 2024  
**RE:** Engineering Services Agreement - Wastewater Treatment Plant Ultraviolet Disinfection System Improvements

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### **ISSUE:**

The Governing Body is asked to consider and approve Work Order No. 24-01 from Professional Engineering Consultants, P.A. (PEC) for engineering services to replace the Ultra-Violet (UV) Disinfection System at the Wastewater Treatment Plant (WWTP) for a fee of \$76,000.00.

### **BACKGROUND:**

In preparation for the 2024 City Budget, staff identified the replacement of the UV Disinfection System at the WWTP as a needed improvement to improve the reliability of plant operations. The system has been in continuous use at the plant since the UV Building was constructed in the year 2000.

The UV System is a critical component of the WWTP and is the final treatment step in the current configuration of the WWTP. The UV Disinfection System uses a series of very powerful ultra-violet lights to provide a final disinfection step as water is discharged to the environment or diverted for water reuse purposes. Since the treated effluent is potentially released to the Arkansas River, UV is a preferred disinfection method because it does not require chemicals or pose a hazard to aquatic life.

The work order presented for consideration today will be the design for the new system, permitting the design with the Kansas Department of Health and Environment, a transition plan for the construction of the new system, structural analysis, electrical design for the equipment, bidding services, and construction administration.

### **ALTERNATIVES:**

1. The Governing Body may approve the work order for engineering services to replace the UV Disinfection System at the WWTP for a fee of \$76,000.00.
2. The Governing Body may not approve the work order from PEC for engineering services to replace the UV Disinfection System at the WWTP.
3. The Governing Body may direct staff to provide an alternate solution for consideration.

### **RECOMMENDATION:**

Staff recommends that the Governing Body approve the work order for engineering services for the Polymer Feed System replacement at the WWTP submitted by PEC for a fee of \$76,000.00.

**FISCAL NOTE:**

If approved, this project will be funded from GL Code 52153515-5331 (Engineering Fees). The project was budgeted for 2024. The budget authority in the Engineering Fees line item is \$250,000.00.

**ATTACHMENTS:**

Description	Upload Date	Type
Engineering Services Work Order No. 24-01	1/26/2024	Backup Material

**WORK ORDER NO. 24-01  
FOR ENGINEERING SERVICES**

OWNER: City of Garden City

ENGINEER: Professional Engineering Consultants, P.A.

REFERENCE: Agreement for Engineering Services dated July 20, 2021

PROJECT: Garden City – UV System Improvements  
PEC Project No. 35-237032-010-0951

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**A. SCOPE OF SERVICES, SCHEDULE, AND PEC’S FEES**

See attached “Exhibit A”.

**B. PROVISIONS OF THE ORIGINAL CONTRACT**

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Work Order Agreement, shall remain in full force and effect.

**C. OTHER MATTERS**

Engineer’s receipt of this executed (signed and dated) Work Order No. 24-01 shall be considered as our authorization to proceed.

CITY OF GARDEN CITY

PROFESSIONAL ENGINEERING  
CONSULTANTS, P.A.

By: \_\_\_\_\_  
Fred Jones Date  
Water Systems Resource Manager

By: \_\_\_\_\_ January 22, 2024  
Sarah C. Unruh, PE Date  
Principal

## **EXHIBIT A**

### **A. Project Description:**

1. The Project shall consist of replacement of the existing UV disinfection equipment in the UV Building including UV modules, power panels, and control panels; replacement of existing HVAC equipment, ducting and controls; replacement of existing electrical enclosures.

### **B. Anticipated Project Schedule:**

1. PEC shall commence its services on the Project within 14 days after receiving CLIENT's notice to proceed.
2. PEC and CLIENT anticipate that the Project will commence on a mutually agreed upon schedule.
3. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. Project deliverable schedules will be impacted by untimely receipt of information necessary to complete design. PEC will not have control over or responsibility for any CLIENT, contractor, or vendor's performance schedule.

### **C. Project Deliverables:**

1. This Project Deliverables shall consist of the following sealed by an Engineer licensed in the State of Kansas where applicable:
  - a) 30% design documents to include drawings, specification table of contents, and engineer's estimate of probable construction cost.
  - b) Permit/100% design documents to include drawings, specifications, and engineer's estimate of probable construction cost.

### **D. Scope of Services:**

1. Project management to include:
  - a) Project management tasks to include development and management of the project schedule, preparation and distribution of meeting minutes, progress reports, and client communications.
  - b) Development of data request for drawings, studies, flow data, power usage data, and other information as identified as necessary for the design project.
2. Process design services to include:
  - a) Conduct a project kick-off meeting to review concept design, confirm previous data, finalize schedule, and discuss any additional information needs.
  - b) Prepare 30% design documents to include:
    - i. Current conditions plan, demolition plan, proposed equipment layout, electrical one-line.
    - ii. Specification table of contents.
    - iii. 30% opinion of probable construction cost.

- c) Review 30% design with CLIENT and address comments and questions.
  - d) Prepare 100% sealed design documents to include:
    - i. Final plans and specifications.
    - ii. 100% updated opinion of probable construction cost.
  - e) Submit sealed design drawings and specifications to the Kansas Department of Health and Environment. Address questions and comments and submit revised design documents to achieve KDHE approval to bid the project.
3. Structural design services to include:
- a) Produce design drawings and calculations (submitted if required) for the code mandated gravity and agreed to special loadings for new/existing structures. Design and drawings are limited to Basic Services as defined by “National Practice Guidelines for the Structural Engineer of Record” by Coalition of American Structural Engineers, CASE (a coalition of the American Consulting Engineers Council), available upon request.
  - b) Produce dimensioned equipment foundation plans, details, and slab on grade.
  - c) Provide miscellaneous grouting and supports for equipment.
  - d) The existing structure is assumed to be designed properly for the intended use.
4. Electrical design services to include:
- a) Design shall include demolition plan, power and controls for new UV equipment and instrumentation, electrical enclosure replacement. One-line diagram and control panel schedules will be developed.
  - b) Design interface to existing SCADA system.
  - c) Design SCADA and I/O connections.
5. Mechanical design services to include:
- a) Reevaluate heating ventilation based on new process equipment and building operation.
  - b) Design for removal and replacement of heating and ventilation systems as determined.
  - c) Add or modify plumbing system to support building operation.
6. Bidding services to include:
- a) Prepare the advertisement for bids and post to Drexel; address bidder questions; and issue addenda as needed.
  - b) Prepare an engineer’s estimate of probable construction cost and provide to CLIENT with bid tab for CLIENT use at bid opening.
  - c) Participate in bid opening and complete bid tab; provide to CLIENT.
  - d) Conduct a pre-bid meeting and issue minutes.
  - e) Review received bids.



7. Construction administration services to include:

- a) Prepare Contract Documents for execution by the Contractor and CLIENT.
- b) Review shop drawings for systems and elements designed by PEC and its subconsultants. Review period will be ten (10) business days after received by PEC office unless other terms are agreed to by PEC and CLIENT.
- c) Respond to RFIs generated by the contracting team. Response will be provided within seven calendar (7) days after received by PEC office unless other terms are agreed to by PEC and CLIENT.
- d) Review and process contractor's submittals, shop drawings, and material test certifications for compliance with the drawings and specifications.
- e)
- f) Review contractors pay applications and provide to CLIENT for approval and processing.
- g) Prepare change orders covering modifications or revisions, as needed.
- h)
- i) Attendance at up to two (2) progress meetings as coordinated by the contractor. Contractor shall schedule meetings and issue minutes to all attendees.
- j) Coordination of final inspection with KDHE.
- k) Coordinate and participate in final walkthrough of project.
- l) Develop and distribute punch list; update and distribute as required until project completion.
- m) Project close-out includes issuing of substantial completion certificate, close-out items as required by KDHE, and preparation of record drawings to include pdf markups of sealed bid drawings.

**E. Additional Responsibilities of CLIENT:**

The CLIENT agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

- 1. Drawings, studies, reports, utility data and other information as requested and available pertaining to the existing buildings, site, equipment, and processes.
- 2. Timely reviews of reports, design submittals, or other project documentation.
- 3. Provide right of entry for PEC's personnel and subconsultants in performing site visits, field surveys, and inspections.
- 4. Participate in and provide input for review meetings, construction progress meetings, and final inspections.
- 5. Establish and pay for a testing and inspection plan that includes all code-mandated special structural inspections to be performed.

**F. Additional Services:**

The following services can be provided by PEC at an additional cost by Supplemental Agreement:

- 1. Meetings in excess of the number in the above scope of services will be performed on an hourly basis.
- 2. Plan revisions, as necessary, to reduce the cost of construction after issuance of construction documents (typically referred to as "value engineering or "VE").
- 3. Construction testing and on-site inspection services.

**G. Exclusions:**

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

1. Additional services not included in the above scope of services.
2. Environmental site assessments.
3. Permit and review fees.
4. Funding assistance.
5. Detailed SCADA and Control Panel designs – work shall be completed by the project systems integrator.

**H. PEC's Fees & Reimbursables:**

1. PEC will invoice CLIENT one time per month for services rendered and Reimbursable Expenses incurred in the previous month. CLIENT agrees to pay each invoice within 30 days after receipt.
2. PEC's Fee for its Scope of Services will be on a standard hourly basis, at the rates established on the attached Rate Schedule including Reimbursable Expenses not-to-exceed **\$76,000.00.**
3. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Fred Jones, Water Resource Manager  
**DATE:** February 6, 2024  
**RE:** Engineering Services Agreement - Polymer Feed System Improvements at the Wastewater Treatment Plant

---

### **ISSUE:**

The Governing Body is asked to consider and approve Work Order No. 24-02 from Professional Engineering Consultants, P.A. (PEC) for engineering services to replace the Polymer Feed System at the Wastewater Treatment Plant (WWTP) for a fee of \$62,300.00.

### **BACKGROUND:**

In preparation for the 2024 City Budget, staff identified the replacement of the Polymer Feed system at the WWTP as a needed improvement to improve the reliability of plant operations. The system has been in continuous use at the plant since the solids building was constructed in the year 2000.

The Polymer Feed System is used to inject a polymer into the solids materials that are removed from the wastewater. This process binds solids together so that the maximum amount of water can be removed from the solids. The solids removed from the treatment process are stored on a drying bed at the WWTP for land application on crops used for non-human consumption.

The work order presented for consideration today will be the design for the new system, permitting the design with the Kansas Department of Health and Environment, a transition plan for the construction of the new system, structural analysis, electrical design for the equipment, bidding services, and construction administration.

### **ALTERNATIVES:**

1. The Governing Body may approve the work order for engineering services for the Polymer Feed System replacement at the WWTP submitted by PEC for a fee of \$62,300.00.
2. The Governing Body may not approve the work order for engineering services for the Polymer Feed System replacement at the WWTP submitted by PEC.
3. The Governing Body may direct staff to provide an alternate solution for consideration.

### **RECOMMENDATION:**

Staff recommends that the Governing Body approve the work order for engineering services for the Polymer Feed System replacement at the WWTP submitted by PEC for a fee of \$62,300.00.

### **FISCAL NOTE:**

If approved, this project will be funded from GL Code 52153515-5331 (Engineering Fees). The project was budgeted for 2024. The budget authority in the Engineering Fees line item is

\$250,000.

**ATTACHMENTS:**

Description	Upload Date	Type
Engineering Services Work Order No. 24-02	1/26/2024	Backup Material

**WORK ORDER NO. 24-02**  
**FOR ENGINEERING SERVICES**

OWNER: City of Garden City

ENGINEER: Professional Engineering Consultants, P.A.

REFERENCE: Agreement for Engineering Services dated July 20, 2021

PROJECT: Garden City – Polymer Feed System Improvements  
PEC Project No. 35-237032-011-0951

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**A. SCOPE OF SERVICES, SCHEDULE, AND PEC’S FEES**

See attached “Exhibit A”.

**B. PROVISIONS OF THE ORIGINAL CONTRACT**

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Work Order Agreement, shall remain in full force and effect.

**C. OTHER MATTERS**

Engineer’s receipt of this executed (signed and dated) Work Order No. 24-02 shall be considered as our authorization to proceed.

CITY OF GARDEN CITY

PROFESSIONAL ENGINEERING  
CONSULTANTS, P.A.

By: \_\_\_\_\_  
Fred Jones Date  
Water Systems Resource Manager

By: \_\_\_\_\_ January 22, 2024  
Sarah C. Unruh, PE Date  
Principal



## **EXHIBIT A**

### **A. Project Description:**

1. The Project shall consist of replacement of the existing polymer feed equipment in the Solids Handling Building including batching system, polymer pump, control panel, tank mixer and controls, and feed pumps.

### **B. Anticipated Project Schedule:**

1. PEC shall commence its services on the Project within 14 days after receiving CLIENT's notice to proceed.
2. PEC and CLIENT anticipate that the Project will commence on a mutually agreed upon schedule.
3. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. Project deliverable schedules will be impacted by untimely receipt of information necessary to complete design. PEC will not have control over or responsibility for any CLIENT, contractor, or vendor's performance schedule.

### **C. Project Deliverables:**

1. This Project Deliverables shall consist of the following sealed by an Engineer licensed in the State of Kansas where applicable:
  - a) 30% design documents to include drawings, specification table of contents, and engineer's estimate of probable construction cost.
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### **D. Scope of Services:**

1. Project management to include:
  - a) Project management tasks to include development and management of the project schedule, preparation and distribution of meeting minutes, progress reports, and client communications.
  - b) Development of data request for drawings, studies, flow data, power usage data, and other information as identified as necessary for the design project.
2. Process design services to include:
  - a) Conduct a project kick-off meeting to review concept design, confirm previous data, finalize schedule, and discuss any additional information needs.
  - b) Prepare 30% design documents to include:
    - i. Current conditions plan, demolition plan, proposed equipment layout, piping connections, electrical one-line.
    - ii. Specification table of contents.
    - iii. 30% opinion of probable construction cost.

- c) Review 30% design with CLIENT and address comments and questions.
  - d) Prepare 100% sealed design documents to include:
    - i. Final plans and specifications.
    - ii. 100% updated opinion of probable construction cost.
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  - b) Produce dimensioned equipment foundation plans, details, and slab on grade.
  - c) Provide miscellaneous supports for equipment.
  - d) The existing structure is assumed to be designed properly for the intended use.
4. Electrical design services to include:
- a) Design shall include demolition plan, power and controls for new polymer equipment and instrumentation. One-line diagram and control panel schedules will be developed.
  - b) Design interface to existing SCADA system.
  - c) Design SCADA and I/O connections.
5. Bidding services to include:
- a) Prepare the advertisement for bids and post to Drexel; address bidder questions; and issue addenda as needed.
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  - b) Review shop drawings for systems and elements designed by PEC and its subconsultants. Review period will be ten (10) business days after received by PEC office unless other terms are agreed to by PEC and CLIENT.
  - c) Respond to RFIs generated by the contracting team. Response will be provided within seven calendar (7) days after received by PEC office unless other terms are agreed to by PEC and CLIENT.
  - d) Review and process contractor’s submittals, shop drawings, and material test certifications for compliance with the drawings and specifications.

- e) Review contractors pay applications and provide to CLIENT for approval and processing.
- f) Prepare change orders covering modifications or revisions, as needed.
- g) Attendance at up to two (2) progress meetings as coordinated by the contractor. Contractor shall schedule meetings and issue minutes to all attendees.
- h) Coordination of final inspection with KDHE.
- i) Coordinate and participate in final walkthrough of project.
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**E. Additional Responsibilities of CLIENT:**

The CLIENT agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

- 1. Drawings, studies, reports, utility data and other information as requested and available pertaining to the existing buildings, site, equipment, and processes.
- 2. Timely reviews of reports, design submittals, or other project documentation.
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- 5. Establish and pay for a testing and inspection plan that includes all code-mandated special structural inspections to be performed.

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The following services can be provided by PEC at an additional cost by Supplemental Agreement:

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- 2. Plan revisions, as necessary, to reduce the cost of construction after issuance of construction documents (typically referred to as "value engineering or "VE").
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The following shall be specifically excluded from the Scope of Services to be provided by PEC.

- 1. Additional services not included in the above scope of services.
- 2. Environmental site assessments.
- 3. Permit and review fees.
- 4. Funding assistance.
- 5. Detailed SCADA and Control Panel designs – work shall be completed by the project systems integrator.

**H. PEC's Fees & Reimbursables:**

1. PEC will invoice CLIENT one time per month for services rendered and Reimbursable Expenses incurred in the previous month. CLIENT agrees to pay each invoice within 30 days after receipt.
2. PEC's Fee for its Scope of Services will be on a standard hourly basis, at the rates established on the attached Rate Schedule including Reimbursable Expenses not-to-exceed **\$62,300.00**.
3. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Kristi Newland, Zoo Director  
**DATE:** February 6, 2024  
**RE:** Snow Removal Equipment Bids - Airport & Zoo - 2024

---

### **ISSUE:**

The Governing Body is asked to consider and approve the purchase of snow removal equipment for Lee Richardson Zoo and the Garden City Regional Airport from Professional Turf Products for a total cost of \$128,283.92.

### **BACKGROUND:**

Snow removal equipment for the Zoo was proposed and approved in the 2024 budget. The Zoo was preparing to send out bid documents following the formal bid/long process per the City of Garden City's Financial Management Guidelines when the Airport asked to join in as similar equipment was also approved in their budget.

The example of equipment proposed was a Ventrac SSV or similar model with a 38" broom, blade, and snow blower attachments. This will supplement current snow removal equipment at the Zoo (skid steer, tractor, Polaris, shovels, snow blower). The skid steer and tractor can only be used on the roads. The Polaris (with a blade) will only fit down straight sidewalks that are 6 feet or wider. The snow blower currently at the Zoo will not move snow if it has much moisture content. With the current equipment, Zoo staff often end up removing 70% of the snow on the walkways manually.

The proposed purchase will increase efficiency by cutting the time it takes Zoo staff to clear sidewalks in half and reduce the chances of time off related to back injuries by reducing the need to manually shovel the snow or walk behind a snow blower for six to eight hours. This equipment can also be used on the decorative brick areas which in the past had to be cleared by hand shoveling to avoid chipping and scratching the brick. It will fit anywhere in the Zoo. The broom, blade, and snow blower attachments ensure that no matter the snow conditions, staff will be able to remove it effectively.

The Airport has similar issues when it comes to clearing sidewalks and brick areas.

One bid was received from Professional Turf Products with a cost of \$41,094.64 per unit. The bid meets all requirements and falls within budgeted funds.

### **ALTERNATIVES:**

1. The Governing Body can approve the purchase of the snow removal equipment proposed from Professional Turf Products for a total cost of \$128,283.92 (2 units for the Zoo and 1 unit for the Airport at a cost of \$41,094.64 per unit).



2. The Governing Body can deny the purchase of the snow removal equipment proposed.

**RECOMMENDATION:**

Staff recommends the approval of the purchase of the snow removal equipment proposed.

**FISCAL NOTE:**

The Zoo has approved funds in GL 10033103-6520 Zoo Maintenance New Equipment-Other to purchase two units (\$82,189.28). The Airport has approved funds in GL 56161100-6520 Airport New Equipment-Other to purchase on unit (\$41,094.64).

**ATTACHMENTS:**

Description	Upload Date	Type
bid - Professional Turf Products - snow removal equipment	1/31/2024	Backup Material
bid tabulation - snow removal equipment	1/31/2024	Backup Material
invitation to bid - snow removal equipment	1/31/2024	Backup Material

**From:** Derek Harrison <harrisond@proturf.com>  
**Sent:** Friday, January 12, 2024 10:17 AM  
**To:** Jakob Stegman <Jakob.Stegman@gardencityks.us>  
**Subject:** RE: bid

Attached is the bid sheet you requested.

Let me know if you have any questions and thank you for the opportunity to quote!

Derek Harrison  
316-250-2902

**From:** Jakob Stegman <[Jakob.Stegman@gardencityks.us](mailto:Jakob.Stegman@gardencityks.us)>  
**Sent:** Monday, January 8, 2024 7:39 AM  
**To:** Derek Harrison <[harrisond@proturf.com](mailto:harrisond@proturf.com)>  
**Subject:** bid

**Think Before You Click**  
**This email originated outside our organization**

You don't often get email from [jakob.stegman@gardencityks.us](mailto:jakob.stegman@gardencityks.us). [Learn why this is important](#)

Hello,

I've attached the bid information for the snow equipment, I know we've already gotten quotes to get an idea on the price but this is kind of the next step and I wanted to make sure that you were included.

Thankyou,



---

**Derek Harrison** | Account Executive - Golf & Grounds  
Professional Turf Products LP | Sales  
10935 Eicher Dr Lenexa, KS 66219  
817-785-1900 | [www.proturf.com](http://www.proturf.com)

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**BID SPECIFICATIONS****COMPLY****MODEL:****YES****NO**

Yr. 2024, Ventrac SSV Model 2120M or Equivalent

X**GENERAL SERVICE:**

Strobe light

X

Overall machine width less than 48"

X

Hour meter, fuel level displays

X

Turning radius of 0

X

Heated hand grips

X

Front, &amp; rear work lights

X

Parking Brake

X**ENGINE:**

23 HP Gas Engine

X**ATTACHMENT:**

Snow Blower

X

Sidewalk Snow Broom

X

Snow Blade

X

20-Gal Brine system with spray wand

X

Drop Spreader

X**WARRANTY:**

2 Year or unlimited Hour limited Warranty

X

**BID QUOTATION FORM:**GENERAL COST: **Snow Removal Equipment**Make/Model: Ventrac SSV Model 2120M

	<b>TAX EXEMPT</b>
Gross List Price	\$ 43,149.37
Less Government Discount	\$ 2,054.73
Less Discount for Previous Use	\$ N/A
Plus Tax	\$ N/A
Net City Cost	\$ 41,094.64
Quantity	3
Subtotal:	\$
Less Trade-In	\$ N/A
<b>TOTAL COST:</b>	\$ 123,283.92

Delivery time in weeks from date of order being placed. 3-4 weeks.

The successful Bidder agrees to guarantee the design, material, and workmanship of the unit bid upon per the current factory warranty, and to replace free of any charge F.O.B. delivery point, any parts that fail to meet this guarantee. Any part or assembly of parts failing due to design, material or workmanship within the warranty period must be replaced by the Bidder free of charge, to the City of Garden City, Kansas, and any labor involved in these failures must be furnished or paid for by the Bidder for the warranty period. The dealer shall furnish a properly executed service and warranty policy upon delivery of the unit.

Inspection of the unit will be made as soon as possible. Unit with missing equipment or otherwise failing to meet or comply with specifications will not be accepted and will become the vendor's responsibility.

Bid submitted on 8th day of January, 2024.  
day month year

Bid submitted by: \_\_\_\_\_  
signature  
Professional Turf Products  
company

**REMINDER:** Bid opening to be **3:00 p.m., Thursday, January 25, 2024**, Lee Richardson Zoo, Finnup Center for Conservation Education, 312 Finnup Drive, Garden City, KS.

## This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no text or other markings on the paper.



# CITY OF GARDEN CITY

## Snow Removal Equipment

Bid Tabulation Sheet

Date & Time: January 25, 2024 @ 3 p.m.  
Equipment: Three (3) Snow Removal Equipment  
Location: Finnup Center for Conservation Education (Zoo)

DEPT.

BUDGET

ZOO  
AIRPORT  
TOTAL

\$83,000 for 2  
\$41,500.00  
\$124,500.00 for 3

BIDDERS	LIST PRICE	GOV'T DISCOUNT	NET CITY COST	DELIVERY TIME	EXCEPTIONS & COMMENTS
Professional Turf Products LP	\$43,149.37 per unit	\$2,054.73 per unit	<b>\$41,094.64</b> per unit <b>\$123,283.92 for 3</b>	3-4 weeks	None



Invitation to Bid

Minimum Specifications and Process  
Snow Removal Equipment  
2024 Model & Current Production

LEE RICHARDSON ZOO  
GARDEN CITY REGIONAL AIRPORT  
2024

Matt Allen, City Manager  
Kristi Newland, Zoo Director  
Jakob Stegman, Zoo Facilities Supervisor  
Rachelle Powell, Director of Aviation

## **INSTRUCTIONS TO BIDDERS**

1. Address bids to City of Garden City, Lee Richardson Zoo, 312 Finnup Drive, Garden City, Kansas 67846. Bids must be received **on or before 3:00 p.m., Thursday, January 25, 2024.** Mark on the outside of the envelope: **Snow Removal Equipment.** Electronic bids will also be accepted via email addressed to: **Jakob.stegman@gardencityks.us**
2. Bids will be opened publicly by the Zoo Director or her official representative at the Finnup Center for Conservation Education. Electronic bids will also be opened at this time.
3. All bids must be submitted prior to bid opening time to qualify. No late bids will be opened.
4. No bid award will be made at the time of the opening. The successful bidder will be contacted immediately following bid approval by the Governing Body of the City of Garden City, Kansas. Bidders may contact the Lee Richardson Zoo at 620-276-1250 to find out the results of the bid award.
5. The City of Garden City reserves the right to reject any and all bids, reserves all rights granted by law, reserves the right to waive formalities and to take such action as it deems necessary in the best interest of the City of Garden City.
6. The City of Garden City operates on an equal opportunity basis in its bidding policy. Bidding is open to all interested parties, in compliance with national, state, and local laws.
7. A responsible officer or employee of the company must sign all bids. Obligations assumed by such signature must be fulfilled.
8. Time of delivery is a part of the consideration and must be stated.
9. The successful bidder shall be responsible for the delivery of the equipment to the City of Garden City, Lee Richardson Zoo, 312 Finnup Drive, Garden City, Kansas.
10. The City is exempt from applicable state and local tax, unless otherwise stated on the bid quotation form.
11. All bids are to be F.O.B. Garden City, Kansas, unless otherwise stated.
12. All bids must meet the MINIMUM SPECIFICATIONS. Any bid which fails to do so will be subject to rejection.
13. Please resolve any questions which you may have regarding the Minimum Specifications, bid requirements, etc. before the bid opening. Direct questions to Jakob Stegman, Lee Richardson Zoo Facility Manager, (620-276-1250)
14. If a bidder is not able to meet an item as specified and he elects to delete it or substitute with another item, it must be clearly set forth in the bid, along with the itemized cost of each such change. The exception must be designated as such by marking "EXC." before the cost. An explanation of the exception should also be given on an attached sheet with the bid.
15. The successful bidder must furnish, at the time of delivery, a copy of the factory invoice listing required accessories and will furnish, at time of delivery, a certificate attesting that all specifications are included in or on the delivered unit as bid. Said certificate form will be furnished to the City prior to delivery of the unit.
16. Any item which is set forth in the itemized specifications that is standard equipment on the unit

and included in the unit base price should be indicated as such by marking "standard or "N/C" -- no charge.

**CONDITIONS:**

1. Unit requested under these specifications shall be an unused standard production model of the latest design in current production, priced delivered, installed, and set-up ready for service to the City of Garden City, Kansas.  
The completed unit must be certified by the vendor to meet all applicable Federal and State requirements including, but not limited to, ANSI, OSHA, and DOT.  
Date of delivery of the specified model will be considered in determining the best bidder.
2. Materials shall be of good commercial quality for the intended service and shall be produced by use of current manufacturing processes. Material shall be treated to resist rust, corrosion and wear. The design of the mechanical members shall be such that the stress imposed through normal shock loads at maximum torque shall not cause rupture or permanent deformation or undue wear on any member.
3. The bidder shall satisfy the purchasing official that they maintain a store or branch staffed with qualified servicemen and with provisions for securing parts from the manufacturer within a reasonable length of time.
4. Bidders must submit with their bid the latest printed specifications and advertising literature on the unit they propose to furnish. Bidder shall supply one (1) parts book, and one (1) service and repair manual. Bidder agrees to conduct a training course for City operators, if needed.
5. The bidder shall be responsible for pick up and return of vehicle to the City of Garden City, Kansas, Fleet Maintenance Shop for all warranty repairs.
6. The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet is labeled "Exception(s) to Bid Conditions and Specifications," and shall be attached to the BID.
7. Awards will be made to the best lowest responsible bidder, taking into consideration net total pricing after applying any discounts within the parameters described herein. The quality of the articles to be supplied, their conformity with the specifications, their suitability to requirements, delivery terms and guarantee clauses shall all be taken into consideration.
8. Notwithstanding any reference in the specifications to any article, device, product or material by name or make, such references shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition; and the bidder may at his option, quote equipment which is considered equal to that specified.
9. The purchaser reserves the right to reject any or all bids, to waive any informality to bids, to accept in whole or in part such bid or bids as may be deemed in the best interest of the purchaser.
10. Delivery of vehicle by delivery date specified on Bid Quotation Form is a material condition of bid. As an additional or alternative remedy, if bidder is not able to meet the delivery date and the delivery date is more than 30 days past the original delivery date stated on Bid Quotation Form, the City of Garden City shall have the option to rescind acceptance of this bid and any purchase contract.

---

**BID SPECIFICATIONS****COMPLY****MODEL:****YES****NO**

Yr. 2024, Ventrac SSV Model 2120M or Equivalent

\_\_\_\_\_

\_\_\_\_\_

**GENERAL SERVICE:**

Strobe light

\_\_\_\_\_

\_\_\_\_\_

Overall machine width less than 48"

\_\_\_\_\_

\_\_\_\_\_

Hour meter, fuel level displays

\_\_\_\_\_

\_\_\_\_\_

Turning radius of 0

\_\_\_\_\_

\_\_\_\_\_

Heated hand grips

\_\_\_\_\_

\_\_\_\_\_

Front, &amp; rear work lights

\_\_\_\_\_

\_\_\_\_\_

Parking Brake

\_\_\_\_\_

\_\_\_\_\_

**ENGINE:**

23 HP Gas Engine

\_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT:**

Snow Blower

\_\_\_\_\_

\_\_\_\_\_

Sidewalk Snow Broom

\_\_\_\_\_

\_\_\_\_\_

Snow Blade

\_\_\_\_\_

\_\_\_\_\_

20-Gal Brine system with spray wand

\_\_\_\_\_

\_\_\_\_\_

Drop Spreader

\_\_\_\_\_

\_\_\_\_\_

**WARRANTY:**

2 Year or unlimited Hour limited Warranty

\_\_\_\_\_

\_\_\_\_\_



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**BID QUOTATION FORM:**GENERAL COST: **Snow Removal Equipment**

Make/Model: \_\_\_\_\_

	<b>TAX EXEMPT</b>
Gross List Price	\$ _____
Less Government Discount	\$ _____
Less Discount for Previous Use	\$ <b>N/A</b>
Plus Tax	\$ <b>N/A</b>
Net City Cost	\$ _____
Quantity	<b>3</b>
Subtotal:	\$ _____
<b>Less Trade-In</b>	\$ <b>N/A</b>
<b>TOTAL COST:</b>	\$ _____

Delivery time in weeks from date of order being placed. \_\_\_\_\_ weeks.

The successful Bidder agrees to guarantee the design, material, and workmanship of the unit bid upon per the current factory warranty, and to replace free of any charge F.O.B. delivery point, any parts that fail to meet this guarantee. Any part or assembly of parts failing due to design, material or workmanship within the warranty period must be replaced by the Bidder free of charge, to the City of Garden City, Kansas, and any labor involved in these failures must be furnished or paid for by the Bidder for the warranty period. The dealer shall furnish a properly executed service and warranty policy upon delivery of the unit.

Inspection of the unit will be made as soon as possible. Unit with missing equipment or otherwise failing to meet or comply with specifications will not be accepted and will become the vendor's responsibility.

Bid submitted on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
day month year

Bid submitted by: \_\_\_\_\_  
signature

\_\_\_\_\_  
company

**REMINDER:** Bid opening to be **3:00 p.m., Thursday, January 25, 2024**, Lee Richardson Zoo, Finnup Center for Conservation Education, 312 Finnup Drive, Garden City, KS.

**EXCEPTION(S) TO BID CONDITION AND SPECIFICATIONS:**

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## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Trent Maxwell, Neighborhood & Development Services Director  
**DATE:** February 6, 2024  
**RE:** New and Renewed Contractor Licenses for February 06, 2024.

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### **ISSUE:**

The Governing Body is asked to consider and approve the contractor licenses for February 06, 2024.

### **BACKGROUND:**

Attached is the list of contractors who have applied for a new contractor license or license renewal from Neighborhood & Development Services. All of the contractors on the list have completed the requirements necessary to obtain their contractor license for 2024.

### **ALTERNATIVES:**

1. The Governing Body may approve the contractor licenses as presented.
2. The Governing Body may not approve the contractor licenses.

### **RECOMMENDATION:**

Staff recommends the Governing Body approve.

### **FISCAL NOTE:**

None.

### **ATTACHMENTS:**

Description	Upload Date	Type
Contractor License February 06, 2024	1/31/2024	Backup Material

**CONTRACTOR LICENSE AGENDA**  
**February 06, 2024**

**2023 NEW**

**CLASS A GENERAL CONTRACTOR**

H.J. Martin & Son, Inc.  
Infinity Roofing & Remodeling LLC

**CLASS B BUILDING CONTRACTOR**

JP Roofing & Construction

**CLASS D-E ELECTRIC CONTRACTOR**

Anzco Industrial LLC

**2024 RENEWAL**

**CLASS A GENERAL CONTRACTOR**

Christian Brothers Construction  
Harmon Construction  
Henry Better Homes LLC  
Hutton Corporation  
Lee Construction, Inc.  
Madrid Construction & Design  
McCowngordon Construction, LLC  
OCM Builders, LLC  
RDZ Construction LLC

**CLASS B BUILDING CONTRACTOR**

AK Roofing & Construction, LLC  
American Warrior Construction, Inc.  
Amos Construction, Inc.  
Benitez General Construction  
Hitz Builders, Inc.  
Johnson Septic Tank Service & Plumbing LLC  
Prairie Winds Construction, Inc.  
Stucky Builders LLC  
White's Roofing, LLC

**CLASS C RESIDENTIAL CONTRACTOR**

Cardinal Contracting



**CLASS D-E ELECTRIC CONTRACTOR**

Decker Electric  
J&T Electric LLC  
M&H Electric  
Naab Electric, Inc.  
Wallace Electric, LLC  
Weber Refrigeration & Heating Inc.

**CLASS D-M MECHANICAL CONTRACTOR**

American Boiler Services, Inc.  
H.I. Home Comfort  
HECO Heating & Cooling LLC

**CLASS D-P PLUMBING WITH GAS CONTRACTOR**

Benitez General Construction  
HECO Heating & Cooling LLC  
Johnson Septic Tank Service & Plumbing LLC  
Weber Refrigeration & Heating Inc.

**CLASS D-R COMMERCIAL ROOFING CONTRACTOR**

Superior Roofing  
Weathercraft Co. of Garden City

**CLASS E-F FIRE SPRINKER & PROTECTION CONTRACTOR**

Heartland Fire Sprinklers

**CLASS E-SOC SPECIALIZED OTHER CONTRACTOR**

Bark & Blade LLC (Arborist)  
B-J Concrete LLC (Flatwork)  
Borden Masonry (Masonry)  
CM Concrete & Construction (Flatwork)  
Lozcam Construction (Fencing)  
Lozcam Construction (Flatwork)  
Lozcam Construction (Framing)  
M&A Concrete (Flatwork)  
Visual Signs (Sign Installer)



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Kori Longoria, Deputy City Clerk  
**DATE:** February 6, 2024  
**RE:** 2024 CMB License Renewal

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### **ISSUE:**

The Governing Body is asked to consider and approve the 2024 Cereal Malt Beverage License Renewals.

### **BACKGROUND:**

Attached is a list of businesses applying for a 2024 Cereal Malt Beverage License. All the businesses on this list have completed the requirements necessary to obtain their license.

### **ALTERNATIVES:**

1. The Governing Body may approve the licenses as presented.
2. The Governing Body may deny the licenses.

### **RECOMMENDATION:**

Staff recommends the Governing Body approve the licenses as presented.

### **FISCAL NOTE:**

Fees for an On Premise Cereal Malt Beverage license is \$125. Fees for an Off Premise Cereal Malt Beverage license is \$75.

### **ATTACHMENTS:**

Description	Upload Date	Type
License Agenda	1/18/2024	Backup Material

## **License Agenda**

**February 6, 2024**

### **2024 CMB License**

**Selam East Africa Restaurant**



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Courtney E. Prewitt, Chief of Police  
**DATE:** February 6, 2024  
**RE:** Public Safety Advisory Board - November 2023 Minutes

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**ISSUE:**

Presentation of the minutes from the Public Safety Advisory Board meeting held on November 21, 2023.

**BACKGROUND:**

Attached are the minutes from the Public Safety Advisory Board meeting held on November 21, 2023.

**ALTERNATIVES:**

None.

**RECOMMENDATION:**

None.

**FISCAL NOTE:**

None.

**ATTACHMENTS:**

Description	Upload Date	Type
Public Safety Advisory Minutes - November 2023	1/17/2024	Backup Material



## **Public Safety Advisory Board**

**November 21, 2023**

**5:30 p.m. – 6:07 p.m.**

**Present:** Darla Samy, Amber Withington, Donna Gershner, Sonja Taylor, Rita Shumate, Mellaina Johnson, Carmen De La Torre, Kris Smith, Mariah Carrillo

**Staff:** Chief Prewitt, Captain Ochs, Erinn Reyes, Chief Irsik, Erin Stillwagon, Lieutenant Gonzalez, Firefighter II Donovan

**Absent:** Alex Marnoni, Atim Amy Longa, Father Cameron Randle

**Meeting:** The meeting commenced at 5:30 p.m. Minutes from the meeting on October 17, 2023, were reviewed and approved.

### **I. Report From the Chief**

#### **FIRE DEPARTMENT**

In the month of October, GCFD personnel installed 30 smoke detectors and 9 carbon monoxide detectors.

GCFD personnel were proud to attend the Real Men Real Leaders First Responder Luncheon on October 23rd, the Heroes Breakfast at Jennie Barker on October 25th, and the First Responder Breakfast at Edith Scheuerman on October 27th.

In addition to participating in Boo! at the Zoo and hosting Trick-or-Treating at Station 2, personnel participated in 14 Halloween events in the community in October.

Personnel attended five different specialized trainings this month: FFII Wilson completed HazMat Tech, FFI Rivas went to ICT Hot, FFI Ludowese attended Fire Investigator training, LT Freeman completed an advanced Wildland training. GCFD also completed HazMat training with Holcomb Fire Department on October 24, 2023, and hosted a live burn with volunteers on November 4, 2023.

Firefighter I's Carpenter, Haynes, Thiessen, Petersen, and Recruits Hill and Urteaga completed their three-week fire academy, graduating on November 1, 2023. As part of the academy, the group completed a four hour live burn with each shift.

Chiefs Irsik, Smith, McEntee, and Fire Marshal Robertson attended the KSFA Chiefs Conference in Manhattan November 2-4, 2023.

GCFD personnel participated in Exploration Day at GCCC on November 8, 2023.

On-duty crews assisted GCPD with the Veterans Day parade on November 11. Additionally, personnel assisted with organizing the Veterans Day fireworks show.

Training Chief Smith facilitated an Infant/Pediatric CPR class for new parents at ABC Pregnancy on November 14, 2023.

All shifts will be doing hands-on training with Garden City Western Railway over extrication from engines in November.

Chief Irsik will provide updates on Station #3 and the 2024 AFG grant.

The unfilled positions at the Garden City Fire Department are as follows:

1 – Firefighter (Non-Sales Tax)

### **POLICE DEPARTMENT**

The GCPD's "No Shave November" campaign has kicked off, which raises money for the Police Employees Mutual Fund.

GCPD personnel attended the Garden City Community College Exploration Day on November 8, 2023.

The GCPD provided traffic control for the Veterans Day Parade and community fireworks show on November 11, 2023.

The 2023 Student Police Academy graduation was held on November 11, 2023, with 19 students completing and graduating from the program.

Compass Behavioral Health and the VFW hosted luncheons for first responders this month.

The GCPD Promotional Ceremony took place on November 13, 2023, with the following promotions:

- Sergeant Andrew Roush promoted to the rank of Lieutenant
- Corporal Emma Burback and Training Coordinator Gary Kuenstler promoted to the rank of Sergeant
- Senior Master Patrol Officer Josh Doull promoted to the rank of Corporal

Officer Jarrod Rosenstock transferred to the assignment of Training Coordinator on November 12, 2023.

Officer Julian Garcia will be assigned as a K-9 Officer by the end of the year.

Officers Adrian DeLeon and Khamde Pak recently completed their field training program and are operating as solo officers.

Allyson Rosenstock began employment with the department as a Records Clerk on October 30, 2023.

Cheri Hoppenstedt began employment with the department as a Communicator on October 30, 2023.

Maria Peregrino began employment with the department as a Communicator on November 20, 2023.

The unfilled positions at the Garden City Police Department are as follows:

6 – Patrol / 4 – Communicator / 1 – Evidence Technician / 1 – Police Service Aide

The number of GCPD personnel completing training are as follows:

4 – Patrol

Chief Prewitt provided an update on the mobile command post.



The PSAB selection process for Chairman and Vice-Chairman was visited. The board elected Donna Gershner as the new Chairperson and Kris Smith as the new Vice-Chairperson.

### **Report From Board Members and Guests**

Kris Smith inquired about cold weather shelters for the homeless population.

Rita Shumate asked about Run-Hide-Fight (active shooter) response philosophy and future training opportunities.

Mellaina Johnson thanked Chief Prewitt and City staff for recently providing Echelon Front leadership training to Kenneth Henderson Middle School personnel.

## **II. Adjournment**

The December PSAB meeting will be held on December 19, 2023, at 5:30 p.m.

Following adjournment, the GCFD provided a demonstration of the Fire Science Tower to the advisory board.