



**AGENDA  
CITY COMMISSION MEETING  
Tuesday, March 5, 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 at the construction site for the Sports of the World STAR Bond project for a tour and presentation by the project developers. 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. February 20, 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 approve event requests from Plymell Elementary School students for the 2024 Plymell Legacy Mile. These requests include a waiver of fees associated with the closure of public vehicle access to Lee Richardson Zoo from 8:00 a.m. - 11:00 a.m.

B. The Governing Body is asked to consider and approve a request from Vickie Harshbarger, Mosaic, to allow the Mayor to proclaim March 2024 as Intellectual and Development Disabilities Awareness month in Garden City, Kansas.

C. The Governing Body is asked to consider and allow the Mayor to proclaim March 15, 2024 as Ernesto Ferrel Day in Garden City, Kansas.

D. The Governing Body is asked to consider and approve a request from Allen Bowles with AllTex Gun Show to waive the sign ordinance and right-of-way restrictions and to have signs placed at eight privately owned businesses from April 22-29, 2024. The event is April 27-28, 2024.

## **VII. REPORT OF THE CITY MANAGER**

- A. Congratulations to Carniceria Garcia on the occasion of receiving funds from Kansas Creatives Art Industries Commission (KCAIC), Downtown Vision and Garden City Arts for a mural at 622 N. 8th Street.
- B. Presentation of the third round awardees of Moderate Income Housing (MIH) and Kansas Housing Investor Tax Credit (KHITC) for 2023 from the Kansas Housing Resource Corporation (KHRC).
- C. Presentation of an update related to the Law Enforcement Center remodel.
- D. Presentation of the current status of the Neighborhood & Development Services interlocal agreement.
- E. Presentation of the January 2024 report from the Garden City Regional Airport.
- F. Presentation of the February 2024 Monthly Sales Tax Reports from Service and Finance.
- G. The City has received correspondence from Cox Communications regarding channel line-up changes.

## **VIII. MEETINGS OF NOTE**

- March 5, 2024 - Jobs Showcase for Local Government at the Finney County Exhibition Building from 10:00 a.m. to 2:00 p.m.
- March 8, 2024 - Governing Body Goal Setting Retreat at the Finnup Center from 8:30 a.m. - 5:00 p.m.
- March 16, 2024 - Garden City Area Chamber of Commerce Legislative Coffee at the Beth Tedrow Center from 10:00 a.m. - 11:30 a.m.
- March 21, 2024 - Citizens Academy Session One - City Manager's Office, City Clerk, and Service and Finance at the City Administrative Center from 5:30 p.m. to 8:30 p.m.
- March 28, 2024 - Citizens Academy Session Two - Buffalo Dunes, Recreation Center, O'Brate Gymnastics Center at Garden City Recreation from 5:30 p.m. to 8:30 p.m.
- April 11, 2024 - Garden City Area Chamber of Commerce Awards Banquet & Annual Meeting at Garden City Community College, Dennis Perryman Complex

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

- A. Appropriation Ordinance No. 2598-2024A

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

- A. 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 (207 W. Olive Street - Chairs, dressers, a vanity, boxes, a dryer, a washer, wood furniture, a workout machine, misc. wood items, and other misc. debris scattered throughout the property).

- B. 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 (509 Jenny Avenue - Red Vehicle).

- C. 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 (1510 N. 13th Street – White Vehicle).

## **XI. OLD BUSINESS**

- A. The Governing Body is asked to consider and approve the bid alternatives from Lee Construction for restroom facilities and a pavilion at Southeast Park.

## **XII. NEW BUSINESS**

- A. The Governing Body is asked to consider and approve the Mayor to sign the Certificate to the Director of Accounts and Reports, Kansas Department of Revenue, Regarding Sales Tax Revenue Reduction Due to Changes in State Sales Tax for Food and Food Ingredients.
- B. The Governing Body is asked to consider and approve an Infrastructure Improvement Agreement with Maverik, Inc. for work to be done on East Mary Street.
- C. The Governing Body is asked to consider and approve the distribution of the 1st portion of the \$50,000 of the AFAC funds as recommended by staff.
- D. The Governing Body is asked to consider and approve the distribution of the 2nd portion of the \$50,000 of the AFAC funds as recommended by the LiveWell Finney County Board.
- E. The Governing Body is asked to consider and approve re-appointing Chris Law to a three-year term on the Sales Tax Oversight Board.
- F. The Governing Body is asked to consider and approve appointments to the Art Grant Committee.
- G. Staff requests Governing Body consideration of an Executive Session pursuant to K.S.A. 75-4319(b)(2) pertaining to consultation with an attorney for the body or agency which would be deemed privileged in the attorney-client relationship.
- H. **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 Task Order for Engineering Services for the Construction on Kansas Avenue between 3rd Street and Belmont Place for \$298,924.51.
2. The Governing Body is asked to consider and approve awarding a street striping contract to Cillessen & Sons for \$107,901.40 for the striping of Kansas Avenue, Buffalo Jones Avenue, and Mary Street.
3. The Governing Body is asked to consider and approve the contractor licenses for March 05, 2024.

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

A. Commissioner Nguyen

B. Mayor Ortiz

C. Commissioner Unruh

D. Commissioner Cessna

E. Commission Landgraf

### **XIV. OTHER ENTITIES**

Presentation of the January 18, 2024, Holcomb-Garden City-Finney County Area Planning Commission Minutes.

### **XV. ADJOURN**



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Kori Longoria, Deputy City Clerk  
**DATE:** March 5, 2024  
**RE:** 02-20-2024 Commission Meeting minutes

---

### **ISSUE:**

February 20, 2024 Commission Meeting minutes

### **ATTACHMENTS:**

Description	Upload Date	Type
02-20-2024 City Commission Meeting Minutes	2/29/2024	Backup Material

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

City of Garden City

February 20, 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, February 20, 2024.

All members were present except Mayor Ortiz and Commissioner Cessna. Commissioner Landgraf opened the meeting with the Pledge of Allegiance and Invocation.

## **Approval of Minutes**

The February 6, 2024 Commission Meeting minutes were approved as presented.

## **Public Comment**

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

The Governing Body considered and approved allowing the Mayor to proclaim February 20-27, 2024 as Garden City High School Unified Bowling Championship Week.

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

Ayes: Landgraf, Nguyen, Unruh

Absent: Cessna, Ortiz

The Governing Body considered and approved allowing the Mayor to proclaim March 1, 2024 as Read Across America Day in Garden City, Kansas.

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

Ayes: Landgraf, Nguyen, Unruh

Absent: Cessna, Ortiz

## **Report of the City Manager**

City Manager Allen provided an update on the approval of the Moderate Income Housing application for the Sligo Station Project to receive tax credits.

Finance Director Kuhlmann provided an update on the utility billing software change.

Communications Manager Lopez provided information on the 2024 Citizens Academy program.

Presentation of the 2023 annual report from the Garden City Regional Airport.

Presentation of the January 2024 Activity Reports from the Garden City Fire Department.

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

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

Presentation of the January 2024 monthly staff report from Lee Richardson Zoo

### **Meetings of Note**

- February 17, 2024 - Garden City Area Chamber of Commerce Legislative Coffee at the Beth Tedrow Center from 10:00 a.m. - 11:30 a.m.
- February 18, 2024 - Vietnamese New Year Celebration at Garden City High School at 1:00 p.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 5, 2024 - Jobs Showcase for Local Government at the Finney County Exhibition Building from 10:00 a.m. to 2:00 p.m.
- March 8, 2024 - Governing Body Goal Setting Retreat at the Finnup Center from 8:30 a.m. - 5:00 p.m.
- March 16, 2024 - Garden City Area Chamber of Commerce Legislative Coffee at the Beth Tedrow Center from 10:00 a.m. - 11:30 a.m.
- March 21, 2024 - Citizens Academy Session One - City Manager's Office, City Clerk, and Service and Finance at the City Administrative Center from 5:30 p.m. to 8:30 p.m.

### **Consideration of Appropriation Ordinance**

Appropriation Ordinance No. 2597-2024A, "an appropriation ordinance making certain appropriations for certain claims in the amount of \$1,854,364.85", was read and considered section by section.

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

Ayes: Landgraf, Nguyen, Unruh

Absent: Cessna, Ortiz

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

The Governing Body considered and approved a resolution regarding the City's "Responding to a Financial Emergency" plan.

1. Resolution No. 3099 - 2024, a resolution declaring that a financial emergency does not exist for the City of Garden City, Kansas.

Commissioner Unruh moved to approve. Commissioner Landgraf seconded the motion. The vote

was taken by yeas and nays and recorded as follows:

Ayes: Landgraf, Nguyen, Unruh

Absent: Cessna, Ortiz

The Governing Body considered and approved an ordinance annexing real property located behind the lots along the 3200 block of N. 8th Street and the north edge of the irrigation ditch in City boundaries.

1. Ordinance No. 2976 - 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.

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

Ayes: Landgraf, Nguyen, Unruh

Absent: Cessna, Ortiz

The Governing Body considered and approved a resolution establishing April 2, 2024 at 1:15 p.m. for a public hearing regarding the Reinvestment Housing Incentive District for Hunters Glen Phase Three-A.

1. Resolution No. 3100 - 2024, A resolution of the Governing Body of the City of Garden City, Kansas determining that the City is considering the designation of Hunters Glen Phase Three-A as a Reinvestment Incentive District and is considering the adoption of a plan for the development of housing and public facilities in such proposed district; 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: Landgraf, Nguyen, Unruh

Absent: Cessna, Ortiz

The Governing Body considered and approved a resolution establishing April 2, 2024 at 1:30 p.m. for a public hearing regarding the Reinvestment Housing Incentive District for Hunters Glen Phase Three-B.

1. Resolution No. 3101 - 2024, A resolution of the Governing Body of the City of Garden City, Kansas determining that the City is considering the designation of Hunters Glen Phase Three-B as a Reinvestment Incentive District and is considering the adoption of a plan for the development of housing and public facilities in such proposed district; establishing the date and time of a public hearing on such matter and providing for the giving of notice of such public hearing.

Commissioner Landgraf moved to approve. Commissioner Unruh seconded the motion. The vote

was taken by yeas and nays and recorded as follows:

Ayes: Landgraf, Nguyen, Unruh

Absent: Cessna, Ortiz

The Governing Body considered and approved an Environmental Nuisance Resolution.

1. Resolution No. 3102 - 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 (609 E. Chestnut Street - Dressers, containers, stove, water heater, pallets, branches, and a mattress scattered throughout the yard).

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

Ayes: Landgraf, Nguyen, Unruh

Absent: Cessna, Ortiz

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

1. Resolution No. 3103 - 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 (905 N. 4th Street - White vehicle and a Blue vehicle).

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

Ayes: Landgraf, Nguyen, Unruh

Absent: Cessna, Ortiz

### **New Business**

The Governing Body considered and approved Task Order Number 6 between the City of Garden City and HNTB for professional services for the procurement of Snow Removal Equipment (SRE) and an Aircraft Rescue and Fire Fighting (ARFF) vehicle at the Garden City Regional Airport in the amount of \$19,491.16.

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

Ayes: Landgraf, Nguyen, Unruh

Absent: Cessna, Ortiz

The Governing Body considered and approved an Extension of Term of Effluent Water Agreements and Agreement with Respect to Due Diligence for Asset Purchase Agreement between

the City of Garden City and Wheatland Electric Cooperative, Inc. (WECI).

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

Ayes: Landgraf, Nguyen, Unruh

Absent: Cessna, Ortiz

The Governing Body considered and approved the bid from Lee Construction for \$869,900 on Phase IV of the Southeast Park Project.

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

Ayes: Landgraf, Nguyen, Unruh

Absent: Cessna, Ortiz

The Governing Body considered and approved a proposal from Rezatec Global, Inc. for a Surface Deformation and Pipeline Leak Risk Study of the City water distribution system.

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

Ayes: Landgraf, Nguyen, Unruh

Absent: Cessna, Ortiz

The Governing Body considered and approved the distribution of Community Grant Funds as recommended by the Community Health Advisory Board (CHAB).

<b>Agency</b>	<b>Amount Requested</b>	<b>Amount Recommended</b>
Aim to Inspire Meliorism, LLC	\$4,000.00	\$0
Family Crisis Services	\$6,000.00	\$5,700.00
Faith's Friends	\$4,300.00	\$0
Finney County Committee on Aging, Inc.	\$10,000.00	\$5,000.00
Garden City Nets	\$2,150.00	\$0
Jana Brown & Caitlin Sotelo	\$5,000.00	\$4,500.00
Kansas Children's Service League	\$11,500.00	\$4,500.00
LHEAT	\$6,000.00	\$4,800.00
Little Leaders of GCK	\$1,300.00	\$0
Red Dog Children's Museum	\$9,000.00	\$0
Skill LLC	\$5,000.00	\$0
Tumbleweed Festival*	\$13,000.00	\$0
Western Kansas Coalition for For Responders	\$10,000.00	\$7,000.00
<b>Total</b>	<b>\$87,250.00</b>	<b>\$31,500.00</b>

Commissioner Landgraf moved to approve. Commissioner Unruh seconded the motion. The vote



was taken by yeas and nays and recorded as follows:

Ayes: Landgraf, Nguyen, Unruh

Absent: Cessna, Ortiz

The Governing Body considered and approved reappointing Chief Courtney Prewitt to serve on the 25th Judicial District Juvenile Corrections Advisory Board for a three-year term from March 2024 - February 2027.

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

Ayes: Landgraf, Nguyen, Unruh

Absent: Cessna, Ortiz

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

### ***Consent Agenda***

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

Ayes: Landgraf, Nguyen, Unruh

Absent: Cessna, Ortiz

The Governing Body considered and approved the Fifth Lease Amendment between the City of Garden City and Airport Raceway Corporation for lease of land located at the Garden City Regional Airport.

The Governing Body considered and approved the Equipment Use Agreement between the City of Garden City and Trego Dugan of Grand Island, Inc., for the use of the ground passenger boarding ramp located at the Garden City Regional Airport.

The Governing Body considered and approved the 2024 Office 365 license renewal.

The Governing Body considered and approved the contractor licenses for February 20, 2024.

### **Other Entities**

Presentation of the December 14, 2023 minutes from the Garden City Regional Airport Advisory Board.

Garden City Board of Zoning Appeals November 3, 2023, Minutes

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

---

Manuel F. Ortiz, Mayor

ATTEST:

---

Celyn N. Hurtado, City Clerk

**City Commission Reports**

A. Commission Landgraf thanked Water Resource Manager Jones for giving a tour of the Waste Water Treatment Plant. Commissioner Landgraf stated he enjoyed attending the Vietnamese New Year Celebration. Commissioner Landgraf congratulated the Garden City High School Unified Bowling team on their State Tournament win. Commissioner Landgraf reminded the community to register to vote for the 2024 Presidential Preference Primary Election.

B. Commissioner Nguyen thanked Water Resource Manager Jones for giving a tour of the Waste Water Treatment Plant. Commissioner Nguyen encouraged the community to register for Citizens Academy. Commissioner Nguyen stated he was honored to be recognized at the Vietnamese New Year Celebration. Commissioner Nguyen congratulated the Garden City High School Unified Bowling team on their State Tournament win.

C. Mayor Ortiz was absent.

D. Commissioner Unruh thanked Water Resource Manager Jones for giving a tour of the Waste Water Treatment Plant. Commissioner Unruh reminded the community that the pre-meetings are open to the public. Commissioner Unruh encouraged the community to register for Citizens Academy. Commissioner Unruh congratulated the Garden City High School Unified Bowling team on their State Tournament win.

E. Commissioner Cessna was absent.



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Celyn N. Hurtado, City Clerk  
**DATE:** March 5, 2024  
**RE:** 2024 Plymell Legacy Mile

---

### **ISSUE:**

The Governing Body is asked to consider and approve event requests from Plymell Elementary School students for the 2024 Plymell Legacy Mile. These requests include a waiver of fees associated with the closure of public vehicle access to Lee Richardson Zoo from 8:00 a.m. - 11:00 a.m.

### **BACKGROUND:**

These requests are consistent with what the City Commission has approved in previous years.

### **ALTERNATIVES:**

1. The Governing Body may approve the requests for the 2024 Plymell Legacy Mile.
2. The Governing may deny the requests.

### **RECOMMENDATION:**

Staff has no recommendation.

### **FISCAL NOTE:**

None.

### **ATTACHMENTS:**

Description	Upload Date	Type
Special Event Request Form	3/1/2024	Backup Material

## Celyn Hurtado

---

**From:** gardencity-noreply@enotify.visioninternet.com  
**Sent:** Friday, March 1, 2024 1:38 PM  
**To:** City Clerk  
**Subject:** Garden City: Special Event Form

A new entry to a form/survey has been submitted.

**Form Name:** Special Event Form  
**Date & Time:** 03/01/2024 1:37 PM  
**Response #:** 9  
**Submitter ID:** 20655  
**IP address:** 24.248.108.16  
**Time to complete:** 13 min. , 18 sec.

---

### Survey Details

---

#### Page 1

---

#### 1. Special Event -

**\*Permit/License Required**

**\*\* Parade Application Required**

(o) Run/Walk

#### 2. Application Date

3/1/2024

#### 3. Name of Event

Plymell's Legacy Mile

#### 4. Date of Event

4/24/2024

#### 5. Address of Event

312 E. Finnup Dr.

#### 6. Start and End Date of Event (including setup and tear down)

4/24/2024

#### 7. Purpose of Event

To do a service learning project as a school with the intention of raising money the Leave a Legacy Foundation.

#### 8. Event Coordinator

Katie Unger

**9. Address/Email**

kunger2@gckschools.com

**10. Phone Number**

6209371071

**11. Please indicate those that apply to event**

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

☒ Street Closures and/or Barricades

☒ Extra Trash Receptacles

☒ Electricity Access

**12. Additional Request and/or Remarks**

The run will take place at the Lee Richardson Zoo, we are requesting to close vehicle access from 8:00 a.m. until 11:00 a.m. We have coordinated with Kristi Newland on the route and determined it would be safest to have vehicle traffic closed until students are finished with the event. With the exception of event vehicles, which we will coordinate with the zoo.

**13. License**

Not answered

**14. KDOT Permit**

Not answered

**15. Applicant Signature**

Katie Unger

**Date**

03/01/2024

Thank you,  
**Garden City**

---

**This is an automated message generated by Granicus. Please do not reply directly to this email.**



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Celyn N. Hurtado, City Clerk  
**DATE:** March 5, 2024  
**RE:** 2024 Intellectual and Developmental Disabilities Awareness Month Proclamation

---

### **ISSUE:**

The Governing Body is asked to consider and approve a request from Vickie Harshbarger, Mosaic, to allow the Mayor to proclaim March 2024 as Intellectual and Development Disabilities Awareness month in Garden City, Kansas.

### **BACKGROUND:**

None.

### **ALTERNATIVES:**

1. The Governing Body may approve the proclamation as presented.
2. The Governing body may deny the proclamation.

### **RECOMMENDATION:**

None.

### **FISCAL NOTE:**

None.

### **ATTACHMENTS:**

Description	Upload Date	Type
Proclamation	2/29/2024	Backup Material

## PROCLAMATION

WHEREAS, the month of March 2024, has been designated as “National Intellectual and Developmental Disabilities Awareness Month” (NIDDA) in order to celebrate and recognize people with disabilities; and

WHEREAS, disability is a natural part of the human experience and in no way diminishes the right of people with disabilities to make choices, contribute to society and experience in full the many blessings of American society; and

WHEREAS, family members, friends and the community at large all play a role in supporting people with disabilities as they pursue their dreams; and

WHEREAS, the goals of this city properly include people with disabilities realize full access to housing, employment and the recreation activities which help create productive and satisfying lives, and to live as independently as possible.

NOW, THEREFORE, I, Manuel F. Ortiz, Mayor of the City of Garden City, do hereby proclaim the month of March 2024 as

### Intellectual and Developmental Disabilities Awareness Month

in the City of Garden City and call upon the citizens of Garden City to observe the month with appropriate programs and activities. Furthermore, I encourage the citizens of Garden City to seek information from those organizations with expertise in matters concerning developmental disabilities.

SIGNED AND SEALED this 5<sup>th</sup> day of March 2024.

---

Manuel F. Ortiz, Mayor

ATTEST:

---

Kori Longoria, Deputy City Clerk



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Celyn N. Hurtado, City Clerk  
**DATE:** March 5, 2024  
**RE:** Ernesto Ferrel Day Proclamation

---

### **ISSUE:**

The Governing Body is asked to consider and allow the Mayor to proclaim March 15, 2024 as Ernesto Ferrel 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
Ernesto Ferrel Day	3/4/2024	Backup Material



# PROCLAMATION

- WHEREAS,** *Ernesto Ferrel was born in March 15, 2001 in Garden City, Kansas; and*
- WHEREAS,** *Ernesto Ferrel graduated from Garden City High School and Garden City Community College; and*
- WHEREAS,** *Ernesto Ferrel has assisted public art works; and*
- WHEREAS,** *Ernesto Ferrel curated an art gallery exhibiting photographs capturing the essence of community members and expressing his deep affection for Garden City, Kansas; and*
- WHEREAS,** *Ernesto Ferrel has offered free headshot services to assist aspiring individuals in building their professional portfolios; and*
- WHEREAS,** *Ernesto Ferrel has courageously confronted personal struggles with confidence, emerging as a fervent advocate for self-love and acceptance; and*
- WHEREAS,** *Ernesto Ferrel's contributions to the community will have a lasting positive impact;*

**NOW, THEREFORE,** I, Manuel Ortiz, Mayor of the City of Garden City, Kansas, do hereby proclaim March 15, 2024, as

## ***Ernesto Ferrel Day***

*in Garden City, Kansas, I urge all citizens to join in celebrating Ernesto Ferrel's dedication to building a legacy of love, acceptance, and self-confidence at such a young age. Let us stand together in support of his mission to inspire authenticity and fearlessness in others. Together, may we create a world where every individual feels empowered to embrace their true selves without hesitation or reservation.*

**SIGNED AND SEALED** this 5th day of March 2024.

---

Manuel F. Ortiz, Mayor

ATTEST:

---

Celyn N. Hurtado, City Clerk



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Celyn Hurtado, City Clerk  
**DATE:** March 5, 2024  
**RE:** 2024 AllTex Gun Show Sign Waiver Request

---

### **ISSUE:**

The Governing Body is asked to consider and approve a request from Allen Bowles with AllTex Gun Show to waive the sign ordinance and right-of-way restrictions and to have signs placed at eight privately owned businesses from April 22-29, 2024. The event is April 27-28, 2024.

### **BACKGROUND:**

Ilen Bowles with AllTex Gun Show is requesting a waiver of the City's sign ordinance and right-of-way restrictions to place signs at the following privately owned businesses:

- American Legion - 405 S. Main Street
- Bruckner Truck Sale - 2509 N. Taylor Avenue
- Cigarette Outlet - 1111 W. Mary Street
- O'Reilly Auto Parts - 714 Buffalo Jones Avenue
- Time Out Sports Bar - 1319 N. Taylor Avenue
- Prairie Wind Aquatics - 1413 W. Mary Street
- Arzate Auto Repairs - 207 Campus Drive
- Willa's Car Wash - 1601 E. Fulton Street
- Verizon - 3010 E Kansas Avenue
- Western Kansas Broadcast Center - 1402 E Kansas Avenue

This request is similar to requests received in the past for other special events.

### **ALTERNATIVES:**

Staff has no recommendations.

### **RECOMMENDATION:**

1. The Governing Body may approve the request and right-of-way restrictions and have signs placed at the following privately owned businesses from April 22-29, 2024.
2. The Governing Body may deny the request.

### **FISCAL NOTE:**

None.

### **ATTACHMENTS:**

Description	Upload Date	Type
Sign Request	2/23/2024	Backup Material



# SPECIAL EVENT REQUEST

301 N 8TH ST, PO BOX 998  
GARDEN CITY, KS 67846  
620-276-1278

Other  
Block Party  
Run/Walk  
☒ Sign Request  
Parade\*\*  
Itinerant Merchant\*  
Sports Event\*  
Haunted House\*  
Carnival/Circus\*

\*Permit/License Required

\*\*Parade Application Required

**November 19, 2023**

Application Date

**AllTex Gun Show**

**April 27 -28 2024**

Name of Event

Date of Event

**Finney County FairGrounds - Exhibition Building**

Location of Event

Start & End Time of Event (including set up & tear down)

**Gun Show**

Purpose of the Event

**Allen Bowles**

**918-658-4500**

Event Coordinator (please print)

Address/Email

Phone Number

**Larry Rabb    biglar@eaglecom.net    985-392-0874**

Additional Contact Names, Email Addresses & Phone Numbers

License Applicant Contact Name, Email Address & Phone Number

see above

Stevens Park Keys and Appointment		Street Closure and/or Barricades		Extra Trash Receptacles	
GCPD Assistance		Electricity Access		Noise Waiver***	
Run/Walk Route and Map Attached					
Additional Request and/or Remarks	<b>Signs to be placed at various businesses from April 22-29, 2024.</b>				
		License			
		KDOT Permit			

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

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

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

Applicant signature

Date

**For office use only**

**KDOT Permit**

**GC Police Department**

**Downtown Vision**

GC Fire Department	Electric Department
Neighborhood & Development	Lee Richardson Zoo
Traffic Department	Solid Waste Department
Parks & Grounds Department	Street Department
City Manager/Commission	Application Received

\_\_\_\_\_

\_\_\_\_\_

n)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_


ity Manager for a

n upon failure to

al events or

\_\_\_\_\_







## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Aleecya Charles, Assistant Neighborhood and Development Services Director  
**DATE:** March 5, 2024  
**RE:** Carniceria Garcia Mural

---

### **ISSUE:**

Congratulations to Carniceria Garcia on the occasion of receiving funds from Kansas Creatives Art Industries Commission (KCAIC), Downtown Vision and Garden City Arts for a mural at 622 N. 8th Street.

### **BACKGROUND:**

Kansas Creatives Art Industries Commission (KCAIC), Downtown Vision and Garden City Arts have partnered together for a mural project for Carniceria Garcia. The mural will be one of the first initiatives in Garden City. The project is fully funded by The Kansas Creative Art Industries Commission (KCAIC), The Downtown Public Art Fund that is established by Downtown Vision and Garden City Arts in 2022, and in-kind donations.

During the art initiative The Kansas Creative Art Industries Commission (KCAIC) and the Downtown Public Art Fund would like to use the opportunity to create additional murals and provide training and network opportunities for local artist. Throughout this process it is their intent to be able to educate local artist on the materials used to paint and maintain their mural so that it can be around for several years.

### **ALTERNATIVES:**

Information only.

### **RECOMMENDATION:**

Information only.

### **FISCAL NOTE:**

None.

### **ATTACHMENTS:**

Description	Upload Date	Type
Mural Proposal	2/29/2024	Exhibit



# MURAL PROPOSAL

*ETHNIC MARKETS INITIATIVE*

Prepared for the City of Garden City  
Commissioners

Contact Persons:

Katy Guthrie

Executive Director

(620) 260-9700

[gardencityart@gmail.com](mailto:gardencityart@gmail.com)

Liandro Rodriguez

Office Manager and Marketing  
Coordinator

(620) 276-0891

[office@gcdowntown.com](mailto:office@gcdowntown.com)



# TABLE OF CONTENTS

---

Project Summary	3
Artists Involved	4
Mural Budget	5
Proposed Design	6
Letters of Support	7

# PROJECT SUMMARY

---

Kansas Creatives Arts Industries Commission, Downtown Vision, and Garden City Arts will be partnering to create a new public mural on the side of Carniceria Garcia located at 622 N 8th Street in Downtown Garden City, KS. This project is fully funded by the KCAIC, the Downtown Public Art Fund (established by DTV & GCA), and in-kind donations. The proposed design was created by local artist Raquel Garcia in collaboration with the building/business owners of Carniceria Garcia.

This mural project will be the first initiative of the three-part project which will take place in Garden City, KS from April 2024 - June 2025. All projects are part of the Ethnic Markets Initiative which is a pilot program created by the Kansas Creatives Arts Industries Commission.

## BACKGROUND

The Ethnic Markets Initiative was first developed by Lawrence-based artist Connie Fiorella-Fitzpatrick. Through this program participating culture-specific food retailers in Lawrence, Kansas were paired with artists to create Public Artwork at each retailer location. The program highlighted diverse Culinary Arts through prerecorded cooking demonstrations using ingredients found at these retailers. With the support of the Kansas Healthy Food Initiative, retail owners were provided with economic development training and marketing assistance with the goal of building toward food system equity.

## ETHNIC MARKET INITIATIVE

The Ethnic Market Initiative is a program created by the Kansas Creatives Arts Industries Commission with the goal of boosting economic growth through the arts. This project also hopes to strengthen food systems by highlighting culturally-specific food retailers through public works of art projects. Garden City, KS was selected by the KCAIC as the first city in Kansas to replicate the People's Market Program in Lawrence, KS.

This project will take place from April 2024 - June 2025 and will focus on three independent food retailers in Garden City, KS. Along with the creation of three public art projects, this project will also provide artists with training/networking opportunities and provide economic development training and marketing assistance to culture-specific food retailers in Southwest Kansas.

By connecting visual and performing artists to locally owned food retailers, this project's goals are as follows:

- To boost the local economy by promoting local, minority-owned businesses who sell culture-specific food.
- To create public art projects or performances that will draw attention to these local businesses and help create connections through food and art.
- To provide training/networking opportunities for local artists and culture-specific food retailers in Southwest Kansas.

# ARTISTS BIOS

---

## **RAQUEL GARCIA - LEAD ARTIST**

### *BIOGRAPHY:*

Raquel Garcia is a Kansas based artist that focuses on various types of two dimensional art with an emphasis on watercolor, acrylic, and oil paint. Garcia has an Associate of Arts degree from Garden City Community College, where she graduated in 2021. Garcia has participated in various art shows in Kansas, where she's shown pieces that focus on themes of coming of age, mental health, womanhood, and her personal experiences.

### *ROLE:*

As the lead artist, Raquel is responsible for coming up with the initial design, making alterations as needed, and painting the mural onto the building.

## **PAOLA RAMOS - ARTIST ASSISTANT**

### *BIOGRAPHY:*

Paola Ramos is currently working on an Associate of Arts degree at Garden City Community College. She is a Garden City, KS native who is looking forward to working on her first public art project.

### *ROLE:*

Paola will be assisting Raquel with the execution of the mural from start to finish.

## **MARIO GARCIA - PHOTOGRAPHER**

### *BIOGRAPHY:*

Mario Garcia grew up in Garden City, KS and received a Bachelors of Fine Arts from Washburn University. Through his art he often celebrates his Mexican heritage by focusing on the colorful, bold and vibrant nature of the culture.

### *ROLE:*

Mario will be documenting the process of creating this mural project.

# PROJECT BUDGET

EXPENSES	BUDGETED
Lead Artist Stipend	\$12,000.00
Artist Assistant Stipend	\$2,000.00
Photographer Stipend	\$750.00
Primer	\$400.00
Paint & Varnish	\$4,000.00
Brushes & Rollers	\$250.00
Misc. Supplies	\$250.00
Studio Space & Storage	\$400.00
Sandblast the Wall	\$250.00
Power Washer	\$250.00
Liability Insurance	\$500.00
Plaques	\$250.00
Contingency	\$1,000.00
Administration	\$2,000.00
<b>TOTAL FUNDS:</b>	<b>\$24,300.00</b>

**\*\*THIS PROJECT IS FULLY FUNDED BY:**

- The Kansas Creatives Arts Industries Commission
- The Downtown Public Art Fund (Established by Downtown Vision and Garden City Arts in 2022)
- In-Kind Donations

# PROPOSED DESIGN

---



## PROPOSED DESIGN:

- The design will be 68 feet wide and 12 feet tall and will cover the south-facing wall on Carniceria Garcia on 8th Street.



## PROPOSED DESIGN DETAILS:

- The design features dishes and objects that are culturally relevant to the building/business owners.
- The design was created digitally by Raquel Garcia with the guidance of the building/business owners.



February 28, 2024

City Commission  
301 N. 8th Street  
Garden City, KS 67846

Dear Commissioners:

On behalf of the Kansas Healthy Food Initiative, I am writing to show our support for the Ethnic Markets Initiative through the Kansas Creative Arts and Industries Commission (KCAIC).

The Kansas Healthy Food Initiative (KHFI) has a mission of increasing access to affordable, healthy food to improve the health and economic development of Kansans and their communities. We do this by providing both technical assistance and financing to retailers across Kansas. In 2021, we partnered with KCAIC to support a pilot program that brought public artworks and trainings to culturally-specific retailers in Lawrence, Kansas. Given the incredible success of that pilot program, we are thrilled to see this concept being introduced to other regions of the state.

As you know, independent and culturally-specific grocery stores are incredibly important for thriving communities: they provide healthy and affordable food, form community identity, recirculate dollars locally, and contribute to the tax base. Yet, the grocery industry remains incredibly difficult with very slim profit margins. The Ethnic Markets Initiative helps overcome these challenges: public artworks help elevate the stores within the community, thereby bringing more customers through their doors. In addition, the initiative provides free professional development trainings to help participating retailers run successful businesses over the long-term.

The Ethnic Markets Initiative is a win-win-win: it bolsters economic development for the entire community, supports individual entrepreneurs and their families, and helps maintain healthy and culturally-specific food access for residents. We see strong value in this work and hope to continue partnering with KCAIC in the future.

Sincerely,

Erica Blair, Program Manager  
Kansas Healthy Food Initiative

Lea Ann E. Seiler, Entrepreneurship Manager  
Southwest Region, NetWork Kansas

02/28/2024

Garden City City Council  
301 N 8th St  
Garden City, KS 67846

Dear Members of the City Council,

I am writing to express my enthusiastic support for the proposed mural project on the side of Carniceria Garcia located at 622 N 8th Street in Downtown Garden City, KS. This effort between the Kansas Creatives Arts Industries Commission (KCAIC), Downtown Vision, and Garden City Arts signifies a remarkable opportunity to enrich the community through the intersection of art, culture, and economic development.

The initiative to adorn Carniceria Garcia with a mural, **fully funded** by the KCAIC, the Downtown Public Art Fund, and in-kind donations, is a testament to the commitment to cultural vibrancy and creative expression in Garden City. The proposed design, crafted by local artist Raquel Garcia in collaboration with the building/business owners, promises to be a captivating addition to your cityscape.

Moreover, this mural project serves as the inaugural undertaking of the Ethnic Markets Initiative, a visionary program conceived by the KCAIC to foster economic growth through the arts while spotlighting culturally-specific food retailers. Drawing inspiration from the successful People's Market Program in Lawrence, Kansas, this initiative not only celebrates the rich tapestry of Garden City's culinary heritage - but also propels us towards food system equity and economic empowerment.

As Garden City takes its place as the pioneering city in Kansas to replicate the People's Market Program, the Ethnic Markets Initiative will unfold from April 2024 to June 2025, focusing on three ethnic food retailers. Beyond the creation of public art, this initiative offers invaluable opportunities for artists, fosters meaningful connections between local businesses and residents, and provides essential training and support for culture-specific food retailers.

I believe the multifaceted goals of this project – from boosting the local economy to fostering cultural exchange and providing professional development opportunities – resonate deeply with the ethos of this community. By intertwining visual and performing



arts with your vibrant culinary scene, you have the chance to cultivate a more inclusive, prosperous, and culturally rich Garden City.

In light of these considerations, I urge you to extend your wholehearted support to this mural project and the broader Ethnic Markets Initiative. By doing so, I believe it affirms your commitment to nurturing a dynamic and inclusive community where creativity thrives, businesses flourish, and cultural diversity is celebrated.

I look forward to witnessing the transformative impact of this initiative on Garden City, and its impact on all of Southwest Kansas!

Sincerely,



**Lea Ann E. Seiler** | Manager, Entrepreneurship Southwest Region

[lseiler@networkkansas.com](mailto:lseiler@networkkansas.com)

(620)357-5561

**NetWork Kansas** | Resources for Starting and Growing Your Business

[www.networkkansas.com](http://www.networkkansas.com) | (877) 521-8600



Futuristic . Empathy . Strategic . Achiever . Ideation



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Danielle B. Burke, Assistant City Manager  
**DATE:** March 5, 2024  
**RE:** Third Round of Moderate Income Housing (MIH) and Kansas Housing Investor Tax Credit (KHITC) Award Announcement

---

### **ISSUE:**

Presentation of the third round awardees of Moderate Income Housing (MIH) and Kansas Housing Investor Tax Credit (KHITC) for 2023 from the Kansas Housing Resource Corporation (KHRC).

### **BACKGROUND:**

On February 16, 2023, the Kansas Housing Resource Corporation announced awards for the third round of Moderate Income Housing (MIH) and Kansas Housing Investor Tax Credit (KHITC) funds. The City of Garden City had two projects that submitted an application.

- Sligo Station (60 Units) - KHITC Request
- Garden City Apartments Project (140 units) - MIH Request

Sligo Station was awarded \$1,200,000 in tax credits. The City's other application for Garden City Apartments Project was unsuccessful.

A full list of awardees is attached for reference.

### **ALTERNATIVES:**

Informational only.

### **RECOMMENDATION:**

Informational only.

### **FISCAL NOTE:**

Informational only.

### **ATTACHMENTS:**

Description	Upload Date	Type
List of Awardees	2/20/2024	Backup Material

# KANSAS HOUSING

## Program Awards - 2023 Round 3

Moderate Income Housing (MIH)  
Kansas Housing Investor Tax Credit (KHITC)

Project Name	MIH Awardee	KHITC Awardee	County	KHITC County Size	Project Type	Request Type	Total Units	MIH* Award	KHITC Award
<b>Northwest</b>									
The Retreat at Paradise Valley	City of Natoma	YHM Holdings, LLC	Osborne	Small	Rental	Rehabilitation	12	\$650,000	\$420,000
<b>Northwest Subtotal:</b>								<b>\$650,000</b>	<b>\$420,000</b>
<b>North Central</b>									
Clay Center Middle Income Housing	City of Clay Center	Austin Gillard	Clay	Medium	Homeowner	Down Payment, New Construction	9	\$650,000	\$288,000
Logan Pointe	City of Herington	City of Herington	Dickinson	Medium	Homeowner	New Construction	5	\$180,000	\$160,000
Solomon Housing	-	JC Builders Inc	Dickinson	Medium	Homeowner	New Construction	6	-	\$192,000
<b>North Central Subtotal:</b>								<b>\$830,000</b>	<b>\$640,000</b>
<b>Northeast</b>									
Atchison County Housing Project	-	Pomeroy Development LLC	Atchison	Medium	Both	New Construction	14	-	\$448,000
Banner Oaks Subdivision ^	-	HHP Holton Banner I LLC	Jackson	Medium	Homeowner	New Construction	3	-	\$96,000
Osage City MIH Housing Project	City of Osage City	Heartland Design Build, LLC	Osage	Medium	Both	Down Payment, New Construction	15	\$393,000	\$480,000
<b>Northeast Subtotal:</b>								<b>\$393,000</b>	<b>\$1,024,000</b>
<b>Southeast</b>									
Garnett Housing Need	City of Garnett	Confluence Ventures Inc	Anderson	Small	Rental	New Construction, Infrastructure	8	\$450,000	\$280,000
<b>Southeast Subtotal:</b>								<b>\$450,000</b>	<b>\$280,000</b>
<b>South Central</b>									
Landmark Apartments	City of Hutchinson	Meyer Landmark, LLC	Reno	Large	Rental	Acquisition and Historic Rehabilitation	40	\$650,000	\$1,200,000
<b>South Central Subtotal:</b>								<b>\$650,000</b>	<b>\$1,200,000</b>
<b>Southwest</b>									
United Village Housing Development	City of Dodge City	Capital Development, LLC	Ford	Large	Homeowner	New Construction	40	\$650,000	\$1,200,000
Fowler MIH	City of Fowler	Fowler Action Committee	Meade	Small	Homeowner	New Construction	3	\$332,215	\$105,000
Sligo Station ^	-	Hawkeye Development	Finney	Large	Rental	New Construction	60	-	\$1,200,000
<b>Southwest Subtotal:</b>								<b>\$982,215</b>	<b>\$2,505,000</b>
<b>Summary</b>									
<b>Grand Total:</b>								<b>\$3,955,215</b>	<b>\$6,069,000</b>

\* Remaining MIH-ARPA funds may be substituted for all or part of an awarded MIH project.

^ Award to an existing MIH and/or KHITC Grantee.



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Danielle B. Burke, Assistant City Manager  
**DATE:** March 5, 2024  
**RE:** Law Enforcement Center Remodel Update

---

### **ISSUE:**

Presentation of an update related to the Law Enforcement Center remodel.

### **BACKGROUND:**

In April of 2023, the City put a remodel project for the Law Enforcement Center (LEC) on hold after having discussions with the County regarding an upcoming facility assessment they were going to conduct due to the likelihood of the assessment identifying significant building repairs and/or system improvements. Several months later, the County hired HMN Architects to complete the facility assessment and develop a project cost estimate for the County portion of the LEC and the jail.

At the December 19, 2023, City Commission meeting, City Manager Allen notified the Governing Body of a newly created committee created by the Board of County Commissioners to oversee the Law Enforcement Center remodel.

The Chair of the Committee is Commissioner Drees and the following representatives are identified to be part of the Committee:

- Finney County Administration
- Finney County Sheriff's Office
- Member of the public
- Garden City Administration
- Garden City Police Department

City Manager Allen is serving as the Garden City Administration representatives and Captain Ochs is serving as the Garden City Police Department representative.

The Committee has been slated to meet weekly and to date has had 4 meetings. Representatives from HMN Architects has presented the findings of the facility assessment to the group. After that report, the Committee brought in a representative from Justice Planners to provide some additional guidance on the jail portion of the project. HMN Architects and Justice Planners were on-site February 29.

Justice Planners have extensive experience with utilizing data to make recommendations regarding jail facilities and operations. The County has engaged them to work on an analysis to determine

recommendations for future improvements to the jail. This analysis is anticipated to take several months but once completed, they will present their recommendations to the Committee.

**ALTERNATIVES:**

Information only.

**RECOMMENDATION:**

Information only.

**FISCAL NOTE:**

Information only.



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Danielle B. Burke, Assistant City Manager  
**DATE:** March 5, 2024  
**RE:** Update on Interlocal Agreement for Neighborhood & Development Services

---

### **ISSUE:**

Presentation of the current status of the Neighborhood & Development Services interlocal agreement.

### **BACKGROUND:**

At the February 6, 2024, City Commission meeting, the Governing Body approved a consultant type agreement between the City and County for Neighborhood & Development Services related to Planning, Zoning, Inspections, and Code Enforcement.

Since this action, city and county staff have met three times to discuss both the City and County proposals and have developed a few options that are being considered. The next meeting is slated for March 14. Staff will provide another update at the March 19 meeting or April 2 that identifies anticipated next steps.

### **ALTERNATIVES:**

Informational only.

### **RECOMMENDATION:**

Informational only.

### **FISCAL NOTE:**

Informational only.



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Rachelle Powell, Director of Aviation  
**DATE:** March 5, 2024  
**RE:** Airport January 2024 Report

---

**ISSUE:**

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

**BACKGROUND:**

Attached is the Garden City Regional Airport report for January 2024.

**ALTERNATIVES:**

None.

**RECOMMENDATION:**

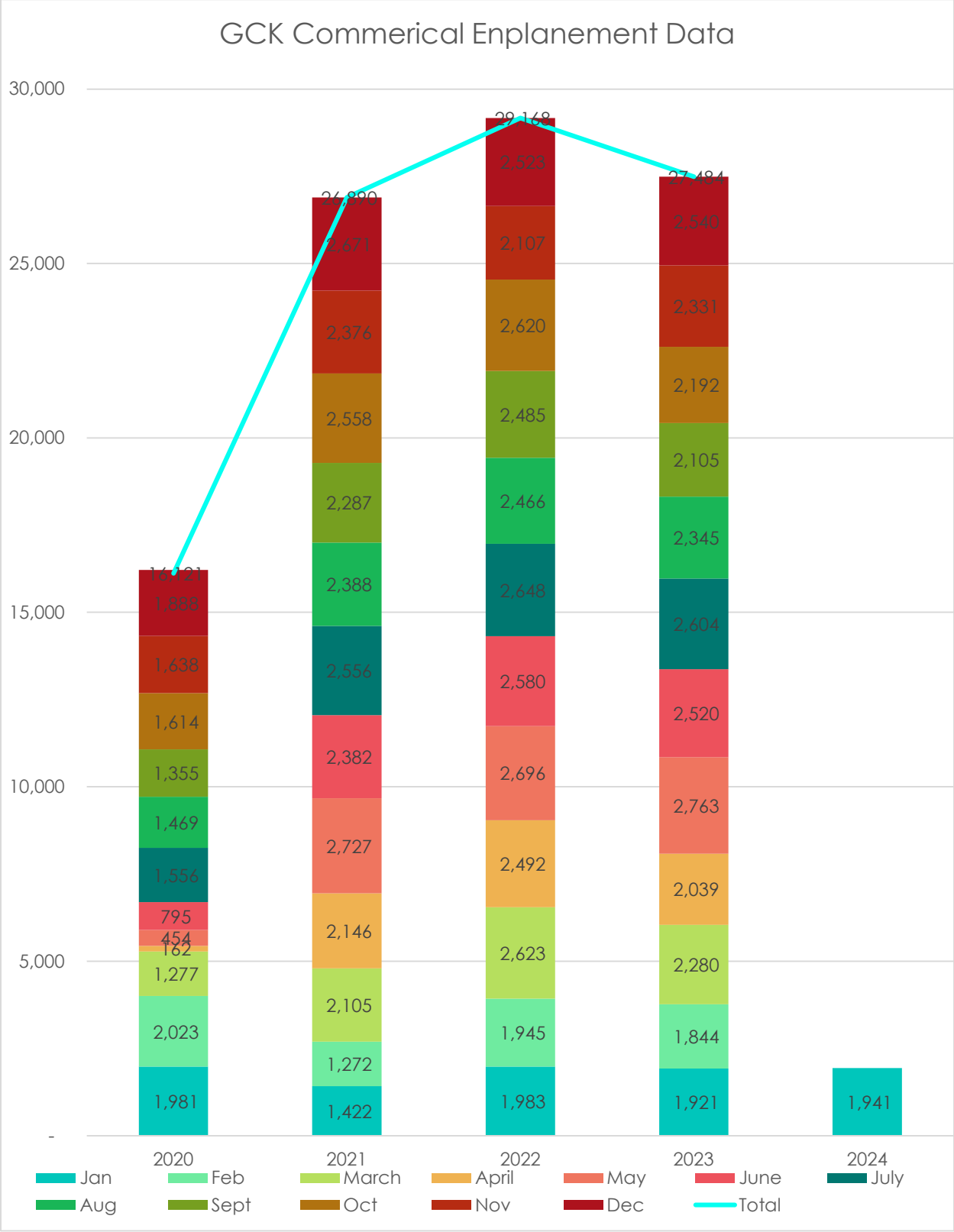
None.

**FISCAL NOTE:**

None.

**ATTACHMENTS:**

Description	Upload Date	Type
Airport January 2024 Report	2/22/2024	Backup Material

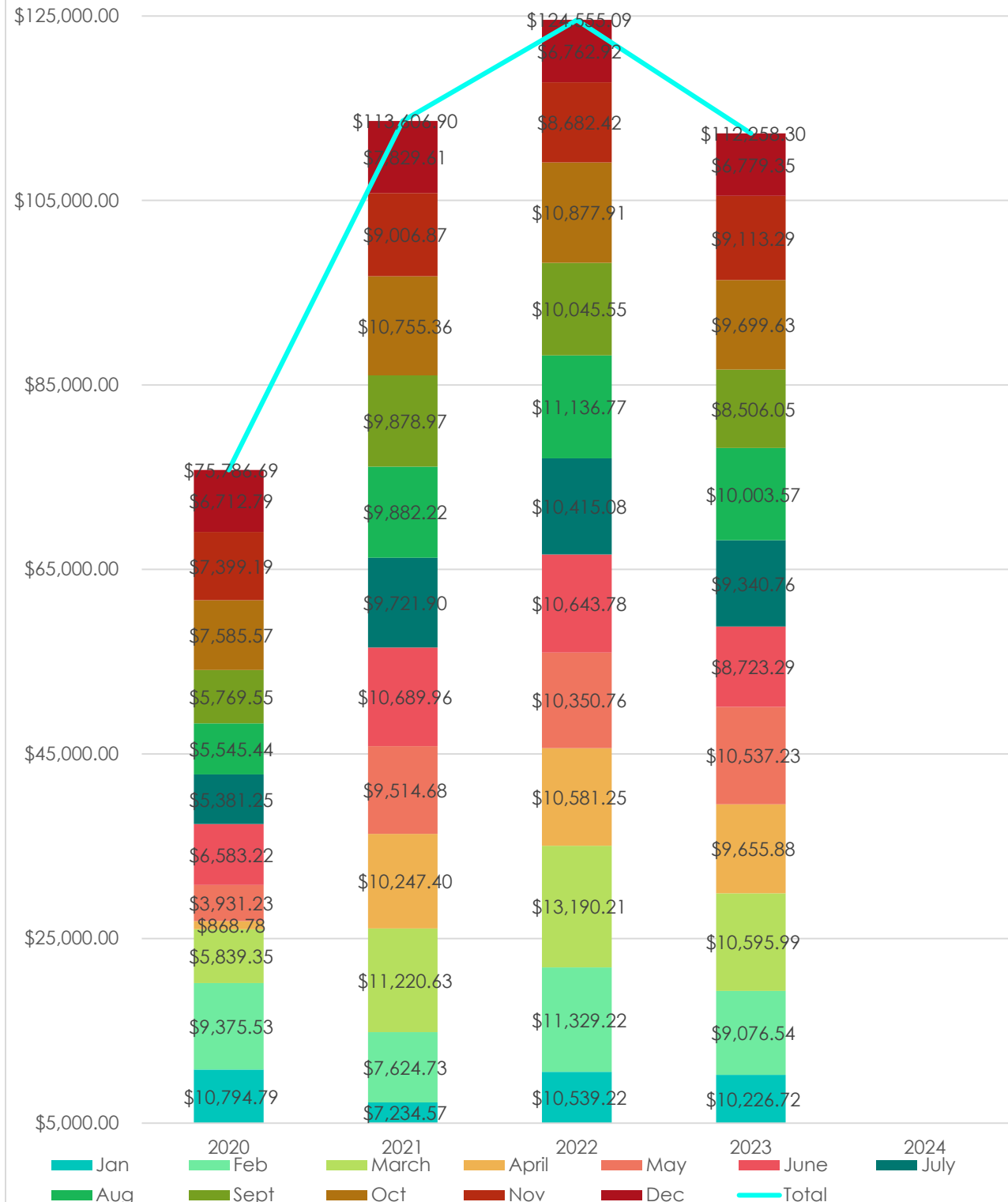


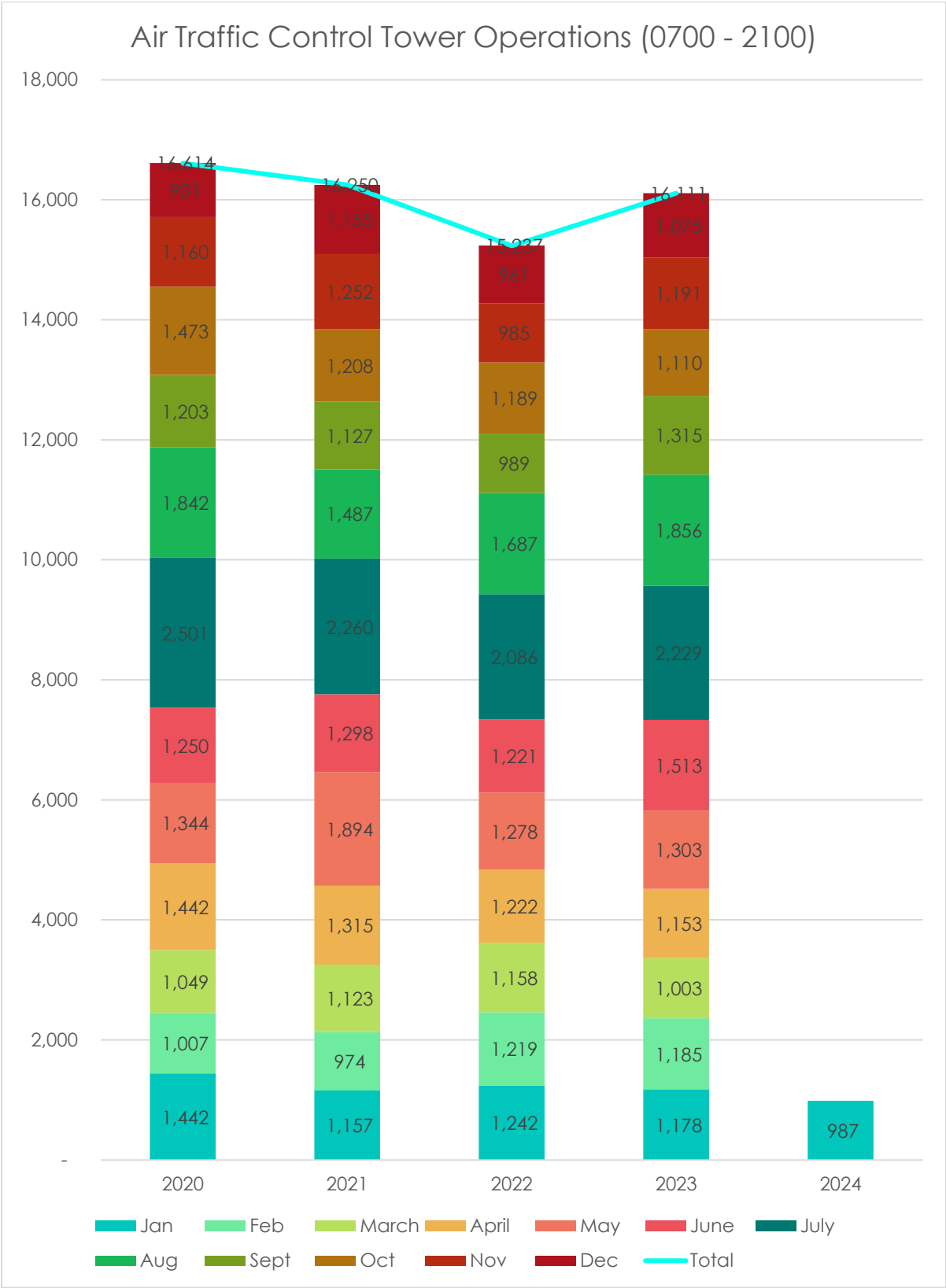


January 2024  
Western Kansas Commercial Enplanement  
Comparison



\*Missing January 2024 – LBL and HYS





[illegible]



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Jared Kuhlmann, Finance Director  
**DATE:** March 5, 2024  
**RE:** Service and Finance Monthly Sales Tax Report - February 2024

---

**ISSUE:**

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

**BACKGROUND:**

None.

**ALTERNATIVES:**

None.

**RECOMMENDATION:**

None.

**FISCAL NOTE:**

None.

**ATTACHMENTS:**

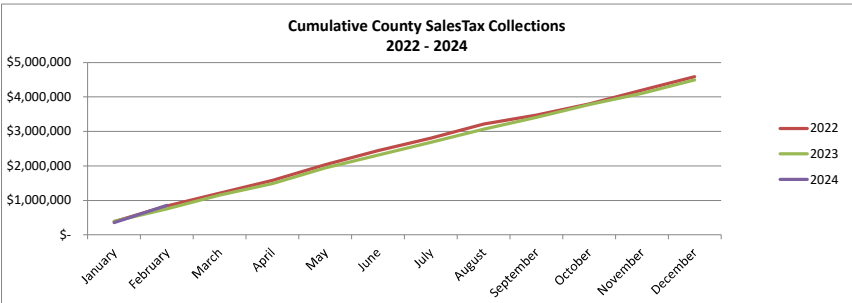
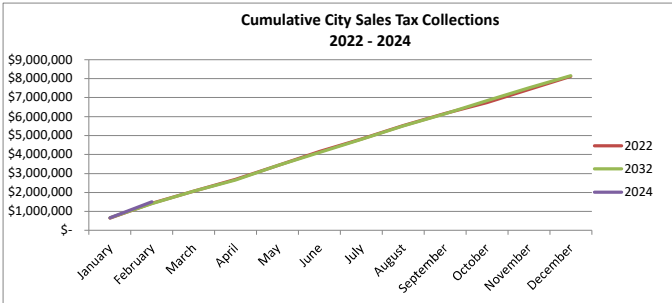
Description	Upload Date	Type
Monthly Sales Tax Report - February 2024	2/29/2024	Backup Material

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	\$ 831,503
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	\$ 1,500,593
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%	-81.60%

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	\$ 500,830
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	\$ 855,126
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%	-80.99%



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	\$ 176,158
	CO	\$ 118,628	\$ 117,135	\$ 124,027	\$ 341,655	\$ 165,290	\$ 156,054
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	\$ 620,863
% Change		83.76%	-3.80%	18.47%	22.12%	-9.03%	-81.91%

CITY OF GARDEN CITY, KANSAS  
.15 SALES TAX RECEIPTS

MONTH RECEIVED	2022	2023	2024
JANUARY		\$ 113,537	\$ 115,104
FEBRUARY		\$ 128,378	\$ 140,947
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>\$ 256,051</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	\$ 956,229
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>\$ 1,775,430</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 six Community Improvement Districts that carry an additional 1-2% tax.

ANALYSIS OF CITY-WIDE SALES TAX RECEIPTS			
MONTH RECEIVED		2023	2024
JANUARY	\$	665,684	\$ 669,090
FEBRUARY	\$	735,542	\$ 831,503
MARCH	\$	661,368	\$ -
APRIL	\$	592,420	\$ -
MAY	\$	765,370	\$ -
JUNE	\$	690,456	\$ -
JULY	\$	679,201	\$ -
AUGUST	\$	711,936	\$ -
SEPTEMBER	\$	641,621	\$ -
OCTOBER	\$	699,621	\$ -
NOVEMBER	\$	661,283	\$ -
DECEMBER	\$	649,121	\$ -
TOTAL RECEIPTS	\$	8,153,624	\$ 1,500,593

ANALYSIS OF COUNTY-WIDE SALES TAX RECEIPTS			
MONTH RECEIVED		2023	2024
JANUARY	\$	396,394	\$ 354,297
FEBRUARY	\$	358,637	\$ 500,830
MARCH	\$	398,920	\$ -
APRIL	\$	331,446	\$ -
MAY	\$	462,759	\$ -
JUNE	\$	369,590	\$ -
JULY	\$	368,825	\$ -
AUGUST	\$	378,761	\$ -
SEPTEMBER	\$	345,634	\$ -
OCTOBER	\$	373,194	\$ -
NOVEMBER	\$	361,868	\$ -
DECEMBER	\$	352,334	\$ -
TOTAL RECEIPTS	\$	4,498,363	\$ 855,126

ANALYSIS OF COUNTY .30 SALES TAX RECEIPTS			
MONTH RECEIVED		2023	2024
JANUARY	CI	\$ 140,015	\$ 145,980
	CO	\$ 129,717	\$ 142,672
FEBRUARY	CI	\$ 164,801	\$ 176,158
	CO	\$ 165,290	\$ 156,054
MARCH	CI	\$ 139,125	\$ -
	CO	\$ 129,518	\$ -
APRIL	CI	\$ 129,542	\$ -
	CO	\$ 125,033	\$ -
MAY	CI	\$ 163,281	\$ -
	CO	\$ 152,007	\$ -
JUNE	CI	\$ 141,953	\$ -
	CO	\$ 135,748	\$ -
JULY	CI	\$ 145,261	\$ -
	CO	\$ 140,976	\$ -
AUGUST	CI	\$ 155,211	\$ -
	CO	\$ 151,606	\$ -
SEPTEMBER	CI	\$ 134,643	\$ -
	CO	\$ 130,548	\$ -
OCTOBER	CI	\$ 150,823	\$ -
	CO	\$ 147,413	\$ -
NOVEMBER	CI	\$ 143,734	\$ -
	CO	\$ 139,666	\$ -
DECEMBER	CI	\$ 139,540	\$ -
	CO	\$ 135,911	\$ -
TOTAL RECEIPTS		\$ 3,431,364	\$ 620,863

ANALYSIS OF CITY .15 SALES TAX RECEIPTS			
MONTH RECEIVED		2023	2024
JANUARY	\$	113,537	\$ 113,537
FEBRUARY	\$	128,378	\$ 128,378
MARCH	\$	111,185	\$ 111,185
APRIL	\$	101,915	\$ 101,915
MAY	\$	131,348	\$ 131,348
JUNE	\$	117,497	\$ 117,497
JULY	\$	114,417	\$ 114,417
AUGUST	\$	121,461	\$ 121,461
SEPTEMBER	\$	107,606	\$ 107,606
OCTOBER	\$	119,362	\$ 119,362
NOVEMBER	\$	113,780	\$ 113,780
DECEMBER	\$	110,824	\$ 110,824
TOTAL RECEIPTS	\$	1,391,310	\$ 1,391,310



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Celyn N. Hurtado, City Clerk  
**DATE:** March 5, 2024  
**RE:** 02-28-2024 Cox Communication Update

---

**ISSUE:**

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

**BACKGROUND:**

None.

**ALTERNATIVES:**

None.

**RECOMMENDATION:**

None.

**FISCAL NOTE:**

None.

**ATTACHMENTS:**

Description	Upload Date	Type
02-28-2024 Cox Communication Update	2/29/2024	Backup Material

## Celyn Hurtado

---

**From:** Allen, Lisa (CCI-Central Region) <Lisa.Allen@cox.com>  
**Sent:** Wednesday, February 28, 2024 9:45 AM  
**Subject:** Cox Communications LFA Notification

You don't often get email from lisa.allen@cox.com. [Learn why this is important](#)

Dear Local Franchising Authority,

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

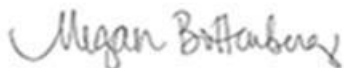
Station/Network	Channel(s)
RFD	214
Cowboy Channel	154

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

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

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

Sincerely,



Megan Bottenberg  
Director, Government Affairs  
Cox Communications Central Region



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Celyn Hurtado, City Clerk  
**DATE:** March 5, 2024  
**RE:** 03-05-2024 Meetings of Note

---

### **ISSUE:**

- March 5, 2024 - Jobs Showcase for Local Government at the Finney County Exhibition Building from 10:00 a.m. to 2:00 p.m.
- March 8, 2024 - Governing Body Goal Setting Retreat at the Finnup Center from 8:30 a.m. - 5:00 p.m.
- March 16, 2024 - Garden City Area Chamber of Commerce Legislative Coffee at the Beth Tedrow Center from 10:00 a.m. - 11:30 a.m.
- March 21, 2024 - Citizens Academy Session One - City Manager's Office, City Clerk, and Service and Finance at the City Administrative Center from 5:30 p.m. to 8:30 p.m.
- March 28, 2024 - Citizens Academy Session Two - Buffalo Dunes, Recreation Center, O'Brate Gymnastics Center at Garden City Recreation from 5:30 p.m. to 8:30 p.m.
- April 11, 2024 - Garden City Area Chamber of Commerce Awards Banquet & Annual Meeting at Garden City Community College, Dennis Perryman Complex



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Trent Maxwell, Neighborhood & Development Services Director  
**DATE:** March 5, 2024  
**RE:** Environmental Nuisance Resolution at 207 W. Olive 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 (207 W. Olive Street - Chairs, dressers, a vanity, boxes, a dryer, a washer, wood furniture, a workout machine, misc. wood items, and other misc. debris scattered throughout 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 207 W Olive Street has an environmental nuisance condition on the property and is in violation of the City's Environmental Codes. There is chairs, dressers, a vanity, boxes, a dryer, a washer, wood furniture, a workout machine, misc. wood items, and other misc. debris scattered throughout 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 January 23, 2024, and February 13, 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 - 207 W Olive	2/26/2024	Backup Material
Environmental Resolution Photos - 207 W Olive	2/26/2024	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. (207 West Olive 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:

*207 W. Olive Street -Environmental Yard - Chairs, dressers, a vanity, boxes, a dryer, a washer, wood furniture, a workout machine, misc. wood items, and other misc. debris scattered throughout 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 5<sup>th</sup> day of March 2024.

---

**Manuel F. Ortiz, MAYOR**

**ATTEST:**

---

**Celyn N. Hurtado, CITY CLERK**



207 W. Olive St.





207 W. Olive St.





207 W. Olive St.





## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Trent Maxwell, Neighborhood & Development Services Director  
**DATE:** March 5, 2024  
**RE:** Motor Vehicle Nuisance at 509 Jenny Avenue

---

### **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 (509 Jenny Avenue - Red 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 509 Jenny Ave. has an environmental nuisance condition on the property and is in violation of the City's Environmental Codes. There is one inoperable vehicle located on 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 January 25, 2024, and February 13, 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 Resolution - 509 Jenny Ave	2/26/2024	Backup Material

Vehicle Photo - 509 Jenny

2/26/2024

Backup Material

**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. (509 Jenny Ave.)**

**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:

*509 Jenny Ave. - Inoperable and/or unregistered vehicle- Red 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 5<sup>th</sup> day of March 2024.

---

**Manuel F. Ortiz, MAYOR**

**ATTEST:**

---

**Celyn N. Hurtado, CITY CLERK**



509 Jenny Ave.





## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Trent Maxwell, Neighborhood & Development Services Director  
**DATE:** March 5, 2024  
**RE:** Motor Vehicle Nuisance at 1510 N. 13th 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 (1510 N. 13th Street – White 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 1510 N. 13th Street has an environmental nuisance condition on the property and is in violation of the City's Environmental Codes. There is one inoperable vehicle located on 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 January 23, 2024, and February 9, 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 - 1510 N 13th St	2/26/2024	Backup Material





1510 N. 13<sup>th</sup> St.



**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. (1510 N. 13<sup>th</sup> 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:

*1510 N. 13<sup>th</sup> St. - Inoperable and/or unregistered vehicle- White 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 5<sup>th</sup> day of March 2024.

---

**Manuel F. Ortiz, MAYOR**

**ATTEST:**

---

**Celyn N. Hurtado, CITY CLERK**



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Nolan Thill, Parks Superintendent  
**DATE:** March 5, 2024  
**RE:** Southeast Park Restroom Facility Alternatives

---

### **ISSUE:**

The Governing Body is asked to consider and approve the bid alternatives from Lee Construction for restroom facilities and a pavilion at Southeast Park.

### **BACKGROUND:**

The City Commission approved the base bid from Lee Construction, INC. for \$869,900 on February 20, 2024. This base bid will be utilizing the remaining balance from the Southeast Park Project fund (GL Code 40477100-6152) of \$779,200.51 and \$90,699.49 from the collections from the \$.15 Sales Tax to cover the full base bid from Lee Construction, INC. for Southeast Park Project – Phase IV. Commissioner Nguyen recommended we table the discussion and vote for the alternatives for the Restroom Only and Restroom plus Pavilion at the March 5, 2024 City Commission meeting.

The options presented are the restrooms and pavilion for \$540,000 or the restrooms only for \$442,100. Both options would be paid for by the \$.15 sale tax.

If the Commission elects to approve one of the two options, the City will utilize funds from the .15 Sales tax to pay for the costs of the project. If the costs at that time exceed the available funds, the costs will be paid from the Community Trust Reserve Fund. At the end of the year, once the excess revenues of the .15 Sales Tax are collected, a transfer will be conducted to reimburse the Community Trust Reserve.

The assumptions for the excess revenues the City expects from the \$.15 Sales Tax in 2024 are based on collections from the last 18 months. The risk to allocating the \$.15 Sales Tax revenues towards other projects would be that a downturn in sales tax collections could leave a deficit coverage of the debt service, and the city would need to find other sources to comply with the debt service obligations.

### **ALTERNATIVES:**

1. The Governing Body may approve restrooms and pavilion for \$540,500.
2. The Governing Body may approve the restroom only for \$442,100.
3. The Governing Body may deny both restroom facility alternatives.
4. The Governing Body may give further direction or recommendation.

### **RECOMMENDATION:**

Staff recommends the Governing Body approve restrooms and pavilion for \$540,500, utilizing

collections of the \$.15 Sales Tax Fund. Staff recognizes the importance of restroom facilities at the location and, albeit modified, feel for the added \$100,000 increment the City Commission accomplishes all of the elements proposed in the Southeast Park Master Plan.

**FISCAL NOTE:**

The restroom facilities alternatives would be funded through the \$.15 Sales Tax Fund. If the costs exceed available funds of the .15 Sales Tax at the time the City is invoiced, the costs will be paid from the Community Trust Reserve Fund. At the end of the year, once the excess revenues of the .15 Sales Tax are collected, a transfer will be conducted to reimburse the Community Trust Reserve. The balance of the Community Trust Reserve, as of December 31, 2023, was \$2,243,946.

**ATTACHMENTS:**

Description	Upload Date	Type
SE Park - Phase IV Base Bid Approval from 2.20.24	2/28/2024	Backup Material
Restroom Alternative 1 - RR and Pavilion	2/28/2024	Backup Material
Restroom Alternative 2 - RR only	2/28/2024	Backup Material
Lee Construction Bid - Phase IV	2/28/2024	Backup Material



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Nolan Thill, Parks Superintendent  
**DATE:** February 20, 2024  
**RE:** Southeast Park - Phase IV - Plaza Improvement Construction Project

---

### **ISSUE:**

The Governing Body is asked to consider and approve the bid from Lee Construction for \$869,900 on Phase IV of the Southeast Park Project.

### **BACKGROUND:**

The City solicited bids for Southeast Park - Phase IV - Plaza Improvement Construction Project on November 27, 2023. Bid submissions were due on January 16, 2024, at 9:00am. Staff received one bid from Lee Construction, Inc. for \$869,900. The remaining budget for the Southeast Park project from the 2021 GO Bonds is \$779,200. Therefore, a lack of \$90,700 in funding exists to fund the bid for Phase IV.

Included in this phase of the project will be site demo, earthwork, erosion control measures, utilities coordination, site furnishings, soil preparation, landscaping, irrigation, playground equipment coordination and install, and playground surfacing and install. The Parks Department will be hydroseeding the grass, wildflowers, and native plantings to end Phase IV work. Due to the budget constraints the restroom and shelter are provided as Alternatives in the bid and would be outside the scope of the project budget at this time. The cost of constructing the bathrooms and shelter is an additional \$540,500, while the cost of the bathrooms without the shelter would be an additional \$442,100. The completion of Phase IV is set for fall 2024. The City would expect to experience an increase in cost to construct the bathrooms and pavilion at a future date due to the increase in material costs, as well as the cost for additional mobilization. Patrons using the park upon completion would also likely be concerned at not having bathroom facilities on location. An alternative option that can be considered would be to provide a portable restroom on location.

To accomplish this phase with the remaining project budget, staff has worked with SWT Design and Lee Construction to identify areas of the bid where cost savings could be experienced. Through this process, potential savings of \$67,250 were identified. The cost savings would include city staff self-performing site demo and preparation work, removal of the light poles, bases, and POC for electrical, and removal of the handrail for the stairs located at the playground. Removal of these items would reduce the bid to the amount of funds available in the Southeast Park project budget.

There is also an opportunity for additional savings with removal of pre-cast concrete stairs at the playground for \$20,750 and scaling back the plantings for \$22,450. SWT requires a 5% or \$38,960 construction contingency for the project. To meet this requirement without adding more funds, the 5% will be held from the landscape budget line item of \$60,000 and used, if needed, then deducted from this account.

An alternative option for funding the additional costs of the project would be the revenue from the .15 Sales Tax. The revenue collected from the .15 Sales Tax is used to cover the debt service for the 2021 GO Bond funds issued for the Airport Terminal, Skatepark, and Southeast Park projects. Any collection amounts in excess to the debt obligations can be used for additional costs of those projects, improvements to Parks and Recreation facilities, sidewalks and trails, and ad valorem tax relief.

As of December 31, 2023, the .15 Sales Tax Fund surplus cash balance of \$350,169 of .15 Sales Tax Collections above the obligations paid in 2023. The 2024 estimated .15 Sales Tax collections are \$1,368,000. The 2024 debt service costs are \$971,912, with \$128,456 due in April and \$843,456 due in October. Therefore, the City anticipates additional excess revenues to be collected in 2024 of approximately \$400,000, though the majority of this excess will not be available until the end of the year. These excess collections, in addition to the \$350,000 surplus cash balance available as 12/31/23, would provide an additional \$750,000. It is anticipated that approximately \$350,000 would be available up through September, and the additional \$400,000 would be collected from October through December.

If the Commission intends to approve the bid from Lee Construction for Phase IV, there are a few alternatives to choose from.

1. Approve the bid with the budget savings identified - No additional funding would be required to complete the phase. City staff will be involved in completing portions of the project where the cost savings were identified.

2. Approve the bid of \$869,900 and utilize collections from the .15 Sales Tax to cover the additional budget needed of \$90,700. The project would be completed as specified in the RFP, though the bathrooms and shelter would not be included. The bathroom and shelter could be completed at a future date when excess revenues are available, though an increased cost and impact to patrons would be expected to not have the bathrooms available at the park opening.

3. Approve the bid of \$859,900 and approve one of the Alternatives presented to include the restrooms with (\$540,500) or without (\$442,100) the pavilion, utilizing collections from the .15 Sales Tax to cover the additional budget needed of \$631,200 or \$532,800.

If the Commission elects to utilize the anticipated surplus .15 Sales Tax revenue for the project expenses, and timing of the project requires payment before those excess revenues are available, the City will utilize the Community Trust Reserve to pay the costs of the project. At the end of 2024, when the excess revenues have been collected, a transfer from the .15 Sales Tax Fund to the Community Trust Reserve will reimburse those costs that were experienced. The balance of the Community Trust Reserve as of 12/31/23 was \$2,243,946.

The assumptions for the excess revenues the City expects from .15 Sales Tax in 2024 are based on collections from the last eighteen months. The risk to allocating the .15 Sales Tax revenues towards other projects would be that a downturn in sales tax collections could leave a deficit coverage of the debt service, and the City would need to find other funding sources to comply with the debt service obligation.

#### **ALTERNATIVES:**

1. The Governing Body may approve the bid with the cost savings from Lee Construction, Inc. to complete the Southeast Park - Phase IV - Plaza Improvement Construction Project for \$779,200.51.
2. The Governing Body may approve the bid from Lee Construction, Inc. to complete Southeast Park - Phase IV - Plaza Improvement Construction Project for \$859,900.
3. The Governing Body may approve the bid from Lee Construction, Inc. to complete Southeast Park - Phase IV - Plaza Improvement Construction Project for \$859,900, as well as Alternative 1 (bathroom and pavilion) with a cost of \$540,500, for a total cost of \$1,400,400.
4. The Governing Body may approve the bid from Lee Construction, Inc. to complete Southeast Park - Phase IV - Plaza Improvement Construction Project for \$859,900, as well as Alternative 2 (bathroom only) with a cost of \$442,100, for a total cost of \$1,302,000.
5. The Governing Body may deny the bid from Lee Construction, Inc. to complete the Southeast Park - Phase IV - Plaza Improvement Construction Project for \$859,900.
6. The Governing Body may give further direction or recommendation.

#### **RECOMMENDATION:**

Staff recommends the Governing Body approve the bid from Lee Construction, Inc. to complete the Southeast Park - Phase IV - Plaza Improvement Construction Project for \$859,900, utilizing collections of the .15 Sales Tax to cover the \$90,700. Staff recognizes the importance of having bathroom facilities at the location and recommends a plan to include them now or in the future, but has no recommendation as to which option of timing the Commission selects.

#### **FISCAL NOTE:**

The project is funded through the 2021 GO Bond funds. The Southeast Park Project, code 40477100-6152, has a remaining balance of \$779,200.51 of GO Bond fund revenues. If the Commission elects to utilize the surplus revenues from the .15 Sales Tax to accomplish the balance of the project scope, the budget for 40477100-6152 will be adjusted accordingly. Staff will monitor the collection of revenues and utilize the Community Trust Reserve to cover the costs of the project in the interim if collections are not sufficient enough to cover the project costs until such time as the revenues are received and the Community Trust Reserve can be reimbursed.

#### **ATTACHMENTS:**

Description	Upload Date	Type
Lee Construction Bid	2/13/2024	Backup Material
Cost Savings Summary	2/14/2024	Backup Material
Cost Savings Visual	2/14/2024	Backup Material

#### **REVIEWERS:**

Department	Reviewer	Action	Date
Parks and Recreation	Longoria, Kori	Approved	2/16/2024 - 5:25 PM

Lee Construction Inc

413 Campus Drive, Suite 101  
Garden City, KS 67846  
Ph : (620)276-6811

*Change Request*

To: SWT Design  
1925 Central Street  
Suite 202  
Kansas City, MO 64108  
Ph: (816)221-0825

Number: 1  
Date: 2/27/24  
Job: 24-442 Southeast Park Phase 4  
Phone:

Description: Alternate #1 Restroom & Shelter

We are pleased to offer the following specifications and pricing to make the following changes:  
This is as per bid and breakdown for the Southeast Park Phase 4 alternate #1.

The total amount to provide this work is ..... \$540,500.00

If you have any questions, please contact me at (620)290-3413.

Submitted by: Matt Lee  
Lee Construction Inc.

Approved by: \_\_\_\_\_  
Date: \_\_\_\_\_



**ALTERNATES**

The following bid alternates are provided to assist the City of Garden City in selecting scope that is desired but not required for this project.

Unit prices shall include all delivery, labor, overhead, profit, materials, equipment, removal, etc, to cover the finished work. The following unit prices are requested if the scope of work is changed after contract execution from what is indicated on contract documents and drawings.

**ALTERNATE #1 - RESTROOM AND SHELTER**

ITEM	DESCRIPTION	UNIT	QTY	EXTENDED PRICE
1	Lump Sum Alternate #1	LS	1	540,500.00
<b>TOTAL ALTERNATE #1 BID</b>				540,500.00

**ALTERNATE #1 BREAKDOWN**

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE
1	<b>Earthwork:</b> Imported fill and fine grading	LS	1	8,500.00
2	<b>Utilities:</b> Install Electrical conduit and point of connection, Sanitary Sewer and Point of connection, Water Line and point of connection	LS	1	7,500.00
3	<b>Restroom and Storage:</b> Foundations and structure, plumbing and light fixtures, complete build out	LS	1	411,600.00
4	<b>Shelter:</b> Foundations, structure, electrical conduit, and fixtures	LS	1	73,900.00
5	<b>Pavement:</b> Concrete paving	LS	1	14,500.00
6	<b>Furnishings:</b> Picnic Tables and Trash Receptacles	Ls	1	24,500.00
<b>TOTAL ALTERNATE #1 BID</b>				540,500.00

Lee Construction Inc  
413 Campus Drive, Suite 101  
Garden City, KS 67846  
Ph : (620)276-6811

*Change Request*

To: SWT Design  
1925 Central Street  
Suite 202  
Kansas City, MO 64108  
Ph: (816)221-0825

Number: 2  
Date: 2/27/24  
Job: 24-442 Southeast Park Phase 4  
Phone:

Description: Alternate #2 Restroom Only No Shelter

We are pleased to offer the following specifications and pricing to make the following changes:  
This is as per bid and breakdown for the Southeast Park Phase 4 alternate #2.

The total amount to provide this work is ..... \$442,100.00

If you have any questions, please contact me at (620)290-3413.

Submitted by: Matt Lee  
Lee Construction Inc.

Approved by: \_\_\_\_\_  
Date: \_\_\_\_\_

**ALTERNATE #2 - RESTROOM ONLY (NO SHELTER)**

ITEM	DESCRIPTION	UNIT	QTY	EXTENDED PRICE
1	Lump Sum Alternate #2	LS	1	442,100.00
TOTAL ALTERNATE #2 BID				442,100.00

**ALTERNATE #2 BREAKDOWN**

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE
1	<b>Earthwork:</b> Imported fill and fine grading	LS	1	8,500.00
2	<b>Utilities:</b> Install Electrical conduit and point of connection, Sanitary Sewer and Point of connection, Water Line and point of connection	LS	1	7,500.00
3	<b>Restroom and Storage:</b> Foundations and structure, plumbing and light fixtures, complete build out	LS	1	411,600.00
5	<b>Pavement:</b> Concrete paving	LS	1	14,500.00
TOTAL ALTERNATE #2 BID				442,100.00

**ALTERNATE #3 - SAFETY FOAM IN LIEU OF P.I.P AT ARTIFICIAL TURF**

ITEM	DESCRIPTION	UNIT	QTY	EXTENDED PRICE
1	Lump Sum Alternate #3	LS	1	no bid
TOTAL ALTERNATE #3 BID				no bid

No breakdown for Alternate #3 needed.

ML

**ARTICLE 10****BID FORM PROPOSAL**BID TIME 9:00 A.M.BID DATE 01/16/2024**TO: THE CITY OF GARDEN CITY, KANSAS**

The bidder declares that they have had an opportunity to examine the site of the work and have examined the contract documents therefore, and that they have prepared their proposal upon the basis thereof, Lee Construction Inc., having carefully examined the site and having read and understood all the Contract Documents, adding Addenda 01 through 05, for the

**Southeast Park – Phase 4 – Plaza Improvement Construction Project**

and being familiar with the local conditions affecting the work, hereby proposes to furnish all labor, materials, equipment, and services required for the performance and completion of said project in accordance with the said Contract Documents or the following itemized bid.



(Signature)

Matt Lee, Vice President

(Print Name)

Lee Construction, Inc.

(Company Name)

413 Campus Drive Suite 101  
Garden City, KS 67846  
(620) 276-6811

(Address)

(Telephone Number)

lee3construction@gmail.com

(Email Address)

(Seal - If bid by Corporation)

**ITEMIZED BID FORM**

Bid Items in this phase of Work are included in project documents. Components and installation of Work or included, but not limited to, the following:

- Mobilization
- Site Demo
- Earthwork
- Erosion Control Measures
- Utilities Coordination and Installation
- Concrete Pavement and Headers
- Site Furnishings
- Soil Preparation
- Landscape – Plantings and Trees
- Irrigation
- Playground Equipment delivery coordination, unloading and installation (equipment purchased by City)
- Playground Surfacing and installation.

**BASE BID**

The bidder agrees to complete the Work as specified herein for the following lump sum prices:

Total Base Bid: Southeast Park - Phase 4 - Plaza Improvements

eight hundred sixty nine thousand nine hundred no cent  
(Written)

\$ 869,900.00  
(numerical)



(Signature)

Lee Construction Inc.  
(Contractor Company Name)

Matt Lee, Vice President  
(Print Name)

**ITEMIZED BID FORM AND UNIT PRICES**

Bidder is to complete all categories below and sum of all items should equal the base bid. Lump sum costs should reflect all materials, labor, overhead, and profit required to complete each category of work.

**BASE BID BREAKDOWN**

ITEM	DESCRIPTION	UNIT	QTY	BASE BID COST
1	<b>Mobilization:</b> Contractor site mobilization, construction fencing, SWPP and other measure to secure site.	LS	1	65,000.00
2	<b>Demo:</b> Existing concrete and asphalt pavement.	LS	1	25,000.00
3	<b>Earthwork Berms:</b> Imported fill and fine grading.	LS	1	24,000.00
4	<b>Electrical:</b> Electrical conduit, point of connection, and light fixtures	LS	1	68,000.00
5	<b>Utilities:</b> Water line and point of connection, plus storm line and point of connection	LS	1	23,000.00
6	<b>Pavement:</b> Concrete for walkways and furnishings	LS	1	71,500.00
7	<b>Site Furnishings:</b> Benches, and waste stations	LS	1	24,000.00
8	<b>Water Fountains:</b> Drinking fountain	LS	1	8,400.00
9	<b>Soil Preparation:</b> Tilling and fine grading	LS	1	18,500.00
10	<b>Landscape:</b> Site planting areas and trees	LS	1	60,000.00
11	<b>Irrigation:</b> Site irrigation system	LS	1	71,000.00
12	<b>Playground:</b> Delivery coordination, unloading, and installation of equipment, safety surfacing, artificial turf and concrete header. Equipment and freight purchased directly by City.	LS	1	355,000.00
13	<b>Pre-Cast Concrete Stairs:</b> Stairs and handrail	LS	1	41,500.00
14	<b>Bonding and Administration:</b> Bonding and Contract Admin.	LS	1	15,000.00
<b>TOTAL BASE BID</b>				<b>869,900.00</b>

A dollar value unit cost must be filled in for each item indicated above. Any bid form that does not include a separate dollar value for each item will be deemed non-responsive and will not be considered. Any proposal that lists "not required", "\$0", or "no bid" in lieu of a dollar value will be deemed non-responsive and will not be considered.

**UNIT PRICES**

For changing specified quantity of work to include the unknown quantities of work and materials which may occur in general construction or other work found to vary from those indicated by the Contract drawings and specifications, upon written instructions of the City of Garden City, unit prices shall prevail.

Unit prices shall include all delivery, labor, overhead, profit, materials, equipment, removal, etc, to cover the finished work. The following unit prices are requested if the scope of work is changed after contract execution from what is indicated on contract documents and drawings.

**UNIT PRICES**

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE
1	Concrete Pavement	SF	1	7.00
2	Safety Surfacing	SF	1	30.00
3	Artificial Turf	SF	1	27.50
4	Concrete Header	LF	1	75.00
5	Cubic Yard of Imported Fill	CY	1	18.00
6	Irrigation Per Zone Price	EA	1	1,500.00
7	Electrical Conduit	LF	1	4.00
8	Soil Preparation	SY	1	2.50
9	Trees	EA	1	400.00
10	Planting Bed	SF	1	3.00

**ALTERNATES**

The following bid alternates are provided to assist the City of Garden City in selecting scope that is desired but not required for this project.

Unit prices shall include all delivery, labor, overhead, profit, materials, equipment, removal, etc, to cover the finished work. The following unit prices are requested if the scope of work is changed after contract execution from what is indicated on contract documents and drawings.

**ALTERNATE #1 - RESTROOM AND SHELTER**

ITEM	DESCRIPTION	UNIT	QTY	EXTENDED PRICE
1	Lump Sum Alternate #1	LS	1	540,500.00
<b>TOTAL ALERNATE #1 BID</b>				540,500.00

**ALTERNATE #1 BREAKDOWN**

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE
1	<b>Earthwork:</b> Imported fill and fine grading	LS	1	8,500.00
2	<b>Utilities:</b> Install Electrical conduit and point of connection, Sanitary Sewer and Point of connection, Water Line and point of connection	LS	1	7,500.00
3	<b>Restroom and Storage:</b> Foundations and structure, plumbing and light fixtures, complete build out	LS	1	411,600.00
4	<b>Shelter:</b> Foundations, structure, electrical conduit, and fixtures	LS	1	73,900.00
5	<b>Pavement:</b> Concrete paving	LS	1	14,500.00
6	<b>Furnishings:</b> Picnic Tables and Trash Receptacles	Ls	1	24,500.00
<b>TOTAL ALTERNATE #1 BID</b>				540,500.00



**ALTERNATE #2 - RESTROOM ONLY (NO SHELTER)**

ITEM	DESCRIPTION	UNIT	QTY	EXTENDED PRICE
1	Lump Sum Alternate #2	LS	1	442,100.00
TOTAL ALTERNATE #2 BID				442,100.00

**ALTERNATE #2 BREAKDOWN**

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE
1	<b>Earthwork:</b> Imported fill and fine grading	LS	1	8,500.00
2	<b>Utilities:</b> Install Electrical conduit and point of connection, Sanitary Sewer and Point of connection, Water Line and point of connection	LS	1	7,500.00
3	<b>Restroom and Storage:</b> Foundations and structure, plumbing and light fixtures, complete build out	LS	1	411,600.00
5	<b>Pavement:</b> Concrete paving	LS	1	14,500.00
TOTAL ALTERNATE #2 BID				442,100.00

**ALTERNATE #3 - SAFETY FOAM IN LIEU OF P.I.P AT ARTIFICIAL TURF**

ITEM	DESCRIPTION	UNIT	QTY	EXTENDED PRICE
1	Lump Sum Alternate #3	LS	1	no bid
TOTAL ALTERNATE #3 BID				no bid

No breakdown for Alternate #3 needed.

ML

**SUBCONTRACTOR APPROVAL FORM**

This report must accompany and be part of the sealed bid proposal.

1. Name of Bidder: Lee Construction Inc.
2. Address Bidder: 413 Campus Dr. Suite 101  
Garden City KS 67846 (620) 276-6811  
City State Zip Phone

3. The above-named bidder intends to subcontract for materials, services, supplies, specialty contractors, etc., in the following fashion:

<u>Names and Addresses of Subcontractor Which the Contractor Anticipates Utilizing</u>	<u>Nature of Participation</u>	<u>\$ Value of Subcontractor</u>
<u>Mesa Plumbing</u>	<u>Plumbing</u>	<u>                    </u>
<u>Unger's Heating and Air Conditioning, Inc</u>	<u>HVAC</u>	<u>                    </u>
<u>Davis Electric Inc</u>	<u>Electrical</u>	<u>                    </u>
<u>Brick &amp; Block Works</u>	<u>Masonry</u>	<u>                    </u>

A. Total of Above                     

B. Total Bid Amount                     

Subcontractor Utilization as a % of Total Bid Amount:  $(A/B \times 100)$                      

Matt Lee, Vice President  
Name/Authorized Officer of Bidder

Matt Lee  
Signature-Office Bidder

01/16/2024  
Date

**Statement of Qualifications**  
(To be submitted by the Bidder with Bid)

All questions must be answered, and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Company Name Lee Construction Inc.  
Phone Number and Fax (620)276-6811 (620)276-3980
2. Permanent Main Office Address 413 Campus Dr. Suite 101  
Garden City, KS 67846
3. Year/Month Organized 11/1976
4. If a corporation, where incorporated Kansas
5. Number of years in business 47

If not under present firm name, list previous firm names and types of organizations.

N/A

6. Contracts on hand (complete the following schedule)

Project & Address	Owner	Owner's Representative	Contract Amount	% Complete
Sports of the World Garden City, KS	Dick Construction	Dick Construction Connie Munoz	1,843,993	51%
SE. Park Phase 3 Garden City, KS	City of G.C.	Lance Klien	610,210	71%
Kansas Food Bank Garden City, KS	Kansas Food Bank	Ervin Walker	2,622,569	83%

7. General character of work performed by your company General Contractor,  
Utilities - Water, Sewer, concrete work, dirt work
8. Have you ever failed to complete any work awarded to you? If so, why? No
9. Have you ever defaulted on a contract? If so, why? No

continued on next page.

10. The following are the most relevant projects completed in the last five (5) years. Attach additional sheets if necessary.

11. City/County Contractor's License Number CL 21-000130  
Or if license not held in jurisdiction, provide evidence of ability to obtain.

Site	Owner	Representative	Address	Date Completed
SEE ATTACHED				

12. By submitting this bid to the City, the City reserves the right to request a detailed financial Statement to be furnished prior to Contractor selection.

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City in verification of the recitals comprising this Statement of Bidder's Qualifications.

Date at 8:00AM this 16<sup>th</sup> day of January, ~~2023~~ 2024.

Name of Bidder Lee Construction, Inc.

By: Matt Lee

Title: Vice-President

Lee Construction, Inc. - 2023 KDOT Prequal  
Projects completed or under progress within the last two (2) Years  
12. SECTION E (Page 3)  
As of 12/31/2022

Job Description	Owner	Completed Date	Est. Comp. Date	% Complete	Contract Amount
20-407 Tatro Headquarters	Tatro, Inc	12/2022		100%	\$ 1,860,900.00
21-410 Sunflower Crossing Residential Development	Jet Properties	2022		100%	\$ 1,156,900.00
21-414 Croell Redi-Mix Facility	Croell	2022		100%	\$ 521,486.00
21-415 Mollett - Empirical Site Utilities	Mollett	06/2024		99%	\$ 1,240,320.00
21-138 Syracuse - Concrete Low Water Crossing	State of Kansas	2022		100%	\$ 66,690.00
21-139 Fagen - Garden City Bonanza	Fagen, Inc.	2022		100%	\$ 80,149.11
21-149 Sunflower - Cimarron Crossing Bldg Add	Sunflower Electric	2022		100%	\$ 79,915.00
21-152 4PC - Tech Guard Shack Project	4PC - Sunflower Electric	2022		100%	\$ 19,650.00
21-157 Waither Farms - Potato Farm	FLV Ventures	2022		100%	\$ 86,232.00
22-418 Garden City Booster Pump Station	City of Garden City, Kansas	10/2023		100%	\$ 849,932.00
22-419 Kanamak Metal Building	Kanamak, Garden City KS	08/2023		100%	\$ 1,325,253.25
22-421 Mollett Empirical Rail Scale Building	Mollett	04/2024		99%	\$ 691,400.00
22-422 Sports of the World	Dick Construction -	07/2024		51%	\$ 1,660,707.00
22-121 4PC - Doors - Chmelka Road	4PC - Sunflower Electric	04/2023		100%	\$ 56,875.00
22-144 City of Garden City - Jameson	City of Garden City, Kansas	09/2023		100%	\$ 300,414.00
22-151 City of Deerfield 4" Water Line	City of Deerfield, Kansas	01/2023		100%	\$ 15,600.00
23-423 Midwest PMS Office Remodel	Midwest PMS, Garden City KS	05/2023		100%	\$ 115,633.25

Lee Construction, Inc. - 2022 KDOT Prequal  
Projects completed or under progress within the last two (2) Years  
12. SECTION E (Page 3)  
As of 12/31/2021

Job Description	Owner	Completed Date	Est. Comp. Date	% Complete	Contract Amount
APC, Inc. Building Expansion	APC, Inc.	2020		100%	\$ 1,242,589.00
Claflin Municipal Water Well Treatment	City of Claflin, Kansas	2020		100%	\$ 580,260.00
Animal Health Warehouse	Rean & Jill Wessels	2020		100%	\$ 370,032.00
Third Street Daycare Remodel	Business Mgmt Services Inc. Investments	2020		100%	\$ 355,110.00
Nor-Am Dodge City, KS Utilities	Tippmann Design Build/Nor-Am Dodge Ci	2020		100%	\$ 617,717.00
20-396 Empirical Security Building	Empirical Foods	2020		100%	\$ 338,312.00
20-397 Hugoton Waterline 2020	City of Hugoton	2021		93%	\$ 1,383,009.00
20-401 Fagen Inc. - Seaboard Utilities @ Hugoton	Seaboard Utilities	2021		64%	\$ 1,027,581.00
20-403 City of Scott City - W. Force Main	City of Scott City, Kansas	2020		100%	\$ 93,496.00
20-405 McCrown Gordon - Garden City Pool Utilities	City of Garden City, Kansas	2021		16%	\$ 136,301.00
20-406 Mollett - Empirical Building & Electrical Vault	Empirical Foods	2021		52%	\$ 213,167.00
20-407 Tatro Headquarters	Tatro, Inc	2022		86%	\$ 1,860,900.00
21-408 Midwest PMS-Concrete Entrance & Dirt Road	Midwest PMS	2021		100%	\$ 121,633.00
21-410 Sunflower Crossing Residential Development	Jet Properties	2022		55%	\$ 1,156,900.00
21-411 Garden City - SE Park Improvements	City of Garden City, Kansas	2021		100%	\$ 453,803.55
21-412 City of Dighton	City of Dighton, KS	2021		100%	\$ 149,338.00
21-413 Bonanza Road	Bonanza, LLC	2021		100%	\$ 284,400.00
21-414 Croell Redi-Mix Facility	Croell	2022		15.80%	\$ 521,486.00
21-415 Mollett - Empirical Site Utilities	Mollett		4/1/2023	18.30%	\$ 1,240,320.00
21-114 City of Lakin - RO Plant	City of Lakin	2021		100%	\$ 108,282.00
21-138 Syracuse - Concrete Low Water Crossing	State of Kansas	2022		24.00%	\$ 66,690.00
21-139 Fagen - Garden City Bonanza	Fagen, Inc.	2022		63%	\$ 80,149.11
21-142 Bonanza Fire Line	Bonanza, LLC	2021		100%	\$ 51,213.00
21-148 Sunflower - Spearville Doors	Sunflower Electric		3/1/2023	100%	\$ 29,010.00
21-149 Sunflower - Cimarron Crossing Bldg Add	Sunflower Electric	2022		71%	\$ 79,915.00
21-152 4PC - Tech Guard Shack Project	4PC - Sunflower Electric	2022		0%	\$ 19,650.00
21-157 Waiter Farms - Potato Farm	FLV Ventures	2022		71%	\$ 86,232.00



## Lee Construction, Inc. - 2021 KDOT Prequal

### Projects completed or under progress within the last two (2) Years

#### 12. SECTION E (Page 3)

Job Description	Owner	Completed Date	Est. Comp. Date	% Complete	Contract Amount
Hugoton Airport Paving	Steven County	2019		100%	\$ 223,580.00
Jetmore Waterline Improvements	City of Jetmore	2019		100%	\$ 1,063,860.00
Jaco-Russel Child Site Utilitites	Russell Child Development Center	2019		100%	\$ 279,765.00
Nutrien Ag Solutions - New Buildings	Nutrien Ag. Solutions	2019		100%	\$ 420,485.00
Chappel Heights Utilities 3rd Addition	Bernard Chappel	2019		100%	\$ 344,598.00
Hydro-Hugoton Well House #16	City of Hugoton	2019		100%	\$ 33,529.00
Nutrien Building Addition	Nutrien Ag Solutions	2019		100%	\$ 103,768.00
Garden City Community College-Tunnel Lid Replacement	Garden City Community College	2019		100%	\$ 146,800.00
KWIK Shop Utilities - Garden City	Dillion's Companies	2019		100%	\$ 252,170.00
Dillon's -Remove & Replace Concrete Parking Lot	Dillion's Companies	2019		100%	\$ 187,260.00
Scooters New Building, Garden City, KS	Higher Ground LLC	2019		100%	\$ 337,120.00
Lakin Drainage Improvements	City of Lakin, Kansas	2019		100%	\$ 132,887.00
APC, Inc. Building Expansion	APC, Inc.	2020		100%	\$ 1,242,589.00
Claflin Municipal Water Well Treatment	City of Claflin, Kansas	2020		100%	\$ 580,260.00
Holcomb Middle School Paving	USD#363-Holcomb, Kansas	2019		100%	\$ 234,930.00
Animal Health Warehouse	Rean & Jill Wessels	2020		100%	\$ 370,032.00
Third Street Daycare Remodel	Business Mgmt Services Inc. Investments	2020		100%	\$ 355,110.00
Nor-Am Dodge City, KS Utilities	Tippmann Design Build/Nor-Am Dodge Ci	2020		100%	\$ 617,717.00
Western Hydro-Remodel & Fencing	Western Hydro Corporation	2019		100%	\$ 76,180.00
Midwest PMS-Concrete Work	Midwest PMS	2019		100%	\$ 118,040.00
Sunflower -Rodkey Road Substation	Sunflower Electric Cooperative, Inc.	2019		100%	\$ 56,300.00
Coca-Cola Remodel	Coca-Cola Bottling Co.	2019		100%	\$ 74,535.00
Empirical Security Building	Empirical Foods	2020		100%	\$ 338,312.00
Hugoton Waterline 2020	City of Hugoton		2021	93%	\$ 1,383,009.00
Fagen Inc. - Seaboard Utilities @ Hugoton	Seaboard Utilities		2021	64%	\$ 1,027,581.00
City of Scott City - W. Force Main	City of Scott City, Kansas	2020		100%	\$ 93,496.00
McCrown Gordon - Garden City Pool Utilities	City of Garden City, Kansas		2021	16%	\$ 136,301.00
Mollet - Empirical Building & Electrical Vault	Empirical Foods		2021	52%	\$ 213,167.00

## Lee Construction, Inc. - 2020

### Projects completed or under progress within the last two (2) Years

#### 12. SECTION E (Page 3)

Job Description	Owner	Completed Date	Est. Comp. Date	% Complete	Contract Amount
Hugoton Airport Paving	Steven County		2019	100%	\$ 223,580.00
Jetmore Waterline Improvements	City of Jetmore		2019	100%	\$ 1,063,860.00
Campus Drive Alley Paving	Fry Eye Associates & Lee Properties			100%	\$ 136,756.00
Jaco-Russel Child Site Utilites	Russell Child Development Center	2018	2019	100%	\$ 279,765.00
American Impletemet Garden City - Office Remodel	American Implement	2018		100%	\$ 109,325.00
Nutrien Ag Solutions - New Buildings	Nutrien Ag. Solutions		2019	100%	\$ 420,485.00
Chappel Heights Utilities 3rd Addition	Bernard Chappel		2019	100%	\$ 344,598.00
Midwest PMS - Liquid Storage Tank Pads	Midwest PMS	2018		100%	\$ 132,100.00
Midwest PMS-Concrete Tank Pads	Midwest PMS	2018		100%	\$ 21,475.00
Wheatland Electric -Install 12" HDPE	Wheatland Electric Cooperative	2018		100%	\$ 21,490.00
Scott Pro-Block Office Wall	Scott Pro	2018		100%	\$ 21,200.00
City of Garden City - Pioneer Bldg. Roof Repair	City of Garden City	2018		100%	\$ 30,810.00
St. Catherine Hosp. - Women's Clinic Remodel	Centura Health	2018		100%	\$ 38,040.00
City Hugoton - Forcemain	City of Hugoton	2018		100%	\$ 65,960.00
USD#457 -Plymell Parking Lot Improvements	USD#457 Garden City, KS	2018		100%	\$ 74,280.00
ICM-Reeve's Grouting & Base Pump Pads	Reeve Agri Energy	2018		100%	\$ 48,145.00
Garden City Coop-Deomlition	Garden City Coop	2018		100%	\$ 39,285.00
Hydro-Hugoton Well House #16	City of Hugoton	2019		100%	\$ 33,529.00
Nutrien Building Addition	Nutrien Ag Solutions	2019		100%	\$ 103,768.00
Garden City Community College-Tunnel Lid Replacement	Garden City Community College	2019		100%	\$ 146,800.00
KWIK Shop Utilities - Garden City	Dillion's Companies	2019		100%	\$ 252,170.00
Dillon's -Remove & Replace Concrete Parking Lot	Dillion's Companies	2019		100%	\$ 187,260.00
Scooters New Building, Garden City, KS	Higher Ground LLC	2019		100%	\$ 337,120.00
Lakin Drainage Improvements	City of Lakin, Kansas	2019		100%	\$ 132,887.00
APC, Inc. Building Expansion	APC, Inc.		2020	80%	\$ 1,242,589.00
Clafin Municipal Water Well Treatment	City of Clafin, Kansas		2020	85%	\$ 580,260.00
Holcomb Middle School Paving	USD#363-Holcomb, Kansas	2019		100%	\$ 234,930.00
Animal Health Warehouse	Rean & Jill Wessels		2020	45%	\$ 370,032.00
Third Street Daycare Remodel	Business Mgmt Services Inc. Investments		2020	10%	\$ 355,110.00



**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

**Sandra Burnett**

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

Surety Bond #: Bid Bond  
Principal: Lee Construction, Inc.  
Obligee: The City of Garden City, Kansas

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 16th day of January, 2024.

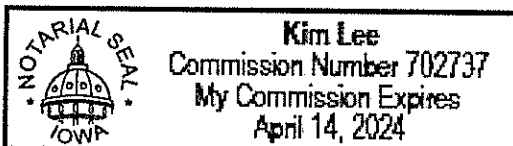


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 16th day of January, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

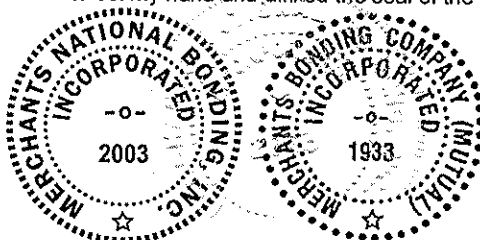


(Expiration of notary's commission  
does not invalidate this instrument)

*Kim Lee*  
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of January, 2024.



*William Warner Jr.*  
Secretary



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Jared Kuhlmann, Finance Director  
**DATE:** March 5, 2024  
**RE:** STAR Bond District - Food and Food Ingredients Sales Tax Reduction Certification

---

### **ISSUE:**

The Governing Body is asked to consider and approve the Mayor to sign the Certificate to the Director of Accounts and Reports, Kansas Department of Revenue, Regarding Sales Tax Revenue Reduction Due to Changes in State Sales Tax for Food and Food Ingredients.

### **BACKGROUND:**

As provided in Section 13 of 2022 HB 2510, the governing body of each city or county that has established a STAR bond district is required on July 1, 2023 and January 1, 2024, to certify to the Director of Accounts and Reports the amount equal to the amount by which revenues realized from sales tax was reduced for the preceding six-month period due to legislative changes in the state sales tax for food and food ingredients. The reduction amount for the Garden City STAR Bond Project, as provided by the Kansas Department of Revenue, for the period of July 1, 2023 - December 31, 2023 is \$17,262.14.

### **ALTERNATIVES:**

1. The Governing body may authorize the Mayor to sign the Certification Notice to the Kansas Department of Revenue.
2. The Governing body may not authorize the Mayor to sign the Certification notice to the Kansas Department of Revenue.

### **RECOMMENDATION:**

Staff recommends the Governing Body authorize the Mayor to sign the Certification Notice to the Kansas Department of Revenue.

### **FISCAL NOTE:**

Upon submission of the Certification Notice to the Department of Revenue, the value of the reduced revenue will be distributed to the Kansas Department of Revenue and applied to the sales tax proceeds account for the Sports of the World STAR Bond Project. These proceeds are used to pay the debt service of the STAR Bonds.

There is no fiscal impact to the City of Garden City.

### **ATTACHMENTS:**

Description	Upload Date	Type
Food and Food Ingredients Sales Tax Reduction		

Certification	2/29/2024	Backup Material
Letter from KDOR - STAR Bond Sales Tax for Food and Food Ingredients	2/29/2024	Backup Material

CERTIFICATE TO THE DIRECTOR OF ACCOUNTS AND REPORTS, KANSAS  
DEPARTMENT OF ADMINISTRATION, REGARDING SALES TAX REVENUE  
REDUCTION DUE TO CHANGES IN STATE SALES TAX FOR FOOD AND FOOD  
INGREDIENTS

GARDEN CITY, KANSAS - SPORTS OF THE WORLD STAR BOND DISTRICT

STATE OF KANSAS            )  
                                      )  
COUNTY OF FINNEY        )       ss:

I, Manuel F. Ortiz, Mayor of the City of Garden City, Kansas (the "City") am authorized to and here certify on behalf of the governing body of the City, and pursuant to the requirements of Section 13 of 2022 HB 2510 of the Kansas Legislature, that the reduction in revenue realized from sales tax levied in the Sports of the World STAR Bond District in the City attributable to legislative changes in state sales tax for food and food ingredients for the 6-month period July 1, 2023 to December 31, 2023, is the amount of \$17,262.14. This certification is made in reliance on information provided to the City by the Kansas Department of Revenue in a letter addressed to the City Manager and dated January 5, 2024.

IN WITNESS WHEREOF, I have executed this Certificate as authorized by and on behalf of the governing body of the City on March 5, 2024.

CITY OF GARDEN CITY, KANSAS

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

Policy and Research  
109 SW 9<sup>th</sup> Street  
PO Box 3506  
Topeka KS 66601-3506  
Mark Burghart, Secretary



Phone: 785-296-2365  
Fax: 785-296-2320  
[www.ksrevenue.org](http://www.ksrevenue.org)  
Laura Kelly, Governor

January 5, 2024

Matt Allen, City Manager  
City of Garden City  
301 N 8<sup>th</sup> St.  
Garden City, Kansas 67846

Dear Matt,

As provided in Section 13 of 2022 HB 2510, the governing body of each city or county that has established a STAR bond project district is required on July 1, 2023 and January 1, 2024, to certify to the Director of Accounts and Reports the amount equal to the amount by which revenues realized from sales tax was reduced for the preceding six-month period due to legislative changes in the state sales tax for food and food ingredients. The reduction amount for the project(s) approved by the city of Garden City for the period of July 1 – December 31, 2023, are as follows:

Garden City    \$17,262.14

Please direct your certification documentation to:

Nancy Ruoff, Director  
Office of Accounts and Reports  
Kansas Department of Administration  
Eisenhower State Office Building  
700 SW Harrison Street  
Topeka, Kansas 66603  
[Nancy.Ruoff@ks.gov](mailto:Nancy.Ruoff@ks.gov)

For questions regarding the certification process, please contact Amanda Fowler at (785) 296-7458 or [Amanda.L.Fowler@ks.gov](mailto:Amanda.L.Fowler@ks.gov)

Sincerely,

Amy Kramer, Financial Economist  
Kansas Department of Revenue



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Mike Muirhead, Director of Public Works and Utilities.  
**DATE:** March 5, 2024  
**RE:** Infrastructure Improvement Agreement with Maverik, INC.

---

### **ISSUE:**

The Governing Body is asked to consider and approve an Infrastructure Improvement Agreement with Maverik, Inc. for work to be done on East Mary Street.

### **BACKGROUND:**

Maverik Inc. is under contract to purchase certain real property located on East Mary Street, which is to be developed into a commercial property. The city desires to modify certain geometric design elements and related infrastructure for a small portion of East Mary Street that is adjacent to the proposed development and desires for this work to be performed by the contractors who will already be on-site to perform work for the development. This work shall generally consist of the realignment of the Chicane, the realignment of the North curb line on East Mary Street, and the widening of the road surface.

This proposed agreement, if approved today by the Governing Body agrees that the City will reimburse the Developer for the costs associated with this work up to a certain not-to-exceed amount of \$90,000.00.

Wilson and Company have provided their estimate of \$86,068.23 for the work to be done, and the developers' engineers also agreed with the estimated cost to have the work completed. All of the work will be completed in accordance with the General Improvements Handbook along with inspections by city staff to ensure compliance.

### **ALTERNATIVES:**

1. The Governing Body may choose to approve the Infrastructure Improvement Agreement with Maverik, INC. with a price not to exceed \$90,000.00.
2. The Governing Body may choose not to approve the Infrastructure Improvement Agreement with Maverik, INC. with a price not to exceed \$90,000.00.
3. The Governing Body may choose not to approve the agreement, and not have the proposed work done at this time.

### **RECOMMENDATION:**

Staff recommends approval of the Infrastructure Improvement Agreement with Maverik, INC., with a price not to exceed \$90,000.00.

### **FISCAL NOTE:**

Funding for this project will come from Material Street Repair 30341102-5656 which has a current

balance of \$443,915.03.

**ATTACHMENTS:**

Description	Upload Date	Type
Infrastructure Improvement Agreement with Maverick	2/29/2024	Backup Material

**INFRASTRUCTURE IMPROVEMENT AGREEMENT**  
**MAVERIK GAS STATION**

THIS INFRASTRUCTURE IMPROVEMENT AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF GARDEN CITY, KANSAS, a Kansas municipal corporation ("CITY"), and MAVERIK, INC., a Utah for-profit corporation ("DEVELOPER"), together collectively referred to as the "Parties".

**RECITALS**

A. DEVELOPER is under contract to purchase certain real property, as more particularly described herein, that is situated in Garden City, Finney County, Kansas and is to be developed into a commercial property.

B. CITY desires to modify certain geometric design elements and related infrastructure for a small portion East Mary Street that is located near the commercial developer site and desires for this work to be performed by the contractors who will already be on-site to perform work on behalf of DEVELOPER.

C. CITY has agreed to reimburse DEVELOPER for the costs associated with this work up to a certain not-to-exceed amount.

D. CITY desires for this work to be governed by and comply with the Code of Ordinances of the City of Garden City, Kansas and any regulations, rules, policies, and specifications of CITY.

E. CITY and DEVELOPER acknowledge that modifying the geometric design elements of East Mary Street pursuant to this Agreement will be a benefit to DEVELOPER, the real property of DEVELOPER, and the general public.

F. 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 modification of certain geometric design elements and related infrastructure for East Mary Street, as further set forth herein.

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. **PROPERTY.** The real property subject to this Agreement is generally located in the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Four (4), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6<sup>th</sup> P.M. in Finney County, Kansas at the intersection of Buffalo Way Boulevard and East Mary Street in Garden City, Finney County, Kansas and is more particularly described as follows:

**Lot 1, Block 2 of the Buffalo Addition, according to the recorded plat thereof, in Garden City, Finney County, Kansas ("Property").**

2. **PROJECT.** The subject matter of this Agreement shall be the modification of the geometric design elements and related infrastructure for a portion of East Mary Street that generally runs along the South boundary line of the Property, which shall generally consist of the realignment of the Chicane, the realignment of the North curb line, and the widening of the road surface ("Project"). For the purposes of this Agreement, the term "Chicane" shall mean the short, horizontal displacement of East Mary Street along the South boundary line of the Property that results in the curvilinear alignment of the roadway.



3. **INFRASTRUCTURE IMPROVEMENTS.** The specific infrastructure improvements required for the Project shall generally consist of: (a) removal of the existing curb and gutter; (b) construction of new curb and gutter; (c) removal of existing pavement; (d) installation of new pavement base; (e) construction of new pavement; (f) removal of existing drainage inlets; (g) construction of new drainage inlets; (h) extension of existing storm sewer lateral pipe; and (i) all other incidental and appurtenant work required to complete any such improvements ("Infrastructure Improvements"). In addition thereto, the Infrastructure Improvements shall consist of any additional or different work that may be required by CITY pursuant to: (j) the *General Improvements Handbook* of CITY; or (k) any plan, drawing, or document related to the design of the Project or any Infrastructure Improvements that is approved by CITY pursuant to the site plan review process of Section 1.090 of the Zoning Regulations of CITY, including any subsequent revisions to such plans that are approved by CITY ("Plans"). The Plans are hereby incorporated by reference as if fully set forth herein. For the purposes of this Agreement, the term "Project" shall include any Infrastructure Improvements.

4. **SCOPE EXCLUSIONS.** Nothing in this Agreement is intended to, nor shall be construed to, authorize or approve DEVELOPER to construct any improvement or undergo any development activity that is not specifically designated as Infrastructure Improvements herein. Nothing in this Agreement shall be construed to in any way limit, bar, or waive any right, authority, or ability of CITY to require DEVELOPER to construct any improvement or undergo any other development activity that is not specifically designated as Infrastructure Improvements herein. Without limiting any of the foregoing, CITY will require DEVELOPER to make other improvements to East Mary Street and Buffalo Way Boulevard as part of the site plan review process of Section 1.090 of the Zoning Regulations of CITY and the traffic impact study process of CITY and any such improvements shall not be construed as being within the scope of Infrastructure Improvements or this Agreement.

5. **CONSTRUCTION HOURS.** CITY shall, in the sole discretion of CITY after consultation with the Board of Education of Unified School District No. 457 ("USD 457"), prepare a construction schedule setting forth the authorized hours and days for construction in relation to the Property, including, but not limited to, the Project, and any such schedule, including any amendments thereto, is hereby incorporated by reference as if fully set forth herein ("Construction Schedule"). DEVELOPER shall not perform, or have performed on its behalf, any construction activities in relation to the Property, including, but not limited to, the Project, on any day or at any time that is not authorized pursuant to the Construction Schedule. DEVELOPER shall ensure that each of its contractors, subcontractors, and agents comply with the Construction Schedule. Notwithstanding Subparagraph (f) of Paragraph 27, Modifications, herein, the Construction Schedule may be amended by CITY at any time, in the sole discretion of CITY after consultation with USD 457, and upon written notice to DEVELOPER. Failure of DEVELOPER to comply any provision of this paragraph shall constitute a breach of this Agreement and, in addition to any other remedies, shall authorize CITY to issue a stop work order for any work on the Project.

6. **INTERFERENCE WITH TRAFFIC.** Notwithstanding Paragraph 5, Construction Hours, herein, DEVELOPER shall not perform, or have performed on its behalf, any construction activities in relation to the Property, including, but not limited to, the Project, that, in the sole discretion of the City Manager, prevents, disturbs, or limits access by motorized vehicles from East Mary Street or Buffalo Way Boulevard to the real property of USD 457 located at 2720 Buffalo Way Boulevard, Garden City, Kansas 67846. Failure of DEVELOPER to comply any provision of this paragraph shall constitute a breach of this Agreement and, in addition to any other remedies, shall authorize CITY to issue a stop work order for any work on the Project.

7. **CONSTRUCTION COMPLIANCE.** The Project and any Infrastructure Improvements shall be constructed in compliance with: (a) the *General Improvements Handbook* of CITY; (b) any applicable provisions of any ordinance, law, or regulation of any local, state, or federal government, or agency thereof, including, but not limited to, the Code of Ordinances of the City of Garden City, Kansas ("City Code"); and (c) the Plans ("Plans").

8. **RESPONSIBILITY FOR THE ADEQUACY OF DESIGN.** Any review performed by the City Engineer or CITY, including any of its employees, consultants, or agents, of any of the Plans submitted by DEVELOPER or its design professional is not intended to be and shall not be construed as CITY or the City Engineer undertaking, or otherwise assuming, any duty of DEVELOPER or its design professional to provide adequate and accurate Plans or to ensure that any such Plans conform with all applicable ordinances, laws, and regulations or with any design criteria established thereby or by this Agreement. The City Engineer and CITY, and any of its employees, consultants, and agents, make no representation, express warranty, or implied warranty to any person, corporation, company, association, firm, partnership, business trust, estate, joint venture, cooperative, or any legal or commercial entity concerning the adequacy or accuracy of any such Plans or any other work performed by DEVELOPER or its design professional. In the event that the City Engineer or CITY, or any of its employees, consultants, or agents, reviews or approves any such Plan that does not conform with any applicable ordinances, laws, and regulations or does not conform with any design criteria established thereby or by this Agreement, any such review or approval shall not constitute a waiver by the City Engineer or CITY of any such requirement, unless expressly waived in writing by CITY. Nothing in this Agreement shall limit any immunity or rights of the City under the Kansas Torts Claims Act. The provisions of this paragraph shall survive any termination or expiration of this Agreement.

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

10. **CONSTRUCTION MANAGEMENT.** The construction of the Project and any Infrastructure Improvements shall be managed by DEVELOPER, subject to Paragraph 9, Inspections and Testing, herein and Paragraph 7, Construction Compliance, herein.

11. **COMMENCEMENT OF CONSTRUCTION.** No construction of the Project or any Infrastructure Improvements shall commence until: (a) DEVELOPER has provided and CITY has accepted a performance bond pursuant to Paragraph 18, Performance Bond, herein; (b) DEVELOPER complies with the provisions of Subparagraph (a) of Paragraph 20, Erosion Control, herein; and (c) the issuance of a building permit to DEVELOPER for the construction of improvements and development activities occurring on the Property pursuant to the site plan review process of Section 1.090 of the Zoning Regulations of CITY, which shall include the review and approval of any Infrastructure Improvements.

12. **ACCEPTANCE OF CONSTRUCTION.** Director of Public Works & Utilities of CITY shall accept all Infrastructure Improvements for purposes of title and maintenance after the occurrence of each of the following events: (a) the Infrastructure Improvements have been constructed to full completion and in compliance with any specifications or requirements pursuant to Paragraph 7, Construction Compliance, herein, as determined in the sole discretion of the Director of Public Works & Utilities of CITY; (b) the Infrastructure Improvements have passed all inspections and testing required by CITY pursuant to Paragraph 9, Inspections and Testing, herein; and (c) DEVELOPER has provided and CITY has accepted a maintenance bond pursuant to Paragraph 19, Maintenance Bond, herein. No such acceptance shall be effective unless memorialized in a writing signed by the Director of Public Works & Utilities of CITY. DEVELOPER acknowledges and agrees that, after such acceptance, all right, title, and interest in and to the Project and any Infrastructure Improvements shall remain that of CITY and that DEVELOPER shall have no right, title, or interest therein.

13. **CONSTRUCTION COSTS.** Subject to the reimbursement and true-up provisions of Paragraphs XX and XX, Reimbursement and True-Up, respectively, herein, DEVELOPER shall be responsible for the payment of any construction costs related to the Project and the Infrastructure Improvements, including, but not limited to, any costs associated with delays as provided for in Paragraph 25, Indemnification; Delays, herein and any costs related to any errors or omissions contained in any of the Plans submitted by DEVELOPER or its design professional.

14. **REIMBURSEMENT.** The amount of reimbursement to be paid by CITY to DEVELOPER for Construction Costs shall in no event exceed **Ninety Thousand Dollars (\$90,000.00)** ("Not-to-Exceed Amount"). CITY shall pay to DEVELOPER a sum equal to the amount of Construction Costs but not to exceed the Not-to-Exceed Amount ("Reimbursement Price"). DEVELOPER shall not seek reimbursement from CITY and CITY shall be under no obligation to pay DEVELOPER for any amount of Construction Costs that is greater than the Not-to-Exceed Amount, except as provided for in Paragraph 15, True-Up, herein. DEVELOPER shall make any request to CITY for payment of the Reimbursement Price by submitting two (2) separate invoices, with one invoice exclusively for materials cost and a separate invoice exclusively for labor costs, to the Director of Public Works & Utilities of CITY at mike.muirhead@gardencityks.us ("Reimbursement Invoices"). CITY shall pay the Reimbursement Price within a reasonable time after: (a) CITY has received all Reimbursement Invoices; and (b) all Infrastructure Improvements have been accepted pursuant to Paragraph 12, Acceptance of Construction, herein.

15. **TRUE-UP.** In the event that the Director of Public Works & Utilities of CITY and DEVELOPER agree, in writing, for CITY to pay an amount of Construction Costs in excess of the Not-to-Exceed Amount, CITY shall pay DEVELOPER for the difference in cost ("True-Up Cost"). CITY shall pay any True-Up Cost to DEVELOPER within a reasonable time after CITY has paid the Reimbursement Price to DEVELOPER.

16. **CERTIFICATE OF OCCUPANCY.** CITY shall have no obligation to issue a certificate of occupancy for any building or other structure on the Property until all Infrastructure Improvements have been accepted pursuant to Paragraph 12, Acceptance of Construction, herein and, in relation to the public improvements occurring on the Property, i.e. those public improvements that are not specifically designated as Infrastructure Improvements herein, until: (a) the public improvements occurring on the Property have been constructed to full completion and in accordance with the final and approved specifications relating thereto; (b) the public improvements occurring on the Property have passed all inspections required by CITY; (c) DEVELOPER has provided and the City has accepted a maintenance bond pursuant to Section 70-2:7.160 of the Subdivision Regulations or a maintenance bond alternative pursuant to Section 70-2:7.170 of the Subdivision Regulations for the public improvements occurring on the Property; and (d) the City Engineer and the Director of the Neighborhood & Development Services department of CITY have accepted all public improvements occurring on the Property for purposes of title and maintenance.

17. **SUBDIVISION REGULATIONS NOT AFFECTED.** The provisions of the Subdivision Regulations of the City of Garden City, Kansas, and amendments thereto ("Subdivision Regulations") shall remain in effect and shall apply to the Project, notwithstanding this Agreement, unless any such provision is specifically amended, changed, deleted, added to, or supplemented by this Agreement. Nothing in this Agreement shall be construed to in any way limit, bar, or waive any right, authority, or ability of CITY to enforce any provision of the Subdivision Regulations that is not specifically amended, changed, deleted, added to, or supplemented in this Agreement.

18. **PERFORMANCE BOND.** DEVELOPER shall, at its own cost, guarantee the completion of the Infrastructure Improvements, according to any specifications and requirements pursuant to Paragraph 7, Construction Compliance, herein by providing a corporate surety performance bond that: (a) names the City of Garden City, Kansas as the sole obligee; (b) names DEVELOPER as the principal; (c) does not name any contractor or subcontractor as the principal; (d) is issued by a firm, which is authorized to do business in Kansas and is listed as a certified company on the annual Circular 570 of the United States Department of Treasury; (e) covers the period of time until all Infrastructure Improvements have been constructed to full completion and have been constructed in accordance with any and all specifications and requirements pursuant to Paragraph 7, Construction Compliance, herein; and (f) has a face value in an amount determined by and approved by the City Engineer in accordance with Subsection B of Section 70-2:7.150 of the Subdivision Regulations. In addition thereto, any such bond shall be subject to or otherwise comply with Subsection C of Section 70-2:7.150, Controlling Terms and Conditions, of the Subdivision Regulations. Notwithstanding the foregoing, DEVELOPER may elect to provide a bond alternative pursuant to Section 70-2:7.170 of the Subdivision Regulations, but only upon the condition that any such bond alternative complies with each provision included or referenced by this paragraph and with any applicable provision of the Subdivision Regulations.

19. **MAINTENANCE BOND.** DEVELOPER shall, at its own cost, guarantee the quality of the Infrastructure Improvements by providing a corporate surety maintenance bond that: (a) names the City of Garden City, Kansas as the sole obligee; (b) names DEVELOPER as the principal; (c) does not name any contractor or subcontractor as the principal; (d) is issued by a firm, which is authorized to do business in Kansas and is listed as a certified company on the annual Circular 570 of the United States Department of Treasury; (e) provides for the repair, replacement, or both the repair and replacement of all defects in the public improvements due to faulty materials and workmanship that appear within a maintenance period of at least one year from the date that the City Engineer and the Director of the Neighborhood & Development Services department have accepted all Infrastructure Improvements for purposes of title and maintenance pursuant to Paragraph 12, Acceptance of Construction, herein; and (f) has a face value in an amount determined by and approved by the City Engineer in accordance with Subsection B of Section 70-2:7.160 of the Subdivision Regulations. In addition thereto, any such bond shall be subject to or otherwise comply with Subsections C and E of Section 70-2:7.160, Controlling Terms and Conditions and Dual Bond; Duty to Update Bond, respectively, of the Subdivision Regulations. Notwithstanding the foregoing, DEVELOPER may elect to provide a bond alternative pursuant to Section 70-2:7.170 of the Subdivision Regulations, but only upon the condition that any such bond alternative complies with each provision included or referenced by this paragraph and with any applicable provision of the Subdivision Regulations.

20. **EROSION CONTROL.** The Parties agree that any erosion control in support of the Project shall be conducted as set forth in this paragraph and each of its subparagraphs.

- a. **PLAN & PERMIT.** Prior to the commencement of construction for the Project, DEVELOPER shall ensure that any work related to the Infrastructure Improvements is included within the scope of: (i) any *Stormwater Pollution Prevention Plan* approved by the Kansas Department of Health and Environment ("KDHE") that is issued for the construction of improvements and development activities occurring on the Property ("SWP2 Plan"), i.e. those improvements and development activities that are not specifically designated as Infrastructure Improvements herein; and (ii) any authorization to discharge stormwater runoff from KDHE pursuant to an approved *Notice of Intent for Authorization to Discharge Stormwater Runoff from Construction Activities* under the *Kansas Water Pollution Control and National Pollutant Discharge Elimination System Stormwater Runoff from Construction Activities General Permit*

that is issued for the construction of improvements and development activities occurring on the Property ("Authorization to Discharge"), i.e. those improvements and development activities that are not specifically designated as Infrastructure Improvements herein.

- b. **MAINTAINING PLAN & PERMIT.** DEVELOPER shall ensure that the SWP2 Plan and the Authorization to Discharge that are issued to DEVELOPER pursuant to Subparagraph (a) of this paragraph remain active and valid prior to and during construction of the Project. DEVELOPER shall amend the SWP2 Plan as necessary to comply with any requirements of KDHE prior to and during construction of the Project.
- c. **IMPLEMENTING PLAN & PERMIT.** Prior to and during construction of the Project, DEVELOPER shall comply with any and all provisions, conditions, requirements, limits, and certifications related to the *Kansas Water Pollution Control and National Pollutant Discharge Elimination System Stormwater Runoff from Construction Activities General Permit*, the SWP2 Plan, the Authorization to Discharge, and any other requirements of the KDHE, including, but not limited to, implementing and maintaining any Best Management Practices ("BMP's") on or along any areas of the Project. DEVELOPER shall be responsible for any repairs to the erosion control measures, pursuant to the SWP2 Plan, that are put in place by DEVELOPER and that are necessary for the installation of the Project and any Infrastructure Improvements.

21. **EFFECTIVE DATE.** The effective date of this Agreement shall be the date on which this Agreement is executed by the last of the two Parties ("Effective Date").

22. **TERM AND TERMINATION.** This Agreement shall continue from the Effective Date and shall not be terminated by either party, except in the case of termination due to default pursuant to Paragraph 23, Default, herein or in the case of automatic termination as further set forth in this paragraph. This Agreement shall terminate automatically upon the occurrence of each of the following: (a) full payment of the Reimbursement Price by CITY; and (b) full payment of any True-Up Cost, if applicable. Notwithstanding any of the foregoing provisions of this paragraph, the Parties may mutually agree to terminate this Agreement by written instrument signed by both Parties. Upon any termination of this Agreement pursuant to this paragraph, neither party shall have any further responsibility under this Agreement. Notwithstanding any of the foregoing provisions of this paragraph, the termination of this Agreement or any part thereof, by any means, shall not in any way terminate any provisions of this Agreement that, by their sense and context, are intended to survive the expiration or termination of this Agreement and any such provisions shall survive any such termination, including, but not limited to, the provisions of Paragraph 25, Indemnification; Delays, herein and each of its subparagraphs, unless any such provision is expressly stated in the written instrument signed by both Parties terminating this Agreement.

23. **DEFAULT.** Failure by either party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days after written notice thereof from the other Party shall constitute a default under this Agreement. Any such notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the thirty (30) days, the non-defaulting Party shall have all rights and remedies which may be available under law or equity including, without limitation, the right to institute an action for damage and to terminate this Agreement pursuant to Paragraph 22, Term and Termination, herein.

24. **NO AGENCY OR PARTNERSHIP.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any agency relationship or any partnership, joint venture, or any other business relationship between DEVELOPER and CITY.

25. **INDEMNIFICATION; DELAYS.** DEVELOPER for itself and on behalf of its owners, shareholders, members, directors, officers, employees, contractors, agents, representatives, trustees, administrators, parents, affiliates, divisions, subsidiaries, related companies, predecessors, successors, and assigns ("Indemnitor") shall indemnify, hold harmless, and defend CITY and any of its elected officials, employees, officers, directors, agents, contractors, and subcontractors ("Indemnitee") from and against any and all costs and expenses, including, but not limited to, reasonable attorney fees and court costs, and all other amounts that any Indemnitee is or may become obligated to pay on account of any and all demands, claims, liabilities, or losses of any third party directly arising, alleged to have arisen out of, been related to, or in any way connected with the acts or omissions, including, but not limited to, any negligent or wrongful acts or omissions, of any Indemnitor in relation to this Agreement, including, but not limited to: (a) any breach of this Agreement by INDEMNITOR; (b) any inadequacy, inaccuracy, or other deficiency of any Plans submitted by INDEMNITOR, including, but not limited to, its design professional; (c) any nonconformance of any Plans submitted by INDEMNITOR, including, but not limited to, its design professional, with any applicable ordinance, law, or regulation or with any design criteria established thereby or by this Agreement; (d) any invalidity of any Plans submitted by INDEMNITOR, including, but not limited to, its design professional, under any applicable ordinance, law, or regulation; (e) any delay or nonconformity in satisfying the provisions of Paragraph 20, Erosion Control, herein and each of its subparagraphs, including, but not limited to, delay or nonconformity relating to the SWP2 Plan or the Authorization to Discharge; and (f) any invalidity, unenforceability, illegality, or other deficiency relating to the SWP2 Plan or the Authorization to Discharge. Without limiting any of the foregoing, the provisions of this paragraph shall extend and apply to any delay, invalidity, unenforceability, illegality, or other deficiency that relates to the SWP2 Plan or the Authorization to Discharge and that is directly or indirectly caused by KDHE, any other agency of the State of Kansas, or any employee or agent thereof. The provisions of this paragraph shall apply regardless of whether such demands, claims, liabilities, or losses are for damages to property or for injury, illness, harm, or death of any person. The provisions of this paragraph shall survive any termination or expiration of this Agreement.

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

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

If to DEVELOPER:      Maverik, Inc.  
                                 Attn: Charles Maggelet  
                                 185 South State Street  
                                 Suite 800  
                                 Salt Lake, Utah 84111  
                                 Telephone: [REDACTED]  
                                 Email: [REDACTED]

27. **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) **JURISDICTION AND VENUE.** Any legal action to challenge or enforce the terms of the Agreement must be filed in the District Court of Finney County, Kansas. The parties hereto consent and agree to the exclusive jurisdiction of the State Courts sitting in Finney County, Kansas for all purposes.
- (c) **ATTORNEY FEES.** In the event that CITY takes any legal action to enforce or interpret the terms and conditions of this Agreement, whether through litigation or otherwise, including appeal, and in the event that CITY is a prevailing party, DEVELOPER shall be responsible for and shall pay all costs and expenses of CITY, including, but not limited to, reasonable attorney fees, court costs, and expert witness fees.
- (d) **WAIVER.** The rights and remedies of CITY under this Agreement, as well as those provided by law, shall be cumulative, and none shall be exclusive of any other rights or remedies. A waiver by CITY of any breach or default of DEVELOPER shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default.
- (e) **CUMULATIVE REMEDIES.** All rights and remedies provided in this Agreement, as well as those provided by law or equity, are cumulative and not exclusive of any other rights or remedies, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, by ordinance, by resolution, or otherwise.
- (f) **MODIFICATIONS.** This Agreement shall not be modified, amended, or changed except by written agreement signed by each Party to this Agreement.
- (g) **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.
- (h) **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties, their respective successors and permitted assigns.
- (i) **COMPLETE UNDERSTANDING; PRIOR AGREEMENTS.** This Agreement represents the complete understanding between CITY and DEVELOPER as to the subject matter hereof. No inducements, representations, understandings, or agreements, whether oral or written, have been made or relied upon in the making of this 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 DEVELOPER concerning the subject matter of this Agreement.

- (j) **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, including, but not limited to, the provisions of Paragraph 25, Indemnification; Delays, herein.
- (k) **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 Paragraph 25, Indemnification; Delays, herein.
- (l) **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.
- (m) **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.
- (n) **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.
- (o) **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.

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

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



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

**CITY OF GARDEN CITY, KANSAS**

\_\_\_\_\_  
Date

By \_\_\_\_\_  
MANUEL F. ORTIZ, Mayor

ATTEST:

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

**MAVERIK, INC.**

\_\_\_\_\_  
Date

By \_\_\_\_\_  
CHARLES MAGGELET, as President



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Danielle B. Burke, Assistant City Manager  
**DATE:** March 5, 2024  
**RE:** 2024 - 1st Portion AFAC Funds Recommendation

---

### **ISSUE:**

The Governing Body is asked to consider and approve the distribution of the 1st portion of the \$50,000 of the AFAC funds as recommended by staff.

### **BACKGROUND:**

Funding for AFAC is established in KSA 79-41a04, which creates an Alcoholic Liquor Fund, created from alcohol consumption tax funds. State law also prescribes how those monies are to be distributed back to local units of government. For cities with populations greater than 6,000, the law sets forth that 1/3 of the money be credited to the general fund, 1/3 be credited to a special parks and recreation fund, and 1/3 to special alcohol and drug programs funded in the city treasury.

With few treatment and prevention facilities/agencies in Garden City, past awards have largely been made to agencies which have provided an expanded definition of prevention based on accepted categories of prevention strategies. This added flexibility aims to keep the funds local.

The AFAC Grant funds are split in two halves. Applications for the first 50% are approved if the organization meets the requirements of the statute. These applications are reviewed by staff and can receive up to \$6,000 through that process.

The first half of the distribution for AFAC Funds received eight applications requesting a total of \$45,460. All applications are attached. The City of Garden City and Finney County have budgeted \$50,000 for the first distribution. After reviewing agency proposals, staff respectfully submits the following funding recommendations:

Agency	Amount Requested	Amount Recommended
Big Brothers Big Sisters	\$6,000	\$6,000
CASA	\$6,000	\$6,000
FICO Department of Corr.	\$5,960	\$5,960
Garden City Ministerial Alliance*	\$5,000	\$5,000
Real Men Real Leaders	\$6,000	\$6,000
Seeds of Hope Jail Ministry	\$6,000	\$6,000
St. Catherine Hospital	\$5,000	\$5,000
Turning Point*	\$5,500	\$5,500

<b>Total</b>	<b>\$45,460</b>	<b>\$45,460</b>
--------------	-----------------	-----------------

\*The request from the Garden City Ministerial Alliance and Turning Point has been updated to include guidebooks for Alcoholics Anonymous and Narcotics Anonymous instead of the Devotional and Recovery Bible initially included in the application. The amount for both of those resources is nearly the same.

The City of Garden City will be responsible for 90% of the recommended allocation, or \$40,914, and the County will be responsible for the remaining 10% of the recommended allocation, or \$4,546. This will go before the County Commission at their March 18, 2024 meeting.

#### **ALTERNATIVES:**

1. The Governing Body may approve staff's recommendation to fully fund all eight applicants for 1st round AFAC funding.
2. The Governing Body may alter staff's recommendation.
3. The Governing Body may provide alternative direction.

#### **RECOMMENDATION:**

Staff recommends the Governing Body approve staff's recommendation to fully fund all eight applicants for 1st round AFAC funding.

#### **FISCAL NOTE:**

If approved, the City of Garden City will expend \$40,914 from the AFAC Fund dedicated for this grant round. This leaves \$9,086 remaining of unallocated funds for this portion of the grant process.

#### **ATTACHMENTS:**

Description	Upload Date	Type
Big Brothers Big Sisters Application	2/28/2024	Backup Material
CASA Application	2/28/2024	Backup Material
Finney County Dept. of Corrections Application	2/28/2024	Backup Material
Ministerial Alliance Application	2/28/2024	Backup Material
Real Men Real Leaders Application	2/28/2024	Backup Material
Seeds of Hope Jail Ministry Application	2/28/2024	Backup Material
St. Catherine Hospital Application	2/28/2024	Backup Material
Turning Point Application	2/28/2024	Backup Material

# Application for use of Alcohol Tax Funds

2024 City of Garden City

Staff Review Process

**You may provide additional information. However, this form must also be completed.**

Agency Name: Primary Contact Name: Address: Phone Number: Email Address:	Big Brothers Big Sisters of Finney & Kearny Counties Tammy Wilson 105 E Chestnut, or PO Box 1544, Garden City 620-640-8614 bbbsceo.gc@gmail.com
How will requested funds be used? Refer to KSA 79-41a04 for guidelines on usage.	To provide a proven evidence-based youth alcohol prevention program: Big Brothers Big Sisters will provide proven, evidenced-based, one-to-one supervised mentoring programs for youth ages 5-17 throughout the year. We are asking for funds to match high risk local youth in Finney County
Requested Amount of Funding	\$6,000.00
Project budget: Please include as much detail as possible concerning your projected expenses as they relate to the request. The budget should also include all streams of funding from partners and in kind donations that will be used to complete the project.	We will be using this funding to pay part of a salary for one of our degreed case managers who directly recruit, screen, train, professionally match, and supervise each match between an at-risk child and a volunteer.  Please see attached budget. Partners are Finnup Foundation, Finney County United Way, local fund raising, USD 457, Western Kansas Community Foundation, Wal-Mart, Sam's Club, donations, and diversion funds. The attached budget is not our entire agency budget, but the budget for the one-to-one mentoring program only.
Describe how your request will address <b>one or more</b> of the following: 1) alcoholism and drug abuse prevention and education, 2) alcohol and drug detoxification, 3) intervention in alcohol and drug abuse, or 4) treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers.	Our request will address alcohol prevention and education, through placing mentors with area youth ages 5-17, and to facilitate parents/guardians of youth we serve by providing them with training and information on existing resources/referrals specific to their family situation.
What data sets will you use to measure the effectiveness of your project?	We will measure our effectiveness in our mentoring programs through use of an evaluation instrument developed for Big Brothers Big Sisters of America that provides outcomes and tracks each child in 21 key areas including alcohol/drug prevention.
Do you have any other partners in this project? If so, please tell us about them.	Garden City Community College, USD 457 and USD 363, and local law enforcement provide mentors for our programs. We also work with any local entity who refers a child—other agencies, parents, grandparents, churches, and schools.



## 2024 AFAC Proposal

Big Brothers Big Sisters is applying for AFAC Funding for 2024 in the amount of \$6,000 from the first 50% of the funds for **maintenance/expansion** of our One-to-One Youth Mentoring Program to specifically serve up to 35 local youth at high risk of abusing alcohol. This is a program within our agency that provides screened, supervised, professionally supported one-to-one mentoring relationships for local high risk youth ages 5-17. This year, we are requesting \$6,000 from the first round of funding to be used to pay for case management of referrals, screening, and supervision of matches. In 2023, we received \$20,000, in 2022, we received \$19,000, 2021 \$16,000. Our requests for service have continued to increase year after year and our need for additional staff to adequately and safely serve these youth has increased as well. AFAC funding is even more imperative this year, to meet the needs of these youth at high risk of alcohol abuse in Finney County.

**PRINCIPAL PURPOSE/EFFICIENCY:** Funds will be used to pay for direct costs for case management of youth and matches where the youth is identified through assessment as high risk for alcohol use. There are no other costs added. We will use other funding to pay for those costs. This will assist with our full goal of matching up to 45 high risk youth one- to-one with a mentor. It is the purpose of this program to prevent youth from engaging in risky behaviors –alcohol use, and to increase their decision-making skills, social skills, emotional well-being, and educational success. Our One-to-One Match Program (one child, who is professionally assessed for their individual needs, matched with one volunteer who is also screened, professionally assessed, and found to be the best match to assist with that child's needs). BBBS is a nationally known prevention program for alcohol use in youth. This program not only changes the knowledge of the child but changes their perspective and behavior creating lasting positive change. Our staff will be coordinating with all local public schools, law enforcement, and Garden City Community College to provide this program. Program is available to any child referred to our program by another agency, law enforcement, or a local school. Meetings between matches will be held in local schools where the child is already attending or in the community. Big Brothers Big Sisters one-to-one mentoring model uses evidence – based research methods that have been validated and proven to effectively prevent alcohol use in youth with both short-term and long-term results. Of the following six categories identified by the Center for Substance Abuse Prevention:

- 1) Problem Identification and Referral
- 2) Alternatives and Activities
- 3) Community-Based Change Efforts
- 4) Environmental Approaches
- 5) Prevention Education
- 6) Information Dissemination

Our project will include Problem Identification and Referral, Alternatives and Activities, Community-Based Change Efforts, Prevention Education, and Information Dissemination. Big Brothers Big Sisters of America distinguishes itself from other mentoring programs via rigorous published standards and required procedures:

- *Orientation* is required for all volunteers.
- *Volunteer Screening* includes a written application, federal fingerprint, state fingerprint, local, Dru Sjogen Registry, and child abuse/sex offender registry background checks, an extensive interview, and a home assessment; 3 reference checks and spouse/significant other reference, references from therapists, and from previous agencies they volunteered with. A detailed written professional assessment is completed detailing the recommendation to be a Big, information about the best fit for the volunteer and a potential Little, any concerns, strengths, weaknesses, interests, former volunteer experiences, education, family background, relationships, reliability, maturity, what issues the volunteer feels comfortable working with, personal beliefs, traits, and religion of volunteer, and



better school attendance or grades, improving relationships with family members, learning new skills, or developing a new hobby. Matches tend to engage in developmentally appropriate social activities such as going to a movie, shopping, attending a sports event, going to a restaurant, reading books, going on a hike, going to museums, or simply hanging out and sharing thoughts. According to Grossman and Garry (1997), "Such activities enhance communication skills, develop relationship skills, and support positive decision-making. BBBSA provides local agencies with mentoring program Standards & Required Procedures about screening, matching, training, supervising, and monitoring mentors/volunteers. Every agency is strictly audited each year for Program Standard Compliance through Big Brothers Big Sisters of America.

### **Evaluation Outcomes: Proven Alcohol Use/Abuse Prevention**

According to results from the Tierney, Grossman, and Resch (2000) study, mentored youths in the Big Brothers Big Sisters (BBBS) program were 46 percent significantly less likely to initiate drug use and 27 percent less likely to initiate alcohol use (minority youth were 70% less likely to initiate alcohol use, compared to control group participants. Short term, youth show increased self-esteem, better grades, school success, school participation, reduced truancy and delinquency, **elimination or reduction of first underage use of alcohol/drugs**, better relationships with parents/peers, and increases ability to make good decisions. Long term outcomes show high school graduation, post high school education including college, gainful employment, and ability to manage issues without use of drugs/alcohol. Statistics show that kids who participate in Big Brothers Big Sisters programs are more likely to graduate high school, and more likely not to be involved in the juvenile justice system or to use alcohol. Those youth with a high school diploma will earn on average \$10,000 per year more than those without a diploma. They are also more likely to attend college, which raises their income exponentially.

BBBS focus is to help children facing adversity to become productive citizens able to achieve lifelong success. We want to eliminate the chances of the children in our community becoming a statistic. Our agency runs on a small staff and a large group of volunteers within our community. Every staff member is required to complete a 72-hour Program Management certification course through Big Brothers Big Sisters of America to maintain the efficacy of the model, to protect the children who are matched with local volunteers and to assure their understanding of the programs and needs of our youth. This is completed online, by webinar, and is kept on file in our office each year and turned into Big Brothers Big Sisters of America with our required Annual reports.

### **Evaluations completed on children in our local Finney County programs consistently show effective results as reported by local teachers, counselors, volunteers, parents, and each individual child. See attachment 1.**

Not only were the vulnerable at-risk youth referred and matched with a mentor able to avoid alcohol use but were able to show the protective and resiliency effects of this one-to-one mentoring were substantial in all areas.

With funding from AFAC in 2023, our agency successfully matched 35 youth at high risk of premature alcohol use (as noted in Youth Assessment and RPI) in Finney County with a mentor. Our one-to-one mentoring programs are a vital community resource because they help to fill the gap for those underserved youth who require extra attention to prevent risky behaviors and achieve success! We are still serving youth ages 5 to 17, from Burmese refugees to youth on the verge of dropping out, and youth who are living in poverty/have had family members arrested, have a history of family substance abuse, and have no goals for the future. These kids get the help they need at school, at home, and in the community through our programs. We have also implemented a career mentoring program at Garden City High School to help kids explore careers and get hands-on experience.

### **Our goals for Youth Alcohol Prevention are:**

- **To follow the Big Brothers Big Sisters Proven, Evidence-Based Alcohol Prevention Model and recruit, screen, train mentors to be matched one-to-one with a minimum of 45 underserved youth from the targeted areas as determined by local needs assessment: Youth who are in families where their parent/guardian is on probation, has been in jail, history of substance abuse, children who live in homes where English is not the primary language, minority/refugees, or children that are at high risk**

November 1, 2023

RE: Letter of Support for Big Brothers Big Sisters of Finney and Kearny Counties

To Whom it may concern:

I am writing this letter in support of the grant application from Big Brothers Big Sisters of Finney and Kearny Counties. Having worked in Finney County for the past 30 years with children I can attest to the value that BBBS brings to the community.

Big Brothers Big Sisters is beneficial to students of all ages and is instrumental in the development of healthy youths by addressing their need for positive adult contact, thereby reducing risk factors for negative behavior and enhancing protective factors for positive behavior. Mentors form strong positive relationships with their mentees that express care, challenge growth, share power, and expand possibilities and dreams.

As a former State Network Director for Kansas Big Brothers and Big Sisters I can tell you that Big Brothers Big Sisters of Finney and Kearny Counties is one of the best in the state and is a good steward of the funds granted to them to support the youth of Finney and Kearny County. I support their grant application and look forward to their continued work with our youth.

Best Regards,

Robert DeLeon  
Sr Community Engagement Manager  
Unite Us  
[robert.deleon@uniteus.com](mailto:robert.deleon@uniteus.com)  
620-521-3046

**Charles O. Stones Intermediate Center**

401 N. Jennie Barker Road

Garden City, Kansas 67846

(620) 805 – 8300

February 20, 2023,

To Whom It May Concern,

I am writing in support of the Big Brothers Big Sisters (BBBS) grant application. BBBS has been very supportive of Charles Stone Intermediate Center students. Being the full-time counselor, it is difficult to meet and provide adequate support for every child due to our large student population. Therefore, BBBS has provided our students with an additional mentor for all areas of support including emotional, social, and academic. I greatly appreciate the BBBS organization as their staff is amazing and their volunteers care greatly for our students.

Since starting my job this year at Charles Stones, I have seen several positive changes in the students that the BBBS organization serves. The students have been working on their goals throughout the school year. Some of these goals include: self-confidence, coping skills, friendship/social skills, behavior improvements, among others. I have noticed that these students seem more confident in their abilities and have branched out of their comfort zones more. The students appear to make great connections with their Bigs and look forward to them coming weekly. Additionally, the volunteers are consistent and dedicated to mentoring their littles.

I have nothing but positive things to say about this program. Furthermore, I fully support more funding for the Big Brothers Big Sisters organization. The additional funding for this organization will aid in recruiting more volunteers and continuing to support local students. I have seen first-hand how difficult it has been for this organization to find appropriate volunteers. Overall, this funding would not only benefit students of Garden City but this organization as well. It has been a privilege and an honor to work with the BBBS organization and I look forward to many more years of collaborating together.

Sincerely,



Ryli Soukup-Gottschalk

School Counselor, Charles O. Stones Intermediate Center

(620) 805- 8307 rsoukup1@gckschools.com



## **Big Brothers Big Sisters Mentoring Programs**

### **Attachment 1**

#### **Budget Breakdown**

#### **Other Allocated Funding**

#### **Last Year's Statistics on Youth Served with AFAC Funding**

#### **3 Years Previous Budgets**

### **Cost Breakdown for Big Brothers Big Sisters Mentoring Program**

We figure the cost of the matches according to the amount of time needed for each Little's referral, assessment, and matching, as well as the time spent to recruit, train, screen, match, supervise and assess each match. We are asking AFAC to fund direct case management for the youth who will be served by this grant. Youth matched for this grant will be the highest assessed risk for alcohol use for 2024. We will assess these youth using our RPI when they are referred to get this data. The more funding we are allotted, the more youth we can reach. Other grant funds we have are not allotted to prevention of alcohol use specifically.

## **BIG BROTHERS BIG SISTERS OF AMERICA STUDIES AS EFFECTIVE ONE-TO-ONE MENTORING PROGRAMS FOR PREVENTION OF ALCOHOL USE IN YOUTH**

### **PRINCIPLES OF EFFECTIVENESS: (Problem Identification and Referral/Community-Based Change Efforts)**

Every Big Brothers Big Sisters One-to-One Mentoring program utilizes an award winning, validated, evidence-based, Program Outcome Evaluation Tool created by Big Brothers Big Sisters of America, Inc., from information gathered from parents/guardians, volunteers, schools, and mental health agencies (if relevant). Big Brothers Big Sisters of Finney County has used this tool for more than 15 years to effectively measure each child's progress in 21 key areas as well as overall trends in these areas to identify those issues which need more attention to successfully improve the mental health and overall success of each child in our program. (Question 15 specifically asks if the child has been able to avoid substance abuse-drugs/alcohol).

Big Brothers Big Sisters programs have been proven effective as prevention programs. According to a major four-year study by Public/Private Ventures, youth matched with a Big Brother or sister were 70% less likely to be arrested, 53% less likely to skip school, 33% less likely to engage in violent confrontations, 46% less likely to initiate drug use (70% less likely for minority students), and 27% less likely to start drinking alcohol (50% less likely for minority students). A 2-year study of five School-Based Mentoring Programs by Big Brothers Big Sisters of America, funded by UPS, showed that of youth matched one-to-one at school: 64% had better attitudes toward school, 58% achieved higher grades in social studies, languages, and math, 60% improved relationships with adults, and 64% had higher self-confidence. Providing adult volunteer mentors has a positive impact with far-reaching results, as children with positive self-confidence and academic success are less likely to drop out of school and less likely to begin using drugs or alcohol or engaging in delinquent behavior.

Program Outcomes Nationally with very high-risk youth:

An evaluation of the BBBSA program has been conducted to assess children who participated in BBBSA compared to their non-participating peers. After an 18-month period, BBBSA youth:

- were 46% less likely than control youth to initiate drug use during the study period.
- were 27% less likely to initiate alcohol use than control youth.
- were almost one-third less likely than control youth to hit someone.
- were better than control youth in academic behavior, attitudes, and performance.
- were more likely to have higher quality relationships with their parents or guardians than control youth.
- were more likely to have higher quality relationships with their peers at the end of the study period than did control youth.

The information for this fact sheet was excerpted from: McGill, D.E., Mihalic, S.F., & Grotspeter, J. K. (1998). [Blueprints for Violence Prevention](#), Book Two: Big Brothers Big Sisters of America. Boulder, CO: Center for the Study and Prevention of Violence.

Big Brothers Big Sisters of Finney & Kearny Counties is required to follow this model in its programs, and utilize BBBSA's program outcome evaluations. Every child in our programs are evaluated using this national model that tracks the needs and progress of each child. The process includes the child's parent or guardian from the beginning and providing input throughout the life of the match.

that sustained relationships were those developmental ones in which the mentor saw himself or herself as a friend, not as a teacher or preacher (Tierney et al., 1995, p. 51). Unlike some other relationships between mentors and youths, the developmental relationships were grounded in the mentor's belief that he or she was there to meet the developmental needs of the youth to provide supports and opportunities the youth did not have. While most developmental volunteers ultimately hoped to help their youth improve in school and be more responsible, they centered their involvement and expectations on developing a reliable, trusting relationship, and expanded the scope of their efforts only as the relationship strengthened (Morrow and Styles, 1995, p. ii).

These volunteers placed top priority on making the relationships enjoyable and fun for both partners. Furthermore, they were there for the Little Brother or Sister, listened nonjudgmentally, looked for the youths interests and strengths, and incorporated the youths into the decision-making process (gave them voice and choice) of their activities. From a resilience perspective, adult mentors provided the three protective factors: a caring relationship, positive expectations and respect, and ongoing opportunities for participation and contribution. According to the researchers, adult mentors saw risks existing in the environment not in the youths. Fortunately, two-thirds of the 82 relationships examined were developmental. In contrast, in prescriptive relationships, the adult volunteers believed their primary purpose was to guide the youths toward the values, attitudes, and behaviors the adult deemed positive. Adults in these relationships set the goals, the pace and/or the ground rules for the relationship. These volunteers were reluctant to adjust their expectations of the youth or their expectation of how quickly the youth's behavior could change (Morrow and Styles, 1995, p. iii). A majority of these prescriptive volunteers were there to fix kids typically, to improve school performance. Thus, most of their shared time was spent in conversation about grades and classroom behavior, not fun activities. For these volunteers, risk was seen as existing within the young person. What seemed to stand out for these prescriptive volunteers was less the deficiencies present in the youth's environment, and more particularly in terms of morals and values those present in the youth themselves deficiencies prescriptive volunteers frequently sought to rectify (Morrow and Styles, 1995, p. 40).

Not surprisingly, adults and youths in prescriptive matches found the relationship frustrating and non-supportive. Of these relationships, only 29 percent met consistently (compared with 93 percent of the developmental), and at the 18-month follow-up, only 32 percent were ongoing (compared with 91 percent of the developmental) (Morrow and Styles, 1995, p. 18). A Prescriptive Relationship Youth: When I went out with my Big Brother he...said, Okay, let's go get the library card and let's go to the library and check out a book. But I stayed at the library all day and he kept coming back, and telling me I didn't have the right information. So I studied there until closing time in the library. I was sitting there doing a report on toads and frogs, and when he came back, I had my report done, but I didn't have a rough draft. So like I wrote word for word out of the book; he said that's cheating. I just sat there and dropped in tears. Interviewer: What upset you about that? Youth: I didn't wanna stay there, I felt like I was supposed to write the report in my own words. Like some of it I got out of the book and some of it came out of my own head...I had to do it over... And when he picked me up from the library, it was raining. (Abridged from Building Relationships With Youth in Program Settings, p. 63).

A Developmental Relationship Mentor: [When he told me about a bad grade] I kind of focused on his other grades first, he said that he had done a good job with the other ones. And then I asked him if he wanted to do better in it, and then I kind of asked him how he could do better. And it was a pretty simple thing because he just didn't do a couple reports. So we decided that, you know, the next ones he got I would help him with them if he wanted. And we did that twice. You know, so it's like what can we do together to do this... When I came home with even a B or even an A-, sometimes it would be well why did you get a minus here. It wasn't like, oh you did great. So I was sensitive to that. (From Building Relationships With Youth in Program Settings, p. 59).

Supportive Program Infrastructure From the studies of Big Brothers/Big Sisters recruitment and screening, and program practices, as well as earlier P/PV research on mentoring, the researchers conclude that there are some

requires that adults see the innate resilience and health of young people (Marshall, 1998). Other studies have reached similar conclusions (Resnick et al., 1997; Hattie et al., 1997). Tierney recommends more research to explore the impact of both volunteer and youth characteristics (p. 53). Health and resilience unfold in environments of caring relationships, high-expectation messages, and opportunities for participation and contribution. These environments meet basic human needs for love and belonging, respect, identity, mastery, power, and meaning (Benard, 1991). Sound program management is critical. Program procedures and policies must be well attended to. A Big Brothers/Big Sisters match is carefully administered and supported by rigorous standards and trained personnel. Big Brothers/Big Sisters staff members strive for matches that are not only safe and suited to the child's needs but also harmonious and built to last. They take care in selecting volunteers, orienting them, and matching them with children. But Big Brothers/Big Sisters workers are more than just matchmakers. They provide ongoing support, consultation, and supervision to the youth and the youth's family, and often the mentor receives training support that helps all parties get through rough spots in the relationship. P/PV estimates an effort like this costs \$1,000 for each mentored youth (Tierney et al., p. 52).

The health of the helper must be a focus of prevention and education efforts. The mental health and wellbeing of the mentor are critical for program success. The Big Brothers/Big Sisters evaluation found that serving the needs of mentors is as important as serving the needs of youth. According to Ferguson's 1990 study, most programs expect to use volunteer mentors to supplement the love and attention that their paid staffs provide to children, but those that have tried have experienced only limited success at finding mentors and keeping them active. They have discovered that fulfilling mentors' needs is as important for sustaining their involvement as fulfilling youths' needs is to sustaining theirs (p. 15). This finding directly parallels what has been discovered by educational researchers like McLaughlin (1990): Meeting the needs of teachers is a fundamental prerequisite to engaging students. Caregivers must connect to their own health in order to be developmental in their approach with youth: nonjudgmental, respectful, empathic, hopeful, and reciprocal. Mentors, adult helpers, cannot give what they do not have (Mills, 1993). Planning for "mentor-rich" environments must be a major focus of prevention, education, and youth services. Researcher Marc Freedman (1993) explains, "Creating mentor-rich settings: schools, social programs, youth organizations is one way of moving beyond the chimera of super-mentoring, in which a single charismatic adult is called on to be a dramatic influence, providing all the young person's needs in one relationship. In reality, young people need more than one relationship to develop into healthy adults (p. 111)."

The Big Brothers/Big Sisters study, along with years of research on resilience and positive youth development, show clearly the path for youth policy and educational reform. (See other publications in this series.) Unless we focus on the mediating variables of relationships, beliefs, and opportunities for participation, we will not achieve the desired outcomes of reduced alcohol and other drug abuse, school success, and compassionate and responsible citizens. This is the key message of resiliency research and the Big Brothers/Big Sisters evaluation; this is the message for prevention practitioners, educators, youth and education policymakers, and our adult society."

### **Program Theory**

BBBS mentoring is loosely based on the theory of social control, where attachments to prosocial, supportive adults, a commitment to appropriate goals, and a mutually trusting relationship between the mentor and mentee (adult and youth) can allow the child to begin to feel more socially accepted and supported. The increased level of support from adults allows youths to view themselves in a more positive light and engage in more constructive behavior. *Youth who are more socially bonded have more to lose from misbehavior.*



## 2024 AFAC GRANT Budget

## AFAC Small Grant Budget

[illegible]

## AFAC LARGE GRANT BUDGET

[illegible]

AFAC Mentoring Program Budget

	<b>INCOME</b>	<b>2024</b>	
4105	Donations	\$ 10,000.00	Projected
4115	WKCF Trust Fund	\$ 29,000.00	Projected
	WKCF Emergency Grant	\$ 5,000.00	Requested
4135	AFAC	\$ 31,000.00	Requested
4150	Diversion Funds	\$ 3,000.00	Projected
4160	Finnup Foundation	\$ 39,000.00	Requested
4160	United Way	\$ 10,300.00	Committed/Requested
4195	Wal-Mart	\$ 2,000.00	Requested
4300	Western KS Community Foundation	\$ 4,540.00	Requested
4200	Sam's Club	\$ 1,500.00	Requested
	JJ12	\$ 11,000.00	Received
	MY105	\$ 4,000.00	Received
	BBBSA Grant JJ13	\$ 46,819.00	Committed
	BBBSA Grant MY106	\$ 12,129.00	Committed
4110	Match Day Campaign	\$ 10,000.00	Projected
	YWOP Tree /wreath sale	\$ 1,750.00	Projected
	Mystery Dinner	\$ 5,000.00	Projected
4019	Golf Tournament	\$ 5,902.00	Projected
4017	Interest Income	\$ 35.00	Projected
4048	<b>TOTAL INCOME</b>	<b>\$ 231,975.00</b>	
	<b>EXPENSES</b>		
	<b>PAYROLL EXPENSES</b>		
	Executive Director	\$ 63,784.00	
5160	Employee Insurance	\$ 13,996.00	
5555	federal unemployment	\$ 2,800.00	
	Case Managers -	\$ 94,892.00	
5700	Payroll Taxes	\$ 12,139.00	
	Matchforce	\$ 3,900.00	
	Office Supplies	\$ 1,500.00	
	Copies	\$ 2,500.00	
	Postage	\$ 500.00	
5765	Internet	\$ 1,200.00	
	Mileage	\$ 5,500.00	
	Business Insurance	\$ 6,500.00	
	Criminal Background Checks	\$ 6,000.00	
	Rent	\$ 13,764.00	
	Equipment/Repairs	\$ 1,000.00	
5771	Recruitment / Promotion	\$ 2,000.00	
5270			
5120	<b>TOTAL EXPENSES</b>	<b>\$ 231,975.00</b>	

This budget is not our entire agency budget, only the budget for our one-to-one evidenced based mentoring program. These funds are allocated to the mentoring programs but none of them are specifically allocated to alcohol prevention We will provide receipts or further documentation on request  
AFAC request will be allocated for Prevention of alcohol use/abuse for those youth who are at High Risk as determined by our RPI --risk assessment



## **2023 Statistics for Big Brothers Big Sisters of Finney & Kearny Counties**

***Youth matched with a Big Brother or Big Sister Volunteer maintained appropriate baseline level or improved in the following areas:***

97% maintained or demonstrated improved self-confidence, 68% showed significant improvement,  
97% were able to express their feelings appropriately, 47 % showed significant improvement,  
89% were able to make decisions, 47% showed significant improvement,  
97% had hobbies or interests outside of school, 34% showed significant improvement in development of hobbies or interests outside of school,  
97% had appropriate hygiene, 16% showed significant improvement in personal hygiene,  
87% had a good sense of the future, 21% showed significant improvement in having a sense of the future,  
84% were able to use community resources, 16% showed significant improvement in using community resources,  
84% were able to use school resources, 24% showed significant improvement in using school resources,  
82% performed well in school, 50% showed significant improvement in school performance,  
79% participated in class, 47% showed significant improvement in class participation,  
87% were able to maintain good behavior in the classroom, 39% showed significant improvement in behavior,  
89% were able to avoid delinquency, 16% showed significant improvement in avoidance of delinquency,  
95% were able to avoid substance/alcohol use, 3% showed significant improvement in avoidance of alcohol abuse,  
95% showed trust toward their teacher, 58% showed significant improvement in trusting their teacher,  
92% showed respect for other cultures, 24% showed significant improvement in respecting other cultures,  
95% showed good relationship with their family, 24% showed significant improvement in family relationships, and  
95% showed good relationships with peers, 53% showed significant improvement in relationships with peers.  
74% improved their grades:  
29% improved in one class,  
24% improved in two classes,  
13% improved in three classes,  
8% improved in four classes,  
74% of youth improved in reading, and  
79% improved in math.

## BIG BROTHERS BIG SISTERS MENTORING 2023 AFAC GRANT REQUESTS

## AFAC Small Grant Budget

	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	
Program Coordinator/CM	\$ 333.33	\$333.33	\$333.34	\$ 333.33	\$ 333.33	\$ 333.34	\$ 333.33	\$ 333.33	\$ 333.34	\$3,000.00
Case Manager	\$ 333.33	\$333.33	\$333.34	\$ 333.33	\$ 333.33	\$ 333.34	\$ 333.33	\$ 333.33	\$ 333.34	\$3,000.00
TOTAL										\$ 6,000.00

## AFAC LARGE GRANT BUDGET

CM	\$ 518.52	\$518.52	\$518.52	\$ 518.52	\$ 518.52	\$ 518.52	\$ 518.52	\$ 518.52	\$ 518.52	\$4,666.68
CM	\$ 443.52	\$443.51	\$443.52	\$ 443.51	\$ 443.52	\$ 443.52	\$ 443.51	\$ 443.52	\$ 443.51	\$3,991.64
Quality Assurance/Recruitment	\$ 593.52	\$593.52	\$593.52	\$ 593.52	\$ 593.52	\$ 593.52	\$ 593.52	\$ 593.52	\$ 593.52	\$5,341.68
TOTAL										\$ 14,000.00

## EVALUATIONS FOR THESE YOUTH SERVED WITH AFAC FUNDS IN 2022 SHOWED:

100% were able to avoid alcohol/drug use  
96% improved self-confidence,  
99% were able to make better decisions, 94% had a good sense of the future  
98% improved in school  
98% showed better relationships with peers, adults at school, and their families  
99% were able to use community and school resources  
97% improved attitude toward school  
97% showed respect for other cultures  
99% were able to avoid delinquency

Donations	\$10,000.00
WKCF Trust Fund	\$29,000.00
WKCF Grant for Supplies	\$3,000.00
Playground Finnup	\$10,000.00
Diversion Funds	\$3,000.00
Finnup Foundation	\$35,000.00
United Way	\$10,300.00
BBBSA Federal OJJDP grant JJ12	\$46,819.00
Fundraiser Income	\$32,000.00
BBBSA Federal OJJDP grantM105	\$12,149.00
TAX CREDIT REFUND	\$ 19,043.00

Donation, Diversion, WKCF Trust Fund, and Fundraiser amounts are estimated, United Way, BBBSA funding are allocated, Finnup Foundation and WKCF amounts are requested.

We will provide any further receipts or information needed upon request.

Above amounts are funding for the One-to-One Match Program, however none is specifically allocated to prevention of alcohol use.

AFAC Funding request is specifically for Prevention of Alcohol use/abuse in High Risk Youth



## 2022 AFAC GRANT FINAL REPORT

## AFAC Small Grant Budget

[illegible]

**AFAC LARGE GRANT BUDGET**

[illegible]

## 2021 YEAR END REPORT

## AFAC Final Report Small Grant

[illegible]

## AFAC FINAL -LARGE GRANT

[illegible]

## Application for use of Alcohol Tax Funds

*2024 City of Garden City*

*Alcohol Fund Advisory Committee*

**You may provide additional information. However, this form must also be completed.**

Agency Primary Contact Name: Address: Phone Number: Email Address:	Spirit of the Plains, CASA Debbie Reynolds 208 East Fulton Terrace Garden City, Kansas 67846 620-271-6197 director@spiritoftheplainscasa.org
How will requested funds be used? Refer to KSA 79-41a04 for guidelines on usage.	<p>Funding is requested for the training and supervision of Spirit of the Plains CASA volunteers (Court Appointed Special Advocates) by funding 15% of the salary of our full-time Volunteer Coordinator, who will provide volunteer training and supervision to the volunteer advocates. The primary objective of our program is to provide advocacy to every abused and neglected child in the court system, which will lead to a safe, permanent home placement.</p> <p>In addition, Spirit of the Plains, CASA will provide at least one training session of 30 hours of pre-service training that consists of (3 hours) on the signs, symptoms, and effects of substance abuse and its impact on children and families per quarter in 2024.</p> <p>Once a volunteer is certified, they are assigned to a specific case (child or children from the same family) by a Judge to advocate for the child's best interests. We have 20 certified advocates currently on our roster.</p> <p>In 2023, Finney County filed 135 Child in Need of Care cases. CASA was assigned 47 of those children. We served 123 children from Finney County in 2023; unfortunately, many cases have continued from previous years.</p> <p>Of the 123 served, 51.22% of the children had either issue of parental or child substance abuse. This percentage is down from 77% in 2022.</p> <p>This, however, does not consider the number of cases where substance abuse issues arise during the case, although it may not have been the initial reason for the case being filed. Historically, more than 50% of the children who enter the court system as victims of abuse or neglect have a significant family history of alcohol and drug abuse. These children are the focus of the services provided by this grant project.</p>
Requested Amount of Funding	6000.00
Project budget: Please include as much detail as possible concerning your projected expenses related to the request. The budget should also include all streams of funding from partners and in-kind donations that will be used to complete the project.	<p>Train and certify eight new volunteer advocates in Garden City and 4 in the 25<sup>th</sup> Judicial District to supervise the 20 current volunteer advocates.</p> <p>The organization is requesting 15% funding for the Volunteer Coordinator to provide pre-certification training classes per quarter plus ongoing supervision for the volunteer advocates.</p> <p>Volunteer Coordinator - <math>\\$37,741.00 \times .15 = \\$5661</math>.          Training Materials at <math>\\$84.75 \times 4 \text{ classes} = \\$339</math></p> <p>Other funding sources for this project include:</p> <ul style="list-style-type: none"> <li>• Attorney General's Crime Victims Grant</li> <li>• Finnup Foundation</li> <li>• United Way</li> <li>• Western Kansas Community Foundation.</li> </ul>

<p>Describe how your request will address <b>one or more</b> of the following;</p> <ol style="list-style-type: none"> <li>1) alcoholism and drug abuse prevention and education,</li> <li>2) alcohol and drug detoxification,</li> <li>3) intervention in alcohol and drug abuse, or</li> <li>4) treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers.</li> </ol>	<p>Services provided by our volunteer Court-Appointed Special Advocates (CASAs), with Spirit of the Plains, CASA, Inc., address the complex issues surrounding child abuse and child neglect.</p> <p>These are mainly compounded and complex issues dealing with or stemming from trauma, mental health, substance abuse, and generational poverty.</p> <p>CASAs serve as objective and unbiased observers who gather information from all parties involved in a child's case and provide this information to the court along with recommendations in the child's best interest. Recommendations address necessary services to meet the child's and family's unique and specific needs. These recommendations can include addressing mental health needs, substance abuse treatment/services, housing needs, visitations, and anything that would help the child and family obtain their specific goal.</p> <p>To identify the needs of the youth they serve, CASAs meet with their children consistently, get to know them, build a trusting relationship, model appropriate and positive behaviors, and act as a mentor and support system.</p> <p>Due to increased cases of substance abuse as a primary factor in removing children, many CASAs are keenly aware that advocating for the child includes teaching them prevention during the case.</p>
<p>What data sets will you use to measure the effectiveness of your project?</p>	<p>For example, the organization uses CASA Manager (national data collection program) to help track the number of volunteers trained and certified, how many volunteers were assigned to a case, and how many children are involved.</p> <p>CASA Manager enables us to track each certified volunteer's annual continuing education requirement, which is a minimum of 12 hours yearly. In addition, we encourage the advocates to participate in training that would support their advocacy efforts. The organization provides free training on various topics, including substance abuse each year. 100% of our advocates completed the National standard of 12 hours of continuing education in 2023.</p> <p>In 2023, the organization hosted Christi Connell, a Licensed Addiction Counselor, and has an MSW employed by Compass Behavioral Health to present on drug addiction and the process for referrals to get a person seen by an addiction counselor. We plan on offering this training again in 2024.</p> <p>An additional measure will be how many children are reintegrated with their parents who have been removed. For example, if the parents have been identified as having substance abuse issues by a professional assessment, the reintegration would be successful if only the parents addressed the matter formally, participated in counseling, and had clean urinalysis consistently. Therefore, the CASA would prompt the parents to always attend their counseling, scheduled, and random urinalysis to prove to the court that they are addressing their issues and would like to become healthier parents.</p> <p>We must submit a monthly certified list with the number of active volunteers to the Office of Judicial Administration. Annually, we are required to report to the National CASA, Kansas CASA, and the Office of Judicial Administration on the status of volunteers and children served. Also, CASA must meet all the National and State standards to be certified to provide services for child victims. The Office of Judicial Administration conducts an annual audit of the program for certification</p>

	<p>with the State of Kansas.</p> <p>We have been fully certified and found to meet all criteria set for by the Kansas Supreme Court for certification.</p>
Do you have any other partners in this project? If so, please tell us about them.	<p>Jina Arellano provides ACES training, is a certified trainer for ACES, and is currently employed with USD 457.</p> <p>Robin Eaton provided training on domestic violence and the services of Family Crisis.</p> <p>Katrina Lowery provided training on stages of childhood and services of Russell Childhood Development.</p> <p>Fernando Roderiques on the services of Compass Behavioral Health.</p> <p>Judge Woods provides court etiquette and expectations of the court as a CASA, and Attorney Lara Blake Bors trains on court procedures.</p> <p>Christy Connell provided training on substance abuse and drug addiction and the processes of referrals from Compass Behavioral Health.</p>

Please complete and return to Danielle Burke, Assistant City Manager, PO Box 998, Garden City, KS 67846 by 4:00 p.m., January 27, 2023. For a digital version of this form, please visit the City of Garden City website at [www.garden-city.org](http://www.garden-city.org).

### **Alcoholic Liquor Fund**

The State of Kansas, in KSA 79-41a04, creates an Alcoholic Liquor Fund and describes how those amounts of money are to be distributed back to local units of government. For cities with a population greater than 6,000 (Garden City fits that category) the law sets forth that 1/3 of the money be credited to the general fund, 1/3 be credited to a special park and recreation fund, and 1/3 to a special alcohol and drug programs fund in the city treasury.

### **The Garden City Alcohol Fund Advisory Committee**

The City and County Commissions were established in 1982 (City: Ord. 1484, and County: Res. 18-82) the policies of the local Alcohol Fund Advisory Committee (AFAC). AFAC has advised the governing bodies on the distribution of alcohol consumption tax funds since its inception. In 1990, the City and County Commissions changed the composition of the board from 12 members to 3 (City: Res. 1553, and County: Res. 11-90), but the charge of the group remains the same.

Currently, AFAC is committed to establishing a process by which to distribute the funds in a manner that enables the group to monitor effectiveness. Applicants are expected to provide a strategic description of how requested funds will be used and recipients are expected to provide documentation as to their success in fulfilling their commitment.

While the committee will seriously consider any request for funding that meets the criteria of KSA 79-41a04, AFAC is particularly interested in areas of substance abuse prevention. The committee monitors the distribution of funds as they relate to the following six categories identified by the Center for Substance Abuse Prevention:

- 1) Problem Identification and Referral
- 2) Alternatives and Activities
- 3) Community-Based Change Efforts
- 4) Environmental Approaches
- 5) Prevention Education
- 6) Information Dissemination

The funds will be split into two processes. The first process, for which this is the application, will be reviewed by staff and has a limit of \$6,000 per request. The second process will be reviewed by LiveWell Finney County and does not have a limit. Applicants may apply under both methods

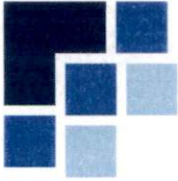
Distribution of funds comes in four, quarterly payments (generally disbursed in March, June, September, and December). Each agency receiving funds will be asked to complete an end of year review on awarded funds. The entire application needs to be complete in order for your agency to be considered.

### **Contacts**

Danielle Burke, Assistant City Manager  
301 N. 8<sup>th</sup> Street  
Garden City, KS 67846  
620-276-1157

LiveWell Finney County  
310 E. Walnut  
Garden City, KS 67846  
620-765-1180





**FINNEY COUNTY**  
KANSAS

**DEPARTMENT OF CORRECTIONS**

Stephanie Roush, Deputy Director  
sroush@finneycounty.org

T. (620) 271-6200

January 24, 2023

Danielle Burke  
301 N. 8<sup>th</sup>, PO Box 998  
Garden City, KS 67846

RE: AFAC Grant Submission

Dear Ms. Burke,

I have attached the 2024 AFAC 1<sup>st</sup> half grant submission for the Finney County Department of Corrections -25<sup>th</sup> Judicial District Rehabilitative Services. Please let me know if you have any questions.

Respectfully,

Stephanie Roush  
Deputy Director



# Application for use of Alcohol Tax Funds

2024 City of Garden City

Staff Review Process

**You may provide additional information. However, this form must be completed.**

Agency Name: Primary Contact Name: Address: Phone Number: Email Address:	Finney County Department of Corrections – 25 <sup>th</sup> Judicial District Rehabilitative Services Beth Beavers 607 W. Santa Fe, Garden City, KS 67846 620-272-3802 bbeavers@finneycounty.org
How will requested funds be used? Refer to KSA 79-41a04 for guidelines on usage.	<p>The Finney County Department of Corrections (FICO DOC) – 25<sup>th</sup> Judicial District Rehabilitative Services agency, is non-state operated program that depends on outside grant funding and fee generation from clients and services provided to support the services offered in the counties that it serves. Rehabilitative Services provides outpatient treatment (substance abuse counseling) and education services (i.e., Alcohol Drug and Information School - ADIS) and relies on grants and reimbursements for funding.</p> <p>The population the agency serves are those in the court system or have been touched by the court system. For example, this population may have a pending case, out on bond, or are on some type of probation, parole, or diversion supervision. Clients are typically financially limited due to court fees, restitution, unemployment or being underemployed, while dealing with an increase in the cost of living.</p> <p>The purpose of the requested funds is to provide the needed services of outpatient treatment (substance abuse counseling) to clients that are unable to pay for substance abuse treatment. Typically, these clients are required to attend some type of treatment based on a drug and alcohol evaluation that they completed.</p> <p>The requested funds would help to eliminate some barriers and stress that come along with fees associated with treatment. This would allow eligible clients the opportunity to focus more on their path to sobriety without having added stress and obligations that could ultimately lead to reoffending.</p> <p>The other portion of the requested funds would be utilized to pay for drug and alcohol evaluations that are administered by a Licensed Addictions Counselor from our agency. Evaluations are for clients that</p>

	<p>need to be assessed for drug and alcohol treatment needs. The cost is \$75.00 per evaluation.</p> <p>The alcohol tax funds would allow the agency to offer the needed services to those individuals who are unable to obtain the drug and alcohol treatment that they need because of cost. Clients are first evaluated to determine a need for services through the completion of a drug and alcohol evaluation administered by a Licensed Addictions Counselor. Once an evaluation is completed, the client is given a recommendation of services based off of their needs.</p> <p>Referrals into the program are accepted from the Finney County District Court, City of Garden City Municipal Court, 25<sup>th</sup> Judicial District Community Corrections, Court Services, Diversion Programs and State Parole, for clients that reside within Garden City and Finney County.</p>	
Requested Amount of Funding:	The requested funding amount is for the following breakdown of the projected expenses:	
	Outpatient treatment for 7 adult clients	$\$725 \times 7 =$ <u><math>\\$5,075.00</math></u>
	Outpatient treatment workbooks for 7 adult clients	$\$30 \times 7 =$ <u><math>\\$210.00</math></u>
	Drug and alcohol evaluations for 9 adult clients	$\$75 \times 9 =$ <u><math>\\$675.00</math></u>
	<b>Total Requested:</b>	<b><math>\\$5,960.00</math></b>

<p>Project budget: Please include as much detail as possible concerning your projected expenses as they relate to the request. The budget should also include all streams of funding from partners and in-kind donations that will be used to complete the project.</p>	<p>The project budget for salary and benefits for the substance abuse counselors is approximately \$70.00 an hour. The counselor's positions are funded thru self-pay clients and reimbursements. They are not state grant funded.</p>
<p>Describe how your request will address <b>one or more</b> of the following;</p> <ol style="list-style-type: none"> <li>1) alcoholism and drug abuse prevention and education,</li> <li>2) alcohol and drug detoxification,</li> <li>3) intervention in alcohol and drug abuse, or</li> <li>4) treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers.</li> </ol>	<p>The Rehabilitative Services Outpatient Treatment program, as described in this grant application, will provide outpatient drug and alcohol treatment for clients. The clients we serve are currently dealing with a drug and/or alcohol addiction and rely on drug and alcohol treatment to give them tools and resources to assist them on their path to sobriety. The substance abuse treatment program consists of 12 individual sessions (1 a week) and 12 (2 hours a week) group sessions.</p> <p>The remainder of the AFAC funds requested would allow clients to complete their drug and alcohol evaluation with our agency, free of charge. A drug and alcohol evaluation are completed to determine a need of service for treatment which can include drug and alcohol outpatient treatment.</p> <p>The AFAC funds would allow the agency to offer needed to services to those individuals who would not be able obtain the necessary treatment because of cost. Clients are first evaluated through a drug and alcohol evaluation to determine a need for services. Evaluations are completed by a Licensed Addiction Counselor. Once an evaluation is completed, the client is given a recommendation of services based off of their needs.</p> <p>Referrals into the program are accepted from the Finney County District Court, City of Garden City Municipal court, 25<sup>th</sup> Judicial District Community Corrections, Court Services and State Parole, for clients that reside within Garden City and Finney County.</p>
<p>What data sets will you use to measure the effectiveness of your project?</p>	<p>Rehabilitative Services sets an internal goal of 75% successful client completion for those funded by AFAC funds in the drug and alcohol treatment program. This is based on the total number of clients that enter into treatment and those that finish the program after completing all requirements successfully.</p>

The agency will maintain a spreadsheet to collect client outcome data for review and to help guide program services in order to maximize client success rates. Data collection for client that have been approved for the use of AFAC funds will include but not limited to:

Client Name

Date approved for AFAC funds

Date entered into treatment

Completion date of treatment

Termination type: Successful or Unsuccessful

The Substance Abuse Counselors can help identify those clients that need financial assistance by having them fill out an application for indigency determination. The applicant has to be a current resident of Finney County and/or Garden City. The applications are forwarded to the Director and/or Deputy Director for determination of eligibility.

Below is the Application for Indigency Determination form that the agency utilizes. All clients that want to apply for the AFAC must fill this out completely.

## **25th Judicial District Community Corrections**

### **APPLICATION FOR INDIGENCY DETERMINATION**

#### **A. Information for the Applicant:**

1. If the director/deputy director finds that you meet the official financial guidelines to have any or all of the fees incurred with the 25<sup>th</sup> Judicial District Community Corrections, you will still be required to pay costs, fees or restitution imposed by the court.

2. You must file a separate application anytime your financial situation no longer meets the official guidelines or the director/deputy director requires you to do so.

3. At any time, you may request or the director/deputy director may require a review of your eligibility for a waiver of fees; and, at any time, the director/deputy director may require you to pay fees previously waived or to pay future fees.

4. When you sign this form, you will have to swear or affirm that you have completely and truthfully provided all information sought, to the best of your knowledge and ability.

5. The information you give in this form will be confidential.

6. Except for signatures, all information must be clearly printed.

***If you knowingly give any incomplete and/or false information, you may be prosecuted for the crime of false swearing.***

**B. Information about You and Your Case:**

1. Name:  
Telephone Number:  
Address:

2. Describe the fees and amount that you are requesting to be waived:

**C. Information about Your Financial Situation:**

1. What is your current yearly household net income (take-home) from all sources (salary or wages, business(es), government payments, rents, pensions, interest, etc.): \$\_\_\_\_\_

2. List the names and relationships to you of all the persons supported by this income, whether or not they are household members:

3. What is the total number of these persons?

4. How much money do you and your household members have in cash, checking and savings accounts, deposit certificates, an/or bonds (liquid assets)? \$\_\_\_\_\_

5. List your regular monthly household debt-payment and other expenses  
(mortgage, car, and other debt payments; food, rent, utilities, medical transportation, child-care, and other expenses):

6. What is the total amount of these monthly expenses? \$\_\_\_\_\_

7. List all cars, trucks, motorcycles, or recreational vehicles (all-terrain vehicles, motor homes, snowmobiles, boats), including their make, model, and year, that you and your household members own:

8. What is the total value of the above items?  
\$\_\_\_\_\_

	<p>9. List all real estate (houses, lots, land, rental property, other commercial property) that you or your household members own:</p> <p>10. What is the total value of the above items? \$ _</p> <p>11. What would be the consequences for you if a waiver of fees is denied?</p> <p>By signing my name on this form, I swear to or affirm: the completeness and truthfulness, to the best of my ability and knowledge, of the information I have provided and my belief that I have a right to a waiver.</p> <p>Signature of Applicant:</p> <p>SUBSCRIBED AND SWORN TO before me this ____ day of _____, 20__.</p> <p>NOTARY PUBLIC</p> <p><b><u>For Agency Use Only</u></b></p> <p>The affiant's application for a waiver is (initial one):</p> <p>_____ Granted</p> <p>_____ Denied</p> <p>Date: _____</p> <p>Signature of Director/Deputy Director:</p> <p>_____</p>
<p>Do you have any other partners in this project? If so, please tell us about them.</p>	<p>There are no other partners involved with this project.</p>

Please complete and return to Danielle Burke, Assistant City Manager, PO Box 998, Garden City, KS 67846 by 4:00 p.m., January 26, 2024. For a digital version of this form, please visit the City of Garden City website at [www.garden-city.org](http://www.garden-city.org).

### **Alcoholic Liquor Fund**

The State of Kansas, in KSA 79-41a04, creates an Alcoholic Liquor Fund, and describes how those moneys are to be distributed back to local units of government. For cities with population greater than 6,000 (Garden City fits that category) the law sets forth that 1/3 of the money be credited to the general fund, 1/3 be credited to a special parks and recreation fund, and 1/3 to a special alcohol and drug programs fund in the city treasury.

The funds will be split into two processes. The first process, for which this is the application, will be reviewed by staff and has a limit of \$6,000 per request. The second process will be reviewed by the LiveWell Finney County Board and does not have a limit. Applicants may apply under both processes.

Distribution of funds comes in four, quarterly payments (generally disbursed in March, June, September, and December). Each agency receiving funds will be asked to complete an end of year review on awarded funds. The entire application needs to be complete in order for your agency to be considered.

### **Contacts**

Danielle Burke, Assistant City Manager  
301 N. 8<sup>th</sup> Street  
Garden City, KS 67846  
620-276-1157

LiveWell Finney County  
310 E. Walnut  
Garden City, KS 67846  
620-765-1180

# Application for use of Alcohol Tax Funds

2024 City of Garden City

Staff Review Process

**You may provide additional information. However, this form must be completed.**

Agency Name: Primary Contact Name: Address: Phone Number: Email Address:	Garden City Ministerial Alliance Nathan Haeck 2720 N Campus Dr. 620-275-4278 pastorhaeck@gmail.com
How will requested funds be used? Refer to KSA 79-41a04 for guidelines on usage.	We will be building on the grant received last year to continue to provide backpacks with support materials for those coming out of jail. We are planning on adding in a Bible and Journal for those that are going into jail. We are also going to expand and add in backpacks for our law enforcement officers to have in their vehicles for people they see that have a need in our community as they are going around the city and the county.
Requested Amount of Funding:	\$5,000
Project budget: Please include as much detail as possible concerning your projected expenses as they relate to the request. The budget should also include all streams of funding from partners and in-kind donations that will be used to complete the project.	Backpacks with warm essential supplies: 200 x \$15.50= \$3,100 Journals: 200 x \$5.00= \$1,000 Pens: 200 x \$.50= 100 Bibles:: 200 x \$4.00= \$800  This will be further pushed forward with support from the local and area churches.
Describe how your request will address <b>one or more</b> of the following; 1) alcoholism and drug abuse prevention and education, 2) alcohol and drug detoxification, 3) intervention in alcohol and drug abuse, or 4) treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers.	The care bags will support people as they come out of jail and those that are coming out of the jail. They will also help people to feel as if someone cares for them helping them and providing for them and their mental health. This supports the work of several churches that are going into the jail with a Celebrate Recovery program which helps them get over their addictions. These set the stage for resources that help them to stay away from alcohol as well. Each of the bags will be equipped with materials and support information on how to stay away from drugs and alcohol as well.
What data sets will you use to measure the effectiveness of your project?	There are several methods for which we will use to evaluate the effectiveness of this program. We will track recipients through the police and sheriff offices. We will also take attendance in the meetings that cooccur in the jails as well as at local church meetings and Celebrate Recovery events hosted at various churches in the area. Personal testimonies will also be apart of the evaluation of this area.
Do you have any other partners in this project? If so, please tell us about them.	We have partnered with 5+ churches and non profit organizations in the community in order to be successful. Each of these organizations have the same goal of making our community a better place.



Please complete and return to Danielle Burke, Assistant City Manager, PO Box 998, Garden City, KS 67846 by 4:00 p.m., January 26, 2024. For a digital version of this form, please visit the City of Garden City website at [www.garden-city.org](http://www.garden-city.org).

### **Alcoholic Liquor Fund**

The State of Kansas, in KSA 79-41a04, creates an Alcoholic Liquor Fund, and describes how those moneys are to be distributed back to local units of government. For cities with population greater than 6,000 (Garden City fits that category) the law sets forth that 1/3 of the money be credited to the general fund, 1/3 be credited to a special parks and recreation fund, and 1/3 to a special alcohol and drug programs fund in the city treasury.

The funds will be split into two processes. The first process, for which this is the application, will be reviewed by staff and has a limit of \$6,000 per request. The second process will be reviewed by the LiveWell Finney County Board and does not have a limit. Applicants may apply under both processes.

Distribution of funds comes in four, quarterly payments (generally disbursed in March, June, September, and December). Each agency receiving funds will be asked to complete an end of year review on awarded funds. The entire application needs to be complete in order for your agency to be considered.

### **Contacts**

Danielle Burke, Assistant City Manager  
301 N. 8<sup>th</sup> Street  
Garden City, KS 67846  
620-276-1157

LiveWell Finney County  
310 E. Walnut  
Garden City, KS 67846  
620-765-1180

### Application for use of Alcohol Tax Funds

2024 City of Garden City

Staff Review Process

**You may provide additional information. However, this form must be completed.**

<b>Agency Name:</b> <b>Primary Contact Name:</b> <b>Address:</b>  <b>Phone Number:</b> <b>Email Address:</b>	Real Men Real Leaders, Inc. Marcia Wynn, Community Developer/Grant Writer 309 ½ N. Main St. – Ste. 3 Garden City, KS 67846 (803) 586-4150 <a href="mailto:marcia.wynn1228@gmail.com">marcia.wynn1228@gmail.com</a>
<b>How will the requested funds be used?</b> <b>Refer to KSA 79-41a04 for guidelines on usage.</b>	<p>The requested funds will play a crucial role in sustaining and enhancing the AWARE Summer Health &amp; Wellness Leadership Program, which aims to address the multifaceted factors influencing youth and empower them to resist the pressures of drug and alcohol abuse. Positive youth development serves as the cornerstone of this initiative, fostering a sense of empowerment, capability, and determination among participants to lead lives free from the negative influences of substances. Now entering its seventh year, the program has demonstrated success, witnessing a consistent increase in participation over the years, with 48 youth in 2021 and 60 youth in 2022 and 2023. Anticipating further growth, we aim to serve 70 boys in the upcoming summer, building on the program's track record where 100% of the boys enrolled in June successfully completed the program by August.</p> <p>Tailored for boys aged 10-15, the AWARE program focuses on building confidence, imparting knowledge about the challenges associated with drug and alcohol use and celebrating achievements in health and wellness. The structured summer schedule involves sessions four days a week for the initial two weeks, including participation in the Summer FIT Program through the Garden City Recreation Commission. The subsequent seven weeks consist of sessions twice a week, encompassing physical fitness activities and daily presentations on avoiding substance abuse and promoting law-abiding citizenship. As a valuable addition to the regular 8-week program, a weeklong summer camp has been introduced to encourage greater student engagement.</p> <p>Inclusivity is a key aspect, with the Volunteer Program seamlessly integrated into the summer initiative. This ensures that students on the waiting list can still participate, gaining access to leadership skills and the positive benefits of the program. The requested funds will be allocated strategically to promote the program, provide nutrition (snacks, water, and meals), offer transportation, and support positive enrichment activities and incentives. Salaries will be funded through other grants, ensuring that the requested funds directly contribute to the program's core components and expansion efforts.</p>
<b>Requested Amount of Funding</b>	<b>\$6,000.00</b>
<b>Project Budget:</b> <b>Please include as much detail as possible concerning your projected expenses as they relate to the request. The budget should also include all streams of funding from partners and in-kind donations that will be used to complete the project.</b>	<p><b>Advertising and Promotion—\$250.00:</b> Information will be provided to students and their parents in May so they can enroll in the program.</p> <p><b>Nutrition—\$1,500.00:</b> Healthy snacks and meals will be provided for each session as well as any volunteer activities the students participate in.</p> <p><b>Positive Enrichment—\$4,000.00:</b> Activities outside of presentations and basic physical activities will be provided to the students for good attendance and behavior. These include an afternoon at the pool, attending a movie, golfing, and a weeklong leadership summer camp—just to name a few. In</p>

	<p>August, each student will be provided a new pair of shoes to start the school year with. T-shirts will also be provided for each student to wear out in the community so they can be recognized and as a way of being a part of a special group of boys.</p> <p><b>Transportation (fuel/maintenance)—\$1,000.00:</b> We own 2 vans. The youth in the summer program are picked up and returned home each day of the program. Transportation is also provided for any extracurricular activities (incentives) and for volunteer activities in the community. Without transportation, many of our boys would not be able to participate in the program due to their parents working, there not being a working vehicle at home, or various other reasons.</p> <p><b>Postage—\$150.00:</b> Postage costs will include mailing information to parents, thank you cards to presenters, and any other instances where mailing is necessary.</p> <p><b>Printing—\$200.00:</b> pre-and post-surveys will be completed for the summer program. Digital cameras were previously purchased through a grant, so this will allow us to take pictures of the students and compile them in a keepsake box or book for each student.</p> <p><b>Salaries:</b> Additional funding to cover the salaries for this summer program will come from the following partners: Finney County United Way, Finnup Foundation, and individual and private donors.</p>
<p><b>Describe how your request will address one or more of the following:</b></p> <ol style="list-style-type: none"> <li>1) <b>alcoholism and drug abuse prevention and education,</b></li> <li>2) <b>alcohol and drug detoxification,</b></li> <li>3) <b>intervention in alcohol and drug abuse, or</b></li> <li>4) <b>treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers.</b></li> </ol>	<p>Our funding request centers on the prevention and education facets of our initiative. The Real Men Real Leaders leadership program model is designed to impart life skills to male youth in Finney County through hands-on core values. Adolescence, marked by experimentation, peer and school-related challenges, and burgeoning independence, is a critical period where youth are neurologically inclined to seek new experiences and take risks to shape their individual identities. These factors often expose them to risks such as drug and alcohol use, with male youth being particularly susceptible, trying substances as early as age 10.</p> <p>Recognizing the risks associated with early substance use, our premise underscores the importance of educating male youth about the harms and dangers of drugs and alcohol before they encounter such substances. Research indicates that accurate perceptions of the harm associated with drugs and alcohol significantly influence usage trends among male youth. Our approach involves early education facilitated by community experts and male role models who possess firsthand knowledge and cultural awareness. This proactive strategy aims to address the alarming statistics related to substance use among male youth.</p> <p>The AWARE Summer Health &amp; Wellness Leadership Program is a key component of our initiative, targeting male youth aged 10-15. It utilizes professional community experts and male role models to educate participants on the long-term health concerns, relational impacts, and legal ramifications of drug and alcohol use. The program establishes a lasting connection between participants and board members or instructors from Real Men Real Leaders, creating accessible community leaders for guidance and support when confronted with peer pressure related to substance use.</p>

	<p>Integral to the program is the emphasis on choosing physical activities over substance use. Athletic trainers from the Garden City Recreation Commission engage with youth for four days each week during the initial two weeks, incorporating diverse activities like basketball, flag football, baseball, soccer, swimming, walking, running, fishing, and hunting. The program extends beyond its core sessions, with Real Men Real Leaders staff and board members actively participating in activities organized by the Recreation Commission, YMCA, or the school district.</p> <p>Moreover, our program model underscores the significance of community engagement through our Volunteer Program. In 2023, participants collectively contributed 1,817 volunteer hours, engaging in activities like highway cleanups, fundraising for nonprofits, hosting community events, and assisting the elderly or those with illnesses. This year-round involvement instills a sense of responsibility in our youth, emphasizing the importance of caring for others instead of succumbing to the influence of drugs or alcohol.</p> <p>The following program visits are also included:</p> <ol style="list-style-type: none"> <li>1. <b>Kansas Highway Patrol:</b> teaches the importance of seat belts and the results of what can happen while driving under the influence of drugs or alcohol</li> <li>2. <b>Garden City Police:</b> teaches a drug and alcohol class</li> <li>3. <b>Garden City Fire Department:</b> shares information about drug and alcohol-related rescues</li> <li>4. <b>Finney County EMS:</b> shares information about treating victims who were under the influence or who were abused by those who were under the influence of drugs or alcohol</li> <li>5. <b>Finney County Sheriff Department:</b> shares information about being incarcerated from drug or alcohol arrests</li> <li>6. <b>Finney County Courthouse:</b> shares information about the consequences and laws if drugs or alcohol are involved</li> <li>7. <b>Juvenile Detention Center:</b> provides a tour of the facility to observe what it is like to be incarcerated there if arrested for drug or alcohol use; there is also a conversation with the counselor</li> <li>8. <b>Family Crisis:</b> shares information about teen dating, stalking, and the effects that drugs and alcohol can have in these situations</li> <li>9. <b>Eloy Gallegos:</b> discusses legal issues that can result from drug or alcohol use</li> </ol>
What data sets will you use to measure the effectiveness of your project?	<ol style="list-style-type: none"> <li>1. Attendance Achievement for all sessions</li> <li>2. Survey of program (pre- and post-) included with our End of Year Report</li> <li>3. The number of completion contracts</li> <li>4. The number of certificates awarded for completing the program</li> </ol>
Do you have any other partners in this project? If so, please tell us about them.	<p>For the Summer Health &amp; Wellness Leadership Program, our partners include the agencies previously mentioned for our program visits. Additionally, we partner with many businesses in the community that provide presentations and visits to their offices/buildings. We work closely with USD 457, St. Mary's, and St. Dominic's staff where our students attend so that we can address any issues a student may be having. This approach gives assurance that if the issue is addressed collaboratively by everyone, we will have a better success rate.</p>

Please complete and return to Danielle Burke, Assistant City Manager, PO Box 998, Garden City, KS 67846 by 4:00 p.m., January 26, 2024. For a digital version of this form, please visit the City of Garden City website at [www.garden-city.org](http://www.garden-city.org).

### **Alcoholic Liquor Fund**

The State of Kansas, in KSA 79-41a04, creates an Alcoholic Liquor Fund, and describes how those moneys are to be distributed back to local units of government. For cities with population greater than 6,000 (Garden City fits that category) the law sets forth that 1/3 of the money be credited to the general fund, 1/3 be credited to a special parks and recreation fund, and 1/3 to a special alcohol and drug programs fund in the city treasury.

The funds will be split into two processes. The first process, for which this is the application, will be reviewed by staff and has a limit of \$6,000 per request. The second process will be reviewed by the LiveWell Finney County Board and does not have a limit. Applicants may apply under both processes.

Distribution of funds comes in four, quarterly payments (generally disbursed in March, June, September, and December). Each agency receiving funds will be asked to complete an end of year review on awarded funds. The entire application needs to be complete in order for your agency to be considered.

### **Contacts**

Danielle Burke, Assistant City Manager  
301 N. 8<sup>th</sup> Street  
Garden City, KS 67846  
620-276-1157

LiveWell Finney County  
310 E. Walnut  
Garden City, KS 67846  
620-765-1180

# Application for use of Alcohol Tax Funds

2024 City of Garden City

Staff Review Process

**You may provide additional information. However, this form must be completed.**

Agency Name: Primary Contact Name: Address: Phone Number: Email Address:	Seeds of Hope Jail Ministry, Inc. Marci Smith 705 Ballinger St., Garden City, KS 67846 620-277-9588 Marci.seedsofhope@gmail.com
How will requested funds be used? Refer to KSA 79-41a04 for guidelines on usage.	Funds will be used to pay for supplies and a portion of the MRT Facilitators salary. Case management provided by Seeds Of Hope offers the targeted population a recovery driven opportunity to rebuild their lives and become better family members, neighbors, employees and community members.
Requested Amount of Funding:	\$6,000
Project budget: Please include as much detail as possible concerning your projected expenses as they relate to the request. The budget should also include all streams of funding from partners and in-kind donations that will be used to complete the project.	MRT Facilitator: (Average \$800 per month x 12) = \$9,600 x 50% = \$4,800  MRT Supplies: \$1,200 This includes books and supplies for meals provided at each class.  We receive funding from Finnup Foundation to help with additional MRT Facilitator salary and United Way for Directors salary.
Describe how your request will address <b>one or more</b> of the following; 1) alcoholism and drug abuse prevention and education, 2) alcohol and drug detoxification, 3) intervention in alcohol and drug abuse, or 4) treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers.	Seeds of Hope offers Moral Reconciliation Training (MRT) to all participants seeking assistance. MRT is an evidence based cognitive behavioral treatment that aims to change thought process and decision making associated with addiction. MRT works to build higher pinnacles of moral reasoning by coming face-to-face with your current behaviors, attitudes and beliefs. Participants are rewarded with a gift card for successfully completing their step and an opportunity to become a mentor once they've completed the class.  Our carefully structured class is also provided to inmates at the Finney County Jail. We've seen great success by engaging individuals inside the jail and providing supportive services to them once they are released. Our goal is to build a relationship of accountability and understanding from jail to classroom. Recovery is not linear, and many addicts lack the necessary support system to overcome their addiction. SOH takes a client-centered approach to help each participant create a plan to achieve realistic goals and overcome barriers. Case management often includes job coaching, financial management, obtaining identification documents and housing resources.  In addition to MRT, we are exploring additional evidence based cognitive supports to help participants overcome and prevent addiction in

<p>What data sets will you use to measure the effectiveness of your project?</p>	<p>How many participants attend more than one class of MRT.</p> <p>How many successfully complete 12 sessions.</p> <p>How many are referred to drug and alcohol counseling services.</p> <p>Rate of recidivism within the first 12 months.</p>
<p>Do you have any other partners in this project? If so, please tell us about them.</p>	<p>Catholic Charities, Emmaus House, United Way, Live Well Finney County and Ministerial Alliance.</p>

Please complete and return to Danielle Burke, Assistant City Manager, PO Box 998, Garden City, KS 67846 by 4:00 p.m., January 26, 2024. For a digital version of this form, please visit the City of Garden City website at [www.garden-city.org](http://www.garden-city.org).

### **Alcoholic Liquor Fund**

The State of Kansas, in KSA 79-41a04, creates an Alcoholic Liquor Fund, and describes how those moneys are to be distributed back to local units of government. For cities with population greater than 6,000 (Garden City fits that category) the law sets forth that 1/3 of the money be credited to the general fund, 1/3 be credited to a special parks and recreation fund, and 1/3 to a special alcohol and drug programs fund in the city treasury.

The funds will be split into two processes. The first process, for which this is the application, will be reviewed by staff and has a limit of \$6,000 per request. The second process will be reviewed by the LiveWell Finney County Board and does not have a limit. Applicants may apply under both processes.

Distribution of funds comes in four, quarterly payments (generally disbursed in March, June, September, and December). Each agency receiving funds will be asked to complete an end of year review on awarded funds. The entire application needs to be complete in order for your agency to be considered.

### **Contacts**

Danielle Burke, Assistant City Manager  
301 N. 8<sup>th</sup> Street  
Garden City, KS 67846  
620-276-1157

LiveWell Finney County  
310 E. Walnut  
Garden City, KS 67846  
620-765-1180



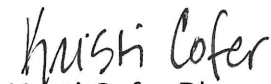
December 19, 2023

Dear Danielle and Team,

I am submitting the Application for use of Alcohol Tax Funds on behalf of St. Catherine Hospital - Garden City. We are requesting funds to support our MedSafe boxes located in the ER entrance and entrance of Siena Medical Clinic. The MedSafe boxes allow our patients and community members to properly and safely dispose of unused or expired medications. The MedSafe boxes utilize an inner liner as a receptacle to contain the medications until the liner is full and then replaced. These funds would be used to continue to purchase the inner liners.

We appreciate this opportunity for funding. Thank you for considering our organization.

Sincerely,

A handwritten signature in black ink that reads "Kristi Cofer". The script is cursive and fluid.

Kristi Cofer PharmD

Director of Pharmacy St. Catherine Hospital – Garden City

# Application for use of Alcohol Tax Funds

2024 City of Garden City

Staff Review Process

**You may provide additional information. However, this form must be completed.**

Agency Name: Primary Contact Name: Address: Phone Number: Email Address:	St. Catherine Hospital Garden City Shawna Roark 401 E Spruce Garden City, KS 67846 620-272-2551 shawnaroark@centura.org kristicofer@centura.org
How will requested funds be used? Refer to KSA 79-41a04 for guidelines on usage.	<p>These funds would be used to purchase MedSafe Box inner liners for the two Med Safe boxes located on the campus of St. Catherine Hospital in Garden City. Unused and expired prescription medications are a public safety issue, which when unaddressed can lead to an increase in potential accidental poisoning, drug misuse and overdose. Proper disposal of unused drugs saves lives and helps protect the environment. Community Medication disposal boxes provide the public an opportunity to safely dispose of their expired and unused medication.</p> <p>St. Catherine Garden City has two MedSafe “blue bin” containers available to the public one being in the ER entrance and the other in the Siena Medical Clinic entrance. The MedSafe boxes are DEA-compliant. When the inner liner fills, our authorized pharmacy staff can safely remove the liner, seal it in the prepaid, authorized box, and return it for incineration per the DEA’s destruction standard.</p>
Requested Amount of Funding:	\$5,000.00
Project budget: Please include as much detail as possible concerning your projected expenses as they relate to the request. The budget should also include all streams of funding from partners and in-kind donations that will be used to complete the project.	<p>This project has been funded by grants since implementation in 2015. The only associated expense is purchasing the prepaid authorized box used on the inside of the receptacles. Each individual inner box is \$130. The MedSafe inner liners are replaced on average every four weeks. This is approximately \$3500 a year. If approved, these funds will allow us to continue to provide our community the ability to safely and properly remove unused or expired medications for at least the next year. Unfortunately, we do not receive donations to ensure this community service will be continued.</p>
Describe how your request will address <b>one or more</b> of the following; 1) alcoholism and drug abuse prevention and education, 2) alcohol and drug detoxification, 3) intervention in alcohol and drug abuse, or 4) treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers.	<p>These MedSafe blue bins allow safe and proper destruction medications including narcotics and controlled substances. Given the nation’s opioid crisis, this provides our community a safe way to destroy controlled substances no longer needed preventing them from being inappropriately used or even possibly distributed.</p> <p>The most recent Kansas Communities that Care Survey indicated that most kids in Finney County that reported misusing prescription drugs in the last 30 days reported either receiving and/or taking the drugs from a friend or family member. The continuation of the medication disposal program at St. Catherine Hospital will continue to ensure that families have another way of keeping unused medications out of the hands of our community young people.</p>

<p>What data sets will you use to measure the effectiveness of your project?</p>	<p>The data set we measure is the frequency of box exchange. Upon initiation, we wouldn't replace a box but every three months. Over the years, as the availability of the MedSafe blue bins have become more known, we now replace the boxes every four weeks. Initially, a MedSafe blue bin was only available in the ER entrance. Seeing the utilization increase over the years, we added an additional MedSafe blue bin in Siena entrance in 2018.</p>
<p>Do you have any other partners in this project? If so, please tell us about them.</p>	<p>LiveWell Finney County was instrumental in the initiation of this project. We have successfully collaborated with them in continuing to offer this service to our community.</p>

Please complete and return to Danielle Burke, Assistant City Manager, PO Box 998, Garden City, KS 67846 by 4:00 p.m., January 26, 2024. For a digital version of this form, please visit the City of Garden City website at [www.garden-city.org](http://www.garden-city.org).

### **Alcoholic Liquor Fund**

The State of Kansas, in KSA 79-41a04, creates an Alcoholic Liquor Fund, and describes how those moneys are to be distributed back to local units of government. For cities with population greater than 6,000 (Garden City fits that category) the law sets forth that 1/3 of the money be credited to the general fund, 1/3 be credited to a special parks and recreation fund, and 1/3 to a special alcohol and drug programs fund in the city treasury.

The funds will be split into two processes. The first process, for which this is the application, will be reviewed by staff and has a limit of \$6,000 per request. The second process will be reviewed by the LiveWell Finney County Board and does not have a limit. Applicants may apply under both processes.

Distribution of funds comes in four, quarterly payments (generally disbursed in March, June, September, and December). Each agency receiving funds will be asked to complete an end of year review on awarded funds. The entire application needs to be complete in order for your agency to be considered.

### **Contacts**

Danielle Burke, Assistant City Manager  
301 N. 8<sup>th</sup> Street  
Garden City, KS 67846  
620-276-1157

LiveWell Finney County  
310 E. Walnut  
Garden City, KS 67846  
620-765-1180

# Application for use of Alcohol Tax Funds

2024 City of Garden City

Staff Review Process

**You may provide additional information. However, this form must be completed.**

Agency Name: Primary Contact Name: Address: Phone Number: Email Address:	Turning Point Church of the Nazarene Nathan Haeck 2720 N Campus Dr. 620-275-4278 pastorhaeck@gmail.com
How will requested funds be used? Refer to KSA 79-41a04 for guidelines on usage.	We will be using these funds to support a portion of the newly established Celebrate Recovery program at the church. This program meets not only in the jail on a weekly basis but also at the church. This would provide resources through the entire process including but not limited to Journal books, pens, support chips, bibles, advertising material, meals for attendees, and childcare for attendees.
Requested Amount of Funding:	\$5,500
Project budget: Please include as much detail as possible concerning your projected expenses as they relate to the request. The budget should also include all streams of funding from partners and in-kind donations that will be used to complete the project.	Journal Sets: 100 x \$ 20.00= \$2,000 Bibles: 100 x \$16.00= \$1,600 Pens: 200 x \$.50= 100 Support Chips:: 100 x \$7.15= \$715 Meals: \$585.00 Childcare: \$500.00  This will be further pushed forward with support from the local church.
Describe how your request will address <b>one or more</b> of the following; 1) alcoholism and drug abuse prevention and education, 2) alcohol and drug detoxification, 3) intervention in alcohol and drug abuse, or 4) treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers.	The Celebrate Recovery Program is designed for people with addictions and issues to work through issues in their life. It provides a support network and a place to have accountability and support to overcome and not return to their past. This is both an intervention and prevention program all in one. This does also help break the cycle of addictions in homes and supports families as they go through the recovery process. As we partner with other local churches this program will provide strategic connections that prevent further abuse of drugs and alcohol.
What data sets will you use to measure the effectiveness of your project?	This program will be evaluated through attendance records and personal testimonies. Strict records will be maintained for accountability purposes as well.
Do you have any other partners in this project? If so, please tell us about them.	We have partnered with churches and non profit organizations in the community in order to be successful. Each of these organizations have a goal to help people overcome these addictions and not get into them in the first place..

Please complete and return to Danielle Burke, Assistant City Manager, PO Box 998, Garden City, KS 67846 by 4:00 p.m., January 26, 2024. For a digital version of this form, please visit the City of Garden City website at [www.garden-city.org](http://www.garden-city.org).

**Alcoholic Liquor Fund**

The State of Kansas, in KSA 79-41a04, creates an Alcoholic Liquor Fund, and describes how those moneys are to be distributed back to local units of government. For cities with population greater than 6,000 (Garden City fits that category) the law sets forth that 1/3 of the money be credited to the general fund, 1/3 be credited to a special parks and recreation fund, and 1/3 to a special alcohol and drug programs fund in the city treasury.

The funds will be split into two processes. The first process, for which this is the application, will be reviewed by staff and has a limit of \$6,000 per request. The second process will be reviewed by the LiveWell Finney County Board and does not have a limit. Applicants may apply under both processes.

Distribution of funds comes in four, quarterly payments (generally disbursed in March, June, September, and December). Each agency receiving funds will be asked to complete an end of year review on awarded funds. The entire application needs to be complete in order for your agency to be considered.

**Contacts**

Danielle Burke, Assistant City Manager  
301 N. 8<sup>th</sup> Street  
Garden City, KS 67846  
620-276-1157

LiveWell Finney County  
310 E. Walnut  
Garden City, KS 67846  
620-765-1180



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Danielle B. Burke, Assistant City Manager  
**DATE:** March 5, 2024  
**RE:** 2024 - 2nd Portion AFAC Funds Recommendation

---

### **ISSUE:**

The Governing Body is asked to consider and approve the distribution of the 2nd portion of the \$50,000 of the AFAC funds as recommended by the LiveWell Finney County Board.

### **BACKGROUND:**

The Alcohol Fund Advisory Committee (AFAC) was established in 1982 to advise the governing bodies of the City and County on the distribution of alcohol consumption tax funds. Funding for AFAC is established in KSA 79-41a04, which creates an Alcoholic Liquor Fund, and prescribes how those monies are to be distributed back to local units of government. For cities with populations greater than 6,000, the law sets forth that 1/3 of the money be credited to the general fund, 1/3 be credited to a special parks and recreation fund, and 1/3 to special alcohol and drug programs funded in the city treasury.

The AFAC funds are split 50/50. The first portion is managed by staff, and any organization that met the requirements of the statute could receive up to \$6,000 through that request.

The second portion is for applications that exceed \$6,000 and are reviewed and scored by the LiveWell Finney County Board. One applicant, Big Brothers Big Sisters, was considered under this process.

Big Brothers Big Sisters requested \$25,000 and has a recommendation from the LiveWell Finney County Board to be fully funded.

The City of Garden City will be responsible for 90% of the recommended allocation, or \$22,500, and the County will be responsible for the remaining 10% of the recommended allocation, or \$2,500. This will go before the County Commission at the March 18, 2024 meeting.

### **ALTERNATIVES:**

1. The Governing Body may approve the recommendation from LiveWell Finney County Board to award \$25,000 to Big Brothers Big Sisters.
2. The Governing Body may alter the recommendation from LiveWell Finney County Board.
3. The Governing Body may provide alternative direction.

### **RECOMMENDATION:**

Staff recommends Governing Body approve the recommendation from LiveWell Finney County Board to award \$25,000 to Big Brothers Big Sisters.

**FISCAL NOTE:**

If approved, the City of Garden City will expend \$22,500 from the AFAC Fund dedicated for this grant round. This leaves \$27,500 remaining of unallocated funds for this portion of the grant process.

**ATTACHMENTS:**

Description	Upload Date	Type
Big Brothers Big Sisters Application	2/12/2024	Backup Material



# Application for use of Alcohol Tax Funds

2024 City of Garden City

LiveWell Finney County Process

**You may provide additional information. However, this form must be completed.**

Agency Name:	Big Brothers Big Sisters of Finney County
Moneys in the special alcohol and drug programs fund shall be expended only for the purchase, establishment, maintenance or expansion of services or programs whose principal purpose is alcoholism and drug abuse prevention and education, alcohol and drug detoxification, intervention in alcohol and drug abuse or treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers.	<p>Knowing this language will be the used to scrutinize and make awards for these funds please provide 2-3 pages of written documentation that provides an explanation of:</p> <ul style="list-style-type: none"><li>• Is this request for purchase, establishment, maintenance or expansion of services or programs?</li><li>• Is this request for services or programs? If both, please explain.</li><li>• Principal purpose is defined as: first in importance, rank or value. Explain how your request will be used towards a service or program whose principal purpose is alcoholism and drug abuse prevention/education, detoxification, intervention abuse or treatment</li><li>• If this maintenance or not your first request for these funds, please provide the committee with how much you request in the first 50% and how much you have received in previous years.</li><li>• Provide documentation of who else you will receive funding from for this same purpose in 2024.</li><li>• Can you provide receipts for the use of the funds provided for by this grant?</li></ul>
Requested Amount of Funding Actual budgets for three previous years and projected 2024 budget. Also highlight where the funds you are requesting will go.	<p>\$25,000</p> <p>Please see Attached</p>



## 2024 AFAC Proposal

Big Brothers Big Sisters is applying for AFAC Funding for 2024 in the amount of \$25,000 from the second 50% of the funds for **maintenance/expansion** of our One-to-One Youth Mentoring Program to specifically serve up to 45 local youth at high risk of abusing alcohol. This is a program within our agency that provides screened, supervised, professionally supported one-to-one mentoring relationships for local high risk youth ages 5-17. This year, we are requesting \$25,000 from the first round of funding to be used to pay for case management of referrals, screening, and supervision of matches. In 2023, we received \$20,000, in 2022, we received \$19,000, 2021 \$16,000. Our requests for service have continued to increase year after year and our need for additional staff to adequately and safely serve these youth has increased as well. AFAC funding is even more imperative this year, to meet the needs of these youth at high risk of alcohol abuse in Finney County. Our current staff is a full caseload over their individual caseloads.

**PRINCIPAL PURPOSE/EFFICIENCY:** Funds will be used to pay for direct costs for case management of youth and matches where the youth is identified through assessment as high risk for alcohol use. There are no other costs added. We will use other funding to pay for those costs. This will assist with our full goal of matching up to 45 high risk youth one- to-one with a mentor. It is the purpose of this program to prevent youth from engaging in risky behaviors –alcohol use, and to increase their decision-making skills, social skills, emotional well-being, and educational success. Our One-to-One Match Program (one child, who is professionally assessed for their individual needs, matched with one volunteer who is also screened, professionally assessed, and found to be the best match to assist with that child's needs). BBBS is a nationally known prevention program for alcohol use in youth. This program not only changes the knowledge of the child but changes their perspective and behavior creating lasting positive change. Our staff will be coordinating with all local public schools, law enforcement, and Garden City Community College to provide this program. Program is available to any child referred to our program by another agency, law enforcement, or a local school. Meetings between matches will be held in local schools where the child is already attending or in the community. Big Brothers Big Sisters one-to-one mentoring model uses evidence – based research methods that have been validated and proven to effectively prevent alcohol use in youth with both short-term and long-term results. Of the following six categories identified by the Center for Substance Abuse Prevention:

- 1) Problem Identification and Referral
- 2) Alternatives and Activities
- 3) Community-Based Change Efforts
- 4) Environmental Approaches
- 5) Prevention Education
- 6) Information Dissemination

Our project will include Problem Identification and Referral, Alternatives and Activities, Community-Based Change Efforts, Prevention Education, and Information Dissemination. Big Brothers Big Sisters of America distinguishes itself from other mentoring programs via rigorous published standards and required procedures:

- *Orientation* is required for all volunteers.
- *Volunteer Screening* includes a written application, federal fingerprint, state fingerprint, local, Dru Sjogen Registry, and child abuse/sex offender registry background checks, an extensive interview, and a home assessment; 3 reference checks and spouse/significant other reference, references from therapists, and from previous agencies they volunteered with. A detailed written professional assessment is completed detailing the recommendation to be a Big, information about the best fit for the volunteer and a potential Little, any concerns, strengths, weaknesses, interests, former volunteer experiences, education, family background, relationships, reliability, maturity, what issues the

better school attendance or grades, improving relationships with family members, learning new skills, or developing a new hobby. Matches tend to engage in developmentally appropriate social activities such as going to a movie, shopping, attending a sports event, going to a restaurant, reading books, going on a hike, going to museums, or simply hanging out and sharing thoughts. According to Grossman and Garry (1997), "Such activities enhance communication skills, develop relationship skills, and support positive decision-making. BBBSA provides local agencies with mentoring program Standards & Required Procedures about screening, matching, training, supervising, and monitoring mentors/volunteers. Every agency is strictly audited each year for Program Standard Compliance through Big Brothers Big Sisters of America.

### **Evaluation Outcomes: Proven Alcohol Use/Abuse Prevention**

According to results from the Tierney, Grossman, and Resch (2000) study, mentored youths in the Big Brothers Big Sisters (BBBS) program were 46 percent significantly less likely to initiate drug use and 27 percent less likely to initiate alcohol use (minority youth were 70% less likely to initiate alcohol use, compared to control group participants. Short term, youth show increased self-esteem, better grades, school success, school participation, reduced truancy and delinquency, **elimination or reduction of first underage use of alcohol/drugs**, better relationships with parents/peers, and increases ability to make good decisions. Long term outcomes show high school graduation, post high school education including college, gainful employment, and ability to manage issues without use of drugs/alcohol. Statistics show that kids who participate in Big Brothers Big Sisters programs are more likely to graduate high school, and more likely not to be involved in the juvenile justice system or to use alcohol. Those youth with a high school diploma will earn on average \$10,000 per year more than those without a diploma. They are also more likely to attend college, which raises their income exponentially.

BBBS focus is to help children facing adversity to become productive citizens able to achieve lifelong success. We want to eliminate the chances of the children in our community becoming a statistic. Our agency runs on a small staff and a large group of volunteers within our community. Every staff member is required to complete a 72-hour Program Management certification course through Big Brothers Big Sisters of America to maintain the efficacy of the model, to protect the children who are matched with local volunteers and to assure their understanding of the programs and needs of our youth. This is completed online, by webinar, and is kept on file in our office each year and turned into Big Brothers Big Sisters of America with our required Annual reports.

### **Evaluations completed on children in our local Finney County programs consistently show effective results as reported by local teachers, counselors, volunteers, parents, and each individual child. See attachment 1.**

Not only were the vulnerable at-risk youth referred and matched with a mentor able to avoid alcohol use but were able to show the protective and resiliency effects of this one-to-one mentoring were substantial in all areas.

With funding from AFAC in 2023, our agency successfully matched 35 youth at high risk of premature alcohol use (as noted in Youth Assessment and RPI) in Finney County with a mentor. Our one-to-one mentoring programs are a vital community resource because they help to fill the gap for those underserved youth who require extra attention to prevent risky behaviors and achieve success! We are still serving youth ages 5 to 17, from Burmese refugees to youth on the verge of dropping out, and youth who are living in poverty/have had family members arrested, have a history of family substance abuse, and have no goals for the future. These kids get the help they need at school, at home, and in the community through our programs. We have also implemented a career mentoring program at Garden City High School to help kids explore careers and get hands-on experience.

### **Our goals for Youth Alcohol Prevention are:**

- **To follow the Big Brothers Big Sisters Proven, Evidence-Based Alcohol Prevention Model and recruit, screen, train mentors to be matched one-to-one with a minimum of 45 underserved youth from the targeted areas as determined by local needs assessment: Youth who are in families where their parent/guardian is on probation, has been in jail, history of substance abuse, children who live in homes where English is not the primary language, minority/refugees, or children that are at high risk**

**Charles O. Stones Intermediate Center**

401 N. Jennie Barker Road

Garden City, Kansas 67846

(620) 805 – 8300

February 20, 2023,

To Whom It May Concern,

I am writing in support of the Big Brothers Big Sisters (BBBS) grant application. BBBS has been very supportive of Charles Stone Intermediate Center students. Being the full-time counselor, it is difficult to meet and provide adequate support for every child due to our large student population. Therefore, BBBS has provided our students with an additional mentor for all areas of support including emotional, social, and academic. I greatly appreciate the BBBS organization as their staff is amazing and their volunteers care greatly for our students.

Since starting my job this year at Charles Stones, I have seen several positive changes in the students that the BBBS organization serves. The students have been working on their goals throughout the school year. Some of these goals include: self-confidence, coping skills, friendship/social skills, behavior improvements, among others. I have noticed that these students seem more confident in their abilities and have branched out of their comfort zones more. The students appear to make great connections with their Bigs and look forward to them coming weekly. Additionally, the volunteers are consistent and dedicated to mentoring their littles.

I have nothing but positive things to say about this program. Furthermore, I fully support more funding for the Big Brothers Big Sisters organization. The additional funding for this organization will aid in recruiting more volunteers and continuing to support local students. I have seen first-hand how difficult it has been for this organization to find appropriate volunteers. Overall, this funding would not only benefit students of Garden City but this organization as well. It has been a privilege and an honor to work with the BBBS organization and I look forward to many more years of collaborating together.

Sincerely,



Ryli Soukup-Gottschalk

School Counselor, Charles O. Stones Intermediate Center

(620) 805- 8307 rsoukup1@gckschools.com



November 1, 2023

RE: Letter of Support for Big Brothers Big Sisters of Finney and Kearny Counties

To Whom it may concern:

I am writing this letter in support of the grant application from Big Brothers Big Sisters of Finney and Kearny Counties. Having worked in Finney County for the past 30 years with children I can attest to the value that BBBS brings to the community.

Big Brothers Big Sisters is beneficial to students of all ages and is instrumental in the development of healthy youths by addressing their need for positive adult contact, thereby reducing risk factors for negative behavior and enhancing protective factors for positive behavior. Mentors form strong positive relationships with their mentees that express care, challenge growth, share power, and expand possibilities and dreams.

As a former State Network Director for Kansas Big Brothers and Big Sisters I can tell you that Big Brothers Big Sisters of Finney and Kearny Counties is one of the best in the state and is a good steward of the funds granted to them to support the youth of Finney and Kearny County. I support their grant application and look forward to their continued work with our youth.

Best Regards,

Robert DeLeon  
Sr Community Engagement Manager  
Unite Us  
[robert.deleon@uniteus.com](mailto:robert.deleon@uniteus.com)  
620-521-3046

## **Big Brothers Big Sisters Mentoring Programs**

### **Attachment 1**

#### **Budget Breakdown**

#### **Other Allocated Funding**

#### **Last Year's Statistics on Youth Served with AFAC Funding**

#### **3 Years Previous Budgets Profit and Loss**

#### **Cost Breakdown for Big Brothers Big Sisters Mentoring Program**

We figure the cost of the matches according to the amount of time needed for each Little's referral, assessment, and matching, as well as the time spent to recruit, train, screen, match, supervise and assess each match. We are asking AFAC to fund direct case management for the youth who will be served by this grant. Youth matched for this grant will be the highest assessed risk for alcohol use for 2023. We will assess these youth when they are referred to get this data. The more funding we are allotted, the more youth we can reach. Other grant funds we have are not allotted to prevention of alcohol use specifically.

## **BIG BROTHERS BIG SISTERS OF AMERICA STUDIES AS EFFECTIVE ONE-TO-ONE MENTORING PROGRAMS FOR PREVENTION OF ALCOHOL USE IN YOUTH**

### **PRINCIPLES OF EFFECTIVENESS: (Problem Identification and Referral/Community-Based Change Efforts)**

Every Big Brothers Big Sisters One-to-One Mentoring program utilizes an award winning, validated, evidence-based, Program Outcome Evaluation Tool created by Big Brothers Big Sisters of America, Inc., from information gathered from parents/guardians, volunteers, schools, and mental health agencies (if relevant). Big Brothers Big Sisters of Finney County has used this tool for more than 15 years to effectively measure each child's progress in 21 key areas as well as overall trends in these areas to identify those issues which need more attention to successfully improve the mental health and overall success of each child in our program. (Question 15 specifically asks if the child has been able to avoid substance abuse-drugs/alcohol).

Big Brothers Big Sisters programs have been proven effective as prevention programs. According to a major four-year study by Public/Private Ventures, youth matched with a Big Brother or sister were 70% less likely to be arrested, 53% less likely to skip school, 33% less likely to engage in violent confrontations, 46% less likely to initiate drug use (70% less likely for minority students), and 27% less likely to start drinking alcohol (50% less likely for minority students). A 2-year study of five School-Based Mentoring Programs by Big Brothers Big Sisters of America, funded by UPS, showed that of youth matched one-to-one at school: 64% had better attitudes toward school, 58% achieved higher grades in social studies, languages, and math, 60% improved relationships with adults, and 64% had higher self-confidence. Providing adult volunteer mentors has a positive impact with far-reaching results, as children with positive self-confidence and academic success are less likely to drop out of school and less likely to begin using drugs or alcohol or engaging in delinquent behavior.

Program Outcomes Nationally with very high-risk youth:

An evaluation of the BBBSA program has been conducted to assess children who participated in BBBSA compared to their non-participating peers. After an 18-month period, BBBSA youth:

- were 46% less likely than control youth to initiate drug use during the study period.
- were 27% less likely to initiate alcohol use than control youth.
- were almost one-third less likely than control youth to hit someone.
- were better than control youth in academic behavior, attitudes, and performance.
- were more likely to have higher quality relationships with their parents or guardians than control youth.
- were more likely to have higher quality relationships with their peers at the end of the study period than did control youth.

The information for this fact sheet was excerpted from: McGill, D.E., Mihalic, S.F., & Grotspeter, J. K. (1998). [Blueprints for Violence Prevention](#), Book Two: Big Brothers Big Sisters of America. Boulder, CO: Center for the Study and Prevention of Violence.

Big Brothers Big Sisters of Finney & Kearny Counties is required to follow this model in its programs, and utilize BBBSA's program outcome evaluations. Every child in our programs are evaluated using this national model that tracks the needs and progress of each child. The process includes the child's parent or guardian from the beginning and providing input throughout the life of the match.

that sustained relationships were those developmental ones in which the mentor saw himself or herself as a friend, not as a teacher or preacher (Tierney et al., 1995, p. 51). Unlike some other relationships between mentors and youths, the developmental relationships were grounded in the mentor's belief that he or she was there to meet the developmental needs of the youth to provide supports and opportunities the youth did not have. While most developmental volunteers ultimately hoped to help their youth improve in school and be more responsible, they centered their involvement and expectations on developing a reliable, trusting relationship, and expanded the scope of their efforts only as the relationship strengthened (Morrow and Styles, 1995, p. ii).

These volunteers placed top priority on making the relationships enjoyable and fun for both partners. Furthermore, they were there for the Little Brother or Sister, listened nonjudgmentally, looked for the youths interests and strengths, and incorporated the youths into the decision-making process (gave them voice and choice) of their activities. From a resilience perspective, adult mentors provided the three protective factors: a caring relationship, positive expectations and respect, and ongoing opportunities for participation and contribution. According to the researchers, adult mentors saw risks existing in the environment not in the youths. Fortunately, two-thirds of the 82 relationships examined were developmental. In contrast, in prescriptive relationships, the adult volunteers believed their primary purpose was to guide the youths toward the values, attitudes, and behaviors the adult deemed positive. Adults in these relationships set the goals, the pace and/or the ground rules for the relationship. These volunteers were reluctant to adjust their expectations of the youth or their expectation of how quickly the youth's behavior could change (Morrow and Styles, 1995, p. iii). A majority of these prescriptive volunteers were there to fix kids typically, to improve school performance. Thus, most of their shared time was spent in conversation about grades and classroom behavior, not fun activities. For these volunteers, risk was seen as existing within the young person. What seemed to stand out for these prescriptive volunteers was less the deficiencies present in the youth's environment, and more particularly in terms of morals and values those present in the youth themselves deficiencies prescriptive volunteers frequently sought to rectify (Morrow and Styles, 1995, p. 40).

Not surprisingly, adults and youths in prescriptive matches found the relationship frustrating and non-supportive. Of these relationships, only 29 percent met consistently (compared with 93 percent of the developmental), and at the 18-month follow-up, only 32 percent were ongoing (compared with 91 percent of the developmental) (Morrow and Styles, 1995, p. 18). A Prescriptive Relationship Youth: When I went out with my Big Brother he...said, Okay, let's go get the library card and let's go to the library and check out a book. But I stayed at the library all day and he kept coming back, and telling me I didn't have the right information. So I studied there until closing time in the library. I was sitting there doing a report on toads and frogs, and when he came back, I had my report done, but I didn't have a rough draft. So like I wrote word for word out of the book; he said that's cheating. I just sat there and dropped in tears. Interviewer: What upset you about that? Youth: I didn't wanna stay there, I felt like I was supposed to write the report in my own words. Like some of it I got out of the book and some of it came out of my own head...I had to do it over... And when he picked me up from the library, it was raining. (Abridged from Building Relationships With Youth in Program Settings, p. 63).

A Developmental Relationship Mentor: [When he told me about a bad grade] I kind of focused on his other grades first, he said that he had done a good job with the other ones. And then I asked him if he wanted to do better in it, and then I kind of asked him how he could do better. And it was a pretty simple thing because he just didn't do a couple reports. So we decided that, you know, the next ones he got I would help him with them if he wanted. And we did that twice. You know, so it's like what can we do together to do this... When I came home with even a B or even an A-, sometimes it would be well why did you get a minus here. It wasn't like, oh you did great. So I was sensitive to that. (From Building Relationships With Youth in Program Settings, p. 59).

Supportive Program Infrastructure From the studies of Big Brothers/Big Sisters recruitment and screening, and program practices, as well as earlier P/PV research on mentoring, the researchers conclude that there are some



requires that adults see the innate resilience and health of young people (Marshall, 1998). Other studies have reached similar conclusions (Resnick et al., 1997; Hattie et al., 1997). Tierney recommends more research to explore the impact of both volunteer and youth characteristics (p. 53). Health and resilience unfold in environments of caring relationships, high-expectation messages, and opportunities for participation and contribution. These environments meet basic human needs for love and belonging, respect, identity, mastery, power, and meaning (Benard, 1991). Sound program management is critical. Program procedures and policies must be well attended to. A Big Brothers/Big Sisters match is carefully administered and supported by rigorous standards and trained personnel. Big Brothers/Big Sisters staff members strive for matches that are not only safe and suited to the child's needs but also harmonious and built to last. They take care in selecting volunteers, orienting them, and matching them with children. But Big Brothers/Big Sisters workers are more than just matchmakers. They provide ongoing support, consultation, and supervision to the youth and the youth's family, and often the mentor receives training support that helps all parties get through rough spots in the relationship. P/PV estimates an effort like this costs \$1,000 for each mentored youth (Tierney et al., p. 52).

The health of the helper must be a focus of prevention and education efforts. The mental health and wellbeing of the mentor are critical for program success. The Big Brothers/Big Sisters evaluation found that serving the needs of mentors is as important as serving the needs of youth. According to Ferguson's 1990 study, most programs expect to use volunteer mentors to supplement the love and attention that their paid staffs provide to children, but those that have tried have experienced only limited success at finding mentors and keeping them active. They have discovered that fulfilling mentors' needs is as important for sustaining their involvement as fulfilling youths' needs is to sustaining theirs (p. 15). This finding directly parallels what has been discovered by educational researchers like McLaughlin (1990): Meeting the needs of teachers is a fundamental prerequisite to engaging students. Caregivers must connect to their own health in order to be developmental in their approach with youth: nonjudgmental, respectful, empathic, hopeful, and reciprocal. Mentors, adult helpers, cannot give what they do not have (Mills, 1993). Planning for "mentor-rich" environments must be a major focus of prevention, education, and youth services. Researcher Marc Freedman (1993) explains, "Creating mentor-rich settings: schools, social programs, youth organizations is one way of moving beyond the chimera of super-mentoring, in which a single charismatic adult is called on to be a dramatic influence, providing all the young person's needs in one relationship. In reality, young people need more than one relationship to develop into healthy adults (p. 111)."

The Big Brothers/Big Sisters study, along with years of research on resilience and positive youth development, show clearly the path for youth policy and educational reform. (See other publications in this series.) Unless we focus on the mediating variables of relationships, beliefs, and opportunities for participation, we will not achieve the desired outcomes of reduced alcohol and other drug abuse, school success, and compassionate and responsible citizens. This is the key message of resiliency research and the Big Brothers/Big Sisters evaluation; this is the message for prevention practitioners, educators, youth and education policymakers, and our adult society."

### **Program Theory**

BBBS mentoring is loosely based on the theory of social control, where attachments to prosocial, supportive adults, a commitment to appropriate goals, and a mutually trusting relationship between the mentor and mentee (adult and youth) can allow the child to begin to feel more socially accepted and supported. The increased level of support from adults allows youths to view themselves in a more positive light and engage in more constructive behavior. *Youth who are more socially bonded have more to lose from misbehavior.*

## 2024 AFAC GRANT Budget

\$6,000.00\$ 25,000.00

AFAC Mentoring Program Budget

	<b>INCOME</b>	<b>2024</b>	
4105	Donations	\$ 10,000.00	Projected
4115	WKCF Trust Fund	\$ 29,000.00	Projected
	WKCF Emergency Grant	\$ 5,000.00	Requested
4135	AFAC	\$ 31,000.00	Requested
4150	Diversion Funds	\$ 3,000.00	Projected
4160	Finnup Foundation	\$ 39,000.00	Requested
4160	United Way	\$ 10,300.00	Committed/Requested
4195	Wal-Mart	\$ 2,000.00	Requested
4300	Western KS Community Foundation	\$ 4,540.00	Requested
4200	Sam's Club	\$ 1,500.00	Requested
	JJ12	\$ 11,000.00	Received
	MY105	\$ 4,000.00	Received
	BBBSA Grant JJ13	\$ 46,819.00	Committed
	BBBSA Grant MY106	\$ 12,129.00	Committed
4110	Match Day Campaign	\$ 10,000.00	Projected
	YWOP Tree /wreath sale	\$ 1,750.00	Projected
	Mystery Dinner	\$ 5,000.00	Projected
4019	Golf Tournament	\$ 5,902.00	Projected
4017	Interest Income	\$ 35.00	Projected
4048	<b>TOTAL INCOME</b>	<b>\$ 231,975.00</b>	
	<b>EXPENSES</b>		
	<b>PAYROLL EXPENSES</b>		
	Executive Director	\$ 63,784.00	
5160	Employee Insurance	\$ 13,996.00	
5555	federal unemployment	\$ 2,800.00	
	Case Managers -	\$ 94,892.00	
5700	Payroll Taxes	\$ 12,139.00	
	Matchforce	\$ 3,900.00	
	Office Supplies	\$ 1,500.00	
	Copies	\$ 2,500.00	
	Postage	\$ 500.00	
5765	Internet	\$ 1,200.00	
	Mileage	\$ 5,500.00	
	Business Insurance	\$ 6,500.00	
	Criminal Background Checks	\$ 6,000.00	
	Rent	\$ 13,764.00	
	Equipment/Repairs	\$ 1,000.00	
5771	Recruitment / Promotion	\$ 2,000.00	
5270			
5120	<b>TOTAL EXPENSES</b>	<b>\$ 231,975.00</b>	

This budget is not our entire agency budget, only the budget for our one-to-one evidenced based mentoring program. These funds are allocated to the mentoring programs but none of them are specifically allocated to alcohol prevention We will provide receipts or further documentation on request  
AFAC request will be allocated for Prevention of alcohol use/abuse for those youth who are at High Risk as determined by our RPI --risk assessment



## **2023 Statistics for Big Brothers Big Sisters of Finney & Kearny Counties**

***Youth matched with a Big Brother or Big Sister Volunteer maintained appropriate baseline level or improved in the following areas:***

97% maintained or demonstrated improved self-confidence, 68% showed significant improvement,  
97% were able to express their feelings appropriately, 47 % showed significant improvement,  
89% were able to make decisions, 47% showed significant improvement,  
97% had hobbies or interests outside of school, 34% showed significant improvement in development of hobbies or interests outside of school,  
97% had appropriate hygiene, 16% showed significant improvement in personal hygiene,  
87% had a good sense of the future, 21% showed significant improvement in having a sense of the future,  
84% were able to use community resources, 16% showed significant improvement in using community resources,  
84% were able to use school resources, 24% showed significant improvement in using school resources,  
82% performed well in school, 50% showed significant improvement in school performance,  
79% participated in class, 47% showed significant improvement in class participation,  
87% were able to maintain good behavior in the classroom, 39% showed significant improvement in behavior,  
89% were able to avoid delinquency, 16% showed significant improvement in avoidance of delinquency,  
95% were able to avoid substance/alcohol use, 3% showed significant improvement in avoidance of alcohol abuse,  
95% showed trust toward their teacher, 58% showed significant improvement in trusting their teacher,  
92% showed respect for other cultures, 24% showed significant improvement in respecting other cultures,  
95% showed good relationship with their family, 24% showed significant improvement in family relationships, and  
95% showed good relationships with peers, 53% showed significant improvement in relationships with peers.  
74% improved their grades:  
29% improved in one class,  
24% improved in two classes,  
13% improved in three classes,  
8% improved in four classes,  
74% of youth improved in reading, and  
79% improved in math.

## BIG BROTHERS BIG SISTERS MENTORING

## 2023 AFAC GRANT REQUESTS

## AFAC Small Grant Budget

	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	
Program Coordinator/CM	\$ 333.33	\$333.33	\$333.34	\$ 333.33	\$ 333.33	\$ 333.34	\$ 333.33	\$ 333.33	\$ 333.34	\$3,000.00
Case Manager	\$ 333.33	\$333.33	\$333.34	\$ 333.33	\$ 333.33	\$ 333.34	\$ 333.33	\$ 333.33	\$ 333.34	\$3,000.00
TOTAL										\$ 6,000.00

## AFAC LARGE GRANT BUDGET

CM	\$ 518.52	\$518.52	\$518.52	\$ 518.52	\$ 518.52	\$ 518.52	\$ 518.52	\$ 518.52	\$ 518.52	\$4,666.68
CM	\$ 443.52	\$443.51	\$443.52	\$ 443.51	\$ 443.52	\$ 443.52	\$ 443.52	\$ 443.52	\$ 443.51	\$3,991.64
Quality Assurance/Recruitment	\$ 593.52	\$593.52	\$593.52	\$ 593.52	\$ 593.52	\$ 593.52	\$ 593.52	\$ 593.52	\$ 593.52	\$5,341.68
TOTAL										\$ 14,000.00

## EVALUATIONS FOR THESE YOUTH SERVED WITH AFAC FUNDS IN 2022 SHOWED:

100% were able to avoid alcohol/drug use

96% improved self-confidence,

99% were able to make better decisions, 94% had a good sense of the future

98% improved in school

98% showed better relationships with peers, adults at school, and their families

99% were able to use community and school resources

97% improved attitude toward school

97% showed respect for other cultures

99% were able to avoid delinquency

Donations	\$10,000.00
WKCF Trust Fund	\$29,000.00
WKCF Grant for Supplies	\$3,000.00
Playground Finnup	\$10,000.00
Diversiion Funds	\$3,000.00
Finnup Foundation	\$35,000.00
United Way	\$10,300.00
BBBSA Federal OJIDP grant J112	\$46,819.00
Fundraiser Income	\$32,000.00
BBBSA Federal OJIDP grantMC105	\$12,149.00
TAX CREDIT REFUND	\$ 19,043.00

Donation, Diversiion, WKCF Trust Fund, and Fundraiser amounts are estimated, United Way, BBBSA funding are allocated, Finnup Foundation and WKCF amounts are requested.

We will provide any further receipts or information needed upon request.

Above amounts are funding for the One-to-One Match Program, however none is specifically allocated to prevention of alcohol use.

AFAC Funding request is specifically for Prevention of Alcohol use/abuse in High Risk Youth



## 2022 AFAC GRANT FINAL REPORT

MAY	JUNE	JULY
\$333.33	\$333.34	\$ 333.33
\$333.33	\$333.34	\$ 333.33

\$518.52	\$518.52	\$	518.52
\$443.51	\$443.52	\$	443.51
\$482.41	\$482.41	\$	482.41

# BIG BROTHERS BIG SISTERS MENTORING

## 2021 YEAR END REPORT

## AFAC Final Report Small Grant

[illegible]

## AFAC FINAL -LARGE GRANT

[illegible]



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Staff  
**DATE:** March 5, 2024  
**RE:** Sales Tax Oversight Board Appointment

---

### **ISSUE:**

The Governing Body is asked to consider and approve re-appointing Chris Law to a three-year term on the Sales Tax Oversight Board.

### **BACKGROUND:**

The City and Finney County Board of Commissioners entered into an interlocal agreement in August of 2017 in advance of a successful November 2017 county-wide .30-cent sales tax ballot issue that, among other things, created an "oversight board" with responsibilities to periodically review sales tax receipts and ensure distributions and expenses are used and paid in accordance with the language of the ballot issue.

The Sales Tax Oversight Board consists of 6 members. Two of those positions are appointed by the City Commission. Kathleen Whitley was appointed in 2018 to a 5-year term and was reappointed in January 2023 to another five-year term, ending March 31, 2028. Gerald Schultz was appointed in 2018 to a 3-year term. Mr. Schultz was completing the second three-year term on the Board when he was elected as a County Commissioner. With Mr. Schultz's election to the Finney County Board of Commissioners he asked to be replaced as a City appointee on the Board. The Governing Body appointed Chris Law to fulfill the unfinished term of Mr. Schultz, ending on March 31 2024.

Mr. Law has expressed a desire to be reappointed to another three-year term on the Oversight Board, with a term of April 1, 2024 to March 31, 2027.

### **ALTERNATIVES:**

1. The Governing Body may approve reappointing Chris Law to a three-year term ending March 2027 on the Sales Tax Oversight Board.
2. The Governing Body may approve appointing another individual to the three-year term.

### **RECOMMENDATION:**

Staff recommends the Governing Body approve reappointing Chris Law to a three-year term ending March 2027 on the Sales Tax Oversight Board.

### **FISCAL NOTE:**

none.

### **ATTACHMENTS:**



Description	Upload Date	Type
Interlocal Agreement for .30 Sales Tax	1/13/2023	Backup Material

INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF GARDEN CITY, KANSAS  
AND THE COUNTY OF FINNEY, KANSAS

---

**THIS INTERLOCAL AGREEMENT** (Agreement) made and entered into this 15th day of August, 2017, by and between the CITY OF GARDEN CITY, KANSAS, a municipal corporation (CITY), and the COUNTY OF FINNEY, KANSAS (COUNTY).

**WHEREAS**, it is the desire of CITY and COUNTY to make the most efficient use of their powers by cooperating to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of the community; and

**WHEREAS**, CITY and COUNTY have expressed a desire to jointly participate in and support a retailer's sales tax initiative to fund CITY and COUNTY public improvement projects; and

**WHEREAS**, a special question election shall be held on November 7, 2017, at which time qualified electors of CITY and COUNTY shall be asked to approve the levying of a retailer's sales tax in the amount of .30% (sales tax) to take effect April 1, 2018, for a period of fifteen (15) years, to be used for general financing purposes and for specific public improvement projects of CITY and COUNTY.

**NOW, THEREFORE**, in consideration of the terms and conditions set forth below, the parties agree as follows:

1. **AUTHORITY TO CONTRACT.** CITY and COUNTY possess the power, privilege, and/or authority to enter into this Agreement pursuant to K.S.A. 12-101, K.S.A. 12-2908, K.S.A. 19-101, and K.A.A. 19-101a, and the Kansas Constitution, Article 12, Sec. 5.

2. **ADOPTION.** CITY and COUNTY shall take all appropriate action to adopt and approve this Agreement by ordinance, resolution, or motion.

3. **DURATION.** This Agreement shall be for a term of fifteen (15) years, beginning April 1, 2018, and ending March 31, 2033. This Agreement shall thereafter automatically be renewed for one (1) year terms until all sales tax proceeds are expended for CITY or COUNTY public improvement projects, unless either party gives the other party written notice of intent to terminate this Agreement, on or before January 1st of any annual term.

4. **SEPARATE ENTITY/ADMINISTRATION.** It is not the intent of CITY and COUNTY to create a separate legal or administrative entity to perform the purposes of this Agreement. The City Manager of CITY and the County Administrator of COUNTY shall be responsible for administration of this Agreement, subject to approval by the governing bodies of CITY and COUNTY.

5. **MANNER OF FINANCING.** The manner of financing to support the purpose of this Agreement shall be through the sales tax.

6. **TERMINATION.** This Agreement may be terminated by either party, as specified in Paragraphs 3, 7 and 11. If the electorate does not approve the sales tax on November 7, 2017, this Agreement shall terminate on November 8, 2017.

7. **DEFAULT.** Should a party fail to abide by the terms and conditions of this Agreement, the other party may declare a default and thereafter, give written notice of intent to terminate by reason of default, said notice to be not less than ninety (90) days prior to the date of termination. This Agreement shall not limit in any manner, the legal rights or remedies a party might have in the event of default.

8. **PURPOSE.** The purpose of this Agreement is to provide for the cooperative administration by CITY and COUNTY in the collection and expenditure of the sales tax.

- a. CITY shall provide administration for the sales tax collections and expenditures.
- b. The parties shall jointly create an oversight board (board).
  - i. The board shall consist of six (6) members: City Mayor, County Chairman, and four (4) other members, two (2) members each appointed by CITY and COUNTY.
  - ii. The terms of the board members shall be as follows:
    - 1) Terms consistent with positions held as Mayor and/or Chairman;
    - 2) Two (2) members – five (5) year terms; and
    - 3) Two (2) members – three (3) year terms.
  - iii. The responsibilities of the board will be 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 CITY and COUNTY.

9. **PUBLIC IMPROVEMENT PROJECTS.** The public improvement projects to be financed by the sales tax shall be as follows:

- a. Construction and improvement of Jennie Barker Road in the COUNTY to urban design standards, between Highway K-156 and Schulman Avenue, including signalization of the intersection of Jennie Barker Road and Highway K-156. CITY will be responsible for maintaining the section of Jennie Barker Road improved by the project;
- b. Construction, operation, maintenance and equipping of a third (3<sup>rd</sup>) CITY fire station to be located on the CITY's east side, to house the Garden City Fire Department, and related public safety facilities, including COUNTY Emergency Medical Services, and a Garden City Police Department substation;
  - i. During the term of the sales tax, COUNTY shall not pay any rent or usage fee for its space in the CITY fire station. After the sales tax expires, the rent or usage fee to be paid by COUNTY to CITY shall be calculated in the same manner as the fee paid by CITY to COUNTY for CITY's space in the Finney County Law Enforcement Center, at that time.
- c. Construction and operation of an indoor shooting range; and



- d. Improvements at Lee Richardson Zoo.

The sales tax shall also be used to pay obligations of CITY and COUNTY issued to finance the above public improvement projects.

**10. LEGAL RESPONSIBILITY.** It is not the intent of CITY or COUNTY to relieve either party of any obligation or responsibility imposed upon a party by law.

**11. CONTROL OF LEGISLATURE/FUNDING.** The parties acknowledge and agree that this Agreement is subject to change, termination, or limitations, as may be determined by the Legislature of the State of Kansas. In the event sufficient funds shall not be appropriated by CITY or COUNTY for any obligations required under the terms and conditions of this Agreement, pursuant to the notice requirements set forth herein, this Agreement shall be terminated.

**12. EFFECTIVE DATE.** This Agreement shall take effect on the 1<sup>st</sup> day of April, 2018, and after its approval by the Board of County Commissioners of COUNTY, and the City Commission of CITY.

**13. GENERAL COVENANTS.**

- a. All notices which are required or which may be given hereunder shall be considered as properly given if delivered in writing, personally, emailed, or sent by first class mail, postage prepaid, and addressed as follows:

- |     |               |  |
|-----|---------------|--|
| i.  | If to CITY:   | City Manager<br>301 North 8th Street<br>P. O. Box 998<br>Garden City, Kansas 67846<br>matt.allen@gardencityks.us         |
| ii. | If to COUNTY: | County Administrator<br>311 North 9th Street<br>P. O. Box M<br>Garden City, Kansas 67846<br>rpartington@finneycounty.org |

Notice served by mail shall be deemed to be given on the date on which such notice is deposited in the United States mail.

- b. This document incorporates all the obligations, agreements, and understandings of the parties hereto, and there are no oral agreements or understandings between the parties hereto concerning the purpose covered by this Agreement.
- c. This Agreement may be amended, changed, or modified, only upon the written consent of both parties.
- d. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, and personal representatives and permitted assigns, subject to approval of the governing body of each party.

e. If any section, clause, sentence, or phrase of this Agreement 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 Agreement.

f. This Agreement shall be construed in accordance with the laws of the State of Kansas.

**IN WITNESS WHEREOF**, the parties hereto have approved this Agreement as indicated herein.

CITY OF GARDEN CITY, KANSAS

By: Melvin L. Dale  
Melvin L. Dale, Mayor

ATTEST:

Celyn N. Hurtado  
Celyn N. Hurtado, City Clerk

COUNTY OF FINNEY, KANSAS

By: Lon E. Pishny  
Lon E. Pishny, Chairman

ATTEST:

Anita K. Garcia  
Anita K. Garcia, County Clerk





## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Danielle B. Burke, Assistant City Manager  
**DATE:** March 5, 2024  
**RE:** Appointments for Art Grant Committee

---

### **ISSUE:**

The Governing Body is asked to consider and approve appointments to the Art Grant Committee.

### **BACKGROUND:**

The Art Grant Committee (the Committee) meets annually to make recommendations to the Governing Body regarding annual arts grants. The Committee is comprised of three at-large positions. Two members, Shawna Deal and Melissa Gallegos, have been on the Committee since 2014 and the third member, Troy Nanninga, has been on the Committee since 2017.

In 2023, both Ms. Deal and Ms. Gallegos were appointed to a one year extension ending on December 31, 2023. That leaves two vacant spots remaining on the Board and 2 applicants interested in serving, Cody Cundiff and Jessica Montoya.

To help ensure that terms for the Board are staggered, staff recommends appointing Jessica Montoya to a 2 year term and Cody Cundiff to a 3 year term.

### **ALTERNATIVES:**

1. The Governing Body may appoint Cody Cundiff to a 3 year term and Jessica Montoya to a 2 year term.
2. The Governing Body may not appoint Cody Cundiff and Jessica Montoya to the Board and continue to recruit board members.

### **RECOMMENDATION:**

Staff recommends the Governing Body appoint Cody Cundiff to a 3 year term and Jessica Montoya to a 2 year term.

### **FISCAL NOTE:**

There is no fiscal impact.

### **ATTACHMENTS:**

Description	Upload Date	Type
Jessica Montoya Application	2/28/2024	Backup Material
Cody Cundiff Application	2/28/2024	Backup Material

## Celyn Hurtado

---

**From:** gardencity-noreply@enotify.visioninternet.com  
**Sent:** Tuesday, August 29, 2023 11:09 AM  
**To:** City Clerk  
**Subject:** Garden City: Advisory Board Application

A new entry to a form/survey has been submitted.

**Form Name:** Advisory Board Application  
**Date & Time:** 08/29/2023 11:09 AM  
**Response #:** 181  
**Submitter ID:** 19772  
**IP address:** 24.248.229.46  
**Time to complete:** 30 min. , 12 sec.

---

### Survey Details

---

#### Page 1

---

**1. Name**

Jessica Montoya

**2. Phone Number**

(620) 290-0427

**3. Address**

2913 St. James Pl.

**4. Email Address**

jess.montoya1@gmail.com

**5. Occupation**

Accountant

**6. Place of Employment**

Allred & Co, CPAs

**7. How long have you been a resident of Garden City/Finney County?**

Born and raised.

**8. Describe why you are interested in serving on a board/commission.**

Initially, I was interested in the Community Health Advisory Board. I have a passion for health and growth since I've had my own personal struggles. I'd love to help others learn and strive to be healthy while also giving back to the community. But I would like to be considered for any board. I have a passion for helping and especially for helping improve my surroundings. I'd love to see Garden City evolve commercially and bring in entertainment and businesses that appeal to the youth while

also making our community be the best. I'd love to be part of Garden's growth in any way possible. Please consider me to help in any way!

**9. Other applicable experience:**

I have worked as an Accountant for the past 10 years and have experience in Education, Retail, Administration, Athletics, and Business. I've worked at a non-profit where I helped manage grant money we were using to help the community. I have also overcome cancer. That made me tenacious and persistent. I think that's how I was able to move on and graduate from the University of Kansas then live in KC. I am pretty open-minded and courageous. Currently, I am focused on my own health so that is health is always on my mind. I also am restricted from driving because of my current health and am working on overcoming that. This gives me a different perspective on city resources.

**10. Please indicate those advisory boards/commissions on which you are interested in serving:**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Airport Advisory Board           | <input checked="" type="checkbox"/> Art Grant Committee               |
| <input checked="" type="checkbox"/> Building Safety Board of Appeals | <input checked="" type="checkbox"/> Community Health Advisory Board   |
| <input checked="" type="checkbox"/> Cultural Relations Board         |   |
|  | <input checked="" type="checkbox"/> Local Housing Authority           |
| <input checked="" type="checkbox"/> Planning Commission              | <input checked="" type="checkbox"/> Public Safety Advisory Board      |
|  | <input checked="" type="checkbox"/> Parks & Recreation Advisory Board |
| <input checked="" type="checkbox"/> Traffic Advisory Committee       |   |
| <input checked="" type="checkbox"/> Zoo Advisory Board               |   |

Thank you,  
**Garden City**

---

**This is an automated message generated by Granicus. Please do not reply directly to this email.**



## Kori Longoria

---

**From:** gardencity-noreply@enotify.visioninternet.com  
**Sent:** Monday, February 26, 2024 11:15 PM  
**To:** City Clerk  
**Subject:** Garden City: Advisory Board Application

A new entry to a form/survey has been submitted.

**Form Name:** Advisory Board Application  
**Date & Time:** 02/26/2024 11:14 PM  
**Response #:** 197  
**Submitter ID:** 20632  
**IP address:** 164.113.217.1  
**Time to complete:** 32 min. , 28 sec.

---

### Survey Details

---

#### Page 1

---

**1. Name**

Cody Cundiff

**2. Phone Number**

(620) 805-2538

**3. Address**

2702 N Koster Street

**4. Email Address**

cody.cundiff12@gmail.com

**5. Occupation**

College Instructor and Small Business Loan Debtor

**6. Place of Employment**

Garden City Community College / Hidden Trail Brewing

**7. How long have you been a resident of Garden City/Finney County?**

22 years (there was a small break)

**8. Describe why you are interested in serving on a board/commission.**

Honestly, Celyn messaged me asking if I would be interested. And the more I thought about it, the more I thought it would be interesting, rewarding, and possibly fun for me to help the city where I grew up. If there is ever something I can do to help make Garden City more interesting, unique, or fun for someone else, I am usually down to try. This sounded like a good thing to try!

**9. Other applicable experience:**

I've been on a few committees with the college, and I've been the president of the Faculty Senate at Garden City Community College. Which I suppose has given me experience in the board type format and process.

**10. Please indicate those advisory boards/commissions on which you are interested in serving:**

☒ Art Grant Committee

Thank you,  
**Garden City**

---

**This is an automated message generated by Granicus. Please do not reply directly to this email.**



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Staff  
**DATE:** March 5, 2024  
**RE:** Executive Session - Attorney/Client

---

**ISSUE:**

Staff requests Governing Body consideration of an Executive Session pursuant to K.S.A. 75-4319(b)(2) pertaining to consultation with an attorney for the body or agency which would be deemed privileged in the attorney-client relationship.



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Mike Muirhead, Director of Public Works and Utilities.  
**DATE:** March 5, 2024  
**RE:** Task Order - Engineering Services Kansas Avenue between 3rd Street and Belmont Construction

---

### **ISSUE:**

The Governing Body is asked to consider and approve the Task Order for Engineering Services for the Construction on Kansas Avenue between 3rd Street and Belmont Place for \$298,924.51.

### **BACKGROUND:**

On September 5, 2023, the Governing Body approved the CCLIP - GI: K156, 3rd/4th Street East to Belmont Place agreement with the Kansas Department of Transportation (KDOT). This agreement committed the City to pay its share of the construction costs associated with the bid from Smoky Hill LLC. The City's share of the construction is \$413,205.00, and KDOT's share is \$1,000,000.00. The task order before you today is for the engineering services that will be performed on this project by Wilson & Company for \$298,924.51.

### **ALTERNATIVES:**

1. The Governing Body may accept the task order for \$298,924.51 from Wilson and Company for engineering services for the construction associated with CCLIP - GI: K156, 3rd/4th Street East to Belmont Place.
2. The Governing Body may not accept the task order for \$298,924.51 from Wilson and Company for engineering services for the construction associated with CCLIP - GI: K156, 3rd/4th Street East to Belmont Place.

### **RECOMMENDATION:**

Staff recommends the Governing Body approve the task order for \$298,924.51 from Wilson and Company for engineering services for the construction associated with CCLIP - GI: K156, 3rd/4th Street East to Belmont Place.

### **FISCAL NOTE:**

Funding for this service will come from the Capital Projects Fund (402), utilizing bond proceeds from the 2023 GO Bond. The GL code for this project is 40277100-6678.

### **ATTACHMENTS:**

Description	Upload Date	Type
Task Order	2/22/2024	Backup Material

## **Exhibit A: GC24-006**

Garden City Engineering Services

### **Task Order Scope**

**Description:** 28KA-6440-01 Kansas Avenue Construction Engineering Services

**Project Location:** Kansas Avenue between 3<sup>rd</sup> and Belmont

**Scope of Work:** Engineer shall perform Construction Engineering Services for the Kansas Avenue CCLIP Project, KDOT Project Number 28-KA-6440-01. Work shall be in accordance with the 3-Party Agreement titled "Contract for Federal-Aid Road Construction Engineering By Consultant (Consultant-Non Federal-Aid Agreement)" for the project, executed between the City, Engineer, and Kansas Department of Transportation (KDOT), once so executed. Said agreement shall be incorporated by reference upon execution. This task order shall serve as the compensation agreement referenced in Special Attachment 1 Paragraph III.A. of the 3-Party agreement.

At the time of execution of this task order, such agreement for this project has not yet been provided by KDOT and/or executed. Until such time that such agreement is properly executed, the scope of work and roles & responsibilities for this task order shall instead be as laid forth in Sections I, II, Paragraphs V.A., V.B., and V.L., and Special Attachments No. 1, No. 3, and No. 4 of the attached "Contract for Federal-Aid Road Construction Engineering By Consultant (Consultant-Non Federal-Aid Agreement)" for Project 28-TE-0469-01. The other provisions of said agreement shall not apply. At such time that a 3-Party Agreement for Project 28-KA6440-01 is properly executed by the City, Engineer, and KDOT, this paragraph shall be null and void and the referenced Agreement from Project 28-TE-0469-01 shall no longer be so incorporated into this task order.

#### **Additional Terms and Conditions:**

1. Fee is based on 115 working days, 30 cleanup days, and closeout time. Any extension in construction contract time and/or additional weather or uncharged days requiring inspections, would be subject to supplemental agreement to provide compensation for such additional work. No number of such days are assumed and included in this task order at this time due to the large number of working days provided relative to the simplicity of the project.
2. Discussions between the City and Engineer during project development were to use the Finney County Public Works Materials Lab as used on previous projects if able, or City facilities if unable. Engineer currently plans to use the Finney County Public Works Materials Lab for this project, however, in the event that Finney County revokes permission to utilize the lab, the City shall provide an adequate location at City Street Department shop or other suitable location unless a Change Order is approved for the Contractor to provide a laboratory.
3. The Master Owner-Engineer agreement shall still apply to the work, however in the event of any conflicts between the 3-Party Agreement and the Master Owner-Agreement, the 3-Party Agreement shall govern.

## **Exhibit A: GC24-006**

Garden City Engineering Services

**Schedule:** This task order shall commence immediately upon execution and complete with the completion of KDOT project closeout procedures.

**Engineer Designated Representative(s):** Adam Schart, P.E.; Michel O'Hare

**Owner Designated Representative:** Mike Muirhead

## **Exhibit B: GC23-006**

No sub-consultants planned for this task order.

## **Exhibit C: GC23-006**

Attached

### **Additional Attachments:**

Attachment 6C - Estimate of Inspection Hours

Contract for Federal-Aid Road Construction Engineering By Consultant (Consultant-Non Federal-Aid Agreement)" for Project 28 TE-0469-01

Contract for Federal-Aid Road Construction Engineering By Consultant (Consultant-Non Federal-Aid Agreement)" for Project 28-KA-6440-01 (*once executed*)

**Exhibit C: GC24-006****Work Estimate Form****Description:** 28KA-6440-01 Kansas Avenue Construction Engineering Services**Fee Type:** Cost Plus Maximum

<u>Direct Salary</u>	Hourly	Estimated	
Position Classification	Rate	Hours	Total Cost
Project Manager / Engineer	\$55.84	124	\$6,924.16
Primary Inspector	\$27.00	1,264	\$34,128.00
Primary Inspector OT	\$40.50	290	\$11,745.00
Secondary Inspector	\$43.52	432	\$18,800.64
Secondary Inspector OT	\$65.28	106	\$6,919.68
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Overhead Rate 186.65 %

Subtotal \$78,517.48

Overhead \$146,552.88

<u>Direct Expense</u>	<u>A</u>	<u>unit</u>	<u>B</u>	<u>A*B</u>
Misc/Postage	-	l.s.		\$0.00
Mileage	24,470.0	mi.	\$0.67	\$16,395.00
Hotel	200.0	day	\$96.00	\$19,200.00
Meals	200.0	day	\$45.00	\$9,000.00
				\$0.00
				\$0.00
Direct Expenses				\$44,595.00

Subtotal	\$225,070.36
Fee (13%)	\$29,259.15
Subtotal	\$254,329.51
Direct Expense	\$44,595.00
Upper Limit	\$298,924.51

**Wilson & Company, Inc., Eng & Arch Signature**

Consultant: Nicholas Thomas, PE

Nicholas Thomas 2/20/2024  
Senior Vice President (Date)

**Garden City Signatures**\_\_\_\_\_  
Signature\_\_\_\_\_  
Name Title (Date)\_\_\_\_\_  
Signature\_\_\_\_\_  
Name Title (Date)

## Attachment 6C-Estimate of Inspection Hours

**28 KA-6440-01 Garden City**

(145 Total Days - 115 Working Days + 30 Clean-Up Days)

<b>Task</b>	<b>Title of persons assigned to task</b>	<b># of hours to complete task *</b>
Pre-construction & Preparation	Engineer/Manager	16
	Primary Inspector #1	16
	Secondary Inspector #2	8
Field Inspection, On-Site Testing, & Contract Documents	Engineer/Manager	92
	Primary Inspector #1	1160
	Primary Inspector #1 OT	290
	Secondary Inspector #2	424
	Secondary Inspector #2 OT	106
Final Inspection	Project Engineer	8
	Primary Inspector #1	8
Final Document Preparation	Engineer/Manager	8
	Primary Inspector #1	80
<b>Total Hours:</b>		2216

8 hrs Prep and 8 hrs for Pre-Con  
8 hrs Prep and 8 hrs for Pre-Con  
8 hrs for Pre-Con

4 hr/wk for 21 weeks  
8 hrs/day for 145 days  
2 hrs/day for 145 days  
8 hrs/day for 53 days  
2 hrs/day for 53 days

8 hrs for Final Walk through  
8 hrs for Final Walk through

\*Note: Hours based on 145 (10 hour days) total inspection days consisting of 115 working days plus 30 clean-up days. With the excessive number of working days for this size of project no weather days have been included; should the contractor use all 115 working days and all 30 clean-up days a supplemental agreement may be needed to cover the weather days incurred on the project when the contractor was able to still work on secondary tasks requiring inspection.



**CONTRACT FOR  
FEDERAL-AID ROAD CONSTRUCTION  
ENGINEERING BY CONSULTANT  
(CONSULTANT-NON FEDERAL-AID AGREEMENT)**

**PROJECT NO. 28 TE-0469-01  
CITY GARDEN CITY  
FINNEY COUNTY**

**THIS AGREEMENT** entered into and is effective the date signed by the Secretary of designee, by and between City of Garden City, hereinafter referred to as the "LPA" (Local Public Authority), as principal, and the consulting engineering firm of Wilson & Company, Inc. Engineers & Architects, hereinafter called the "Consultant," and the Secretary of Transportation of the State of Kansas acting by and through the Kansas Department of Transportation, hereinafter referred to as the "Secretary." The Secretary acts as agent for the LPA pursuant to authority vested in K.S.A. 68-402b and K.S.A. 68-401 et seq. and an agreement between them dated October 21, 2019. The Consultant's address is 1700 East Iron Avenue, Salina, Kansas 67401. The LPA, the Consultant, and the Secretary are collectively referred to as the "Parties."

**WITNESSETH:**

**WHEREAS**, the FEDERAL GOVERNMENT through its Department of Transportation and the FHWA, pursuant to Title 23, U.S. Code, has established a program of Federal-Aid to the States designated as the Federal-Aid Program, with a general purpose to increase the safety and capacity of roads in the United States, and

**WHEREAS**, the LPA desires to accomplish this Federal-Aid "Project," consisting of 0.188 miles of Grading and Surfacing located on 8<sup>th</sup> Street from Buffalo Jones Avenue to St. John Street, with the aid of funds provided under Federal-Aid highway programs and the rules and regulations promulgated by said U.S. Department of Transportation in the Federal-Aid Policy Guide, and

**WHEREAS**, the LPA does not have sufficient qualified engineering employees to accomplish the Construction Engineering Services on this Project within a reasonable time and the LPA deems it advisable and is desirous of engaging the professional services and assistance of a qualified consulting engineering firm to do the necessary construction engineering, and

**WHEREAS**, the Consultant has represented and by entering into this Agreement now represents, it is in full compliance with the statutes of the State of Kansas for registration of professional engineers and all personnel to be assigned to perform the services required under this Agreement are fully qualified to perform the services in a competent and professional manner, and

**WHEREAS**, the Consultant has indicated it desires to perform the services set forth in the Agreement upon the terms and conditions set forth below, and

**WHEREAS**, the approved plans and specifications for said Project are available in KDOT Headquarters in Topeka, and

**WHEREAS**, the LPA, Consultant, and the Secretary desire to set forth in this instrument their understanding and agreements relating to the construction engineering and allocation of costs for the said Project.

**NOW, THEREFORE**, in consideration of the covenants of the Parties and to give this Agreement full force and effect in providing the benefits hereinbefore mentioned, the Parties hereto mutually agree as follows:

**I. SCOPE OF SERVICES**

**A. DEFINITIONS**

- (1) The term "Local Public Authority" or "LPA" shall mean the City of Garden City and its authorized employees.
- (2) The term "KDOT" shall mean the Kansas Department of Transportation and its authorized representatives.
- (3) The term "Consultant" shall mean the consulting engineering firm and its authorized employees who will be performing the work required under this Agreement.
- (4) The term "FHWA" shall mean the Federal Highway Administration and its authorized representatives.
- (5) The term "Contractor" shall mean the individual, partnership, joint ventures, corporation, or agency undertaking the performance of the work designated under the terms of the construction contract.
- (6) The term "Specifications" shall mean the current Standard Specifications for Road and Bridge Construction of the Kansas Department of Transportation, as incorporated in the construction contract specifications and supplementals thereto.
- (7) The term "Construction Contract Proposal" shall mean the offer of the bidder or Contractor on the Project, on the prescribed form, to perform the work and to furnish the labor and materials at the prices quoted.
- (8) The term "Special Provisions" shall mean the directions or requirements peculiar to a project and not otherwise thoroughly or satisfactorily included in the Specifications, and which are contained in the Construction Contract Proposal.
- (9) The term "Plans" shall mean the approved plans, profiles, typical cross sections, working drawings and supplemental drawings, or exact reproductions thereof, which show the location, character, dimensions, and details of the work to be done by the contractor.
- (10) The term "Contract Documents" shall mean the Specifications, Construction Contract Proposal, Special Provisions and Plans, as defined above.

- (11) The term "Manual" shall mean the Construction Manual, the Forms and Documentation Manual and all other publications of data and information produced by KDOT for the instruction of its employees and furnished in bound or collected form.
- (12) The term "Non-Participating Costs" shall mean the costs of any items or services which the Secretary, acting on the Secretary's own behalf and on behalf of the FHWA, reasonably determines are not Participating Costs.
- (13) The term "Field Engineer" shall for the administrative control of this Agreement be considered to mean Metro Engineer, Field Engineering Administrator and/or Area Engineer.

#### **B. GENERAL RESPONSIBILITIES AND DUTIES**

- (1) The Consultant shall perform engineering services necessary and incidental to the accomplishment of the Project to the satisfaction of KDOT, and as more fully detailed in Special Attachment - Specific Construction Provisions.
- (2) The Consultant will require all personnel comply with the high visibility requirements of the Manual on Uniform Traffic Control Devices, Chapter 6E.02, High-Visibility Safety Apparel, as a minimum, while inspection is being performed.
- (3) The Consultant shall furnish services, labor, materials, equipment, supplies and incidentals, other than those hereinafter designated to be furnished by KDOT, necessary to conduct and complete the services.
- (4) The services performed under this Agreement shall at all times be subject to the review and approval of KDOT.
- (4) The Consultant and/or LPA's principal contact with the KDOT shall be through the construction field office.
- (5) The services performed under this Agreement shall comply with all applicable federal and state laws and regulations.
- (6) The FHWA shall have the right to participate in all conferences and reviews.

#### **C. CONTROL AND AUTHORITY**

- (1) The authorized representative of KDOT will be designated by the District's Construction Engineer and will be titled the Field Engineer.
- (2) The Field Engineer will delegate to a construction office the overseeing of the Project where a Construction Engineer/Construction Coordinator will be assigned to monitor and coordinate all Project related activity to assure compliance with applicable Federal and State requirements of services

performed under this Agreement and all construction activities performed under the Contract Documents.

- (3) The Consultant will designate a Project Engineer/Project Manager and other inspection personnel who are certified by KDOT in the appropriate classification to inspect all work performed and materials furnished. The Consultant may designate a Chief Inspector who will perform the duties and have the responsibilities of the Project Engineer/Project Manager. The Project Engineer/Project Manager is not authorized to alter or waive the provisions of the Specifications or the Construction Contract Proposal. The Project Engineer/Project Manager is not authorized to issue instructions contrary to the Plans and Specifications, or to act as foreman for the Contractor, however, the Project Engineer/Project Manager shall have the authority to reject work or materials until any questions at issue can be referred to and be decided by the Field Engineer.
- (4) The Project Engineer/Project Manager shall serve as field supervisor of all Consultant personnel and services performed under this Agreement, and to act as liaison between the Consultant and KDOT.
- (5) The Project Engineer/Project Manager shall transmit all reports and paperwork to and communicate and coordinate with the Construction Engineer/Construction Coordinator.
- (6) Orders or instructions issued by the Field Engineer will be transmitted through the Construction Engineer/Construction Coordinator and will in turn be transmitted through the Project Engineer/Project Manager to the Contractor. If in the absence of the Project Engineer/Project Manager a matter needs prompt attention, the Construction Engineer/Construction Coordinator will give the necessary orders and then notify the Project Engineer/Project Manager.
- (7) In the event of a controversy, the Project Engineer/Project Manager shall confer with the Construction Engineer/Construction Coordinator to determine proper course of action. In the event the Construction Engineer/Construction Coordinator and the Project Engineer/Project Manager cannot agree the Construction Engineer/Construction Coordinator will promptly contact the Field Engineer or the District Construction Engineer of KDOT who will determine the necessary course of action.

#### **D. AGENCY COORDINATION AND COOPERATION**

- (1) Contact and coordination with all affected local, state and federal agencies (including the FHWA), the general public, utilities, railroad companies, and private consultants and contractors shall be the responsibility of KDOT.
- (2) The Consultant shall cooperate fully with KDOT, all affected local, state and federal agencies (including the FHWA), the general public, utilities, railroad companies, and private consultants and contractors when so directed by KDOT. Such cooperation may include attendance at conferences.

**E. MEETINGS AND CONFERENCES**

- (1) Conferences as may be necessary for the discussion and review of the services under this Agreement shall be scheduled between the Consultant and KDOT. These conferences may include field review of the Project.
- (2) Conferences may be held upon the request of the Consultant or KDOT.

**II. PROSECUTION AND PROGRESS**

**A. GENERAL**

- (1) Written authority to proceed with the services on any construction Project under this Agreement will be given by KDOT to the Consultant. KDOT will not be responsible for any services performed by the Consultant prior to such authorization.
- (2) Services performed under this Agreement will commence with attendance at a formal Construction Conference by the Consultant and KDOT, unless otherwise stated elsewhere in the Agreement or at the direction of the Construction Engineer/Construction Coordinator during an informal Construction Conference. Attendees at a formal Construction Conference shall include representatives of KDOT's Area Engineer and the Construction office (Construction Engineer/Construction Coordinator) and Consultant's Project Engineer/Project Manager and such other representatives as may be designated by each party to the Agreement. KDOT will notify the Consultant of the location, date and time and will make necessary arrangements for the conference. Topics for discussion shall include scope of the Contractor's construction operations and anticipated schedule, review of necessary staffing by the Consultant, lines of communication and authority, equipment needs, standard practices of KDOT, and related subjects.
- (3) The Consultant shall attend the formal Construction Conference held between KDOT, the Contractor and involved utilities and agencies, unless otherwise stated elsewhere in the Agreement.
- (4) The Consultant shall have KDOT Certified Inspector(s) of the appropriate classification on the project or plant site at all times when work which requires inspection is being performed. The inability of a Consultant to provide appropriately certified inspectors for a project may at the Secretary's discretion, give cause for termination of this Agreement.
- (5) The Agreement shall be considered completed upon notice of written release from KDOT therefore unless previously terminated as provided in Section II.
- (6) Should KDOT deem it necessary for the Consultant to render additional services for review of contract items, conditions, claims or litigation matters after completion of the Agreement, the Consultant agrees to cooperate and render

such requested services. Such services shall be paid for in the amount and manner mutually agreed upon by the LPA and the Consultant.

- (7) Close-Out Conference may be held upon completion of this Agreement to evaluate the performance of the Consultant. Attendees shall include the Field Engineer, representatives of the construction office (including Construction Engineer/Construction Coordinator) and Consultant's Project Engineer/Project Manager and such other representatives as may be designated by each party to the Agreement. KDOT will notify the Consultant of the location, date and time and will make necessary arrangements for the conference. The evaluation shall consider the quality of the Consultant's work, adequacy of staffing, extent of corrections, cooperation and related subjects.
- (8) Audit. All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (commonly known as the "Supercircular"). Further, the LPA agrees to the following provisions:
  - a) Audit. It is the policy of the Secretary to make any final payments to the LPA for services related to the Project in a timely manner. The Audit Standards set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," and specifically the requirements in Subpart F, 2 C.F.R. §200.500 et seq. require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. §200.500 et seq.
  - b) Audit Report. The Secretary may pay any final amount due for the authorized work performed based upon the LPA's most recent Single or Program Specific Audit Report "(Audit Report)" available and a desk review of the claim by the Contract Audit Section of KDOT's Bureau of Fiscal Services. The LPA, by executing this Agreement, acknowledges the final payment is subject to all single or program specific audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree once the Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Audit Report for items which are declared as not eligible for reimbursement. The LPA agrees to refund payment made by the Secretary to the Project Agency for items subsequently found to be not eligible for reimbursement by audit.
  - c) Agency Audit. If the LPA is not subject to the Audit Standards set forth in 2 C.F.R. Part 200, the Secretary and/or the FHWA or NHSTA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the NHTSA for an audit, the LPA will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If the audit reveals payments have been

made with federal funds by the LPA for items considered Non-Participating Costs, the LPA shall promptly reimburse the Secretary for such items upon notification by the Secretary.

**B. DELAYS AND EXTENSIONS**

- (1) Delays caused through no fault of the Consultant may be cause for extension of time in completion of the work. Time extensions may be granted by the LPA upon reasonable claim and justification by the Consultant. Approved time extensions may also be cause for consideration of adjustments in payment, where warranted and approved by the LPA.

**C. TERMINATION OF AGREEMENTS**

- (1) The right is reserved by KDOT to terminate all or part of this Agreement at any time upon written notice to the Consultant. Such notice shall be sent not less than ten (10) days in advance of the termination date stated in the notice.
- (2) The Consultant may terminate this Agreement, in the event of substantial failure of other parties to perform in accordance with the terms hereof, upon ten (10) days written notice in advance of the effective date of such termination received by all Parties to this Agreement.
- (3) In the event the Agreement is terminated by KDOT without fault on the part of the Consultant, the Consultant shall be paid for the work performed or services rendered under the terms agreed to by the LPA.
- (4) In the event the services of the Consultant are terminated by KDOT for fault including but not limited to: unreasonable delays in performance; failure to respond to KDOT requests; and/or unsatisfactory performance on the part of the Consultant, the Consultant shall be paid under the terms agreed to by the LPA. The value of the services performed, rendered and delivered will be determined by the LPA.
- (5) In the event of the death of any member or partner of the Consultant's firm, the surviving members shall complete the services, unless otherwise mutually agreed upon by the LPA and KDOT and the survivors, in which case the Consultant shall be paid under terms agreed to by the LPA.

**D. SUBLETTING OR ASSIGNMENT OF CONTRACT**

- (1) The Consultant shall not sublet or assign all or any part of the services under this Agreement without the prior written approval of KDOT. Consent by KDOT to assign, sublet or otherwise dispose of any portion of the Agreement shall not be construed to relieve the Consultant of any responsibility for the fulfillment of the Agreement.
- (2) All the applicable terms of this Agreement remain in force and are a condition to any services approved to be sublet or assigned.

### **III. BASIS OF PAYMENT**

#### **A. GENERAL**

- (1) The Secretary will reimburse the LPA for up to 80% of the Total Actual Costs of CE. The LPA will be responsible for 20% of the Total Actual Costs of CE and all Non-Participating Costs.
- (2) Final payment of any balance due the Consultant by the LPA will be made promptly upon completion of the work under this Agreement and acceptance by KDOT, and upon receipt of the survey notes, records, reports, final estimates, record drawings, Manuals, Contract Documents, guides, and other documents required to be returned or to be furnished under this Agreement.

### **IV. WORK ORDERS, EXTRA WORK, OR DECREASED WORK**

- (1) Written orders regarding the services to be performed will be given by KDOT. Orders that do not change the scope of services in the Agreement but increase or decrease the quantity of labor or materials or the expense of the services, shall not annul or void this Agreement.
- (2) The Consultant must proceed with the services as directed by furnishing the necessary labor, equipment, materials and professional services to complete the services within the time limits specified in schedules or as adjusted by agreement of the Parties.

### **V. MISCELLANEOUS PROVISIONS**

#### **A. CONSTRUCTION ENGINEERING STANDARDS**

- (1) All services performed under this Agreement shall be done in accordance with the current standard practices of KDOT as contained in the Contract Documents, Manuals, guides and written instructions of KDOT.
- (2) No variations will be permitted except by written order from KDOT.

#### **B. REVISION OF SPECIFICATIONS AND PLANS**

- (1) KDOT may, by written notice and without invalidating this Agreement, make changes in the Specifications, Construction Contract Plans or Special Provisions resulting in the revision or abandonment of services already performed by the Consultant or resulting in work by the Consultant not contemplated in the Agreement.
- (2) Claims by the Consultant for compensation for services resulting from such revisions shall be submitted and processed in accordance with terms agreed to with the LPA.



**C. OWNERSHIP OF DOCUMENTS**

- (1) All data provided to the Consultant by KDOT is the sole property of KDOT and is intended for use on this Project only. Any data provided shall not be disclosed to anyone outside the Consultants firm without the express, written permission of KDOT. Upon completion or termination of this Agreement all Manuals, Contract Documents, guides, written instructions, unused forms and record-keeping books, and other written data and information furnished to the Consultant by KDOT for the performance of the Agreement, and all survey notes, diaries, reports, records and other information and data collected or prepared by the Consultant in the performance of this Agreement shall be properly arranged and delivered to KDOT, and shall become the property of KDOT.
- (2) All documents prepared by Consultant pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the Secretary or others on extensions of the Project or on any other Project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at the Secretary's sole risk and without liability or legal exposure to the Consultant; and Secretary shall indemnify and hold harmless Consultant from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting there from. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Consultant and Secretary.

**D. CONTINGENT FEES**

- (1) The Consultant warrants they have not employed or retained any company or person, other than a bonafide employee working solely for the Consultant to secure this Agreement, and they have not paid or agreed to pay any company or person, any fee, commission, percentage, brokerage fees, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty KDOT in consultation with the LPA shall have the right to annul this Agreement without liability.

**E. AGREEMENT ITEMS**

- (1) It is also understood and agreed the Project plans, Specifications, Special Provisions, and Construction Contract Proposal, as available, and other Special Attachments (Index provides List of Special Attachments) are all essential documents of this Agreement and are hereby incorporated by reference into this Agreement and are a part thereof.

**F. CERTIFICATION REGARDING SEXUAL HARASSMENT**

- (1) The Consultant agrees to comply with Executive Order 18-04 (February 5, 2018), by signing the Certification Regarding Sexual Harassment Special Attachment, which is attached to and made a part of this Agreement.

**G. CERTIFICATION REGARDING NO BOYCOTT OF ISRAEL**

- (1) If the total value of this Agreement exceeds \$100,000.00, a Certification of Company Not Currently Engaged in a Boycott of Goods or Services from Israel will be included as Special Attachment No. 12 to this Agreement and be incorporated by reference and made a part thereof.

**H. LEGAL RELATIONS**

- (1) The Consultant shall become familiar with, and shall at all times observe and comply with, all applicable federal, state, and local laws, ordinances and regulations.
- (2) The Consultant shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the Consultant's performance of services under this Agreement.

**I. WORKER'S COMPENSATION AND OTHER EMPLOYEES PROVISIONS**

- (1) The Consultant will accept full responsibility for payment of Unemployment Insurance, Worker's Compensation and Social Security as well as income tax deductions and any other taxes or payroll deductions required by State and Federal Law for the Consultant's employees engaged in work authorized by this Agreement.

**J. ERRORS AND OMISSIONS**

- (1) The Consultant shall be responsible for the accuracy of the work performed by the Consultant under the Agreement and shall promptly make necessary revisions or corrections resulting from their negligent acts, errors or omissions without additional compensation.
- (2) The Consultant shall give immediate attention to these revisions or corrections to prevent or minimize delay to the Contractor.
- (3) The Consultant shall be responsible for any damages incurred as a result of their errors, omissions or negligent acts and for any losses or costs to repair or remedy construction.

**K. CONFLICT OF INTEREST**

- (1) The Consultant warrants they have no public or private interest and shall not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the work under the Agreement. Specifically, the Consultant is prohibited from performing contractor construction staking or any other work that is the construction contractor's responsibility on this project.

- (2) The Consultant will not, without written permission from KDOT, engage the services of any person(s) in the employment of KDOT for any work required by the terms of this Agreement.

**L. HOLD HARMLESS CLAUSE**

- (1) The Consultant hereby expressly agrees to save the Secretary, the LPA, and the Secretary's and the LPA's authorized representatives harmless from any and all costs, liabilities, expenses, suits, judgments and damages to persons or property caused by the Consultant, its agents, employees or subcontractors which may result from negligent acts, errors, mistakes or omissions from the Consultant's operation in connection with the services to be performed hereunder.
- (2) The LPA hereby expressly agrees to save the Secretary and the Secretary's authorized representatives harmless from any and all costs, liabilities, expenses, suits, judgments and damages to persons or property caused by the LPA, its agents, employees or subcontractors which may result from negligent acts, errors, mistakes or omissions from the LPA's operation in connection with the services to be performed hereunder.

**M. BINDING AGREEMENT**

- (1) It is further understood this Agreement and all other Agreements entered into under the provisions of this Agreement shall be binding upon the Parties to this Agreement and their successors in office.

**N. COUNTERPARTS.**

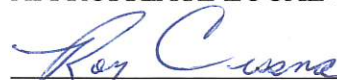
- (1) This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

**IN WITNESS WHEREOF:** The Parties hereto have caused this Agreement to be signed by their duly authorized officers.

RECOMMENDED FOR APPROVAL:

  
\_\_\_\_\_  
Garden City Engineer

APPROPRIATE LOCAL OFFICIAL:

  
\_\_\_\_\_  
Mayor of Garden City

ATTEST:

 2/9/2021  
\_\_\_\_\_  
Garden City Clerk (Date)

ATTEST: Terri J Basom

BY: Terri J. Basom  
Name

TITLE: Administrative Assistant

CONSULTANT:

L. Tyler Glissman


Consultant Wilson & Company, Inc., Engineers & Architects

BY: L. Tyler Glissman 2/9/2021  
Name (Date)

TITLE: Principal

Agreement No. 226-20

Kansas Department of Transportation  
Secretary of Transportation

BY:  2-16-21  
Burt Morey, P. E. (Date)  
Deputy Secretary and  
State Transportation Engineer

Form Approved
By <u>HDA 02.11.2021</u>
Legal Dept. KDOT

## **INDEX OF ATTACHMENTS**

Special Attachment No. 1	Specific Construction Provisions
Special Attachment No. 2	Listing of KDOT Certified Inspectors
Special Attachment No. 3	Civil Rights Attachment
Special Attachment No. 4	Certification Regarding Sexual Harassment

## **SPECIFIC CONSTRUCTION PROVISIONS**

### **I. SCOPE OF SERVICES**

#### **A. SERVICES TO BE PERFORMED BY THE CONSULTANT**

The Consultant agrees to:

- (1) Attend all conferences designated by the KDOT, or required under the terms of this Agreement.
- (2) Designate a Project Engineer/Project Manager who shall meet KDOT's certification policy and report and transmit Project activity and documents to KDOT's Construction Office.
- (3) Assign KDOT Certified Inspector(s) of the appropriate classifications to the Project to perform the services required under this Agreement in a timely manner to avoid delay to the Contractor.
- (4) Become familiar with the standard practices of the KDOT, the Contract Documents (Specifications, Construction Contract Proposal, Special Provisions and Plans), and the Contractor's proposed schedule of operations prior to beginning field services to be performed under this Agreement.
- (5) Perform the Consultant's field operations in accordance with accepted safety practices.
- (6) Furnish all equipment required to accomplish the Consultant's services and to check or test it prior to use on the Project.
- (7) Provide for Consultant personnel such transportation, supplies, materials and incidentals as are needed to accomplish the services required under this Agreement.
- (8) Undertake the following:

Transmit orders from the KDOT to the Contractor and provide guidance in the proper interpretation of the Specifications and Plans.

Perform or provide construction surveys, staking, and measurements needed by the Contractor (unless provided for in the contract where contractor construction staking is to be performed as a bid item by the Contractor) and perform measurements and surveys that are involved in the determination of final pay quantities.

Inspect all phases of construction operations to determine the Contractor's compliance with Contract Documents and to reject such work and materials, which do not comply with Contract Documents until any questions at issue, can be referred to and be decided by the KDOT's Field Engineer.

Take field samples and/or test materials to be incorporated in the work, and reject those not meeting the provisions of the Contract Documents until any questions at issue can be referred to and be decided by the Field Engineer.

Make certain that test report records or certificates of compliance for materials tested off the Project site and required, prior to the incorporation in the work, have been received.

Keep such daily diaries, logs and records as are needed for a complete record of the Contractor's progress, including Project Engineer/Manager and Inspector's diaries.

Measure and compute all materials incorporated in the work and items of work completed, and maintain an item account record.

Provide measurement and computation of pay items.

Prepare and submit, or assist in preparing, such periodic, intermediate and final reports and records as may be required by the KDOT and as are applicable to the Project, which may include:

- a. Progress Reports
- b. Weekly statement of working days
- c. Notice of change in construction status
- d. Report of field inspection of material
- e. Test report record
- f. Contractor pay estimates
- g. Pile driving data
- h. Piling record
- i. Final certification of materials
- j. Explanation of quantity variation
- k. Statement of time
- l. Other records and reports as required by the Project

Review, or assist in reviewing, all Contractor submittals of records and reports required by the KDOT, as applicable to the Project, which may include:

- a. Requests for partial and final payment
- b. Other reports and records as required by the individual Project



- (9) Collect, properly label or identify, and deliver to the KDOT all original diaries, logs, notebooks, accounts, records, reports and other documents prepared by the Consultant in the performance of this Agreement, upon completion or termination of this Agreement.
- (10) Return, upon completion or termination of this Agreement, all manuals, Contract Documents, guides, written instructions, unused forms and record keeping books, and other documents and materials furnished by the KDOT. The Consultant shall be responsible for replacing lost documents or materials at the price determined by the KDOT.
- (11) Prepare and submit a certification of Project completion.
- (12) Prepare and deliver (when Project is completed) one copy of major changes to the plans (by letter) to the KDOT. The letter should contain such items as the following:
  - a. Earthwork and Culverts
    - 1. A revised list of benchmarks
    - 2. Location of government benchmarks
    - 3. Major changes in alignment
    - 4. Major changes in grade line
    - 5. Established references on cornerstones
    - 6. Major changes in location of drainage structures
    - 7. Major changes in flow-line of drainage structures
    - 8. Drainage structures added or deleted
    - 9. Any change of access control
  - b. Bridges
    - 1. Changes in stationing
    - 2. Changes in type, size or elevation of footings
    - 3. Changes in grade line

## **B. SERVICES TO BE PROVIDED BY THE SECRETARY**

- (1) The Secretary agrees to:
  - a. Make available to the Consultant sufficient copies of the Contract Documents, shop drawings, plan revisions, written instructions and other information and data considered by the KDOT to be necessary to enable the Consultant to perform the services under this Agreement, for the Project to the same standards required of the KDOT's personnel.
  - b. Provide for the use of the Consultant a sufficient supply of the blank diaries, logs, record keeping books, and reporting forms considered

by the KDOT to be necessary for the Consultant to perform the services under this Agreement to the same standards required of the KDOT'S personnel.

- c. Provide space in the field office and field laboratory furnished by the Contractor under the terms of the Construction Contract Proposal, for the occupancy and use of the Consultant until completion of the construction work.
- d. Perform or provide for laboratory testing of materials requiring off-site testing facilities and obtain test reports or certificates of compliance hereof.
- e. Perform all necessary weld inspection when there is welding for bridge beam connections and splices, and for sign supports. This includes all cross frames, diaphragm connections, and stud welding.
- f. Designate a Construction Engineer/Construction Coordinator in the Construction Office with the duties and responsibilities set forth in Section IC of the General Construction Provisions of the Agreement.
- g. Provide, through the Field Engineer and the District Staff, such assistance and guidance to the Consultant as may be reasonably necessary to perform and complete this Agreement in conformance with standard construction engineering practices of the KDOT.

- (2) The Secretary reserves the right to assign and charge to the Project such KDOT personnel as may be needed.

## **II. PROSECUTION AND PROGRESS**

- A. It is anticipated that the services to be performed under the construction contract will start in 2020 and be completed by 2021.
- B. The Consultant shall complete all services to be rendered under this Agreement no later than two months after completion of Project construction. Failure to comply may result in disqualification of the Consultant's Project Engineer/Project Manager or Chief Inspector until proper documentation is submitted and accepted.

### **III. BASIS OF PAYMENT**

- A. Compensation for services provided by the Consultant will be as agreed to by the LPA and the Consultant.

### **IV. MISCELLANEOUS PROVISIONS**

#### **A. AUTHORIZED REPRESENTATIVES**

- (1) The Field Engineer for the KDOT will be Mr. Craig Schlott, P.E., whose work address is 121 North Campus Drive, Garden City, Kansas 67846 and work telephone is 620-765-7096.
- (2) The Project Engineer/Project Manager for the Consultant will be Mr. Adam Schart, P.E., Certification Number 4056 (expiration date is 3/15/23), whose work address is 1700 East Iron Avenue, Salina, Kansas 67401 and work telephone is 785-820-2627.
- (3) The Chief Inspector for the Consultant will be Mr. Jeff Reed, Certification Number 1061 (expiration date is 12/9/2021), whose work address is 1700 East Iron Avenue, Salina, Kansas 67401 and work telephone is 785-829-7410.
- (4) The contact person for the LPA will be Mr. Andy Liebelt, Director of Public Works whose work address is 301 North 8<sup>th</sup> Street, Garden City, Kansas 67846 and work telephone is 620-276-1260.

**Special Attachment No. 8**

Listing of Inspection Staff for City of Garden City Streetscape: 8<sup>th</sup> Street Cultural District

The following list of personnel are available to perform the work on Project 28 TE-0469-01 when required.

## Certification and Expiration Dates

[illegible]

## KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment  
To Contracts or Agreements Entered Into  
By the Secretary of Transportation of the State of Kansas

### PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (“LEP”).

### CLARIFICATION

Where the term “contractor” appears in the following “Nondiscrimination Clauses”, the term “contractor” is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

### ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (“FTA”) or the Federal Aviation Administration (“FAA”) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration (“FTA”), or Federal Aviation Administration (“FAA”) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **ASSURANCE APPENDIX E**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

### Policy Regarding Sexual Harassment

**WHEREAS**, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

**WHEREAS**, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

**WHEREAS**, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

**WHEREAS**, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

**NOW THEREFORE**, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

#### Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have read the above State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

Wilson & Company, Inc., Engineers & Architects  
Contractor Name (Type or Print)

By: L. Tyler Glissman  
Signature

L. Tyler Glissman  
Printed Name

Principal  
Title

2/9/2021  
Date



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Mike Muirhead, Director of Public Works and Utilities.  
**DATE:** March 5, 2024  
**RE:** Street Striping Contract Cillessen & Sons for \$107,901.40

---

### **ISSUE:**

The Governing Body is asked to consider and approve awarding a street striping contract to Cillessen & Sons for \$107,901.40 for the striping of Kansas Avenue, Buffalo Jones Avenue, and Mary Street.

### **BACKGROUND:**

Prices were solicited from the two closest street striping contractors who use multi-component/epoxy paint for pavement markings on three main arterials: Kansas Avenue, Buffalo Jones Avenue and Mary Street. The use of multi-component/epoxy paint is a much more durable solution for pavement markings. It is staffs hope that this paint will only be required every two to three years on these streets. City equipment is equipped to handle this type of paint. However, City crews will continue to use the water based paint on the other streets within the community, and for crosswalks.

The two quotes received were from Cillessen & Sons from Kechi, KS and the Tendit Group from Centennial Colorado.

Prices are as follows:

Cellessen & Sons \$107,901.40  
Tendent Group \$ 144,150.00

Cellessen & Sons will be in Garden City to do additional work at the same time for KDOT, therefore their mobilization costs were less.

### **ALTERNATIVES:**

1. The Governing Body may choose to accept the quote from Cillessen & Sons for \$107,901.40.
2. The Governing Body may choose to accept the quote from the Tendent Group for \$144,150.00.
3. The Governing Body may reject both quotes and direct city staff to find an alternative.

### **RECOMMENDATION:**

Staff recommends the Governing Body accept the quote from Cillessen & Sons for \$107,901.40.

### **FISCAL NOTE:**

Funding for this project will come from Material Street Repair 30341102-5656 which has a current



balance of \$443,915.03.

**ATTACHMENTS:**

Description	Upload Date	Type
Cillessen & Sons Quote	2/29/2024	Backup Material
Tendit Group Quote	2/29/2024	Backup Material

CILLESSEN & SONS, INC.  
PO BOX 9  
Kechi, KS 67067

Tel: (316) 682-2400  
Fax: (316) 682-0335

Paula Cillessen, President  
CERTIFIED DISADVANTAGED BUSINESS ENTERPRISE

---

QUOTATION  
CITY OF GARDEN CITY, KS  
February 29, 2024

---

Project Name: Garden City, KS  
Type of Work: Permanent Pavement Marking--Multi-Component/Epoxy  
Project No. Buffalo Jones Ave., Kansas Ave. & Mary Street.

LINE	ITEM	UNIT	UNIT PRICE	AMOUNT
	Mobilization	Lump Sum	\$ 7,500.00	\$ 7,500.00
	Traffic Control	Lump Sum	\$ 27,430.00	\$ 27,430.00
	Yellow 4"	Lump Sum	\$ 50,698.80	\$ 50,698.80
	White 6"	Lump Sum	\$ 12,920.00	\$ 12,920.00
	Channelizing 6"	Lump Sum	\$ 5,006.40	\$ 5,006.40
	Yellow 12"	Lump Sum	\$ 4,346.20	\$ 4,346.20

Total Price This Project \$ 107,901.40

Unless specified differently in the bidding documents, quote is valid for 30 days from date signed below.  
City must notify Cillessen & Sons, Inc. (CSI) of award within those 30 days.

All items on quote are to remain tied. City must receive written approval from CSI  
in order to untie items. Quotes untied without permission will not be honored.

When Permanent Pavement Mark is included in CSI's Scope of Work, CSI Permanent Striping  
Contract Amendment will be included in CSI's Contract.

Cillessen & Sons requires ten (10) days written notice prior to notice to proceed date for scheduling work.  
City must receive confirmation of request for scheduling from Cillessen.

Price includes the insurance requirements as specified in Section 107.10 of the Standard Specifications for  
State Road and Bridge Construction, Kansas Department of Transportation.  
If Required, Bond is available for .6 of 1%.

This quotation and all notes shall be included as part of Cillessen's Contract for the job.

  
John E. Cillessen PE/RLS

2/29/2024

Date



# TENDIT GROUP

6829 S. Dawson Cir  
Centennial CO 80112  
Office: 303-495-5950

## Revised - PROJECT ESTIMATE

**Project No:**

**Project Name:** Epoxy Striping

**Project Location:** Garden City, KS

**Bid Date:** 2/16/2024

Item No.	Description	Qty.	UM.	Unit Price	Extended
626-00000	Mobilization (3 Areas in 1 Trip)	1	EA	\$ 25,000.00	\$25,000.00
630-80511	Mobile Pavement Marking Zone (LS)	1	LS	\$ 20,000.00	\$20,000.00
Buffalo Jones Ave. (from Humphrey Rd. to Taylor Ave.)					
627-00008	Modified Epoxy Pavement Marking @ 20 Mil (Retrace)	2,830	SF	\$ 2.50	\$7,075.00
Kansas Ave. (from Taylor Ave. to 83 Overpass Ramp)					
627-00008	Modified Epoxy Pavement Marking @ 20 Mil (Retrace)	15,849	SF	\$ 2.50	\$39,622.50
627-00008	Modified Epoxy Pavement Marking @ 20 Mil (Retrace) (Yellow Hatch Lines)	455	SF	\$ 5.00	\$2,275.00
Mary St. (From VFW Rd. to Kansas Ave.)					
627-00008	Modified Epoxy Pavement Marking @ 20 Mil (Retrace)	19,801	SF	\$ 2.50	\$49,502.50
627-00008	Modified Epoxy Pavement Marking @ 20 Mil (Retrace) (Yellow Hatch Lines)	135	SF	\$ 5.00	\$675.00
				<b>TOTAL:</b>	<b>\$144,150.00</b>

### Estimate Notes:

Quote includes Material, Equipment and Labor to install per plans and specs.

Quote Includes up to 3 days to complete installation of Epoxy, additional days, based on GCs schedule will be \$5000/each

Removal of ANY Pvmnt Mkg will be billed and is not incidental to any scope of work.

Removal of curing compound is not included unless stated above.

Exclusions: 1. Survey, Tax.

Exclusions: 2. Sweeping.

Exclusions: 3. Epoxy as Temp markings, unless noted above in bid

If Layout is req'd prior to installation(no install on same day) - Add \$1500/layout day

Bond Rate: 2.5%

Final invoicing will reflect actual field measured quantities.

Please inform us as soon as possible regarding the results of your quote!

For any questions please feel free to use our bid email: [jacobmayfield@tenditgroup.com](mailto:jacobmayfield@tenditgroup.com)

Scheduling MUST be completed 15 business days in advance, and is subject to availability.

Cancellations less than 48 hours notice will be subject to Day/Mobilization Charges. All striping is subject to manufacture temp. specifications

Final markings cannot be applied to fresh asphalt for at minimum 72 hours. New concrete requires removal of curing compound prior to installing markings.

If actual quantities do not meet or exceed 75% or the estimated values, Tendit Group holds the right to renegotiate pricing terms.

When removals are necessary, Contractor is to provide a dump site for removal debris, and/or a fill and dump site for water at no charge to Tendit Group.

Daily job reports must be signed off on by supervisor at end of every shift, failure could result in termination of work.

Estimate valid 60 Days from date of estimate.

**Please note Remobilizations must have prior authorization by customer in order for Tendit to Remobilize and may result in additional Charges per the above remobilization costs**



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Trent Maxwell, Neighborhood & Development Services Director  
**DATE:** March 5, 2024  
**RE:** New and Renewed Contractor Licenses for March 05, 2024

---

### **ISSUE:**

The Governing Body is asked to consider and approve the contractor licenses for March 05, 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 March 05, 2024	2/28/2024	Backup Material

**CONTRACTOR LICENSE AGENDA**  
**March 05, 2024**

**2024 NEW**

**CLASS D-M MECHANICAL CONTRACTOR**

Doug's Heating & Air Inc.

**CLASS E-SOC SPECIALIZED OTHER CONTRACTOR**

G&M Construction (Siding & Guttering)

JMZ Construction (Flatwork)

Penkas Handyman Services LLC (Excavating)

**2024 RENEWAL**

**CLASS A GENERAL CONTRACTOR**

Home Depot U.S.A., Inc.

**CLASS B BUILDING CONTRACTOR**

IP Home Builders

Nemechek Construction

**CLASS E-SOC SPECIALIZED OTHER CONTRACTOR**

J Roman Construction (Flatwork)

Luminous Neon LLC (Sign Installer)

M&R Construction (Flatwork)

**CLASS D-P PLUMBING WITH GAS CONTRACTOR**

Cisco Plumbing LLC



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Trent Maxwell, Neighborhood & Development Services Director  
**DATE:** March 5, 2024  
**RE:** Holcomb-Garden City-Finney County Area Planning Commission Minutes

---

**ISSUE:**

Presentation of the January 18, 2024, Holcomb-Garden City-Finney County Area Planning Commission Minutes.

**BACKGROUND:**

Attached are the minutes from the January 18, 2024, Holcomb-Garden City-Finney County Area Planning Commission meeting.

**ALTERNATIVES:**

None.

**RECOMMENDATION:**

None.

**FISCAL NOTE:**

None.

**ATTACHMENTS:**

Description	Upload Date	Type
Planning Commission Minutes, January 18, 2024	2/26/2024	Backup Material

## MINUTES

### HOLCOMB - GARDEN CITY - FINNEY COUNTY AREA PLANNING COMMISSION

January 18, 2024

The Holcomb-Garden City-Finney County Area Wide Planning Commission scheduled a Public Hearing at 9:00 a.m. Thursday, January 19, 2024, in the City Commission Chambers at the City of Garden City Administrative Center located at 301 N 8<sup>th</sup> Street, Garden City, Kansas.

#### 1. CALL TO ORDER

*Vice-Chair Germann* called to order the Area Wide Planning Commission meeting at 9:00 a.m. The following Commission members were present: Member Collins, Member Crockett, Vice-Chair Germann, Member Glass, Member Michel, and Member Rupp. Also present were Staff Charles, Staff Presisto, and Staff Thompson.

#### 2. SWEARING IN OF MEMBERS- Jeff Crist & James Randall

#### 3. ELECTION OF OFFICERS

*Member Rupp* made a motion to nominate Vicki Germann as Planning Commission Chairman. *Member Collins* seconded the motion. Votes were taken by yeas and nays and recorded as follows:

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

Motion passed.

*Member Rupp* made a motion to nominate Sean Collins as Planning Commission Vice-Chairman. *Member Crockett* seconded the motion. Votes were taken by yeas and nays and recorded as follows:

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

Motion passed.

*Member Collins* made a motion to nominate Planning Staff as Planning Commission Secretary. *Member Crist* seconded the motion. Votes were taken by yeas and nays and recorded as follows:

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

Motion passed.

#### 4. APPROVAL OF MINUTES – December 21, 2023

*Member Glass* made a motion to approve the minutes from November 16, 2023. *Vice-Chair Collins* seconded the motion. Votes were taken by yeas and nays and recorded as follows:

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

Motion passed.

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

OPEN PUBLIC COMMENT for items not on agenda.

CLOSED PUBLIC COMMENT

## 6. GENERAL STAFF REPORT AND UPDATE

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

## 7. SUBMITTAL OF EXHIBITS FOR THE RECORD

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

## 8. NEW BUSINESS

**H2024-4:** A rezone from “R-1” Single Family Dwelling District to “R-2” Limited Multiple Family Dwelling District for the property generally located South of Laura Lane and South Ann Drive, Holcomb, Kansas, at the request of Lonnie Sassman on Behalf of CAC Development.

*Member Randall-* Recused himself.

*Staff Thompson-* Presented staff report.

*Lonnie Sassaman, Applicant-* The plan is primarily it will be single family homes. However, in order for more options for potential buyers, we are requesting to have three locations in that development that will have attached single-family homes, there will be three of them in each lot. Generally speaking, the attached homes will be slabs in order to keep the price of those down and maybe attract teachers, young people, retired people and give them a place to retire here in Holcomb. And also taking those various lots and making them three family units will also lower the price of lots slightly which will also keep the price down as well. They will all be two and three bedroom units with two car garages. They will basically be like a townhome, but they will be attached single-family homes. That is what we are looking to do there.

### *OPEN PUBLIC COMMENT*

*Wayne King, Neighboring property owner-* If I am looking at this map right, I believe I own lots one and two to the north side of that. That is where he is deciding on putting these town homes. I’ve got a \$600,000 investment there that is going to go down in property value and resale value because of these townhomes right behind there. If you look at the map that I was given, there is no alley on the map, so I’ve lost access to the back yard. Yard people can’t get into to do their work anymore because I don’t have a double gate back there now because they did not put alleys in there. This part is not correct (pointed out on aerial photo), so that is not right. Along this line back here are electric lines, gas lines, they are not in my yard anymore as this first map shows. That was all moved back. I’ve got it on my deed. So, I don’t know where the easements at now. I guess the main objection is putting those town homes right behind my house and how that is going to affect my property values in this back yard, on this side of me and on that side. They don’t have access to their back yards now. The way it is laid out we could have fences back-to-back. There are no other places in Holcomb that have that. Every place has got an alley that I know of or access to their back yard. Is curb and street going all going on taxpayers?

*Staff Charles-* Today all they are considering is the zoning part of it. They are working on the plat, which is the layout of it. That has not come before at this time. That should be on the next meeting. There is an alley that is proposed on the plat. What we are reviewing today is just a zoning change on these highlighted areas. The plat is not on the agenda. It is under review and will be on the agenda for next month. They are only asking for a zoning change to be able to build the townhomes on the property. The other thing is they will do an RHID, Reinvestment Housing Incentive District. The developers will pay for the cost of all the infrastructure and improvements in this development.

*Wayne King-* If I have other concerns, do I need to wait a month from now?

*Staff Charles-* If you have concerns on the layout, the next meeting would be the time to address those concerns. You do have the ability to go downstairs and see the file on the plat, but at this time it is not being considered by this board, only the zoning change to be allowed to build town homes on these areas.



*Lonnie Sassaman*-Some of the concerns I heard on the layout we have discussed at length with the Holcomb City Council. There are several ideas on how to handle those issues.

*Wayne King*- So I guess there is not going to be rentals, is that correct?

*Staff Charles*- That is correct. The zoning district that they are asking to rezone to is multiple-family dwelling district. That is attached town homes. They will be owned individually, so each one will have a lot with a backyard that they will own. Obviously, we can't control if somebody buys one and rents it out, but their intentions are that they are building more affordable housing for someone that is a smaller lot, smaller area for them to maintain but basically for them to be able to obtain something themselves is what they are aiming for.

*Wayne King*- I don't have an objection to that as long as it is not behind my house. I don't think any of you would want that behind your house and decrease your property value that you don't have a say in it. If they put them someplace else people coming in to buy a house will know that there is a townhome here and they can make that choice whether to buy that house. I don't have a choice if they are coming in. It's just my property values are going to go down.

*Lonnie Sassaman*- They will not go down. I am an appraiser as well. Townhomes that are attached do not affect property values.

*General discussion regarding the type of homes being built.*

*Rod Wolking, Neighboring property owner*- I too share some of the concerns of the gentleman before me. The infrastructure of Holcomb is not sound. Sewage systems, congestion, too much traffic. It's not acceptable. We have livestock, we have animals. I don't want twenty-five or thirty people out running around chasing my horses and running my pasture that I pay taxes on. That is why I bought that property. I didn't buy it to share it to neighborhood to neighborhood. There are people all through that area that have 4-H animals, that have livestock and that kind of stuff and where they want to put this is right next to it. It is not acceptable. The sewer system doesn't work. It already backed up this last blizzard. The City can't even maintain their roads, let alone guarantee me that they are going to take care of this property and make sure that these people take care of their properties. Another question that I have is how many dwellings are we talking about? You're talking about R-1 to R-2 if you look it up its like Greek. Are you going to put in five R-1 dwellings and ten R-2 dwellings? What is the purpose of this thing? We don't need that congestion in Holcomb. Our streets can't afford it and we don't have the staff to supply it. Those are my concerns with the livestock issues. It is just a bad deal all the way around.

*General discussion regarding neighboring property and type of proposed home to be built.*

*Robin Lujan, Holcomb City Administrator*- The sewer backup that we had was an electrical malfunction. There was a switch that malfunctioned. It is a brand-new lift station that went on-line October of 2022. It's unfortunate, we are working through that, but both of the lift stations, that one at Christie Lane and the one on the end of Laura are new. The one on the end of Laura just went on-line. Both of those lift stations have been improved and that is what he is referencing there. The streets, Sharecopper and Verna are still gravel. I'm not sure that there is anything that I can speak to unless you have a specific question in regard to the streets. This is going to be all paved.

*Wayne King*- Adding 20 more homes to the current sewer system is not going to hurt anything?

*Robin Lujan*- Absolutely not. When Kristie Lane was replaced, the size was significantly increased. About three quarters of the town empties through Kristie Lane.

*General discussion regarding Holcomb lift stations.*

*Robin Wolking, Neighboring property owner*- I also object to changing this from R-1 to R-2 for many similar reasons as the other gentleman. The houses that are on the south end of Laurel and our house and our neighbors house do have value. They are nice homes and I do not want to see our value go down with houses that don't fit right there in that neighborhood. That would be my biggest concern, just the housing there. If good people come that is good, but we would like to keep the integrity of our neighborhood.

**CLOSE PUBLIC COMMENT**

*Staff Charles*- I want to be clear about what they are asking for. In our Garden City zoning regulations, we have three different kinds of zoning districts that you see all the time, R-1, R-2, R-3. Holcomb has some similar, however their multi-family does not allow for single family homes like Garden City does. Which is why they are asking for these very specific areas that they would like to build the town homes on. Townhomes are very different than a duplex or a quad-plex or a tri-plex. They are built differently, also they are still considered single-family homes. They are just attached homes. There will be three that will be attached and there will be three sets of them, so there will be nine total which is what they are asking for. I would ask Robin to come up and address some of the things that they asked about.

However, if they do have further questions regarding the lift station, the most appropriate route would be to go to the Holcomb Council to ask those questions before their governing body. Staff was at the last Holcomb council meeting that they had a week ago Wednesday night and their team came up and presented their ideas to the Holcomb Council before coming to the Planning Commission. Before I can tell you, Robin can attest to what was discussed there, and Holcomb Council did not have any concerns with the idea. As you know, we do have a housing shortage and I'm sure you are aware of that there is not much of available housing and I know I can tell you from my personal perspective and knowing some other people that are around my age, some single and some married, buying a three hundred or four hundred thousand dollar home that is very large with a large back yard is not what everyone is looking to do. There is not a lot of availability for some smaller lots and a smaller house for people to buy and that is what they are trying to do so people can purchase something that they own and be able to build up some equity. Housing should work and we should have a market range that is intended to have a high-end medium, moderate house and then after time be able to move up to a bigger house as their family grows as they move up in the world. The problem is that we don't have quite that ability because everyone has stayed in the same range of homes. What they are trying to do is make it more affordable for people to purchase them where they can have a real starter home. I know some teachers have a hard time finding housing and they don't always want to rent. Rents are very high. I wanted to touch on that part and then if you do have more questions, you can ask Lonnie those questions. Just as a reminder, we did close the public hearing and you do have the ability to open it if someone else would like to come forward, but the discussion is now upon you and what you consider the factors of the rezone that would we discussed. I would be more than happy to go over those with you if you have any questions, but those are the key factors that you should consider when thinking of this rezone request.

*Member Crist-* I'm assuming the town homes are going to be on the east edge of this property.

*Staff Charles-* The two highlighted areas are going to attached homes here (pointed out on map) and six homes total to be two sets of three.

*Member Crist-* What percentage of this plat will be devoted to townhomes?

*Staff Charles-* What they have laid out for the future is the fifteen lots that will have single family detached homes. There will be a total of nine lots because they are individual lots that will be town homes.

*General discussion regarding placement of townhomes.*

*Member Michel –* Is there any consideration if they are single story or two story? Are these all single?

*Lonnie Sassaman-* Possibly one of each of the three units will have a two story in order to have egress windows for the bedrooms. There is other two stories in that neighborhood now. One suggestion for the people who are concerned about what is going in there, if they can go out to east Spruce just east of the bypass, turn on Susan Street and look at that neighborhood there that we just finished. Those are going to be neighborhood homes for that area, to give them a better idea of what is going in there.

*Vice-Chairman Collins-* I know it's hard to tell right now, but what do you approximate each one of these homes will be sold for?

*Lonnie Sassaman-* I'm hoping on the attached with no basement we can keep them with two-ten, two-forty to two-fifty probably. Single family homes in today's market we are looking at eleven hundred to fifteen hundred square feet, we are looking at a range from two-sixty to three-twenty-five probably. Just like the neighborhood we just finished. There's a five hundred thousand house up there and two-hundred eighty thousand houses out there east of the bypass.

*Chair Germann-* You are saying that as an appraiser you have a good perspective on that so if you are comparing a detached to an attached home, is there a difference in the value.

*Lonnie Sassaman-* The same quality and the same size of home will sell for the same amount of money. Because of the shortage of taxed homes in the city, when those come up for sale, they typically sell quickly. There are people my age that would prefer to downsize and don't want all the yard work. There are also younger people that can't afford a yard and don't want to take care of it. There is still a big demand for those kinds of homes. Dodge City has quite a few more attached homes waiting, for example. We are way under supplied for attached homes in Garden City for those types of buyers. In Holcomb as well.

*Chair Germann-* Those attached units will have firewalls between them?

*Lonnie Sassaman-* Yes.

*Chair Germann-* Are the smaller lots quite a bit smaller than the detached?

*Lonnie Sassaman-* Yes, they will be quite a bit smaller than the detached.

*Staff Charles-* Yes, they will be much smaller lot sizes. The lot size for your typical family home minimum requirement is six thousand square feet. They are only required to have fifteen hundred square feet per attached unit.

*Chair Germann-* Will there be an HOA associated with these town homes?

*Lonnie Sassaman-* No, they are not actually townhomes, they are single family attached.

*General discussion regarding construction of homes.*

*Member Rupp-* Is there a reason you want those town homes on that north edge? Could it be moved someplace else and be able to compromise and make the neighbor happy? I know you've put in a lot of time and money, and you are just planning this, but I am just curious what's the draw to that spot?

*Lonnie Sassaman-* The main things was to the south end we thought that would make more sense because it's clear at the south end. On the other hand, we didn't want them all crowded together so that it is just like a bunch of apartments. So, we decided it would be nice to not have them in the middle of the neighborhood.

**VICE-CHAIRMAN COLLINS MADE A MOTION TO RECOMMEND APPROVAL OF THE REZONING REQUEST FROM "R-1" SINGLE FAMILY DWELLING DISTRICT TO "R-2" MULTIPLE FAMILY DWELLING DISTRICT PER STAFF RECOMMENDATION ALTERNATIVE 1. MEMBER CRIST SECONDED THE MOTION.**

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

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

Motion passed.

**FC2023-60:** Palmberg Land Surveying Services, LLC has filed an application for consideration of the VFF Subdivision #2 parcel plat, generally located at 18560 N. Big Lowe Road, Finney County, KS, at the request of S-K Family Farm, LLC.

*Staff Thompson-* Presented staff report.

*Staff Charles-* Read comments received from Finney County Public Works- They do have some concerns with it. "Being the fact that there is only one well service for both properties. Leach lines for septic tanks must be at least ten feet away from the property lines of any structure. If the septic systems for either of the properties need to be replaced the owner will be required to install an ATU septic system". They would like us to mention that if they do have to replace their septic systems the ATU is the aeriated treatment unit much smaller than your typical septic system. Should they need to replace their septic system in the future they will have to go with the smaller unit that takes up less room and the leach lines are smaller.

*Member Glass-* Will that be included in the recommendations for this or is it just understood?

*Staff Charles-* We have mentioned this comment and Mackenzie also mentioned it to the surveyor so that their client is aware that if they do need to replace their septic system in the future, they will need to go with a smaller one. Those permits for the septic tank are pulled through Finney County so when they come to pull a permit, they will remind them that that is what they will have to do.

*Member Crist-* The reason for this plat is they want to build another residence there. It is a plat, and the farmer would like to split it to sell some of his ground. He is splitting this area into two lots.

*Duane Palmberg, Applicant-* The whole reason for this split and having two lots is because the zoning does not allow for two agricultural houses. If you have got two farmhouses on a lot, you can't have them. It's got to be split in two. I believe this subdivision is just for farm housing. The landowner is selling the ground to his nephew. The uncle is retiring and the VFF #1 is a mile north of here. It's a single house on a lot, not a big deal. That is why there are two lots, because they can't have two houses on a lot. It's all going to be under one ownership, they just need to be able to pass the county and city zoning.

*General discussion of use of property.*

*Staff Charles-* In ag if you have forty acres or more and you can have more than one house for your farm help or a family member. However, if you go down less than forty acres you cannot have the multiple houses on one lot because you are not meeting the agricultural requirements.

*Mackenzie Phillips, Finney County Development Administrative Coordinator-* Our main concern with those comments that we gave weren't based off if they have to do the ATU's if it fails. What our main concern is that we don't know where the septic systems are. They weren't identified and so the leach lines are required to be ten feet away from the property lines. So, we don't know where those leach lines are because they haven't been identified. We are concerned that it is going to be too close to the property lines. We are also concerned with the location of the septic systems in relation from the existing well and if for some reason twenty years from now those properties were sold separately the one well that is identified is on the other property. So, if that well services both of those homes that could be a problem in the future. I just wanted to elaborate on the comments that we made.

*Chair Germann-* So does this leach line issue create a problem with what we are doing?

*Staff Charles-* It could, should they be too close to it. We should identify where those are. For plats they are different than rezone. If you feel that they should be identified before or if Duane knows where they are and wants to elaborate on that he can do that.

*Member Glass-* I kind of feel that that information needs to be notes somewhere in this and not presumed. That needs to be clarified before we move forward if this passes.

*Staff Charles-* You can make it contingent on those being noted or identified. They aren't required to put it on the actual plat that gets recorded. They can provide us with a separate document that would satisfy Finney County Public Works showing where those are. So, you can still recommend approval of the plat noting that we will not let the final version of it go before the board of county commissioners until we have given the okay. As all plats, anytime it is contingent or they have items that they need to change we will always bring them before you to give them an opportunity, since you only meet once a month versus the board of county commissioners, the city commission and the Holcomb city council that meets twice a month. It gives them that ability and that time to fix any corrections that need to be done. So, you do have the ability to recommend approval contingent to them identifying where the leach lines are.

**MEMBER CRIST MADE A MOTION TO RECOMMEND APPROVAL OF VFF SUBDIVISION #2 PARCEL PLAT PER STAFF RECOMMENDATION ALTERNATIVE 1. MEMBER RUPP SECONDED THE MOTION.**

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

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

Motion passed.

## 9. ADJOURN

**MEMBER RUPP MADE A MOTION TO ADJOURN. MEMBER GLASS SECONDED THE MOTION.**

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

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

Motion passed.

*The meeting was adjourned at 9:59 A.M.*

Trent Maxwell  
Aleecya Charles

Secretary  
Staff

Vicki Germann  
Sean Collins

Chairman  
Vice-Chairman