AGENDA
CITY COMMISSION MEETING
Tuesday, February 20, 2024
1:00 PM
City Administrative Center, 301 N. 8th Street

I. Note:

Pre-Meeting at 11:00 a.m. to 11:45 a.m., located at the Garden City Wastewater Treatment Plant to review WWTP Aeration Improvement Project and review future projects including the Extraneous Flow Basin, UV System Improvements, Polymer System Improvements, and the Water Reuse Project.

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 6, 2024 Commission Meeting minutes

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

VI. CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES

A. The Governing Body is asked to consider and allow the Mayor to proclaim February 20-27, 2024 as Garden City High School Unified Bowling Championship Week.

B. The Governing Body is asked to consider and allow the Mayor to proclaim March 1, 2024 as Read Across America Day in Garden City, Kansas.

VII. REPORT OF THE CITY MANAGER

A. Communications Manager Lopez will provide information on the 2024 Citizens Academy program.

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

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

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

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

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

VIII. 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.

IX. CONSIDERATION OF APPROPRIATION ORDINANCE

A. Appropriation Ordinance No. 2597-2024A

X. CONSIDERATION OF ORDINANCES AND RESOLUTIONS

A. The Governing Body is asked to review and approve a resolution regarding the City's "Responding to a Financial Emergency" plan.

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

B. The Governing Body is asked to consider and approve an ordinance annexation 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. ____-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.

C. The Governing Body is asked to consider and approve a resolution establishing a date and time for a public hearing regarding the Reinvestment Housing Incentive District for Hunters Glen Phase Three-A.

1. Resolution No._____ - 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.

D. The Governing Body is asked to consider and approve a resolution establishing a date and time for a public hearing regarding the Reinvestment Housing Incentive District for Hunters Glen Phase Three-B.

1. Resolution No._____ - 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.

E. 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 (609 E. Chestnut Street - Dressers, containers, stove, water heater, pallets, branches, and a mattress scattered throughout the yard).

F. 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 (905 N. 4th Street - White vehicle and a Blue vehicle).

XI. OLD BUSINESS

XII. NEW BUSINESS

A. The Governing Body is asked to consider and approve 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.

B. The Governing Body is asked to consider and approve 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).

C. 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.

D. The Governing Body is asked to consider and approve a proposal from Rezatec Global, Inc. for a Surface Deformation and Pipeline Leak Risk Study of the City water distribution system.

E. The Governing Body is asked to consider and approve an interim agreement between, WVG Investments, LLC, Speer Construction, Inc., and the City for work to be completed at Lost River Development.

F. The Governing Body is asked to consider and approve the distribution of Community Grant Funds as recommended by the Community Health Advisory Board (CHAB).

G. The Governing Body is asked to consider and approve 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.

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 Fifth Lease Amendment between the City of Garden City and Airport Raceway Corporation for lease of land located at the Garden City Regional Airport.

2. The Governing Body is asked to consider and approve 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.

3. The IT Department is requesting approval for the 2024 Office 365 license renewal.

4. The Governing Body is asked to consider and approve the contractor licenses for February 20, 2024.

XIII. CITY COMMISSION REPORTS

A. Commission Landgraf

B. Commissioner Nguyen

C. Mayor Ortiz

D. Commissioner Unruh

E. Commissioner Cessna

XIV. 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

XV. ADJOURN

GARDEN CITY
KANSAS

MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Fred Jones, Water Resource Manager
DATE: February 20, 2024
RE: Pre-Meeting Tour Garden City Wastewater Treatment Plant

ISSUE:

Pre-Meeting at 11:00 a.m. to 11:45 a.m., located at the Garden City Wastewater Treatment Plant to review WWTP Aeration Improvement Project and review future projects including the Extraneous Flow Basin, UV System Improvements, Polymer System Improvements, and the Water Reuse Project.

BACKGROUND:

The Governing Body has approved multiple projects that involve the Wastewater Treatment Plant. This is an opportunity for members of the Governing Body, staff and citizens to have an on-site tour of the plant and see the improvements that have been completed and give an overview of future projects.

Directions to the plant are attached with this agenda item. It is recommended to travel from US 83, exiting at the DFA Plant and then utilize the paved DFA road to reach the plant. The tour will begin at the WWTP Lab and Administration building. Please wear footwear that is comfortable for walking and a jacket if needed.

ALTERNATIVES:

None

RECOMMENDATION:

None

FISCAL NOTE:

None

ATTACHMENTS:

Description	Upload Date	Type
Directions to WWTP	2/14/2024	Backup Material

Water and Sewer Map

February 14, 2024

1:4,000

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

Finney County, Garden City

GARDEN CITY
KANSAS

MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kori Longoria, Deputy City Clerk
DATE: February 20, 2024
RE: 02-06-2024 Commission Meeting minutes

ISSUE:

February 6, 2024 Commission Meeting minutes

ATTACHMENTS:

Description	Upload Date	Type
02-06-2024 minutesw	2/16/2024	Backup Material

THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS
City of Garden City
February 6, 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 6, 2024.

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

Approval of Minutes

The January 16, 2024 Commission Meeting minutes were approved as presented.

Public Comment

Donna Gerstner, Live Well Finney County and Safe Kids Coordinator presented information packets regarding the Kansas Safety Corridor Pilot Program to the Governing Body and encouraged them to share about the program with others.

Consideration of Petitions, Memorials and Remonstrances

The Governing Body considered and approved allowing the Mayor to proclaim February 1, 2024 as Randy Ralston Day in Garden City, Kansas.

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

Ayes: Cessna, Landgraf, Nguyen, Ortiz, Unruh

Report of the City Manager

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

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

Mayor Ortiz, Sales Tax Oversight Board member, presented the 2023 Sales Tax Oversight Board Annual Report to the Governing Body.

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

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

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

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

Meetings of Note

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

Consideration of Appropriation Ordinance

Appropriation Ordinance No. 2596-2024A, "an appropriation ordinance making certain appropriations for certain claims in the amount of $7,228,347.93", was read and considered section by section.

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

Ayes: Cessna, Landgraf, Nguyen, Ortiz, Unruh

Consideration of Ordinances and Resolutions

The Governing Body considered and approved an ordinance to annex real property located at east Mary Street and E. Highway 156.

1. Ordinance No. 2975- 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 Unruh moved to approve. Commissioner Landgraf seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Ayes: Cessna, Landgraf, Nguyen, Ortiz, Unruh

The Governing Body considered and approved an Environmental Nuisance Resolution.

1. Resolution No. 3096-2024, a resolution authorizing the removal of nuisance conditions from the property listed below in the City pursuant to Section 38-139 of the Code of Ordinances of the City of Garden City, Kansas (314 N 13th Street - Indoor appliances and a couch located outside of the property).

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

Ayes: Cessna, Landgraf, Nguyen, Ortiz, Unruh

The Governing Body considered and approved an Environmental Nuisance Resolution.

1. Resolution No. 3097-2024, a resolution authorizing the removal of nuisance conditions from the property listed below in the City pursuant to Section 38-139 of the Code of Ordinances of the City of Garden City, Kansas (307 N. 12th Street - A vending machine and other misc. items located outside of the property).

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

Ayes: Cessna, Landgraf, Nguyen, Ortiz, Unruh

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

1. Resolution No. 3098-2024, a resolution authorizing the removal of motor vehicle nuisances from certain properties in the City of Garden City, Kansas, pursuant to Section 38-63 of the Code of Ordinances of the City of Garden City, Kansas (611 W Fulton St. - A grey vehicle and a blue vehicle).

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

Ayes: Cessna, Landgraf, Nguyen, Ortiz, Unruh

New Business

The Governing Body considered and approved the Planning & Development Consultant Agreement between the City of Garden City and Finney County.

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

Ayes: Cessna, Landgraf, Nguyen, Ortiz, Unruh

The Governing Body considered and approved the distribution of the Downtown Development Funds for 325 North Main Street.

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

Ayes: Cessna, Landgraf, Nguyen, Ortiz, Unruh

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

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

Ayes: Cessna, Landgraf, Nguyen, Ortiz, Unruh

Consent Agenda

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

Ayes: Cessna, Landgraf, Nguyen, Ortiz, Unruh

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

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

The Governing Body considered and approved Work Order No. 24-02 from Professional Engineering Consultants, P.A. (PEC) for engineering services to replace the Polymer Feed System at the Wastewater Treatment Plant (WWTP) for a fee of $62,300.00.

The Governing Body considered and approved the purchase of snow removal equipment for Lee Richardson Zoo and the Garden City Regional Airport from Professional Turf Products for a total cost of $128,283.92.

The Governing Body considered and approved the contractor licenses for February 06, 2024.

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

Other Entities

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

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 Cessna commented that the Street Inventory and Maintenance pre-meeting was very informative. Commissioner Cessna thanked Captain Randy Ralston for his 28 years of service to Garden City Police Department and this community. Commissioner Cessna congratulated Finance Director Kuhlmann and staff on receiving the Certificate of Achievement for Excellence in Financial Reporting for 2022. Commissioner Cessna congratulated Parks & Recreation Director Herd on her appointment to the Kansas Recreation & Parks Association (KRPA) Board of Directors and former City Commissioner Deb Oyler on her 2023 KRPA Distinguished Elected Official.

B. Commissioner Landgraf thanked Donna Gerstner for the reminder about the Kansas US 83/50 Corridor and encouraged everyone to wear their seatbelts. Commissioner Landgraf thanked PEC Engineering and staff for their work on the very informative Street Inventory and Maintenance pre-meeting.

C. Commissioner Nguyen stated he attended Local Government Day in Topeka and stated it was a great crash course on local government. Commissioner Nguyen congratulated Captain Randy Ralston on retirement, Firefighter Anna Carpenter on receiving the 2023 Firefight of the Year award and Finney County Spelling Bee winners, Michael Rodriguez, Gertrude Walker, and Cheryll Nei, St. Mary's School.

D. Mayor Ortiz shared a fun fact that the City's streets equal about 490.5 football fields and there is a proposed plan to update and repair all those streets over the next eight years. Mayor Ortiz continued that it would be about 61 football fields worth of street to maintain each year. Mayor Ortiz thanked Communications Department for the great information they have been putting out on social media about the City. Mayor Ortiz stated two items that were recently shared were the Jennie Barker Road and Mary Street traffic light has been repaired and construction has started at the third fire station location. Mayor Ortiz stated he met with local stakeholders regarding the effort to encourage local kids to come back after college. Mayor Ortiz reminded everyone to shop local. Mayor Ortiz encouraged everyone to get plugged in and serve in the community.

E. Commissioner Unruh stated he attended the Southwest Kansas Chambers Night Out in Topeka and was impressed with the local collaboration that highlights the strength of southwest Kansas. Commissioner Unruh stated he was impressed with the 300 miles of streets that the City crews maintain and thanked Street Superintendent Casey Howard and his crew for their work.

Commissioner Unruh congratulated Parks & Recreation Director Herd on her appointment to the Kansas Recreation & Parks Association (KRPA) Board of Directors and former City Commissioner Deb Oyler on her 2023 KRPA Distinguished Elected Official. Commissioner Unruh thanked and congratulated Captain Randy Ralston for his years of service to Garden City Police Department and the community. Commissioner Unruh congratulated and thanked Finance Director Kuhlmann and staff for their work throughout the year and especially with the recent transition to new financial and utility billing software.

GARDEN CITY
KANSAS

MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: February 20, 2024
RE: 2023 Unified State Bowling Champs Proclamation

ISSUE:
The Governing Body is asked to consider and allow the Mayor to proclaim February 20-27, 2024 as Garden City High School Unified Bowling Championship Week.

BACKGROUND:
The Governing Body has approved similar proclamations in the past.

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

RECOMMENDATION:
None.

FISCAL NOTE:
None.

ATTACHMENTS:

Description	Upload Date	Type
2023 UnifIed State Champions Bowling Team	2/13/2024	Backup Material

PROCLAMATION

WHEREAS, The Garden City High School Buffalo Unified Bowling Team won the Kansas State Bowling All Class Championship for the first time in program history and the first State Championship by a Unified program at Garden City High School, and

WHEREAS, The Unified Bowling Team winning the state championship in the All Class Unified Championships gave Garden City High School the distinction of being only one of two schools in the state of Kansas to have all three of their bowling programs win state championships in their respective classes, and

WHEREAS, As a team these student athletes bowled a team score of 856, at State Tournament, and

WHEREAS, This team was also the 2023 Western Athletic Conference champion, and the Regional runner-ups, and

WHEREAS, The 2023 State Champions of all classes consisted of: Skiler Rattanakoun, senior; Kaden Strasser, senior; Karsten Nichols, junior; Kyleigh Whitehurst, junior; and Chance Orozco, sophomore.

WHEREAS, The Garden City High School Team also includes a dedicated staff of: Head Coach Kip Nichols and Assistant Coach Carady Holguin.

NOW, THEREFORE, I, Manuel F. Ortiz, Mayor of the City of Garden City, Kansas do take great pleasure in expressing the appreciation of the City Commission and all citizens of this community on this unique achievement and hereby proclaim the week of February 20- 27, 2024 as

GARDEN CITY HIGH SCHOOL UNIFIED BOWLING CHAMPIONSHIP WEEK

And call upon all citizens of our community to encourage our youth in their endeavors towards excellence in life.

Signed and sealed this 20th day of February 2024.

_____
Manuel F. Ortiz, Mayor

Attest:

_____
Celyn N. Hurtado, City Clerk

GARDEN CITY
KANSAS

MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: February 20, 2024
RE: 2024 Read Across America Day

ISSUE:
The Governing Body is asked to consider and allow the Mayor to proclaim March 1, 2024 as Read Across America Day in Garden City, Kansas.

BACKGROUND:
Previous requests for the same proclamation have been approved in previous years.

ALTERNATIVES:
1. The Governing body may approve the proclamation as presented.
2. The Governing body may not approve the proclamation.

RECOMMENDATION:
Staff recommends the Governing body approve the proclamation as presented.

FISCAL NOTE:
None.

ATTACHMENTS:

Description	Upload Date	Type
2024 Read Across American Day Proclamation	2/14/2024	Backup Material

PROCLAMATION

WHEREAS, the citizens of Garden City, Kansas, stand firmly committed to promoting reading as the catalyst for our students' future academic success, their preparation for America's jobs of the future, and their ability to compete in a global economy; and

WHEREAS, USD 457 and Garden City Educators' Association has provided significant leadership in the area of community involvement in the education of our youth, grounded in the principle that educational investment is key to the community's well-being and long-term quality of life; and

WHEREAS, "**NEA's Read Across America**," a national celebration of reading on March 1, 2024, sponsored by the National Education Association, promotes reading and adult involvement in the education of our community's students;

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

Read Across America Day

And encourage all citizens of Garden City, Kansas, to assure that every child is in a safe place reading together with a caring adult on March 1, 2024, and that this body enthusiastically endorses "**NEA's Read Across America**" and recommits our community to engage in programs and activities to make America's children the best readers in the world.

Signed and sealed this 20th day of February, 2024.

_____
Manuel F. Ortiz, Mayor

Attest:

_____
Celyn N. Hurtado, City Clerk

GARDEN CITY
KANSAS

MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Yeimi Lopez, Communications Manager
DATE: February 20, 2024
RE: 2024 Citizens Academy

ISSUE:
Communications Manager Lopez will provide information on the 2024 Citizens Academy program.

BACKGROUND:
The 2024 Citizens Academy will begin on March 21, 2024. Interested residents are invited to take part and learn more about the role the City plays in their everyday lives. The free course will be held at various City facilities, will be led by City staff, and will include tours and group activities. Those interested may apply until March 8, 2024. Information is available online at www.garden-city.org, or by calling 620-276-1166. A link to the application will be posted on our website and social media media once registration opens.

ALTERNATIVES:
None.

RECOMMENDATION:
None.

FISCAL NOTE:
None.

ATTACHMENTS:

Description	Upload Date	Type
2024 Citizens Academy Schedule	2/14/2024	Backup Material

Citizens Academy 2024

March 21, 2024	Program to be held in the Large Meeting Room at the City Administration Center, welcome by Mayor. Programs presented by **City Manager's Office**, **City Clerk, and Service & Finance**
March 28, 2024	Program to be held at Buffalo Dunes Golf Course. Presentations by **Buffalo Dunes Golf Course and Parks and Recreation Department.**
April 4, 2024	Program to be held in the Large Meeting Room at the City Administration Center. Presentations by **Neighborhood & Development Services, Human Resources, IT & Communications and GIS.**
April 11, 2024	Program will begin with the Police Department. Please meet in the south parking lot of the Law Enforcement Center. Program presented by **Police, Municipal Court and Prosecution**. The **Fire Department** will present at Station 1.
April 18, 2024	Program to be held at the Garden City Regional Airport. Program presented by **Airport**, and **City Link.**
April 25, 2024	Program at the Utility Service Center. Programs presented by **Electric, Water, and Wastewater.**
May 2, 2024	Program at the Utility Service Center. Programs presented by **Recycling, Solid Waste Department, Traffic and Street Department.**
May 9, 2024	Program at **Zoo**.
May 21, 2024	Recognition at City Commission Meeting. This is a Tuesday commission meeting that begins at 1:00 p.m.

Meeting time is from 5:30-8:30 p.m. with the exception of May 21, which will be held during the City Commission meeting, which begins at 1 p.m.

Date	Department	Location
March 21	City Manager's Office, City Clerk, and Service and Finance	City Administrative Center
March 28	Buffalo Dunes, Parks, Recreation	Buffalo Dunes Golf Course, Rec Center, O'Brate Gymnastics
April 4	HR, IT, Communications, NDS, and GIS	City Administrative Center
April 11	Police, Fire, Municipal Court & Prosecution	LEC, Station 1, and Muni Court
April 18	Airport and City Link	Garden City Regional Airport transportation will be provided by City Link
April 25	Electric, Water, and Wastewater	WWTP, Jameson Energy Center, and USC
May 2	Recycling, Solid Waste, Traffic, and Street	Solid Waste/Recycling Center and USC
May 9	Zoo	Lee Richardson Zoo

GARDEN CITY
KANSAS

MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Rachelle Powell, Director of Aviation
DATE: February 20, 2024
RE: 2023 Airport Annual Report

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

BACKGROUND:
Attached is the Garden City Regional Airport annual report for 2023.

ALTERNATIVES:
None.

RECOMMENDATION:
None.

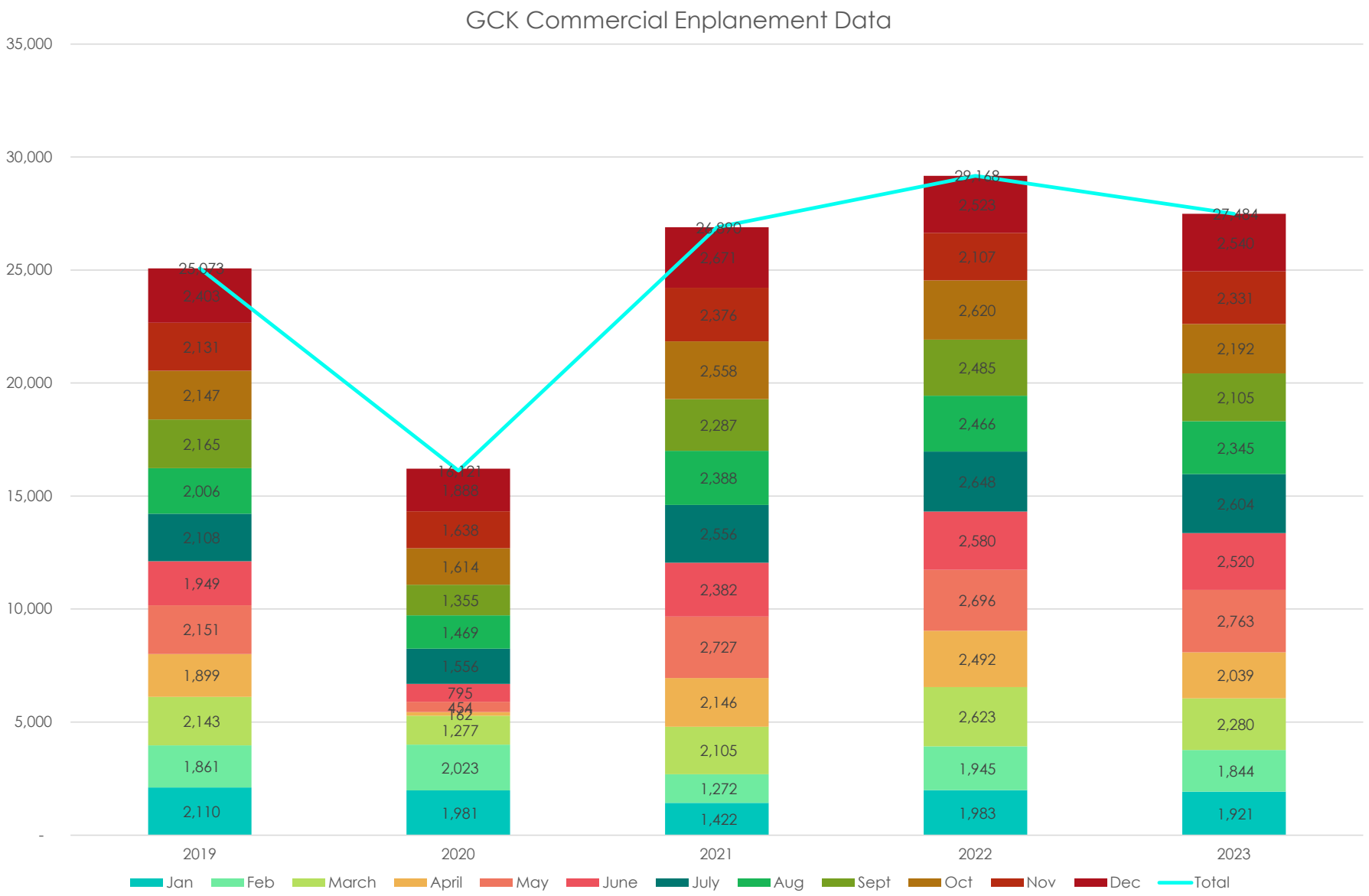
FISCAL NOTE:
None.

ATTACHMENTS:

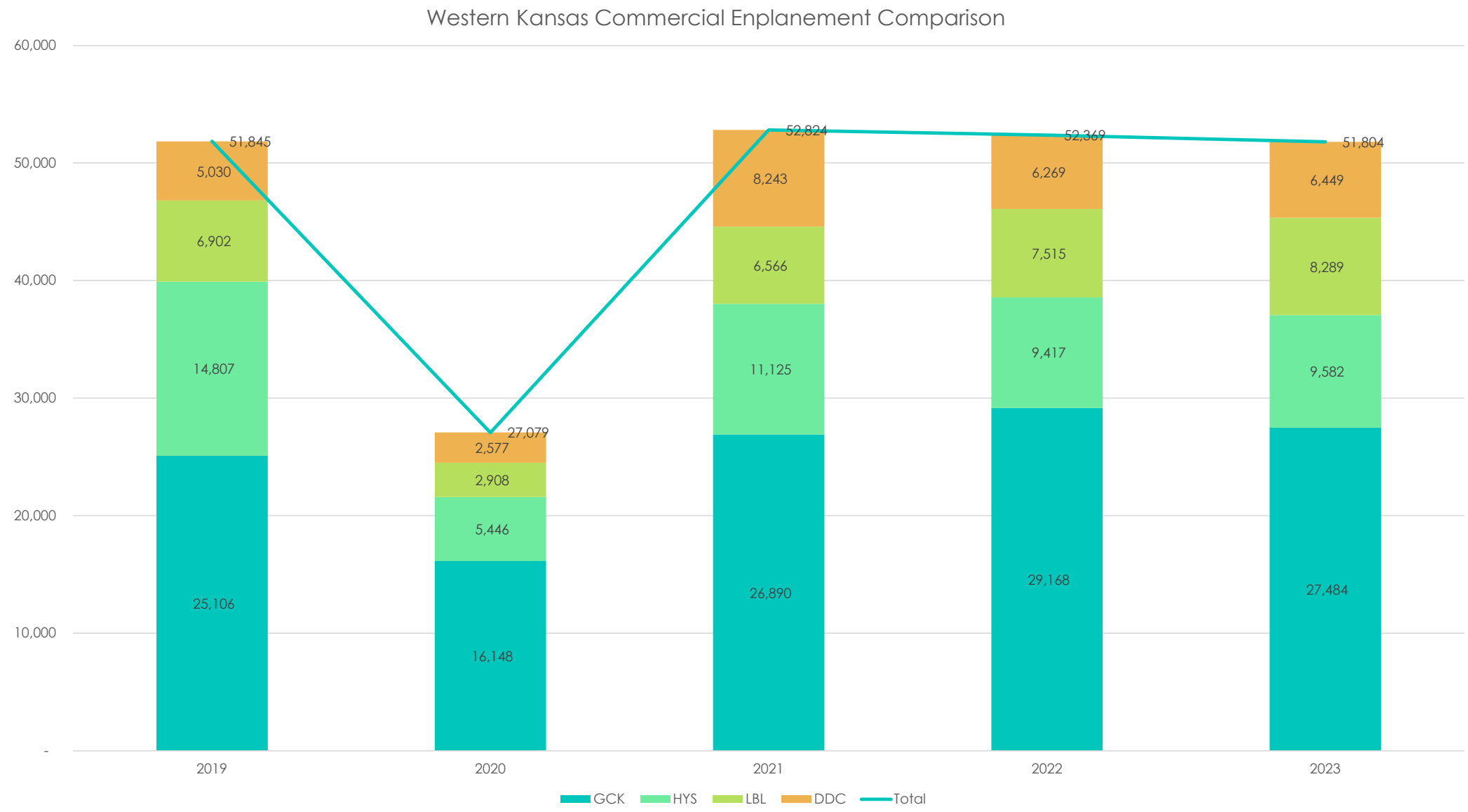
Description	Upload Date	Type
Airport 2023 Annual Report	2/8/2024	Backup Material

2023 Report

GARDEN CITY
REGIONAL AIRPORT



FAA will provide audited total in July.

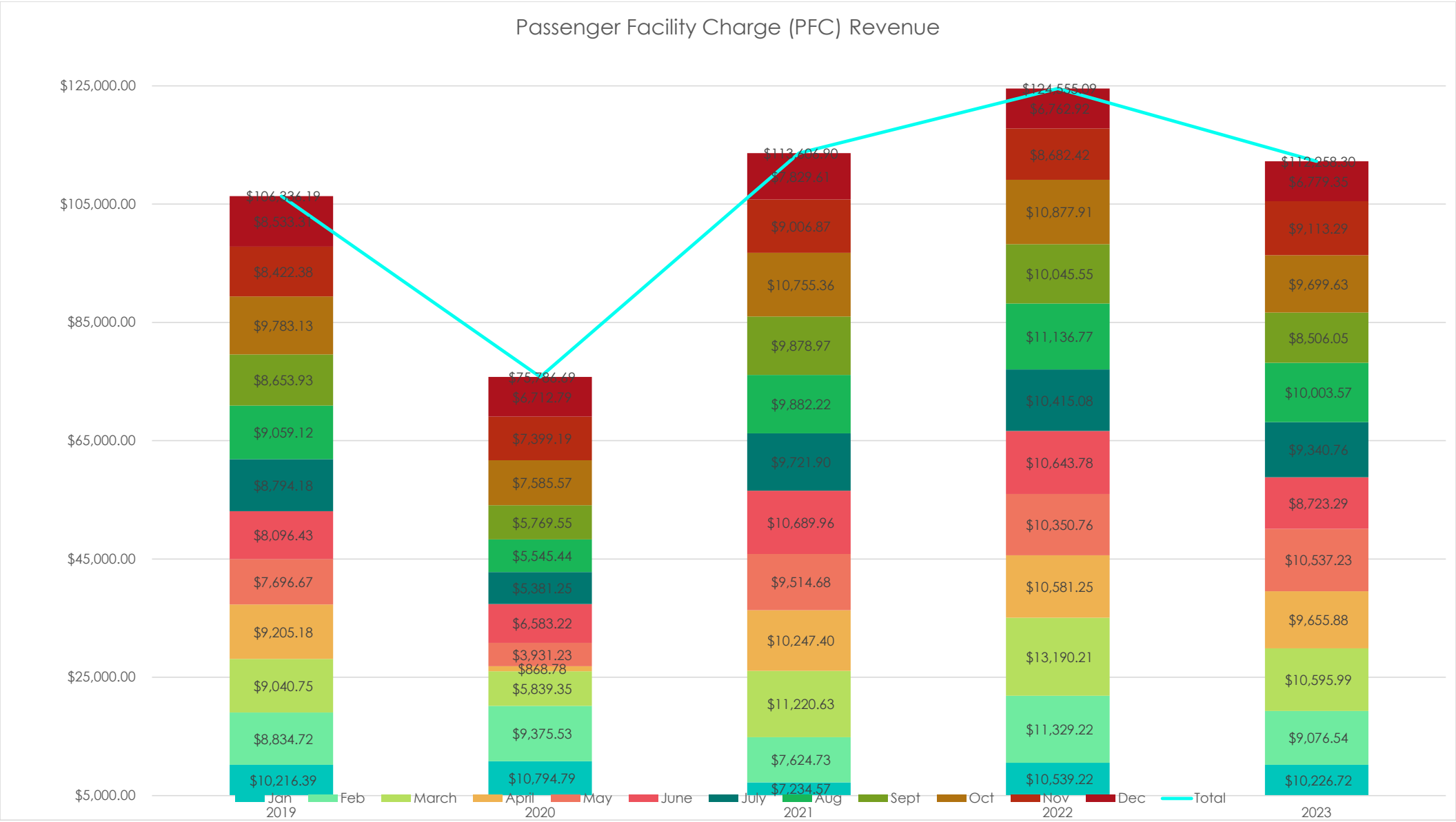

Western Kansas Commercial Enplanement Comparison
60,000
50,000
40,000
30,000
20,000
10,000
-
2019
2020
2021
2022
2023
51,845
27,079
52,824
52,369
51,804
5,030
6,902
14,807
25,106
2,577
2,908
5,446
16,148
8,243
6,566
11,125
26,890
6,269
7,515
9,417
29,168
6,449
8,289
9,582
27,484
GCK
HYS
LBL
DDC
Total

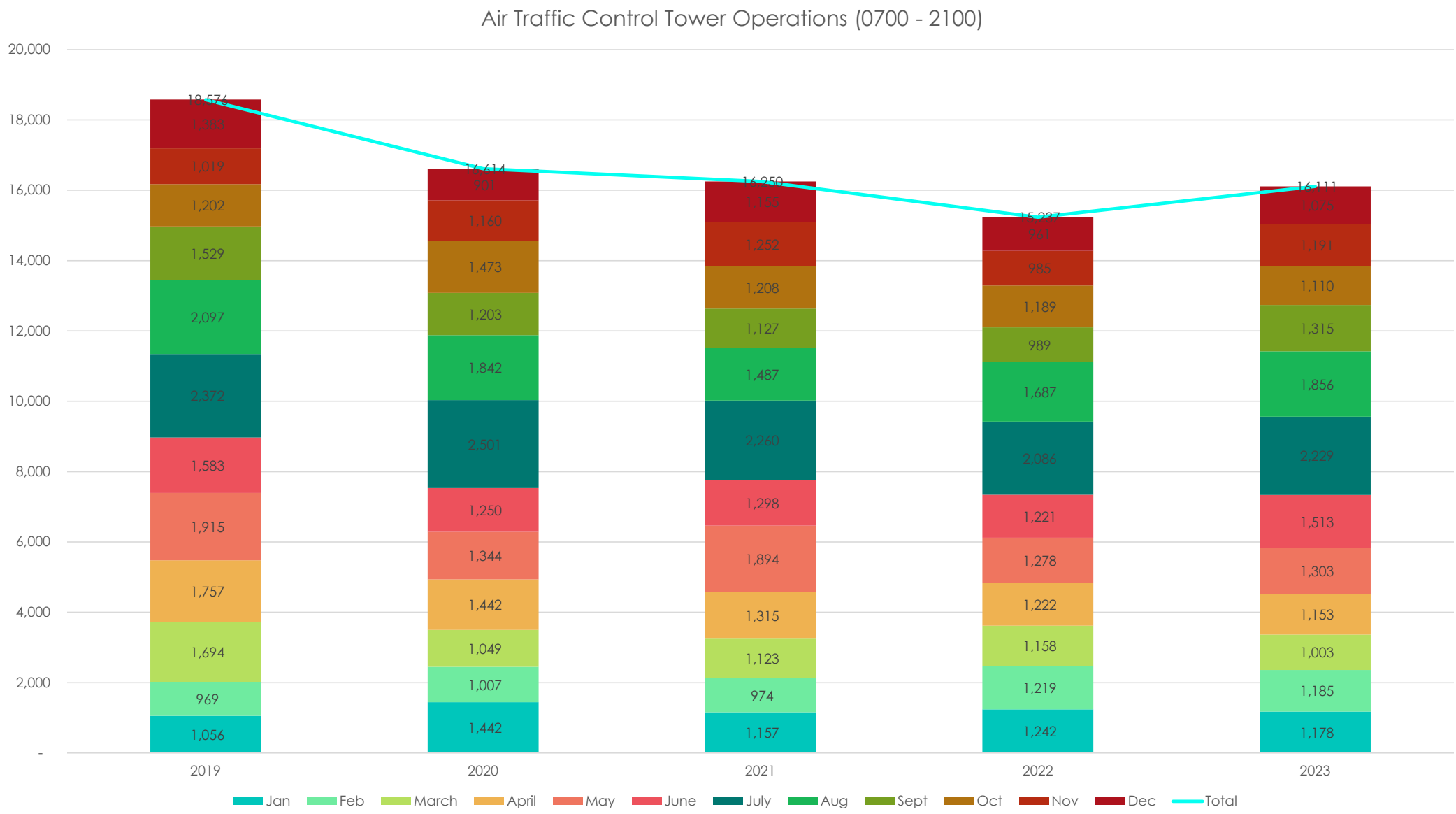
Commercial Flight Information

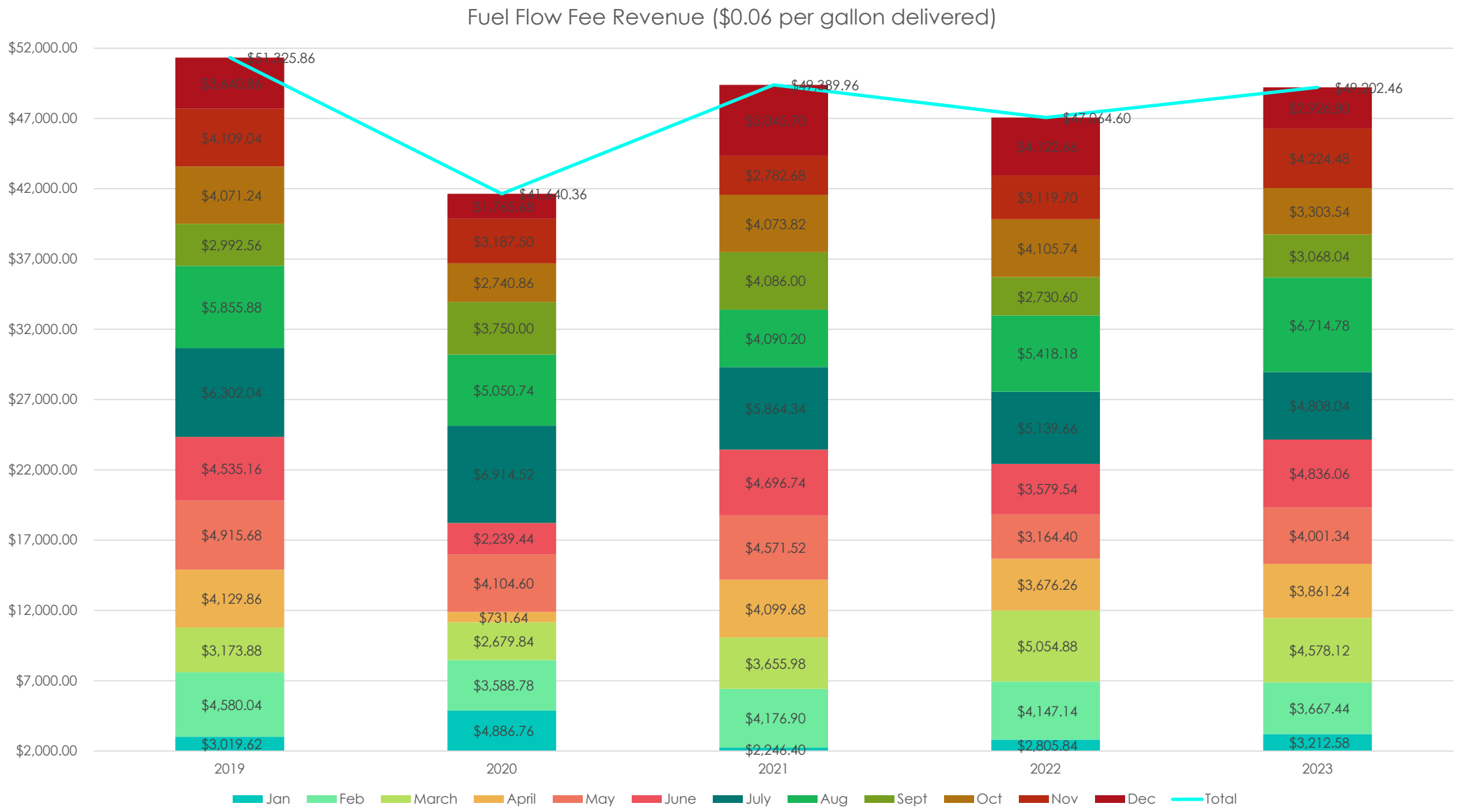
- Total flights 1,422
- Total passengers 56,113
  - 27,484 revenue enplanements
  - 348 non-revenue enplanements
  - 27,913 revenue deplanements
  - 368 non-revenue deplanements

Passenger Facility Charge

- $4.50 fee on airline ticket
  - $4.39 to airport, $0.11 to airline
- Application #2 - $566,286
  - Revenue is allocated to fund that paid the City's portion of the project
    - Fund 061 - $271,286 and fund 040 - $295,000
  - Projects: Wildlife Fence (Phase II), SRE BLDG, SRE, TWY F, Apron Rehab, Terminal Area Plan and Airfield Lighting Control Panel.
  - Collected to date February 8, 2024 - $354,744.88


Passenger Facility Charge (PFC) Revenue
$125,000.00
$105,000.00
$85,000.00
$65,000.00
$45,000.00
$25,000.00
$5,000.00
$106,336.19
$8,533.37
$8,422.38
$9,783.13
$8,653.93
$9,059.12
$8,794.18
$8,096.43
$7,696.67
$9,205.18
$9,040.75
$8,834.72
$10,216.39
$75,786.69
$6,712.79
$7,399.19
$7,585.57
$5,769.55
$5,545.44
$5,381.25
$6,583.22
$3,931.23
$868.78
$5,839.35
$9,375.53
$10,794.79
$113,496.90
$7,829.61
$9,006.87
$10,755.36
$9,878.97
$9,882.22
$9,721.90
$10,689.96
$9,514.68
$10,247.40
$11,220.63
$7,624.73
$7,234.57
$124,555.09
$6,762.92
$8,682.42
$10,877.91
$10,045.55
$11,136.77
$10,415.08
$10,643.78
$10,350.76
$10,581.25
$13,190.21
$11,329.22
$10,539.22
$112,258.39
$6,779.35
$9,113.29
$9,699.63
$8,506.05
$10,003.57
$9,340.76
$8,723.29
$10,537.23
$9,655.88
$10,595.99
$9,076.54
$10,226.72
Jan
Feb
March
April
May
June
July
Aug
Sept
Oct
Nov
Dec
Total
2019
2020
2021
2022
2023


Air Traffic Control Tower Operations (0700 - 2100)
20,000
18,000
16,000
14,000
12,000
10,000
8,000
6,000
4,000
2,000
-
2019
2020
2021
2022
2023
18,576
16,614
16,250
15,237
16,111
1,383
1,019
1,202
1,529
2,097
2,372
1,583
1,915
1,757
1,694
969
1,056
901
1,160
1,473
1,203
1,842
2,501
1,250
1,344
1,442
1,049
1,007
1,442
1,155
1,252
1,208
1,127
1,487
2,260
1,298
1,894
1,315
1,123
974
1,157
961
985
1,189
989
1,687
2,086
1,221
1,278
1,222
1,158
1,219
1,242
1,075
1,191
1,110
1,315
1,856
2,229
1,513
1,303
1,153
1,003
1,185
1,178
Jan
Feb
March
April
May
June
July
Aug
Sept
Oct
Nov
Dec
Total


Fuel Flow Fee Revenue ($0.06 per gallon delivered)
$52,000.00
$47,000.00
$42,000.00
$37,000.00
$32,000.00
$27,000.00
$22,000.00
$17,000.00
$12,000.00
$7,000.00
$2,000.00
$51,325.86
$41,640.36
$49,389.96
$47,064.60
$49,202.46
$3,640.86
$4,109.04
$4,071.24
$2,992.56
$5,855.88
$6,302.04
$4,535.16
$4,915.68
$4,129.86
$3,173.88
$4,580.04
$3,019.62
$1,765.66
$3,187.50
$2,740.86
$3,750.00
$5,050.74
$6,914.52
$2,239.44
$4,104.60
$731.64
$2,679.84
$3,588.78
$4,886.76
$5,045.70
$2,782.68
$4,073.82
$4,086.00
$4,090.20
$5,864.34
$4,696.74
$4,571.52
$4,099.68
$3,655.98
$4,176.90
$2,246.40
$4,122.66
$3,119.70
$4,105.74
$2,730.60
$5,418.18
$5,139.66
$3,579.54
$3,164.40
$3,676.26
$5,054.88
$4,147.14
$2,805.84
$2,926.80
$4,224.48
$3,303.54
$3,068.04
$6,714.78
$4,808.04
$4,836.06
$4,001.34
$3,861.24
$4,578.12
$3,667.44
$3,212.58
2019
2020
2021
2022
2023
Jan
Feb
March
April
May
June
July
Aug
Sept
Oct
Nov
Dec
Total

Airport Improvement Projects

- AIP 46 CARES ACT Terminal Construction $17,192,856
  - Expenses as of 12/31/2023 $13,091,771
- AIP 47 AIP Entitlement Terminal Construction $4,553,575
  - Expenses as of 12/31/2023 $3,467,392
- City Funds Terminal Construction $9,628,164
  - Expenses as of 12/31/2023 $4,999,243

GARDEN CITY
REGIONAL AIRPORT

GARDEN CITY
KANSAS

MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Jon Irsik, Fire Chief
DATE: February 20, 2024
RE: Fire Department Activity Report for January 2024

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

BACKGROUND:
Attached are the Garden City Fire Department incident and inspection reports from January 2024.

ALTERNATIVES:
None.

RECOMMENDATION:
None.

FISCAL NOTE:
None.

ATTACHMENTS:

Description	Upload Date	Type
January Incidents	2/1/2024	Backup Material
January Inspections	2/1/2024	Backup Material

Garden City Fire Department

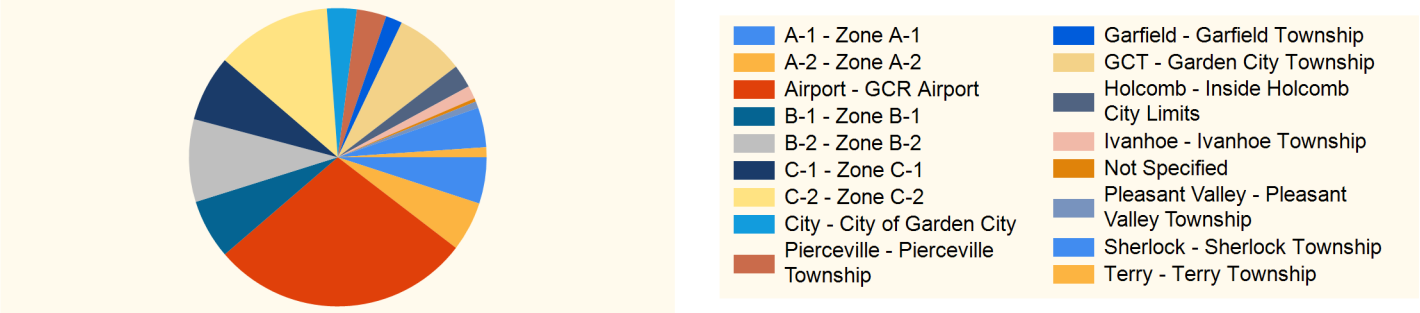
Garden City, KS

This report was generated on 2/1/2024 8:10:52 AM

Count of Incidents by Incident Type per Zone

Incident Status: All | Start Date: 01/01/2024 | End Date: 01/31/2024

% of Incidents per Zone



INCIDENT TYPE	# INCIDENTS	% of TOTAL
A-1 - Zone A-1		
311 - Medical assist, assist EMS crew	5	1.79%
321 - EMS call, excluding vehicle accident with injury	1	0.36%
322 - Motor vehicle accident with injuries	2	0.72%
324 - Motor vehicle accident with no injuries.	1	0.36%
412 - Gas leak (natural gas or LPG)	1	0.36%
550 - Public service assistance, other	1	0.36%
611 - Dispatched & cancelled en route	1	0.36%
741 - Sprinkler activation, no fire - unintentional	1	0.36%
743 - Smoke detector activation, no fire - unintentional	1	0.36%
Zone: A-1 - Zone A-1 Total Incident:	14	5.02%
A-2 - Zone A-2		
111 - Building fire	1	0.36%
311 - Medical assist, assist EMS crew	4	1.43%
324 - Motor vehicle accident with no injuries.	2	0.72%
411 - Gasoline or other flammable liquid spill	1	0.36%
412 - Gas leak (natural gas or LPG)	3	1.08%
413 - Oil or other combustible liquid spill	1	0.36%
442 - Overheated motor	1	0.36%
550 - Public service assistance, other	1	0.36%
622 - No incident found on arrival at dispatch address	1	0.36%
Zone: A-2 - Zone A-2 Total Incident:	15	5.38%
Airport - GCR Airport		
462 - Aircraft standby	79	28.32%
Zone: Airport - GCR Airport Total Incident:	79	28.32%
B-1 - Zone B-1		
311 - Medical assist, assist EMS crew	5	1.79%
321 - EMS call, excluding vehicle accident with injury	3	1.08%

Report shows count of incidents for Status selected.

322 - Motor vehicle accident with injuries	2	0.72%
411 - Gasoline or other flammable liquid spill	1	0.36%
412 - Gas leak (natural gas or LPG)	3	1.08%
444 - Power line down	1	0.36%
622 - No incident found on arrival at dispatch address	1	0.36%
651 - Smoke scare, odor of smoke	1	0.36%
745 - Alarm system activation, no fire - unintentional	1	0.36%
Zone: B-1 - Zone B-1 Total Incident:	18	6.45%
B-2 - Zone B-2		
113 - Cooking fire, confined to container	1	0.36%
143 - Grass fire	1	0.36%
311 - Medical assist, assist EMS crew	7	2.51%
321 - EMS call, excluding vehicle accident with injury	3	1.08%
322 - Motor vehicle accident with injuries	1	0.36%
324 - Motor vehicle accident with no injuries.	3	1.08%
412 - Gas leak (natural gas or LPG)	1	0.36%
611 - Dispatched & cancelled en route	2	0.72%
622 - No incident found on arrival at dispatch address	1	0.36%
651 - Smoke scare, odor of smoke	1	0.36%
700 - False alarm or false call, other	1	0.36%
735 - Alarm system sounded due to malfunction	2	0.72%
745 - Alarm system activation, no fire - unintentional	1	0.36%
Zone: B-2 - Zone B-2 Total Incident:	25	8.96%
C-1 - Zone C-1		
154 - Dumpster or other outside trash receptacle fire	1	0.36%
311 - Medical assist, assist EMS crew	5	1.79%
412 - Gas leak (natural gas or LPG)	3	1.08%
424 - Carbon monoxide incident	1	0.36%
444 - Power line down	1	0.36%
522 - Water or steam leak	1	0.36%
542 - Animal rescue	2	0.72%
571 - Cover assignment, standby, moveup	4	1.43%
622 - No incident found on arrival at dispatch address	2	0.72%
Zone: C-1 - Zone C-1 Total Incident:	20	7.17%
C-2 - Zone C-2		
111 - Building fire	3	1.08%
311 - Medical assist, assist EMS crew	2	0.72%
322 - Motor vehicle accident with injuries	2	0.72%
324 - Motor vehicle accident with no injuries.	4	1.43%
412 - Gas leak (natural gas or LPG)	2	0.72%
500 - Service Call, other	1	0.36%
520 - Water problem, other	2	0.72%
522 - Water or steam leak	3	1.08%
550 - Public service assistance, other	1	0.36%
600 - Good intent call, other	1	0.36%

Report shows count of incidents for Status selected.

611 - Dispatched & cancelled en route	2	0.72%
622 - No incident found on arrival at dispatch address	1	0.36%
651 - Smoke scare, odor of smoke	1	0.36%
731 - Sprinkler activation due to malfunction	2	0.72%
735 - Alarm system sounded due to malfunction	3	1.08%
740 - Unintentional transmission of alarm, other	2	0.72%
744 - Detector activation, no fire - unintentional	1	0.36%
745 - Alarm system activation, no fire - unintentional	2	0.72%
Zone: C-2 - Zone C-2 Total Incident:	35	12.54%
City - City of Garden City		
311 - Medical assist, assist EMS crew	2	0.72%
410 - Combustible/flammable gas/liquid condition, other	1	0.36%
550 - Public service assistance, other	4	1.43%
571 - Cover assignment, standby, moveup	1	0.36%
735 - Alarm system sounded due to malfunction	1	0.36%
Zone: City - City of Garden City Total Incident:	9	3.23%
Garfield - Garfield Township		
322 - Motor vehicle accident with injuries	1	0.36%
550 - Public service assistance, other	3	1.08%
611 - Dispatched & cancelled en route	1	0.36%
Zone: Garfield - Garfield Township Total Incident:	5	1.79%
GCT - Garden City Township		
131 - Passenger vehicle fire	1	0.36%
132 - Road freight or transport vehicle fire	1	0.36%
143 - Grass fire	1	0.36%
311 - Medical assist, assist EMS crew	1	0.36%
322 - Motor vehicle accident with injuries	1	0.36%
324 - Motor vehicle accident with no injuries.	3	1.08%
341 - Search for person on land	1	0.36%
550 - Public service assistance, other	9	3.23%
553 - Public service	2	0.72%
611 - Dispatched & cancelled en route	1	0.36%
Zone: GCT - Garden City Township Total Incident:	21	7.53%
Holcomb - Inside Holcomb City Limits		
311 - Medical assist, assist EMS crew	3	1.08%
611 - Dispatched & cancelled en route	2	0.72%
735 - Alarm system sounded due to malfunction	1	0.36%
736 - CO detector activation due to malfunction	1	0.36%
Zone: Holcomb - Inside Holcomb City Limits Total Incident:	7	2.51%
Ivanhoe - Ivanhoe Township		
132 - Road freight or transport vehicle fire	1	0.36%
341 - Search for person on land	1	0.36%
553 - Public service	1	0.36%
611 - Dispatched & cancelled en route	1	0.36%

Report shows count of incidents for Status selected.

INCIDENT TYPE	# INCIDENTS	% of TOTAL
Zone: Ivanhoe - Ivanhoe Township Total Incident:	4	1.43%
Not Specified		
736 - CO detector activation due to malfunction	1	0.36%
Zone: Not Specified Total Incident:	1	0.36%
Pierceville - Pierceville Township		
221 - Overpressure rupture of air or gas pipe/pipeline	1	0.36%
322 - Motor vehicle accident with injuries	1	0.36%
324 - Motor vehicle accident with no injuries.	1	0.36%
550 - Public service assistance, other	5	1.79%
611 - Dispatched & cancelled en route	1	0.36%
Zone: Pierceville - Pierceville Township Total Incident:	9	3.23%
Pleasant Valley - Pleasant Valley Township		
324 - Motor vehicle accident with no injuries.	1	0.36%
611 - Dispatched & cancelled en route	1	0.36%
Zone: Pleasant Valley - Pleasant Valley Township Total Incident:	2	0.72%
Sherlock - Sherlock Township		
341 - Search for person on land	4	1.43%
550 - Public service assistance, other	5	1.79%
553 - Public service	1	0.36%
611 - Dispatched & cancelled en route	2	0.72%
Zone: Sherlock - Sherlock Township Total Incident:	12	4.30%
Terry - Terry Township		
341 - Search for person on land	1	0.36%
550 - Public service assistance, other	1	0.36%
553 - Public service	1	0.36%
Zone: Terry - Terry Township Total Incident:	3	1.08%
TOTAL INCIDENTS FOR All ZONES:	**279**	**100%**

Report shows count of incidents for Status selected.

Garden City Fire Department

Garden City, KS

This report was generated on 2/1/2024 8:11:25 AM

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

Start Date: 01/01/2024 | End Date: 01/31/2024

OCCUPANCY	COUNT
INSPECTION TYPE: Business Inspection	
Beauty/Barber Shop	2
Business Office	5
Mercantile	14
Restaurant	1
INSPECTION TYPE: CMB & Liquor License	
Assembly	1
Bar/Nightclub	2
Liquor Store	2
Restaurant	2
INSPECTION TYPE: Construction	
College	1
Storage	1
INSPECTION TYPE: Fire Alarm - Fire Alarm System Test	
Business Office	1
INSPECTION TYPE: Hood and Duct Inspection	
Restaurant	1
INSPECTION TYPE: Zoning Compliance	
Beauty/Barber Shop	1
Total # of Inspections:	**34**

Locked inspections only.

GARDEN CITY
KANSAS

MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: February 20, 2024
RE: Neighborhood & Development Services Building Report-January 2024

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

BACKGROUND:
Attached is the January 2024 Building Report from Neighborhood & Development Services.

ALTERNATIVES:
None.

RECOMMENDATION:
None.

FISCAL NOTE:
None.

ATTACHMENTS:

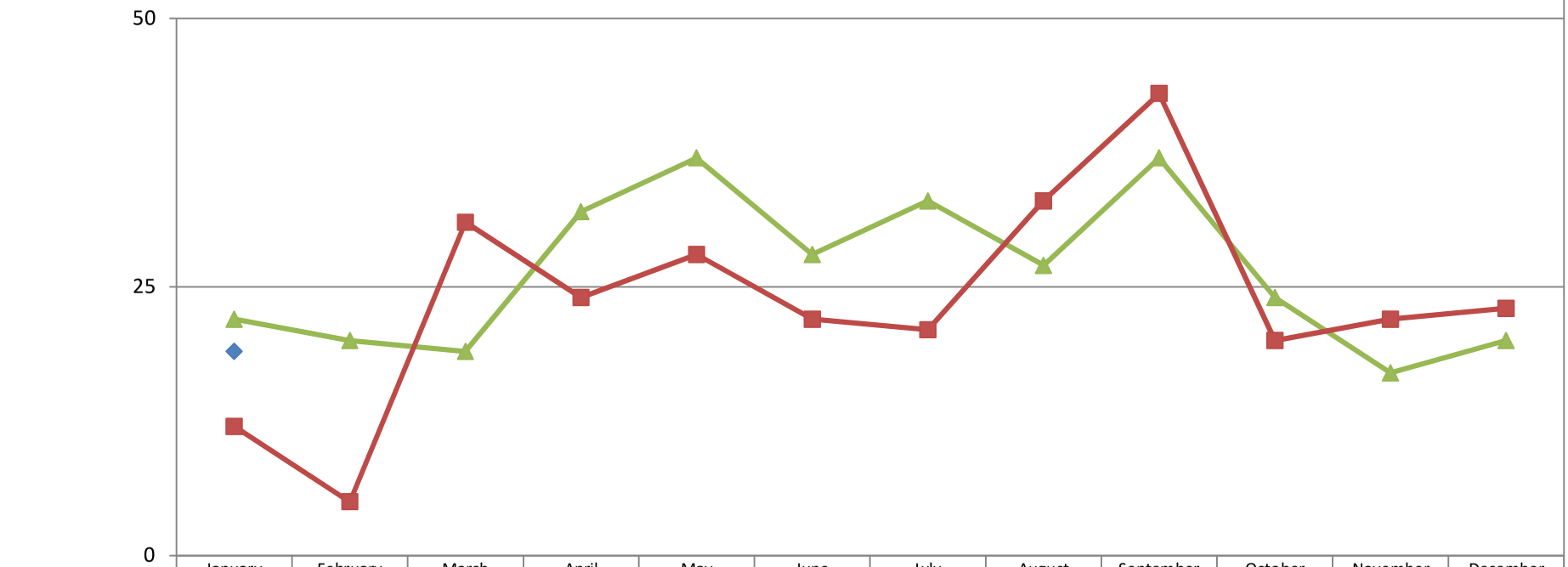
Description	Upload Date	Type
January 2024 Building Report	2/14/2024	Backup Material

Neighborhood & Development Services
Building Report
January 2024

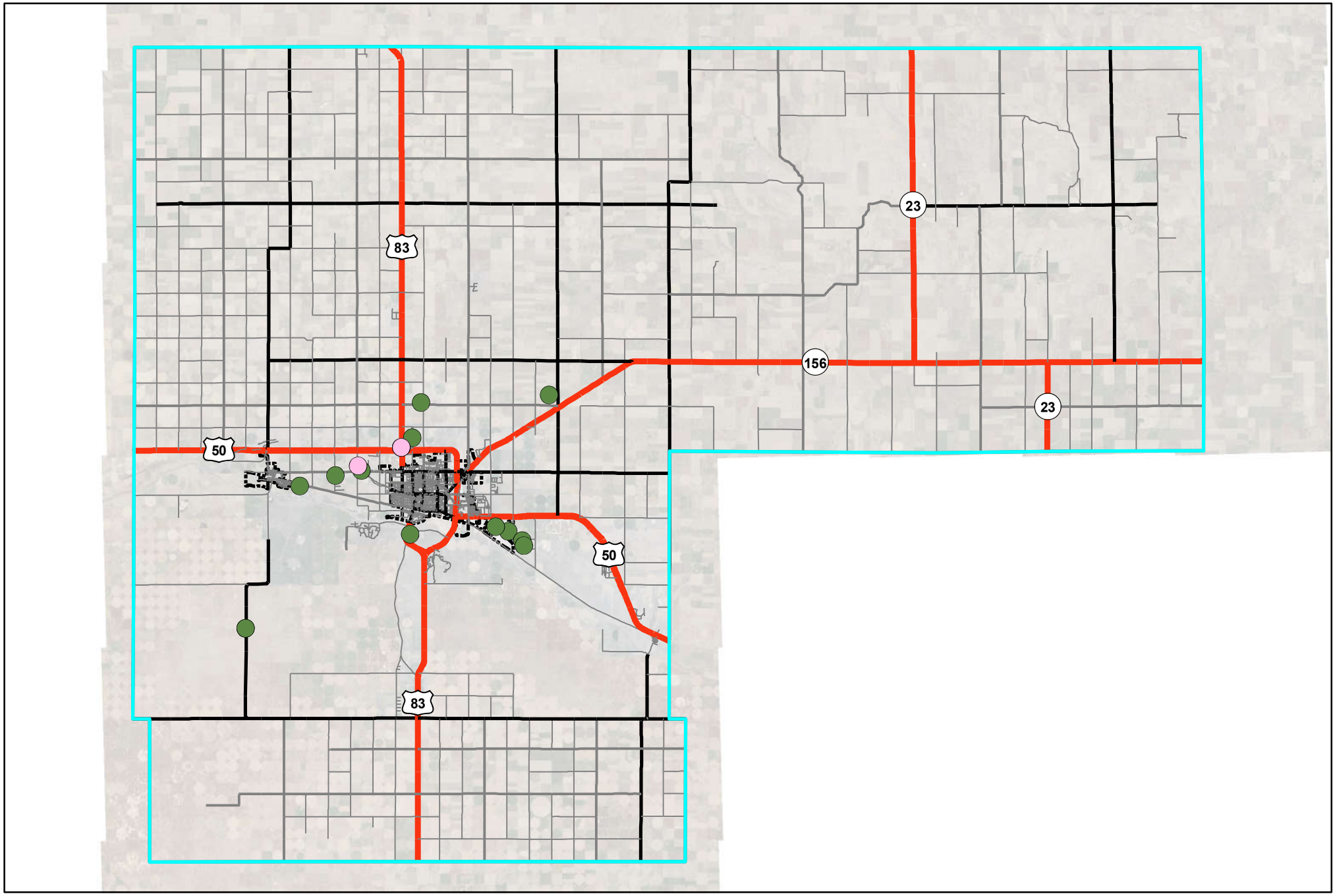
FINNEY COUNTY
2024 MONTHLY BUILDING REPORT

2024 Monthly Report		Single Family Includes Modular Permits	Single Family Manufactured Permits	Multi-Family Permits (twor or more attached dwellings)	Residential Remodel Permits	Commercial Permits	Industrial Permits	Commercial & Industrial Remodel Permits	Misc. Permits (Utility, Religious, Public or Non-Profit)	Total Fee, Permits & Valuation	Total Number of Inspections
JAN	FEE				1,850.00			702.00		$ 2,552	35
	PERMITS				15			4		19	
	VALUATION				131,150			50,489		$ 181,639	
FEB	FEE									0	
	PERMITS									0	
	VALUATION									0	
MAR	FEE									$ -	
	PERMITS									0	
	VALUATION									$ -	
APR	FEE									$ -	
	PERMITS									0	
	VALUATION									$ -	
MAY	FEE									$ -	
	PERMITS									0	
	VALUATION									$ -	
JUN	FEE									$ -	
	PERMITS									0	
	VALUATION									$ -	
JUL	FEE									$ -	
	PERMITS									0	
	VALUATION									$ -	
AUG	FEE									$ -	
	PERMITS									0	
	VALUATION									$ -	
SEP	FEE									$ -	
	PERMITS									0	
	VALUATION									$ -	
OCT	FEE									$ -	
	PERMITS									0	
	VALUATION									$ -	
NOV	FEE									0	
	PERMITS									0	
	VALUATION									0	
DEC	FEE									0	
	PERMITS									0	
	VALUATION									0	
2024 TOTAL PERMITS		0	0	0	15	0	0	4	0	$ 2,552 19 $ 181,639	35

2022-2024 FINNEY COUNTY BUILDING REPORT



	January	February	March	April	May	June	July	August	September	October	November	December
2022 Permits2	22	20	19	32	37	28	33	27	37	24	17	20
2023 Permits2	12	5	31	24	28	22	21	33	43	20	22	23
2024 Permits	19											



Finney County

Permit Types

January 2024

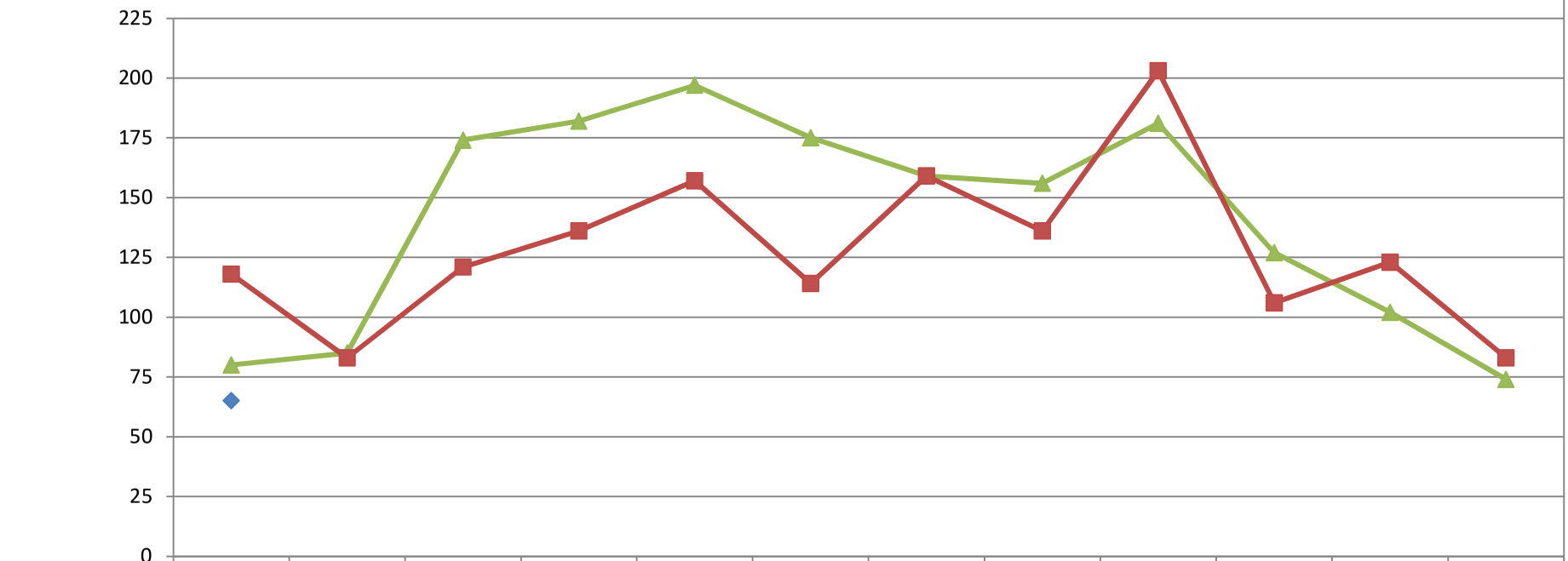
- New Industrial
- New Commercial
- Commercial/Industrial Remodel
- Multi-Family
- Residential Remodel
- SF Manufactured (HUD Standards)
- SF Residential Includes Modular
- Misc
- Municipal Boundaries

Permit#	District	Permit Type	Address	Amount	Value	Structure	Project Description
RR23-001221	Finney County	BD - Repair, Replacement, or Remodel Building Permit	5475 E LAKE DR	$ 105.00	$ 8,000.00	Residential Remodel	Change out 3 ton ac and 70K 92% furnace
RR24-000026	Finney County	BD - Repair, Replacement, or Remodel Building Permit	4125 N 8TH ST	$ 29.00	$ 1,500.00	Residential Remodel	40GALLON NG WATER HEATER REPLACMENT
RR24-000038	Finney County	BD - Repair, Replacement, or Remodel Building Permit	3020 W CRANE RD	$ 131.00	$ 8,000.00	Residential Remodel	Roofing Removal and Re-Roof
RR24-000025	Finney County	BD - Repair, Replacement, or Remodel Building Permit	5470 W RAILROAD AVE	$ 105.00	$ 6,900.00	Residential Remodel	Replace furnace
RR24-000027	Finney County	BD - Repair, Replacement, or Remodel Building Permit	6175 N SIXTEEN MILE RD	$ 56.00	$ 5,300.00	Residential Remodel	Replace heat pump condenser
SP24-000006	Finney County	BD - Sign Permit	1265 SOLAR Avenue	$ 251.00	$ -	Commercial/Industrial Remodel	Sign for Sbarro Pizza
CP23-000159	Finney County	BD - Concrete Permit	4985 South HOLCOMB Lane	$ 286.00	$ 7,500.00	Residential Remodel	Build a 30x25 Garage & Concrete Pad
RC23-000099	Finney County	BD - New Residential Construction Building Permit	4985 South HOLCOMB Lane	$ 338.00	$ 25,000.00	Residential Remodel	Build a 30x25 Garage & Concrete Pad
RR24-000022	Finney County	BD - Repair, Replacement, or Remodel Building Permit	3070 RANGE TRAIL Road	$ 131.00	$ 12,000.00	Residential Remodel	Remove bathtub and install Onyx shower
RR24-000016	Finney County	BD - Repair, Replacement, or Remodel Building Permit	450 South KAREN Street	$ 42.00	$ 300.00	Residential Remodel	Electrical inspections
RR24-000017	Finney County	BD - Repair, Replacement, or Remodel Building Permit	4860 East HILLCREST Road 4-B	$ 42.00	$ 350.00	Residential Remodel	Gas pressure test
SP23-000050	Finney County	BD - Sign Permit	1265 SOLAR Avenue	$ 88.00	$ -	Commercial/Industrial Remodel	New Sign (Sbarro)
SP23-000051	Finney County	BD - Sign Permit	1265 SOLAR Avenue	$ 150.00	$ -	Commercial/Industrial Remodel	New Sign (Dunkin Donut)
RA23-000136	Finney County	BD - Residential Accessory Building Permit	200 East HILLSIDE Avenue	$ 235.00	$ 21,000.00	Residential Remodel	27x24 Garage
RA23-000137	Finney County	BD - Residential Accessory Building Permit	2870 North ANDERSON Road	$ 213.00	$ 50,000.00	Commercial/Industrial Remodel	14x30 office addition
RR23-001126	Finney County	BD - Repair, Replacement, or Remodel Building Permit	6087 East WATER HOLE Drive	$ 55.00	$ 800.00	Residential Remodel	replace A/C, 2 Windows
FP23-000128	Finney County	BD - Fence Permit	885 SMITH Lane	$ 131.00	$ 25,000.00	Residential Remodel	6' Cedar
CP24-000002	Finney County	BD - Concrete Permit	1300 South TRAILS END	$ 82.00	$ 5,000.00	Residential Remodel	Skirting concrete block
RR24-000047	Finney County	BD - Repair, Replacement, or Remodel Building Permit	2370 North SHERLOCK Road	$ 82.00	$ 4,500.00	Residential Remodel	R/R Roof
			Total	**$ 2,552.00**	**$ 181,150.00**		

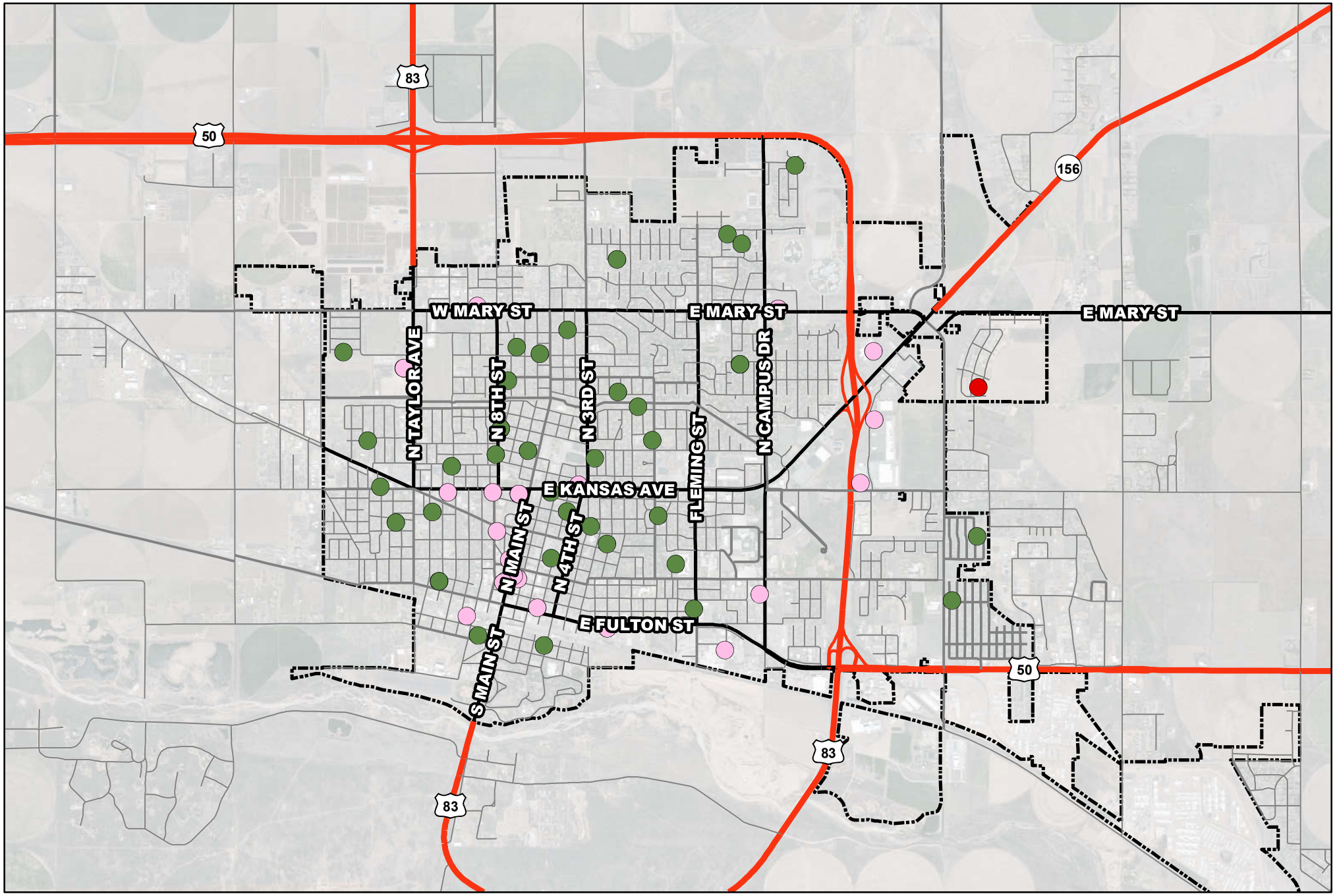
GARDEN CITY
2024 MONTHLY BUILDING REPORT

2024 Monthly Report		Single Family Includes Modular Permits	Single Family Manufactured Permits	Multi-Family Permits (twor or more attached dwellings)	Residential Remodel Permits	Commercial Permits	Industrial Permits	Commercial & Industrial Remodel Permits	Misc. Permits (Utility, Religious, Public or Non-Profit)	Total Fee, Permits & Valuation	Total Number of Inspections
JAN	FEE	1,060	535		2,517	85,360		5,858		$ 95,330	187
	PERMITS	1	1		37	1		25		65	
	VALUATION	275,000	100,460		240,689	41,600,000		1,089,610		$ 43,305,759	
FEB	FEE									$ -	
	PERMITS									0	
	VALUATION									$ -	
MAR	FEE									$ -	
	PERMITS									0	
	VALUATION									$ -	
APR	FEE									$ -	
	PERMITS									0	
	VALUATION									$ -	
MAY	FEE									$ -	
	PERMITS									0	
	VALUATION									$ -	
JUN	FEE									$ -	
	PERMITS									0	
	VALUATION									$ -	
JUL	FEE									$ -	
	PERMITS									0	
	VALUATION									$ -	
AUG	FEE									$ -	
	PERMITS									0	
	VALUATION									$ -	
SEP	FEE									$ -	
	PERMITS									0	
	VALUATION									$ -	
OCT	FEE									$ -	
	PERMITS									0	
	VALUATION									$ -	
NOV	FEE									-	
	PERMITS									-	
	VALUATION									-	
DEC	FEE									-	
	PERMITS									-	
	VALUATION									-	
2024 TOTAL PERMITS		1	1	0	37	1	0	25	0	$ 95,330 65 $ 43,305,759	187

2022-2024 GARDEN CITY BUILDING REPORT



	January	February	March	April	May	June	July	August	September	October	November	December
2022 Permits2	80	85	174	182	197	175	159	156	181	127	102	74
2023 Permits2	118	83	121	136	157	114	159	136	203	106	123	83
2024 Permits	65											



Garden City

Permit Types

January 2024

- New Industrial
- New Commercial
- Commercial/Industrial Remodel
- Multi-Family
- Residential Remodel
- SF Manufactured (HUD Standards)
- SF Residential Includes Modular
- Misc
- Municipal Boundaries

Permit#	District	Permit Type	Address	Amount	Value	Structure	Project Description
CP24-000001	Garden City	BD - Concrete Permit	2005 North TAYLOR Avenue	$ 32.00	$ 2,000.00	Commercial/Industrial Remodel	Concrete Pad for transformer
RR23-001158	Garden City	BD - Repair, Replacement, or Remodel Building Permit	812 E FULTON ST	$ 130.00	$ 8,000.00	Commercial/Industrial Remodel	Reroof
RR23-001191	Garden City	BD - Repair, Replacement, or Remodel Building Permit	201 E EMERSON AVE	$ 29.00	$ 100.00	Residential Remodel	SHEETROCK AND FLOORING REPAIR AFTER BIOHAZARD CLEAN-UP
RR23-001212	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1203 North 11TH Street	$ 79.00	$ 315.00	Residential Remodel	GAS PRESSURE TEST
RR23-001215	Garden City	BD - Repair, Replacement, or Remodel Building Permit	616 MAGNOLIA ST	$ 29.00	$ 1,500.00	Residential Remodel	40GALLON NG WATER HEATER REPLACMENT
RR23-000582	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1708 BENTON ST	$ 200.00	$ 43,000.00	Residential Remodel	install siding
RR23-001073	Garden City	BD - Repair, Replacement, or Remodel Building Permit	611 MULBERRY ST	$ 105.00	$ 9,663.25	Residential Remodel	Roof Replacement, Gutter Replacement, Siding Repair
RR23-001077	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1919 C ST	$ 105.00	$ 7,000.00	Residential Remodel	Change out 70K 92% furnace and 2.5 ton ac
RR23-001220	Garden City	BD - Repair, Replacement, or Remodel Building Permit	201 W MAPLE ST	$ 130.00	$ 13,000.00	Residential Remodel	Change out boiler
RR24-000002	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1705 PEPPERWOOD CT	$ 56.00	$ 6,000.00	Residential Remodel	installing an Andersen gliding patio door
RR23-001219	Garden City	BD - Repair, Replacement, or Remodel Building Permit	3101 E KANSAS AVE	$ 62.00	$ 5,000.00	Commercial/Industrial Remodel	Install 3 power poles in the Vision Center. Poles are 10' tall, attached to the concrete floor and terminate above the suspended ceiling. Each pole will be on it's own separate 20 amp circuit tied into the closest electrical panel with capacity.
RR24-000032	Garden City	BD - Repair, Replacement, or Remodel Building Permit	117 E LAUREL ST	$ 220.00	$ 37,000.00	Commercial/Industrial Remodel	Re-Roof
RR23-001223	Garden City	BD - Repair, Replacement, or Remodel Building Permit	201 S 4TH ST	$ 29.00	$ 1,500.00	Residential Remodel	40GALLON NG WATER HEATER REPLACMENT
RR23-001224	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1217 PINECREST AVE	$ 29.00	$ 1,000.00	Residential Remodel	WATER HEATER REPLACEMENT 40GAL NG - CUSTOMER PROVIDED
RR24-000001	Garden City	BD - Repair, Replacement, or Remodel Building Permit	509 N MAIN ST	$ 32.00	$ 250.00	Commercial/Industrial Remodel	REMOVE 7X14 WINDOW PANE AND REPLACE WITH WALL AND SIDING
RR24-000005	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2005 North TAYLOR Avenue	$ 32.00	$ 1,500.00	Commercial/Industrial Remodel	ADD ADDITIONAL GAS LINE & GAS PRESSURE TEST
RR24-000006	Garden City	BD - Repair, Replacement, or Remodel Building Permit	807 E HAMLINE ST	$ 29.00	$ 1,500.00	Residential Remodel	50GALLON NG WATER HEATER REPLACEMENT
RR24-000013	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1311 N 8TH ST	$ 29.00	$ 1,200.00	Residential Remodel	40GALLON NG WATER HEATER REPLACMENT
RR24-000023	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1607 CENTER ST	$ 29.00	$ 1,500.00	Residential Remodel	50GALLON NG WATER HEATER REPLACEMENT
RR24-000028	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1750 LAREU Road	$ 82.00	$ 315.00	Commercial/Industrial Remodel	GAS PRESSURE TEST
RC23-000065	Garden City	BD - New Residential Construction Building Permit	2901 CASTLEWOOD Place	$ 56.00	$ 5,630.00	Residential Remodel	10X12 shed
RR24-000012	Garden City	BD - Repair, Replacement, or Remodel Building Permit	908 N 3RD ST	$ 56.00	$ 4,800.00	Residential Remodel	Replace furnace
RR24-000033	Garden City	BD - Repair, Replacement, or Remodel Building Permit	111 JC ST	$ 62.00	$ 3,700.00	Commercial/Industrial Remodel	Replace heater
RR24-000043	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1521 E CHESTNUT ST	$ 118.00	$ 4,200.00	Residential Remodel	REPLACING FURANCE
RR24-000053	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1606 W OLIVE ST	$ 56.00	$ 5,324.08	Residential Remodel	Roof replacement
RR23-001214	Garden City	BD - Repair, Replacement, or Remodel Building Permit	110 West KANSAS Avenue	$ 130.00	$ 8,000.00	Commercial/Industrial Remodel	Relocate Existing Kitchen Hood by code.
CC23-000041	Garden City	BD - New Commercial Construction Building Permit	325 North MAIN Street	$ 462.50	$ 75,000.00	Commercial/Industrial Remodel	Remodel
DP24-000001	Garden City	BD - Demolition Permit	2005 North TAYLOR Avenue	$ 30.00	$ -	Commercial/Industrial Remodel	Remove Electrical conduit damaged
SP23-000053	Garden City	BD - Sign Permit	309 East FULTON Street	$ 75.00	$ 75.00	Commercial/Industrial Remodel	Sign Replacement (Western Honda)
RP24-000001	Garden City	BD - Right of Way and Excavation Permit	1508 North 8TH Street	$ 30.00	$ 3,000.00	Residential Remodel	Water line replacement
CC23-000035	Garden City	BD - New Commercial Construction Building Permit	2875 East SCHULMAN Avenue	$ 220.00	$ 50,000.00	Commercial/Industrial Remodel	Kwik shop Remodel
RR24-000007	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1508 North 8TH Street	$ 29.00	$ 3,000.00	Residential Remodel	Water line replacement
CC23-000037	Garden City	BD - New Commercial Construction Building Permit	411 North CAMPUS Drive	$ 3,672.00	$ 877,195.00	Commercial/Industrial Remodel	Upgrades to the interior finishes including floor, Paint, casework, lights, & new RTU
CC23-000038	Garden City	BD - New Commercial Construction Building Permit	3122 Cecil Drive	$ 85,360.00	$ 41,600,000.00	New Commercial	Driveway, Approach, Sidewalk, and Building Footings (only underground utility work included)
RR24-000003	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2302 A Street	$ 56.00	$ 3,500.00	Residential Remodel	Replace sewer line from house to existing city tap
SP23-000023	Garden City	BD - Sign Permit	501 East KANSAS Avenue	$ 75.00	$ 75.00	Commercial/Industrial Remodel	New Sign (Fiesta Mexico)
RR24-000014	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2310 C Street	$ 56.00	$ 5,000.00	Residential Remodel	3 Windows, R/R roof
RR24-000019	Garden City	BD - Repair, Replacement, or Remodel Building Permit	311 East SPRUCE Street	$ 105.00	$ 13,692.00	Residential Remodel	Replace Package unit
RR24-000020	Garden City	BD - Repair, Replacement, or Remodel Building Permit	805 North 1ST Street	$ 29.00	$ 2,500.00	Residential Remodel	Replace water line
FP23-000119	Garden City	BD - Fence Permit	3319 WINTER Street	$ 260.00	$ 7,000.00	Residential Remodel	6' metal/iron fence
RR24-000021	Garden City	BD - Repair, Replacement, or Remodel Building Permit	110 West KANSAS Avenue	$ 62.00	$ 6,000.00	Commercial/Industrial Remodel	Redo gas line - Grease trap waste, new gas line on kitchen area
RR24-000029	Garden City	BD - Repair, Replacement, or Remodel Building Permit	406 North MAIN Suite B	$ 62.00	$ 5,000.00	Commercial/Industrial Remodel	Connection for spa chairs
FP24-000005	Garden City	BD - Fence Permit	209 North 12TH Street	$ 108.00	$ 1,000.00	Residential Remodel	Fence Replacement
RR22-001138	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1102 SUMMIT Street	$ 105.00	$ 8,000.00	Residential Remodel	R/R Roof
RR24-000034	Garden City	BD - Repair, Replacement, or Remodel Building Permit	210 East KANSAS Avenue	$ 105.00	$ 14,000.00	Residential Remodel	R/R Roof
SP24-000001	Garden City	BD - Sign Permit	110 West KANSAS Avenue	$ -	$ -	Commercial/Industrial Remodel	Sign for Itoko's
SP24-000002	Garden City	BD - Sign Permit	601 West MARY Street	$ 75.00	$ -	Commercial/Industrial Remodel	New Sign (Rensen House)
SP24-000003	Garden City	BD - Sign Permit	628 North 8TH Street	$ -	$ -	Commercial/Industrial Remodel	Face Replacement (Luna Beauty)
SP24-000004	Garden City	BD - Sign Permit	2051 East MARY Street	$ 150.00	$ 150.00	Commercial/Industrial Remodel	New Sign (Heartland Dermatology)
RR23-001136	Garden City	BD - Repair, Replacement, or Remodel Building Permit	4101 East US HIGHWAY 50 #64	$ 29.00	$ 315.00	Residential Remodel	Gas Pressure Test
RC23-000117	Garden City	BD - New Residential Construction Building Permit	2135 STETSON Way	$ 1,060.00	$ 275,000.00	SF Residential Includes Modular	New single family home
FP24-000001	Garden City	BD - Fence Permit	2809 EL DORADO Place	$ 29.00	$ 250.00	Residential Remodel	6' wood fence repairs
RR24-000045	Garden City	BD - Repair, Replacement, or Remodel Building Permit	710 CONKLING Avenue	$ 29.00	$ 1,200.00	Residential Remodel	Replace Gas Line
FP24-000002	Garden City	BD - Fence Permit	1007 North 8TH Street	$ 130.00	$ 10,000.00	Commercial/Industrial Remodel	6' Chain Link
RA24-000002	Garden City	BD - Residential Accessory Building Permit	1002 North 5TH Street	$ 105.00	$ 15,000.00	Residential Remodel	24X24 Storage
RR24-000042	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1005 East JOHNSON Street	$ 29.00	$ 100.00	Residential Remodel	Change out Electrical Panel
RR24-000031	Garden City	BD - Repair, Replacement, or Remodel Building Permit	510 West KANSAS Avenue	$ 32.00	$ 350.00	Commercial/Industrial Remodel	Install 250V/50 Amp Receptacle for food truck
DP24-000002	Garden City	BD - Demolition Permit	109 GRANT Avenue	$ 30.00	$ -	Commercial/Industrial Remodel	DEMO INTERIOR NON-LOAD BEARING WALL, SELECTIVE ELECTRICAL & PLUMBING
RP24-000002	Garden City	BD - Right of Way and Excavation Permit	1806 PAWNEE Road	$ 30.00	$ 23,000.00	Residential Remodel	Remove Replace Driveway/Approach Extend Driveway
CP24-000003	Garden City	BD - Concrete Permit	1806 PAWNEE Road	$ 105.00	$ 23,000.00	Residential Remodel	Remove Replace Driveway/Approach Extend Driveway

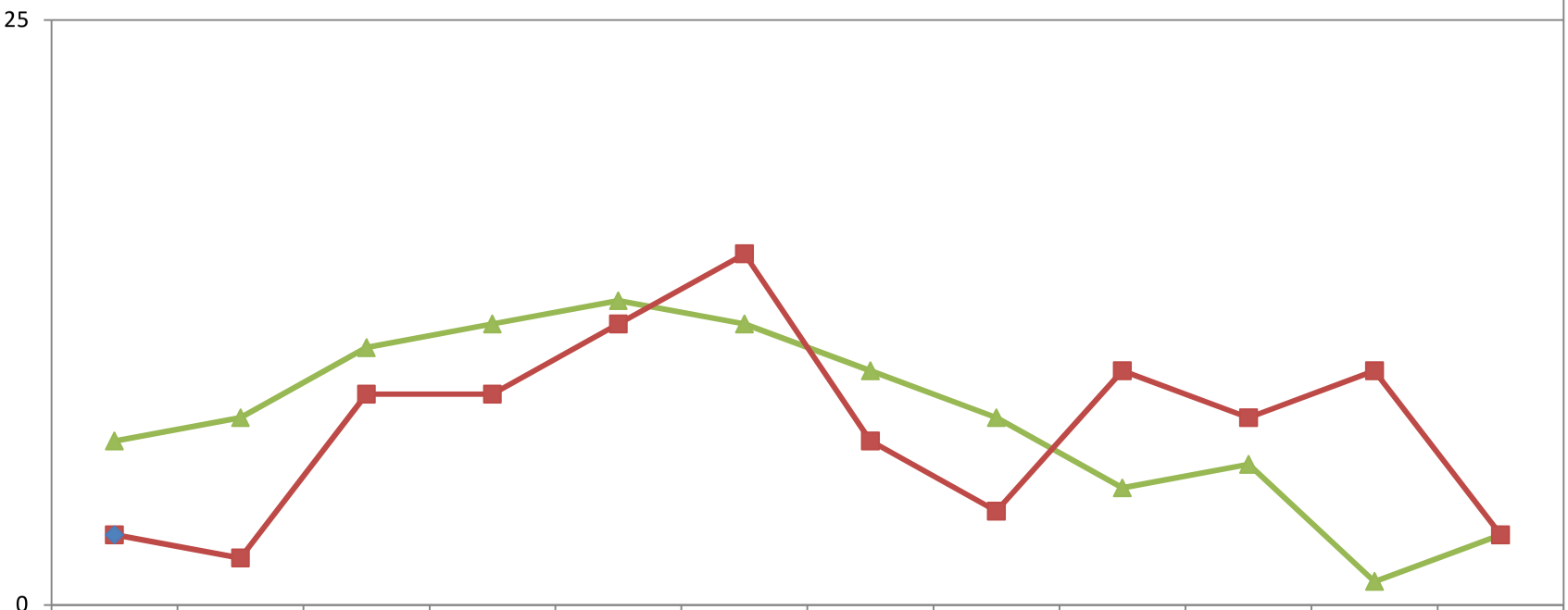
RA24-000005	Garden City	BD - Residential Accessory Building Permit	209 North 12TH Street	$ 29.00	$ 899.99	Residential Remodel	8X8 Shed
RC24-000001	Garden City	BD - New Residential Construction Building Permit	950 North JENNIE BARKER 182	$ 535.40	$ 100,459.66	SF Manufactured (HUD Standards)	new mobile home - Install water, sewer, gas & Electric services. Pour concrete in walk way
FP24-000006	Garden City	BD - Fence Permit	103 South 9TH Street	$ -	$ -	Commercial/Industrial Remodel	New Fence
RR24-000004	Garden City	BD - Repair, Replacement, or Remodel Building Permit	922 CENTER Street	$ 56.00	$ 6,000.00	Residential Remodel	replace existing 200 Amp Service
RR24-000054	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1406 A Street	$ 29.00	$ 3,000.00	Residential Remodel	R/R roof

HOLCOMB

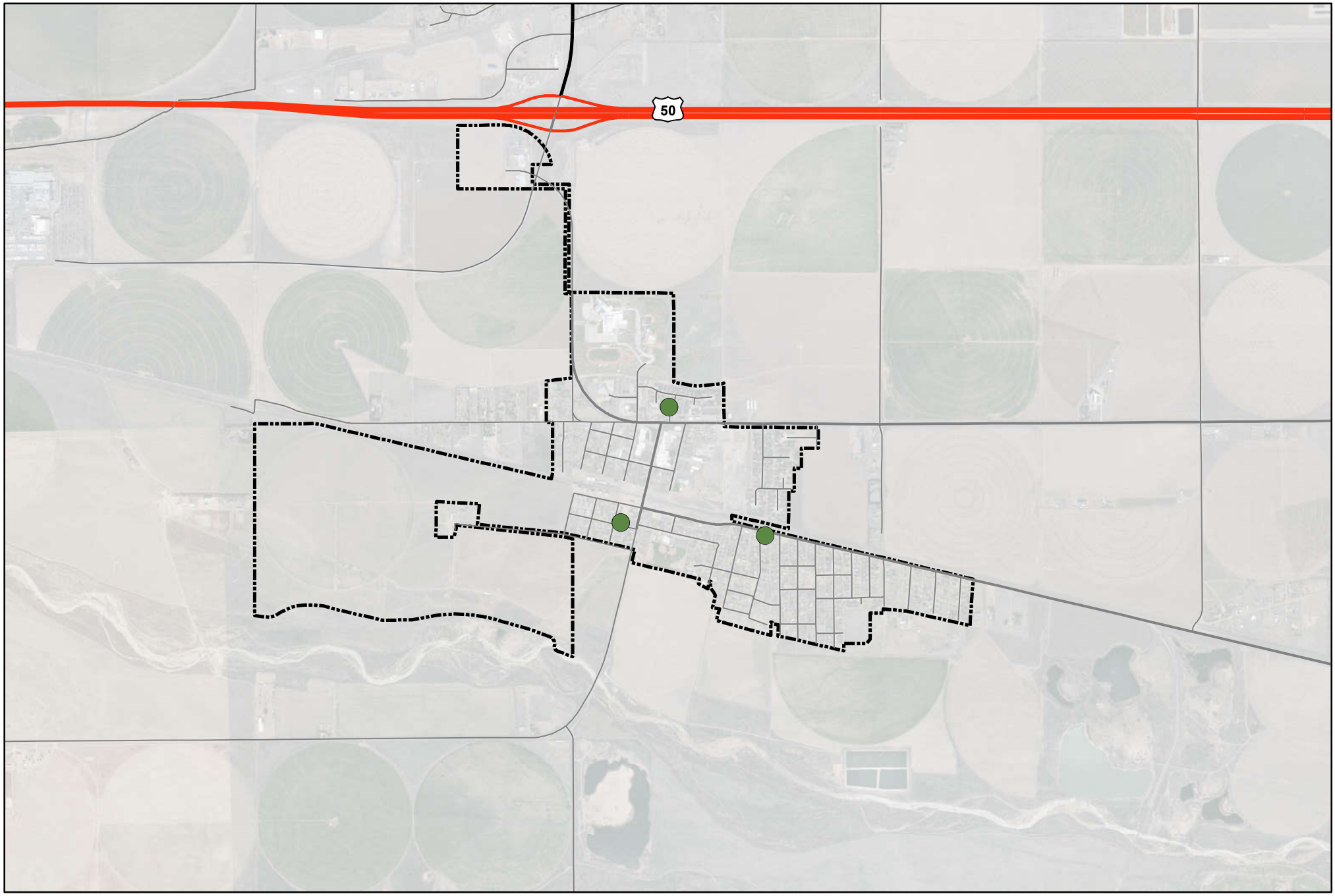
2024 MONTHLY BUILDING REPORT

2024 Monthly Report		Single Family Includes Modular Permits	Single Family Manufactured Permits	Multi-Family Permits (twor or more attached dwellings)	Residential Remodel Permits	Commercial Permits	Industrial Permits	Commercial & Industrial Remodel Permits	Misc. Permits (Utility, Religious, Public or Non-Profit)	Total Fee, Permits & Valuation	Total Number of Inspections
JAN	FEE				534					$ 534	5
	PERMITS				3					3	
	VALUATION				81,600					$ 81,600	
FEB	FEE									$ -	
	PERMITS									0	
	VALUATION									$ -	
MAR	FEE									$ -	
	PERMITS									0	
	VALUATION									$ -	
APR	FEE									$ -	
	PERMITS									0	
	VALUATION									$ -	
MAY	FEE									$ -	
	PERMITS									0	
	VALUATION									$ -	
JUN	FEE									$ -	
	PERMITS									0	
	VALUATION									$ -	
JUL	FEE									$ -	
	PERMITS									0	
	VALUATION									$ -	
AUG	FEE									$ -	
	PERMITS									0	
	VALUATION									$ -	
SEP	FEE									$ -	
	PERMITS									0	
	VALUATION									$ -	
OCT	FEE									$ -	
	PERMITS									0	
	VALUATION									$ -	
NOV	FEE									$ -	
	PERMITS									0	
	VALUATION									$ -	
DEC	FEE									0.00	
	PERMITS									0	
	VALUATION									0	
2024 TOTAL PERMITS		0	0	0	3	0	0	0	0	$ 534 3 $ 81,600	5

2022-2024 HOLCOMB BUILDING REPORT



	January	February	March	April	May	June	July	August	September	October	November	December
2022 Permits2	7	8	11	12	13	12	10	8	5	6	1	3
2023 Permits2	3	2	9	9	12	15	7	4	10	8	10	3
2024 Permits	3											



Holcomb

Permit Types

January 2024

- New Industrial
- New Commercial
- Commercial/Industrial Remodel
- Multi-Family
- Residential Remodel
- SF Manufactured (HUD Standards)
- SF Residential Includes Modular
- Misc
- Municipal Boundaries

Permit#	District	Permit Type	Address	Amount	Value	Structure	Project Description
RR23-001211	Holcomb	BD - Repair, Replacement, or Remodel Building Permit	100 JENNY AVE	$ 29.00	$ 1,500.00	Residential Remodel	40GALLON NG WATER HEATER REPLACMENT
RR23-001101	Holcomb	BD - Repair, Replacement, or Remodel Building Permit	405 RUSSELL Road	$ 448.50	$ 75,000.00	Residential Remodel	Remodel
RR24-000035	Holcomb	BD - Repair, Replacement, or Remodel Building Permit	106 South HENDERSON Street	$ 56.00	$ 5,100.00	Residential Remodel	Waterheater & pipe repair
			Total	**$ 533.50**	**$ 81,600.00**		

GARDEN CITY
KANSAS

MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Courtney E. Prewitt, Chief of Police
DATE: February 20, 2024
RE: Police Department Master Activity Report - January 2024

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

BACKGROUND:
Attached is the Garden City Police Department Master Activity Report for January 2024.

ALTERNATIVES:
None.

RECOMMENDATION:
None.

FISCAL NOTE:
None.

ATTACHMENTS:

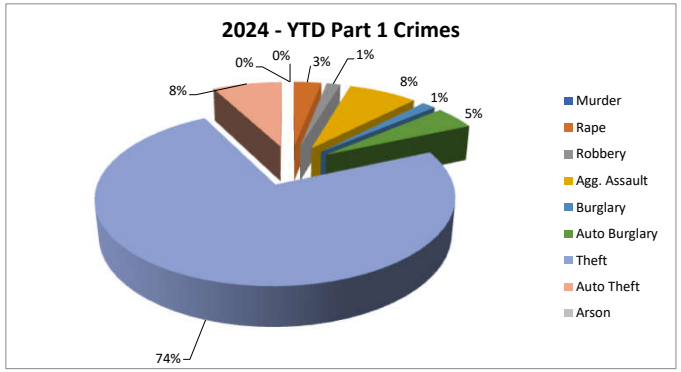
Description	Upload Date	Type
January 2024 Master Activity Report	2/13/2024	Backup Material

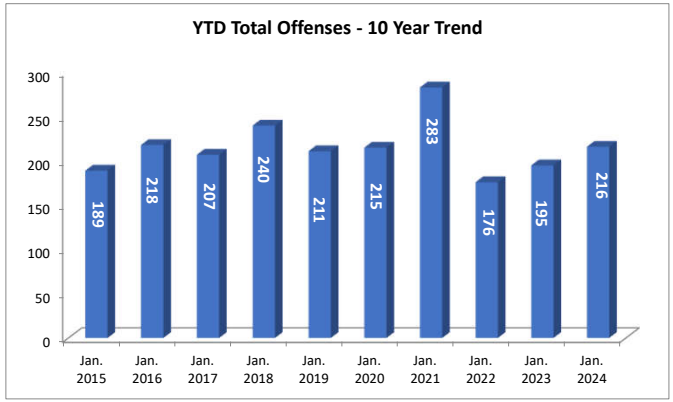
GARDEN CITY POLICE DEPARTMENT

Monthly Activity Report - January 2024

Offenses Reported

	Jan. 2024	YTD 2024	Jan. 2023	YTD 2023	% Change YTD	Arrest Jan. 2024	Arrest To Date 2024
Part 1 Crimes							
Murder	0	0	0	0	UNDF	0	0
Rape	2	2	2	2	0%	0	0
Robbery	1	1	1	1	0%	0	0
Agg. Assault	5	5	4	4	25%	3	3
Burglary	1	1	5	5	-80%	0	0
Auto Burglary	3	3	7	7	-57%	0	0
Theft	48	48	33	33	45%	12	12
Auto Theft	5	5	1	1	400%	2	2
Arson	0	0	0	0	UNDF	0	0
Total:	**65**	**65**	**53**	**53**	**23%**	**17**	**17**
Part 2 Crimes							
Criminal Trespass	13	13	5	5	160%	15	15
Criminal Damage	5	5	8	8	-38%	2	2
Drug Violation	20	20	33	33	-39%	23	23
Forgery	1	1	0	0	UNDF	0	0
Graffiti	1	1	7	7	-86%	0	0
Sexual Exploitation	0	0	2	2	-100%	0	0
Kidnapping	1	1	0	0	UNDF	0	0
Liquor Violations	2	2	3	3	-33%	20	20
Sex Offenses	0	0	4	4	-100%	0	0
Simple Assault	7	7	6	6	17%	5	5
DV Battery	18	18	8	8	125%	8	8
Weapons	0	0	1	1	-100%	0	0
Stalking	3	3	1	1	200%	0	0
All Other Crimes	35	35	27	27	30%	199	199
Total:	**106**	**106**	**105**	**105**	**1%**	**272**	**272**
Grand Totals	**171**	**171**	**158**	**158**	**8%**	**289**	**289**





Community Statistics 2020-2024

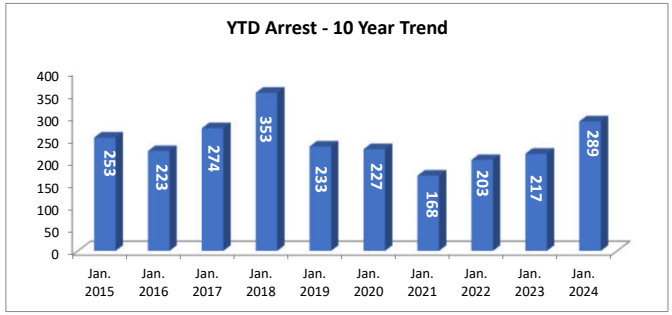
	2020	2021	2022	2023	2024
Population	31,275	31,275	31,045	31,275	
Patrolling Area	10.99 sq miles	10.99 sq miles	10.99 sq miles	10.99 sq miles	10.99 sq miles

Offense Reports Summary

	Jan. 2024	YTD 2024	Jan. 2023	YTD 2023
Offense Reports	216	216	195	195
Patrol/CRD Supplemental Repo	287	287	145	145

Arrests

	Jan. 2024	YTD 2024	Jan. 2023	YTD 2023	% Change YTD
All Other Adult Arrests	217	217	157	157	38%
Alcohol Related Arrests	20	20	10	10	100%
Drug Related Arrests	18	18	27	27	-33%
Total Adult Arrest	**255**	**255**	**194**	**194**	31%
All Other Juveniles Detained	29	29	11	11	164%
Alcohol Related Detained	0	0	4	4	-100%
Drug Related Detained	5	5	5	5	0%
Curfew Violations	0	0	3	3	-100%
Total Juvenile Arrest	**34**	**34**	**23**	**23**	**48%**
Total Custody:	**289**	**289**	**217**	**217**	**33%**

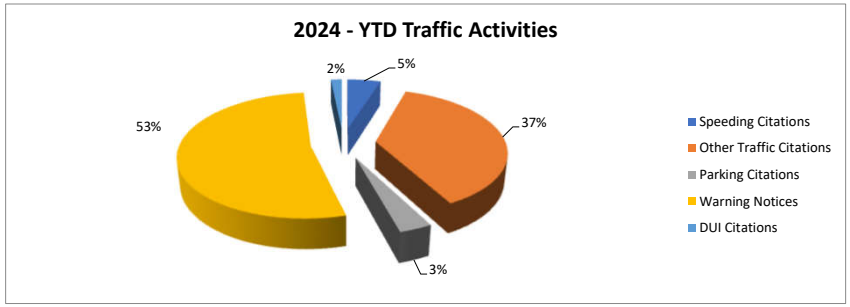


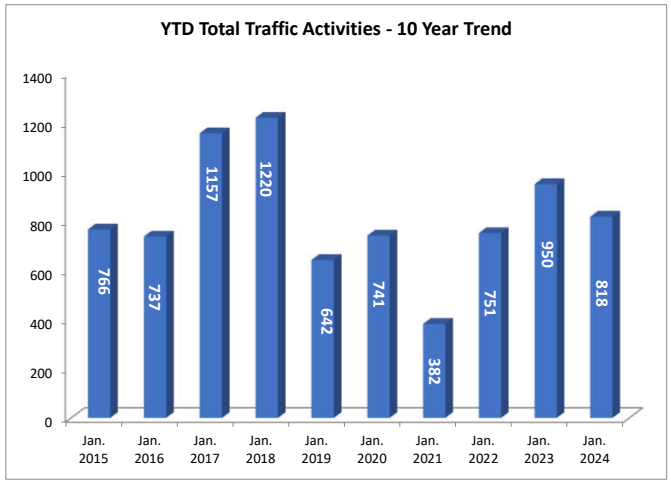
Accidents

	Jan. 2024	YTD 2024	Jan. 2023	YTD 2023	% Change YTD
Fatal Accidents	0	0	0	0	UNDF
Injury Accidents	4	4	3	3	33%
Non-Injury Accidents	75	75	61	61	23%
Total Accidents:	**79**	**79**	**64**	**64**	**23%**

Traffic Enforcement

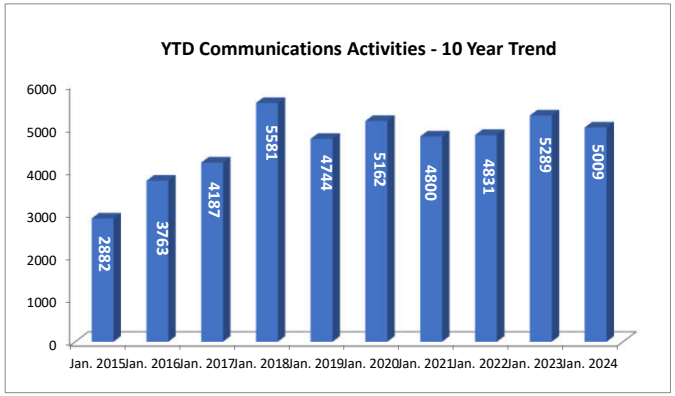
	Jan. 2024	YTD 2024	Jan. 2023	YTD 2023	% Change YTD
Speeding Citations	40	40	29	29	38%
Other Traffic Citations	306	306	276	276	11%
Parking Citations	28	28	30	30	-7%
Warning Notices	431	431	603	603	-29%
DUI Citations	13	13	12	12	8%
Totals:	**818**	**818**	**950**	**950**	**-14%**

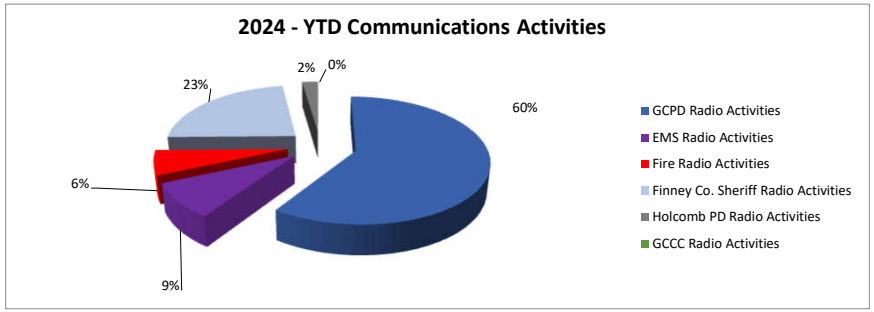




Communications Center Activities

	Jan. 2024	YTD 2024	Jan. 2023	YTD 2023	% Change YTD
GCPD Radio Activities	2979	2979	3126	3126	-5%
EMS Radio Activities	448	448	426	426	5%
Fire Radio Activities	317	317	271	271	17%
Finney Co. Sheriff Radio Activities	1149	1149	1285	1285	-11%
Holcomb PD Radio Activities	116	116	180	180	-36%
GCCC Radio Activities	0	0	1	1	-100%
Totals:	**5009**	**5009**	**5289**	**5289**	**-5%**
911 Calls	1327	1327	1215	1215	9%
Administrative Phone Calls	7105	7105	5877	5877	21%



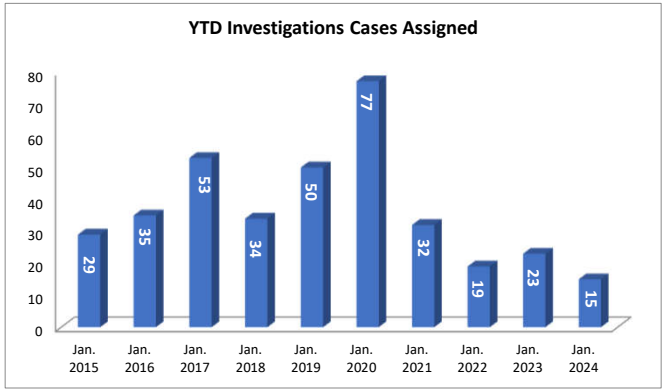


Investigations

	January-24		YTD 2024		
	Assigned	Cleared	Assigned	Cleared	% Cleared
Part 1 Crimes					
Murder & non-Negligent	0	0	0	0	UNDF
Robbery	0	0	0	0	UNDF
Assault/Battery/Agg Aslt, Agg	0	1	0	1	UNDF
Burglary	1	1	1	1	100%
Auto Burglary	0	0	0	0	UNDF
Theft	0	0	0	0	UNDF
Arson	0	0	0	0	UNDF
Total:	**1**	**2**	**1**	**2**	**200%**
Part 2 Crimes					
Forgery/Counterfeiting	0	0	0	0	UNDF
Fraud	0	0	0	0	UNDF
Vandalism	0	0	0	0	UNDF
Weapons Violation	0	0	0	0	UNDF
Sex Offense	3	1	3	1	33%
Drug Violation	0	0	0	0	UNDF
Gambling	0	0	0	0	UNDF
Other Reportable Offenses	5	2	5	2	40%
Runaway	1	0	1	0	UNDF
Agency Assist	0	0	0	0	UNDF
Other Non-Reportable	0	0	0	0	UNDF
Death Investigation	5	1	5	1	20%
Total:	**14**	**4**	**14**	**4**	**29%**
Grand Totals	**15**	**6**	**15**	**6**	**40%**

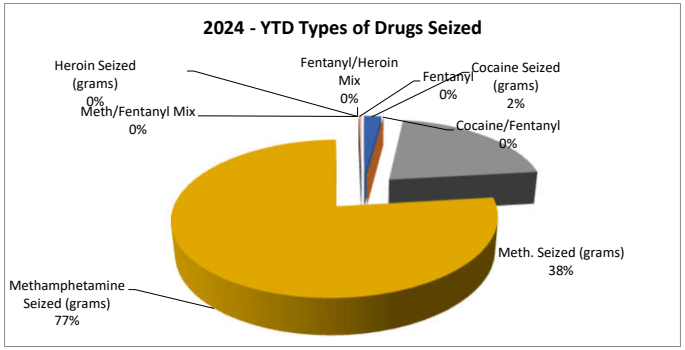
Misc. Investigations Activities				
	Jan. 2024	YTD 2024	Jan. 2023	YTD 2023
Current Active Cases	122	122	124	124
Supplemental Reports	93	93	91	91
Search Warrants	1	1	4	4
Forfeitures Filed	0	0	0	0
K9 Deployments	4	4	6	6
*VSA /Criminal Polygraph	0	0	0	0

**VSA- Voice Stress Analysis*



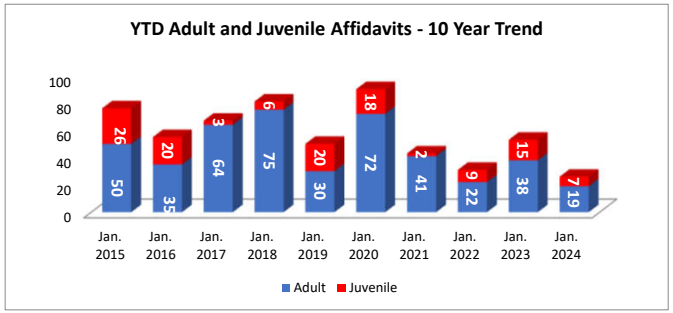
Evidence Section

GCPD Property and Evidence Seized	Jan. 2024	YTD 2024	Jan. 2023	YTD 2023	% Change YTD
Evidence Collected	195	195	191	191	2%
Guns Seized	1	1	2	2	-50%
Cocaine Seized (grams)	5.2	5.2	1.4	1.4	271%
Cocaine/Fentanyl	0	0	0	0	UNDF
Marijuana Seized (grams)	51.6	51.6	731.2	731.2	-93%
Methamphetamine Seized (grams)	187.8	187.8	72.4	72.4	159%
Meth/Fentanyl Mix	0	0	0.6	0.6	-100%
Heroin Seized (grams)	0	0	0	0	UNDF
Fentanyl/Heroin Mix	0	0	0	0	UNDF
Fentanyl	0.8	0.8	5	5	-84%
Other Drugs Seized (grams)	0	0	0	0	UNDF
Prescription Drugs Seized (pills)	1	1	73	73	-99%
RX Drugs Drop Box (lbs.)	2.5	2.5	1.75	1.75	43%



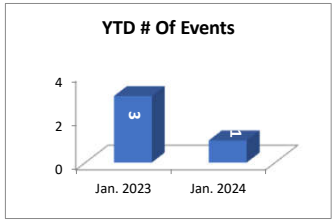
Affidavits

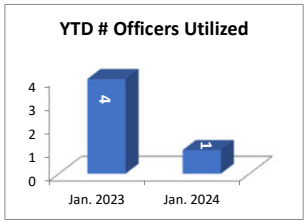
	Jan. 2024	YTD 2024	Jan. 2023	YTD 2023	% Change YTD
Adult Affidavits	19	19	38	38	-50%
Juvenile Affidavits	7	7	15	15	-53%
Total:	**26**	**26**	**53**	**53**	**-51%**

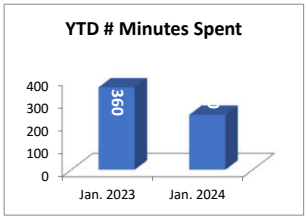


Events

	Jan. 2024 # of Events	Jan. 2024 Minutes Spent	Jan. 2024 # of Officers Assigned	YTD # of Events	YTD Minutes Spent	YTD # Of Officers Assigned
Community Program	0	0	0	0	0	0
Presentations	0	0	0	0	0	0
Parades/Traffic Control	0	0	0	0	0	0
K9	0	0	0	0	0	0
Other	1	240	1	1	240	1
Total:	**1**	**240**	**1**	**1**	**240**	**1**

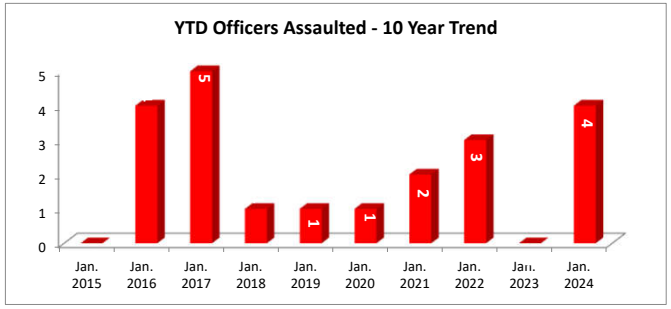






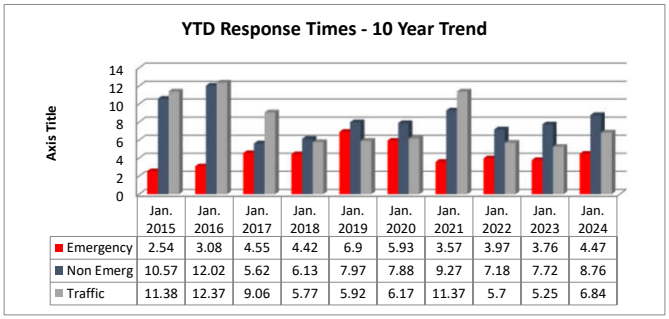
Officers Assaulted

	Jan. 2024	YTD 2024	Jan. 2023	YTD 2023	% Change YTD
Firearm	0	0	0	0	UNDF
Cutting Instrument	0	0	0	0	UNDF
Other Dangerous Weapon	0	0	0	0	UNDF
Hands, Fist, Feet, Etc.	4	4	0	0	UNDF
Police Service Dog	0	0	0	0	UNDF
Total Assaults:	**4**	**4**	**0**	**0**	**#DIV/0!**



Response Time Summary Overview

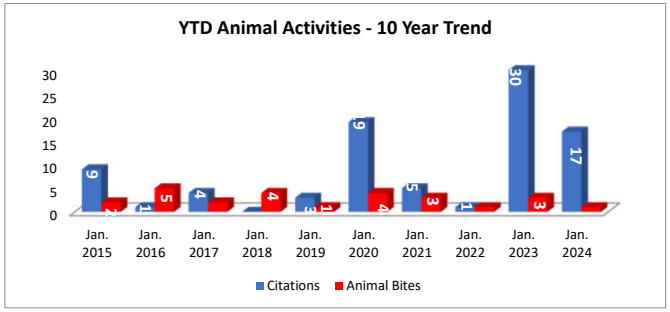
	Jan. 2024	Jan. 2023
Average Emergency	4.47	3.76
Average Non-Emergency	8.76	7.72
Average Traffic Accident	6.84	5.25



	Jan. 2015	Jan. 2016	Jan. 2017	Jan. 2018	Jan. 2019	Jan. 2020	Jan. 2021	Jan. 2022	Jan. 2023	Jan. 2024
Emergency	2.54	3.08	4.55	4.42	6.9	5.93	3.57	3.97	3.76	4.47
Non Emerg	10.57	12.02	5.62	6.13	7.97	7.88	9.27	7.18	7.72	8.76
Traffic	11.38	12.37	9.06	5.77	5.92	6.17	11.37	5.7	5.25	6.84

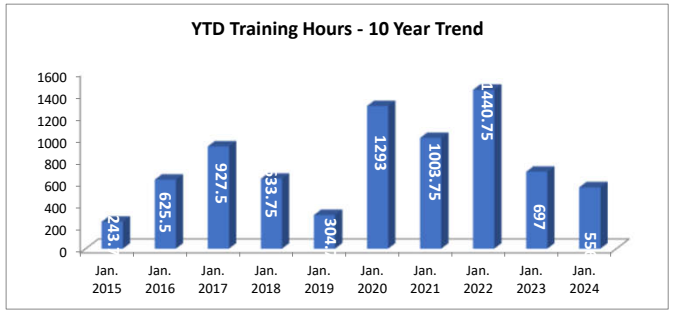
Animal Incidents

	Jan. 2024	YTD 2024	Jan. 2023	YTD 2023	% Change YTD
Citations Issued	17	17	33	33	-48%
Animal Bites	1	1	3	3	-67%



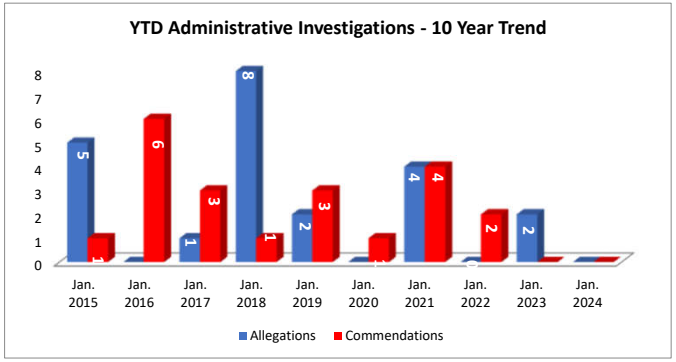
Training Hours Received Overview

	Jan. 2024	YTD 2024	Jan. 2023	YTD 2023	% Change YTD
Administrative	28.00	28.00	18.00	18.00	56%
Patrol/CRD Division	44.00	44.00	407.00	407.00	-89%
Support Services Division	32.00	32.00	39.00	39.00	-18%
Investigations Division	18.00	18.00	44.00	44.00	-59%
Instructor Hours	32.00	32.00	0.00	0.00	UNDF
SUB-TOTAL TRAINING HRS	**154.00**	**154.00**	**508.00**	**508.00**	-70%
Academy Training Hours	272.00	272.00	0.00	0.00	UNDF
SWAT Training Hours	130.00	130.00	189.00	189.00	-31%
TOTAL TRAINING HOURS	**556.00**	**556.00**	**697.00**	**697.00**	**-20%**



Administrative Overview

	Jan. 2024	YTD 2024	Jan. 2023	YTD 2023	% Change YTD
Allegations Received	0	0	2	2	-100%
Unfounded	0	0	0	0	UNDF
Unsubstantiated	0	0	0	0	UNDF
Sustained	0	0	1	1	-100%
Exonerated	0	0	0	0	UNDF
Violation Not Based On Complaint	0	0	0	0	UNDF
Investigations In Progress	0	0	1	1	-100%
Administrative Closure	0	0	0	0	UNDF
Commendations	0	0	0	0	UNDF
Backgrounds Completed	0	0	2	2	-100%
Backgrounds Active	0	0	0	0	UNDF
Tested Applicants	0	0	0	0	UNDF
New Hires	0	0	4	4	-100%



GARDEN CITY
KANSAS

MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kristi Newland, Zoo Director
DATE: February 20, 2024
RE: Lee Richardson Zoo monthly report - January 2024

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

BACKGROUND:
Attached is the January 2024 monthly staff report from Lee Richardson Zoo

ALTERNATIVES:
None

RECOMMENDATION:
None

FISCAL NOTE:
None

ATTACHMENTS:

Description	Upload Date	Type
Zoo monthly report	2/14/2024	Backup Material

CITY OF GARDEN CITY
ZOO DEPARTMENT
JANUARY 2024 MONTHLY REPORT

ANIMAL CARE, HEALTH AND NUTRITION

ACCESSIONS:

Births/Hatchings
None

Transfers In
None

DEACCESSIONS:

Deaths
None

Transfers Out
None

OPERATIONS: Animal Care and Conservation Awareness staff were trained on using ZIMS to input their daily reports and have started the transition of moving away from paper Daily Reports. 1.1 Goeldi's monkeys were introduced successfully and now reside together in the MOA Rainforest habitat. 1.1 Roadrunners were successfully introduced in their off-exhibit holding area. Animal Care staff's monthly team meeting covered vulnerabilities and insecurities and how we can grow from them. Animal Care staff had several meetings to review and discuss Annual Welfare Assessments. Keepers have been working on voluntary injection training with leopards, jaguars, and lions, x-ray training with 1.0 giraffe, and hoof work training with 1.0 Asian wild horse. A promotional opportunity was opened, and the hiring process began for two keepers to potentially move into Lead Animal Keeper positions. A new Animal Keeper started at the zoo. The risk of HPAI has passed for the season, so preventative protocols have been rolled back, and the MOA Flight was opened to the public. The Deputy Director, Animal Care Curator, and three Animal Keepers attended a Small Cat Alliance Webinar. Discussions with Disney's Animal Kingdom, Louisville Zoo, Memphis Zoo, Sedgwick County Zoo, Lake Superior Zoo, and Beardsley Zoo regarding future animal moves. 2.0 Kangaroos and 0.2 Ringtail Lemurs received annual exams.

ADMINISTRATION

Zoo attendance for the 4th quarter of 2023 was 24,606, higher than last year. Annual attendance of 165,575 for 2023 was also higher than in 2022. Drive-through guests came from 41 states plus Mexico and Canada during 2023. During January, the Zoo was closed for 1¾ days due to snow and ice and then three days due to dangerous wind chills. Staff attended an all-staff meeting on What's Coming up in 2024 and Beyond at the Zoo, as well as KMU's PPE: Hearing and Eye Protection. The Zoo's Emergency Response Weapons team participated in classroom instruction and range practice led by GCPD. The Director attended the AZA Directors' Policy Conference and Professional Development Committee meetings, as well as FOLRZ events planning meeting and a Playground Planning meeting with the Parks and Rec Director and FOLRZ Executive Director. Senior staff worked on CIPs. Picture of the Month selected by Zoo Advisory Board: Jaguar picture by Keeper Corey Stringer. Picture of the Year for 2023 selected online: kangaroo picture by Keeper Cameron Albus.

CONSERVATION AWARENESS

The Conservation Awareness Team worked on a complete inventory and renumbering of the biofacts. Education Specialist attended a SAFE Monarch webinar series. Staff met with Agents of Discovery representatives to brainstorm more ideas for usage of the program. Staff shared about Kansas Day through a Zoo to You article in the Telegram, two programs on January 29 about Kansas animals (reaching over 1000 people across the state), and a virtual keeper chat video regarding Kansas wildlife. A Mammal Skulls of Kansas display was set up in the Kansas Hallway at the Finnup Center for Conservation Education. Staff prepared for the volunteer open house scheduled for Feb 10th and the subsequent training of new volunteers that will follow. Conservation Awareness Manager attended a webinar on Influencing Factors of Exotic Pet Ownership. Communication Specialist worked on Siamang and red-billed blue magpie habitat signs, encounter off-season signs, and various social media posts. Registration for Zoo Spring Break Camp was opened online.

MAINTENANCE

The Maintenance Team was busy with snow removal in January. The invitation to submit a bid to provide new snow removal equipment for the zoo was put out; bids received were opened and submitted to the City Commission per the City's Financial Management Guidelines. The team worked on finishing touches for the new bald eagle habitat, targeting a mid-February opening. Numerous energy-efficient LED light fixtures were installed throughout the Zoo to replace old fluorescent fixtures and improve lighting and energy efficiency. The crew completed numerous vehicle and building repairs.

GARDEN CITY
KANSAS

MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn Hurtado, City Clerk
DATE: February 20, 2024
RE: 02-20-2024 Meetings of Note

ISSUE:

- 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.

GARDEN CITY
KANSAS

MEMORANDUM

TO:	Governing Body
THRU:	Matthew C. Allen, City Manager
FROM:	Jared Kuhlmann, Finance Director
DATE:	February 20, 2024
RE:	Review of Responding to a Financial Emergency - 2023

ISSUE:

The Governing Body is asked to review and approve a resolution regarding the City's "Responding to a Financial Emergency" plan.

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

BACKGROUND:

The City has identified the following circumstances under which a financial emergency should be declared and has outlined those circumstances in its formally adopted Financial Management Guidelines: Responding to a Financial Emergency. The Commission is required to review these financial indicators each year. Staff provides the following information as of December 31, 2023, in response to each circumstance described in the guidelines:

1) *Revenues are less than budgeted such that the City's projected budgeted revenues are no longer anticipated to cover projected expenses.*

- Revenues in the General, Bond and Interest, and Airport Funds exceeded budgeted amounts. The property and motor vehicle tax collections in these funds showed strong collections. Sales tax collections were also steady, with an increase of approximately .54% over 2022 collections.

- City Enterprise fund revenues, except for the Electric Utility, were all as projected in the budget. The expenses in Electric Utility were below budget as well, balancing out the below budget revenues.

2) *Reserves fall below the performance goal as identified in the Fund Balance Guideline. If the fund has not yet met the performance goal, an emergency would be defined as a decrease in the reserve from the previous year if the spend down of the fund was not planned or budgeted*.

- The General Fund cash balance on December 31, 2023, was $9,650,494. The fund balance policy for the General Fund states to maintain a minimum of 15% of the General Fund's annual operating budget. That amount for 2023 is $5,524,654. The carryover cash to 2024, $9,650,494, exceeded the budget estimate by $3,115,850.

- Community Trust Reserve is to maintain a minimum fund balance of $2,000,000. On December 31, 2023, the cash balance is $2,243,946.

3) *The City is unable to reduce expenditures in the amount required to structurally balance the budget.*

- The City has measures in place should this situation occur. It would involve the City Manager working with Department Heads to resolve budgeted expenditures that can be reduced.

4) *An unforeseen extreme event requiring significant expenditures for repair or remediation that exceed 20% of the fund budget*.

- The City did not experience any unforeseen extreme events requiring significant expenditures or remediation exceeding 20% of any Fund's budget.

5) *Loss of a primary employer in the City resulting in a 2% or more increase in the City unemployment rate, a projected 10% drop in City valuation, or a 10% drop in population.*

- The ten largest employers in Finney County, as noted in City ACFR, have shown no indication of a slowdown in the economy. The unemployment rate for December 2023 is 1.5% compared to 1.9% the previous year.

- The City does not anticipate a drop in valuation in 2024 which is reflected in the continuation of building permits being issued and preliminary data indicating property values increase over prior year valuations.

- For December 31, 2023, the calculation for the City population by the Neighborhood & Development Services Department using US Census Bureau data and residential meter data is 31,142.

With this information, it is the staff's determination that a financial emergency does not exist. Accordingly, a resolution for your consideration has been prepared.

ALTERNATIVES:

1. The Governing Body may approve the Resolution as presented.
2. The Governing Body may not approve the Resolution as presented and provide staff with additional direction.

RECOMMENDATION:

Staff recommends the Governing Body approve Resolution No. _____ - 2024.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/14/2024	Backup Material
Responding to a Financial Emergency Guideline	2/25/2020	Backup Material

RESOLUTION NO. _____-2024

A RESOLUTION DECLARING THAT A FINANCIAL EMERGENCY DOES NOT EXIST FOR THE CITY OF GARDEN CITY, KANSAS.

WHEREAS**,** the City of Garden City, Kansas, has adopted Financial Management Guidelines that include Responding to a Financial Emergency.

WHEREAS, the circumstances identified in the Financial Emergency Guideline have been favorably determined.

NOW, THEREFORE**,** be it ordained by the Governing Body of the City of Garden City, Kansas:

As of January 1, 2024, the City of Garden City is not in a financial emergency.

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, on February 20, 2024.

CITY OF GARDEN CITY, KANSAS

[seal]

By_____
Manuel F. Ortiz, Mayor

ATTEST:

By_____
Celyn N. Hurtado, CITY CLERK

Responding to a Financial Emergency

A pre-determined definition of financial emergency, combined with routine self-assessments of financial health, can save valuable time during a crisis – time that can then be used to better cope with the financial emergency.

I. Definition of a Financial Emergency

This section defines a "financial emergency" in order to provide clarity as to when this guideline should be invoked. A financial emergency occurs when:

- Revenues are less than budgeted such that the City's projected budgeted revenues are no longer anticipated to cover projected expenses.

- Reserves fall below the performance goal as identified in the Fund Balance Guideline. If the fund has not yet met the performance goal, an emergency would be defined as a decrease in the reserve from the previous year if the spend down of the fund was not planned or budgeted.

- The City is unable to reduce expenditures in the amount required to structurally balance the budget.

- An unforeseen extreme event requiring significant expenditures for repair or remediation that exceed 20 percent of the fund budget.

- Loss of a primary employer in the City resulting in a 2% or more increase in the City unemployment rate, a projected 10% drop in City valuation, or a 10% drop in population.

II. Steps to take in response to a financial emergency

A. **Publicly recognize that a financial emergency exists; or does not exist.** This policy is intended to list factors that assist in defining an emergency. However, ultimately the City Commission will formally determine, by Resolution, whether or not an emergency actually exists.

Responding to a Financial Emergency (cont.)

B. **Designate responsibility for managing the emergency.** The City Manager is designated as the leader for managing the financial emergency. The City Manager shall appoint a team of City staff to help manage the emergency, consisting of Senior Staff members and other department members as needed.

C. **Implement response strategies.** The City Manager will choose and implement response to strategies that reduce costs and propose for City Commission consideration strategies that increase revenue.

D. **Direct monitoring of spending and revenues.** The City Manager along with senior staff members shall suspend current procurement practices. The City Manager or a designated member of the senior staff will approve all purchases that are necessary during this time. Reports of revenues and expenditures will be provided by the City Manager and the senior staff to the City Commission and the City department heads.

E. **Financial emergency management plan.** The City Manager and the senior staff shall develop and present a financial emergency management plan to the Governing Body. The plan should diagnose the causes of the City's financial distress and identify strategies to get through the current emergency, while also preserving the long-term capabilities of the City.

F. **End of the financial emergency.** The City Commission shall declare an end to the financial emergency by City Resolution and the directives described in this policy will no longer apply.

III. Review

The City Commission will annually review the definition of a financial emergency during January of each year and the City Manager will present information to assist in determining whether an emergency exists.

GARDEN CITY
KANSAS

MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Aleecya Charles, Assistant Neighborhood & Development Services Director
DATE: February 20, 2024
RE: Annexation Ordinance

ISSUE:

The Governing Body is asked to consider and approve an ordinance annexation 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. ____-2024 an ordinance annexing land to the City of Garden City, Kansas, pursuant to Subsections (a)(2) and (7) of K.S.A. 12-520.

BACKGROUND:

Oikos Development Corporation and James Richard Cornett Revocable Trust are the property owners of +/- 1.89 acres located behind the lots along the 3200 block of N. 8th Street and the north edge of the irrigation ditch consented to annex into the City of Garden City, Kansas. The property is zoned Multiple Family Residential District and is contiguous to the current City boundaries. The surrounding acreage was annexed into the City in 1981, when the annexation occurred, the legal description did not include the irrigation ditches that were owned by the property owners at the time. The purpose of this annexation is to correct the previous ordinance from 1981 by adding the remaining +/- 1.89 acres of irrigation ditch.

ALTERNATIVES:

1. The Governing Body may approve the ordinance annexing +/- 1.89 acres into City boundaries.
2. The Governing Body may not approve the ordinance.

RECOMMENDATION:

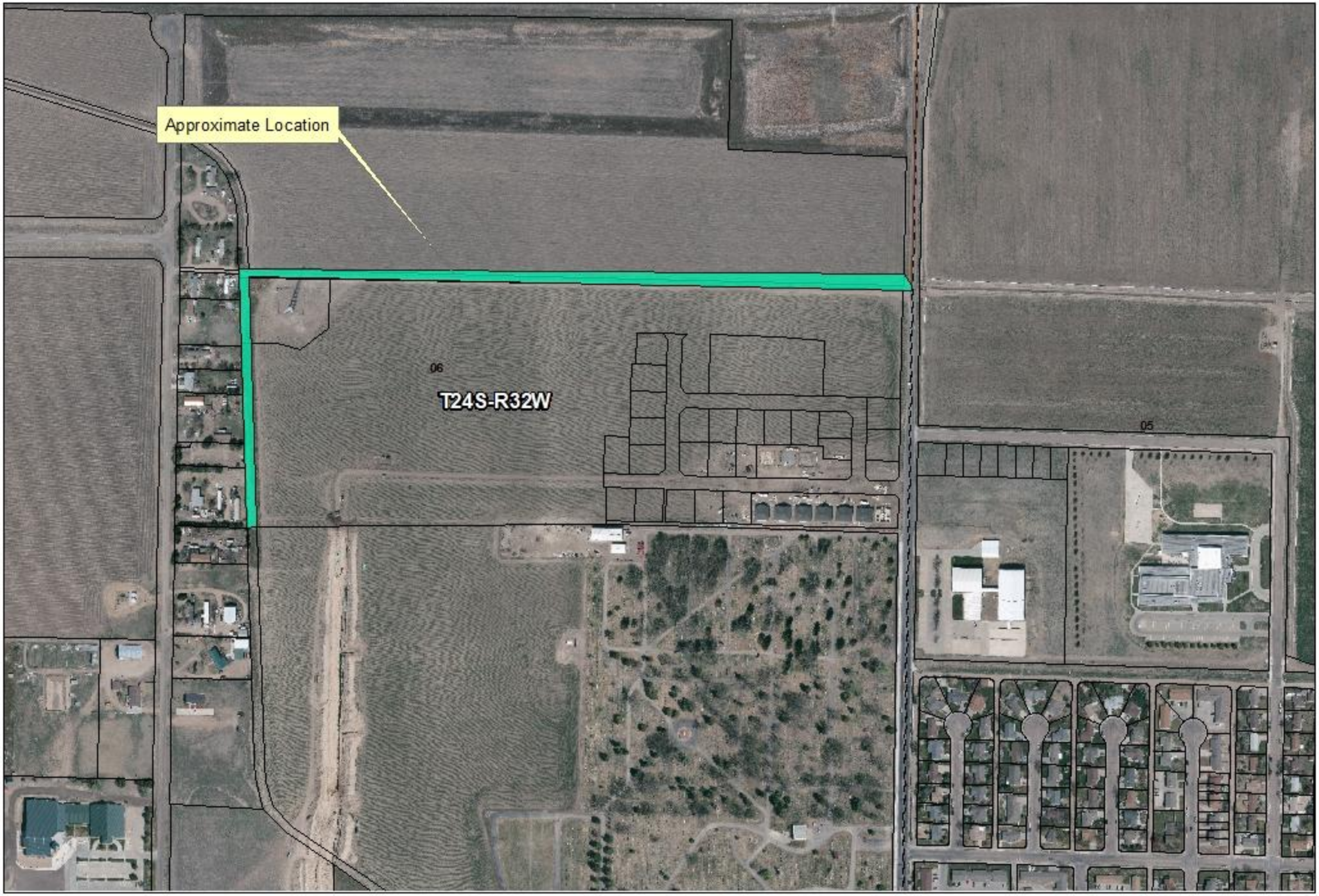
Staff recommends the Governing Body approve the ordinance annexing +/- 1.89 acres into City boundaries.

FISCAL NOTE:

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

ATTACHMENTS:

Description	Upload Date	Type
Annexation Area	2/15/2024	Backup Material
Ordinance	2/15/2024	Ordinance



Legend

Annexation Area

0 375 750 1,500 Feet

N

GARDEN CITY
KANSAS

(Published in the Garden City Telegram on the ____ day of _____, 2024)

ORDINANCE NO. _____-2024

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

WHEREAS, the land, as more particularly described herein, is generally located in the South Half of the Northeast Quarter (S1/2NE¼) of Section Six (6), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6th P.M., Finney County, Kansas; and

WHEREAS, the herein described land adjoins the corporate limits of Garden City, Kansas and one tract of the land is owned by Oikos Development Corporation, a Missouri nonprofit corporation, and the other tract of the land is owned by James Richard Cornett, Trustee of the James Richard Cornett Revocable Trust Dated June 30, 2015, and Judith J. Cornett, Trustee of the Judith J. Cornett Revocable Trust Dated June 30, 2015 ("Owners"); and

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

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

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

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

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

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

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

> The following described land in the Northeast Quarter of Section 6, Township 24 South, Range 32 West of the Sixth Principal Meridian, Finney County Kansas:
>
> Commencing at the Northeast Corner of Section 6, Township 24S, Range 32W; Thence southerly along the east line of the Northeast Quarter of said section 1286.93 feet more-or-less to the Northeast Corner of the Southeast Quarter of the Northeast Quarter of said Section 6, point also being the northeast corner of a tract of land recorded in Book 284 Page 129 Finney County Kansas Register of Deeds, point being the POINT OF BEGINNING; Thence continuing along the east line of said Northeast Quarter S00º59'33"W a distance of 20.00 feet more-or-less to the northwest corner of the land annexed by Ordinance 1441-1981, City of Garden City Kansas recorded in Book 42 Page 147 Finney County Kansas Register of Deeds; Thence westerly along the north line of said Ordinance N88º43'25"W a distance of 2360.00 feet to the northwest corner of said Ordinance; Thence southerly along the west

line of said Ordinance S01º51'25"E a distance of 894.60 feet more-or-less to the south line of a tract of land recorded in Book 284 Page 129 Finney County Kansas Register of Deeds; Thence westerly along the south line of said tract S89º42'55"W a distance of 34.52 feet more-or-less to the southwest corner of said tract; Thence northerly along the west line of said tract N01º43'37"W a distance of 919.10 feet to the northwest corner of said tract, point also being on the north line of the South Half of the Northeast Quarter of said Section 6; Thence easterly along the north line of said tract, line also being the North line of the South Half of the Northeast Quarter of said Section 6, S89º38'12"E a distance of 2393.66 feet to the POINT OF BEGINNING.

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

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

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

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

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

SECTION 7. This ordinance shall take effect and be in force from and after its publication in the Garden City Telegram.

SECTION 8. Upon the passage and publication of this ordinance, the City Clerk shall file a certified copy of such ordinance with the County Clerk, the Register of Deeds, and the County Election Commissioner, if any, of Finney County, Kansas.

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, the 20th day of February, 2024.

_____
MANUEL F. ORTIZ, Mayor

ATTEST:

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

APPROVED AS TO FORM AND CONTENT:

_____
JENNIFER V. CUNNINGHAM, City Attorney

W:\RDG\CITY\ANNEXATION\Hunters.Glen\Annexation.Ordinance(Cornett & Oikos - S6-T24-R32).City-Commission-Final.docx

GARDEN CITY
KANSAS

MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Aleecya Charles, Assistant Neighborhood & Development Services Director
DATE: February 20, 2024
RE: RHID Resolution Establishing a Date and Time for a Public Hearing for Hunters Glen Three-A.

ISSUE:

The Governing Body is asked to consider and approve a resolution establishing a date and time for a public hearing regarding the Reinvestment Housing Incentive District for Hunters Glen Phase Three-A.

1. Resolution No._____ - 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.

BACKGROUND:

As required by the RHID Statute, this resolution establishes a date and time for a public hearing at which a development plan and an ordinance establishing the Hunters Glen Three-A RHID will be considered.

The date and time proposed in the resolution is April 2, 2024, at 1:15 PM. A preliminary copy of the Development Plan to be considered at that time will be available in the City Clerk's office. This area has been approved by the State of Kansas to be included in the RHID program. This resolution is the second step the Commission needs to establish the RHID district for Hunters Glen Three-A. The development is generally west of N. 3rd Street and north of Leawood Avenue (see attached map). This development will consist of 12 lots in which the developer, Oikos Development Corporation intends to provide lots to build two duplexes and 10 fourplexes; the remainder of the tracts will be replatted at a later date.

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:

There is no fiscal note at this time. The Developer will fund the project through private financing.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/16/2024	Backup Material

(Published in the Garden City Telegram on the _____ day of _____, 2024)

RESOLUTION NO._____

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 HOUSING 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.

WHEREAS, the City of Garden City, Kansas ("City"), by and through its governing body ("Governing Body"), has made the following findings and has taken the following actions, pursuant to the Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 et seq.; and

WHEREAS, a housing needs analysis was conducted in 2008 and updated in February of 2019 to determine whether housing needs exist within the corporate limits of the City and said analysis concluded that a total of 532 housing units are needed to address the housing needs in the City for the 5-year period from 2019 to 2024; and

WHEREAS, Northborough Addition was named as a proposed rural housing incentive district, now known as a reinvestment housing incentive district (for the purposes of these recitals only "Proposed District") by Resolution No. 2506-2012 that was passed on October 16, 2012 ("Resolution of Required Findings"); and

WHEREAS, the Resolution of Required Findings included a legal description of the Proposed District, a map depicting the existing parcels of real estate within the Proposed District, and the following findings and determinations:

1. There is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers;

2. The shortage of quality housing can be expected to persist and additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City;

3. The shortage of quality housing is a substantial deterrent to the future economic growth and development of the City;

4. The future economic well-being of the City depends on the Governing Body providing additional incentives for the construction or renovation of quality housing in the City; and

WHEREAS, the Resolution of Required Findings was published on October 20, 2012 in the Garden City Telegram and a certified copy of the same was thereafter sent to the Secretary of Commerce of the State of Kansas ("Secretary") requesting review of such resolution and approval of the findings contained therein; and

WHEREAS, the Secretary advised the Governing Body in writing on or about November 27, 2012 of its agreement with each of the findings contained in the Resolution of Required Findings, which thereby authorizes the Governing Body to proceed with the establishment of the Proposed District; and

WHEREAS, the City has caused there to be prepared a plan for the development of housing and public facilities in the Proposed District to go by the name of Hunters Glen – Phase Three A ("Development Plan"); and

WHEREAS, in order to proceed with the establishment of Hunters Glen – Phase Three A as a reinvestment housing incentive district, the Governing Body must pass a resolution pursuant to K.S.A. 12-5245(b) that provides notice of a public hearing at which the Governing Body will consider the designation of such addition as a reinvestment housing incentive district and will consider the adoption of the Development Plan.

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

SECTION 1. Please take notice that a public hearing will be held on **April 2, 2024** at **1:15 p.m.** in the City Commission Chambers of the City Administrative Center located at 301 North 8th Street in Garden City, Kansas, wherein the Governing Body will consider the designation of Hunters Glen – Phase Three A as a reinvestment housing incentive district within the City of Garden City, Kansas ("Proposed District") and consider the adoption of a plan for the development of housing and public facilities in the Proposed District ("Development Plan").

SECTION 2. Information regarding the Proposed District is as follows:

1. **LEGAL DESCRIPTION & MAP.** The legal description of the Proposed District and a map depicting the existing parcels of real estate in the Proposed District is attached hereto as **Exhibit 1** and **Exhibit 2**, respectively, and are incorporated by reference as if fully set forth herein.

2. **VALUATION.** The existing assessed valuation of the real estate in the District is estimated to be $1,136.45, which includes a land value only due to the improvement value being $0.00.

3. **OWNERS.** The names and addresses of the owners of record of all real estate parcels within the Proposed District are:

    a. Oikos Development Corporation
    1712 Main Street, Suite 206
    Kansas City, Missouri 64108

4. **FACILITIES.** The housing and public facilities project that is proposed to be constructed in the Proposed District and the location thereof are as follows:

    a. **HOUSING FACILITIES.** The housing facilities proposed to be constructed within the District will consist of twelve (12) multiple-family residential buildings that will provide a total of forty-four (44) residential rental units and will have a total projected value of $4,900,000.00, as follows:

        i. Ten (10) fourplex buildings, with projected values of $440,000.00 each, will be comprised of twenty (20) two-bedroom living units and twenty (20) three-bedroom living units for a total of forty (40) living units altogether; and

        ii. Two (2) duplex buildings, with projected values of $250,000.00 each, will be comprised of two (2) two-bedroom living units and two (2) three-bedroom living units for a total of four (4) living units altogether.

b. **PUBLIC FACILITIES.** Public improvements proposed to be constructed or improved within the District include, but are not limited to, all electric, natural gas, streets, potable water system, sanitary sewer system, storm sewer, storm water detention, street lighting, sidewalks, and any other public improvements required by the Subdivision Regulations of the City or required by the development agreement to be entered into between the City and the developer.

SECTION 3. The City has caused there to be prepared a development agreement between the City and the developer that includes, amongst other provisions, the financial obligations of the developer in relation to the public improvements within the Proposed District, including, but not limited to, the limitations on reimbursement of eligible expenses and the requirement for the developer to provide the City with certain surety and guarantees that the public improvements will be completed and, separately, will be done in a satisfactory manner to the City. The development agreement includes the contractual assurances, if any, the Governing Body has received from the developer, guaranteeing the financial feasibility of specific housing tax incentive projects in the Proposed District. The City conducted a comprehensive analysis of the feasibility of providing housing tax incentives in the Proposed District, pursuant to K.S.A. 12-5245(a)(7), to determine whether the public benefits derived from the Proposed District will exceed the costs and that the income therefrom, together with other sources of funding, will be sufficient to pay for the public improvements that may be undertaken in the Proposed District. Said feasibility study estimates the property tax revenues that will be generated from the Proposed District, less existing property taxes, to determine the revenue stream available to support reimbursement to the developer for all or a portion of the costs of financing the public infrastructure. The estimates indicate that the revenue realized from the Proposed District would be adequate to pay the eligible costs.

SECTION 4. A copy of the Development Plan is available for inspection at the office of the City Clerk at normal business hours.

SECTION 5. Members of the public are hereby invited to review the Development Plan and to attend the public hearing on the date announced herein.

SECTION 6. This Resolution shall be published once in the Garden City Telegram, the official newspaper of the City, with such publication being not less than one (1) week nor more than two (2) weeks preceding April 2, 2024, which is the date fixed for the public hearing. This Resolution shall take effect after its adoption by the Governing Body.

SECTION 7. The Mayor, City Manager, City Clerk and the officials and employees of the City, including the City Attorney and Assistant City Attorney, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution.

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, on this 20th day of February, 2024.

CITY OF GARDEN CITY, KANSAS

By_____
MANUEL F. ORTIZ, Mayor

ATTEST:

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

CERTIFICATE OF DELIVERY AND PUBLICATION

The undersigned City Clerk or Deputy City Clerk of the City of Garden City, Kansas ("City") hereby certify under penalty of perjury under the laws of the State of Kansas that the following is true and correct:

(a) On the _____ day of _____, 20_____, I caused a certified copy of Resolution No. _____, including Exhibits 1 and 2, to be delivered to the following:

(1) Holcomb-Garden City-Finney County Area Planning Commission, with attention to Trent Maxwell, Secretary;

(2) The Board of Education of Unified School District No. 457, with attention to Jennifer Ramos, Clerk of the Board;

(3) Board of County Commissioners of Finney County, Kansas, with attention to Dori J. Munyan, County Clerk;

(4) Board of Trustees of Garden City Community College, with attention to Dr. Ryan Ruda, Secretary to the Board; and

(5) West Plains Extension District, with attention to Carol Ann Crouch, District Director.

(b) I caused a copy of Resolution No. _____ to be published one time in the Garden City Telegram, the official newspaper of the City on the _____ day of _____, 20_____, said date was not less than one week nor more than two weeks preceding the date fixed for the public hearing. A true copy of the Affidavit of Publication of Resolution No. _____, is attached to this Certificate.

The City providing notice to any of the above taxing subdivisions shall in no way be construed as the City's agreement or consent to the taxing subdivisions being included within the scope of subsection (d) of K.S.A. 12-5245 or subsection (c) of K.S.A. 12-5246, and amendments thereto.

Executed on this _____ day of _____, 20_____,

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

EXHIBIT 1

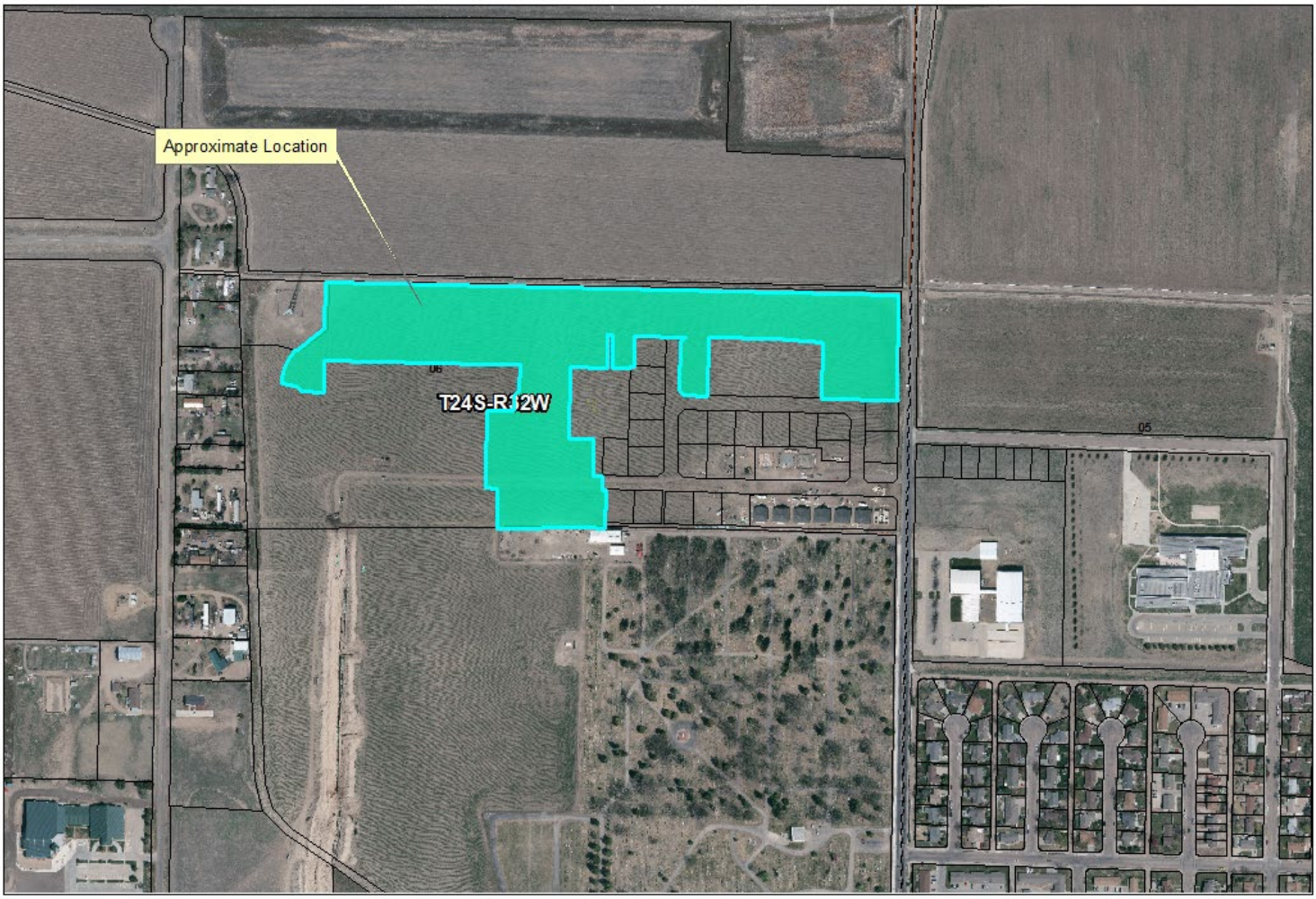
LEGAL DESCRIPTION

A Tract of Land in the Southwest and Southeast Quarters of the Northeast Quarter of Section 6, Township 24 South, Range 32 West of the 6th P.M., Garden City, Finney County, Kansas, more particularly described as follows:

Beginning at the Northeast corner of Lot 2, Block 1, Hunters Glen - Phase One; thence North 88°47'54" West a distance of 273.98 feet; thence North 00°59'28" East a distance of 197.56 feet; thence North 85°13'29" West a distance of 168.09 feet; thence North 88°38'07" West a distance of 239.29 feet; thence South 00°59'28" West a distance of 208.71 feet; thence North 88°47'54" West a distance of 81.75 feet; thence North 43°54'13" West a distance of 28.36 feet; thence North 00°59'28" East a distance of 168.99 feet; thence North 46°10'41" East a distance of 28.19 feet; thence North 88°38'07" West a distance of 180.49 feet; thence South 00°59'28" West a distance of 111.99 feet; thence North 88°38'07" West a distance of 15.51 feet; thence South 00°59'28" West a distance of 3.87 feet; thence North 88°47'54" West a distance of 61.99 feet; thence North 00°59'28" East a distance of 116.03 feet; thence North 88°38'07" West a distance of 20.00 feet; thence South 00°59'28" West a distance of 116.09 feet; thence North 88°47'54" West a distance of 129.00 feet; thence South 00°59'28" West a distance of 254.70 feet; thence South 88°47'54" East a distance of 86.03 feet; thence South 00°59'28" West a distance of 132.01 feet; thence South 88°47'54" East a distance of 33.96 feet; thence South 00°59'28" West a distance of 50.00 feet; thence South 88°47'54" East a distance of 12.69 feet; thence South 00°58'54" West a distance of 133.45 feet; thence North 88°44'16" West a distance of 3.44 feet; thence North 88°48'42" West a distance of 62.87 feet; thence South 89°42'55" West a distance of 320.44 feet; thence North 00°59'12" East a distance of 141.76 feet; thence North 88°47'54" West a distance of 41.33 feet; thence North 00°56'58" West a distance of 50.04 feet; thence North 00°59'28" East a distance of 227.18 feet; thence South 88°38'07" East a distance of 96.00 feet; thence North 00°59'28" East a distance of 50.00 feet; thence North 46°10'41" East a distance of 28.19 feet; thence North 00°59'28" East a distance of 95.36 feet; thence North 88°47'54" West a distance of 116.00 feet; thence South 00°59'28" West a distance of 1.61 feet; thence North 88°38'07" West a distance of 579.99 feet; thence South 00°59'12" West a distance of 113.42 feet; thence North 88°38'07" West a distance of 79.75 feet; thence North 43°48'46" West a distance of 28.42 feet; thence North 82°24'17" West a distance of 50.33 feet; thence on a non-tangential curve to the right having a delta angle of 50°48'01", an arc length of 132.99 feet, a radius of 150.00 feet, a chord length of 128.68 feet, a chord bearing of North 26°23'29" East; thence North 51°47'29" East a distance of 126.94 feet; thence North 00°59'28" East a distance of 166.92 feet; thence South 88°38'02" East a distance of 2,043.00 feet; thence South 00°59'33" West a distance of 369.80 feet to the point of beginning, containing 17.0 acres, more or less.

EXHIBIT 2

MAP OF THE DISTRICT



Legend

Hunters Glen Phase 3A

0 375 750 1,500 Feet

N

GARDEN CITY
KANSAS

W:\RDG\CITY\NDS\RHID\HUNTERS.GLEN\Phase3\Phase.3-A\Resolution.Public.Hearing.Final.Exhibit2.docx

GARDEN CITY
KANSAS

MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Aleecya Charles, Assistant Neighborhood & Development Services Director
DATE: February 20, 2024
RE: RHID Resolution Establishing a Date and Time for a Public Hearing for Hunters Glen Three-B

ISSUE:

The Governing Body is asked to consider and approve a resolution establishing a date and time for a public hearing regarding the Reinvestment Housing Incentive District for Hunters Glen Phase Three-B.

1. Resolution No._____ - 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.

BACKGROUND:

As required by the RHID Statute, this resolution establishes a date and time for a public hearing at which a development plan and an ordinance establishing the Hunters Glen Three-B RHID will be considered.

The date and time proposed in the resolution is April 2, 2024, at 1:30 PM. A preliminary copy of the Development Plan to be considered at that time will be available in the City Clerk's office. This area has been approved by the State of Kansas to be included in the RHID program. This resolution is the second step the Commission needs to establish the RHID district for Hunters Glen Three-B. The development is generally west of N. 3rd Street and west of Leawood Avenue (see attached map). This development will consist of 18 lots in which the developer, Oikos Development Corporation intends to provide lots to build two duplexes and 16 fourplexes.

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:

There is no fiscal note at this time. The Developer will fund the project through private financing.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/16/2024	Backup Material

(Published in the Garden City Telegram on the _____ day of _____, 2024)

RESOLUTION NO._____

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 HOUSING 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.

WHEREAS, the City of Garden City, Kansas ("City"), by and through its governing body ("Governing Body"), has made the following findings and has taken the following actions, pursuant to the Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 et seq.; and

WHEREAS, a housing needs analysis was conducted in 2008 and updated in February of 2019 to determine whether housing needs exist within the corporate limits of the City and said analysis concluded that a total of 532 housing units are needed to address the housing needs in the City for the 5-year period from 2019 to 2024; and

WHEREAS, Northborough Addition was named as a proposed rural housing incentive district, now known as a reinvestment housing incentive district (for the purposes of these recitals only "Proposed District") by Resolution No. 2506-2012 that was passed on October 16, 2012 ("Resolution of Required Findings"); and

WHEREAS, the Resolution of Required Findings included a legal description of the Proposed District, a map depicting the existing parcels of real estate within the Proposed District, and the following findings and determinations:

1. There is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers;

2. The shortage of quality housing can be expected to persist and additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City;

3. The shortage of quality housing is a substantial deterrent to the future economic growth and development of the City;

4. The future economic well-being of the City depends on the Governing Body providing additional incentives for the construction or renovation of quality housing in the City; and

WHEREAS, the Resolution of Required Findings was published on October 20, 2012 in the Garden City Telegram and a certified copy of the same was thereafter sent to the Secretary of Commerce of the State of Kansas ("Secretary") requesting review of such resolution and approval of the findings contained therein; and

WHEREAS, the Secretary advised the Governing Body in writing on or about November 27, 2012 of its agreement with each of the findings contained in the Resolution of Required Findings, which thereby authorizes the Governing Body to proceed with the establishment of the Proposed District; and

WHEREAS, the City has caused there to be prepared a plan for the development of housing and public facilities in the Proposed District to go by the name of Hunters Glen – Phase Three B ("Development Plan"); and

WHEREAS, in order to proceed with the establishment of Hunters Glen – Phase Three B as a reinvestment housing incentive district, the Governing Body must pass a resolution pursuant to K.S.A. 12-5245(b) that provides notice of a public hearing at which the Governing Body will consider the designation of such addition as a reinvestment housing incentive district and will consider the adoption of the Development Plan.

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

SECTION 1. Please take notice that a public hearing will be held on **April 2, 2024** at **1:30 p.m.** in the City Commission Chambers of the City Administrative Center located at 301 North 8th Street in Garden City, Kansas, wherein the Governing Body will consider the designation of Hunters Glen – Phase Three B as a reinvestment housing incentive district within the City of Garden City, Kansas ("Proposed District") and consider the adoption of a plan for the development of housing and public facilities in the Proposed District ("Development Plan").

SECTION 2. Information regarding the Proposed District is as follows:

1. **LEGAL DESCRIPTION & MAP.** The legal description of the Proposed District and a map depicting the existing parcels of real estate in the Proposed District is attached hereto as **Exhibit 1** and **Exhibit 2**, respectively, and are incorporated by reference as if fully set forth herein.

2. **VALUATION.** The existing assessed valuation of the real estate in the District is estimated to be $363.94, which includes a land value only due to the improvement value being $0.00.

3. **OWNERS.** The names and addresses of the owners of record of all real estate parcels within the Proposed District are:

    a. Oikos Development Corporation
    1712 Main Street, Suite 206
    Kansas City, Missouri 64108

4. **FACILITIES.** The housing and public facilities project that is proposed to be constructed in the Proposed District and the location thereof are as follows:

    a. **HOUSING FACILITIES.** The housing facilities proposed to be constructed within the District will consist of eighteen (18) multiple-family residential building that will provide a total of sixty-eight (68) residential rental units and will have a total projected value of $7,540,000.00, as follows:

        i. Sixteen (16) fourplex buildings, with projected values of $440,000.00 each, will be comprised of thirty-two (32) two-bedroom living units and thirty-two (32) three-bedroom living units for a total of sixty-four (64) living units altogether; and

        ii. Two (2) duplex buildings, with projected values of $250,000.00 each, will be comprised of two (2) two-bedroom living units and two (2) three-bedroom living units for a total of four (4) living units altogether.

b. **PUBLIC FACILITIES.** Public improvements proposed to be constructed or improved within the District include, but are not limited to, all electric, natural gas, streets, potable water system, sanitary sewer system, storm sewer, storm water detention, street lighting, sidewalks, and any other public improvements required by the Subdivision Regulations of the City or required by the development agreement to be entered into between the City and the developer.

SECTION 3. The City has caused there to be prepared a development agreement between the City and the developer that includes, amongst other provisions, the financial obligations of the developer in relation to the public improvements within the Proposed District, including, but not limited to, the limitations on reimbursement of eligible expenses and the requirement for the developer to provide the City with certain surety and guarantees that the public improvements will be completed and, separately, will be done in a satisfactory manner to the City. The development agreement includes the contractual assurances, if any, the Governing Body has received from the developer, guaranteeing the financial feasibility of specific housing tax incentive projects in the Proposed District. The City conducted a comprehensive analysis of the feasibility of providing housing tax incentives in the Proposed District, pursuant to K.S.A. 12-5245(a)(7), to determine whether the public benefits derived from the Proposed District will exceed the costs and that the income therefrom, together with other sources of funding, will be sufficient to pay for the public improvements that may be undertaken in the Proposed District. Said feasibility study estimates the property tax revenues that will be generated from the Proposed District, less existing property taxes, to determine the revenue stream available to support reimbursement to the developer for all or a portion of the costs of financing the public infrastructure. The estimates indicate that the revenue realized from the Proposed District would be adequate to pay the eligible costs.

SECTION 4. A copy of the Development Plan is available for inspection at the office of the City Clerk at normal business hours.

SECTION 5. Members of the public are hereby invited to review the Development Plan and to attend the public hearing on the date announced herein.

SECTION 6. This Resolution shall be published once in the Garden City Telegram, the official newspaper of the City, with such publication being not less than one (1) week nor more than two (2) weeks preceding April 2, 2024, which is the date fixed for the public hearing. This Resolution shall take effect after its adoption by the Governing Body.

SECTION 7. The Mayor, City Manager, City Clerk and the officials and employees of the City, including the City Attorney and Assistant City Attorney, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution.

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, on this 20th day of February, 2024.

CITY OF GARDEN CITY, KANSAS

By_____
MANUEL F. ORTIZ, Mayor

ATTEST:

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

CERTIFICATE OF DELIVERY AND PUBLICATION

The undersigned City Clerk or Deputy City Clerk of the City of Garden City, Kansas ("City") hereby certify under penalty of perjury under the laws of the State of Kansas that the following is true and correct:

(a) On the _____ day of _____, 20_____, I caused a certified copy of Resolution No. _____, including Exhibits 1 and 2, to be delivered to the following:

(1) Holcomb-Garden City-Finney County Area Planning Commission, with attention to Trent Maxwell, Secretary;

(2) The Board of Education of Unified School District No. 457, with attention to Jennifer Ramos, Clerk of the Board;

(3) Board of County Commissioners of Finney County, Kansas, with attention to Dori J. Munyan, County Clerk;

(4) Board of Trustees of Garden City Community College, with attention to Dr. Ryan Ruda, Secretary to the Board; and

(5) West Plains Extension District, with attention to Carol Ann Crouch, District Director.

(b) I caused a copy of Resolution No. _____ to be published one time in the Garden City Telegram, the official newspaper of the City on the _____ day of _____, 20_____, said date was not less than one week nor more than two weeks preceding the date fixed for the public hearing. A true copy of the Affidavit of Publication of Resolution No. _____, is attached to this Certificate.

The City providing notice to any of the above taxing subdivisions shall in no way be construed as the City's agreement or consent to the taxing subdivisions being included within the scope of subsection (d) of K.S.A. 12-5245 or subsection (c) of K.S.A. 12-5246, and amendments thereto.

Executed on this _____ day of _____, 20_____,

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

EXHIBIT 1

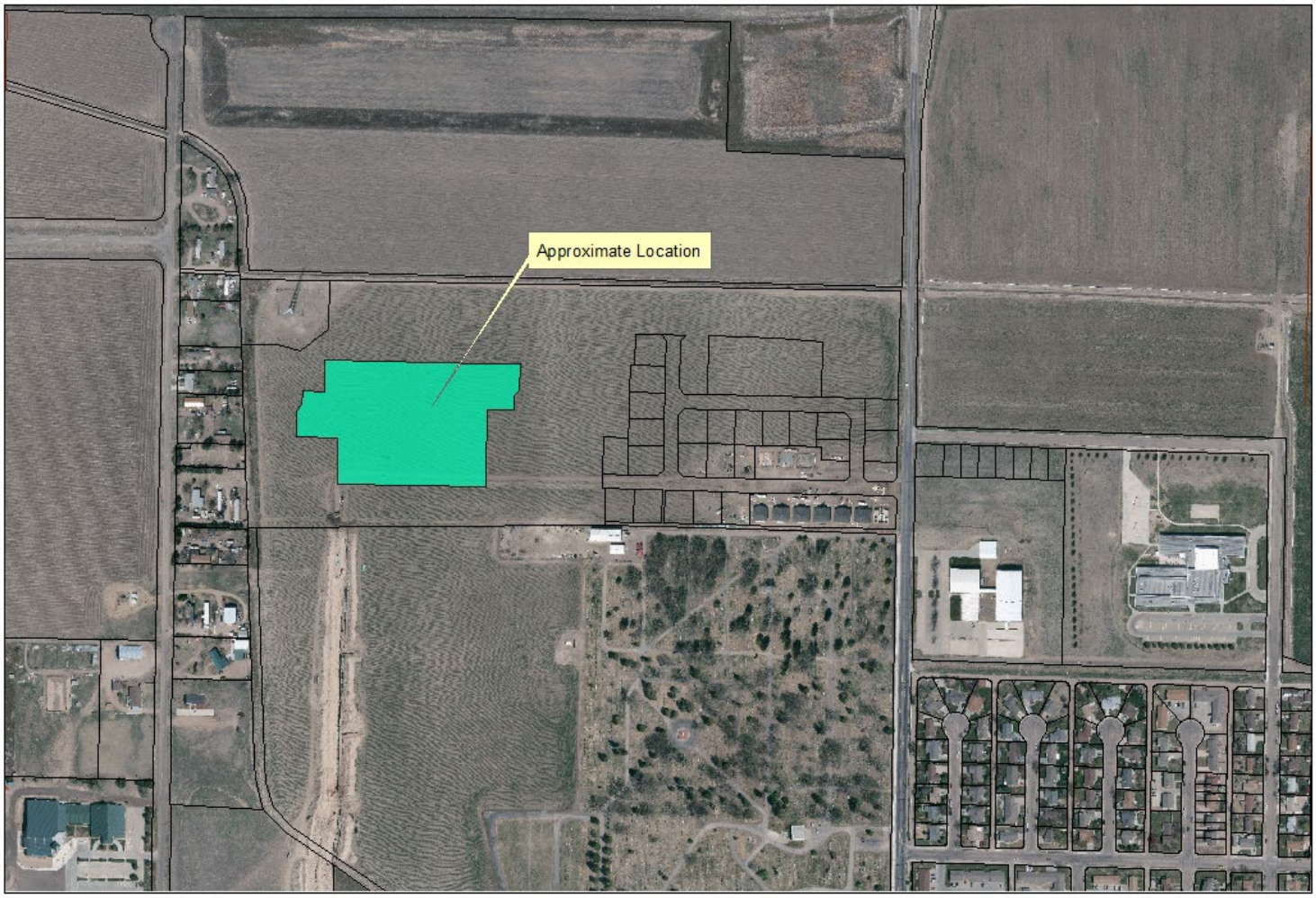
LEGAL DESCRIPTION

A tract of land, surveyed by Ken Parks, PS No. 1289, on 19 September, 2022, in the Southwest and Southeast Quarters of the Northeast Quarter of Section 6, Township 24 South, Range 32 West of the 6th P.M., Garden City, Finney County, Kansas, more particularly described as follows:

Commencing at the Northeast Corner of Lot 2, Block 1 of Hunters Glen – Phase One being a found ½" R-bar, CPS; thence North 00°59'33" East a distance of 369.78 feet to a found ½" R-bar, CPS; thence North 88°38'02" West a distance of 1,350.80 feet to a found ½" R-bar, CPS; thence South 00°59'28" West a distance of 274.51 feet to the Point of Beginning being a found ½" R-bar, CPS; thence South 00°59'28" West a distance of 95.36 feet to a set ½" R-bar; thence South 46°10'41" West a distance of 28.19 feet to a set ½" R-bar; thence South 00°59'28" West a distance of 50.00 feet to a set ½" R-bar; thence North 88°38'07" West a distance of 96.00 feet to a set ½" R-bar; thence South 00°59'26" West a distance of 227.18 feet to a set ½" R-bar; thence South 00°56'57" East a distance of 50.04 feet to a set ½" R-bar; thence North 88°47'54" West a distance of 531.69 feet to a set ½" R-bar; thence North 00°59'28" East a distance of 163.60 feet to a set ½" R-bar; thence North 88°47'54" West a distance of 149.77 feet to a set ½" R-bar; thence North 00°59'28" East a distance of 95.55 feet to a set ½" R-bar; thence North 46°10'41" East a distance of 28.14 feet to a set ½" R-bar; thence North 01°04'27" East a distance of 50.00 feet to a set ½" R-bar; thence South 88°38'07" East a distance of 79.75 feet to a set ½" R-bar; thence North 00°59'12" East a distance of 113.42 feet to a set ½" R-bar; thence South 88°38'07" East a distance of 579.99 feet to a set ½" R-bar; thence North 00°59'28" East a distance of 1.61 feet to a set ½" R-bar; thence South 88°47'54" East a distance of 116.00 feet to the Point of Beginning, containing an area of 6.45 acres, more or less.

EXHIBIT 2

MAP OF THE DISTRICT



Legend

Hunters Glen 3B

0 375 750 1,500 Feet

N

GARDEN CITY
KANSAS

W:\RDG\CITY\NDS\RHID\HUNTERS.GLEN\Phase3\Phase.3-B\Resolution.Public.Hearing.Final.Exhibit2.docx

GARDEN CITY
KANSAS

MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: February 20, 2024
RE: Environmental Nuisance Resolution at 609 E. Chestnut Street

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ISSUE:

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

1. Resolution No. _____-2024, a resolution authorizing the removal of nuisance conditions from the property listed below in the City pursuant to Section 38-139 of the Code of Ordinances of the City of Garden City, Kansas (609 E. Chestnut Street - Dressers, containers, stove, water heater, pallets, branches, and a mattress scattered throughout the yard).

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 609 E. Chestnut Street has an environmental nuisance condition on the property and is in violation of the City's Environmental Codes. There is dressers, containers, a stove, a water heater, pallets, branches, and a mattress scattered throughout the yard.

Staff has visited the property on many occasions. The property owner and the residents have been notified by two order of violations sent January 5, 2024, and January 23, 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 - 609 E Chestnut St	2/14/2024	Backup Material
Environmental Resolution Photos - 609 E Chestnut St	2/14/2024	Backup Material

(Published in <u>The Garden City Telegram</u> 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. (609 E. Chestnut 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:

<u>SECTION 1.</u> 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:

609 E. Chestnut Street -*Environmental Yard- Dressers, containers, stove, water heater, pallets, branches, and a mattress scattered throughout the yard.*

<u>SECTION 2</u>. 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 20th day of February 2024.

_____
Manuel F. Ortiz, MAYOR

ATTEST:

_____
Celyn N. Hurtado, CITY CLERK

609 E. Chestnut St.

609 E. Chestnut St.

GARDEN CITY
KANSAS

MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: February 20, 2024
RE: Motor Vehicle Nuisance at 905 N. 4th 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 (905 N. 4th Street - White vehicle and a Blue vehicle).

BACKGROUND:

The Governing Body of the City of Garden City has declared it unlawful for any person to maintain nuisance conditions on private property within the City of Garden City. It has been determined that the residence located at 905 N 4th Street has an environmental nuisance condition on the property and is in violation of the City's Environmental Codes. There is two inoperable vehicles located on the property.

Staff has visited the property on many occasions. The property owner and the residents have been notified by two order of violations sent December 29, 2023, and January 30, 2024. The property owner called the office to ask for an extension to remove the violations. After the extension a follow up was done and the violations were still present on the property 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:

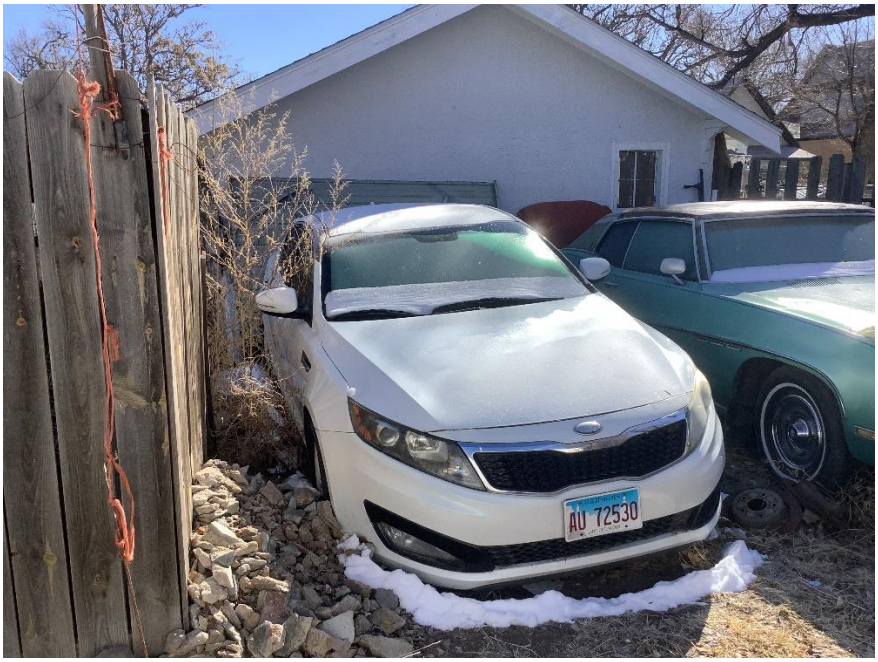
The abatement costs incurred by the City will be charged against the lots or parcels of ground on which the motor vehicle nuisance is located.

ATTACHMENTS:

Description	Upload Date	Type

Vehicle Photo - 905 N 4th	2/14/2024	Backup Material
Vehicle Resolution - 905 N 4th	2/14/2024	Backup Material

905 N 4th Street



(Published in The Garden City Telegram on the _____and _____, 2024)

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. (905 N. 4th Street)

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:

905 N. 4th Street - *Inoperable and/or unregistered vehicle- White vehicle and a Blue vehicle.*

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

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

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, on this 20th day of February 2024.

_____
Manuel F. Ortiz, MAYOR

ATTEST:

_____
Celyn N. Hurtado, CITY CLERK

GARDEN CITY
KANSAS

MEMORANDUM

TO:	Governing Body
THRU:	Matthew C. Allen, City Manager
FROM:	Rachelle Powell, Director of Aviation
DATE:	February 20, 2024
RE:	Airport Task Order Number 6 - Snow Removal Equipment (SRE) and Aircraft Rescue and Fire Fighting (ARFF) Truck

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ISSUE:

The Governing Body is asked to consider and approve 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.

BACKGROUND:

The City of Garden City entered into a Master Agreement for Professional Services with HNTB on January 7, 2020. Task Order Number 6 is the professional service agreement between the City of Garden City and HNTB for the procurement of a Snow Removal Equipment (SRE) carrier vehicle with spreader box, 22' plow and a 22' broom and an Index B Aircraft Rescue and Fire Fighting (ARFF) vehicle. The task order attachments include the scope of services, deliverables, schedule, HNTB fee, and federal contract provisions. The task order will be included in the Airport Improvement Program (AIP) Project 3-20-0024-048, which is the acquisition of the aforementioned equipment. The city's share of the project is 5% and is included in the fiscal note. The federal share 95% is allocated from the airport's Bipartisan Infrastructure Law (BIL) funds in the amount of $1,845,613. The Federal Aviation Administration (FAA) does not require an Independent Fee Estimate (IFE) for the cost of services proposed by the consultant as the fees do not exceed $100,000.

Garden City is identified as an Economically Distress Community in 2024. Therefore, the City's cost share for Airport Improvement Program (AIP) is 5% and the Federal Aviation Administration's (FAA) cost share is 95%. The FAA makes the annual determination on which airports qualify for a 95% federal share for AIP grants under the Special Rule. For an airport to be considered for the Special Rule, the community where the airport is located must be included in the Department of Transportation's (DOT) EAS listing and meet certain economic criteria determined from available federal data. Based on the Special Rule, the FAA makes EDA determinations for each community using unemployment data from the Bureau of Labor Statistics and per capita income data from the Bureau of Economic Analysis. The Special Rule applies when an area meets one or more of the following criteria: 1) The area has a per capita income of 80% or less of the national average. 2) The area has an unemployment rate, for the most recent 24-month period for which data is available, at least 1% percent greater than the national average. 3) The area has a special need arising from actual or threatened severe unemployment or economic adjustment problem resulting from severe short-term or long-term changes in economic conditions (as determined by the

Secretary of Commerce). Once the FAA determines an airport qualifies for the increased federal share, the airport maintains the status for the entire fiscal year, regardless of any changes in EAS status or EDA data.

ALTERNATIVES:

1. The Governing Body may approve 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.
2. The Governing Body may not approve 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.
3. The Governing Body may provide guidance to staff.

RECOMMENDATION:

Staff recommends the Governing Body approve 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.

FISCAL NOTE:

Task Order Number 6 is included in the Airport Improvement fund 56261100. The total cost is $19,491.16 (95% federal funds $18,516.60 and 5% city funds $974.56).

ATTACHMENTS:

Description	Upload Date	Type
Airport Task Order Number 6	2/2/2024	Backup Material

TASK ORDER NUMBER 6

This Task Order is made effective as of this ____ day of _____, 20 __, under the terms and conditions established in the MASTER TASK ORDER PRIME AGREEMENT FOR PROFESSIONAL SERVICES, dated January 7, 2020 (the Agreement), between the **CITY OF GARDEN CITY, KANSAS** (Owner) and **HNTB CORPORATION** (HNTB). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

Provide engineering services for the procurement of a new Snow Removal Equipment (SRE) and Aircraft Rescue and Fire Fighting (ARFF) vehicle at the Garden City Regional Airport (GCK).

Attachments to this task order include the following:

Attachment	Description
A	Scope of Services
B	Deliverables
C	Schedule
D	HNTB Fee
E	Federal Contract Provisions

Section A. - Scope of Services

A.1. HNTB shall perform the following Services:

1. Refer to **Attachment A: Design Scope of Services**

A.2. The following Services are not included in this Task Order, but shall be provided as Additional Services if authorized or confirmed in writing by the Owner:

1. Refer to "Exclusions" in **Attachment A: Design Scope of Services**

A.3. In conjunction with the performance of the foregoing Services, HNTB shall provide the following submittals/deliverables (Documents) to Owner:

1. Refer to **Attachment B: Deliverables**

Section B. - Schedule

B.1. HNTB shall perform the Services and deliver the related Documents (if any) according to the following Schedule:

1. Refer to **Attachment C: Schedule**

Section C. - Compensation

C.1. For performing the Services identified within **Attachment A**, the Owner shall pay HNTB a lump sum amount of **$19,491.16** as outlined in **Attachment D**. HNTB may alter the compensation distribution between individual phases, tasks or work assignments to be consistent with the Services actually rendered, within the total lump sum amount.

C.2. The lump sum includes compensation for the Services, subconsultant costs, if any, and appropriate factors for labor, overhead, profit, and Reimbursable Expenses.

C.3. Although HNTB recognizes and accepts the ordinary risks and/or benefits of a lump sum fee structure, the parties agree to negotiate adjustment of the lump sum amount if there has been, or is to be, a material change in the: (a) scope, complexity or character of the Services or the Project; (b) conditions under which the Services are required to be performed; or (c) duration of the Services, if a change in the Schedule warrants such adjustment in accordance with the terms of this Agreement.

C.4. Any services rendered by HNTB beyond those described in **Attachment A** shall be compensated on the same basis set forth in paragraph C.1.

C.5. Progress Payments: Owner shall make monthly periodic progress payments for Services. The amounts due for Additional Services will also be invoiced monthly. Invoices shall be due and payable upon receipt.

C.6. Reimbursable Expense Definition: Reimbursable expenses include, but are not limited to, transportation, subsistence, reproduction of reports, drawings, specifications, and other Project documents, courier services, materials, supplies, equipment rental and other costs specific to the Project.

C.7. Timing of Services: The total compensation is based on the Services being performed according to the approved schedule and completed within six (6) months of the Owner issued NTP. Should the time to complete the Services extend beyond this period, HNTB and Owner agree to negotiate an equitable change to the compensation maximum or to provide Additional Services on the basis set forth herein.

Section D. - Owner's Responsibilities

Owner shall perform and/or provide the following in a timely manner so as not to delay the Services of HNTB, and HNTB may rely on the accuracy and completeness thereof:

1. Provide an original executed Task Order which will serve as NTP.
2. Review all HNTB submittals and make decisions that affect the Project in a timely manner to avoid schedule delays.
3. Provide information regarding local requirements regarding construction contracts (e.g., insurance limits) that shall be incorporated into the Special Provisions to HNTB.

Unless otherwise provided in this Agreement, Owner shall bear all costs incident to compliance with the above items.

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Task Order:

1. No other provisions are incorporated

All terms and conditions of the Agreement are incorporated herein and shall control in the event of a conflict with this Task Order. Owner and HNTB hereby agree to the terms and conditions of this Task Order as of the date set forth above. The individuals signing this Task Order represent and warrant that they have the power and authority to enter into this Task Order and bind the parties for whom they sign.

CITY OF GARDEN CITY, KANSAS (Owner)	**HNTB CORPORATION** (HNTB)
Signature:_____	Signature:
Name: Manuel F. Ortiz	Name: Gretchen Ivy, PE
Title: Mayor	Title: Senior Vice President

Attachment A: Scope of Services

Scope of Services:

1. Project Management
    a. Perform contract administration
    b. Perform bi-monthly project reviews
    c. Prepare monthly invoice summaries for FAA reimbursement
    d. Prepare FAA quarterly performance reports
2. Design Phase
    a. Kickoff meeting
        i. Prepare agenda
        ii. Conduct meeting
        iii. Prepare meeting minutes
    b. Analyze snow plow and carrier vehicle
        i. Prepare inventory of existing airport equipment
        ii. Determine critical paved areas on the airfield
        iii. Determine airfield clearance time
        iv. Revise cost estimate
        v. QC review
        vi. Address QC comments
    c. Contract Documents
        i. Prepare technical specification for SRE
        ii. Prepare technical specification for ARFF
        iii. Prepare contract documents for SRE & ARFF. Separate packages but both will contain the following:
            1. Advertisement
            2. Section 1 – Notice to Bidders
            3. Section 2 – Instructions to Bidders
            4. Section 3 – FAA Federal Provisions for Equipment Contracts
            5. Section 4 – Supplementary Provisions
            6. Appendix – FAA AC for SRE and ARFF
            7. Bid Bond
            8. Proposal
            9. Contract Agreement
        iv. QC review
        v. Address QC comments
        vi. Submit contract documents
        vii. Address FAA/City comments
3. Bidding Phase
    a. Assist with advertisement
    b. Prepare Issued for Bid (IFB) documents
    c. Distribute IFB documents to four (4) plan houses (assume electronic only)
    d. Prepare and maintain bidders list
    e. Pre-bid meeting
        i. Prepare agenda
        ii. Conduct pre-bid meeting (virtually)
        iii. Prepare minutes
    f. Answer bidder questions
    g. Prepare addenda
    h. Prepare bid opening form
    i. Bid opening (virtual)
    j. Develop bid tabulation
    k. Review bid packages
    l. Recommendation of award letter
    m. Prepare grant application

4. Grant Closeout
    a. Sponsor certification for equipment final acceptance
    b. Final SF 271 form
    c. Final SF 425 form
    d. Final project cost summary
    e. Final acceptance report
    f. QC review grant closeout documentation
    g. Address QC comments

Attachment B: Deliverables

Deliverables:

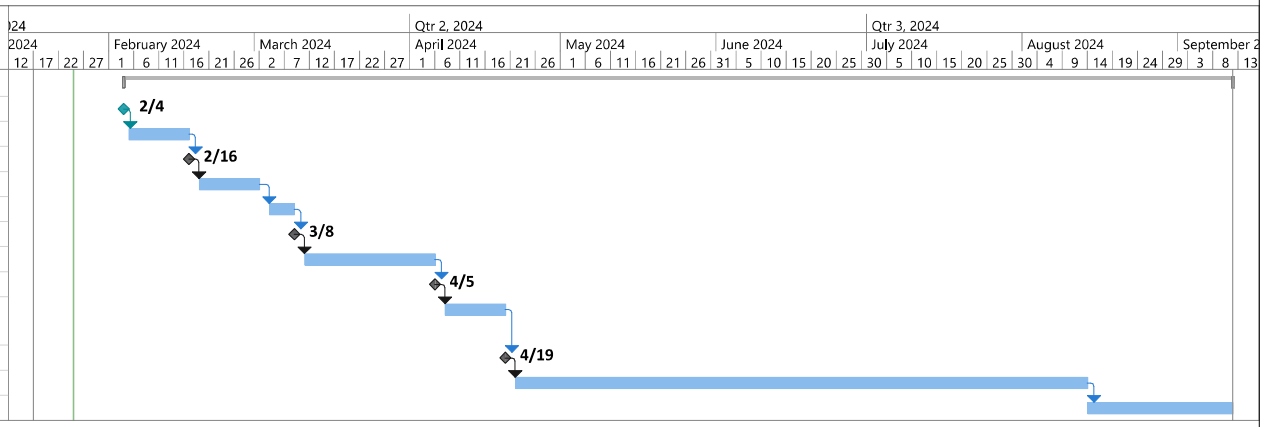
1. Project Management
    a. Monthly invoice summaries
    b. FAA quarterly performance reports (assume 3)
2. Design Phase
    a. Bid documents for new SRE
    b. Bid documents for new ARFF vehicle
3. Bidding Phase
    a. Bid Tabulation for SRE and ARFF vehicle
    b. Recommendation of award letter for SRE and ARFF vehicle
    c. Grant application for SRE and ARFF vehicle (one grant for both vehicles)
4. Grant Closeout
    a. Sponsor certification for equipment final acceptance
    b. Final SF 271 form
    c. Final SF 425 form
    d. Final project cost summary
    e. Final acceptance report

Attachment C: Schedule

GCK SRE_ARFF Schedule

Gantt Chart

ID		Task Mode	Task Name	Duration	Start	Finish
0			**GCK SRE_ARFF Schedule**	**155 days**	**Sun 2/4/24**	**Wed 9/11/24**
1			NTP	0 days	Sun 2/4/24	Sun 2/4/24
2			Prepare bid packages	2 wks	Mon 2/5/24	Fri 2/16/24
3			Submit for review	0 days	Fri 2/16/24	Fri 2/16/24
4			Review Period	2 wks	Mon 2/19/24	Fri 3/1/24
5			Address Comments	1 wk	Mon 3/4/24	Fri 3/8/24
6			Advertise for bid	0 days	Fri 3/8/24	Fri 3/8/24
7			Bidding Period	4 wks	Mon 3/11/24	Fri 4/5/24
8			Bid Opening	0 days	Fri 4/5/24	Fri 4/5/24
9			Review bids/prepare grant application	2 wks	Mon 4/8/24	Fri 4/19/24
10			Submit grant applications	0 days	Fri 4/19/24	Fri 4/19/24
11			Vehicle procurement	4 mons	Mon 4/22/24	Tue 8/13/24
12			Grant Closeout	1 mon	Wed 8/14/24	Wed 9/11/24



Attachment D: HNTB Fee Proposal

HNTB

Scope of Services/Fee Estimate

Project: Snow Removal Equipment Acquisition
Location: Garden City Regional Airport
Client: City of Garden City, Kansas
Date: 1/17/24
By: RAS

Task	PIC	PIC	QC	PM	Jr. Eng	Admin	Total Labor Cost	Car	Fuel	Meals	8.5x11 B&W	11x17 B&W	8.5x11 Color	11x17 Color	Plots	Color Plots	Reports	Ship	Total Expense Cost	Total Task Cost
	Labor Required							Expenses Required												
Rate:		$105.00	$66.39	$91.52	$48.01	$41.60		$75.00	$50.00	$15.00	$0.04	$0.09	$0.38	$0.75	$0.96	$7.80	$50.00	$35.00		
Overhead:	139.10%	139.10%	139.10%	139.10%	139.10%	139.10%		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
Profit:	15%	15%	15%	15%	15%	15%		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
Gross Rate:	$0.00	$288.71	$182.56	$251.65	$132.00	$114.39	Gross Rate:	$75.00	$50.00	$15.00	$0.04	$0.09	$0.38	$0.75	$0.96	$7.80	$50.00	$35.00		
I. Project Management																				
Perform contract administration				1			$251.65												$0.00	$251.65
Perform bi-monthly project reviews				2		2	$732.08												$0.00	$732.08
Prepare monthly invoice summaries for FAA reimbursement				2			$503.30												$0.00	$503.30
Prepare FAA quarterly performance reports (3)				1			$251.65												$0.00	$251.65
							$0.00												$0.00	$0.00
Subtotal	0	0	0	6	0	2		0		0	0	0			0		0	0		
Total Project Management Fees							**$1,738.68**												**$0.00**	**$1,738.68**
II. Design Phase																				
Preliminary Evaluation							$0.00												$0.00	$0.00
Prepare agenda for kickoff meeting					1		$132.00												$0.00	$132.00
Conduct Kickoff meeting with GCK and FAA via conference call				1	1		$383.65												$0.00	$383.65
Prepare kickoff meeting mintues					0.5		$66.00												$0.00	$66.00
Analyze snow plow and carrier vehicle							$0.00												$0.00	$0.00
Prepare inventory of existing airport equipment					1		$132.00												$0.00	$132.00
Determine critical paved areas on the airfield					4		$528.00												$0.00	$528.00
Determine airfield clearance time					2		$264.00												$0.00	$264.00
Revise cost estimate					2		$264.00												$0.00	$264.00
QC review				2			$503.30												$0.00	$503.30
Address QC Comments					1		$132.00												$0.00	$132.00
Contract Documents							$0.00												$0.00	$0.00
Prepare technical specification for SRE				2	8		$1,559.30												$0.00	$1,559.30
Prepare technical specification for ARFF				2	8		$1,559.30													$1,559.30
Prepare contract documents for SRE & ARFF							$0.00												$0.00	$0.00
Advertisement					1		$132.00												$0.00	$132.00
Section 1 - Notice to Bidders					1		$132.00													$132.00
Section 2 - Instructions to Bidders					1		$132.00												$0.00	$132.00
Section 3 - FAA Federal Provisions for Equipment Contracts					2		$264.00												$0.00	$264.00
Section 4 - Supplementary Provisions					2		$264.00												$0.00	$264.00
Appendix - FAA AC for SRE & ARFF					1		$132.00												$0.00	$132.00
Bid Bond					1		$132.00												$0.00	$132.00
Proposal					2		$264.00												$0.00	$264.00
Contract Agreement					1		$132.00												$0.00	$132.00
QC review contract documents				2			$503.30												$0.00	$503.30
Address QC Comments					4		$528.00												$0.00	$528.00
Submit contract documents				1	1		$383.65												$0.00	$383.65
Address FAA/City Comments				2	4		$1,031.30												$0.00	$1,031.30
							$0.00												$0.00	$0.00
Subtotal	0	0	0	12	49.5	0		0	0	0	0	0	0	0	0	0	0	0		
Total Design Phase Fees							**$9,553.80**												**$0.00**	**$9,553.80**
III. Bidding Phase																				
Assist with Advertisement				1	1		$383.65												$0.00	$383.65
Prepare IFB Documents					2		$264.00												$0.00	$264.00
Distribute IFB Documents to Four (4) Plan Houses (assume electronic only)					1		$132.00												$0.00	$132.00
Prepare and Maintain Bidder's List					2		$264.00												$0.00	$264.00
Prepare Pre-Bid Meeting Agenda, Attendance Sheet					2		$264.00												$0.00	$264.00
Conduct Pre-Bid Meeting (virtual)				1	1		$383.65												$0.00	$383.65
Prepare Pre-Bid Meeting Minutes					1		$132.00												$0.00	$132.00
Answer Bidder's Questions				2	8		$1,559.30												$0.00	$1,559.30
Prepare Addenda				1	4		$779.65												$0.00	$779.65
Prepare Bid Opening Form				1	1		$383.65												$0.00	$383.65
Bid Opening (virtual)				0.5	0.5		$191.83												$0.00	$191.83
Develop Bid Tabulation					1		$132.00												$0.00	$132.00
Review Bid Packages					2		$264.00												$0.00	$264.00
Recommendation of Award Letter					2		$264.00												$0.00	$264.00
Prepare Grant Application				1	4		$779.65												$0.00	$779.65
							$0.00												$0.00	$0.00
Subtotal	0	0	0	7.5	32.5	0		0	0	0	0	0	0	0	0	0	0	0		
Total Bidding Phase Fees							**$6,177.38**												**$0.00**	**$6,177.38**
IV. Grant Closeout																				
Sponsor Certificaiton for equipment final acceptance					0.5		$66.00												$0.00	$66.00
Final SF 271 Form					1		$132.00												$0.00	$132.00
Final SF 425 Form					1		$132.00												$0.00	$132.00
Final project cost summary					4		$528.00												$0.00	$528.00
Final Acceptance Report					4		$528.00												$0.00	$528.00
QC review Grant Closeout Documentation				2			$503.30												$0.00	$503.30
Address QC comments					1		$132.00												$0.00	$132.00
	0	0	0	2	11.5	0		0	0	0	0	0	0	0	0	0	0	0		
Total Grant Closeout Fees							**$ 2,021.30**												**$ -**	**$2,021.30**
Total Cost																				**$19,491.16**

Attachment E: Federal Contract Provisions

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "PRIME CONTRACTOR", "BIDDER", "OFFEROR", AND "APPLICANT" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR", "SUB-TIER CONTRACTOR" OR "LOWER TIER CONTRACTOR" SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" AND "OWNER" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

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CIVIL RIGHTS – GENERAL 3

CIVIL RIGHTS – TITLE VI ASSURANCES 3

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LOBBYING AND INFLUENCING FEDERAL EMPLOYEES 14

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $150,000

CLEAN AIR AND WATER POLLUTION CONTROL 15

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $250,000

BREACH OF CONTRACT TERMS 15
DISADVANTAGED BUSINESS ENTERPRISE 15

PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.334
2 CFR § 200.337
FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCES

Reference: 49 USC § 47123
FAA Order 1400.11

Title VI Solicitation Notice

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (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 of 1990 (42 USC § 12101, et seq) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 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 (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 Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (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. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Nondiscrimination Requirements / Title VI Clauses for Compliance

Compliance with Nondiscrimination Requirements:

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 Title VI List of Pertinent Nondiscrimination Acts and Authorities, 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, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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 Nondiscrimination Acts and Authorities, 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 Subcontracts, including Procurements of Materials 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 or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities 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 Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities 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 Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration 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 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 Sponsor or the Federal Aviation Administration 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 Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Reference: 2 CFR § 200, Appendix II(K)
2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq
2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR Part 200, Appendix II(F)
37 CFR Part 401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

SEISMIC SAFETY

Reference: 49 CFR Part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TAX DELINQUENCY AND FELONY CONVICTIONS

Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts
DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The Contractor certifies:

1) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2) It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction is a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

The Contractor agrees to incorporate the above certification in all lower tier subcontracts.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104
49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $10,000

DISTRACTED DRIVING

Reference: Executive Order 13513
DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR § 60-1.4
41 CFR § 60-4.3
Executive Order 11246

Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in

response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance*: Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

PROHIBITION OF SEGREGATED FACILITIES

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR Part 60-1

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact

segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

TERMINATION OF CONTRACT

Reference: 2 CFR Part 200, Appendix II(B)
FAA Advisory Circular 150/5370-10, Section 80-09

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Cause (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:

   1. Perform the services within the time specified in this contract or by Owner approved extension;
   2. Make adequate progress so as to endanger satisfactory performance of the Project; or
   3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant

must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR Part 180 (Subpart B)
2 CFR Part 200, Appendix II(H)
2 CFR Part 1200
DOT Order 4200.5
Executive Orders 12549 and 12689

Certification of Offeror/Bidder Regarding Debarment

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certification of Lower Tier Contractors Regarding Debarment

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR Part 200, Appendix II(E)
2 CFR § 5.5(b)
40 USC § 3702
40 USC § 3704

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any

such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment
2 CFR Part 200, Appendix II(I)
49 CFR Part 20, Appendix A

Certification Regarding Lobbying

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $150,000

CLEAN AIR AND WATER POLLUTION CONTROL

References: 2 CFR Part 200, Appendix II(G)
42 USC § 7401, et seq
33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

The Contractor must include this requirement in all subcontracts that exceed $150,000.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $250,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR Part 26

Solicitation Language (Solicitations that include a Contract Goal)

*Bid Information Submitted as a matter of **responsiveness**:*

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

*Bid Information submitted as a matter of bidder **responsibility**:*

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may

result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to the above *Solicitation Language (Solicitations that include a Contract Goal)* section (or an approved substitute DBE firm) without prior written consent of Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Owner. Unless the Owner's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Owner its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Owner and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

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GARDEN CITY
KANSAS

MEMORANDUM

TO:	Governing Body
THRU:	Matthew C. Allen, City Manager
FROM:	Mike Muirhead, Director of Public Works and Utilities
DATE:	February 20, 2024
RE:	Extension of WECI Effluent Agreement

ISSUE:

The Governing Body is asked to consider and approve 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).

BACKGROUND:

Since June 22, 2004, The City and WECI have participated in an Effluent Water Agreement for the use of treated effluent water produced by the City Wastewater Treatment Plant. The current agreement expires June 22, 2024. The City and WECI have been working to develop a new Effluent Water Agreement, which will continue to provide water for use by WECI while reserving resources for the City to pursue the Garden City Water Reuse Project, which will receive funds designated by the United States Congress. Negotiations with WECI have also included the purchase of an effluent water pipeline and pumping assets from WECI that could be utilized for the Garden City Water Reuse Project. The law firm of Triplett, Woolf, and Garretson represents the City of Garden City on this issue.

The extension provides the City with a method to align a new agreement with the implementation of the Garden City Water Reuse Project. The document addresses water delivery during the extension period and due diligence activities regarding the procurement of assets. The provisions modified from the original agreement are outlined in the attached agreement and provide mechanisms to implement a new Effluent Water Agreement and Asset Purchase Agreement if and when approved by the Governing Body.

ALTERNATIVES:

1. The Governing Body may approve the Extension of Term of Effluent Water Agreements and Agreement with Respect to Due Diligence for Asset Purchase Agreement.
2. The Governing Body may not approve the Extension of Term of Effluent Water Agreements and Agreement with Respect to Due Diligence for Asset Purchase Agreement.
3. The Governing Body may direct staff to provide an alternate solution.

RECOMMENDATION:

Staff recommends the Governing Body approve the Extension of the Term of Effluent Water Agreements and Agreement with Respect to Due Diligence for Asset Purchase Agreement.

FISCAL NOTE:

There is no fiscal impact to the City as a result of extending this agreement.

ATTACHMENTS:

Description	Upload Date	Type
Extension of Term of Effluent Water Agreements and Agreement with Respect to Due Diligence for Asset Purchase Agreement	2/13/2024	Backup Material

EXTENSION OF TERM OF EFFLUENT WATER AGREEMENTS

AND

AGREEMENT WITH RESPECT TO DUE DILIGENCE FOR ASSET PURCHASE AGREEMENT

NOW ON THIS __ day of February 2024, the City of Garden City, Kansas (City) and Wheatland Electric Cooperative, Inc. (Wheatland), jointly referred to as the Parties, enter into this EXTENSION OF TERM OF EFFLUENT WATER AGREEMENTS AND AGREEMENT WITH RESPECT TO DUE DILIGENCE FOR ASSET PURCHASE AGREEMENT (the "Agreement), and state as follows.

Whereas, the Parties currently have an EFFLUENT WATER AGREEMENT dated June 22, 2004, that was amended twice in 2005 (Current Agreements), for a term of 20 years, ending on June 22, 2024;

Whereas, Wheatland uses effluent water that it receives in the Current Agreements to serve cooling water to a wholesale electric generation facility known as S2 and owned by Sunflower Electric Power Corporation pursuant to a contract that will not terminate until April 1, 2026;

Whereas, the Parties are in negotiations for new EFFLUENT WATER AGREEMENT, as well as an ASSET PURCHASE AGREEMENT, for service that will extend beyond June 22, 2024.

THEREFORE, in consideration of the mutual agreements and covenants herein stated, the City and Wheatland agree as follows:

1. Paragraph five (5) of the Current Agreements stating the twenty (20) year term of the Current Agreements is amended to provide the Current Agreements will terminate upon the earlier of the following events;
   a. The date upon which the Parties execute a new EFFLUENT WATER AGREEMENT, and related ASSET PURCHASE AGREEMENT, or,
   b. Six (6) months following the date that the City sends, by certified mail, notice to Wheatland that it is no longer negotiating with Wheatland for a new EFFLUENT WATER AGREEMENT, and related ASSET PURCHASE AGREEMENT. Such a notice shall be sent to General Manager, Wheatland Electric Cooperative, Inc., 101 S. Main, PO Box 230, Scott City, Kansas, 67871.

2. The Parties agree this Agreement does not change any other term or condition of the Current Agreements not specifically addressed herein and such remaining terms and conditions of the Current Agreements shall remain in full force and effect.

3. The Parties acknowledge they are negotiating a new Effluent Water Purchase and Sale Agreement ("New Effluent Agreement") and that concurrently with the execution of the New Effluent Agreement, the parties intend to enter into an Asset Purchase Agreement

("APA") providing for the City to purchase from Wheatland the purchased assets described in the APA, consisting generally of the effluent piping and pumping system constructed and owned by Wheatland to transport Effluent Water to Wheatland's facilities under the Current Agreements ("Purchased Assets"). The effectiveness of the New Effluent Agreement will be subject to the concurrent effectiveness of the APA and the transfer of purchased assets identified in the APA to the City. The Parties are in negotiations regarding the New Effluent Agreement and the APA and by this Agreement agree to the provisions stated in Section 4 relating to the City's exercise of due diligence regarding the Purchased Assets.

4. The City, its legal counsel, engineers, agents, contractors, accountants, and employees, shall have the right from time to time, upon reasonable notice to Wheatland, to conduct and make any and all studies, examinations, inspections, and investigations of, or concerning, the Purchased Assets as it in its sole discretion shall deem appropriate ("Due Diligence".) In pursuing Due Diligence, the City shall have the right to access the Purchased Assets to conduct engineering, environmental, and other studies on or related to the Purchased Assets and Wheatland shall reasonably cooperate and assist the City in the inspection of the Purchase Assets. The City's Due Diligence with respect to the Purchased Assets may include, but is not limited to, examination of the condition of the Purchased Assets and related property, compliance with governmental regulations applicable to the Purchase Assets, including environmental laws, examination of the Purchased Assets, including testing, to determine the suitability of the Purchased Assets for the City's use, examination of title and transferability of title to the Purchased Assets, or any other matter affecting the Purchased Assets or the City's intended use of Purchased Assets. The costs of tests, studies, investigations, surveys, title analysis and other aspects of the City's Due Diligence shall be paid by the City.

IN WITNESS WHEREOF, the signatories to this Agreement represent they have been authorized to execute this Agreement on behalf of the Party for which they sign by appropriate action of the governing body of each Party and no further action or approvals are necessary for execution of this Agreement, to be effective on the date designated above.

Wheatland Electric Cooperative, Inc.	Garden City, Kansas
By_____	By_____
Print Name: Bruce W. Mueller - General Manager	Print Name: Manuel F. Ortiz
Title:	Title: Mayor

GARDEN CITY
KANSAS

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

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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 $859,900 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

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.

Matt Lee
(Signature)

Matt Lee, Vice President
(Print Name)

Lee Construction, Inc.
(Company Name)

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

Matt Lee
(Signature)

Matt Lee, Vice President
(Print Name)

Lee Construction Inc.
(Contractor Company 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	**Mobilization:** Contractor site mobilization, construction fencing, SWPP and other measure to secure site.	LS	1	65,000.00
2	**Demo:** Existing concrete and asphalt pavement.	LS	1	25,000.00
3	**Earthwork Berms:** Imported fill and fine grading.	LS	1	24,000.00
4	**Electrical:** Electrical conduit, point of connection, and light fixtures	LS	1	68,000.00
5	**Utilities:** Water line and point of connection, plus storm line and point of connection	LS	1	23,000.00
6	**Pavement:** Concrete for walkways and furnishings	LS	1	71,500.00
7	**Site Furnishings:** Benches, and waste stations	LS	1	24,000.00
8	**Water Fountains:** Drinking fountain	LS	1	8,400.00
9	**Soil Preparation:** Tilling and fine grading	LS	1	18,500.00
10	**Landscape:** Site planting areas and trees	LS	1	60,000.00
11	**Irrigation:** Site irrigation system	LS	1	71,000.00
12	**Playground:** 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	**Pre-Cast Concrete Stairs:** Stairs and handrail	LS	1	41,500.00
14	**Bonding and Administration:** Bonding and Contract Admin.	LS	1	15,000.00
			TOTAL BASE BID	869,900.00

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
			TOTAL ALERNATE #1 BID	540,500.00

ALTERNATE #1 BREAKDOWN

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE
1	**Earthwork:** Imported fill and fine grading	LS	1	8,500.00
2	**Utilities:** 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	**Restroom and Storage:** Foundations and structure, plumbing and light fixtures, complete build out	LS	1	411,600.00
4	**Shelter:** Foundations, structure, electrical conduit, and fixtures	LS	1	73,900.00
5	**Pavement:** Concrete paving	LS	1	14,500.00
6	**Furnishings:** Picnic Tables and Trash Receptacles	Ls	1	24,500.00
			TOTAL ALTERNATE #1 BID	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	**Earthwork:** Imported fill and fine grading	LS	1	8,500.00
2	**Utilities:** 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	**Restroom and Storage:** Foundations and structure, plumbing and light fixtures, complete build out	LS	1	411,600.00
5	**Pavement:** 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 ARTIFICAL 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:

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

A. Total of Above _____

B. Total Bid Amount _____

Subcontractor Utilization as a % of Total Bid Amount: (A/B x 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%
S.E. Park Phase 3 Garden City, KS	City of G.C.	Lance Klien	610,210	71%
Kansas Food Bank Garden City, KS	Kansas Food Bank	Brian 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 16th 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	Mollet - 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	Waither 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 u nder 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	2018		100%	$ 136,756.00
Jaco-Russel Child Site Utilitites	Russell Child Development Center		2019	100%	$ 279,765.00
American Impletement 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
Claflin Municipal Water Well Treatment	City of Claflin, 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 aut hority 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 NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

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.

NOTARIAL SEAL IOWA
Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
Notary Public

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

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.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (10/22)

DEMOLITION NOTES:

RELOCATION OF EXISTING SERVICES SHALL BE COORDINATED WITH THE AUTHORITIES CONCERNED.

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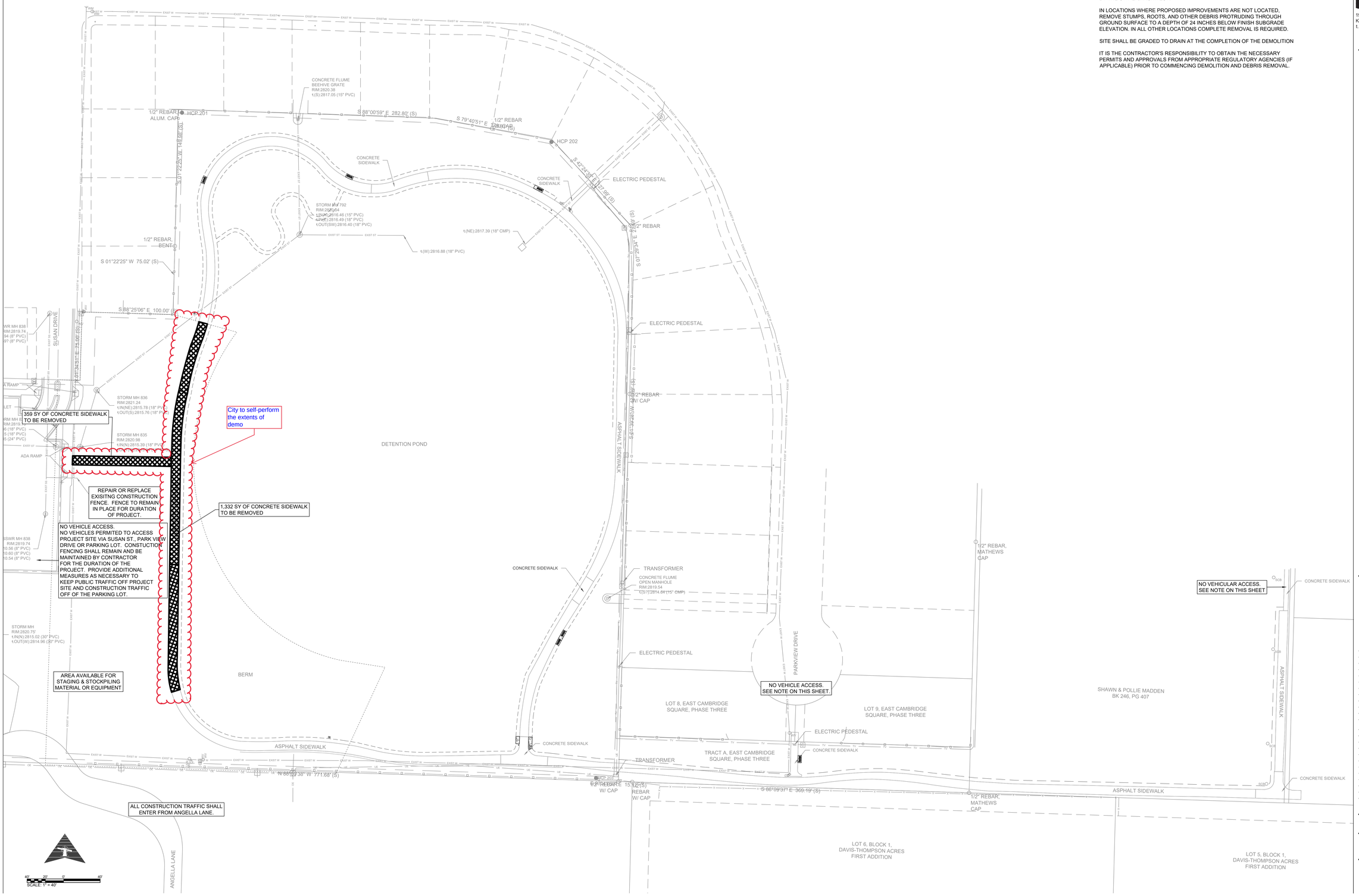

Prepared For:

GARDEN CITY KANSAS

310 N. 6th Street
Garden City, KS 67846

Project:
Southeast Park
Phase 4
Plaza Improvements

Landscape Architect:

SWT DESIGN

1925 Central St. Suite 202
Kansas City, MO 64108
t. 816.221.0825

Architect:
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Kansas City, MO 64108
816.474.1397

Civil Engineering:
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MEP Engineer:
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314.220.9354

MICHAEL R. KUNEZKA
LICENSED
25-23
KANSAS
PROFESSIONAL ENGINEER
11/28/2023

KEY PLAN

Issuances

No.	Description	Date
01	100% CDs	8/18/23
02	100% CDs	10/30/23
03	BID SET	11/27/23

Revisions

No.	Description	Date

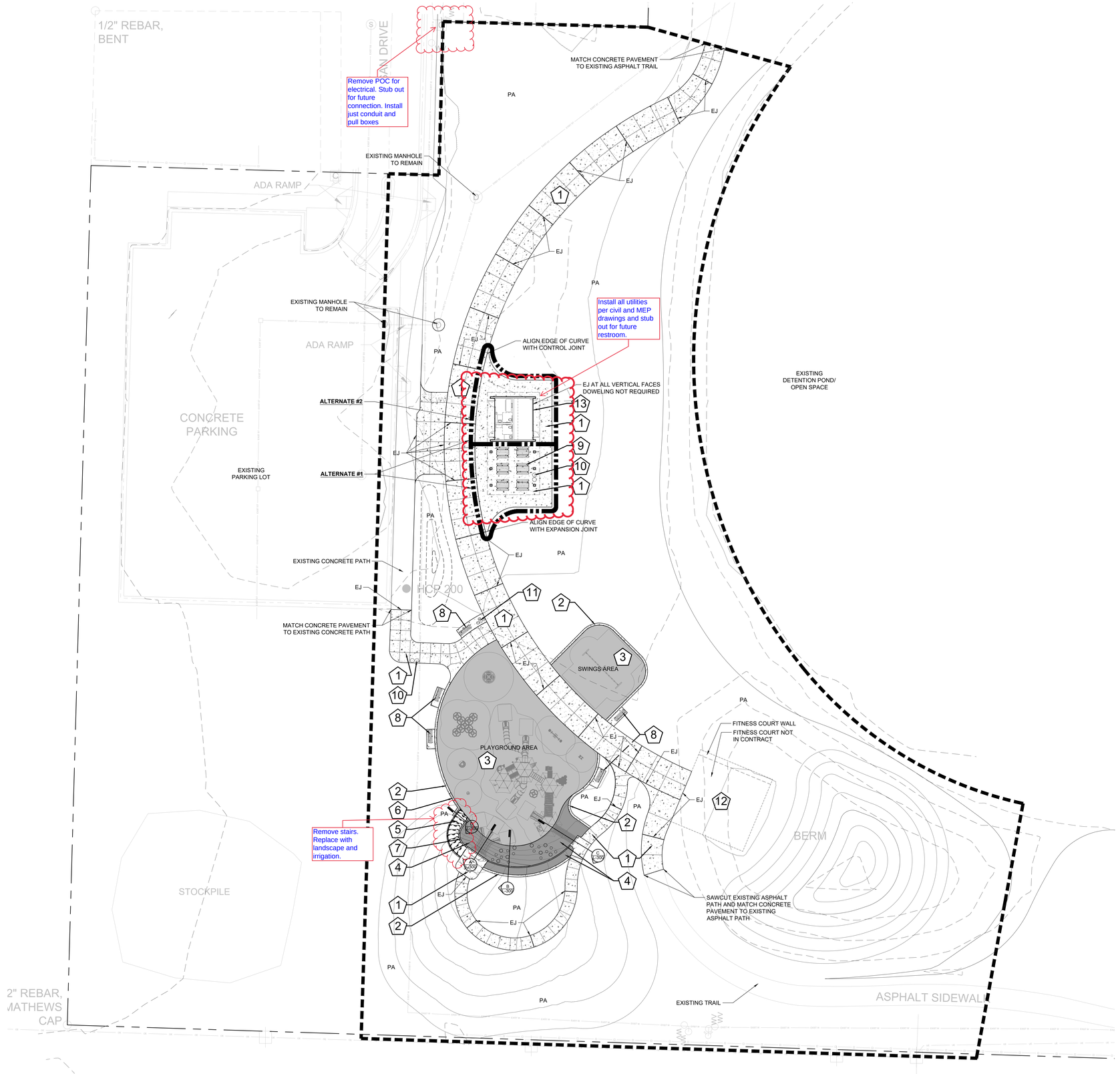
SWT No. 21198.01

Drawn MK
Reviewed KL

Sheet Title
DEMOLITION PLAN

Number
C101

November 21, 2023 - 100% CONSTRUCTION DOCUMENTS



A SITE PLAN
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Drawn JS
Reviewed LK

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Number
L-100

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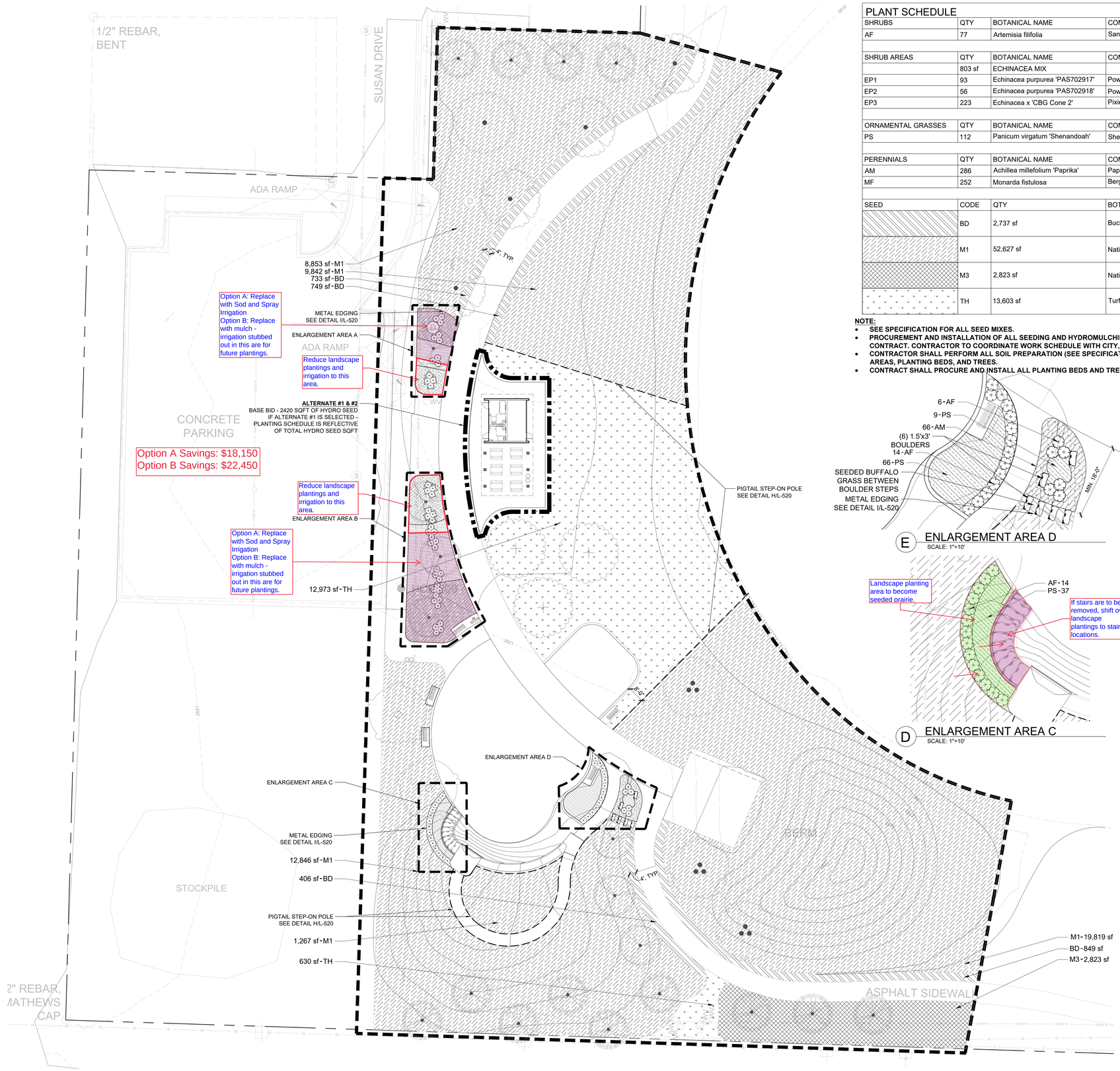

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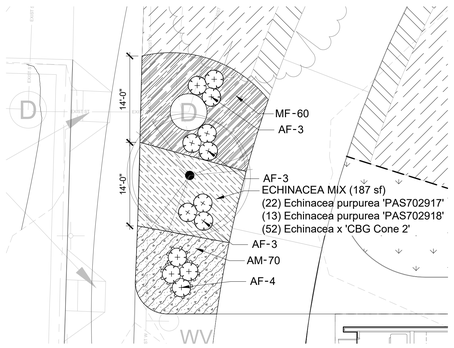

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Prepared For:

GARDEN CITY KANSAS
310 N. 6th Street
Garden City, KS 67846

Project:
Southeast Park
Phase 4
Plaza Improvements

Landscape Architect:

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Lance Klein - Landscape Architect
KS # LA-703

LANCE KLEIN LICENSED 704 KANSAS LANDSCAPE ARCHITECT
11/27/2023

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SWT No. 21198.01

Drawn JS
Reviewed LK

Sheet Title
UNDERSTORY PLANTING PLAN

Number
L-150

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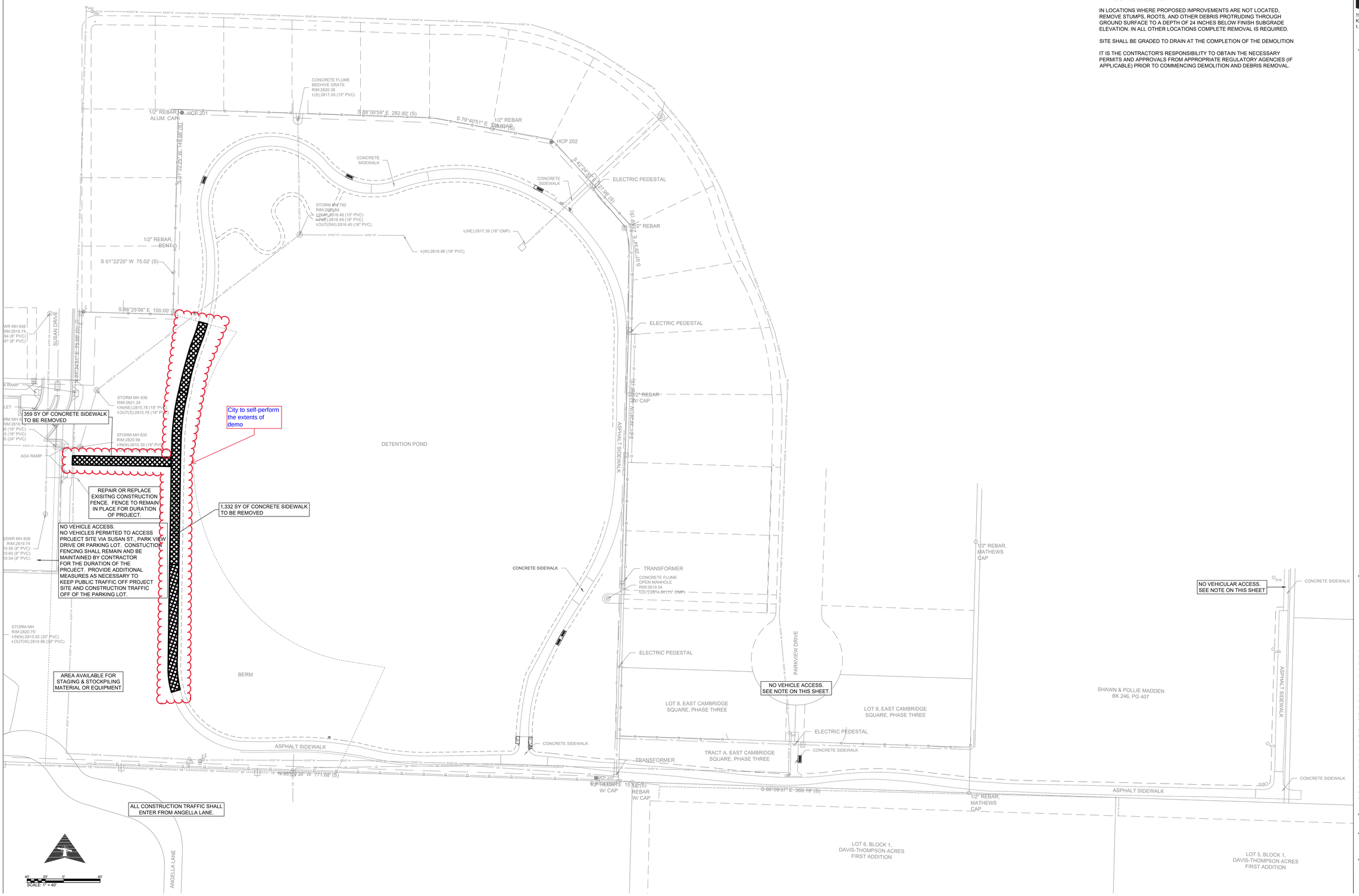

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Sheet Title
DEMOLITION PLAN

Number
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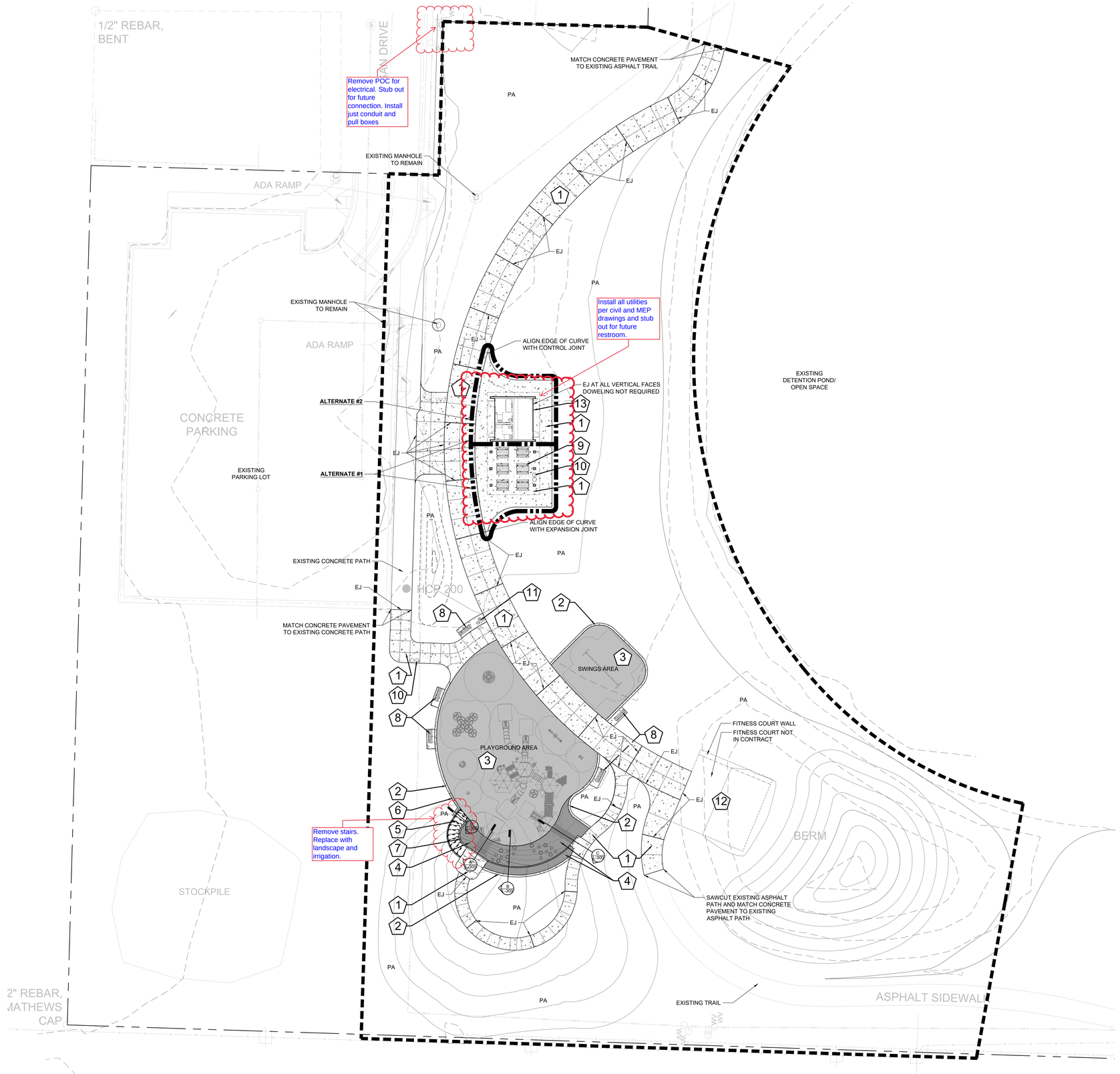
November 21, 2023 - 100% CONSTRUCTION DOCUMENTS



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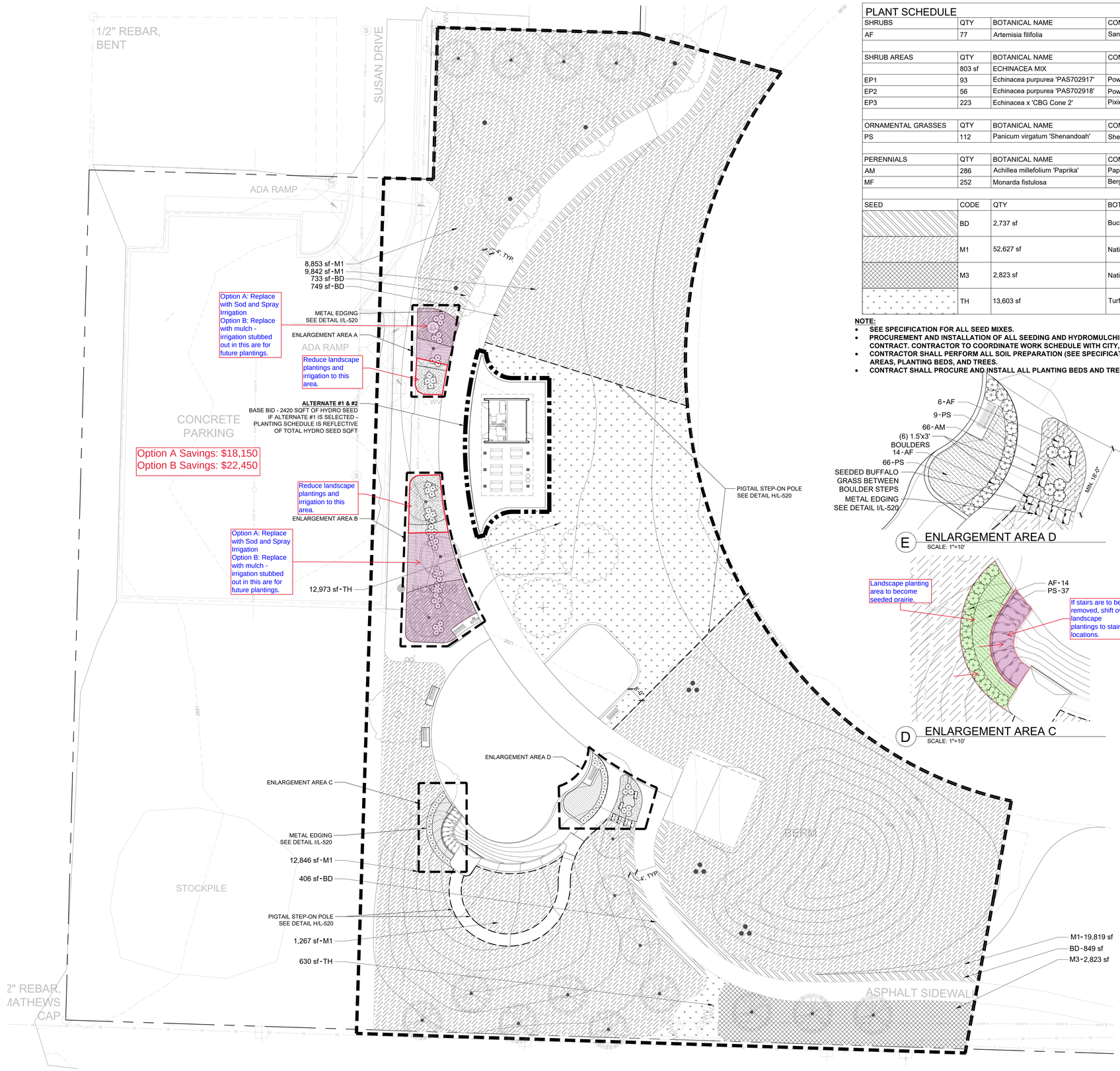

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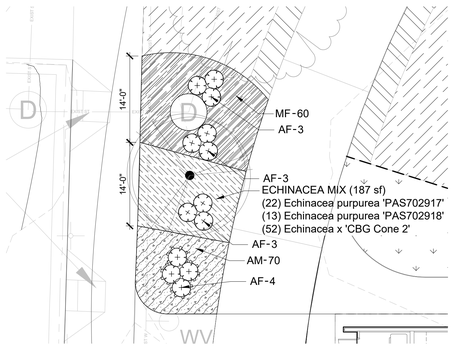

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Drawn JS
Reviewed LK

Sheet Title
UNDERSTORY PLANTING PLAN

Number
L-150

GARDEN CITY
KANSAS

MEMORANDUM

TO:	Governing Body
THRU:	Matthew C. Allen, City Manager
FROM:	Fred Jones, Water Resource Manager
DATE:	February 20, 2024
RE:	Pipeline Leak Risk Study

ISSUE:

The Governing Body is asked to consider and approve a proposal from Rezatec Global, Inc. for a Surface Deformation and Pipeline Leak Risk Study of the City water distribution system.

BACKGROUND:

The City water distribution system consists of 180 miles of distribution main. Approximately ½ of the system is cast iron main and we find the majority of water main breaks the utility repairs is on cast iron pipe. The Water Utility has identified a number of water main replacement projects to address in the coming years to keep the system updated.

The three-year data gathering study proposed by Rezatec will use geospatial analysis combined with main break incidents in the Water Utility to predict what areas of the system are most likely to experience breaks from ground movement. The ground movement detected by Rezatec using satellite technology will be overlaid with the water distribution system to create a model that can be used to triage main replacement projects and help inform the selection of mains to be replaced. A case study of another Kansas utility, Water One, in Johnson county highlights the process and information gathered by Rezatec.

The Initial Term of this project is thirty-six (36) calendar months from the Effective Date. The project deliverables will be provided as follows:

- Pipeline Risk the first delivery is a 3-year retrospective analysis delivered as a baseline model. This is delivered in 45 working days following data acceptance and client kick-off meeting (after receiving and confirming all requested customer GIS and main break history data).
- Prior to the 1st anniversary of the Effective Date, an updated Rezatec Pipeline Risk model will be delivered.
- Prior to the 2nd anniversary of the Effective Date, an updated Rezatec Pipeline Risk model will be delivered.

Rezatec has received GIS and historical incident data from April 2023; the City will update the information for Rezatec with the latest GIS and incident data when kicking off the project. The project documents have been reviewed by City legal counsel.

ALTERNATIVES:

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

2. The Governing Body may not approve the proposal from Rezatec Global, Inc. for a Surface Deformation and Pipeline Leak Risk Study of the City water distribution system.
3. The Governing Body may direct staff to find an alternate solution to this issue.
4. The Governing Body may choose to not take any action on the proposal.

RECOMMENDATION:

Staff recommends that the Governing Body approve the proposal from Rezatec Global, Inc. for a Surface Deformation and Pipeline Leak Risk Study of the City water distribution system and permit the Water Resource Manager to execute the agreement.

FISCAL NOTE:

This project was included in the 2024 Water Utility Budget GL: 52153515-5331 (Engineering Fees) the current balance of the line item is $111,400.00.

If approved, a payment of $33,334.00 will be payable when invoiced after the effective date. Additional payments of $8,333.00 for the Pipeline Risk Study will be invoiced on the first and second-anniversary dates of this agreement in 2025 and 2026. The total project cost of the project when completed at the end of the three-year term will be $50,000.00.

ATTACHMENTS:

Description	Upload Date	Type
Rezatec License Agreement	2/14/2024	Backup Material
Rezatec Order Task	2/14/2024	Backup Material

DATA PRODUCTS & PORTAL Agreement Between
REZATEC GLOBAL INC. AND CITY OF GARDEN CITY, KANSAS
REFERENCE: GARDENKS001

This Agreement is by and between Rezatec Global Inc., a Delaware corporation with its principal place of business at 251 Little Falls Drive, Wilmington, New Castle County, Delaware, 19808 ("Rezatec") and City of Garden City, in the state of Kansas, with its principal place of business at 301 N. 8th Street, Garden City, KS 67846. ("Customer").

TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION.

1.1. The following terms shall have the meanings set forth below:

"ADR notice" has the meaning given to it in Section 26 (Dispute Resolution).

"Aggregated Data" means data and information related to Customer Data or Customer's use of the Services that is used by Rezatec in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services. Aggregated Data does not include (directly or by inference) any: (a) information identifying the Customer or any identifiable individual; or (b) Customer's Confidential Information.

"Agreement" means the agreement between Rezatec and Customer for access to and use of the Portal and the Data Products in accordance with the Order Form, which shall be incorporated in its entirety herein.

"Authorized User" means those employees, officers, agents and independent contractors of Customer (or its affiliates) who are authorized by Customer to use the Portal in accordance with the provisions of this Agreement and for whom access to the Portal has been purchased hereunder.

"Business Days" means any day other than a Saturday or a Sunday or holiday.

"Confidential Information" means all confidential information (however recorded or preserved) that is disclosed or made available (in any form or by any method) by one party (the "disclosing party") to the other in connection with this Agreement including without limitation all confidential or proprietary information relating to the business or affairs, financial or trading position, assets, Intellectual Property Rights, know-how, designs, trade secrets, technical information, software, customers, clients, suppliers, employees, plans, operations, processes, products, intentions or market opportunities of the disclosing party or any member of its group and any other information that is identified by the disclosing party as being of a confidential or proprietary nature. Confidential Information also includes Customer Data provided by Customer to Rezatec under this Agreement and the Data Products provided by Rezatec to Customer under this Agreement.

"Customer Data" means any data provided by Customer to be combined with, used alongside or inputted in the Data Products.

"Data Products" means the exportable data, including tabulated data points to be provided to Customer, as specified in the Order Form, but does not include the algorithms or other proprietary intellectual property used to generate such exportable data.

"Data Protection Laws" means all applicable laws in force relating to the protection of personal information.

"Effective Date" means the commencement date of the Service including any set-up or configuration time and is specified in Section 3 (Access to the Portal).

"Feedback" means any and all suggestions or recommended changes to the Portal or Data Products including new features or functionality relating thereto, or any comments, questions, suggestions, or the like provided by Customer or an Authorized User.

"Fees" means the fees set out in the Order Form or as may be amended in accordance with Section 18 (Fees and Payment) of this Agreement.

"Initial Term" means thirty-six (36) calendar months from the Effective Date.

"Intellectual Property Rights" means any and all intellectual property rights of any nature anywhere in the world whether registered, registrable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in processed data, computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites.

"Normal Business Hours" means 9:00 a.m. to 5:30 p.m. Central Standard Time on Business Days.

"Order Form" means Rezatec's form for placing orders for Data Products that are agreed and signed on behalf of both Customer and Rezatec.

"Portal" means the Rezatec Geospatial Portal, and any software applications, computer programs, and codes provided by Rezatec through which Customer may remotely access the Data Products.

"Renewal Term" has the meaning given to it in Section 16 (Term and Renewal).

"Service" means the combination of Data Products provided to Customer under this Agreement.

"Writing" shall include communication effected by email, fax or similar means.

1.2. Where there is a conflict between these terms and conditions, the special terms set out an Order Form, any other terms set out in an Order Form, the order of precedence is as follows: (1) the special terms set out in an Order Form; (2) the terms and conditions set out herein; and (3) any other terms (not being the special terms) set out in an Order Form.

2. THE DATA PRODUCTS.

2.1. The Data Products to be provided under this Agreement are set out in the Order Form, attached hereto and incorporated into this Agreement by reference.

2.2. Provision of the Data Products is made strictly subject to payment by Customer (in accordance with Section 18 (Fees and Payment)) of the Fees set out in the Order Form.

3. ACCESS TO THE PORTAL.

3.1. The Effective Date of this Agreement is: 23rd February , 2024.

3.2. On receipt of cleared funds for the initial payment specified in the Order Form, Rezatec will deliver access details and passwords in line with the requested number in the Order Form for the purpose of allowing Authorized Users to use the Portal via a URL specified in the Order Form.

3.3. Subject to clause 3.2, within thirty (30) Business Days of written acceptance by Rezatec of Customer data inputs specified in the Order Form after the Effective Date, Rezatec will enable access to the ordered Data Products via a URL specified in the Order Form.

3.4. Customer shall contact Rezatec if there is any change in Customer personnel who are Authorized Users (including when Authorized Users cease to be employed or engaged by Customer) and Rezatec will on reasonable notice provide new Portal access details and passwords for new Customer personnel replacing existing personnel's access to the Portal.

3.5. Customer shall ensure that all Authorized Users are aware of and abide by the terms of this Agreement and all applicable requirements of Data Protection Laws, including their obligation to comply with any other user terms applicable to the Portal and notified to Customer. Customer shall only provide Authorized Users with access to the Portal via the access method provided by Rezatec and shall not provide access to anyone other than an Authorized User.

3.6. Customer shall be liable at all times to Rezatec for all acts and omissions of the Authorized Users and access to and use of the Portal directly or indirectly by or through the Customer systems or its or its Authorized Users' user logons, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. Rezatec reserves the right to revoke or suspend Customer's access to the Portal as set forth in Section 5 or Section 9, in the event of any breach by Authorized Users of the terms of this Agreement.

4. AVAILABILITY OF THE PORTAL.

4.1. Rezatec shall use commercially reasonable endeavours to make the Portal available to Customer twenty-four (24) hours a day, seven days a week excluding:
   - (i) scheduled maintenance which Rezatec shall use commercially reasonable endeavours to undertake between 22.00 – 23.59 Central Standard Time;
   - (ii) emergency maintenance; or
   - (iii) downtime caused in whole or part by an event outside Rezatec's reasonable control in which case Section 28 (Force Majeure) shall apply.

4.2. Rezatec will use reasonable endeavours to notify Customer in advance of scheduled maintenance but Customer acknowledges that it may receive no advance notification for emergency maintenance or downtime caused by an event outside Rezatec's reasonable control.

4.3. Customer acknowledges that Rezatec is entitled to modify the features and functionality of the Portal as part of its ongoing development of the Portal. Rezatec shall use reasonable endeavors to ensure that any such modification does not materially diminish the functionality and features of the Portal.

5. USE OF DATA PRODUCTS AND PORTAL.

5.1. In consideration of Customer's payment of the Fees in full when due in accordance with the terms of this Agreement and subject to the limitations and prohibitions set out in this Agreement, Rezatec hereby grants to Customer a non-exclusive right for the duration of this Agreement to allow Authorized Users to access the Data Products via the Portal.

5.2. Customer represents, warrants and agrees that the Portal and Data Products will be used only in accordance with the terms, conditions and limitations set out in this Agreement.

5.3. The right granted by Rezatec to Customer under this Section 5 is subject to the following limitations and (without limitation) to Customer obligations set out in Section 7.1 below:

(i) the Portal may only be accessed and used by the Authorized Users specified in the Order Form;

(ii) access is limited to the Data Products set out in the Order Form; and

(iii) Customer and its Authorized Users may, (a) download and print extracts of the Data Products as required in a manner consistent with reasonable internal business use purposes; and (b) may download (via the Portal) PDF copies of extracts of the Data Products for use for Customer's internal business purposes and send these copies to third parties or store such copies in Customer's systems.

5.4. Customer acknowledges and agrees that the Data Products are licensed and not sold and Customer receives no rights other than those specifically granted to Customer under this Agreement.

5.5. Rezatec reserves the right to monitor usage by all Authorized Users (by way of audits or otherwise) during the term of this Agreement for the purpose of (among others) ensuring compliance with the terms of this Agreement. Any audit may be carried out by Rezatec or a third party authorized by Rezatec. If any audit reveals that any access details or password have been provided to an individual that is not an Authorized User, Rezatec may, disable any such access details or passwords.

5.6. In the event of unauthorized use of the Portal by Customer or Authorized Users, Rezatec reserves the right to deny Customer or Authorized Users access to the Portal, including but not limited to by blocking, without prior notification, the IP addresses that Customer or Authorized Users used to access the Portal.

6. CUSTOMER DATA

6.1. Customer hereby grants to Rezatec:

(i) a non-exclusive, non-transferable right, without the right to grant sub-licences (except to Rezatec's service providers), to use the Customer Data for the purpose and duration of this Agreement; and

(ii) notwithstanding the aforementioned, a non-exclusive, royalty-free, transferable, sub-licensable, worldwide, perpetual right to extract data from the Data Products (the extent of which is set out in the Order Form) and use such extracted data for its own business purposes provided that the extracted data is anonymized, Customer cannot be identified from it and none of Customer's Confidential Information is disclosed.

6.2. Customer shall provide the Customer Data to Rezatec in a timely manner or by the date set out in the Order Form. Rezatec is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement, and Rezatec shall be allowed an extension of time to perform its obligations equal to the delay caused by Customer.

6.3. Customer is and shall remain solely responsible to obtain adequately informed consent from data subjects (as required by applicable Data Protection Laws) for the collection and processing of all personal data included in Customer Data.

7. CUSTOMER OBLIGATIONS.

7.1. Except to the extent such activities are expressly permitted under this Agreement, Customer shall not, and shall ensure all Authorized Users and Customer's employees, officers and representatives shall not, nor attempt to:

(i) decompile the underlying software (or any part of it) that is used to provide the Portal;

(ii) observe, study or test the functioning of the underlying software (or any part of it) that is used to provide the Portal;

(iii) remove proprietary or confidentiality notices on any Data Products or extracts of Data Products;

(iv) be permitted to frame or mirror any part of the Portal other than as expressly permitted by Rezatec in Writing;

(v) remove any product identification, trademarks, trade names, proprietary copyright, confidentiality or other notices placed on the Data Products and/or Portal;

(vi) copy, modify, duplicate, create derivative works from, translate, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Data Products or the Portal in any form or media or by any means;

(vii) disassemble, reverse engineer or otherwise reduce to human-perceivable form or otherwise attempt to derive or gain access to the source code of the Portal;

(viii) bypass or breach any security device or protection used by the Portal or access or use the Portal other than by an Authorized User through the use of his or her own then valid access credentials;

(ix) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Portal, or Rezatec's provision of services to any third party, in whole or in part;

(x) access or use the Portal in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other customer of Rezatec), or that violates any applicable law;

(xi) access all or any part of the Data Product or the Portal in order to build a product or service which competes with the Data Products, the Portal or any part of either of them, or for any other purpose that is to Rezatec's detriment or commercial disadvantage;

(xii) use the Data Products and/or the Portal to provide services to third parties;

(xiii) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Data Products and/or the Portal available to any third party except the Authorized Users;

(xiv) attempt to obtain, or assist third parties in obtaining, access to the Data Products and/or the Portal; or

(xv) extract, re-utilize, use, exploit, redistribute, re-disseminate, copy or store the Data Products (or any part of them); or

(xvi) otherwise access or use the Services or the Portal beyond the scope of the authorization granted under this Agreement.

7.2. Customer shall use all reasonable endeavors to prevent any unauthorized access to, or use of, the Data Products and/or the Portal and, in the event of any such unauthorized access or use, promptly notify Rezatec, and Customer shall control the content and use of Customer Data, including the uploading or other provision of Customer Data for processing by the Portal.

7.3. Customer shall not, and shall ensure that the Authorized Users shall not, introduce any software virus or other malware (including any bugs, worms, logic bombs, Trojan horses or any other self-propagating or other such program) that may infect or cause damage to the Portal or Rezatec's systems or otherwise disrupt the provision of the Portal.

7.4. The rights provided under this Agreement are granted to Customer and its Authorized Users only.

7.5. Customer has and will retain sole responsibility for: (i) all Customer Data, including its content and use; (ii) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Portal; (iii) all access to and use of the Data Products by any person by or through Customer's systems or any other means controlled by Customer or any Authorized User, including any: (1) information, instructions, or materials provided by any of them to the Portal or Rezatec; (2) results obtained from any use of the Portal or Data Products; and (3) conclusions, decisions, or actions based on such use.

8. SERVICES EXCLUDED. This Agreement covers only the right to access and use the Data Products agreed in the Order Form. Customer agrees that Rezatec shall have no liability under this Agreement for the outcome of such additional services or data products even when provided directly to Customer by Rezatec and it is expressly agreed that any claims, demands or other remedies with respect to the performance of such additional services or data products shall be governed strictly outside of this Agreement.

9. SUSPENSION OF ACCESS.

9.1. Rezatec may suspend, terminate, or otherwise deny Portal set-up activities or access to all or any part of the Portal to Customer's, any Authorized User's, or any other person, without incurring any resulting obligation or liability, if:

(i) Rezatec receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Rezatec to do so;

(ii) Rezatec suspects in its good faith and reasonable discretion, that: (1) Customer or any Authorized User has failed to comply with any material term of this Agreement (including any payment obligation or any failure to fully fund invoices immediately upon notice of a deficiency), or accessed or used the Portal beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any material instruction or requirement of the Service, (2) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Portal, (3) this Agreement expires or is terminated, or (4) suspension is necessary to protect damage or risk to, or degradation of, the integrity, functionality, or ability of other members to use, the Portal; or

(iii) Customer fails to pay any sums due to Rezatec by the due date for payment as specified in the Order Form.

9.2. Rezatec will notify Customer or the affected Authorized Users as soon as possible after suspending access to the Portal.

9.3. Where the reason for the suspension is suspected misuse of the Portal or breach of this Agreement, without prejudice to its rights under Section 17 (Termination), Rezatec will take steps to investigate the issue and may restore or permanently suspend access at its discretion. If Rezatec considers it appropriate to permanently suspend access to all Authorized Users, it will notify Customer in Writing and this Agreement will terminate immediately on service of such notice.

9.4. In relation to suspensions under Section 9.1(iii) access to Portal will be restored promptly after Rezatec receives payment in full and cleared funds.

9.5. The Fees shall remain payable during any period of suspension notwithstanding that Customer or some of the Authorized Users may not have access to the Portal. This Section 9 does not limit any of Rezatec's other rights or remedies, whether at law, in equity, or under this Agreement.

10. OWNERSHIP.

10.1. Customer acknowledges that the information within and relating to the Data Products (including Aggregated Data) and/or the Portal is Confidential Information of Rezatec and contains trade secrets and proprietary data belonging to Rezatec and that the presence of copyright notices on any medium containing information supplied by Rezatec does not constitute publication or otherwise impair the confidential nature thereof.

10.2. Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data. Customer warrants, represents and undertakes that the Customer Data does not infringe any third party Intellectual Property Rights.

10.3. Each party shall implement all reasonable measures necessary to safeguard the other party's ownership of, and the confidentiality of (a) the Data Products and the Portal in respect of Rezatec; and (b) the Customer Data in respect of Customer, including without limitation: (i) allowing its employees, agents and third parties access to the Data Products, the Portal or Customer Data (as applicable) only to the extent specifically permitted by this Agreement and in any event as necessary to permit the performance of their ordinary services to Customer and to require, as a condition to such access, that such persons comply with the provisions of this Section 10; and (ii) cooperating with the other party in the enforcement of such compliance by its employees, agents and third parties.

10.4. Customer acknowledges and agrees that the skills, know-how and methodologies utilized by Rezatec together with the Data Products and Portal and its associated code and means of delivery, including all Intellectual Property Rights therein constitute valuable trade secrets and Confidential Information of Rezatec and Customer acknowledges and agrees that all Intellectual Property Rights shall remain the sole property of Rezatec (and/or the relevant Rezatec third party licensor). Customer shall gain no right, title or interest in the Data Products, the Portal, the skills, know-how and methodologies by virtue of this Agreement other than the non-exclusive limited, conditional, right of access granted in this Agreement, in each case subject to Section 7.1. All other rights in and to the Portal and Data Products are expressly reserved by Rezatec. In furtherance of the foregoing, Customer hereby unconditionally and irrevocably grants to Rezatec an assignment of all right, title, and interest in and to the Aggregated Data, including all Intellectual Property Rights relating thereto.

10.5. Without limiting the foregoing, Customer acknowledges and agrees further that all Intellectual Property Rights in any general improvements or changes to the Data Products, as well as Feedback suggested by Customer which relate to the Data Products and the Portal shall at all times vest in Rezatec and Customer shall take all necessary actions to ensure all such rights are so assigned to and remain with Rezatec. Customer hereby assigns to Rezatec on Customer's behalf, and on behalf of its Authorized Users, all right, title, and interest in such Feedback and all Intellectual Property Rights contained therein. Rezatec is free to use, without attribution or compensation to any part, any and all Intellectual Property Rights contained in the Feedback, for any purpose whatsoever. Notwithstanding the foregoing, Rezatec is under no obligation to make use of any Feedback.

10.6. Customer shall take, at Rezatec's option and cost (except where Customer is at fault or where this arises as a result of a breach of this Section 10 or Section 15 (Confidentiality) by Customer) and under Rezatec control and discretion, any legal action necessary whether in the name of Customer or of Rezatec to prevent or stop the unauthorized use of such trade secrets and Confidential Information of Rezatec by any third party or entity who or which has accessed the whole or any part of any trade secrets or Confidential Information.

11. INDEMNITY.

11.1. Subject to the remaining provisions of this Section, Rezatec shall defend Customer against any claim that the Rezatec Portal or any Data Products infringes any United States of America patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify Customer for any reasonable legal costs incurred by, and amounts awarded against Customer in judgment or settlement of such claims, provided that:

(i) Rezatec is given prompt written notice of any such claim specifying the claim in reasonable detail;

(ii) Customer provides reasonable assistance and co-operation to Rezatec in the defense and settlement of such claim, at Rezatec's expense;

(iii) Customer shall not make any admission of liability, agreement or compromise in relation to the claim without the prior consent of Rezatec in Writing;

(iv) Customer shall give Rezatec and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of Customer, so as to enable Rezatec and its professional advisers to examine them and to take copies (at Rezatec's expense) for the purpose of assessing the claim;

(v) Rezatec is given sole authority to conduct, and to make decisions in relation to, the defense and/or negotiation and settlement of the claim; and

(vi) Customer will be entitled to participate in the defense of a claim and to employ legal representation at its own expense.

11.2. In the defense or settlement of any claim, Rezatec may at its option and expense:

(i) procure the right for Customer to continue using the Data Products, materially as contemplated by this Agreement;

(ii) replace or modify the Data Products so that they become (as so modified or replaced) non-infringing; or, if such remedies are not reasonably available,

(iii) terminate this Agreement on five (5) Business Days' notice to Customer without any additional liability or obligation to pay liquidated damages or other additional costs to Customer.

11.3. In no event shall Rezatec, its employees, agents and sub-contractors have any obligation to indemnify, or have any other liability to, Customer and its Authorized Users under this Agreement to the extent that the alleged infringement is based on:

(i) Customer's failure to abide by the terms of this Agreement;

(ii) Customer's use of any third-party services alone or in combination with the Portal;

(iii) any alteration, configuration, customisation or modification of the Data Products and/or Portal not performed by Rezatec, regardless whether the alteration, configuration, customisation or modification was performed using Rezatec tools, methods documented by Rezatec, or training provided by Rezatec or Rezatec sub-contractors or agents;

(iv) Customer's use of the Data Products and/or Portal in a manner contrary to the terms of this Agreement or to the instructions or advice given to Customer by Rezatec;

(v) Customer's use of the Data Products and/or Portal after notice of the alleged or actual infringement from Rezatec or any appropriate authority;

(vi) Rezatec's use of any materials provided by Customer or, Rezatec's compliance with any Customer request or instruction; or

(vii) any Customer Data combined, used alongside or inputted into the Data Products.

11.4. THIS SECTION 11 SETS FORTH CUSTOMER'S SOLE REMEDIES AND REZATEC'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PORTAL OR DATA PRODUCTS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY.

11.5. Customer shall indemnify Rezatec against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Rezatec arising out of or in connection with (i) any breach of the warranty contained in Section 10.2; (ii) Customer Data and any use of Customer Data by or on behalf of Rezatec in accordance with this Agreement; (iii) any failure of Customer to comply with the terms of data protection as set forth in Section 14; (iv) any violation of right of privacy or the right of publicity, by Customer; (v) Rezatec's use of materials provided by the Customer or in compliance with any Customer request or instruction; or (vi) any material breach of any representation, warranty, agreement, or obligation made by Customer in this Agreement .

11.6. Nothing in this Section 11 shall restrict or limit Customer's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under the indemnity given by Rezatec in this Section 11.

12. DISCLAIMER OF WARRANTIES.

12.1. **All warranties, conditions, representations and guarantees, whether express or implied, arising by statute, law, custom, oral or written statements of Rezatec, Rezatec's partner(s) or otherwise (including, but not limited to, any warranty or condition as to merchantability, satisfactory quality or fitness for particular purpose or of error-free and uninterrupted use of the Portal) are, to the fullest extent permitted by applicable law, hereby superseded, excluded and disclaimed.**

12.2. **Without limiting the generality of the foregoing, the Data Products are provided to Customer on an "as is" basis and Rezatec does not warrant that Customer's use of the Data Products or the Portal will be uninterrupted or error-free, be compatible or work with any software, system, or other services, or be secure, accurate, complete, free of harmful code; or that the Portal, Data Products and any related documentation and/or the information obtained by Customer through the Portal will meet Customer's requirements. Customer is solely responsible for the use it makes of the Data Products, reliance it places on such Data Products and any judgments it makes irrespective of such Data Products.**

12.3. **Rezatec makes no warranty that the Portal will contain computer programs with characteristics or specifications desired or required by Customer or that access to the Data Products under this Agreement will be continuous and uninterrupted. Customer is solely responsible for, and Rezatec expressly disclaims any and all liability associated with the content of Customer Data. Furthermore, Rezatec shall not be responsible for:**

(i) **any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and Customer acknowledges that the Portal may be subject to limitations, delays and other problems inherent in the use of such communications facilities; and**

(ii) **the content, accuracy, completeness, timeliness, security, integrity, utility, or applicability of the Customer Data stored or transmitted using the Portal and Customer acknowledges that the Portal functions solely as a conduit for transmission and storage of such Customer Data.**

13. LIMITATION OF LIABILITY.

13.1. **In no event shall Rezatec be liable to Customer for any: (a) loss of profits or loss of revenue; (b) loss of production, use, business, revenue, or profit or diminution in value or loss of contracts; (c) loss of goodwill or reputation; (d) third party claims; (e) loss, damage, corruption, or recovery of data, interruption in the use or availability of data, or breach of data or system security; or (f) consequential, incidental, indirect, special, exemplary, or punitive loss, in each case whether incurred directly or indirectly by Customer under any legal or equitable theory, including arising from negligence, breach of statutory duty, breach of any express or implied warranty, breach of contract, misrepresentation, restitution, strict liability in tort, through indemnification or otherwise.**

13.2. **Except in relation to the indemnity contained in Section 11 (Indemnity), the maximum aggregate liability of Rezatec whether arising from negligence, breach of statutory duty, breach of any express or implied warranty, breach of contract, misrepresentation, restitution, strict liability in tort or otherwise shall not in any circumstances exceed the Fees paid or payable by Customer to Rezatec during the twelve (12) months immediately preceding the date on which the claim arose. The foregoing limitations apply even if any remedy fails of its essential purpose.**

14. DATA PROTECTION.

14.1. Both parties will comply with all applicable requirements of the Data Protection Laws. This Section 14 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Laws.

14.2. If Rezatec processes any personal data on Customer's behalf when performing its obligations under this Agreement (the scope, nature, purpose and duration of which and the types of personal data will be set out in the Order Form):

(i) Customer shall ensure that the Customer is entitled to transfer the relevant personal data to Rezatec so that Rezatec may lawfully use, process and transfer the personal data in accordance with this Agreement on Customer's behalf;

(ii) Customer is and shall remain solely responsible to obtain adequately informed consent from data subjects to, such use, processing, and transfer as required by the Data Protection Laws and all other applicable data protection legislation;

(iii) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data or its accidental loss, destruction or damage appropriate to the harm that might result from the unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(iv) Rezatec shall ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;

(v) Rezatec shall assist Customer, at Customer's cost, in respect to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators, and to demonstrate its compliance with the requirements of Article 28; and

(vi) Rezatec shall notify Customer of any legal requirement to process data beyond Customer's instructions, unless not permitted to on important grounds of public interest, and if, in Rezatec's opinion, any instruction infringes an applicable Data Protection Law;

(vii) Rezatec shall notify Customer without undue delay on becoming aware of a personal data breach;

(viii) Rezatec shall at the written direction of Customer, delete or return the personal data and copies thereof received or created pursuant to the Agreement to Customer on termination of this Agreement unless required by applicable law to retain the personal data.

14.3. Customer consents to Rezatec's use of sub-processors engaged in the processing of Customer's personal data by way of general authorization in respect of all sub-processors as at the date of this Agreement. Rezatec shall make available to Customer a list of its current sub-processors on request and Customer may sign up to receive notifications of changes by Rezatec to its sub-processors to give Customer an opportunity to object to such change. Customer must notify Rezatec in the event that Customer does not agree to a proposed change within sixty (60) days of receiving a notification from Rezatec, specifying its grounds for such objection (acting reasonably). If Rezatec receives such an objection, then Rezatec may (at its option):

(i) cancel its plans to change the affected sub-processor;

(ii) offer an alternative which is acceptable to Customer; or

(iii) take corrective steps to remove the objection identified by Customer to Customer's reasonable satisfaction, after which Rezatec may proceed with appointing the relevant sub-processor.

If none of the above options resolves the objection, then without liability to Customer, Rezatec may terminate this Agreement by providing written notice with immediate effect.

14.4. Customer acknowledges that Rezatec is reliant on Customer for documented instructions as to the extent to which Rezatec is entitled to use and process any personal data, and Rezatec may process personal data only on documented instructions from controller, including for any transfers to a third country. Consequently, Rezatec will not be liable for any claim brought by a data subject arising from any action or omission by Rezatec, to the extent that such action or omission resulted directly from Customer's instructions.

15. CONFIDENTIALITY.

15.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:

(i) is or becomes publicly known other than through any act or omission of the receiving party;

(ii) was in the other party's lawful possession before the disclosure;

(iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

(iv) is independently developed by the receiving party, which independent development can be shown by written evidence.

15.2. Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party other than its employees, directors, affiliates', auditors or legal counsel or use the other party's Confidential Information for any purpose other than the implementation of this Agreement.

15.3. Each party may disclose the other party's Confidential Information in strict accordance with a judicial or other governmental order, provided that to the extent possible and legally permitted it gives the other party reasonable notice prior to such disclosure to allow the other party a reasonable opportunity to seek a protective order or equivalent.

15.4. Customer acknowledges the confidentiality of the terms and conditions of this Agreement and shall not disclose them to third parties (except Customer's auditors, legal counsel or third parties whose review is mandated by law) without the prior authorization of Rezatec in Writing.

16. TERM AND RENEWAL. This Agreement shall, unless otherwise terminated as provided in Section 17 (Termination), commence on the Effective Date and shall continue for the Initial Term. It shall then automatically renew for successive thirty-six (36) month periods (each such renewal period a "Renewal Term"). However, this Agreement may be terminated by either party at the end of the Initial Term or a Renewal Term provided that the terminating party provides notice of termination to the other party in Writing no less than sixty (60) days' prior to the end of the applicable Term.

17. TERMINATION.

17.1. Without prejudice to Rezatec's right to terminate this Agreement pursuant to clause 9.3, each party may terminate this Agreement at any time by giving notice in Writing to the other party if that other party commits a material breach of any term of this this Agreement and (if such breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified in Writing of the breach.

17.2. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may immediately terminate this Agreement, without liability to the other, in the event that an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or the other party ceases, or threatens to cease, to trade or conduct business in the normal course; is deemed unable to pay its debts; makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; a receiver is appointed of any of the other party's assets, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or avails itself of or becomes subject to any similar or analogous action or judicial or administrative proceeding in any jurisdiction in consequence of debt.

17.3. Upon termination of this Agreement for any reason: (i) all of Customer's rights and license to use the Data Products and the Portal will immediately terminate; (ii) Customer shall cease all activities authorized by this Agreement; and (iii) Customer shall immediately pay to Rezatec any sums due to Rezatec under this Agreement.

17.4. The parties acknowledge that Customer may, prior to the termination of this Agreement, extract the Data Products and store the Data Products following termination of this Agreement, solely and strictly for Customer's own internal

business continuity purposes.

17.5. The termination of this Agreement for any reason shall not extinguish or diminish Customer's obligation under Section 10 (Ownership) to maintain the confidentiality of the Portal and any other provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect including without limitation the following Sections: 1 (Definitions), 10 (Ownership), 12 (Disclaimer of Warranties), 13 (Limitation of Liability), 15 (Confidentiality), 17 (Termination), 21 (Governing Law and Jurisdiction), 22 (Severance), 23 (Variation), 25 (Third Party Rights), 26 (Dispute Resolution), 27 (Notices) and 30 (Entire Agreement).

18. FEES and PAYMENT.

18.1. Rezatec shall invoice Customer in advance for the Fees in respect of the Initial Term subject to the payment terms specified in the Order Form. No download or modelling functionality for use of the Data Products specified in the Order Form will be made without receipt of payment in full by Rezatec from Customer of the Fees for the Initial Term.

18.2. In respect of any Renewal Term, Rezatec shall invoice Customer annually in advance for each Renewal Term. The Fees in respect of each Renewal Term shall automatically increase from the Fees for the immediately preceding Initial Term or Renewal Term (as applicable) in line with the corresponding percentage increase in the Consumer Price Index for that period. However, Rezatec may (as an alternative) increase the Fees in respect of any Renewal Term (without reference to the Consumer Price Index) by giving Customer no less than ninety (90) days' notice in Writing, prior to the commencement of the applicable Renewal Term.

18.3. Customer shall pay Rezatec's invoices at net thirty (30) days.

18.4. All Fees are stated exclusive of Sales Tax which shall be payable by Customer in full at the prevailing rate.

18.5. All amounts due under this Agreement shall be paid by Customer to Rezatec in full without any set-off, counterclaim, deduction or withholding.

18.6. Without prejudice to its other rights and remedies, if Customer fails to pay any amounts to Rezatec when due:

(i) Customer shall pay interest on the overdue amount at a one and a half percent (1½%) monthly finance charge to be calculated on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. Customer shall pay the interest together with the overdue amount; and

(ii) Rezatec may suspend access to the Data Products and the Portal without liability to Customer.

19. SUBCONTRACTORS. Subject to Section 14.2, Customer acknowledges and agrees that Rezatec shall be authorized to sub-contract all or part of the provision of the Portal, provided that Rezatec shall require that any sub-contractor appointed under this Section complies with the terms of this Agreement and provides any sub-contracted services in accordance with the terms of this Agreement.

20. ASSIGNMENT. This Agreement is personal to Customer and neither this Agreement nor any of Customer's rights or duties hereunder shall be assigned, sublicensed, sold or otherwise transferred by Customer; provided, however, that either party may, without consent, assign this Agreement as a result of a merger or a sale of all or substantially all of the assets or stock of that party, or to a parent, subsidiary or affiliate as part of any internal reorganization provided such party assumes in Writing the terms and conditions of this Agreement (and all rights and obligations under it).

21. GOVERNING LAW AND JURISDICTION. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Kansas. Subject to Section 26 (Dispute Resolution), each party irrevocably agrees that the courts of the State of Kansas shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). The Parties agree that no provision of the Uniform Computer Information Transactions Act ("**UCITA**") is intended to apply to the interpretation of this Agreement, whether or not UCITA has been enacted in the applicable jurisdiction.

22. SEVERANCE. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the extent necessary so as to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

23. AMENDMENT. No amendment of or modification to or rescission, termination, or discharge of this Agreement shall be effective unless in Writing, identified as an amendment to or rescission, termination, or discharge of this Agreement, and signed by the parties (or their authorized representatives).

24. WAIVER. A waiver of any right or remedy under this Agreement or by law is only effective if given in Writing and shall not be deemed a waiver of any subsequent breach or default.

25. THIRD PARTY RIGHTS. A person who is not a party to this Agreement shall have no right to enforce any of its terms.

26. DISPUTE RESOLUTION. If any dispute arises in connection with this Agreement, the parties will first attempt to settle it by mediation. No party may commence any court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay. The parties shall share equally the costs of any mediation pursuant to this Section.

27. NOTICES.

27.1. Any notice given under or in connection with this Agreement shall be in Writing and sent to a party's address, fax number or email address as set out in the relevant section of the Order Form (or as notified in Writing from time to time). Notices shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the other party, or sent by fax or by email.

27.2. A notice shall be deemed to have been received if delivered by hand, at the time the notice is left at the proper address (or if delivery is not in Normal Business Hours, at 9 a.m. on the first Business Day following delivery), if sent by pre-paid first-class post or other next working day delivery, at 9 a.m. on the second Business Day after posting, or, if sent by fax or email, on the next Business Day after transmission.

27.3. This Section 27 does not apply to notices giving in legal proceedings.

28. EQUITABLE RELIEF. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Section 15 or, in the case of Customer, Section 3, Section 7, would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

29. FORCE MAJEURE. Rezatec shall have no liability to Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or incidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (other than involving the workforce of Rezatec), failure of a utility service or transport or telecommunications network or the internet, act of God, pandemic, epidemic, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that Customer is notified of such an event and its expected duration.

30. ENTIRE AGREEMENT. This Agreement contains the entire agreement and understanding of the parties and supersedes and extinguishes all prior agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the subject matter. Each party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not expressly set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

31. COUNTERPARTS. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement

32. MARKETING. Both parties agree to use respective company logo's on their respective websites and social medial channels. Both parties agree on or before the initial 6-month anniversary of the signed date of the agreement, to jointly write news and promotional material to use on their respective websites. Both parties agree to review and refresh these materials on an ongoing annual basis.

IN WITNESS WHEREOF, each party hereto has executed this Agreement as of the date first written above.

For and on behalf of Rezatec Global Inc.

Signed By: _____

Name: _____

Position: _____

Date: _____

For and on behalf of City of Garden City, Kansas

Signed By: _____

Name: _____

Position: _____

Date: _____

Rezatec

REZATEC DATA PRODUCTS ORDER FORM

This Rezatec Data Products Order Form (the "Order Form") is governed by the Rezatec Data Products and Portal Agreement Reference GARDENKS001 (**"Agreement"**) between Rezatec Global Inc., (**"Rezatec"**) and City of Garden City, Kansas, (**"Customer"**) effective on the Effective Date specified in such Agreement. This Order Form shall commence upon the Effective Date.

This Order Form shall commence upon the Effective Date and specifies the Area of Interest for which Data Products are ordered as well as payment terms and the initial term of the Agreement (the "**Initial Term**"). All capitalized terms not defined in this Order Form shall have the meaning given to them in the Agreement.

Appendix A specifies the Area of Interest for which Data Products are ordered. Appendix B specifies the data inputs required from the Customer to enable the delivery of the Data Products ordered.

ORDER DETAILS:

Customer Name:	City of Garden City, KS	**Billing Terms:**	
Customer Address:	301 N. 8th Street, Garden City, KS 67846	Effective Date:	The Effective Date as specified in the Data Products and Portal Agreement Reference GARDENKS001.
		Initial Term:	A period of 36 months from the Effective Date.
		Payment Frequency:	$33,334 invoiced on the Effective Date. $8,333 invoiced on the 1st anniversary of the Effective Date. $8,333 invoiced on the 2nd anniversary of the Effective Date.
		Payment Method:	Electronic Fund Transfer only.
Customer Contact:	Fred Jones	Payment Terms:	Net 30 days.
Phone:	+1 (620) 290-4401		
Email:	fred.jones@gardencityks.us	Customer Accounts Payable Contact:	TBC
		Email:	TBC
		Phone:	TBC

NOTICE DETAILS:

Customer: City of Garden City, KS		**Rezatec:** Treasurer	
Address:	301 N. 8th Street, Garden City, KS 67846	Address:	251 Little Falls Drive, Wilmington, New Castle

			County, Delaware, 19808, USA.
Email:	fred.jones@gardencityks.us	Email:	legal@rezatec.com
Fax Number:	+1 (620) 290-4401	Fax Number:	N/A

DATA PRODUCTS SUBSCRIPTION: – Data Products specifications:

Data Product	Description	Area of Interest	Price Ex-Sales Tax
Rezatec Pipeline Risk	The first Pipeline Risk delivery is a 3-year retrospective analysis delivered as a baseline model. Prior to the 1st anniversary of the Effective Date, an updated Rezatec Pipeline Risk model will be delivered. Prior to the 2nd anniversary of the Effective Data, an updated Rezatec Pipeline Risk model will be delivered. Rezatec Pipeline Risk provides a forward prediction for Likelihood of Failure (LoF), Consequence/Cost of Failure (CoF) and an overall pipeline Criticality Risk Score, highlighting the areas within the network most at risk. All these layers will be displayed in visual and tabular form, accessed via Rezatec's web-based platform portal.	City of Garden City, KS, Potable Water network of 178 miles (as defined in Appendix A).	USD $50,000
Total			USD $50,000

PORTAL SUBSCRIPTION TERMS – ACCESS TO PLATFORM, DATA PRODUCTS AND AUTHORISED USERS

Access to the Platform

Platform URL	https://platform.rezatec.com

Customer Data:

Customer Data	Description	Area of Interest	Delivery Date	Deliverables
GIS data & break history data (as defined in Appendix B).	As defined in Appendix B.	City of Garden City, KS, Potable Water network of 178 miles (as defined in Appendix A).	45 working days, following the client kick-off meeting.	As defined in proposal GARDENKS001. Accessed via Rezatec's web-based platform portal.

Authorised Users (add as required):

Users Names	User Role	Email Address:	Data Products Access
Fred Jones	Water Systems Resource Manager	fred.jones@gardencityks.us	Rezatec Pipeline Risk
Mike Muirhead	Director of Public Works & Utilities	mike.muirhead@gardencityks.us	Rezatec Pipeline Risk

DATA PROTECTION:

Scope of the processing:	Provision of the Data Products and Portal.	**Nature of the processing:**	Storing, collecting, and recording.
Purpose of the processing:	Provision of the Data products and Portal to the Customer.	**Duration of the processing:**	The duration of this Agreement.
Types of personal data:	Names and email addresses only.	**Categories of data subject:**	Authorised Users of the Portal.

ADDITIONAL TERMS:

1. This Order Form does not form a contract between Rezatec and the Customer until it has been signed on behalf of both Rezatec and the Customer (at which point a contract is formed). The Customer acknowledges and agrees that by signing this Order Form, it is accepting and agreeing to:
    - the content of this Order Form;
    - the terms and conditions of the Data Products and Portal Agreement Reference GARDENKS001 agreed between Rezatec and the Customer;

    all of which are made a part of this Order Form by reference as if fully stated within it.

2. Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is an Order Form, not an invoice.

3. Notwithstanding anything to the contrary, any terms and conditions in any purchase order or similar documents issued by Customer shall not apply.

4. The terms of this Order Form are based on the completion and return to Rezatec of this Order Form on or before 23rd February, 2024.

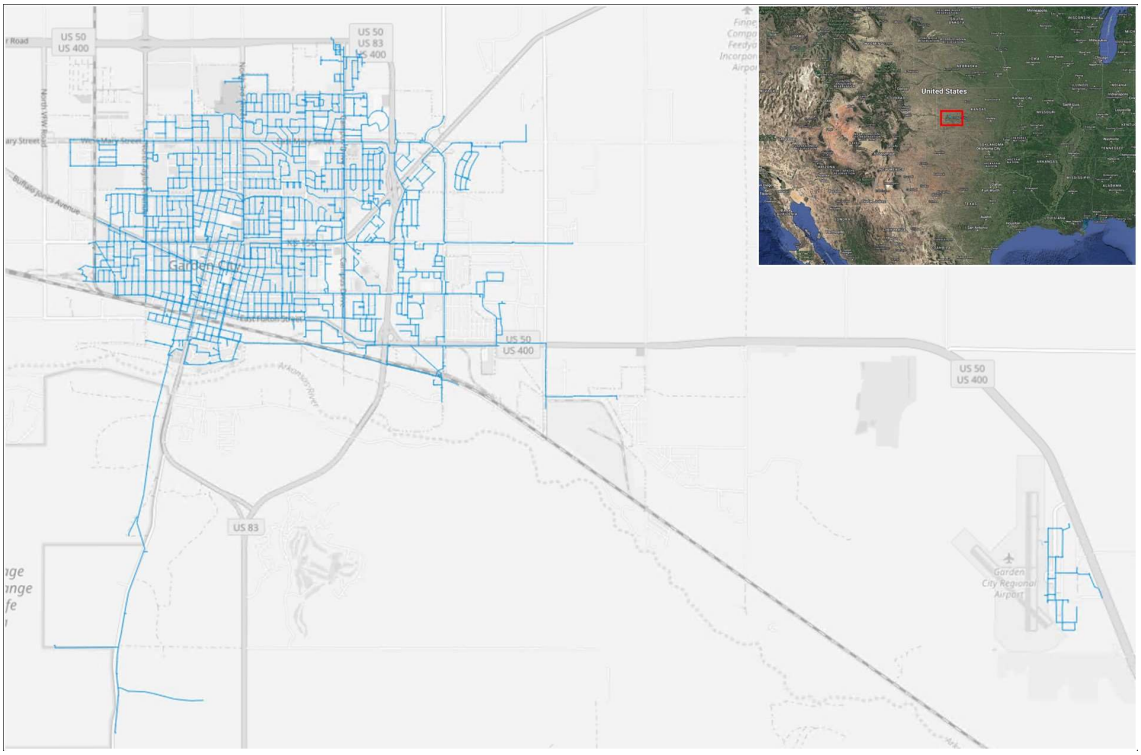
The individuals signing below represent that they have the authority to execute this Order Form on behalf of Customer or Rezatec:

REZATEC GLOBAL, INC.:	**CITY OF GARDEN CITY, KANSAS:**
Signature:	Signature:
.....	.....
Print name:	Print name:
.....	.....
Title:	Title:
…….	…….
Date:	Date:
.....	.....

Appendix A

Area of Interest

Mapped AOI from City of Garden City, Kansas Potable Water Network Data (178 miles).



Appendix B

Required Data Inputs from Customer

Data Product Formats

Rezatec has an established data processing architecture that will pre-process data for the whole area of interest. All Data Product outputs are delivered through Rezatec's online Geospatial platform. Raster and vector layers can be made available for download in a range of GIS formats at the client's request.

Tabular analyses can be made available for download in CSV or other database formats for use in the client's business activities.

Data Requirement

To deliver the agreed data products to the client there is a collaborative requirement for inputs from the client, including the acquisition and provision of existing datasets. Key information requirements include:

1. **Earth Observation Data:** Rezatec will acquire all required satellite Earth Observation datasets. If the customer has additional commercial satellite, aerial or LiDAR data available Rezatec can integrate this.

2. **Environmental Data:** Rezatec has a standard library of data sources for assessing existing ground conditions including analysis of geology, soils, slope, and weather. If the customer has specific local data for any of these parameters that are not publicly available Rezatec can integrate this.

3. **Asset Properties:** The customer is responsible for providing all available information about the pipeline network and details of historic incidents that have occurred, if possible, including the years immediately prior to the required period of risk forecast. The lists below summarise the minimum requirements to be able to apply the approach and other desirable attributes to enhance the model predictions.

Pipeline Network

Minimum Requirement: Accurate pipeline locations (GIS polyline format) Desirable Attributes: Pipe diameter, length, age, material, pressure, depth, and slope. Any additional spatial data for the network is also valuable for classifying pipeline sections (e.g., locations of valves, meters, hydrants, outflows etc.).

Historic Incidents

Minimum Requirement: Incident locations (GIS point format). Desirable Attributes: Incident type (leak, collapse, etc.), date (reported and repaired), and leakage rate.

All data provided by the customer should be provided with accompanying metadata that explains any named attributes and coded values (e.g., material types).

GARDEN CITY
KANSAS

MEMORANDUM

TO:	Governing Body
THRU:	Matthew C. Allen, City Manager
FROM:	Danielle B. Burke, Assistant City Manager
DATE:	February 20, 2024
RE:	Interim Agreement for Lost River Development

ISSUE:

The Governing Body is asked to consider and approve an interim agreement between, WVG Investments, LLC, Speer Construction, Inc., and the City for work to be completed at Lost River Development.

BACKGROUND:

In 2021 the City entered into a Development Agreement with WVG Investments, LLC to develop housing using the Reinvestment Housing Incentive District (RHID) tool for Phase 1 of Lost River.

That development is in the process of being sold to Speer Construction, Inc. for completion of Phase I and any future developments on the remaining site. Both parties, in addition to the City, have an interest in moving the project forward in a timely manner. As a result, a interim agreement has been drafted to allow for site work to proceed along with curb and gutter installation.

Once the property closes, the City will enter into a full development agreement with the new property owners (Speer Construction, Inc.) using our standard process. This interim agreement helps guide the parties through this transition phase to keep the project moving forward. All the terms of the agreement align with current Subdivision Regulations.

ALTERNATIVES:

1. The Governing Body may approve the interim agreement between, WVG Investments, LLC, Speer Construction, Inc., and the City for work to be completed at Lost River Development.
2. The Governing Body may not approve the interim agreement between, WVG Investments, LLC, Speer Construction, Inc., and the City for work to be completed at Lost River Development.
3. The Governing Body may provide alternative direction.

RECOMMENDATION:

Staff recommends the Governing Body approve the interim agreement between, WVG Investments, LLC, Speer Construction, Inc., and the City for work to be completed at Lost River Development.

FISCAL NOTE:

There is no fiscal impact.

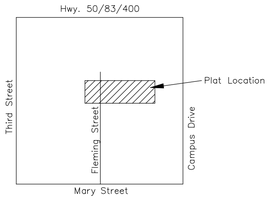
ATTACHMENTS:

Description	Upload Date	Type
Map	2/15/2024	Backup Material
Final Plat - Phase 1	2/15/2024	Backup Material

Lost River Addition Residential Development
Lost River Addition - Phase One
PRAIRIE VIEW DR
LOST RIVER DR
E SHORTGRASS ST
EAGLE DR
YELLOWSTAR ST
N CAMPUS DR
PIONEER RD
ST JAMES PL
WINDMILL DR
CLIFF PL
LONG BLVD
SQUIRE PL
HARVEST LN
FLEMING ST
SUNDANCE CIR
WINDY VIEW DR
TEXAS ST
N
400 200 0 400
Feet

LOST RIVER ADDITION - PHASE ONE

In the E/2 of Section 5, T24S, R32W, Garden City, Finney County, KS.



VICINITY MAP
N.T.S.

CURVE TABLE					
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	49°22'14"	20.00'	17.23'	16.71'	N 67°23'24" E
C2	82°59'56"	53.00'	76.78'	70.24'	N 84°12'15" E
C3	63°53'59"	53.00'	59.11'	56.09'	S 22°20'47" E
C4	43°28'00"	53.00'	40.21'	39.25'	S 31°20'12" W
C5	88°26'54"	53.00'	81.82'	73.93'	N 82°42'21" W
C6	49°26'34"	20.00'	17.26'	16.73'	N 63°12'11" W
C7	49°24'24"	20.00'	17.25'	16.72'	S 64°18'21" E
C8	64°02'44"	53.00'	59.24'	56.21'	S 71°37'31" E
C9	41°28'45"	53.00'	38.37'	37.54'	N 55°36'45" E
C10	62°50'05"	53.00'	58.12'	55.25'	N 03°27'19" E
C11	44°39'05"	53.00'	41.30'	40.27'	N 50°17'16" W
C12	65°48'09"	53.00'	60.87'	57.58'	S 74°29'07" W
C13	49°24'24"	20.00'	17.25'	16.72'	S 66°17'15" W

LEGEND
- ○ Found Monument
- ◎ Found 5/8" R-bar, Wilson & Co.
- ● Set 1/2" x 24" R-bar & "CPS CLS292" cap
- R Record Measurement – Plats & Deeds
- 0.00' Measured = M
- PUE Public Utility Easement
- OU Origin Unknown

KANSAS STATE PLANE COORDINATE SYSTEM SOUTH ZONE NAD 1983 IS BASIS OF BEARING

SCALE 0 – 60'

PLAT LEGAL DESCRIPTION:

A Tract of Land in the East Half of Section 5, Township 24 South, Range 32 West of the 6th P.M., Garden City, Finney County, Kansas more particularly described as follows:

Commencing at the Center corner of said Section 5 being a found 1/2" R-bar, CPS;
thence North 00°58'22" East on the West line of the Northeast Quarter of said Section 5 a distance of 32.71 feet to the Point of Beginning being a found 5/8" R-bar, Wilson;
thence continuing North 00°58'22" East on said West line a distance of 274.63 feet to a set 1/2" R-bar, CPS cap typical;
thence South 87°55'29" East a distance of 694.09 feet to a set 1/2" R-bar;
thence South 88°40'27" East a distance of 655.07 feet to a set 1/2" R-bar;
thence North 82°17'01" East a distance of 60.70 feet to a set 1/2" R-bar;
thence South 88°28'22" East a distance of 373.62 feet to a set 1/2" R-bar;
thence South 15°10'31" West a distance of 20.58 feet to a found 5/8" R-bar, origin unknown;
thence South 01°46'01" West on the West line of the Church of Christ Tract a distance of 309.31 feet to a found 5/8" R-bar, Wilson;
thence North 88°15'24" West on the North line of the City's Walking Path Tract a distance of 424.41 feet to a found 5/8" R-bar, Wilson;
thence South 84°44'07" West on said North line a distance of 84.11 feet to a found 5/8" R-bar, Wilson;
thence North 87°55'09" West on said North line a distance of 1,245.54 feet to a set 1/2" R-bar;
thence North 00°58'22" East a distance of 45.51 feet to a set 1/2" R-bar;
thence North 88°15'09" West on said North line a distance of 20.00 feet to the Point of Beginning, containing 13.2 acres, more or less.

GENERAL NOTES
1. Only known improvements, utilities, and easements are shown.
2. This survey does not certify to ownership.
3. Plat Zone is R-1. Building Setback are per the latest Subdivision Zoning Regulations.
4. All house fronts will face the narrowest lot frontage.
5. Latest Field Work was on 19 March, 2021.

Boundary Closure Information:
Closure Error Distance =0.002'
Error Bearing = N 13°40'10" E
Closure Precision = 1 in 1,799,096

SURVEYOR'S CERTIFICATION

This is to certify to the best of my knowledge that the survey of the described land division is accurately represented on this plat.

KEN PARKS LICENSED LS-1289 KANSAS LAND SURVEYOR

Ken Parks, PS No. 1289

COUNTY REVIEW SURVEYOR'S CERTIFICATION

I, hereby certify, that this survey plat was reviewed by me and that it is in compliance with K.S.A. 58-2005 and the Kansas Minimum Standards for Boundary Surveys.

David J. Matthews Licensed LS-1114 Kansas Land Surveyor

David J. Matthews

OWNER'S CONSENT AND DEDICATIONS

KNOW ALL MEN BY THESE PRESENTS that I, the undersigned, being the sole proprietor and owner of the land included within the plat shown hereon, am the only person whose consent is necessary to pass clear title to said land and I hereby consent to the making and recording of said plat. The public Right of Ways and Easements and Tract A are hereby dedicated to the public for such public uses.

IN WITNESS WHEREOF these consent and dedications are executed this day of , 2021.

Danny Weipert .
WVG Investments, LLC

State of Kansas ss.
Finney County

These consents and dedications were acknowledged before me, the undersigned officer, by Danny Weipert, WVG Investments, LLC this day of , 2021.

Notary Public

HOLCOMB/GARDEN CITY/FINNEY COUNTY AREA PLANNING COMMISSION

State of Kansas ss.
Finney County

This plat has been reviewed and is hereby approved this day of , 2021.

Vicki M. Germann, Chairman

Carol Davidson, Secretary

THE CITY OF GARDEN CITY, KANSAS

State of Kansas ss.
Finney County

The public right of ways and easements and Tract A are accepted by the Governing Body of the City of Garden City, Kansas, as shown on this plat, and are hereby dedicated this day of , 2021.

Roy Cessna, Mayor

Attest: Celyn N. Hurtado, City Clerk

CORNERSTONE Professional Services, Inc.
1555 North Shore Circle
Garden City, KS. 67846
2238
09 June, 2021
620-272-7592

Copyrighted

GARDEN CITY
KANSAS

MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Daunte Thompson, Planner
DATE: February 20, 2024
RE: 2024 Community Grant Recommendations

ISSUE:
The Governing Body is asked to consider and approve the distribution of Community Grant Funds as recommended by the Community Health Advisory Board (CHAB).

BACKGROUND:
In 2019, the Community Health and Advisory Board (CHAB) was tasked with administering the Community Grant. Guidelines and applications were published to the City's website on December 11, 2023 and open for submissions through January 26, 2024, giving agencies six business weeks to complete the application. Thirteen agencies submitted applications for the 2024 Community Grant with requests totaling $87,250. The City Commission authorized $31,500 in the Fiscal Year 2024 Budget for the Community Grant. On February 13, 2024, the CHAB met during it's regularly scheduled meeting to review applications and recommends awarding $31,500 to the following agencies:

Agency	**Amount Requested**	**Amount Recommended**
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
Total	**$87,250.00**	**$31,500.00**

All applications received are attached.

CHAB recommended the Tumbleweed Festival be redirected to the Art Grant. When creating the Art Grant on December 4, 2012, the Governing Body established (by Commission action, not by Resolution) new Community Grant program guidelines that deemed applicants ineligible for the Community Grant if they were eligible for AFAC Grant or Art Grant. These eligibility guidelines are made known during the grant application.

ALTERNATIVES:

1. The Governing Body may approve CHAB's recommendation to award $31,500.00 in Community Grant Funds to six agencies as outlined in this memo.
2. The Governing body may not approve CHAB's recommendation to award $31,500 in Community Grant funds to six agencies as outlined in the memo.
3. The Governing Body may provide staff alternative direction

RECOMMENDATION:

The Community Health Advisory Board recommends the Governing Body approve CHAB's recommendation to award $31,500 in Community Grant funds to six agencies as outlined in the memo.

FISCAL NOTE:

If approved, $31,500 would awarded from Fund 001-171-6165 "Social Funding."

ATTACHMENTS:

Description	Upload Date	Type
Aim to Inspire Application	2/14/2024	Backup Material
Family Crisis Services Application	2/14/2024	Backup Material
Faith's Friends Application	2/14/2024	Backup Material
Finney County Committee on Aging Application	2/14/2024	Backup Material
Garden City Nets Application	2/14/2024	Backup Material
Jana Brown & Caitlin Sotelo Application	2/14/2024	Backup Material
Kansas Children's Service League Application	2/14/2024	Backup Material
LHEAT Application	2/14/2024	Backup Material
Little Leaders of GCK Application	2/14/2024	Backup Material
Red Dog Children's Museum Application	2/14/2024	Backup Material
Skill LLC Application	2/14/2024	Backup Material
Tumbleweed Festival Application	2/14/2024	Backup Material
Western Kansas Coalition for First Responders Application	2/14/2024	Backup Material

City of Garden City 2024 Community Grant
Application to Request Funds

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

Agency Name: Primary Contact Name: Address: Phone Number: Email Address:	Aim to Inspire Meliorism LLC Brittany Martin 1901 Chesterfield St. Garden City Ks 67846 620-521-2333 Brittany@aimtoinspire.net
The project or program for which you are requesting funds.	Family Resource Fair
Requested Amount of Funding	$4000
How will the funds being requested be used to support the proposed program/project?	The funds will be utilized to provide food for those in attendance of the resource fair. This was a great way to provide a food insecurity resource at the event. The resource fair will also have a help center with translators and the ability to compensate for those services would be beneficial. This year I would like to purchase a Timekettle that serves as a translation tool. This will help cover languages of individuals we are not able to get an in person translator for. The purchase of glow in the dark items for children as they walk with parents around the park. Marketing materials and flier printing to advertise the event on a larger scale. We also need to rent tables and chairs for people to sit while they eat their meal.
Please identify the goal(s) of the program/project.	The goal is to aim to inspire meliorism. This event is aimed at providing resources in a central location to better our community. This event is inclusive, thoughtful, fun, and family friendly. This is a day for a central location with agencies on site to assist families in obtaining services. Individuals can come to the resource fair and enjoy quality time with family and community partners. The project is also aiming to remove barriers for some community members in accessing services. This is also a great opportunity to encompass physical activity as they walk around the park. The Family Resource Fair is open to churches, businesses, agencies, non- profits, and individuals. The goal of the help center is to provide translators on site for families to have an opportunity to receive assistance with services. This is a great opportunity for new arrivals to the community as well to learn about the resources provided locally. The Family Resource Fair is not only open to Finney County but the Southwest Kansas cities as well. Several agencies also used this opportunity as a workforce recruitment. The theme last year was “Highlighting Wellbeing”. The theme this year will be “Highlighting Resilience”.
Is this a one-time program or project? If no, please explain plans for funding in future years.	No, this is an annual event. In the future co- hosting sponsorships may be offered. A fee for a booth spot may be considered or advertising on the flier. Fundraising and direct donation requests will also be considered. Fundraising and soliciting sponsorship has already begun. Booth participants in the past provided a monetary donation or a gift basket donation as a booth fee and to help support the event.

Please identify other contributors (those already committed and those targeted) to your program or project.	The event had over 40 booth tables and organization involvement. This year the goal is 45 booth participants. This is the max at this time. Please see attached participant list for 2023.
Please estimate the number of people served and/or the direct impact of this program or project.	The first year 2022 the event saw 235 people who were under the age of 18 along with 177 people that were over the age of 18. This number does not include those who manned the booths and volunteered the day of the event. The number of attendees including booth participants was around 312 individuals in 2023. The weather was an obstacle as the winds were high and it was a chilly day. The goal is over 500 people with additional marketing. I also believe this is possible now that the community knows what to expect from this event.
Please explain your implementation plan.	1. Secure Harold Long Park for event 2. Research an indoor alternate location in case of bad weather 3. Begin announcing planning will begin to community partners. 4. Update previous registration form from last year and send it to previous participants. 5. Contact Garden City Community College for volunteers and other organizations. 6. Contact local media outlets and share to social media. 7. Locate translators and collaborate with public library for the help center technology. 8. Locate a food vendor or someone to oversee this portion. 9. Purchase items needed for the event. 10. Booth participants are responsible for their own table, chairs, and resource materials. 11. Host the Family Resource Fair and enjoy the event. 12. Follow up with a survey on future suggestions or improvements.
Please outline the program or project timeline including an estimated start date, end date, and project length.	Planning and implementation will begin in May 2024. Acceptance/ recruitment of booth participants will begin July 2024 and end September 30th, 2024. The event will take place in October 2024.

Total itemized budget for program/project:

Itemized Category (i.e. personnel, benefits, etc.)	**Amount**
Food	$2500
Marketing material	$500

Tables and Chairs	$70
Translators	3*50 = $150
Glow in the Dark items	$1000
Timekettle	$420
Total:	**$4,640**

City of Garden City 2023 Community Grant
Application to Request Funds

Goals

The goals of the Community Grant program are to systematically award funds to persons or organizations that undertake a project or begin a program which has a community wide benefit or a significant benefit to a targeted segment of the population. The Community Grant is also intended to award money for projects or programs that would not customarily be funded through the annual City Budget but serve to meet the identified goals and objectives of the City.

On the following pages, you will find a copy of the adopted goals of the Garden City Commission. These are identified preferences for the coming grant cycle; however, applications will not be disqualified if they do not directly address these goals.

Eligible Applicants

Any person, civic group, not-for-profit agency or private entity will be considered for receiving funds, except for those applications that qualify for AFAC funds (which are City-awarded annual grants for programs that are related to drug and alcohol prevention,) those applications that are eligible for City of Garden City Arts Grant funds, and those applicants which have the ability to levy tax. Please note that, while individuals and organizations outside of Garden City and Finney County may apply, preference is given to local applicants.

Applicants cannot receive Communit Grant funds for more than two consecutive years. If you received funding in 2021 and 2022, you will not be eligible again until 2024.

How to Apply/Request Funds

Provide the Community Grant Selection Committee with a narrative that includes all of the following information. **Incomplete applications will not be accepted**.

1. The name of the applicant.
2. Contact information including a phone number, email address, and mailing address.
3. The project or program for which you are requesting funds.
4. The amount of money requested.
5. An itemized budget of the project or program.
6. The specific use of the money requested as it relates to your entire project or program.
7. Identify the goal of the project or program.
8. Explain if this is a one-time project or program. If it is not, explain plans for funding in future years.
9. Identify other contributors (those already committed and those targeted) to your project or program.
10. Estimate the number of people served and/or the direct impact of this project or program.
11. Please explain your implementation plan.
12. A project timeline including an estimated start date, end date, and project length.

13. For construction projects: include a list of at least three firms that have bid to work on the project or an explanation of why the project must be sole source. All firms must be licensed contractors.

Due Date

Applications must be submitted electronically by 4:00 p.m., **January 27, 2023** to Danielle Burke at Danielle.Burke@gardencityks.us. All applicants will receive a verification email that the application has been received. Additionally, please mail or hand-deliver to:

Danielle Burke, Assistant City Manager
301 N. 8th
PO Box 998
Garden City, KS 67846

Funding

The City Commission has identified a total of $31,500 in the 2023 Budget to fund the Community Grant Program that will be awarded through a competitive application process.

Reporting

Grant recipients will be invited to provide an update detailing the program's progress to the Board in late 2023. These will be approximately 5-10 minutes for each successful applicant.

Gardendale Dr.

1. AIM
2. CarePortal
3. United Presbyterian Church
4. Compass
5. Mary Karlin (little library)
6. KCSL
7. USD 457
8. Catholic Charities
9. Parent As Teachers

Walnut St.

10. GCFD
11. Real Men Real Leaders
12. Turning Point Nazarene Church
13. St. Francis
14. ABC Pregnancy Care Center
15. Department for Children and Families
16. KDHE- Bricia
17. Finney Co Health Dept/ WIC

Evan St.

18. Accelacare
19. Genesis
20. City on a Hill
21. Salvation Army
22. Law Enforcement Dept
23. Youth Services
24. Family Crisis
25. Finney County Library
26. Dreamz Daycare Center
27. Childcare Aware
28. RCDC

Spruce St.

29. Fellowship Baptist Church
30. Cricket Wireless
31. American Family Insurance – Sonya Castillo
32. Tyson (Immigrant connection, Blue Health Clinic)
33. GCCCA
34. GCCC
35. Empirical
36. Mexican Fiesta Pageant
37. La Ke Buena Radio

City of Garden City 2024 Community Grant
Application to Request Funds

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

Agency Name: Primary Contact Name: Address: Phone Number: Email Address:	Family Crisis Services Jennifer Gigot 106 W Fulton Ave 6202752018 Finance@fcsks.org
The project or program for which you are requesting funds.	Office Furniture
Requested Amount of Funding	$6000.00
How will the funds being requested be used to support the proposed program/project?	Funds will be used to purchase new partitions for privacy in our office. Total projected amount is $19,978.15
Please identify the goal(s) of the program/project.	The goal of the project is to gain back privacy for our clients in need. During the summer of 2023, Family Crisis Services office was flooded due to large amounts of rain. We had to completely remodel our entire office. During the flood, we lost the majority of our office furniture due to mold, water stains, and many items just being a total loss. Purchasing these partitions will allow us to give our advocates an office to take victims to when they come in and are actively fleeing a domestic violence or sexual assault situation. During these times, the victim is scared and providing them privacy is one way we can help them feel safe and secure in our office.
Is this a one-time program or project? If no, please explain plans for funding in future years.	This will be a one time project.
Please identify other anticipated funding sources (those already committed and those targeted) to your program or project.	Family Crisis Services has put together a “Building Fund” to assist in the purchase of new items that we lost in the flood. Our Advocates have really taken time out of their work schedule to hit the community and raise funds for this building fund. In total, our advocates have raised $1,748.00 to assist in purchasing the much needed office furniture that we lost in the flood. We also received a grant from FINNUP Foundation in the amount of $12,000.00 It was requested that we use this grant to order desks for and partitions for 2 of our office advocates. The requested $6,000.00 would allow us to purchase partitions for our other two remaining advocates and complete our office remodel.

Please estimate the number of people served and/or the direct impact of this program or project.	From January 1st, 2023 to December 31st, 2023 Our advocates were able to see a total of 191 clients. To those 191 Clients, Family Crisis Services was able to offer 4,348 Services to those in need.
Please explain your implementation plan.	Family Crisis Serivces works closely with Key Office Products and has already received an estimate for the items we have requested. Once funds would be received, we would move forward with the purchase of the partitions and wait for them to arrive. Once the partitions arrive at Key Office, their staff will bring them and install them for us.
Please outline the program or project timeline including an estimated start date, end date, and project length.	We have already asked for an estimate for partitions from Key Office Products. Once funds were to be received, we would move forward with the purchase and wait for the partitions to arrive. Once they arrive, Key Office Solutions will install the partitions. Estimated End date for project would be March 31st, 2024.

Total itemized budget for program/project:

Itemized Category (i.e. personnel, benefits, etc.)	**Amount**
2 way Connector 66” H Charcoal x 4	$194.60
66” H Fabric Panel 66” H x 36” W x 2	$431.90
66” H Fabric Panel 66” H x 48” W x 2	$527.80
66 “ H Fabric Panel 66” H x 60” W x 2	$614.60
66 “ H Fabric Panel 66” H x 66” W x 1	$327.25
66” H Fabric Panel 66” H x 72” W x 3	$1,090.95
66” End Cap Charcoal x2	$34.30
Wall Mount Kit 66” Charcoal x 3	$149.10
46” x 60” Rectangle Beveled Edge Supermat x 2	$286.44
Desk Shell 71x36 x 1, 60x30 x 2	$655.55
Hanging Pedestal x 3	$515.55
Return Reversable x 3	$540.75
Dual Monitor Arm x 1	$371.40
Total:	**$5,739.19**

City of Garden City 2024 Community Grant
Application to Request Funds

Goals

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On the following pages, you will find a copy of the adopted goals of the Garden City Commission. These are identified preferences for the coming grant cycle; however, applications will not be disqualified if they do not directly address these goals.

Eligible Applicants

Any person, civic group, not-for-profit agency or private entity will be considered for receiving funds, except for those applications that qualify for AFAC funds (which are City-awarded annual grants for programs that are related to drug and alcohol prevention,) those applications that are eligible for City of Garden City Arts Grant funds, and those applicants which have the ability to levy tax. Please note that, while individuals and organizations outside of Garden City and Finney County may apply, preference is given to local applicants.

Applicants cannot receive Communit Grant funds for more than two consecutive years. If you received funding in 2022 and 2023, you will not be eligible again until 2025.

How to Apply/Request Funds

Provide the Community Grant Selection Committee with a narrative that includes all of the following information. **Incomplete applications will not be accepted**.

1. The name of the applicant.
2. Contact information including a phone number, email address, and mailing address.
3. The project or program for which you are requesting funds.
4. The amount of money requested.
5. An itemized budget of the project or program.
6. The specific use of the money requested as it relates to your entire project or program.
7. Identify the goal of the project or program.
8. Explain if this is a one-time project or program. If it is not, explain plans for funding in future years.
9. Identify other contributors (those already committed and those targeted) to your project or program.
10. Estimate the number of people served and/or the direct impact of this project or program.
11. Please explain your implementation plan.
12. A project timeline including an estimated start date, end date, and project length.

13. For construction projects: include a list of at least three firms that have bid to work on the project or an explanation of why the project must be sole source. All firms must be licensed contractors.

Due Date

Applications must be submitted electronically by 4:00 p.m., **January 26, 2024** to Danielle Burke at Danielle.Burke@gardencityks.us. All applicants will receive a verification email that the application has been received. Additionally, please mail or hand-deliver to:

Danielle Burke, Assistant City Manager
301 N. 8th
PO Box 998
Garden City, KS 67846

Funding

The City Commission has identified a total of $31,500 in the 2024 Budget to fund the Community Grant Program that will be awarded through a competitive application process.

Reporting

Grant recipients will be required to submit a report indicating how funds were utilized and be invited to provide an update detailing the program's progress to the Board in late 2024. These will be approximately 5-10 minutes for each successful applicant.

City of Garden City 2024 Community Grant
Application to Request Funds

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

Agency Name: Primary Contact Name: Address: Phone Number: Email Address:	Faith's Friends Shannon Ulrich 2005 A St Garden City, Ks. 67846 620-640-6287 Faiths_Friends@hotmail.com
The project or program for which you are requesting funds.	Pregnancy and Infant Loss Awareness program
Requested Amount of Funding	$4,300
How will the funds being requested be used to support the proposed program/project?	Continue promoting Pregnancy and Infant Loss Awareness to our community through events such as the Wave of Light Memorial Celebration, a Bereaved Mother's Day brunch to loss moms in Finney County, and provide memorial boxes to loss parents.
Please identify the goal(s) of the program/project.	To bring loss parents together to promote healing and increase Pregnancy and Infant Loss Awareness to our community. To Offer support to families, and spread love, hope, and kindness.
Is this a one-time program or project? If no, please explain plans for funding in future years.	Continuous project. We have been funding our own projects for the last 7 years with help through the Community breastfeeding Coalition, friends, and family. We are looking at applying for our 501c3, continuous fundraising, and any grants we are able to apply for until we receive our non-profit status.
Please identify other anticipated funding sources (those already committed and those targeted) to your program or project.	Yearly fundraising/donations from friends, family, and word of mouth. Partnering with the Community Breastfeeding Coalition, and new fundraising opportunities
Please estimate the number of people served and/or the direct impact of this program or project.	Over the past 7 years we have serviced 280 Families, 4 non-profits, 2 hospitals, 5 years of Wave of Light Memorial Celebrations in-person and virtual, over 800 babies honored
Please explain your implementation plan.	Faith's Friends aims to honor and support parents who have experienced loss. Through annual events where grieving parents can come together to connect with others, share stories, and promote pregnancy and infant loss awareness. This year it is our goal to promote healing through a Bereaved Mother's Day brunch, our annual Wave of Light Memorial Celebration, and our Early Childhood outreach program. We also continue to provide

	memorial boxes to families who suffer the immeasurable heartbreak of Pregnancy and Infant loss, no matter the gestation. We are able to measure our success by continuing to reach others and build participation through advertising and word of mouth.
Please outline the program or project timeline including an estimated start date, end date, and project length.	Child loss happens any time, so projects and support are given throughout the year, each year. Specific dates for this years planned projects are; Bereaved Mother's day Brunch May 5. Backpack donation for kids turning 3 and transitioning from Part C infant toddler services to part B special education in August. Wave of Light is October 15 annually. We have no end date in sight as Pregnancy and Infant Loss awareness is a continuous project each year in order to help others heal and hope for the future.

Total itemized budget for program/project:

Itemized Category (i.e. personnel, benefits, etc.)	**Amount**
Continuous Support Services	550
Childhood outreach	1500
Materials and supplies	1200
Publications/ Advertising	450
Food/Drink	600
Facilities	In-kind
Total:	**$4300**

City of Garden City 2024 Community Grant
Application to Request Funds

Goals

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Eligible Applicants

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How to Apply/Request Funds

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6. The specific use of the money requested as it relates to your entire project or program.
7. Identify the goal of the project or program.
8. Explain if this is a one-time project or program. If it is not, explain plans for funding in future years.
9. Identify other contributors (those already committed and those targeted) to your project or program.
10. Estimate the number of people served and/or the direct impact of this project or program.
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12. A project timeline including an estimated start date, end date, and project length.

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Funding

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Reporting

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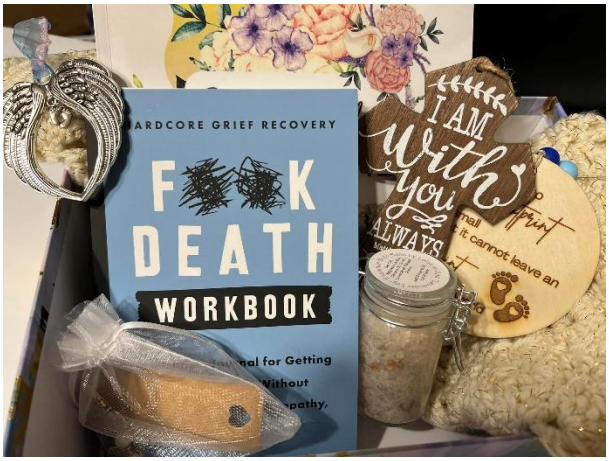
KCSL 2023

RCDC 2023

Kearny County Hospital 2017

Finney County Library 2022



Stillbirth Memorial Box

Miscarriage Memorial Box

Speaking to City Commissioners

The Garden City Telegram Friday, August 28, 2020 A3

GREATPLAINS

Faith's Friends donates school supplies

Special to Gannett Kansas

GARDEN CITY — For the second year in a row, the Russell Child Development Center received backpacks full of school supplies from Faith's Friends. These backpacks will be given to children transitioning from RCDC programs so they can have a fresh start for their schooling this year.

Faith's Friends began in 2016 after the death of Shannon Ulrich's daughter, Faith.

"On Aug. 29, 2016, our daughter, Faith Nellie, was stillborn. When she died I promised not to let her be forgotten," Ulrich said. "I wanted to bring awareness of pregnancy and infant loss, and to spread love, hope, and kindness to others, so I started Faith's Friends. Each year for Faith's 'angelversary' we choose an organization in the community that can help us achieve that."

This year, Ulrich and Faith's Friends chose to donate 30 backpacks full of preschool supplies, as well as many early childhood education toys, that can be used and later given to children in the 19-county service area.

"We chose RCDC because we knew they would be able to help many children," Ulrich said. "Children from birth to age 5 in every program they offer could benefit in honor of Faith. It brings us so much happiness and healing to be able to partner with different organizations each year. Thank you RCDC for partnering with us this year and keeping Faith's memory alive."

RCDC staff welcomed the Ulrich family into the new facility to accept the donation and hear their story earlier this week. Early Intervention Program director David DeLoach said he was excited about the partnership with Faith's Friends.

"RCDC is fortunate to have families contribute to the children in our community," DeLoach said. "These backpacks are greatly needed and appreciated. Thank you to the Ulrich family for their generosity."

More information on Faith's Friends and the Angelversary can be found on their Facebook page, facebook.com/FaithNellie.

Other opportunities to support RCDC can be found at rcdc4kids.org/ways-to-give or by contacting Scott Kedrowski, RCDC special initiatives director.

Russell Child Development Center is a community-based nonprofit organization and is the umbrella agency for early childhood programs in 19 southwest Kansas counties.

Faith's Friends joined with Russell Child Development Center, the umbrella agency for early childhood programs in 19 southwest Kansas counties, to provide young children with backpacks and school supplies. (SUBMITTED)

First Annual Wave of Light

Family Crisis Center 2017

City of Garden City 2024 Community Grant
Application to Request Funds

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

Agency Name: Primary Contact Name: Address: Phone Number: Email Address:	Finney County Committee on Aging, Inc. Maria Murray 907 N. 10th St. Garden City KS 67846 620-272-3620 mmurray@finneycounty.org
The project or program for which you are requesting funds.	Meals on Wheels
Requested Amount of Funding	$10,000.00
How will the funds being requested be used to support the proposed program/project?	Funds will be used to expand our outreach effort to our underserved clients.
Please identify the goal(s) of the program/project.	Our goal is to enhance the nutritional health of the homebound and to offer free meals for the high-risk homebound individuals with very low food security. Meal on Wheels not only provides a meal but also independence by helping clients remain in their homes longer and a safety check, which ensures they are well and safe.
Is this a one-time program or project? If no, please explain plans for funding in future years.	Meals on Wheels is a continuous program that relies on grants, endowments, and donations.
Please identify other anticipated funding sources (those already committed and those targeted) to your program or project.	United Way, Mil Levy, Finnup, Mary Jo Williams, Annual Fundraising
Please estimate the number of people served and/or the direct impact of this program or project.	Our goal is to provide 30,000 meals. Meals on Wheels aims to provide clients with hot, nutritious meals regardless of if they can pay. In 2023, 25,036 meals were delivered throughout the community.

Please explain your implementation plan.	A referral from a physician and an application are required. Qualified applicants will be placed on the program based on the date of their referral. If a waitlist exists, referrals are listed Priority 1 (acute medical need) or Priority 2 by date received. As openings become available, an assessment will be made to ensure that the next applicant on the waitlist meets the qualifications.
Please outline the program or project timeline including an estimated start date, end date, and project length.	The program operates on a January 01 – December 31 budget. Meals on Wheels is a continuous need program.

Total itemized budget for program/project:

Itemized Category (i.e. personnel, benefits, etc.)	**Amount**
Salaries/Benefits/Payroll Taxes/Training	80,940.00
Vehicle Insurance/Gas/repairs	10,800.00
Supplies//Utilities/Advertising	7,475.00
Meals/Meal Supplies	163,328.00
Total:	**$263,443.00**

The Garden City Nets, Youth Basketball Club
C/O Coach Allan Garcia @ Edith Scheuerman Elementary School
1901 W. Wilcox Street
Garden City, KS 67846
(620)640-7773

January 18, 2024

City of Garden City 2024 Community Grant Application
Danielle Burke, Assistant City Manager
301 N. 8th Street
P.O. Box 998
Garden City, KS 67846

Dear City of Garden City Community Grant Committee:

The Garden City Nets is a youth basketball program for 3rd/4th and 5th/6th grade boys and girls. We offer a structured and supportive environment that enables teamwork, discipline, courage, and family values for our young players. We will play in games/tournaments through the Garden City Rec youth basketball and the Garden City YMCA. The games played will prepare our players to be ready and prepared for Middle School Basketball. I am a volunteer coach, an elementary school teacher, and I love basketball! I hope to pass my love of the game on to my players, many of which are or have been my students at school. Most of them show a lot of talent, but come from low-income/at-risk family situations. This basketball program is a true 'outlet' for these children. I am also a member of USA Basketball, which is the national governing body for basketball in the United States. I have become licensed through their program, which 'educates coaches while ensuring the safety of those with whom they come in contact.' It is an inclusive community of credible, qualified and dedicated coaches and administrators who serve the game of basketball. USA Basketball has not only helped me to be a better coach, but has also helped me to be a better teacher to these children.

We are requesting $2,150 from your Community Grant Fund. The project we are seeking funds for will help provide funding for a basketball shooting machine, a much needed piece of equipment. Individual sponsors and fundraisers are also being sought to help offset the costs of this item, as well as other expenses we may have. Your grant funds will help us to keep costs down, so our boys & girls have the chance to enjoy playing, without the worry of financial hardship that they and their families may encounter when having to participate. We are hoping to have your support by granting us the $2,150 to help cover this expense. We will gladly accept any funding you are able to provide.

This basketball program tries very hard to instill values both on and off the court. It teaches teamwork and community spirit, as well as a family atmosphere with great role models. The goal of this club is to 'empower dreams, one dribble, one pass, one shot at a time.' These activities also promote community spirit and involvement of our participants, as well as our volunteer coaches. Our players would very much appreciate your help and support.

Thank you for your consideration.

Respectfully submitted,

Coach Allan Garcia
Garden City Nets, Youth Basketball Club

City of Garden City 2024 Community Grant
Application to Request Funds

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

Agency Name: Primary Contact Name: Address: Phone Number: Email Address:	Garden City Nets, Youth Basketball Mr. Allan Garcia C/O Edith Scheuerman Elementary 1901 W. Wilcox St., Garden City, KS 67846 620-640-7773 agarcia52@gckschools.com
The project or program for which you are requesting funds.	Requesting funding will be used to help purchase a basketball shooting machine.
Requested Amount of Funding	Requesting $2,150.00 (But we will gladly accept any amount you choose to provide.)
How will the funds being requested be used to support the proposed program/project?	Requested funds will be used to help purchase a basketball shooting machine that will be used to aid in coaching drills for our at-risk boys and girls in our youth basketball program.
Please identify the goal(s) of the program/project.	The goal of this program is to provide an organized & developmental sport-activity for 3rd/4th and 5th/6th grade boys and girls, many of which do not have positive, male role-models, or they come from low-income, at-risk homes. Sports minded students tend to do better in school. It is my hope that I will be able to guide these children into goal oriented teen agers, who may have a chance to make something of themselves, either through sports or education. Our goal is to cultivate talent, character, and a passion for the game, while offering a structured and supportive environment that enables teamwork, discipline, courage, and family values for our young athletes, both on and off the court. The piece of equipment we are wanting to purchase will aid in helping to teach fundamental basketball skills to participants in our program. It will allow us to provide more efficient, realistic practice drills that will develop each child into the potential player they each have inside of themselves.
Is this a one-time program or project? If no, please explain plans for funding in future years.	Yes, the purchase of this basketball shooting machine is a one-time project that will allow this youth basketball program to excel and continue on for many years. We will be able to keep it in a protected area, which will ensure that it will be a productive piece of equipment for years to come.

Please identify other anticipated funding sources (those already committed and those targeted) to your program or project.	To date, we have a commitment of $350 from Golden Plains Credit Union to support the purchase of this machine. We also are planning to have a bake sale fundraiser in which the players and their families will be involved.
Please estimate the number of people served and/or the direct impact of this program or project.	Each year, the teams have approximately 20 boys and girls who participate, some of which are very talented, but lack opportunity or guidance. This piece of equipment will be used to serve this year's players, as well as many more students for years to come.
Please explain your implementation plan.	Upon receiving funding, we will immediately order the basketball shooting machine. As soon as it arrives, we will put it to use in our practice/player development program. This machine will help to develop each player's reflexes and response time, which will ensure improvement of their shooting ability.
Please outline the program or project timeline including an estimated start date, end date, and project length.	1. Present; GC Rec Youth Basketball Season 2. Late January-March; YMCA Youth Basketball Season 3. Late Spring thru Summer-various development basketball camps, and fundraisers 4. Fall-begin after school practices 5. November thru January; GC Rec Youth Basketball Season

Total itemized budget for program/project:

Itemized Category (i.e. personnel, benefits, etc.)	**Amount**
Balance of cost for Basketball Shooting Machine (-$350)	$2,150.00
Total:	**$2,150.00**

City of Garden City 2024 Community Grant
Application to Request Funds

Goals

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On the following pages, you will find a copy of the adopted goals of the Garden City Commission. These are identified preferences for the coming grant cycle; however, applications will not be disqualified if they do not directly address these goals.

Eligible Applicants

Any person, civic group, not-for-profit agency or private entity will be considered for receiving funds, except for those applications that qualify for AFAC funds (which are City-awarded annual grants for programs that are related to drug and alcohol prevention,) those applications that are eligible for City of Garden City Arts Grant funds, and those applicants which have the ability to levy tax. Please note that, while individuals and organizations outside of Garden City and Finney County may apply, preference is given to local applicants.

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How to Apply/Request Funds

Provide the Community Grant Selection Committee with a narrative that includes all of the following information. **Incomplete applications will not be accepted**.

1. The name of the applicant.
2. Contact information including a phone number, email address, and mailing address.
3. The project or program for which you are requesting funds.
4. The amount of money requested.
5. An itemized budget of the project or program.
6. The specific use of the money requested as it relates to your entire project or program.
7. Identify the goal of the project or program.
8. Explain if this is a one-time project or program. If it is not, explain plans for funding in future years.
9. Identify other contributors (those already committed and those targeted) to your project or program.
10. Estimate the number of people served and/or the direct impact of this project or program.
11. Please explain your implementation plan.
12. A project timeline including an estimated start date, end date, and project length.

13. For construction projects: include a list of at least three firms that have bid to work on the project or an explanation of why the project must be sole source. All firms must be licensed contractors.

Due Date

Applications must be submitted electronically by 4:00 p.m., **January 26, 2024** to Danielle Burke at Danielle.Burke@gardencityks.us. All applicants will receive a verification email that the application has been received. Additionally, please mail or hand-deliver to:

Danielle Burke, Assistant City Manager
301 N. 8th
PO Box 998
Garden City, KS 67846

Funding

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Reporting

Grant recipients will be required to submit a report indicating how funds were utilized and be invited to provide an update detailing the program's progress to the Board in late 2024. These will be approximately 5-10 minutes for each successful applicant.

YOUTH BASKETBALL CLUB

“Empowering dreams, one dribble, one pass, one shot at a time.”

The Garden City Nets youth basketball team is dedicated to cultivating talent, character, and a passion for the game. We offer a structured and supportive environment that enables teamwork, discipline, courage, and family values for our young athletes on and off the court.

We currently work with 3rd/4th and 5th/6th boys and girls teams.

For additional information, please call/text 6206407773 or email GardenCityNets@gmail.com

City of Garden City 2024 Community Grant
Application to Request Funds

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

Agency Name: Primary Contact Name: Address: Phone Number: Email Address:	 Jana Brown & Caitlin Sotelo 1609 N Belmont Place Garden City, KS 67846 719-252-0324 & 620-277-6887 Jana.m.brown45@gmail.com caitlin.sotelo@gmail.com
The project or program for which you are requesting funds.	We would like to host a symposium for the community in which we invite local agencies to have booths at and then also have speakers and sessions the community can attend.
Requested Amount of Funding	$5,000
How will the funds being requested be used to support the proposed program/project?	We would like to rent a space for the symposium, provide meals and snacks during the event, provide giveaways for those in attendance, and pay a guest speaker to be a keynote for the event. Would also like to provide a small stipend to hire students with disabilities or mental health needs to help serve snacks and refreshments during the event to highlight the skills many of these high needs individuals have that may be overlooked due to the severity of their needs standing out. Remaining budget would be used for monthly outreach to continue to build a consistent and reliable support network as well as continue to provide education to community agencies around supporting those with mental health needs and disabilities such as autism.
Please identify the goal(s) of the program/project.	1. To connect people with disabilities or children with disabilities in the community with resources that are available in Garden City to support their needs. 2. To educate the community more (including community members, agencies, first responders, local businesses, health providers, etc.) about disabilities such as autism, communication needs, and mental health needs so that those with disabilities can be better supported. 3. To build a support network between families who have children with disabilities/between adults with disabilities so they don't feel so alone in our community.
Is this a one-time program or project? If no, please explain plans for funding in future years.	The main event will be a one day project, however, we plan to hold monthly outreach on a smaller scale that requires less funding to sustain. We would also love to continue to do more symposiums in the future to continue to support the needs of our community as they emerge.
Please identify other anticipated funding sources (those already committed and those targeted) to your program or project.	We have already reached out to several people who are willing to present free of charge including USD 457 staff and TASN-ATBS staff, as well as community organizations who would love to be part of the fair and host a booth also with no compensation. We do plan to continue to reach out to more organizations to donate supplies, their time, etc; however, we must be able to confirm we have a space and money to provide food first.

Please estimate the number of people served and/or the direct impact of this program or project.	We are hoping for at least 100 people to attend the symposium. It would have a direct impact on many families in our community who feel segregated, left out, and alone due to not being able to participate in typical community organized events due to the high needs of their children. It would also have a direct impact on these same families level of comfort allowing their children to be more involved with events and activities in our community by providing training to the community in how to best support and include those with different needs. It would also have an impact on local community organizations as many feel they do not have the background knowledge to be able to include those with greater needs in their programing.
Please explain your implementation plan.	January – Apply for grant, find speakers, start searching for a venue, get quotes on food, look into giveaways February – Contact community organizations about holding a booth at the event, create agenda of speakers, create map of layout for event. March – Start publishing through flyers, internet, social media, and radio. Personal invitations will be sent to community organizations that would benefit in attendance as well as families impacted in our community. April – Finalize speakers, close registration for attendance, shop for snacks, finalize meals, and create evaluation for end of event. May-Hold symposium (exact date to be decided based on event location and availability from keynote guest speaker, volunteer guest speakers, and student workers with disabilities. Debrief after event to regroup and create a plan for future outreach/support for families and community members. June-First Monthly outreach event (Short presentation (topic determined by evaluation filled out by community members at end of event to determine future needs) – possibly branching out to support families and community members (including community members, agencies, first responders, local businesses, health providers, etc) separately to ensure support is targeted directly to specific needs. Followed by a support group time for families to connect and community agencies to collaborate on how to reach ALL members of our community. July-April – Continue to hold month outreach and follow up
Please outline the program or project timeline including an estimated start date, end date, and project length.	May (date to be determined) event start and end time also to be determined when agenda is created on availability of guest speakers. Will be an all day event with refreshments, lunch, and snacks available throughout the day. Then we would provide monthly follow up for as long as community members are attending. When we run out of funds from this grant, we will ask other community organizations to sponsor the monthly outreach events or donate things needed such as food, giveaways, and materials to support learning/engagement.

Why do we want to host this event?	Working with individuals who have some of the highest needs in our community has opened our eyes to how lonely and segregated many of these families feel. First hand for both of us, being a special education teacher and a behavior health specialist/LSCSW we see the need for more support for these families in our community. Families have shared they are scared to allow their students to step foot outside their house without them directly with them due to people not understanding their disability or needs. Families have also shared not knowing what to do when their child is struggling. In Garden City, we have extremely limited access to supports/therapies outside of school for high needs individuals that are more readily available in metropolitan areas. This alone is a huge reason that our community needs to get together to figure out how to bridge these gaps in our community and support all. The addition to the park at Harold Long was a great step in our community being more inclusive and being able to equitably provide facilities that meet the public need and enhance the quality of life, but much more needs to continue to be implemented to continue for our city to be equitable. It is not equitable for families to fear taking their child/adults with disabilities out into the community or to fear what would happen if first responders were called due to behaviors during a dysregulated moment or inability to communicate and sadly many families impacted feel that way. We aim to help these families feel less alone and to feel safe with their children in our community regardless of how great the impact of their disability is. In order to effectively enhance the quality of life for these members of our community, we need to come together, show support, and gain skills and strategies to be more inclusive.

Total itemized budget for program/project:

Itemized Category (i.e. personnel, benefits, etc.)	**Amount**
Rent for space	$1000
Payment for keynote	$1000
Food budget	$1500
Stipend for workers	$300
Giveaways	$400
Continued Monthly Outreach/Support Group	$800
Total:	**$5,000**

City of Garden City 2024 Community Grant
Application to Request Funds

Goals

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On the following pages, you will find a copy of the adopted goals of the Garden City Commission. These are identified preferences for the coming grant cycle; however, applications will not be disqualified if they do not directly address these goals.

Eligible Applicants

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How to Apply/Request Funds

Provide the Community Grant Selection Committee with a narrative that includes all of the following information. **Incomplete applications will not be accepted**.

1. The name of the applicant.
2. Contact information including a phone number, email address, and mailing address.
3. The project or program for which you are requesting funds.
4. The amount of money requested.
5. An itemized budget of the project or program.
6. The specific use of the money requested as it relates to your entire project or program.
7. Identify the goal of the project or program.
8. Explain if this is a one-time project or program. If it is not, explain plans for funding in future years.
9. Identify other contributors (those already committed and those targeted) to your project or program.
10. Estimate the number of people served and/or the direct impact of this project or program.
11. Please explain your implementation plan.
12. A project timeline including an estimated start date, end date, and project length.

13. For construction projects: include a list of at least three firms that have bid to work on the project or an explanation of why the project must be sole source. All firms must be licensed contractors.

Due Date

Applications must be submitted electronically by 4:00 p.m., **January 26, 2024** to Danielle Burke at Danielle.Burke@gardencityks.us. All applicants will receive a verification email that the application has been received. Additionally, please mail or hand-deliver to:

Danielle Burke, Assistant City Manager
301 N. 8th
PO Box 998
Garden City, KS 67846

Funding

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Reporting

Grant recipients will be required to submit a report indicating how funds were utilized and be invited to provide an update detailing the program's progress to the Board in late 2024. These will be approximately 5-10 minutes for each successful applicant.

City of Garden City 2024 Community Grant
Application to Request Funds

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

Agency Name: Primary Contact Name: Address: Phone Number: Email Address:	Kansas Children's Service League Cecilia Douglass 2111 E. Labrador Blvd. 620-276-3232 ext. 1101 cdouglass@kcsl.org
The project or program for which you are requesting funds.	Head Start & Early Head Start
Requested Amount of Funding	$11,500
How will the funds being requested be used to support the proposed program/project?	Kansas Children's Service League respectfully requests support for Head Start & Early Head Start services in Finney County. In 2017, KCSL recognized the need to expand on mental health support offered to children and their families. As a result, KCSL has contracts with two mental health providers willing to observe and support staff working with challenging behavior while also supporting the family through family therapy or referrals to partners qualified to work with young children. KCSL recently introduced Conscious Discipline Curriculum in center-based and home-based service options. Conscious Discipline is an evidence-based social-emotional learning program meant to teach adults self-regulation and self-control in ways that allow them to mirror actions that teach children coping and regulation strategies in meaningful ways.
Please identify the goal(s) of the program/project.	KCSL wishes to increase the number of staff utilizing and implementing the curriculum within their respected caseloads/classrooms to 100%. KCSL believes with curriculum implementation of Conscious Discipline, we will see a decrease in challenging behaviors, increases in emotional regulation of both staff/adults and children. Thus, improving educational and developmental outcomes in children from fall 2024 to spring 2025. KCSL also hopes this project will improve staff retention by alleviating burnout. Additionally, with improved mental health support such as consultation and referral processes, KCSL believes more families will have access to support that allows them to better meet their mental health needs as an individual and as a family.
Is this a one-time program or project? If no, please explain plans for funding in future years.	This project will remain ongoing. This trauma-informed curriculum has been recognized nationally as an effective tool for helping children recognize and understand their emotions while building a foundation of healthy connections. Mental health remains an ongoing priority within the Head Start Program Performance Standards and will adapt as family needs change.

Please identify other anticipated funding sources (those already committed and those targeted) to your program or project.	KCSL has received support from the Finnup Foundation and Western Kansas Community Foundation to help support mental health expansion. Additionally, KCSL has requested support from the Baughman Foundation to help cover expenses in Grant County and Seward County. KCSL has contracted with a Mental Health Professional in Liberal to offer coaching and support for children and families in our 10-county service area. KCSL is also working to contract with an additional provider in the Garden City area to eliminate the travel need of our current contracted professional. KCSL remains committed to working with other medical and mental health providers to establish comprehensive referral processes. KCSL currently works with Compass Behavioral Health, Genesis Family Health, High Plains Educational Co-Op, USD 457, USD 480, and Heartland Hope Mental Health.
Please estimate the number of people served and/or the direct impact of this program or project.	KCSL serves approximately 170 children in Finney County through a combination of home-based and center-base programming. Their family sizes range on average 2 – 4 per family, most often including siblings. KCSL employs approximately 40 employees in Finney County, most employees are parents themselves.
Please explain your implementation plan.	KCSL has initiated comprehensive training strategies for staff in Conscious Discipline and recently opened a training opportunity up for parents of children in the program. Conscious Discipline is specifically designed to strengthen connection-based learning and improve emotional and regulatory outcomes in children and adults interacting with them daily. KCSL also utilizes Growing Great Kids, Growing Great Families, and Frog Street, all comprehensive evidence-based early education and development curricula. Each curriculum approaches early learning from different perspectives. For example, Frog Street is geared towards classroom and structured settings specifically focused on academic and development advancements. Growing Great Kids is comparable to Frog Street but is utilized f home-visitation services. Growing Great Families encourages and supports family inclusive learning. Since the implementation of our curricula, KCSL has identified a significant need for ongoing training and coaching to help staff develop the confidence to implement to fidelity.
Please outline the program or project timeline including an estimated start date, end date, and project length.	KCSL Head Start has already initiated mental health expansion and implemented Conscious Discipline program wide. Our goal is to have the curriculum implemented to fidelity by August 2024. This marks the beginning of our new program year which generally runs comparably to area school districts. Our home visitation and Early Head Start (0-3) classrooms run a total of 50 weeks.

Total itemized budget for program/project:

Itemized Category (i.e. personnel, benefits, etc.)	**Amount**
Supplies	$3,000
Training	$7,000
Contractual (Mental Health Professional)	$1,500
Total:	**$10,000**

City of Garden City 2024 Community Grant
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How to Apply/Request Funds

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7. Identify the goal of the project or program.
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Reporting

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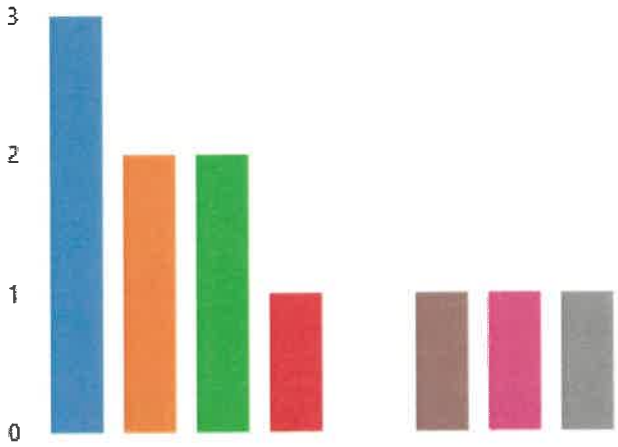
Conscious Discipline Staff Survey

11	24:41	Closed
Responses	Average time to complete	Status

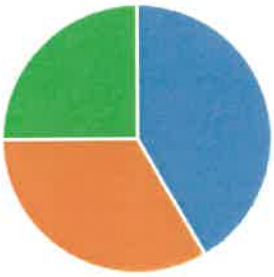
1. What is your role?

Teacher/Para	3
Home Visitor	2
Family Engagement Coordinator	2
Supervisor	1
Coach/Behavioral Support	0
Assistant Director	1
Program Director	1
Administrative Staff/Health Coo...	1



2. What are the age ranges of children you serve or the staff you supervise serve?

0 - 3	5
3 - 5	4
Not applicable	3

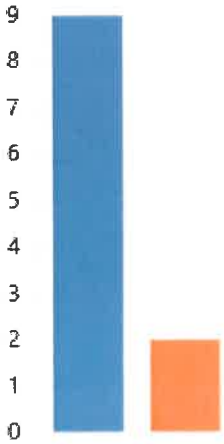


3. In my role, I primarily work with...

Children	4
Parents/Guardians	3
The public/potential parents	0
Staff	4
Other	0

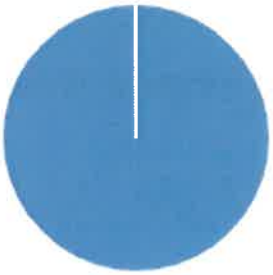
4. Where is your home office?

Finney County	9
Seward County	2
Grant County	0
Stevens County	0
Wichita County	0
Other	0



5. Are you familiar with the Conscious Discipline Curriculum?

Yes	11
No	0
Maybe	0
Other	0



6. What is your understanding of Conscious Discipline?

11
Responses

Latest Responses

"It is a social emotional curriculum designed to help everyone with self...

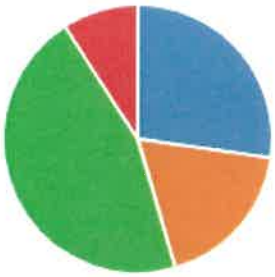
"Conscious Discipline teaches you to build trusting relationship betwee...

"Positive method for working with children (and staff)."

6 respondents (**55%**) answered **children** for this question.

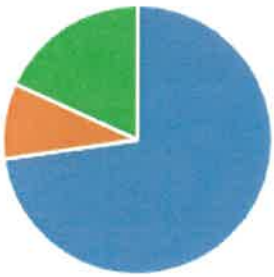
7. How would you describe your ability to implement Conscious Discipline in your day-to-day?

Very confident	3
Confident	2
Somewhat confident	5
Not confident at all	1
Prefer not to say	0



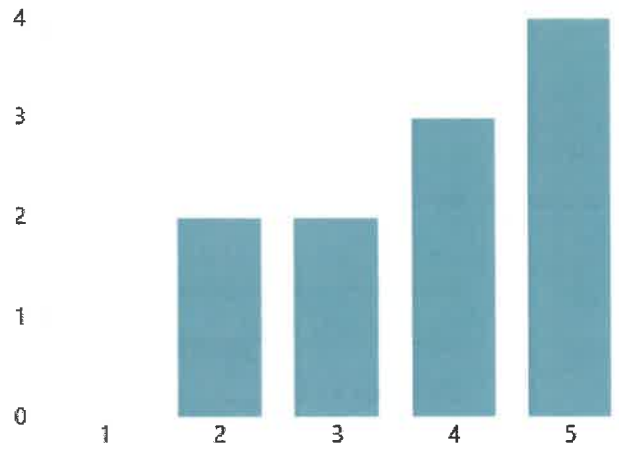
8. Have you been successful implementing Conscious Discipline practices when working with children, families, and/or coworkers?

Yes	8
No	1
Maybe	2



9. How would you rate Conscious Discipline overall?

3.82
Average Rating



10. How can leadership or your supervisor better support you in using Conscious Discipline?

11
Responses

Latest Responses

"I wish my supervisor had a better understanding of what conscious dis...

"More/different trainings on how to us it with staff and not just the bas...

"Continued training (refreshers)"

7 respondents (**64**%) answered **training** for this question.

11. Can you provide an example of a success story related to Conscious Discipline?

11
Responses

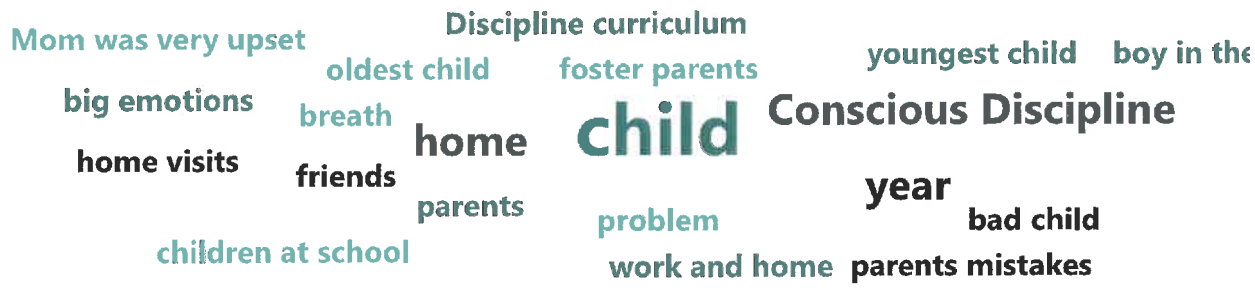
Latest Responses

"N/A"

"I had successes in my classroom when I was teaching using Conscious...

"No"

5 respondents (**45%**) answered **child** for this question.



1	anonymous	We have recently started implementing Conscious Discipline curriculum in our home visits and some of my parents were very interested in learning about the 3 brain states as they were not aware that when their child would be feeling these emotions these are the brain states they are in and the differences between them and gave them some extra tools to use at home to help their children problem solve. Some parents I have are foster parents and have taken foster classes on conscious discipline as well and were glad to see they are implementing this with their children at school.
2	anonymous	NA, I don't work directly with the children
3	anonymous	A little girl's second year, and her mother was facing a possible critical health issue. Mom was very upset, and her daughter told her, "Breathe mom, breathe."
4	anonymous	prevents behaviors, promotes communication, helps child get wants and needs met.
5	anonymous	Last year, I had a 3yo student who had been in the program since she was about 6 months old. She would frequently try to help her peers to take a breath when she recognized they were struggling with big emotions. She also began using her "assertive voice" and helped remind friends what they should say as well.
6	anonymous	One of the families told me before I introduced them into conscious discipline, the mom has already been teaching her oldest child how to deep breaths when she is upset, she is hoping the youngest child will learn from that as well.
7	anonymous	My families love doing the I love You Rituals and sing at least one song before bedtime and the kids love it.
8	anonymous	One of my parents is really motivated to implement this at home. She has told me how she was raised and how she wants to make sure she learns from her parents' mistakes and so far, she has seen a big change in her daughter's self-regulation skills.
9	anonymous	No
10	anonymous	I had successes in my classroom when I was teaching using Conscious Discipline, my classroom was calm and had less behaviors' even though I had 2 very active and trauma experienced boys. They learned to use their words instead of hitting and biting their friends. like they did in their previous room. One of them used it on me, one day I was struggling myself, having an off day and told me, after I had dropped the milk at lunch "don't be sad, it's just split milk we can just clean it up. it will be okay" He was only 2 years old, almost 3. And for him from being known as the "bad child", the "pit bull", that hit and bit his friends before coming to my room, he left being to most caring, kind, helpful and sweet boy in the class. I also try to use it with my staff, and I think it shows that my staff know I am always there for them. I'm always here to help and coach them in the right direction. And I believe that they trust me and come to me with work related problems. Also, I'm here to listen to their work and home problems or successes. They know that my office is their safe place.

City of Garden City 2024 Community Grant
Application to Request Funds

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

Agency Name: Primary Contact Name: Address: Phone Number: Email Address:	Local Health Equity Action Team Finney County (LHEAT) COPE Project – Birgit Lemke 620-277-5728 Mblemke73@gmail.com
The project or program for which you are requesting funds.	Pedestrian Crosswalk/Flashing Lights on Mary Street and B Street
Requested Amount of Funding	$ 6000
How will the funds being requested be used to support the proposed program/project?	The funds will be used to contribute to the solar unit panels, lights, signs, push buttons and batteries for the requested pedestrian crosswalk
Please identify the goal(s) of the program/project.	The goal of the project is to make the crossing of Mary Street safer for the residents of the Garden Spot Rentals as well as Apple Garden Apartments and for others residing on both sides of Mary Street. The Somali Mosque is located within the Garden Spot Apartment Complex and most visitors of the mosque walk across Mary Street without the protection of a crosswalk. There is a playground located within the north side of the Garden Spot Apartments. Families and children are crossing Mary Street at that same location to visit the playground. A pedestrian crosswalk with flashing lights will prevent future accidents and allow all residents to walk across Mary Street safely.
Is this a one-time program or project? If no, please explain plans for funding in future years.	It is a one-time project.
Please identify other anticipated funding sources (those already committed and those targeted) to your program or project.	We are also looking at receiving funding of $5000 from the Communities Promoting Health Equity (COPE) project. This funding has been committed to the pedestrian crossing.
Please estimate the number of people served and/or the direct impact of this program or project.	Residents of Garden Spot Rentals, Apple Garden Apartments and other residents of both sides of Mary Street, Garden City
Please explain your implementation plan.	Once we have received funding. We will inform the City of Garden City Traffic Advisory Committee and the Governing Body who have approved the installation.

Please outline the program or project timeline including an estimated start date, end date, and project length.	As soon as possible

Total itemized budget for program/project:

Itemized Category (i.e. personnel, benefits, etc.)	**Amount**
2 anchors @ $25	50.00
2 sleeves @ $20	40.00
2 posts @$80	160.00
10 Gallon paint	250.00
2 50lb bag of glass beads $41	82.00
Solar panels, lights, signs, push buttons, batteries	9,156,00
Total:	**9,738.00**

City of Garden City 2024 Community Grant
Application to Request Funds

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

Agency Name: Primary Contact Name: Address: Phone Number: Email Address:	Little Leaders of GCK Alyssa Rojas 505 College Drive, Garden City, KS 67846 620-214-7451 site.director505college@gmail.com
The project or program for which you are requesting funds.	Friday Fun in the Sun
Requested Amount of Funding	$1,300.00
How will the funds being requested be used to support the proposed program/project?	The funds being requested will support the summer "Friday Fun in the Sun " at Little Leaders of GCK. The funding would allow our center to purchase the necessary water/outdoor equipment needed to have successful water day Friday's weather permitting throughout the summer months.
Please identify the goal(s) of the program/project.	The goal of the program is to create a nurturing environment for the children we serve at LLGCK, while also promoting outdoor play and movement. We are dedicated to creating a safe and fun atmosphere, where children are eager to explore and grow as a future leader of our community.
Is this a one-time program or project? If no, please explain plans for funding in future years.	This program would be a continual summer program that would be implemented at Little Leaders for the future years. With the purchase of the needed equipment for the summer of 2024, there would not be a need for future funding other than repair and maintenance.
Please identify other anticipated funding sources (those already committed and those targeted) to your program or project.	None
Please estimate the number of people served and/or the direct impact of this program or project.	In the summer of 2024 we will serve an estimated 95 children through this program. The direct impact would promote movement and allow free exploration through play, and stem team building throughout the multiple activities planned. The less screen time for a child means a healthier mind and body.
Please explain your implementation plan.	Our implementation plan is to have water Friday's every Friday throughout the summer (weather permitting) for all the children in our care. We would have age appropriate water activities with some Friday's doing rotations. There are many different benefits our "Friday Fun in the Sun" program would have on the children. Fresh air and movement being a major benefit.

Please outline the program or project timeline including an estimated start date, end date, and project length.	Start date: May 24, 2024 End date: August 9, 2024 The project length would be about two and a half months, if we could extend it longer than August 9, 2024, (weather permitting), we would.

Total itemized budget for program/project:

Itemized Category (i.e. personnel, benefits, etc.)	**Amount**
Inflatable Water Slide	$500.00
Sprinkler Toy	$110.00
Kid Water Tables	$240.00
Aqua Blast Obstacle Course	$35.00
Step2 Pump & Splash Shady Oasis	$250.00
Sprinkler Splash Pad	$43.00
Dual Water Slide	$55.00
Water Blasters	$30.00
Sidewalk Chalk	$24.00
Water Spray Sprinkler	$15.00
Total:	**$1,300.00**

City of Garden City 2024 Community Grant
Application to Request Funds

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

Agency Name: Primary Contact Name: Address: Phone Number: Email Address:	Red Dog Children's Museum Jenny & Trevor Hands 2508 E. Kansas Ave. #1021 1-833-733-3641 director@rdcm.org
The project or program for which you are requesting funds.	Red Dog Children's Museum - A Roaming Museum in Southwest Kansas We are currently in the development phase of the roaming Red Dog Children's Museum. Our team plans to have at least 5 exhibits completed by May 31, 2023 with 6 additional exhibits to come in the following months. The museum will roam throughout Southwest Kansas, stopping at various community events in and around Garden City. Our goal is to engage the youth of our region in meaningful and engaging educational activities that follow a Southwest Kansas theme.
Requested Amount of Funding	$9,000
How will the funds being requested be used to support the proposed program/project?	If selected, grant funds will be used to help bridge gaps in Red Dog Children's Museum's budget. The majority of the funds will be allocated to operational expenses such as exhibit expansion, event fees, storage solutions, and travel costs. One specific exhibit expansion RDCM will fund with this grant is the incorporation of multicultural foods representing our city's diverse cultures in our food truck exhibit. These multicultural foods cannot be sourced online and will be handmade by a local artisan and entrepreneur. The remaining portion of the grant will be used to cover membership and storage fees at the Great Plains MakerSpace for one year. The Great Plains MakerSpace is vital to the success of Red Dog Children's Museum as all custom exhibits are fabricated there. Previously membership and storage fees were covered thorugh a private donation, however this is not a sustainable method of funding such a vital resource.
Please identify the goal(s) of the program/project.	Southwest Kansas is a uniquely diverse region of the United States. Families travel to our region from the ends of the earth seeking the promise of stable work and increased quality of life: "The American Dream." With each family comes incredible tenacity as they face and overcome mountains of adversity. Children in our region have overcome challenges most can't begin to imagine. The unfortunate truth is that children in our region are not given a level playing field when it comes to education. Past traumas, housing, geography, poverty, food insecurity, language barriers, and culture all tip the scale against them. Red Dog Children's Museum is an organization striving to level the playing field by providing traveling hands-on educational exhibits to children throughout the region. The exhibits at RDCM will focus on regional themes including cultural appreciation & acceptance, regional history, STEAM, and career exploration to equip all children to reach their own American Dream.
Is this a one-time program or project? If no, please explain plans for funding in future years.	Red Dog Children's Museum is an ongoing project. Looking toward the future, funding for RDCM will come in the form of grants and donations from grantors and individuals who share in the Red Dog vision.

Please identify other anticipated funding sources (those already committed and those targeted) to your program or project.	Red Dog Children's Museum is honored to have already received financial support from: ● Citizens of Western Kansas ● Kansas Tourism (Kansas Department of Commerce) ● Garden City Co-op, Inc. in partnership with CoBank ● Finney County Convention & Visitors Bureau The museum has recently submitted a grant application to the Western Kansas Community Foundation. RDCM plans to submit applications to the following grantors in the coming months: ● The Finnup Foundation ● The Mariah Fund ● Community Foundation of Southwest Kansas
Please estimate the number of people served and/or the direct impact of this program or project.	By looking at comparable cities with children's museums we estimate approximately 20-30,000 people annually engaging with our exhibits. Visitors will travel from Garden City's primary, secondary, and tertiary trade areas to events in Garden City as well as throughout Southwest Kansas where Red Dog Children's Museum will be set up.
Please explain your implementation plan.	Red Dog Children's Musuem has been granted 501(c)3 status in the state of Kansas and has used funds from Kansas Tourism to purchase a sixteen foot trailer which will be used to transport exhibits to events in Garden City and beyond. Two custom exhibits are in the fabrication process, and plans for nine additional exhibits have been developed. We plan to begin roaming to area events by the end of May with at least five exhibits, and to finish the summer season with all eleven planned exhibits complete. The museum plans to roam to county fairs, Food Truck Fridays, and community events whenever possible. During our roaming phase, the museum will be free to all visitors while free-will donations will be happily accepted.
Please outline the program or project timeline including an estimated start date, end date, and project length.	We aim to have a minimum of five exhibits ready for our "red dogs" by May 31, 2023. Our plan is to attend as many community events as possible throughout the summer and fall. When the weather turns cold, the museum will seek opportunities to set up indoors in community centers, empty storefronts, and other opportunities as they present themselves. The museum will continue to operate in this roaming manner until a permanent structure can be secured. It is our sincere hope that this project will not have an end date.

Total itemized budget for program/project:

Itemized Category (i.e. personnel, benefits, etc.)	**Amount**
Operational Expenses	$7,560
Great Plains Makerspace Membership & Storage Fees	$1,440
Total:	**$9,000**

City of Garden City 2024 Community Grant
Application to Request Funds

Goals

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On the following pages, you will find a copy of the adopted goals of the Garden City Commission. These are identified preferences for the coming grant cycle; however, applications will not be disqualified if they do not directly address these goals.

Eligible Applicants

Any person, civic group, not-for-profit agency or private entity will be considered for receiving funds, except for those applications that qualify for AFAC funds (which are City-awarded annual grants for programs that are related to drug and alcohol prevention,) those applications that are eligible for City of Garden City Arts Grant funds, and those applicants which have the ability to levy tax. Please note that, while individuals and organizations outside of Garden City and Finney County may apply, preference is given to local applicants.

Applicants cannot receive Communit Grant funds for more than two consecutive years. If you received funding in 2022 and 2023, you will not be eligible again until 2025.

How to Apply/Request Funds

Provide the Community Grant Selection Committee with a narrative that includes all of the following information. **Incomplete applications will not be accepted**.

1. The name of the applicant.
2. Contact information including a phone number, email address, and mailing address.
3. The project or program for which you are requesting funds.
4. The amount of money requested.
5. An itemized budget of the project or program.
6. The specific use of the money requested as it relates to your entire project or program.
7. Identify the goal of the project or program.
8. Explain if this is a one-time project or program. If it is not, explain plans for funding in future years.
9. Identify other contributors (those already committed and those targeted) to your project or program.
10. Estimate the number of people served and/or the direct impact of this project or program.
11. Please explain your implementation plan.
12. A project timeline including an estimated start date, end date, and project length.

13. For construction projects: include a list of at least three firms that have bid to work on the project or an explanation of why the project must be sole source. All firms must be licensed contractors.

Due Date

Applications must be submitted electronically by 4:00 p.m., **January 26, 2024** to Danielle Burke at Danielle.Burke@gardencityks.us. All applicants will receive a verification email that the application has been received. Additionally, please mail or hand-deliver to:

Danielle Burke, Assistant City Manager
301 N. 8th
PO Box 998
Garden City, KS 67846

Funding

The City Commission has identified a total of $31,500 in the 2024 Budget to fund the Community Grant Program that will be awarded through a competitive application process.

Reporting

Grant recipients will be required to submit a report indicating how funds were utilized and be invited to provide an update detailing the program's progress to the Board in late 2024. These will be approximately 5-10 minutes for each successful applicant.

City of Garden City 2024 Community Grant
Application to Request Funds

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

Agency Name: Skill LLC Primary Contact Name: Angel Romero Jr Address:11336 US-283 Dodge City, KS 67801 Phone Number: 620-255-6732 Email Address: angeldepazg4i @gmail.com	
The project or program for which you are requesting funds.	Requesting funding for family friendly professional wrestling/ lucha libre event.
Requested Amount of Funding	$5,000
How will the funds being requested be used to support the proposed program/project?	The funds will be utilized for the following: Rental for a venue space Rental 18x18ft wrestling ring for event. Advertising/marketing for the show Training program for local interest Insurance for each show for spectators Kansas Athletic Commission permit for show. Bring in bigger talent names such as former WWE/WWF professional wrestlers.
Please identify the goal(s) of the program/project.	Southwest Kansas Independent Lucha Libre will bring a new form of entertainment to southwest Kansas and provide a different experience to small rural communities. Promoting the rich history of Hispanic cultures to families throughout the region. The lucha libre show would provide an opportunity for local businesses to come together and build bridges within the community. Giving them a chance to sponsor the event for promotional purposes and providing vendor opportunities to showcase the diversity of the community. While there may be a lot of Hispanic concerts and multi-cultural event where one can go enjoy, our event will provide an opportunity for the entire family to go enjoy and create memories that will last a lifetime.
Is this a one-time program or project? If no, please explain plans for funding in future years.	Southwest Kansas Independent Lucha Libre will run 3 family friendly shows a year in Garden City.

Please identify other anticipated funding sources (those already committed and those targeted) to your program or project.	Promoting year-round family friendly lucha libre shows with 2 big shows a year in Dodge City and Garden City. We would promote 6 shows in 2024, 3 in Garden City, 3 in Dodge City. We will be reaching out to local businesses in Dodge City and Garden City for sponsorship opportunities. We will be selling merchandise at the show. SKILL shall be opening a professional wrestling training school that will give ages 16 and up a chance to learn freestyle wrestling that will be available in Southwest Kansas. The membership fees to join the school will start at $200 per month. Received a previous grant from Lead for America from their Catalyst funds of 2023 that allowed us to put on our first show at Hidden Trail Brewing in Garden City.
Please estimate the number of people served and/or the direct impact of this program or project.	This project would impact families to be able to enjoy affordable family-friendly entertainment. Presenting a Sunday Lucha Libre show that begins in the afternoon would allow families to spend their day off together to immerse themselves into old family traditions that originated in Mexico in the early 20th century. We hope to be able to draw over 300 spectators to our event and bring 20% of spectators from all over Kansas. We came to this conclusion from professional wrestling shows that have been on-going in Wichita and Salina, KS that drew similar numbers. The first show we did at Hidden Trail Brewing brought in spectators from Oklahoma, Texas, and northern Kansas. This show sold out, filling the capacity of Hidden Trail Brewing to the point where we had to turn people away at the door. With over 130 fans in attendance, from families to friends enjoying a night in the town.
Please explain your implementation plan.	We plan on booking a local venue that will have a minimum capacity of 300 people. Once we have the venue, we can begin to submit permits from the Kansas Athletic Commission for the event to be approved. Next, we would talk to our insurance company to get liability for spectators for the event to insure the safety of our guests. Once all of that is complete, we would move into our planning stage for the event itself. We would put together a match card of 6 to 7 matches for the family friendly event. We would announce the show on our meta pages once our team has created a graphic. This would be shared in multiple groups on Facebook and Instagram and be given to the local telegram. To increase awareness, we would contact local radio station La Ke Buena to be able to reach many viewers and give away a couple of VIP tickets for the show. All the information would be linked to an online site where the community could purchase their tickets and receive them electronically. Additionally, we would use the grant money to purchase physical flyers to distribute for the event.

	The final step would be finding another venue in town to do a ticket release party/ meet and greet, where fans would be able to purchase pre-sale tickets at a discounted rate. These were the steps we took for our previous show.
Please outline the program or project timeline including an estimated start date, end date, and project length.	We would start February 15th We would finish September 15th, This would allow us to plan multiple shows in Garden City. The dates SKILL would like to run shows are April 7th, June 2nd, and September 15th for Garden City in 2024.

Total itemized budget for program/project:

Itemized Category (i.e. personnel, benefits, etc.)	**Amount**
Venue rental	$500-$1,000
Wrestling ring rental	$500
Talent	$1000
Advertising	$500
Kansas Athletic Commission Permit	$175
Insurance for Pro-Wrestling Event	$325
Poster/Flyers	$150
Total:	**$3,650**

City of Garden City 2024 Community Grant
Application to Request Funds

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Eligible Applicants

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2. Contact information including a phone number, email address, and mailing address.
3. The project or program for which you are requesting funds.
4. The amount of money requested.
5. An itemized budget of the project or program.
6. The specific use of the money requested as it relates to your entire project or program.
7. Identify the goal of the project or program.
8. Explain if this is a one-time project or program. If it is not, explain plans for funding in future years.
9. Identify other contributors (those already committed and those targeted) to your project or program.
10. Estimate the number of people served and/or the direct impact of this project or program.
11. Please explain your implementation plan.
12. A project timeline including an estimated start date, end date, and project length.

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City of Garden City 2024 Community Grant
Application to Request Funds

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

Agency Name: Primary Contact Name: Address: Phone Number: Email Address:	Tumbleweed Festival Chris Lobmeyer, President & Cecilia Douglass, grant writer PO Box 296 (620) 640-8958, Chris or (620) 640-4918 ceciliapearl.d3@icloud.com
The project or program for which you are requesting funds.	The Tumbleweed Festival 2024
Requested Amount of Funding	$13,000
How will the funds being requested be used to support the proposed program/project?	All grant money received will help support the execution of Tumbleweed Festival 2024, a live music and arts festival held annually at Lee Richardson Zoo in Garden City.
Please identify the goal(s) of the program/project.	The Tumbleweed Festival board of directors are determined to create a family friendly atmosphere that motivates patrons to attend the 2024 Tumbleweed Festival in record breaking numbers. Long-term goals for the Tumbleweed Festival board of directors would be to ultimately create a free event drawing from a 120 mile radius of Garden City. The achievement of this goal would benefit Garden City and Finney County by way of increases in sales tax revenue, lodging sales tax, and by adding to the quality of life through live music and arts appreciation in southwest Kansas Short-term goals include developing sustainable subcommittees and partnerships that enhance the general financial capacities of the festival. This would support expanding the organization to include a single paid staff member tasked with fund development and community outreach. Historically, the festival has been organized by all-volunteer board members. While this model was appropriate thirty years ago, Garden City has proven to expand in many lucrative areas, live music and arts are experiencing an overwhelming uptick in popularity. If the festival has any hope of continuing this beloved tradition, it must take the lead of our friends at Beef Empire Days, Art in the Park, and Downtown Vision. Most of the current board consists of full time employed and self employed community members united by passions for traditions, music, and community. While humbling as that may seem, the reality of burnout hangs over head each year. The most valuable asset one has is time. The festival has been invaluable since its inception. However, expansion to incorporate working staff, would lay the foundation for this event to grow and expand alongside our community.

Is this a one-time program or project? If no, please explain plans for funding in future years.	The Tumbleweed Festival is a longstanding community tradition that relies heavily on community and volunteer support each year. The board solicits business sponsorships beginning in January each year. The board writes for other community grants. The board also relies on ticket sales to cover festival expenses. While the festival will prevail, the board recognizes the significance in having additional support for 2024 would support our long-term goal of creating a free festival operating primarily from sponsorships and private donors with the assistance of community grant applications as necessary.
Please identify other anticipated funding sources (those already committed and those targeted) to your program or project.	The Tumbleweed Festival generated $6,750 in MatchDay contributions in 2023. The board is currently planning a spring fundraiser for April, 20 2024 featuring a live performance at a local venue. Our board aims to raise $3,500 in funds dedicated to Tumbleweed Festival 2024.
Please estimate the number of people served and/or the direct impact of this program or project.	The Tumbleweed Festival is attended by approximately 1500 people each year.
Please explain your implementation plan.	The Tumbleweed Festival is a 32 year tradition in Finney County offering live music and art appreciation for patrons of all ages. The Tumbleweed Festival features artists ranging from radio hits to local bands and artists. The festival runs two days, generally the last full weekend in August at Lee Richardson Zoo. Children can experience the wonders of Mr. Bones, a puppeteer, whose dinosaur skeleton costumes remain widely requested. Adults can experience a full day and a half of live musical entertainment of many varieties. The festival is then staffed by tumbleweed festival board members and many community volunteer groups and individuals. The board secures all logistics from sound and stage, vendors, and musical line up to marketing, soliciting sponsors, and erecting tents and stages.
Please outline the program or project timeline including an estimated start date, end date, and project length.	As previously mentioned, the Tumbleweed Festival runs the last full weekend in August. Saturday entertainment begins at 10 and runs all day. Sunday entertainment runs from noon to five o'clock.

Total itemized budget for program/project:

Itemized Category (i.e. personnel, benefits, etc.)	**Amount**
Entertainers - Mr Bones	2,000
Sound & Stage	$11,000

Total:	**$13,000**

City of Garden City 2024 Community Grant
Application to Request Funds

Goals

The goals of the Community Grant program are to systematically award funds to persons or organizations that undertake a project or begin a program which has a community wide benefit or a significant benefit to a targeted segment of the population. The Community Grant is also intended to award money for projects or programs that would not customarily be funded through the annual City Budget but serve to meet the identified goals and objectives of the City.

On the following pages, you will find a copy of the adopted goals of the Garden City Commission. These are identified preferences for the coming grant cycle; however, applications will not be disqualified if they do not directly address these goals.

Eligible Applicants

Any person, civic group, not-for-profit agency or private entity will be considered for receiving funds, except for those applications that qualify for AFAC funds (which are City-awarded annual grants for programs that are related to drug and alcohol prevention,) those applications that are eligible for City of Garden City Arts Grant funds, and those applicants which have the ability to levy tax. Please note that, while individuals and organizations outside of Garden City and Finney County may apply, preference is given to local applicants.

Applicants cannot receive Communit Grant funds for more than two consecutive years. If you received funding in 2022 and 2023, you will not be eligible again until 2025.

How to Apply/Request Funds

Provide the Community Grant Selection Committee with a narrative that includes all of the following information. **Incomplete applications will not be accepted**.

1. The name of the applicant.
2. Contact information including a phone number, email address, and mailing address.
3. The project or program for which you are requesting funds.
4. The amount of money requested.
5. An itemized budget of the project or program.
6. The specific use of the money requested as it relates to your entire project or program.
7. Identify the goal of the project or program.
8. Explain if this is a one-time project or program. If it is not, explain plans for funding in future years.
9. Identify other contributors (those already committed and those targeted) to your project or program.
10. Estimate the number of people served and/or the direct impact of this project or program.
11. Please explain your implementation plan.
12. A project timeline including an estimated start date, end date, and project length.

13. For construction projects: include a list of at least three firms that have bid to work on the project or an explanation of why the project must be sole source. All firms must be licensed contractors.

Due Date

Applications must be submitted electronically by 4:00 p.m., **January 26, 2024** to Danielle Burke at Danielle.Burke@gardencityks.us. All applicants will receive a verification email that the application has been received. Additionally, please mail or hand-deliver to:

Danielle Burke, Assistant City Manager
301 N. 8th
PO Box 998
Garden City, KS 67846

Funding

The City Commission has identified a total of $31,500 in the 2024 Budget to fund the Community Grant Program that will be awarded through a competitive application process.

Reporting

Grant recipients will be required to submit a report indicating how funds were utilized and be invited to provide an update detailing the program's progress to the Board in late 2024. These will be approximately 5-10 minutes for each successful applicant.

Executive Director
Bill Powers
620-521-8505

Clinical Director
Misty L. Humphrey, LPC
620-675-0040

Director of Training
Pamela M. Gonzalez, LMFT
620-287-6152

Director of Chaplains/Peers
Jerrad Webb
620-640-4530

westernkcfr@gmail.com
www.westernkcfr.org

January 12, 2024

Western Kansas Coalition for First Responders
Garden City, Kansas 67846
Westernkcfr.org

Hello,

First Responders are those called by citizens when their worlds are being turned upside down. We ask our First Responders to run into dangerous situations daily. After the event, they are asked to conduct themselves as if nothing happened. Nationally, First Responders take their own lives at an alarming rate, leaving departments and communities in turmoil. Due to the last several years of political climate, there has also been a steady decline in applicants for First Responder positions throughout our country.

Our First Responders need resources to decompress and remove the added burden they carry from their chosen profession. This has been more difficult due to the lack of availability of healthcare providers our First Responders can turn to for help. With some assistance from some great Clinicians working in the mental health field, we have made options available for them to gain the assistance they need at little to no cost from the department or the First Responder.

The Western Kansas Coalition for First Responders will host a faith-based, holistic health week-long retreat twice a year. During this retreat, First Responders have access to hours of one-on-one counseling services free of charge, group training sessions designed to equip First Responders with the tools they need to handle the stress of their profession and their personal lives, opportunities to participate in peer discussions, access to a chapel and daily studies with a chaplain. Most importantly, the opportunity to get to know and create a continued network of support once the retreat is over.

Every amount raised and or donated to the Western Kansas Coalition for First Responders will be used to make good men and women better, and no salaries are ever paid. Your support is key in keeping the First Responders working in Western Kansas healthy and able to continue to provide services to the communities they love. We ask our First Responders for so much, and now they need your help with a kind donation.

If you have any questions, please do not hesitate to contact me anytime. Thank you for your time and thank you for your consideration of this request.

Bill Powers, Executive Director
Western Kansas Coalition for First Responders
620-521-8505

City of Garden City 2024 Community Grant
Application to Request Funds

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

Agency Name: Primary Contact Name: Address: Phone Number: Email Address:	Western Kansas Coalition for First Responders Bill Powers 801 N. Main #2 620-521-8505 Westernkcfr@gmail.com www.Westernkcfr.org
The project or program for which you are requesting funds.	Community Grant
Requested Amount of Funding	$10000
How will the funds being requested be used to support the proposed program/project?	Our coalition offers a mental wellness training, free of charge, to all first responders in Western Kansas who have suffered life-altering issues from any traumatic event. This training is a one-week course at Camp Lakeside, Scott City, Kansas held twice a calendar year. The funds will be used to help the coalition pay for campground space, meals provided on site, training supplies/materials and the electronic health record system used by our licensed clinicians.
Please identify the goal(s) of the program/project.	We want to equip our first responders in Western Kansas with the psychoeducation in mental health they need in order to promote resilience and mental wellness. We also want to help our first responders process and work through the trauma they've experienced on the job and in their personal lives by providing pro-bono individual and group counseling sessions from our licensed clinicians throughout the retreat. Our goal is to aid communities so they can keep their most precious resources, their employees.
Is this a one-time program or project? If no, please explain plans for funding in future years.	We will hold two mental health wellness retreats twice a calendar year. One of our many goals is that this organization will be long lasting and as a result, will serve as an aid to any first responder in need in Western Kansas for years to come.
Please identify other anticipated funding sources (those already committed and those targeted) to your program or project.	Our non-profit is 100% funded by donations from within the communities we serve.
Please estimate the number of people served and/or the direct impact of this program or project.	Sixteen first responders in a calendar year. Our holistic mental wellness retreats are held in May and October each year. We can provide service to eight first responders at each retreat.

Please explain your implementation plan.	Please see attached.
Please outline the program or project timeline, including an estimated start date, end date, and project length.	Continuous, two times in a calendar year.

Total itemized budget for program/project:

Itemized Category (i.e. personnel, benefits, etc.)	**Amount**
Lodging (Camp Lakeside, Scott County, Kansas)	$5000
Meals (Prepared by Camp Lakeside employees three times a day)	$1500
Training Supplies and materials during the training retreat.	$2500
Clinician Notes for records kept [by our certified clinicians.	$500
Total:	**$9500**

City of Garden City 2024 Community Grant
Application to Request Funds

Goals

The goals of the Community Grant program are to systematically award funds to persons or organizations that undertake a project or begin a program which has a community wide benefit or a significant benefit to a targeted segment of the population. The Community Grant is also intended to award money for projects or programs that would not customarily be funded through the annual City Budget but serve to meet the identified goals and objectives of the City.

On the following pages, you will find a copy of the adopted goals of the Garden City Commission. These are identified preferences for the coming grant cycle; however, applications will not be disqualified if they do not directly address these goals.

Eligible Applicants

Any person, civic group, not-for-profit agency or private entity will be considered for receiving funds, except for those applications that qualify for AFAC funds (which are City-awarded annual grants for programs that are related to drug and alcohol prevention,) those applications that are eligible for City of Garden City Arts Grant funds, and those applicants which have the ability to levy tax. Please note that, while individuals and organizations outside of Garden City and Finney County may apply, preference is given to local applicants.

Applicants cannot receive Communit Grant funds for more than two consecutive years. If you received funding in 2022 and 2023, you will not be eligible again until 2025.

How to Apply/Request Funds

Provide the Community Grant Selection Committee with a narrative that includes all of the following information. **Incomplete applications will not be accepted**.

1. The name of the applicant.
2. Contact information including a phone number, email address, and mailing address.
3. The project or program for which you are requesting funds.
4. The amount of money requested.
5. An itemized budget of the project or program.
6. The specific use of the money requested as it relates to your entire project or program.
7. Identify the goal of the project or program.
8. Explain if this is a one-time project or program. If it is not, explain plans for funding in future years.
9. Identify other contributors (those already committed and those targeted) to your project or program.
10. Estimate the number of people served and/or the direct impact of this project or program.
11. Please explain your implementation plan.
12. A project timeline including an estimated start date, end date, and project length.

13. For construction projects: include a list of at least three firms that have bid to work on the project or an explanation of why the project must be sole source. All firms must be licensed contractors.

Due Date

Applications must be submitted electronically by 4:00 p.m., **January 26, 2024** to Danielle Burke at Danielle.Burke@gardencityks.us. All applicants will receive a verification email that the application has been received. Additionally, please mail or hand-deliver to:

Danielle Burke, Assistant City Manager
301 N. 8th
PO Box 998
Garden City, KS 67846

Funding

The City Commission has identified a total of $31,500 in the 2024 Budget to fund the Community Grant Program that will be awarded through a competitive application process.

Reporting

Grant recipients will be required to submit a report indicating how funds were utilized and be invited to provide an update detailing the program's progress to the Board in late 2024. These will be approximately 5-10 minutes for each successful applicant.

GARDEN CITY
KANSAS

MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Staff
DATE: February 20, 2024
RE: 25th Judicial District Juvenile Corrections - Appointment

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ISSUE:

The Governing Body is asked to consider and approve 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.

BACKGROUND:

None.

ALTERNATIVES:

1. The Governing Body may approve the reappointment of Chief Courtney Prewitt.
2. The Governing Body may deny the reappointment of Chief Courtney Prewitt.

RECOMMENDATION:

Staff recommends the Governing Body approve the appointment.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
25th Judicial District Juvenile Corrections Adv Board	2/16/2024	Backup Material

FINNEY COUNTY
KANSAS

DEPARTMENT OF CORRECTIONS
Beth Beavers, Director
bbeavers@finneycounty.org
T. (620) 272-3800
F. (620) 272-6297

February 5, 2024

Garden City Board of City Commissioners
301 N. 8th St.
Garden City, KS 67846

Re: Re-appointment request for Juvenile Corrections Advisory Board Member, Chief Courtney Prewitt

Dear Commissioners:

The 25th Judicial District Youth Services Juvenile Corrections is requesting the re-appointment of Chief Courtney Prewitt to serve on the Juvenile Corrections Advisory Board.

In accordance with KSA 75-7044, his appointment would be for a three-year term and run from March 2024 through February 2027.

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

Respectfully,

Beth Beavers

Beth Beavers,
Director

cc: Chief Courtney Prewitt
copy

FINNEY COUNTY
KANSAS

DEPARTMENT OF CORRECTIONS
Beth Beavers, Director
bbeavers@finneycounty.org
T. (620) 272-3800
F. (620) 272-6297

February 25, 2021

Garden City Board of City Commissioners
301 N. 8th St.
Garden City, KS 67846

Re: Reappointment request for Juvenile Corrections Advisory Board Member, Attorney Lara Blake-Bors

Dear Commissioners:

The 25th Judicial District Youth Services Juvenile Corrections is requesting the re-appointment of Attorney Lara Blake-Bors to serve on the Juvenile Corrections Advisory Board.

In accordance with KSA 75-7044, her appointment would be for a three-year term and run from March 2024 through February 2027.

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

Respectfully,

Beth Beavers

Beth Beavers
Director

cc: Attorney Lara Blake-Bors
copy

GARDEN CITY
KANSAS

MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Rachelle Powell, Director of Aviation
DATE: February 20, 2024
RE: Airport Raceway Fifth Lease Amendment

ISSUE:

The Governing Body is asked to consider and approve 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.

BACKGROUND:

The City of Garden City (City) and Airport Raceway Corporation (Tenant) entered into a Lease Agreement beginning on April 1, 2006, with the termination date (after all extensions) of March 31, 2012. The rental amount was $1,644.50; however, the annual rent was reduced to $822.25. The First Lease amendment extended the term of the agreement for an additional five-year term to end on March 31, 2017, with the annual rent of $500. The Second Lease Agreement extended the lease for a one-year term to end on March 31, 2018, with the annual rent of $250. The Third Lease Amendment extended the term for an additional five-year term to end on March 31, 2023, and increased the annual rent to $350. The Fourth Amendment extended the lease for a year term to end on March 31, 2024, and increased the annual rent to $2,400. The fifth amendment extends the term of the lease agreement for an additional three-year term to expire on March 31, 2027.

The Airport Advisory Board reviewed the lease agreement during the December 14, 2023, meeting.

ALTERNATIVES:

1. The Governing Body may approve 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.
2. The Governing Body may not approve 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.
3. The Governing Body may provide guidance to staff.

RECOMMENDATION:

Staff and the Airport Advisory Board recommend the Governing Body approve 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.

FISCAL NOTE:

The annual revenue of $2,400 is allocated to the airport budget fund 56161100-3141.

ATTACHMENTS:

Description	Upload Date	Type
Airport Raceway Fifth Lease Amendment	2/2/2024	Backup Material

FIFTH LEASE AMENDMENT

THIS FIFTH LEASE AMENDMENT (Fifth Amendment) is made and entered into effective the _____ day of _____, 2024, by and between CITY OF GARDEN CITY, KANSAS, hereinafter referred to as (City) and AIRPORT RACEWAY CORPORATION, Garden City, Kansas, hereinafter referred to as (Tenant).

WITNESSETH:

WHEREAS, City and Tenant heretofore entered into a Lease Agreement (Agreement), dated June 27, 2006, having a beginning date of April 1, 2006, and a termination date, after all extensions, of March 31, 2012; and

WHEREAS, pursuant to a Lease Amendment, City and Tenant extended the term of the Agreement for one (1) additional five (5) year term to end on March 31, 2017, and the annual rent was amended to Five Hundred Dollars ($500.00) per year; and

WHEREAS, pursuant to a Second Lease Amendment, City and Tenant extended the term of the Agreement for an additional one (1) year term to end on March 31, 2018, and the annual rent was amended to Two Hundred Fifty Dollars ($250.00) per year; and

WHEREAS, pursuant to a Third Lease Amendment, City and Tenant extended the term of the Agreement for an additional five (5) year term to end on March 31, 2023, and the annual rent was amended to Three Hundred Fifty Dollars ($350.00) per year; and

WHEREAS, pursuant to a Fourth Lease Amendment, City and Tenant extended the term of the Agreement for an additional one (1) year term to end on March 31, 2024, and the annual rent was amended to Two Thousand Four Hundred Dollars ($2,400.00) per year; and

WHEREAS, City and Tenant desire to extend the term of the Agreement for an additional three (3) year term.

NOW, THEREFORE, City and Tenant hereby agree as follows:

1. **LEASE EXTENSION.** City and Tenant hereby agree to extend the term of the Agreement for three (3) years, from April 1, 2024, to March 31, 2027.

2. **LEASE RATIFICATION.** The parties hereby ratify and confirm all of the remaining terms, provisions and conditions of the Agreement, and agree that they shall remain in full force and effect for the mutual benefit of and be binding upon the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned parties have executed this Fifth Amendment, effective as of the date first set forth above.

CITY OF GARDEN CITY, KANSAS

By _____
Manuel F. Ortiz, Mayor

ATTEST:

_____
Celyn N. Hurtado, City Clerk

AIRPORT RACEWAY CORPORATION

By _____
Jack Crook

GARDEN CITY
KANSAS

MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Rachelle Powell, Director of Aviation
DATE: February 20, 2024
RE: Airport - Trego Dugan Equipment Use Agreement

ISSUE:

The Governing Body is asked to consider and approve 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.

BACKGROUND:

Trego Dugan, Grand Island Inc., (Trego Dugan) is the ground handling and airline services contractor at the airport. Trego Dugan intends to use the City's portable ground passenger boarding ramp on larger commercial aircraft and charter flights as needed.

ALTERNATIVES:

1. The Governing Body may approve 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.
2. The Governing Body may not approve 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.
3. The Governing Body may provide guidance to staff.

RECOMMENDATION:

Staff recommends the Governing Body approve 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.

FISCAL NOTE:

Trego Dugan agrees to pay $25 each day the ramp is used. The revenue is allocated to the airport's budget fund 56161100-3142.

ATTACHMENTS:

Description	Upload Date	Type
Trego Dugan Equipment Use Agreement	2/8/2024	Backup Material
GCK Ground Passenger Boarding Bridge	2/8/2024	Backup Material

GARDEN CITY REGIONAL AIRPORT
EQUIPMENT USE AGREEMENT

THIS EQUIPMENT USE AGREEMENT ("Agreement") is made and entered into this 20th day of February, 2024, between the CITY OF GARDEN CITY, KANSAS (CITY), and TREGO DUGAN AVIATION of Grand Island, Inc. ("TREGO DUGAN").

WHEREAS, CITY owns and operates a KCI Bar Series Passenger Boarding Ramp ("Boarding Ramp") at the Garden City Municipal Airport ("GCRA") shown in **Exhibit "A"**; and

WHEREAS, TREGO DUGAN occasionally has a need to use the Boarding Ramp; and

WHEREAS, the parties desire to enter into a written agreement setting forth the terms and conditions of the agreement between the parties.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

1. TERM. The term of this Agreement shall commence on February 1, 2024, and terminate on January 31, 2025, or sooner as provided herein. The term of this Agreement shall automatically renew for successive, one (1) year terms following the conclusion of the initial term on January 31, 2025, unless either party hereto gives written notice of its intent to terminate the Agreement, with such notice to be provided to the other patty hereto at least sixty (60) days prior to the expiration of the initial term for any extended term.

2. PAYMENT. TREGO DUGAN agrees to pay CITY the daily amount of Twenty-five Dollars ($25.00) for each day that the Boarding Ramp is used. Use shall be tracked by TREGO DUGAN and details of usage along with payment shall be due on the 15th of each month during the entire term.

3. INDEMNIFICATION. TREGO DUGAN shall indemnify, defend, save and hold harmless the City and its officers and employees, from and against all suits or claims that may be based upon any damage or injury or death, to any person or property that may occur, or that may be alleged to have occurred, in the course of the use of the Boarding Ramp by TREGO DUGAN, and also whether such claims be made by an owner, officer, principal, employee, or a contractor or its employees, of TREGO DUGAN, or by any third party, and by members of the public, and whether or not it shall be claimed that the damage or injury or death was caused through the negligent act or omission in whole or in part of the City and/or its officers and/or employees. TREGO DUGAN shall, at TREGO DUGAN's own expense, pay all attorney fees, and costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the City and/or its officers and/or its employees in any such action, or actions, TREGO DUGAN, at TREGO DUGAN's own expense, shall satisfy and discharge the same. The preceding shall not apply to require indemnification by TREGO DUGAN for any liability, claims, suits, etc., arising from when the Boarding Ramp is not being used by TREGO DUGAN.

4. INSURANCE. TREGO DUGAN shall acquire and keep in effect during the term of this Agreement property insurance on the Boarding Ramp in an amount equal to the replacement cost of the Boarding Ramp, and TREGO DUGAN shall bear the cost of the same. Any such policy shall name CITY as additional insured and City shall, in the event of proceeds being paid out users such policy be entitled to receive such as it relates to damaged or destroyed equipment. TREGO DUGAN shall provide CITY will proof of such insurance. Such insurance may to be cancelled without thirty

(30) days written notice to CITY. TREGO DUGAN shall carry commercial general liability insurance covering injury or death to persons, as well as property damage or loss with limits of no less than $1,000,000 per occurrence and $2,000,000 aggregate. TREGO DUGAN shall name CITY as an additional insured under any commercial general liability insurance policy, and TREGO DUGAN shall provide proof of coverage to CITY.

5. ASSIGNMENT. TREGO DUGAN shall not assign or transfer this Agreement.

6. DEFAULT. Notwithstanding the foregoing, any waiver of any breach of covenants herein contained to be kept and performed by TREGO DUGAN shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent CITY from declaring a forfeiture for any succeeding breach either of the same covenant or otherwise. This Agreement is made upon the express condition that if TREGO DUGAN fails to comply with the terms of this Agreement, or if TREGO DUGAN fails or neglects to perform or observe any of TREGO DUGAN's obligations hereunder, and such failure and neglect shall continue for ten (10) days after written notice to TREGO DUGAN from CITY, CITY at any time thereafter, by written notice to TREGO DUGAN, may lawfully declare the termination of this Agreement. CITY shall have the right to remove, at TREGO DUGAN's expense, any of TREGO DUGAN's property left remaining in or upon the GCRA. CITY shall have the right to pursue all available remedies allowed by law, should TREGO DUGAN be in default.

7. GENERAL COVENANTS.

(a) All notices required or which may be given hereunder shall be considered as properly given if delivered in writing, personally, or sent by certified mail, postage prepaid, addressed as follows:

If to CITY: Director of Aviation
Garden City Regional Airport
2225 S. Air Service Road, Suite 112
Garden City, Kansas 67846
(620) 276-1190

If to TREGO DUGAN: TREGO DUGAN
Attention:
Vince Dugan
P.O. Box 1226
North Platte, NE 69103
(308) 532-5864

Notices 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 of the obligations, agreements and understandings of the parties hereto and there are no oral agreements or understandings between the parties hereto concerning the subject covered by this Agreement.

(c) This Agreement may be amended, changed or modified, only upon the written consent of the parties. This Agreement shall supersede and replace all prior agreements between the parties.

(d) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, personal representatives and permitted assigns.

(e) This Agreement will be governed by and construed in accordance with the substantive laws of the State of Kansas without regard to conflict of laws and all disputes arising under or relating to this agreement shall be brought and resolved solely and exclusively in the Finney County District Court.

(f) The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be approved as set forth below.

CITY OF GARDEN CITY, KANSAS

_____
Date

By _____
Manuel F. Ortiz, Mayor

ATTEST:

_____
Celyn N. Hurtado, City Clerk

TREGO DUGAN Aviation of Grand Island, Inc.

2/6/24
Date

By _____
President

W:\RDG\CITY\AIRPORT\AGREEMENTS\TREGO.DUGAN.AVIATION\EquipmentUseAgmt(2024.Clean.Final).docx

GCK Ground Passenger Boarding Bridge

GARDEN CITY
KANSAS

MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Drew Hardwick, Executive Information Officer
DATE: February 20, 2024
RE: 2024 Office 365 license renewal

ISSUE:
The IT Department is requesting approval for the 2024 Office 365 license renewal.

BACKGROUND:
The IT Department communicated with the other departments to determine their current and planned office licensing for 2024. Below are the numbers based on the conversations.

Department	G3	G1
Airport	19	3
City Hall	51	12
Fire	46	0
Golf	7	1
Housing	2	1
Muni Court	8	0
PD	97	3
Public Utilities & Public Works	43	38
Parks & Recreation	37	23

Company	Total
Go Full Cloud	$75,808.19 G3 - $220.80/per user G1 - $92.40/per user
Logicalis	$88,259.04 G3 - $255.60/per user G1 - $106.92/per user
CDWG	$83,806.46 G3 - $241.90/per user G1 - $104.58/per user

ALTERNATIVES:
1. The Governing Body may authorize the purchase for the 2024 Office 365 license renewal from Go Full Cloud.
2. The Governing Body may not authorize the purchase of the 2024 Office 365 license renewal from Go Full Cloud and suggest an alternative.

RECOMMENDATION:
The IT staff recommends the Governing Body authorize the purchase for the 2024 Office 365 license renewal.

FISCAL NOTE:

The IT Department 2024 budget includes $56,800 in 10011117-5531 for the Office 365 licenses for the General Fund departments. The total General Fund cost amounts to $56,282. The Office 365 license cost for Enterprise Fund Departments will be come from their 2024 budgets. These include: Airport - $4,472, Golf - $1,638, Housing - $534, Public Utilities & Public Works - $12,232.

GARDEN CITY
KANSAS

MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: February 20, 2024
RE: New and Renewed Contractor Licenses for February 20, 2024

ISSUE:
The Governing Body is asked to consider and approve the contractor licenses for February 20, 2024.

BACKGROUND:
Attached is the list of contractors who have applied for a new contractor license or license renewal from Neighborhood & Development Services. All of the contractors on the list have completed the requirements necessary to obtain their contractor license for 2024.

ALTERNATIVES:
1. The Governing Body may approve the contractor licenses as presented.
2. The Governing Body may not approve the contractor licenses.

RECOMMENDATION:
Staff recommends the Governing Body approve.

FISCAL NOTE:
None.

ATTACHMENTS:

Description	Upload Date	Type
Contractor License February 20, 2024	2/14/2024	Backup Material

CONTRACTOR LICENSE AGENDA
February 20, 2024

2024 NEW

CLASS A GENERAL CONTRACTOR
Edgar Flores Construction, Inc.

CLASS D-E ELECTRIC CONTRACTOR
CWC Electrical

CLASS E-SOC SPECIALIZED OTHER CONTRACTOR
G&M Garcia Construction (Drywall & Plaster)
G&M Garcia Construction (Framing)
AJ&A Works LLC (Excavation)

2024 RENEWAL

CLASS B BUILDING CONTRACTOR
J&J Construction LLC
Adeos Construction
Aqua Shield Roofing & Construction, LLC

CLASS C RESIDENTIAL CONTRACTOR
RF Installations, LLC

CLASS D-E ELECTRIC CONTRACTOR
Partin Electric
J&L Electric

CLASS D-M MECHANICAL CONTRACTOR
Ramos Heating & Air Conditioning

CLASS E-SOC SPECIALIZED OTHER CONTRACTOR
G&M Lawn Service LLC (Sprinkler systems)
Quality Connections LLC (Flatwork)

CLASS D-P PLUMBING WITH GAS CONTRACTOR
J&J Construction LLC

GARDEN CITY
KANSAS

MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Rachelle Powell, Director of Aviation
DATE: February 20, 2024
RE: Airport December 14, 2023 Minutes

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

BACKGROUND:
Attached is the Garden City Regional Airport Advisory Board minutes for December 14, 2023.

ALTERNATIVES:
None.

RECOMMENDATION:
None.

FISCAL NOTE:
None.

ATTACHMENTS:

Description	Upload Date	Type
Airport December 14, 2023 Minutes	2/6/2024	Backup Material

ADVISORY BOARD MINUTES
DECEMBER 14, 2023

5:30 P.M. MEETING CALLED TO ORDER

MEMBERS PRESENT
Charlie Robinson, Michael Richmeier, Carmen DeLaTorre, Jette DeSalvo, Tyler Deines, Blair Loving, and Aaron Anderson

MEMBERS ABSENT

STAFF PRESENT
Rachelle Powell and Blair Rodriguez

ITEM 1 PUBLIC COMMENT

No public comment.

ITEM 2 APPROVAL OF NOVEMBER 9, 2023, MINUTES

Charlie Robinson made a motion to approve the November 9, 2023, Airport Advisory Board minutes. Aaron Anderson seconded the motion. The motion passed unanimously.

ITEM 3 AIRPORT RACEWAY LEASE

The Airport Advisory Board was asked to review and provide recommendations for the Lease Agreement between the City of Garden City and Airport Raceway Corporation.

Airport Raceway Corporation leases ground from the City of Garden City to operate a racetrack. The current lease began on April 1, 2006 with a termination date of March 31, 2012. The lease was amended with a five-year extension that expires March 31, 2017. The advisory board extended the lease for an additional year with a reduction of rent, which expired in March 31, 2018. The lease was amended a third time with the term April 1, 2018 – March 31, 2023 with an increase to rent. The lease was amended a fourth time for one year to end on March 31, 2024. The chart below indicates the historic rental amounts.

Year	Lease Rental Amount	Tenant requested reduced rent
2006	$1,644.50	$822.25
2007	$1,644.50	$822.25
2008	$1,644.50	$411.00
2009	$1,644.50	$822.25
2010	$1,644.50	$822.25
2011	$1,644.50	$822.25
2012-2016	$500	$500
2017	$250	$250
2018 - 2023	$350	$350
2024	$2,400	

Aaron Anderson made a motion to recommend a fifith amendment to the lease agreement to extend the lease for three years. Carmen DeLaTorre seconded the motion. The motion passed unanimously.

ITEM 4 DIRECTOR'S REPORT

Staff reviewed the Director's Report with the Airport Advisory Board.

ITEM 5 MONTHLY REPORTS

Staff reviewed the monthly reports with the Airport Advisory Board.

ITEM 6 BOARD MEMBER COMMENTS

A. Charlie Robinson – Congratulated staff on a good year and nice work on the new terminal.

B. Michael Richmeier – No comment.

C. Carmen De La Torre – No comment.

D. Jette DeSalvo – Thanked staff for their hard work in 2023.

E. Tyler Deines – No comment.

F. Blair Loving – No comment.

G. Aaron Anderson – No comment.

ITEM 7 ADJOURNMENT

Charlie Robinson made a motion to adjourn until January 11, 2024. Tyler Deines seconded the motion. The motion passed unanimously.

GARDEN CITY
KANSAS

MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: February 20, 2024
RE: Garden City Board of Zoning Appeals November 3, 2023, Minutes

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

BACKGROUND:
Attached are the approved minutes from the November 3, 2023, Garden City Board of Zoning Appeals meeting.

ALTERNATIVES:
None.

RECOMMENDATION:
None.

FISCAL NOTE:
None.

ATTACHMENTS:

Description	Upload Date	Type
GCBZA Minutes 03NOV23	2/14/2024	Backup Material

MINUTES
BOARD OF ZONING APPEALS
GARDEN CITY, KANSAS

November 3, 2023

The Garden City Board of Zoning Appeals scheduled a Public Hearing at 9:00 a.m. Friday, November 3, 2023, in the City Commission Chambers at the City of Garden City Administrative Center located at 301 North 8th Street, Garden City, Kansas.

I. CALL TO ORDER

Meeting called to order at 9:00 a.m. Present were Member Acosta, Member Collins, Chairman Mesa, and Member Rishel. Also in attendance were Staff Charles, Staff Presisto and Staff Thompson.

II. APPROVAL OF MINUTES

Member Rishel made a motion to approve the minutes from the August 8, 2023. Member Collins seconded the motion. Votes were taken by yeas and nays and recorded as follows:

Mesa	Rishel	Acosta	Karhoff	Collins
Yea	Yea	Yea	Not Present	Yea

Motion passed.

III. SUBMITTAL OF EXHIBITS FOR THE RECORD

A. City of Garden City Zoning Regulations as amended
B. City of Garden City Subdivision Regulations of 1996 as amended
C. City of Garden City 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

IV. NEW BUSINESS

GCBZA2023-17: Hector Sanches Estrada has applied for a building setback variance for the property generally located at 708 Ida St., Garden City, KS.

Staff Thompson- Presented staff report.

OPEN PUBLIC HEARING
CLOSE PUBLIC HEARING

Member Mesa- I'm fine with it. Being that it is in an older neighborhood and in fact I think the house next to it has the same.

Member Collins- Is it any different?

Staff Thompson- No, when we attempted to meet in September, some of the board members had asked that the applicant match their neighbor to the south and the applicant was fine with that and that is what we proposed.

Member Collins- I do remember something like that and it looks like it has been addressed.

MEMBER COLLINS MADE A MOTION TO APPROVE THE VARIANCE. MEMBER ACOSTA SECONDED THE MOTION.

Votes were taken by yeas and nays and recorded as follows:

Mesa	Rishel	Acosta	Karhoff	Collins
Yea	Yea	Yea	Not Present	Yea

Motion passed.

GCBZA2023-18: Jamie Medina has applied for a conditional use permit to operate a tavern/nightclub at the property generally located at 105 N. 12th St., Garden City, Kansas.

Staff Presisto- Presented staff report.

John Lidner, Applicant Representative- We don't have anything further or to present. We are here to answer any questions and just request approval.

Chairman Mesa- It's been a bar in the past and I don't take any issue with it at all.

Member Rishel- It's pretty cut and dry.

OPEN PUBLIC HEARING
CLOSE PUBLIC HEARING

MEMBER COLLINS MADE A MOTION TO APPROVE THE VARIANCE. MEMBER ACOSTA SECONDED THE MOTION.

Votes were taken by yeas and nays and recorded as follows:

Mesa	Rishel	Acosta	Karhoff	Collins
Yea	Yea	Yea	Not Present	Yea

Motion passed.

V. ADJOURN

The meeting adjourned at 9:09 A.M.

Trent Maxwell — Secretary
Aleecya Charles — Staff
John Presisto — Staff

Reynaldo Mesa — Chairman
Geoff Karhoff — Vice-Chairman