



**AGENDA
CITY COMMISSION MEETING
Tuesday, March 19, 2024
1:00 PM**

City Administrative Center, 301 N. 8th Street

I. Note:

Pre-Meeting at 11:00 a.m. - 12:30 p.m., located at the City Administrative Center for a review of the 2024-2025 City Commission goals. Administrative staff will be present and the pre-meeting is open to the public.

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

III. PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION

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

A. March 5, 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 April 1, 2024 as James Southern Day in Garden City, Kansas.

B. The Governing Body is asked to consider and allow the Mayor to proclaim March 19, 2024 as Levita Rohlman Rupp Day in Garden City, Kansas.

C. The Governing Body is asked to consider and approve a request from Debbi Reynolds with CASA to waive the sign ordinance and right-of-way restrictions and to have a banner and ten pinwheels placed at Third Street and Kansas Avenue from April 15 - 21, 2024.

D. The Governing Body is asked to consider and approve a request from Lenzy Kuebler with Garden City Community College to waive the sign ordinance and right-of-way restrictions and to have a banner placed at Third Street and Kansas Avenue from April 10 - 13, 2024.

VII. REPORT OF THE CITY MANAGER

- A. Presentation of the current status of the Neighborhood & Development Services interlocal agreement.
- B. Notice of grant award from the Kansas Corporation Commission (KCC) regarding the Infrastructure Investment and Jobs Act application.
- C. Presentation of the February 2024 report from the Garden City Regional Airport.
- D. Presentation of the February 2024 Activity Reports from the Garden City Fire Department.
- E. Presentation of the February 2024 Building Report from Neighborhood & Development Services.
- F. Presentation of the February 2024 monthly staff report from Lee Richardson Zoo.

VIII. MEETINGS OF NOTE

- March 16, 2024 - Garden City Area Chamber of Commerce Legislative Coffee at the Beth Tedrow Student Center from 10:00 a.m. - 11:30 a.m.
- March 18, 2024 - Newman University and Garden City Community College - The Expansion of Higher Education Reception at GCCC, Beth Tedrow Student Center at 8:45 a.m.
- March 20, 2024 - Garden City Area Chamber of Commerce Breakfast at the Clarion Inn at 7:10 a.m.
- March 21, 2024 - Citizens Academy Session One - City Manager's Office, City Clerk, and Service and Finance at the City Administrative Center from 5:30 p.m. to 8:30 p.m.
- March 27, 2024 - Finney County Economic Development Corporation Board of Directors meeting in the City Chambers at the City Administrative Center at 7:30 a.m.
- March 28, 2024 - Citizens Academy Session Two - Buffalo Dunes, Recreation Center, O'Brate Gymnastics Center at Garden City Recreation from 5:30 p.m. to 8:30 p.m.
- April 11, 2024 - Garden City Area Chamber of Commerce Awards Banquet & Annual Meeting at Garden City Community College, Dennis Perryman Complex
- April 20, 2024 - Garden City Area Chamber of Commerce Legislative Coffee at the Beth Tedrow Student Center from 10:00 a.m. - 11:30 a.m.

IX. CONSIDERATION OF APPROPRIATION ORDINANCE

- A. Appropriation Ordinance No. 2599-2024A

X. CONSIDERATION OF ORDINANCES AND RESOLUTIONS

- A. 1:30 p.m. - The public hearing for the consideration of annexation for a portion of Jennie Barker Road by ordinance is brought before the Governing Body.
 - 1. Ordinance No. _____ - 2024, an ordinance annexing land to the City of Garden City, Kansas pursuant to subsections (a)(1),(3), and (6) of K.S.A. 12-520.

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

1. Resolution No. _____-2024, a resolution authorizing the removal of motor vehicle nuisances from certain properties in the City of Garden City, Kansas, pursuant to Section 38-63 of the Code of Ordinances of the City of Garden City, Kansas (503 N. Taylor Avenue - Blue Vehicle).

XI. OLD BUSINESS

XII. NEW BUSINESS

- A. The Governing Body is asked to consider the Garden City Electric Department to be the electric service provider for property annexed into the boundaries of the City of Garden City by Ordinance No. 2975-2024.
- B. The Governing Body is asked to consider and approve minor changes to the Infrastructure Improvement Agreement with Maverik, Inc.
- C. The Governing Body is asked to consider and approve the distribution of the Downtown Development Funds for 220 North Main Street.
- D. The Governing Body is asked to consider and approve the distribution of the Downtown Development Funds for 109 Grant Avenue.
- E. The Governing Body is asked to consider and approve the recommendation to the United States Department of Transportation to accept the proposal from American Airlines to provide Essential Air Service at Garden City Regional Airport.
- F. The Governing Body is asked to consider and approve the Garden City Fire Department applying for an Assistance to Firefighters Grant (AFG) for acquisition of a tanker truck.
- G. The Governing Body is asked to consider and approve applying for a Fire Protection & Safety Grant for a new smokehouse.

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 Replat, Kansas Food Bank Addition.
2. The Governing Body is asked to consider and approve a bid for \$51,436 from Motorola Solutions for the purchase of radios and related accessories.
3. The Governing Body is asked to consider and approve the contractor licenses for March 19, 2024.
4. The Governing Body is asked to consider and approve the 2024 Taxi

License.

XIII. CITY COMMISSION REPORTS

A. Mayor Ortiz

B. Commissioner Unruh

C. Commissioner Cessna

D. Commissioner Landgraf

E. Commission Nguyen

XIV. OTHER ENTITIES

XV. ADJOURN



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Staff
DATE: March 19, 2024
RE: Pre-Meeting - 2024-2025 City Commission Goals

ISSUE:

Pre-Meeting at 11:00 a.m. - 12:30 p.m., located at the City Administrative Center for a review of the 2024-2025 City Commission goals. Administrative staff will be present and the pre-meeting is open to the public.

BACKGROUND:

At the 2024 City Commission annual retreat, the Commission was presented contextual information from staff regarding the state of the City's finances, the current draft Capital Improvement Plan, citizen input from a recent community survey, and the reporting out on the performance related to the 2023-2024 City Commission Strategic Goals and Objectives. Additionally, the Commission reviewed the product of a prioritization exercise based solely on the (estimated) \$127 million-worth of capital projects related to the Parks & Recreation portion of the organization (Parks, Cemetery, Recreation, Zoo, and Buffalo Dunes Golf Course) and identified in departmental master plans, the capital improvement plan, and the community comprehensive plan.

Following the morning session, the City Commission brainstormed a large list of potential 12–18-month objectives. Each Commissioner then had 18 dots to allocate across that list with the ability to place more than one dot on those things that they felt might be of even greater importance. Based on that “dot” exercise, City staff reviewed and organized the items receiving at least one dot into four overarching Strategic Goal categories. After some review and discussion by the Commission, there was consensus to move forward with a draft 2024 Goals and Objectives document with four Strategic Goal categories described as follows; 1) Develop and preserve strong relationships with our community, other communities, and other levels of government, 2) Upgrade and maintain existing public infrastructure and facilities, 3) Encourage private development consistent with being the regional hub, and 4) Develop new public facilities.

At the recommendation of the City Commission, a second “dot” exercise was performed after the retreat and each commissioner has a chance to assign 10 “digital dots” to the objectives listed under the four Goal categories. The attached draft spreadsheet shows the Strategic Goal Categories with their list of strategic objectives. Each Strategic Goal Category is organized with the supporting objectives under the category listed from the highest priority objective to the lowest priority objective as defined by the sum of the “dots” earned in both rounds (the retreat exercise and the post retreat exercise). In the event of the tie, the “Average Breadth of Support” score was used which indicates the average number of commissioners that placed at least one dot on the item in each of the two rounds. The third tie break was the dots received in the retreat exercise and the

fourth tie break was the dots received in the post-retreat exercise.

Senior Staff has reviewed the Draft 2024-2025 Strategic Goals and Objectives document and has added for the City Commission’s review the assigned lead Senior Staff Member and what we interpret to be actionable steps staff will take in response to each of the supporting objectives (“12-18 Month Performance Expectation”). During the course of the year, the City Commission, through actions and City Commission workshops and regular meetings, will have the opportunity to start, stop, accelerate, or redirect these steps, however, we’ve taken the time to add this new step this year as it compliments the “readback” technique we are promoting internally among supervisor and subordinate workforce when defining “mission” and subsequently discussing and aligning goals, objectives, and tasks.

Staff has also proposed some edits to the descriptions of the supporting objectives in instances where the objective used during the retreat brainstorming exercise was written as a topic and not phrased as an objective. Those are highlighted cells in the left-hand column for your review and consideration as well.

The expectation of the pre-meeting workshop is that staff and the Commission will come to the meeting have read the document and prepared edits, questions, or comments for the purpose of arriving at a consensus on a draft document that can be presented to the City Commission for ratification at your April 2, 2024 regular meeting.

ATTACHMENTS:

Description	Upload Date	Type
Goal Setting Packet	3/15/2024	Backup Material

Develop and Preserve Strong Relationships with our Community, other communities, and other levels of government	Retreat Priorities (allocating 18 "dots")	Retreat Breadth of Support (allocating 19 "dots")	2nd Round Priorities (allocating 10 "dots")	2nd Round Breadth of support (allocating 10 "dots")	Combined "dots"	Average Breadth of Support	Lead Sr. Staff Member	12-18 Month Performance Expectation
Advocate for a Divided US Hwy83	4	4	4	4	8	4	CM	1. Complete SS4A Study, 2. Strengthen relationships with other US83 communities through in person and virtual meetings, 3. Include additional US83 expansion projects in KDOT's IKE Plan.
Work with Finney County on a Law Enforcement Center solution	4	4	3	3	7	3.5	CM	1. Actively participate in Finney County led discussions concerning renovations to the Law Enforcement Center. 2. Investigate and propose strategies for a joint and/or GCPD-only interim station.
Enhance USCIS presence to provide Naturalization services	4	4	2	2	6	3	ADM	1. Continue to actively collaborate with the United States Citizenship and Immigration Services (USCIS) to advocate for establishing an Immigration Office in Garden City for naturalization services. 2. Due to limited USCIS resources, the feasibility of this project is currently constrained. In response, staff has proposed increasing USCIS mobile immigration services for Southwest Kansas to occur once per month, rotating between Garden City, Dodge City, and Liberal. 3. Staff will further cultivate relationships with local partners to initiate the implementation of the Strategic Plan for Welcoming and Integration, which aims to encourage community residents to actively pursue naturalization and cultivate inclusive communities for enhanced economic prosperity.
Collaborate with other communities	3	3	1	1	4	2	CM	1. Communicate with area city and county governments to share and discuss each others' needs and issues. 2. Identify opportunities for regional collaboration. 3. Propose leading strategies to the Commission for collaboration as well as strategies for continued regional intergovernmental discussions.
More State Agency Presence	3	3	0	0	3	1.5	CM	1. Visit with each State Administrative Agency to learn about services and personnel deployment. 2. Identify and prioritize service shortfalls for Garden City/SWKS. 3. Work with the Governor's Office, Legislature and State agency directors to improve service delivery in prioritized areas of service shortfalls.

								1. Review the previous discussions. 2. Schedule meeting with developer and city manager to discuss the reciprocal use of CORE Fitness and Sports of the World facilities. 3. Brainstorm ideas and goals for a partnership that can mutually benefit and support the mission of both organizations while providing the best services for Garden City. 4. Draft a clear agreement defining the expectations and responsibilities of both organizations. 5. If necessary, establish a budget for the use of the Sports of the World Facility/Core Fitness and implement it during the 2025 budget planning process.
Negotiate use of the Sports of the World facility for programming	1	1	2	2	3	1.5	P&R	
Youth Leadership Engagement	2	2	0	0	2	1	ADM	1. The City of Garden City will establish Engage GCK. A youth leadership program that will introduce youth to City services, programs, and employees who serve our community. 2. Collaborate with USD 457 and GCCC to host civics education classes at their sites, aiming to inspire future leaders towards civic engagement. 3. Encourage youth participation by creating avenues for them to provide their input and feedback on City policies, programs, and initiatives. This could include advisory boards and surveys.
Enhance Water quality and quantity	2	2	0	0	2	1	PW&U	1. Complete the necessary funding (revenue bonds) for additional water storage towers, water distribution system improvements, and water well redrilling with necessary enhancements in 2024 / 2025. 2. Complete the lead copper inventory program as required in 2024 with the development of a lead and copper remediation plan. 3. Continue with the water reuse/aquifer stabilization project.
Advocate for a Divided US Hwy50/400	1	1	1	1	2	1	CM	1. Identify portions of the US50/400 route from Colorado to Missouri not yet improved/improved to a divided highway standard. 2. Prioritize and advocate for remaining unimproved areas to be included in IKE Plan pipeline.
Vacant Property Tax	1	1	1	1	2	1	PS&D	1. Identify state statutes that dictate the ability of municipalities to establish a vacant property tax and present findings to the Governing Body.
Advocate for a US 50 Bypass	1	1	0	0	1	0.5	CM	1. Advocate for the Design and Right of Way Acquisition for the US Hwy 50 bypass to be included in the IKE Plan pipeline.

								1. Actively promote and raise awareness about the GCCC trade's program within the community. Collaborate on marketing campaigns, participating in local events, and engaging with the community to highlight the benefits of the program. Increased visibility can attract more students to enroll in the trades program and encourage local businesses to support it through apprenticeship or sponsorship opportunities. 2. Partner with GCCC on their Apprenticeship program that will combine on-the-job training with related technical instruction to build a qualified workforce. 3. Establish a Workforce Development Partnership: Collaborate with Garden City Community College (GCCC) to establish a formal workforce development partnership. This partnership could involve regular meetings between City officials, GCCC administrators, and local industry leaders to identify workforce needs, align curriculum with industry demands, and develop targeted training programs within the trades sector.
Support of GCCC Trades Program	1	1	0	0	1	0.5	ADM	
Provide opportunities for local artists	1	1	0	0	1	0.5	P&R	1. Research and explore collaborative strategies with community partners and stakeholders to provide opportunities for artists of all ages, including both experienced and novice. 2. Propose options and alternatives.
Investigate expanding polling locations	1	1	0	0	1	0.5	ADM	1. Work with Finney County to review the current polling location setup, factoring in staffing, equipment availability, and available resources to possibly expand polling locations. 2. Collaborate with Finney County to launch increased voter registration and turnout initiatives, boosting civic engagement within the community.
Fill all open advisory board positions	1	1	0	0	1	0.5	ADM	1. Promote Open Positions. Advertise vacant advisory board positions through social media, local media outlets, and city websites to increase awareness and encourage applications. 2. Simplify Application Process: Make the application process straightforward and accessible by providing clear instructions and easy-to-find application forms online and at city offices, removing unnecessary barriers for interested candidates. 3. Targeted Recruitment: Engage with community organizations, professional associations, and neighborhood groups to actively recruit candidates.

Support the mission/vision of St Catherine Hospital	1	1	0	0	1	0.5	PS&D	1. Work with St. Catherine to identify opportunities for alignment between the organizations and present findings to the Governing Body. 2. Work with St. Catherine on ongoing emergency management response and schedule a joint table top exercise/workshop to further improve communications for major community events.
Upgrade and maintain existing public infrastructure and facilities								
Create new LRZ drive-in entrance, replace horse barn, and create new all season bird house exhibit	5	5	3	3	8	4	P&R	1. Determine the project's scope: is it one project, two projects, or three projects? Will it be completed at once or in stages? 2. Determine the level of financial support that the Friends of Lee Richard Zoo will provide for the project. 3. Report findings and propose alternatives for project delivery.
Repair and maintenance of roads	3	3	3	2	6	2.5	PW&U	1. Determine financing / funding opportunities for implementation of the eight year (approximately \$2.8 M per year) Street Maintenance Plan in 2024. 2. Start year one of the plan in 2025.
Add field lights to Tangeman Complex	4	4	1	1	5	2.5	P&R	1.Meeting with Tri-entity (GCCC, GCHS, and GCPRD) on March 18, 2024. 2. Determine the feasibility of continued use of these fields d/t proximity of Highway 83 and the potential of a private ballfield complex development. 3. Report findings and propose alternatives for project delivery.
Valley View cemetery expansion	3	3	2	2	5	2.5	P&R	1. The survey of the property that is included in this section expansion was completed during the week of March 4th, 2024 and the project is underway. 2. Execute the project as designed.
Airport fire station fire suppression system	2	2	2	2	4	2	PS&D	1. Determine funding opportunities to move the project forward in the 2025 budget.
Fire station #2 fire suppression system	2	2	2	2	4	2	PS&D	1. Determine funding opportunities to move the project forward in the 2025 budget.
Replace Buffalo Dunes Golf Course (on course) bathrooms x2	1	1	2	2	3	1.5	P&R	1. Define the scope of the project. 2. Investigate options and propose alternatives for project delivery.
Expand Air Service	2	2	0	0	2	1	PS&D	1. Complete the transition to a full security plan in 2024. 2. Continue to work with American Airlines on supporting larger aircraft at Garden City Regional Airport. \
Singing tower renovation	2	2	0	0	2	1	P&R	1. Determine the scope of the work. 2. Propose alternatives for project delivery.
Peebles complex enhancement /renovation	1	1	1	1	2	1	P&R	1.Define the scope of the project. 2. Propose alternatives for project delivery.

Expand Columbarium opportunities at Valley View Cemetery	1	1	1	1	2	1	P&R	1. The concrete pad for the columbarium is completed. There are two existing columbarium structures and space for two additional columbarium structures. 2. Costs for these two columbarium structures are included in the 2024 budget and should be ordered and installed this year.
Update city entrance signs	2	1	0	0	2	0.5	PW&U	1. Create a map showing the location of all existing entrance signs with photographs. 2. Communicate with the Governing Body on desired locations and review existing files for possible future designs and estimated costs.
Determine the future use of the State Theater	1	1	0	0	1	0.5	PS&D	1. Identify grant/funding opportunities for the State Theater that include both options for a City operated facility but also a privately owned facility.
Encourage private development consistent with being the regional hub								
4000 housing units by 2030	5	4	5	4	10	4	PS&D	1. Present some options for the City Commission to consider from a planning and zoning perspective that may help lower the cost of entry into development of housing. 2. Work with potential developers using the tools available to keep projects moving forward and identify new projects that focus on maximizing the number of units per acre.
Expand retail	5	5	3	3	8	4	PS&D	1. Work with Finney County Economic Development Corporation on incentivizing retail development. 2. Update the Neighborhood Revitalization Program in 2024 to help bring retail to existing facilities that could benefit from redevelopment.
Develop affordable housing solutions	4	4	0	0	4	2	PS&D	1. Present some options for the City Commission to consider from a planning and zoning perspective that may help lower the cost of entry into development of housing. 2. Work with potential developers using the tools available to keep projects moving forward and identify new projects that focus on maximizing the number of units per acre.
Increase evening activity/night life in the Downtown	2	2	0	0	2	1	PS&D	1. Work with Finney County Economic Development Corporation and Downtown Vision on opportunities to bring in additional businesses to the downtown. 2. Identify funding opportunities and public private partnership opportunities to invest in downtown businesses.
Encourage and Incentivize Downtown revitalization	1	1	1	1	2	1	PS&D	1. Work with Finney County Economic Development Corporation and Downtown Vision on opportunities to bring in additional businesses to the downtown. 2. Identify funding opportunities and public private partnership opportunities to invest in downtown businesses.

Incentivize gas station at Garden City Regional Airport	1	1	1	1	2	1	PS&D	1. Conduct an analysis of the Garden City Regional Airport site and determine the viability and potential location of a gas station on site and if any restrictions are in place that would need to be considered. Present the findings to the Governing Body.
Explore possibilities for Bus line expansion between communities	1	1	0	0	1	0.5	ADM	1. Advocate for and collaborate with neighboring communities and relevant transportation authorities to assess the need for a bus line expansion. 2. Actively promote the existing bus lines available to residents through marketing campaigns and community engagement initiatives.
Rebuild the Windsor	1	1	0	0	1	0.5	PS&D	1. Facilitate discussion with the City Commission, staff, and legal team regarding the City's role in rebuilding the Windsor while balancing the historic nature of the building and private ownership.
Develop New Public facilities								
2nd waste water treatment plant	3	3	2	2	5	2.5	PW&U	1. Complete the design (PEC Engineering) of the second wastewater treatment plant in 2024. 2. Acquire necessary property required in 2024 / 2025. 3. Research and secure funding and bid on the project in 2026 or 2027.
Develop a Multi-agency Public Safety Training Center	2	2	1	1	3	1.5	PS&D	1. Submit a request for congressionally directed spending to build out Phase I of a multi-agency public safety training Center.
Parks and public works building	1	1	2	2	3	1.5	PW&U	1. Complete design and cost estimate of the facility to house Parks, Streets, and Fleet departments in a facility located adjacent to the existing Utility Service Center in 2024. 2. Determine funding opportunities, and bid in 2025/2026.
Develop city-wide landscape plan	1	1	2	2	3	1.5	P&R	1. Identify existing plans for comparable cities. 2. Review public and private code applications. 3. Present findings and alternatives for project delivery.
Increase sidewalks	1	1	1	1	2	1	PW&U	1. Complete the Pedestrian Pathway/ Sidewalk Expansion project in 2024. 2. Complete the ADA Transition Plan and merge it with the proposed trail/sidewalk expansion plan.
Create a LRZ Train Station for the FOLRZ Train	1	1	1	1	2	1	P&R	1. Define the scope of the project. 2. Identify the level of financial interest from Friends of Lee Richardson Zoo. 3. Identify where the project could be added to the LRZ Master Plan. 3. Identify strategies for funding.
Connect existing trails	1	1	0	0	1	0.5	PW&U	1. Complete the Pedestrian Pathway/ Sidewalk Expansion project in 2024. 2. Complete the ADA Transition Plan and merge it with the proposed trail/sidewalk expansion plan.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: March 19, 2024
RE: 03-05-2024 Commission Meeting minutes

ISSUE:

March 5, 2024 Commission Meeting minutes

ATTACHMENTS:

Description	Upload Date	Type
03-05-2024 City Commission Meeting Minutes	3/15/2024	Backup Material

THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS

City of Garden City

March 5, 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, March 5, 2024.

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

Approval of Minutes

The February 20, 2024 Commission Meeting minutes were approved with corrections.

Public Comment

Consideration of Petitions, Memorials and Remonstrances

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

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

Absent: Unruh

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

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

Absent: Unruh

The Governing body considered proclaiming March 15, 2024 as Ernesto Ferrel Day in Garden City, Kansas. After discussion the Governing Body took no action.

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

Commissioner Landgraf moved to approve. Commissioner Cessna seconded the motion. The

vote was taken by yeas and nays and recorded as follows:

Ayes: Cessna, Landgraf, Nguyen, Ortiz

Absent: Unruh

Report of the City Manager

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

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

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

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

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

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

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

Meetings of Note

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

Consideration of Appropriation Ordinance

Appropriation Ordinance No. 2598-2024A, "an appropriation ordinance making certain appropriations for certain claims in the amount of \$3,057,891.07", was read and considered section by section.

Commissioner Nguyen 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

Absent: Unruh

Consideration of Ordinances and Resolutions

The Governing Body considered and approved an Environmental Nuisance Resolution.

1. Resolution No. 3104 - 2024, a resolution authorizing the removal of nuisance conditions from the property listed below in the City pursuant to Section 38-139 of the Code of Ordinances of the City of Garden City, Kansas (207 W. Olive Street - Chairs, dressers, a vanity, boxes, a dryer, a washer, wood furniture, a workout machine, misc. wood items, and other misc. debris scattered throughout the property).

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

Absent: Unruh

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

1. Resolution No. 3105 - 2024, a resolution authorizing the removal of motor vehicle nuisances from certain properties in the City of Garden City, Kansas, pursuant to Section 38-63 of the Code of Ordinances of the City of Garden City, Kansas (509 Jenny Avenue - Red Vehicle).

Commissioner Landgraf 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

Absent: Unruh

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

1. Resolution No. 3106 - 2024, a resolution authorizing the removal of motor vehicle nuisances from certain properties in the City of Garden City, Kansas, pursuant to Section 38-63 of the Code of Ordinances of the City of Garden City, Kansas (1510 N. 13th Street – White Vehicle).

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

Ayes: Cessna, Landgraf, Nguyen, Ortiz

Absent: Unruh

Old Business

The Governing Body considered and approved the bid alternatives from Lee Construction for restroom facilities and a pavilion at Southeast Park in the amount of \$540,500.00.

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

Ayes: Cessna, Landgraf, Nguyen, Ortiz

Absent: Unruh

New Business

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

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

Absent: Unruh

The Governing Body considered and approved an Infrastructure Improvement Agreement with Maverik, Inc. for work to be done on East Mary Street not to exceed \$90,000.00.

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

Ayes: Cessna, Landgraf, Nguyen, Ortiz

Absent: Unruh

The Governing Body considered and approved the distribution of the 1st portion of the \$50,000 of the AFAC funds as recommended by staff.

Agency	Amount Requested	Amount Recommended
Big Brothers Big Sisters	\$6,000	\$6,000
CASA	\$6,000	\$6,000
FICO Department of Corr.	\$5,960	\$5,960
Garden City Ministerial Alliance*	\$5,000	\$5,000
Real Men Real Leaders	\$6,000	\$6,000
Seeds of Hope Jail Ministry	\$6,000	\$6,000
St. Catherine Hospital	\$5,000	\$5,000
Turning Point*	\$5,500	\$5,500
Total	\$45,460	\$45,460

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

Absent: Unruh

The Governing Body considered and approved the distribution of the 2nd portion of the \$50,000 of the AFAC funds as recommended by the LiveWell Finney County Board.

Agency	Amount Requested	Amount Recommended
Big Brothers Big Sisters	\$25,000	\$25,000

Commissioner Landgraf 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

Absent: Unruh

The Governing Body considered and approved re-appointing Chris Law to a three-year term beginning April 1, 2024 and ending March 31, 2024 on the Sales Tax Oversight Board.

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

Ayes: Cessna, Landgraf, Nguyen, Ortiz

Absent: Unruh

The Governing Body considered and approved appointing Cody Cundiff to a three year term ending December 31, 2027 and Jessica Montoya to a two year term ending December 31, 2026 to the Art Grant Committee.

Commissioner Landgraf 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

Absent: Unruh

Commissioner Cessna moved to approve the Governing Body go into Executive Session for 10 minutes to start at 2:06 p.m. and end at 2:16 p.m. pursuant to K.S.A. 75-4319(b)(2) pertaining to consultation with an attorney for the body or agency which would be deemed privileged in the attorney-client relationship specifically regarding pending litigation with City Attorney Cunningham and City Manager Allen present. Commissioner Nguyen seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Ayes: Cessna, Landgraf, Nguyen, Ortiz
Absent: Unruh

At the expiration of the designated time and in open session Mayor Ortiz stated no action was taken.

Consent Agenda

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

Ayes: Cessna, Landgraf, Nguyen, Ortiz
Absent: Unruh

The Governing Body considered and approved the Task Order for Engineering Services for the Construction on Kansas Avenue between 3rd Street and Belmont Place for \$298,924.51.

The Governing Body considered and approved awarding a street striping contract to Cillessen & Sons for \$107,901.40 for the striping of Kansas Avenue, Buffalo Jones Avenue, and Mary Street.

Cellessen & Sons	\$107,901.40
Tendent Group	\$ 144,150.00

The Governing Body considered and approved the contractor licenses for March 05, 2024.

Other Entities

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

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

Manuel F. Ortiz, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

City Commission Reports

A. Commissioner Nguyen thanked City staff members for their dedication to the community. Commissioner Nguyen congratulated Garden City Police Department Sergeant Cole and Budget

Analyst Urteaga on being named Employee of the Year. Commissioner Nguyen requested staff to create a guideline for Proclamations.

B. Mayor Ortiz thanked the Plymell Elementary School students for presenting an item at the meeting. Mayor Ortiz stated he enjoyed reading the Read Across America Week Proclamation at Jennie Wilson Elementary and enjoyed being a judge at the Garden City High School Youth Entrepreneurship Challenge. Mayor Ortiz congratulated the Garden City High School girls wrestling team for being runners up at the state tournament. Mayor Ortiz thanked Angelica Castillo-Chappel for inviting him to speak on the La Ke Buena radio station. Mayor Ortiz stated he was looking forward to trying the new restaurant at Garden City Regional Airport.

C. Commissioner Unruh was absent.

D. Commissioner Cessna stated he enjoyed the pre-meeting tour of the Sports of the World Complex. Commissioner Cessna reminded the community of the state wide tornado drill on March 6, 2024. Commissioner Cessna stated he enjoyed seeing the larger plane departing from Garden City Regional Airport. Commissioner Cessna encouraged the community to try the new restaurant at Garden City Regional Airport. Commissioner Cessna stated he enjoyed attending the Garden City Police Department Award Ceremony and congratulated those who received awards. Commissioner Cessna stated the USD 457 Board of Education approved the school calendar for the 2024-2025 school year.

E. Commissioner Landgraf stated he was happy to see the record sales tax revenue for the month of February. Commissioner Landgraf congratulated the Garden City High School girls wrestling team for being runners up at the state tournament. Commissioner Landgraf stated he was excited to see the new restaurant at Garden City Regional Airport open and stated he looks forward to trying it out. Commissioner Landgraf requested staff to create a guideline for Proclamations.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Jon Irsik, Fire Chief
DATE: March 19, 2024
RE: James Southern Day Proclamation

ISSUE:

The Governing Body is asked to consider and allow the Mayor to proclaim April 1, 2024 as James Southern Day in Garden City, Kansas.

ALTERNATIVES:

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

RECOMMENDATION:

Staff recommends approval of the proclamation.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
James Southern Day Proclamation	2/13/2024	Backup Material

PROCLAMATION

- WHEREAS, James Southern began working for the City of Garden City as a Firefighter I on March 4, 2003; and
- WHEREAS, James Southern served as a Firefighter, Lieutenant, and Battalion Chief; and
- WHEREAS, James Southern provided unwavering commitment and exemplary leadership within the Garden City Fire Department and in the community; and
- WHEREAS, James Southern is retiring from employment with the City of Garden City on April 1, 2024, after 21 years of service; and
- WHEREAS, James Southern has played a crucial role in the safety and well-being of the residents of Garden City, demonstrating tireless dedication to the protection of life and property, setting a standard of excellence for all members of the Garden City Fire Department.

NOW, THEREFORE, I, Manny F. Ortiz, Mayor of the City of Garden City, do hereby proclaim, April 1, 2024, as

JAMES SOUTHERN DAY

In Garden City, Kansas, and urge all citizens to acknowledge and express their sincere appreciation and thanks for his service to the community, his leadership, and his tireless efforts in safeguarding the lives and property of the residents of Garden City.

Signed and sealed this 19th day of March 2024.

Manny F. Ortiz, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: March 19, 2024
RE: Levita Rohlman Rupp Day of Remembrance Proclamation

ISSUE:

The Governing Body is asked to consider and allow the Mayor to proclaim March 19, 2024 as Levita Rohlman Rupp Day in Garden City, Kansas.

ALTERNATIVES:

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

RECOMMENDATION:

Staff recommends approval of the proclamation.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Levita Rohlman Rupp Day	3/14/2024	Backup Material

PROCLAMATION

WHEREAS, *Levita Rohlman Rupp began her professional work with Catholic Social Charities in 1975; and*

WHEREAS, *During her career, Levita played an essential role in establishing the Garden City office for Catholic Social Services, now Catholic Charities of Southwest Kansas; and*

WHEREAS, *Levita was an indispensable source of wisdom, information, and expertise, touching countless lives through her work in migration and refugee services; and*

WHEREAS, *Levita's legacy is intricately woven into the tapestry of the community's history as she championed the accommodation of the vulnerable and the displaced dating back to helping Southeast Asian refugees in the 1970s and eventually helping refugees from around the globe. For decades, she dedicated her life's work to helping others negotiate the complex immigration system and tirelessly advocated for those who found a "home" in Southwest Kansas; and*

WHEREAS, *In all that she did, Levita exuded unwavering faith, patience, empathy, and justice; and*

WHEREAS, *Levita's passing on February 15, 2024 leaves a void in the lives and hearts of many current and former Garden Citians who benefited from her professional skills and personal qualities;*

NOW, THEREFORE, I, Manuel F. Ortiz, Mayor of the City of Garden City, Kansas, do hereby proclaim March 19, 2024, as

Levita Rohlman Rupp Day of Remembrance

in Garden City, Kansas, and urge all citizens to acknowledge and express their sincere appreciation for the legacy of love, passion for justice, and deep sense of humanity she modelled for our community through her work with refugees and others navigating legal immigration services.

SIGNED AND SEALED this 19th day of March 2024.

Manuel F. Ortiz, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn Hurtado, City Clerk
DATE: March 19, 2024
RE: CASA Child Abuse and Neglect Awareness Month Sign Waiver Request

ISSUE:

The Governing Body is asked to consider and approve a request from Debbi Reynolds with CASA to waive the sign ordinance and right-of-way restrictions and to have a banner and ten pinwheels placed at Third Street and Kansas Avenue from April 15 - 21, 2024.

BACKGROUND:

This request is similar to those approved in the past.

ALTERNATIVES:

Staff has no recommendations.

RECOMMENDATION:

1. The Governing Body may approve the request and right-of-way restrictions to have a banner and ten pinwheels placed at Third Street and Kansas Avenue from April 15-21, 2024.
2. The Governing Body may deny the request.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Sign Request	3/15/2024	Backup Material



SPECIAL EVENT REQUEST

301 N 8TH ST, PO BOX 998
GARDEN CITY, KS 67846
620-276-1160

- ☐ Other
- ☐ Block Party
- ☐ Run/Walk
- ☒ Sign Request
- ☐ Parade**
- ☐ Itinerant Merchant*
- ☐ Sports Event*
- ☐ Carnival/Circus*

*Permit/License Required
**Parade Application Required

3.12.2024

Application Date

CASA Child Abuse and Neglect Awareness Month

Month of April

Name of Event

Date of Event

3rd and Kansas Corner Garden

April 1-April 30

Location of Event

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

Bring Awareness to Child Abuse in our Community

April 1 at noon and April 30 at noon

Purpose of the Event

Actual Start & End Time of Event

Debbie Reynolds

director@spiritoftheplainscasa.org

620-271-6198

Event Coordinator

Address/Email

Phone Number

Additional Contact Names, Email Addresses & Phone Numbers:

Rosie Swick, Ginger Gallardo 620-271-6198

License Applicant Contact Name, Email Address & Phone Number

If you check any of the boxes below, please add specifics in the additional information space provided. If you are requesting any street closures, please provide streets/intersections to be closed or barricaded. Add additional sheet if needed.

Stevens Park Keys and Appointment	N	Run/Walk Route and Map Attached		Extra Trash Receptacles	N	Noise Waiver***	N
GCPD Assistance	N	Electricity Access	N	Alcoholic Liquor or CMB	N		
Street Closure and/or Barricades	N						
Additional Information		We would be installing a Pinwheel Garden and CASA Banner in front of the banner holder. 3rd & Kansas					
Parade Application Attached	N	License					
		KDOT Permit					

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

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

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

Applicant signature

Date

For office use only	
GC Police Department	Downtown Vision
GC Fire Department	Electric Department
Neighborhood & Development	Lee Richardson Zoo
Traffic Department	Public Works/Solid Waste Dept
Parks and Recreation Department	Street Department
City Manager/Commission	Application Received



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn Hurtado, City Clerk
DATE: March 19, 2024
RE: GCCC Auction Sign Waiver Request

ISSUE:

The Governing Body is asked to consider and approve a request from Lenzy Kuebler with Garden City Community College to waive the sign ordinance and right-of-way restrictions and to have a banner placed at Third Street and Kansas Avenue from April 10 - 13, 2024.

BACKGROUND:

This request is similar to those approved in the past.

ALTERNATIVES:

Staff has no recommendations.

RECOMMENDATION:

1. The Governing Body may approve the request and right-of-way restrictions to have a banner placed at Third Street and Kansas Avenue from April 10-13, 2024.
2. The Governing Body may deny the request.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
GCCC Auction - Sign request	3/15/2024	Backup Material

Celyn Hurtado

From: gardencity-noreply@enotify.visioninternet.com
Sent: Wednesday, March 13, 2024 11:32 AM
To: City Clerk
Subject: Garden City: Special Event Form

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

Form Name: Special Event Form
Date & Time: 03/13/2024 11:31 AM
Response #: 10
Submitter ID: 20713
IP address: 164.113.217.1
Time to complete: 3 min. , 50 sec.

Survey Details

Page 1

1. Special Event -

***Permit/License Required**

**** Parade Application Required**

(o) Sign Request

2. Application Date

3/13/2024

3. Name of Event

GCCC Scholarship Auction

4. Date of Event

4/12/2024

5. Address of Event

Finney County Fairgrounds

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

4/10/2024 - 4/13/2024

7. Purpose of Event

Raising money for scholarships for students at GCCC

8. Event Coordinator

Lenzy Kuebler

9. Address/Email

lenzy.kuebler@gcccks.edu

10. Phone Number

5014543738

11. Please indicate those that apply to event

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

☒ Sign or Banner Permission

12. Additional Request and/or Remarks

Not answered

13. License

Not answered

14. KDOT Permit

Not answered

15. Applicant Signature

Lenzy Kuebler

Date 03/13/2024

Thank you,
Garden City

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



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Danielle B. Burke, Assistant City Manager
DATE: March 19, 2024
RE: Update on Interlocal Agreement for Neighborhood & Development Services

ISSUE:

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

BACKGROUND:

At the February 6, 2024, City Commission meeting, the Governing Body approved a consultant type agreement between the City and County for Neighborhood & Development Services related to Planning, Zoning, Inspections, and Code Enforcement. This drafted agreement reflected what City staff believed to be good faith negotiations as well as the intent of both Governing Bodies at the time.

At the March 5, 2024, City Commission meeting, staff provided an update regarding additional meetings that had taken place between both City and County staff. During these meetings, County staff have provided alternative ideas.

The last meeting was held on Thursday, March 14. During that meeting, County staff proposed an alternative to the consultant-type agreement, which, to date, the Board of County Commissioners have not taken action on. However, it is anticipated that at the March 18, 2024, County Commission Work Session on the budget, County staff will provide an update on the current status of the discussions and share their alternative proposal with their Governing Body.

City staff will continue to update the City Commission on the status of discussions, if and when the County Commissioners may take up the proposal you approved and sent to them for their consideration, and/or any alternatives that are presented by Finney County staff (which would need to be approved by both governing bodies).

ALTERNATIVES:

Informational only.

RECOMMENDATION:

Informational only.

FISCAL NOTE:

Informational only.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Mike Muirhead, Director of Public Works and Utilities.
DATE: March 19, 2024
RE: KCC & DOE Grant Application by the Electric Department update.

ISSUE:

Notice of grant award from the Kansas Corporation Commission (KCC) regarding the Infrastructure Investment and Jobs Act application.

BACKGROUND:

In December 2023, The Governing Body authorized staff to submit three applications for two grant opportunities. One grant submission is with the Bipartisan Infrastructure Law Section 40101(d): Preventing Outages and Enhancing the Resilience of the Electric Grid. The other two submitted grants were with the Build Kansas Matching Grant Fund FY2024. The KCC notified staff that one of the three applications was approved by the KCC and is pending the Department of Energy's final approval. The total request of the grant was \$1,075,038.94, with \$724,745.37 coming from the DOE and \$350,293.57 coming from the KCC as the required matching funds. The electrical distribution improvement area is titled the NE Underground Replacement project and is designed to prevent outages and enhance the resilience of the electric distribution grid. It includes replacing the 30-year underground cable and installing new pad mount transformers and other related electrical equipment. The primary area is west of Campus Avenue to Third Street and north of Fair Street to Pioneer Street. A map of the area is attached.

ALTERNATIVES:

For general information only.

RECOMMENDATION:

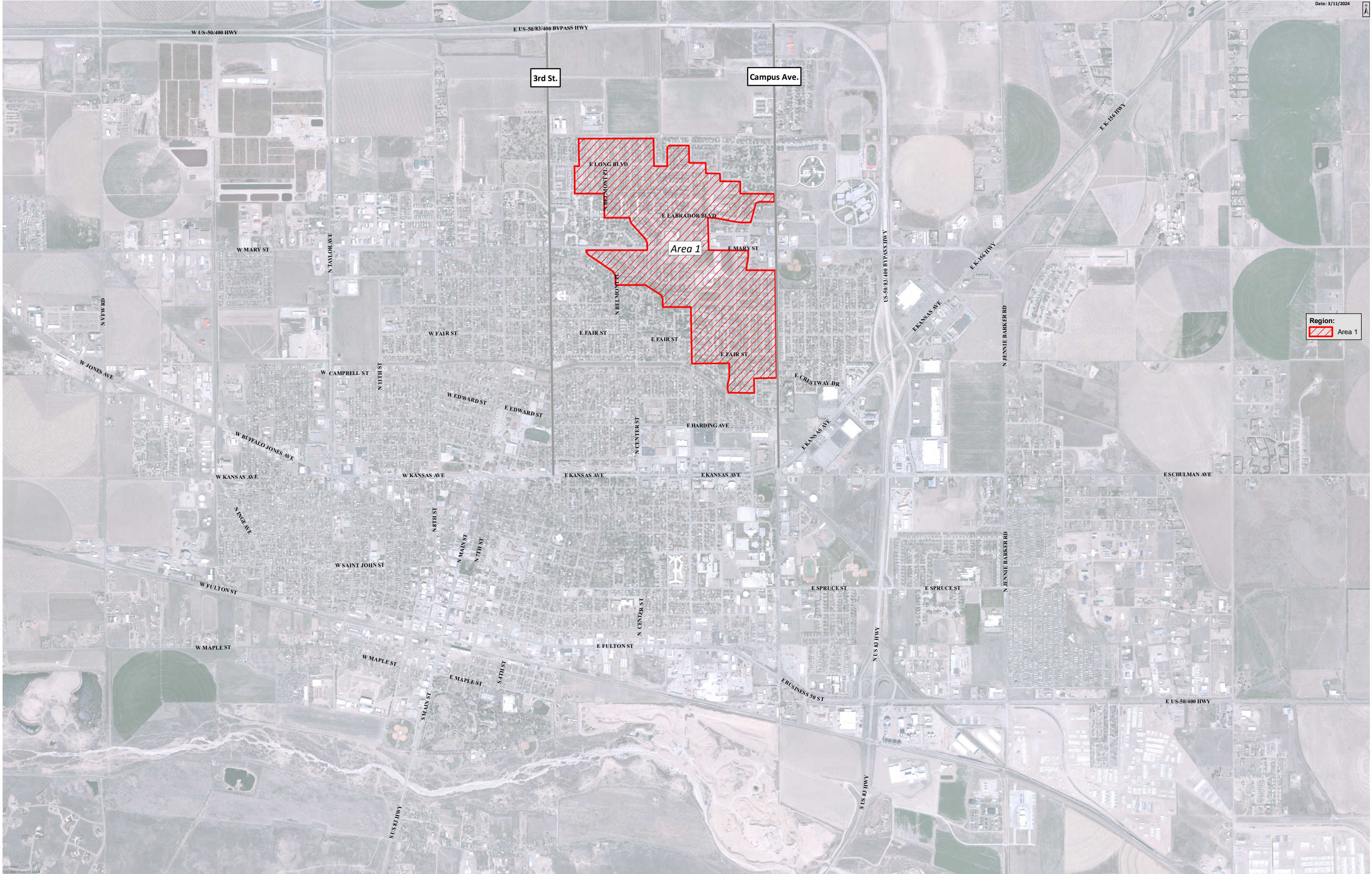
For general information only.

FISCAL NOTE:

No impact, and for general information only.

ATTACHMENTS:

Description	Upload Date	Type
Funding Area Map	3/15/2024	Backup Material



Region:
 Area 1



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Rachelle Powell, Director of Aviation
DATE: March 19, 2024
RE: Airport February 2024 Report

ISSUE:

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

BACKGROUND:

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

ALTERNATIVES:

None.

RECOMMENDATION:

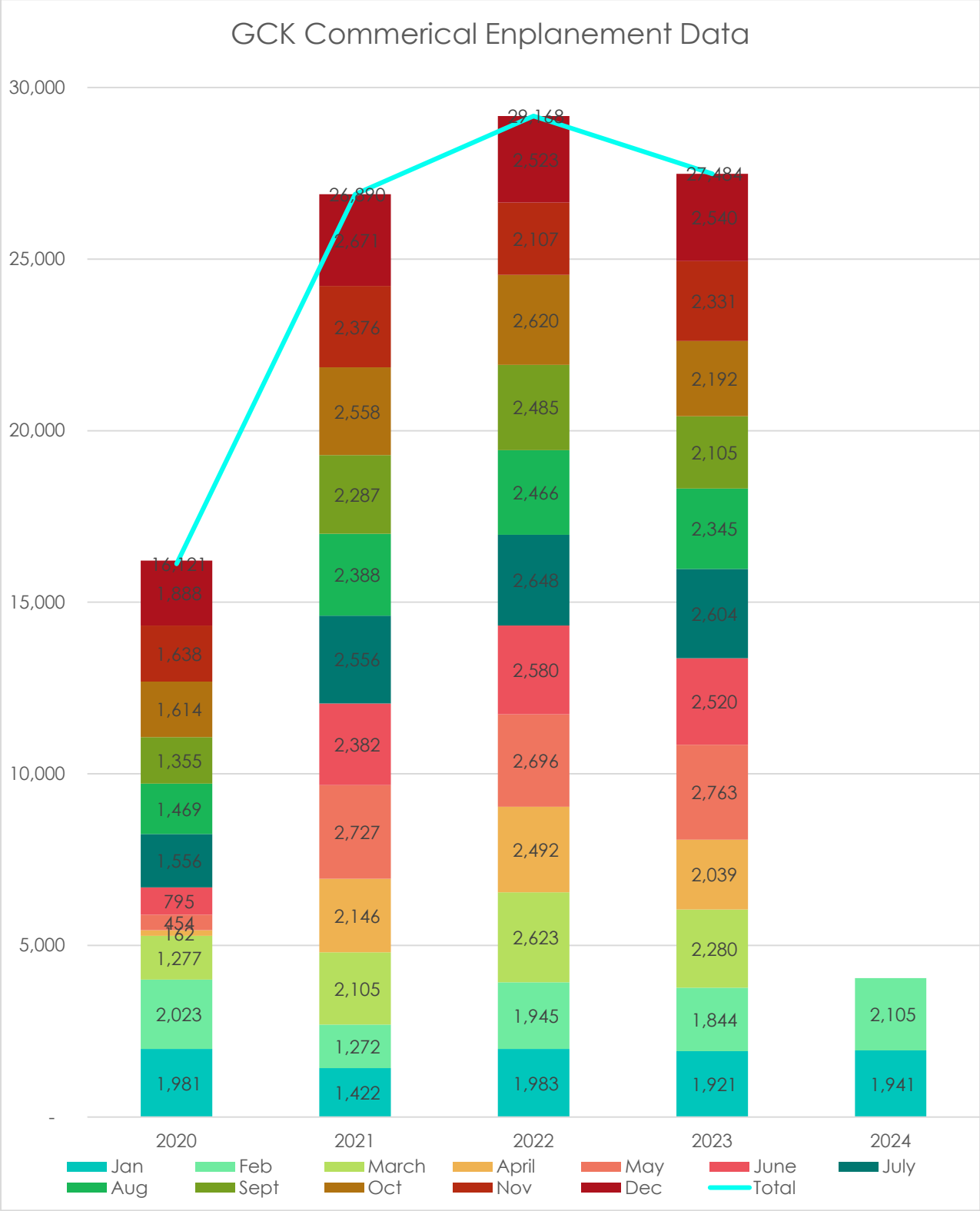
None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Airport February 2024 Report	3/12/2024	Backup Material



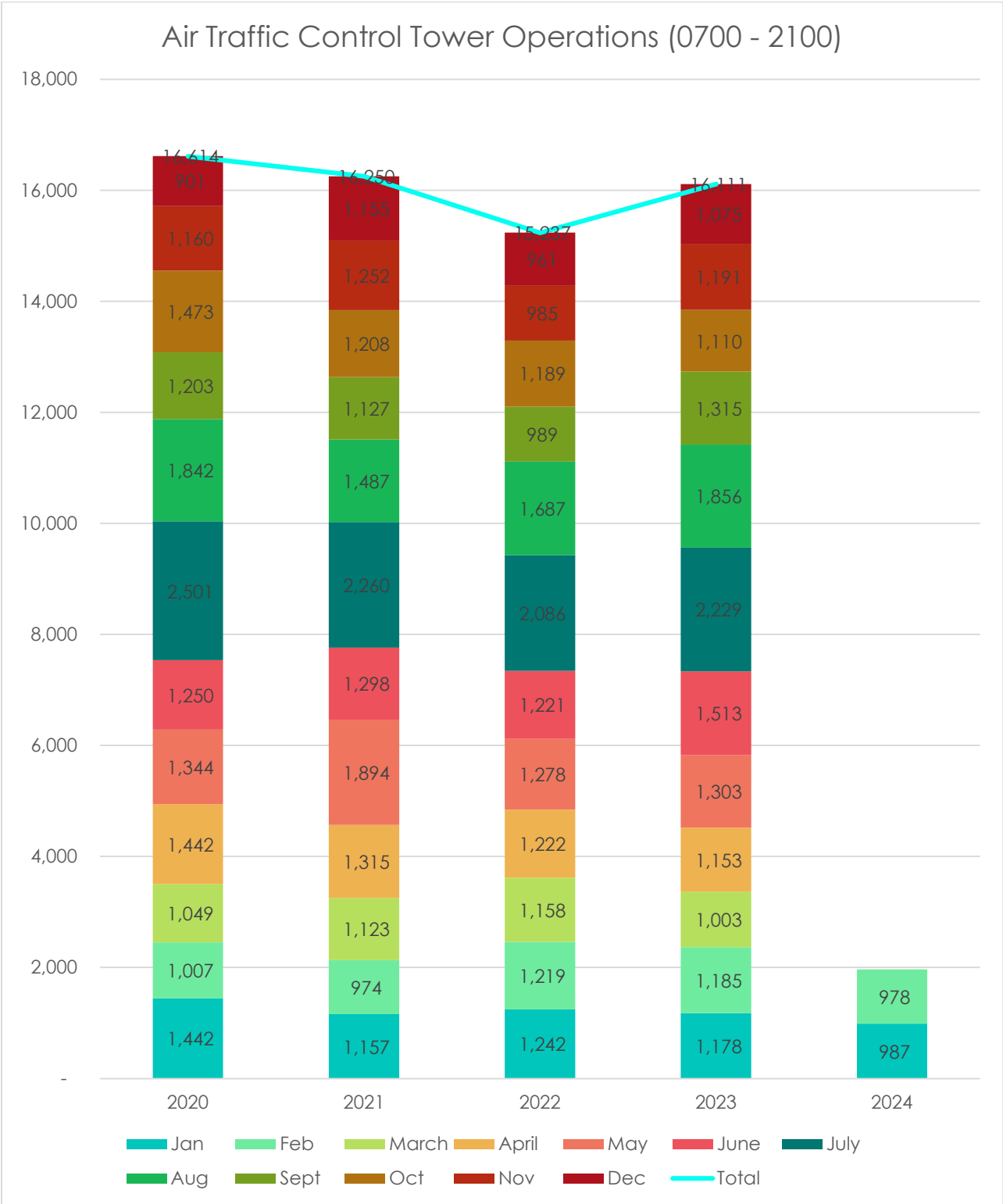
January - February 2024
Western Kansas Commercial Enplanement
Comparison



*Missing LBL Jan



[illegible]





MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Jon Irsik, Fire Chief
DATE: March 19, 2024
RE: Fire Department Activity Report for February 2024

ISSUE:

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

BACKGROUND:

Attached are the Garden City Fire Department incident and inspection reports from February 2024.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
GC Incidents	3/11/2024	Backup Material
GC Inspections	3/11/2024	Backup Material

Garden City Fire Department

Garden City, KS

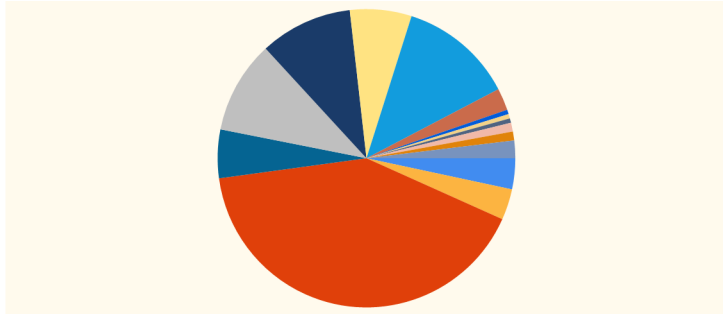
This report was generated on 3/11/2024 3:01:04 PM



Count of Incidents by Incident Type per Zone

Incident Status: All | Start Date: 02/01/2024 | End Date: 02/29/2024

% of Incidents per Zone



A-1 - Zone A-1	Garfield - Garfield Township
A-2 - Zone A-2	Ivanhoe - Ivanhoe Township
Airport - GCR Airport	Pleasant Valley - Pleasant Valley Township
B-1 - Zone B-1	Pierceville - Pierceville Township
B-2 - Zone B-2	Terry - Terry Township
GCT - Garden City Township	Sherlock - Sherlock Township
C-1 - Zone C-1	
C-2 - Zone C-2	
City - City of Garden City	

INCIDENT TYPE	# INCIDENTS	% of TOTAL
A-1 - Zone A-1		
111 - Building fire	1	0.48%
311 - Medical assist, assist EMS crew	2	0.96%
412 - Gas leak (natural gas or LPG)	1	0.48%
611 - Dispatched & cancelled en route	1	0.48%
622 - No incident found on arrival at dispatch address	1	0.48%
736 - CO detector activation due to malfunction	1	0.48%
Zone: A-1 - Zone A-1 Total Incident:	7	3.35%
A-2 - Zone A-2		
311 - Medical assist, assist EMS crew	4	1.91%
322 - Motor vehicle accident with injuries	1	0.48%
412 - Gas leak (natural gas or LPG)	1	0.48%
542 - Animal rescue	1	0.48%
Zone: A-2 - Zone A-2 Total Incident:	7	3.35%
Airport - GCR Airport		
462 - Aircraft standby	86	41.15%
Zone: Airport - GCR Airport Total Incident:	86	41.15%
B-1 - Zone B-1		
131 - Passenger vehicle fire	1	0.48%
143 - Grass fire	1	0.48%
311 - Medical assist, assist EMS crew	5	2.39%
352 - Extrication of victim(s) from vehicle	1	0.48%
550 - Public service assistance, other	1	0.48%
600 - Good intent call, other	2	0.96%
Zone: B-1 - Zone B-1 Total Incident:	11	5.26%
B-2 - Zone B-2		
143 - Grass fire	1	0.48%
311 - Medical assist, assist EMS crew	6	2.87%

Report shows count of incidents for Status selected.



321 - EMS call, excluding vehicle accident with injury	1	0.48%
322 - Motor vehicle accident with injuries	3	1.44%
324 - Motor vehicle accident with no injuries.	2	0.96%
411 - Gasoline or other flammable liquid spill	1	0.48%
445 - Arcing, shorted electrical equipment	1	0.48%
531 - Smoke or odor removal	1	0.48%
611 - Dispatched & cancelled en route	2	0.96%
671 - HazMat release investigation w/no HazMat	1	0.48%
735 - Alarm system sounded due to malfunction	1	0.48%
743 - Smoke detector activation, no fire - unintentional	1	0.48%
Zone: B-2 - Zone B-2 Total Incident:	21	10.05%
C-1 - Zone C-1		
311 - Medical assist, assist EMS crew	5	2.39%
321 - EMS call, excluding vehicle accident with injury	2	0.96%
542 - Animal rescue	1	0.48%
571 - Cover assignment, standby, moveup	5	2.39%
700 - False alarm or false call, other	1	0.48%
Zone: C-1 - Zone C-1 Total Incident:	14	6.70%
C-2 - Zone C-2		
118 - Trash or rubbish fire, contained	1	0.48%
154 - Dumpster or other outside trash receptacle fire	1	0.48%
311 - Medical assist, assist EMS crew	11	5.26%
321 - EMS call, excluding vehicle accident with injury	1	0.48%
324 - Motor vehicle accident with no injuries.	2	0.96%
412 - Gas leak (natural gas or LPG)	2	0.96%
600 - Good intent call, other	1	0.48%
611 - Dispatched & cancelled en route	1	0.48%
622 - No incident found on arrival at dispatch address	1	0.48%
671 - HazMat release investigation w/no HazMat	1	0.48%
721 - Bomb scare - no bomb	1	0.48%
740 - Unintentional transmission of alarm, other	1	0.48%
745 - Alarm system activation, no fire - unintentional	2	0.96%
Zone: C-2 - Zone C-2 Total Incident:	26	12.44%
City - City of Garden City		
311 - Medical assist, assist EMS crew	2	0.96%
551 - Assist police or other governmental agency	1	0.48%
611 - Dispatched & cancelled en route	1	0.48%
735 - Alarm system sounded due to malfunction	1	0.48%
Zone: City - City of Garden City Total Incident:	5	2.39%
Garfield - Garfield Township		
611 - Dispatched & cancelled en route	1	0.48%
Zone: Garfield - Garfield Township Total Incident:	1	0.48%
GCT - Garden City Township		
111 - Building fire	2	0.96%

Report shows count of incidents for Status selected.



143 - Grass fire	1	0.48%
151 - Outside rubbish, trash or waste fire	2	0.96%
155 - Outside stationary compactor/compacted trash fire	1	0.48%
311 - Medical assist, assist EMS crew	5	2.39%
322 - Motor vehicle accident with injuries	2	0.96%
324 - Motor vehicle accident with no injuries.	3	1.44%
611 - Dispatched & cancelled en route	2	0.96%
622 - No incident found on arrival at dispatch address	1	0.48%
651 - Smoke scare, odor of smoke	1	0.48%
745 - Alarm system activation, no fire - unintentional	1	0.48%
Zone: GCT - Garden City Township Total Incident:	21	10.05%
Ivanhoe - Ivanhoe Township		
611 - Dispatched & cancelled en route	1	0.48%
Zone: Ivanhoe - Ivanhoe Township Total Incident:	1	0.48%
Pierceville - Pierceville Township		
143 - Grass fire	1	0.48%
324 - Motor vehicle accident with no injuries.	1	0.48%
Zone: Pierceville - Pierceville Township Total Incident:	2	0.96%
Pleasant Valley - Pleasant Valley Township		
622 - No incident found on arrival at dispatch address	1	0.48%
Zone: Pleasant Valley - Pleasant Valley Township Total Incident:	1	0.48%
Sherlock - Sherlock Township		
143 - Grass fire	2	0.96%
311 - Medical assist, assist EMS crew	1	0.48%
561 - Unauthorized burning	1	0.48%
Zone: Sherlock - Sherlock Township Total Incident:	4	1.91%
Terry - Terry Township		
321 - EMS call, excluding vehicle accident with injury	1	0.48%
322 - Motor vehicle accident with injuries	1	0.48%
Zone: Terry - Terry Township Total Incident:	2	0.96%
TOTAL INCIDENTS FOR ALL ZONES:	209	100%

Report shows count of incidents for Status selected.



Garden City Fire Department

Garden City, KS

This report was generated on 3/11/2024 3:01:44 PM



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

Start Date: 02/01/2024 | End Date: 02/29/2024

OCCUPANCY	COUNT
INSPECTION TYPE: Business Inspection	
Auto Repair	1
Auto Sales and Maintenance	1
Beauty/Barber Shop	1
Business Office	6
Convenience Store	1
Medical, Surgical, Psychiatric	2
Mercantile	13
Moderate Hazard Storage	1
Motel/Hotel	1
Other	1
Restaurant	5
INSPECTION TYPE: CMB & Liquor License	
Assembly	1
Fraternal Club	1
Restaurant	2
INSPECTION TYPE: Construction	
Mercantile	1
INSPECTION TYPE: Hood and Duct Inspection	
Assembly	1
Restaurant	1
INSPECTION TYPE: Mobile Food Truck	
Mercantile	1
INSPECTION TYPE: Zoning Compliance	
Assembly	1
Auto Sales and Maintenance	2
Mercantile	1
Total # of Inspections:	45

Locked inspections only.



emergencyreporting.com

Doc Id: 1132

Page # 1 of 1



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: March 19, 2024
RE: Neighborhood & Development Services Building Report-February 2024

ISSUE:

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

BACKGROUND:

Attached is the February 2024 Building Report from Neighborhood & Development Services.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
February 24 Building Report	3/13/2024	Backup Material

Neighborhood & Development Services

Building Report

February 2024

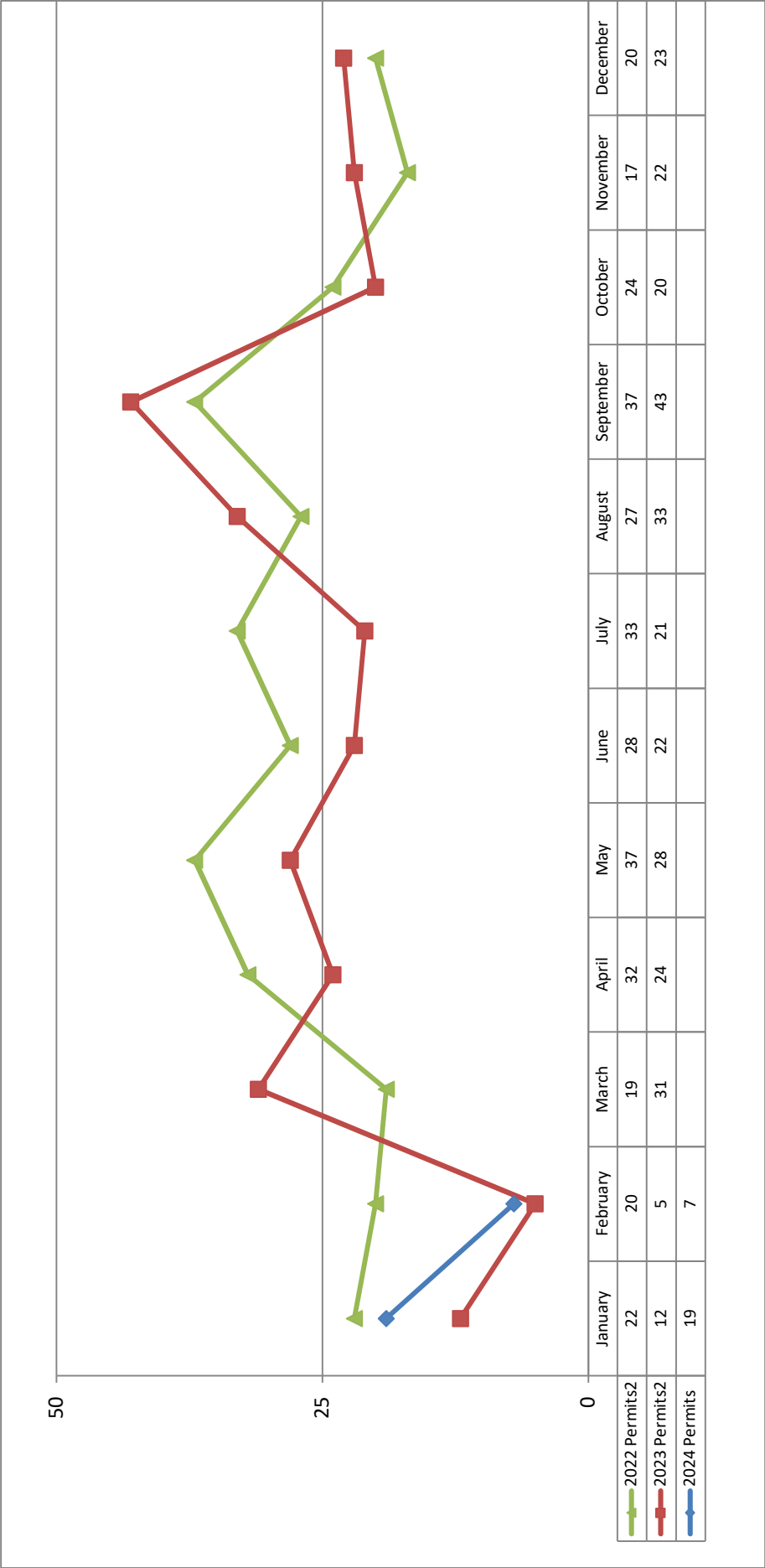


FINNEY COUNTY

2024 MONTHLY BUILDING REPORT

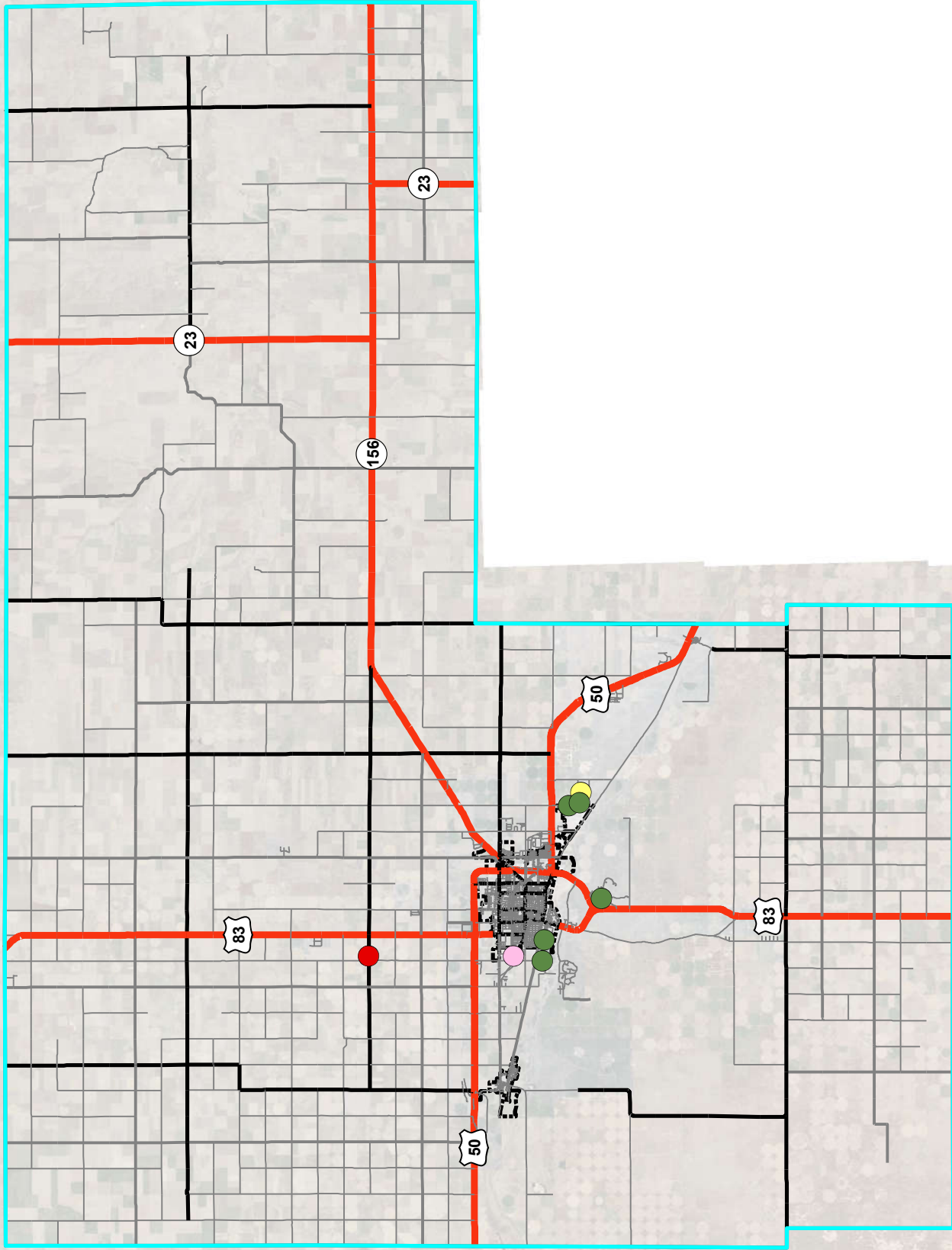
2024 Monthly Report		Single Family Includes Modular Permits	Single Family Manufactured Permits	Multi-Family Permits (two or more attached dwellings)	Residential Remodel Permits	Commercial Permits	Industrial Permits	Commercial & Industrial Remodel Permits	Misc. Permits (Utility, Religious, Public or Non-Profit)	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	2,299	624		800			1,932		5,655	45
	PERMITS	1	1		4			1		7	
	VALUATION	220,000	108,000		95,500			435,690		859,190	
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		1	1	0	19	0	0	5	0	\$ 8,207	80
										26	
										\$ 1,040,829	

2022-2024 FINNEY COUNTY BUILDING REPORT



Finney County

Permit Types
February 2024



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

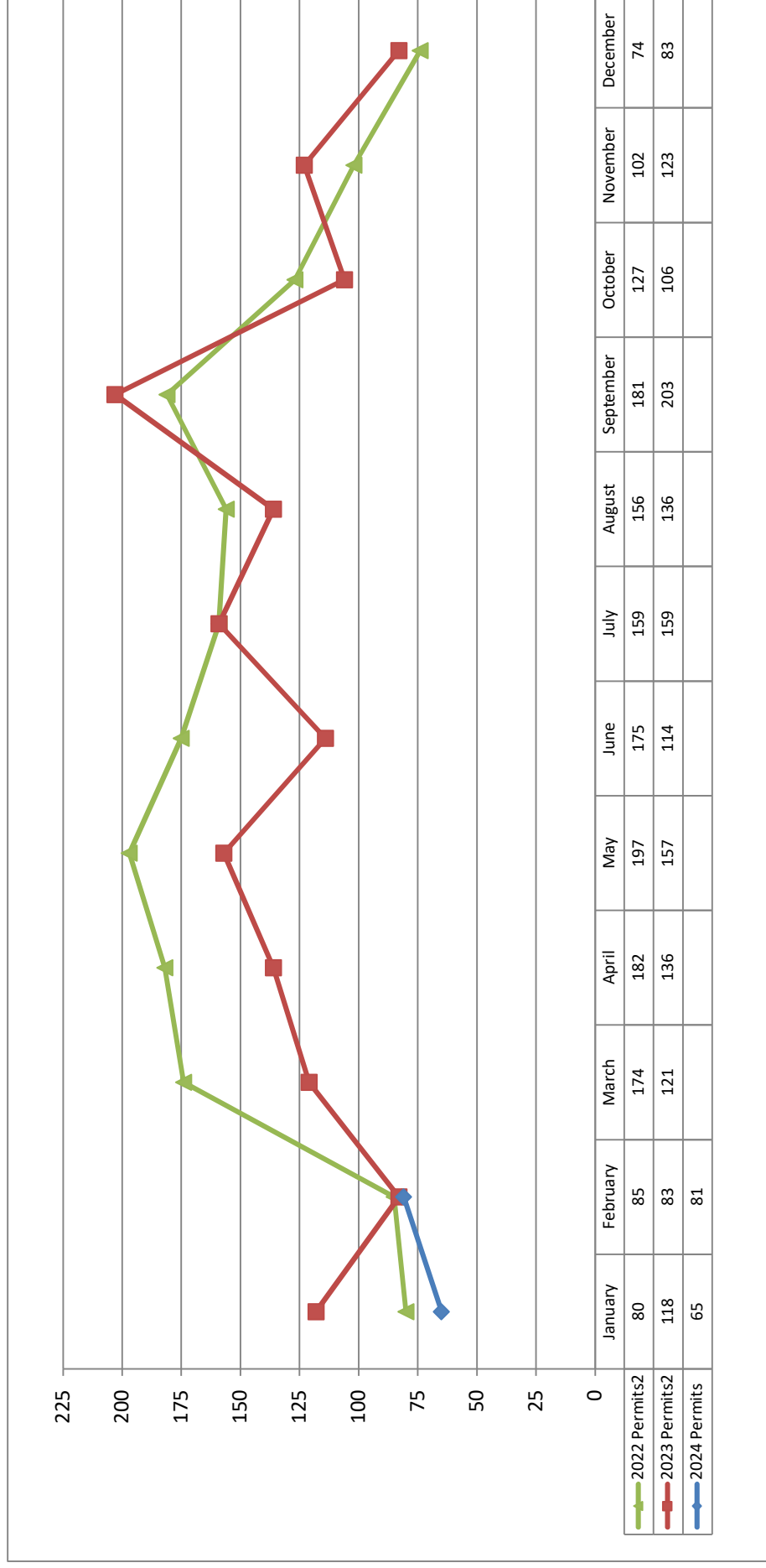
Permit #	District	Permit Type	Address	Amount	Value	Structure	Project Description
RC23-00011	Finney County	BD - New Residential Construction Building Permit	905 West Maple Street	\$ 636.50	\$ 85,000.00	Residential Remodel	Addition to House
RC23-00012	Finney County	BD - Repair, Replacement, or Remodel Building Permit	221 7 West Jones Frontage Road	\$ 1,932.00	\$ 435,689.99	Commercial/Industrial Remodel	Roof re-cover
RC23-00007	Finney County	BD - Residential Accessory Building Permit	313 North View Road	\$ 105.00	\$ 8,000.00	Residential Remodel	New Bleachers
RC23-00007	Finney County	BD - New Residential Construction Building Permit	2355 West Six Mile	\$ 2,289.00	\$ 220,000.00	SF Residential Includes Modular	New 84 X 35 Single Family Home
RC23-00014	Finney County	BD - New Residential Construction Building Permit	1105 South Rolling Hills Road	\$ 634.20	\$ 188,000.00	SF Manufactured (HUD Standards)	New double wide mobile home
RC23-00086	Finney County	BD - Repair, Replacement, or Remodel Building Permit	2349 Kensington Circle	\$ 29.00	\$ 1,000.00	Residential Remodel	REOALLOTTING WATER HEATER REPLACEMENT
RC23-00089	Finney County	BD - Repair, Replacement, or Remodel Building Permit	645 South Towns Road	\$ 29.00	\$ 1,500.00	Residential Remodel	Replace water main
			Total	\$ 5,654.70	\$ 859,189.99		

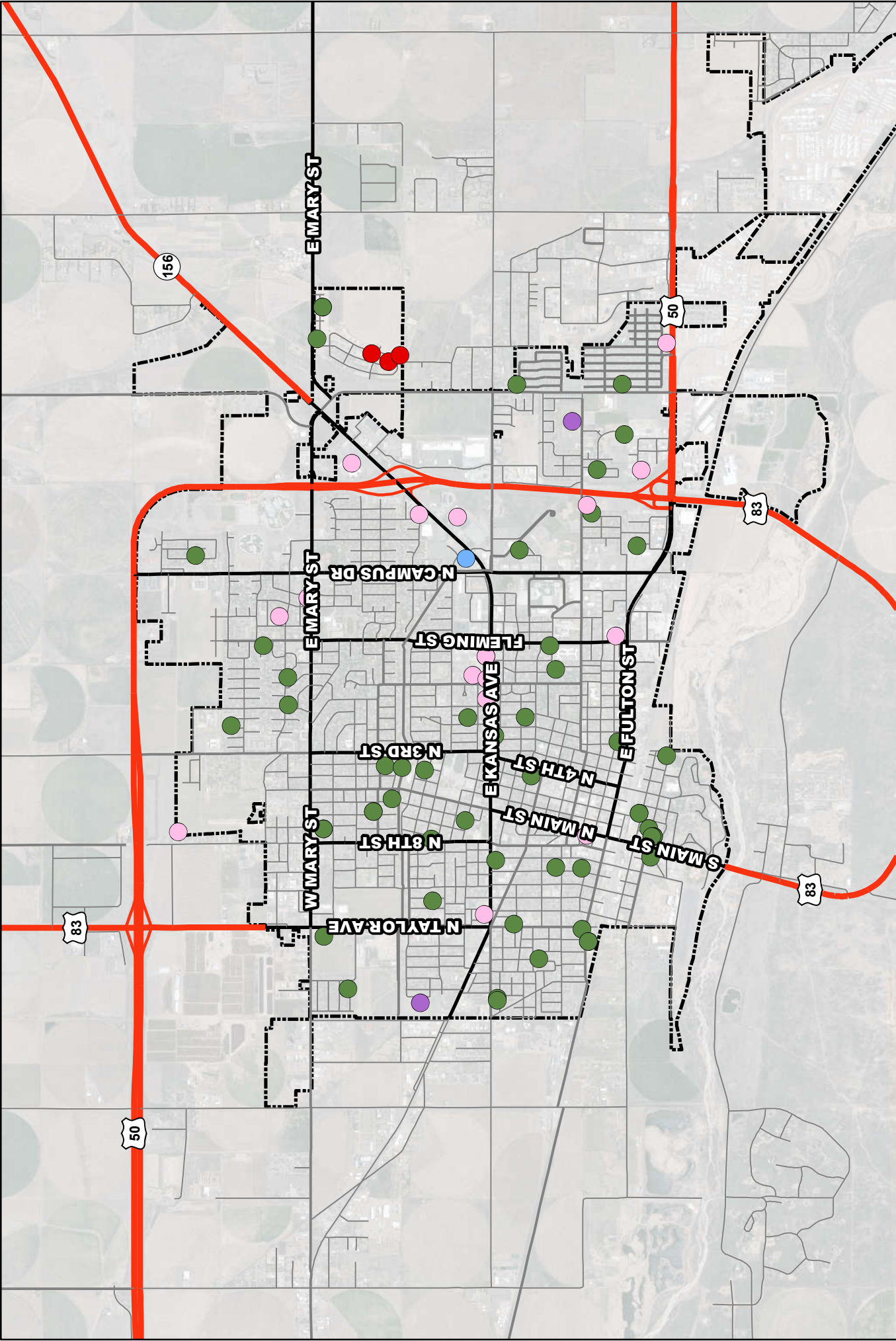
GARDEN CITY

2024 MONTHLY BUILDING REPORT

2024 Monthly Report		Single Family Includes Modular Permits	Single Family Manufactured Permits	Multi-Family Permits (two 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	2,607			4,425	6,810		31,486	12,214	\$ 57,542	263
	PERMITS	3			56	2		17	3	81	
	VALUATION	805,000			451,704	2,020,000		5,751,092	3,950,791	\$ 12,978,586	
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		4	1	0	93	3	0	42	3	\$ 152,872	450
										146	
										\$ 56,284,345	

2022-2024 GARDEN CITY BUILDING REPORT





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

Permit #	District	Permit Type	Address	Amount	Value	Structure	Project Description
R23-000093	Garden City	BD - Repair, Replacement, or Remodel Building Permit	203 North TAYLOR Avenue	\$ 105.00	\$ 22,300.00	Residential Remodel	All new A/C system and running lines in the bathroom to connect washer
R23-000153	Garden City	BD - Fence Permit	4005 HAWTHORNE Way	\$ 29.00	\$ 300.00	Residential Remodel	3" wood Fence
R23-000008	Garden City	BD - Right of Way and Excavation Permit	303 East SANTA FE Street	\$ 30.00	\$ 300.00	Residential Remodel	Replace water line
C23-000038	Garden City	BD - New Commercial Construction Building Permit	2310 East KANSAS Avenue	\$ 14,227.35	\$ 1,000,000.00	Commercial/Industrial Remodel	Kohl's - Interior Demolition, Dimpinishing Walls, Electrical, Mechanical Work & 12x40 concrete pad for the test compactor (exterior)
R23-000098	Garden City	BD - Repair, Replacement, or Remodel Building Permit	303 East SANTA FE Street	\$ 29.00	\$ 300.00	Residential Remodel	Replace water line
R23-000099	Garden City	BD - Repair, Replacement, or Remodel Building Permit	909 EVANS Street	\$ 29.00	\$ 300.00	Residential Remodel	100 Amp meter can installation / Branch Damage
C23-000008	Garden City	BD - Concrete Permit	3122 Cecil Drive	\$ 4,800.00	\$ 1,350,000.00	Commercial/Industrial Remodel	Driveway, Approach, Sidewalk, and Building Footings (only underground utility work included)
R23-000080	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1113 East KANSAS	\$ 220.00	\$ 30,000.00	Commercial/Industrial Remodel	Remove Home Non-Load Bearing Walls
C23-000004	Garden City	BD - New Commercial Construction Building Permit	309 North MAIN Street	\$ 130.00	\$ 10,000.00	Commercial/Industrial Remodel	Partial Renovation to a Room in the South Portion of the Second Floor
R23-000093	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1305 East KANSAS Avenue	\$ 4,160.00	\$ 1,000,000.00	Commercial/Industrial Remodel	Refrigeration Upgrades and condenser and freezer replacements
R23-000004	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2015 North 6TH Street	\$ 29.00	\$ 2,500.00	Residential Remodel	Replace existing roof w/EPDM
SP23-000009	Garden City	BD - Sign Permit	1301 East KANSAS Avenue	\$ 225.00	\$ -	Commercial/Industrial Remodel	Sign Replacement (Bank of Montreal)
R23-000017	Garden City	BD - Repair, Replacement, or Remodel Building Permit	902 North TAYLOR Avenue	\$ 29.00	\$ 200.00	Residential Remodel	Gas Pressure Test
R23-000095	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1522 SUNDANCE Circle	\$ 105.00	\$ 13,360.00	Residential Remodel	re-roof
R23-000109	Garden City	BD - Repair, Replacement, or Remodel Building Permit	210 FLEMING Street	\$ -	\$ 1,500.00	Commercial/Industrial Remodel	Main Service Upgrade from Overhead to Underground
R23-000085	Garden City	BD - Fence Permit	1506 North 8TH Street	\$ 29.00	\$ 2,000.00	Residential Remodel	8" fence
R23-000082	Garden City	BD - Repair, Replacement, or Remodel Building Permit	526 SUMMIT Street	\$ 29.00	\$ 500.00	Residential Remodel	Gas pressure test
FP23-000177	Garden City	BD - Fence Permit	518 COLONY Street	\$ 105.00	\$ 7,710.00	Residential Remodel	Fence Replacement
RC23-000010	Garden City	BD - New Residential Construction Building Permit	2213 STEVEN Way	\$ 572.50	\$ 300,000.00	SF Residential Includes Modular	New Single Family Home
R23-0000820	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1607 BENTON Street	\$ 56.00	\$ 4,330.40	Residential Remodel	R/R roof
R23-0001056	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1028 North 2ND Street	\$ 105.00	\$ 8,554.00	Residential Remodel	R/R roof
R23-000077	Garden City	BD - Repair, Replacement, or Remodel Building Permit	3202 YELLOWST AR Street	\$ 29.00	\$ 1,000.00	Residential Remodel	50GALLON NG WATER HEATER REPLACEMENT
R23-000083	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1513 North 12TH Street	\$ 29.00	\$ 1,000.00	Residential Remodel	50GALLON NG WATER HEATER REPLACEMENT
R23-000088	Garden City	BD - Repair, Replacement, or Remodel Building Permit	304 North 10TH Street	\$ 29.00	\$ 500.00	Residential Remodel	Replace Water main
FP23-000008	Garden City	BD - Fence Permit	153 CLOVERLEAF Road	\$ 29.00	\$ 3,000.00	Residential Remodel	6" Wood Fence with Steel posts.
R23-000006	Garden City	BD - Right of Way and Excavation Permit	2104 B Street	\$ 30.00	\$ 1,500.00	Residential Remodel	Extend Driveway and create approach
C23-000007	Garden City	BD - Concrete Permit	4104 B Street	\$ 29.00	\$ 800.00	Residential Remodel	Extend Driveway and create approach
R23-000066	Garden City	BD - Residential Accessory Building Permit	4101 East US HIGHWAY 5044	\$ 29.00	\$ 300.00	Residential Remodel	Storage Shed
FP23-000015	Garden City	BD - Fence Permit	701 FLEMING Street	\$ 56.00	\$ 3,140.00	Residential Remodel	6" Cedar Fence
FP23-000070	Garden City	BD - Fence Permit	4120 HAWTHORNE Way	\$ 105.00	\$ 7,000.00	Residential Remodel	6" Picket Fence
RC23-000036	Garden City	BD - New Residential Construction Building Permit	303 PARK VIEW Drive	\$ 105.00	\$ 8,000.00	Residential Remodel	Addition to home-patio cover
R23-0000524	Garden City	BD - Repair, Replacement, or Remodel Building Permit	4120 HAWTHORNE Way	\$ 29.00	\$ 1,500.00	Commercial/Industrial Remodel	Irrigation System
R23-000023	Garden City	BD - Repair, Replacement, or Remodel Building Permit	3323 North 3RD Street	\$ 32.00	\$ 1,500.00	Commercial/Industrial Remodel	Modify Ex. Telecom. Facility by Adding 6 Antennas and Minor Support Equipment
R23-000075	Garden City	BD - Repair, Replacement, or Remodel Building Permit	923 North 9TH Street	\$ 105.00	\$ 10,000.00	Residential Remodel	R/R Roof
FP23-000009	Garden City	BD - Fence Permit	812 North 5TH Street	\$ 56.00	\$ 5,000.00	Residential Remodel	6" Cedar Fence
SP23-000004	Garden City	BD - Sign Permit	1505 East KANSAS Avenue	\$ 150.00	\$ -	Commercial/Industrial Remodel	Add to Existing Building And Interior Remodel
R23-000005	Garden City	BD - Right of Way and Excavation Permit	Some Creek Drive	\$ -	\$ 5,200.00	Misc	City work - Sidewalk repair
R23-000046	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2505 CRESTWAY Drive	\$ 32.00	\$ 700.00	Commercial/Industrial Remodel	Connect new water heaters
R23-000044	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1901 WILCOX Street	\$ 5,254.00	\$ 2,546,403.64	Misc	Removal of existing 4 pipe system and installation on new VRF system.
R23-000060	Garden City	BD - Repair, Replacement, or Remodel Building Permit	3401 East SPRUCE Street	\$ 6,960.00	\$ 2,399,186.95	Misc	Removal of existing 4 pipe system and installation on new VRF system.
R23-000063	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1811 East WARY	\$ 82.00	\$ 3,000.00	Commercial/Industrial Remodel	Upgrade 100 amp service to 200 amp
R23-000066	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1709 LABRADORE Boulevard	\$ 6,844.00	\$ 2,341,091.74	Commercial/Industrial Remodel	Removal of existing 4 pipe system and installation on new VRF system.
R23-000078	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2138 TARA Drive	\$ 29.00	\$ 200.00	Residential Remodel	Waterline repair to sprinkler system
R23-000079	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1525 North 13TH Street BLDG 5 APT 1	\$ 29.00	\$ 500.00	Residential Remodel	GAS PRESSURE TEST
FP23-000005	Garden City	BD - Fence Permit	1908 A Street	\$ 29.00	\$ 1,000.00	Residential Remodel	6" wood Fence
C23-000006	Garden City	BD - New Commercial Construction Building Permit	1205 MCCOY Drive	\$ 5,760.00	\$ 1,800,000.00	New Commercial	New Building (Starbucks)
RA23-000004	Garden City	BD - Residential Accessory Building Permit	201 West HOLMES Avenue	\$ 29.00	\$ 2,000.00	Residential Remodel	A/A RAMP
RC23-000116	Garden City	BD - New Residential Construction Building Permit	5795 East CRESTVIEW Drive	\$ 105.00	\$ 2,500.00	Residential Remodel	2A-15 Addition to home
R23-000072	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2508 C Street	\$ 162.00	\$ 4,000.00	Residential Remodel	New Bathroom in basement
R23-000074	Garden City	BD - Repair, Replacement, or Remodel Building Permit	705 West KANSAS Avenue	\$ -	\$ -	Commercial/Industrial Remodel	Replacing Gas lines to Casey's
RC23-000069	Garden City	BD - New Residential Construction Building Permit	2122 GLENWOOD Drive	\$ 1,077.00	\$ 280,000.00	SF Residential Includes Modular	New Single Family Home
RC23-000012	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2508 C Street	\$ 29.00	\$ 600.00	Residential Remodel	Install bathroom fan replace receptacles and install light switches
RC23-000012	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1406 MAC Street	\$ 549.00	\$ 105,000.00	Residential Remodel	Addition to Attached Garage
FP23-000012	Garden City	BD - Right of Way and Excavation Permit	301 South 7TH Street	\$ 30.00	\$ 2,500.00	Residential Remodel	Sewer Line Replacement
FP23-000012	Garden City	BD - Right of Way and Excavation Permit	1302 West FULLON Street	\$ 29.00	\$ 250.00	Residential Remodel	New Fence
FP23-000039	Garden City	BD - Fence Permit	1302 West FULLON Street	\$ 30.00	\$ 1,300.00	Residential Remodel	New Sidewalk
C23-000006	Garden City	BD - Concrete Permit	1505 East KANSAS Avenue	\$ 62.00	\$ 3,800.00	Commercial/Industrial Remodel	Open new entrance and close existing.
R23-000081	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1209 RIDGEWOOD Drive	\$ 105.00	\$ 6,714.23	Residential Remodel	re-roof
R23-000084	Garden City	BD - Repair, Replacement, or Remodel Building Permit	205 East MAPLE Street	\$ 29.00	\$ 2,000.00	Residential Remodel	Running pex pipe 3/4 from meter to home
FP23-000011	Garden City	BD - Fence Permit	2505 North TAYLOR Avenue	\$ 29.00	\$ 1,400.00	Residential Remodel	6" Chain Link Fence
SP23-000005	Garden City	BD - Sign Permit	3101 East KANSAS Avenue	\$ 300.00	\$ -	Commercial/Industrial Remodel	New Sign (Walmart)
RA23-000015	Garden City	BD - Residential Accessory Building Permit	2614 BELMONT Place	\$ 700.00	\$ 150,000.00	Residential Remodel	Temporary Storage container
RC23-000006	Garden City	BD - New Residential Construction Building Permit	421 SARAH Street	\$ 105.00	\$ 20,000.00	Residential Remodel	Basement Finish 859 sq
R23-0000963	Garden City	BD - Repair, Replacement, or Remodel Building Permit	950 North JENNIE BARKER 3	\$ 168.00	\$ 4,500.00	Residential Remodel	R/R roof
FP23-000066	Garden City	BD - Fence Permit	208 East HAMLINE Street	\$ 102.00	\$ 2,300.00	Residential Remodel	Fence Repair & Add 6ft & 3ft fence
FP23-000174	Garden City	BD - Fence Permit	305 FREDERICK Avenue	\$ 56.00	\$ 3,500.00	Residential Remodel	6 ft fence
FP23-000168	Garden City	BD - Concrete Permit	506 North 10TH Street	\$ 29.00	\$ 3,000.00	Residential Remodel	New sidewalk and remove porch floor and replace with new concrete
CP23-000009	Garden City	BD - Concrete Permit	4111 East HWY 50	\$ 1,050.00	\$ 220,000.00	New Commercial	New Building
R23-000017	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1703 North 5TH	\$ 29.00	\$ 1,200.00	Residential Remodel	REWORK ELECTRICAL SERVICE-200 AMP
R23-000016	Garden City	BD - Right of Way and Excavation Permit	2918 TERRACE Place	\$ 135.00	\$ 9,915.00	Residential Remodel	Re-roof
R23-000013	Garden City	BD - Repair, Replacement, or Remodel Building Permit	303 South 7TH Street	\$ 30.00	\$ 1,300.00	Residential Remodel	Sewer tap for sewer line repair
RA23-000013	Garden City	BD - Residential Accessory Building Permit	212 South 1ST Street	\$ 29.00	\$ 1,930.00	Residential Remodel	Storage Shed/Shed
RC23-000013	Garden City	BD - New Residential Construction Building Permit	3908 CHURCHILL DOWNS Road	\$ 937.00	\$ 225,000.00	SF Residential Includes Modular	New Single Family Home
R23-000021	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1801 KELLO Street	\$ 162.00	\$ 5,500.00	Residential Remodel	R/R Roof
R23-000022	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1805 KELLO Street	\$ 162.00	\$ 5,500.00	Residential Remodel	R/R Roof
R23-000114	Garden City	BD - Repair, Replacement, or Remodel Building Permit	303 South 7TH Street	\$ 29.00	\$ 2,700.00	Residential Remodel	Replace Sewer line
R23-000115	Garden City	BD - Repair, Replacement, or Remodel Building Permit	1204 LABRADORE Boulevard	\$ 29.00	\$ 1,200.00	Residential Remodel	Relocate Breaker box from interior to the exterior - 100 Amp

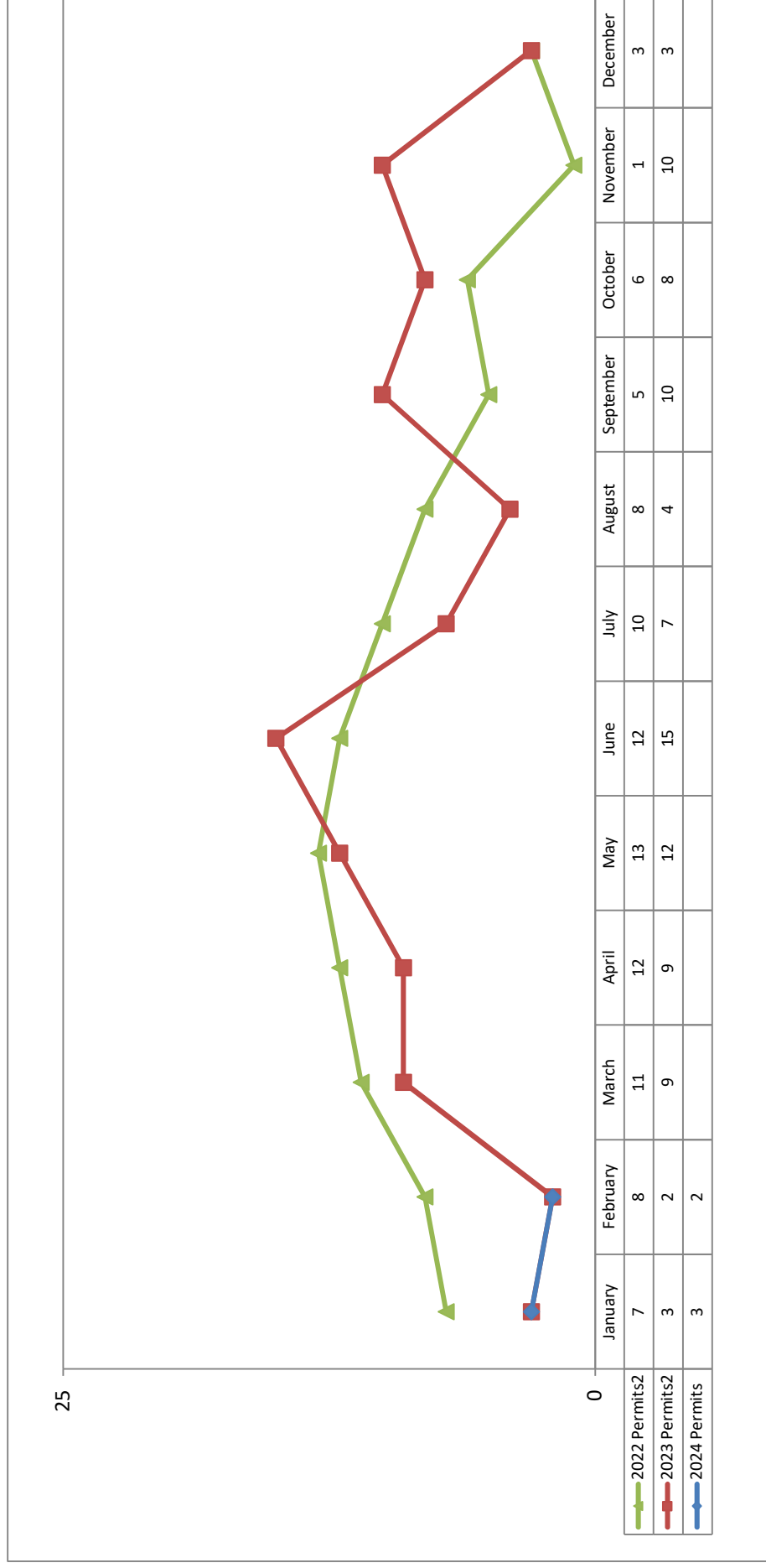
RR23-0001.16	Garden City	BD - Repair, Replacement, or Remodel Building Permit	301 South 7TH Street	\$ 29.00	\$ 2,500.00	Residential Remodel	Sewer Line Replacement
RR23-0000.64	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2860 East PRAIRIE Avenue	\$ 32.00	\$ 2,000.00	Commercial/Industrial Remodel	Upgrade 100 amp service to 200 amp
RR23-0001.05	Garden City	BD - Repair, Replacement, or Remodel Building Permit	2502 East SPRUCE Street	\$ 130.00	\$ 7,500.00	Commercial/Industrial Remodel	Install a 120/240V, 200A Meter Pedestal for a T-Mobile Co-Locate Cell Tower
RR23-0001.30	Garden City	BD - Repair, Replacement, or Remodel Building Permit	212 North 1ST	\$ 29.00	\$ 1,000.00	Residential Remodel	Siding on rental home
			Total	\$57,541.85	\$ 12,978,585.95		

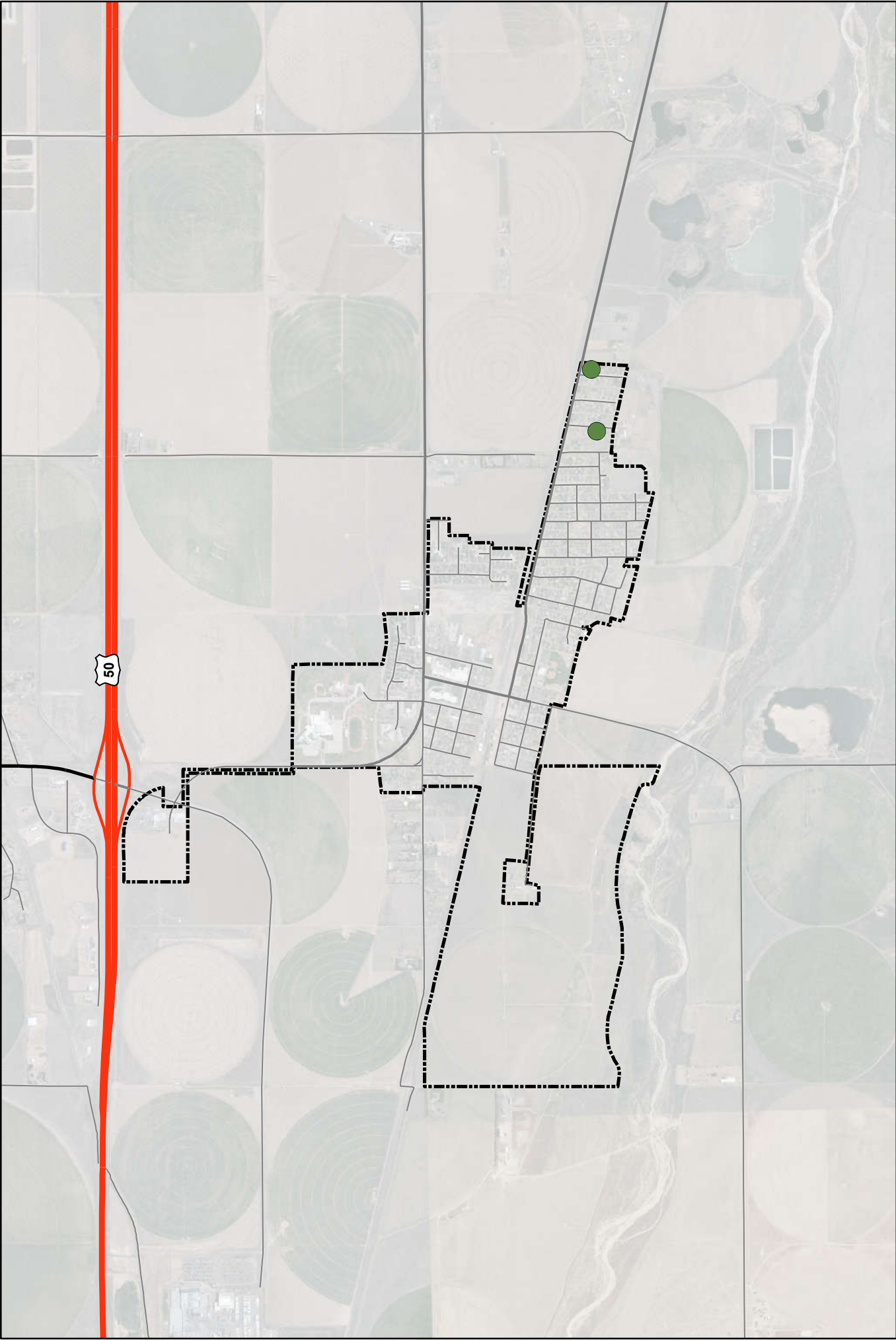
HOLCOMB

2024 MONTHLY BUILDING REPORT

2024 Monthly Report		Single Family Includes Modular Permits	Single Family Manufactured Permits	Multi-Family Permits (two 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				147					\$ 147	3
	PERMITS				2					2	
	VALUATION				23,000					\$ 23,000	
MAR	FEE									\$ -	
	PERMITS									0	
	VALUATION									\$ -	
APR	FEE									\$ -	
	PERMITS									0	
	VALUATION									\$ -	
MAY	FEE									\$ -	
	PERMITS									0	
	VALUATION									\$ -	
JUN	FEE									\$ -	
	PERMITS									0	
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JUL	FEE									\$ -	
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NOV	FEE									\$ -	
	PERMITS									0	
	VALUATION									\$ -	
DEC	FEE									0.00	
	PERMITS									0	
	VALUATION									0	
2024 TOTAL PERMITS		0	0	0	5	0	0	0	0	\$ 681	8
										5	
										\$ 104,600	

2022-2024 HOLCOMB BUILDING REPORT





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

Permit#	District	Permit Type	Address	Amount	Value	Structure	Project Description
RA23-00005	Holcomb	BD - Residential Accessory Building Permit	109 SHARECROPPER Road	\$ 42.00	\$ 3,000.00	Residential Remodel	Covered Patio
RA23-00067	Holcomb	BD - Repair, Replacement, or Remodel Building Permit	102 NUNN Drive	\$ 105.00	\$ 20,000.00	Residential Remodel	Changing roof style to gable truss, adding deck
Total				\$ 147.00	\$ 23,000.00		



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kristi Newland, Zoo Director
DATE: March 19, 2024
RE: Lee Richardson Zoo monthly report - February 2024

ISSUE:

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

BACKGROUND:

Attached is the February 2024 monthly staff report from Lee Richardson Zoo.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Zoo monthly report	3/11/2024	Backup Material



CITY OF GARDEN CITY ZOO DEPARTMENT FEBRUARY 2024 MONTHLY REPORT

ANIMAL CARE, HEALTH AND NUTRITION

ACCESSIONS:

Births/Hatchings

None

Transfers In

3.0	Red-billed blue magpies	Donation from Memphis Zoo
2.0	East African crowned crane	Donation from Louisville Zoo

DEACCESSIONS:

Deaths

1.0	Sloth bear	Necropsy results indicated signs of cancer. Further test results pending.
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Transfers Out

None

OPERATIONS: Animal Care staff continued to review Annual Welfare Assessments. Their monthly team meeting focused on triggers and how to manage them. Animal Care Curator and Lead Animal Keeper team met to organize and distribute supervisor responsibilities after the promotion of two Keepers to Lead Keepers. 1.0 red panda was moved to off-exhibit holding to prepare for his move to Sedgwick County Zoo. 1.0 bald eagle was moved into his new habitat by Cat Canyon and is adjusting well. The Dart team held their monthly practice. Keepers continue to work on operant conditioning training, including injection training 1.0 otter and crate training 0.1 bobcat. Lead Keepers Albus and Anderson traveled to Wichita to pick up new magpies and cranes and shadow animal care staff at Sedgwick County Zoo. Discussion with Sloth Bear SSP, Hooded Crane SSP, Red Panda SSP on future animal moves. Working on calendar for keeper chat and animal encounter start up. Dr. Winter, a Board-Certified Veterinary Dentist, came to the Zoo to advise on some animal dental cases. Routine exams were held for 1.0 bald eagle, 1.0 red panda, 1.1 Sarus cranes, 2.0 lions, 1.0 red kangaroo, 0.1 green tree python, 0.1 ring-tailed lemur, and the ambassador animals.

ADMINISTRATION

Zoo staff attended Stop the Bleed (tourniquet) training, Defensive Driving, and KMU's Slip and Fall Protection. Senior staff are working on 2025 budget planning and performance measures/key performance indicators. Director and Administrative Assistant attended PEAK Agenda training and PAR training (along with Deputy Director). Finnup Foundation Trust request for 2024 and report for 2023 was submitted. The AZA report on conservation efforts for 2023 was submitted. Staff are working on using MyRec more at the Zoo for programs/rentals. GIS provided dimensions on the site for the future playground near Primate Forest. Director is discussing the addition of Scooter Pals with FOLRZ board. DEAI program annual review was completed by Zoo Director, HR Director, Parks and Rec Director, and ADA Coordinator. Picture of the Month selected by Zoo Advisory Board: green tree python picture by Lead Keeper Isabelle Fricano.

CONSERVATION AWARENESS

The Conservation Awareness Team worked on many projects, including preparing for spring break camp and writing evaluations for programs. Conservation Awareness Coordinator attended the Conservation Learning Leadership Course through AZA. Conservation Awareness Manager attended Advancing Conservation through Empathy (ACE) for Wildlife Network's Virtual Summit meetings and submitted the Finnup Foundation Trust grant request for 2024 and report for 2023. The Volunteer Open House was held and had several potential volunteers in attendance; the first day of new volunteer training was held. Communications Specialist worked on the 2023 annual report, completed graphics for the magpie habitat, employee of the year, and a new birthday party flier. Staff continued to prepare for Earth Day 2024 by creating fliers, taking exhibitor information, and registering schools. Plans were made for World Wildlife Day.

MAINTENANCE

The Maintenance Team completed the new eagle habitat. They continued work on the bighorn sheep habitat and started work on the magpie habitat. They also performed lock work, plumbing, HVAC and other various building repairs, as well as electrical and fence repairs essential to the smooth operations of the Zoo.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn Hurtado, City Clerk
DATE: March 19, 2024
RE: 03-19-2024 Meetings of Note

ISSUE:

- March 16, 2024 - Garden City Area Chamber of Commerce Legislative Coffee at the Beth Tedrow Student Center from 10:00 a.m. - 11:30 a.m.
- March 18, 2024 - Newman University and Garden City Community College - The Expansion of Higher Education Reception at GCCC, Beth Tedrow Student Center at 8:45 a.m.
- March 20, 2024 - Garden City Area Chamber of Commerce Breakfast at the Clarion Inn at 7:10 a.m.
- March 21, 2024 - Citizens Academy Session One - City Manager's Office, City Clerk, and Service and Finance at the City Administrative Center from 5:30 p.m. to 8:30 p.m.
- March 27, 2024 - Finney County Economic Development Corporation Board of Directors meeting in the City Chambers at the City Administrative Center at 7:30 a.m.
- March 28, 2024 - Citizens Academy Session Two - Buffalo Dunes, Recreation Center, O'Brate Gymnastics Center at Garden City Recreation from 5:30 p.m. to 8:30 p.m.
- April 11, 2024 - Garden City Area Chamber of Commerce Awards Banquet & Annual Meeting at Garden City Community College, Dennis Perryman Complex
- April 20, 2024 - Garden City Area Chamber of Commerce Legislative Coffee at the Beth Tedrow Student Center from 10:00 a.m. - 11:30 a.m.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Aleecya Charles, Assistant Neighborhood & Development Services Director
DATE: March 19, 2024
RE: Public Hearing - Portion of Jennie Barker Road -Annexation Ordinance

ISSUE:

1:30 p.m. - The public hearing for the consideration of annexation for a portion of Jennie Barker Road by ordinance is brought before the Governing Body.

1. Ordinance No. _____ - 2024, an ordinance annexing land to the City of Garden City, Kansas pursuant to subsections (a)(1),(3), and (6) of K.S.A. 12-520.

BACKGROUND:

On August 21, 2023, the City of Garden City received a written request from Finney County requesting the City of Garden City annex a portion of Jennie Barker Road into the City boundaries. The annexation area is generally located along 2915 N. Jennie Barker Road for a distance of approximately 4,000 feet. As required by the State Statute, a plan for extension of municipal services for proposed annexation has been provided.

The Governing shall make their determination of advisability based on the following criteria as required by State Statute:

1. Extent to which any of the area is land devoted to agricultural use;
2. area of platted land relative to unplatted land;
3. topography, natural boundaries, storm and sanitary sewers, drainage basins, transportation links or any other physical characteristics which may be an indication of the existence or absence of common interest of the city and the area proposed to be annexed;
4. extent and age of residential development in the area to be annexed and adjacent land within the city's boundaries;
5. present population in the area to be annexed and the projected population growth during the next five years in the area proposed to be annexed;
6. extent of business, commercial and industrial development in the area;
7. present cost, methods and adequacy of governmental services and regulatory controls in the area;
8. proposed cost, extent and the necessity of governmental services to be provided by the city proposing annexation and the plan and schedule to extend such services;
9. tax impact upon property in the city and the area;
10. to which the residents of the area are directly or indirectly dependent upon the city for governmental services and for social, economic, employment, cultural and recreational opportunities and resources;

11. effect of the proposed annexation on the city and other adjacent areas, including, but not limited to, other cities, sewer and water districts, improvement districts, townships or industrial districts and, subject to the provisions of K.S.A. 12-521a, and amendments thereto, fire districts;
12. existing petitions for incorporation of the area as a new city or for the creation of a special district;
13. likelihood of significant growth in the area and in adjacent areas during the next five years;
14. effect of annexation upon the utilities providing services to the area and the ability of those utilities to provide those services shown in the detailed plan;
15. economic impact on the area; and
16. duplication of services.

ALTERNATIVES:

1. The Governing Body may approve the ordinance to annex real property.
2. The Governing Body may not approve the ordinance.

RECOMMENDATION:

Staff recommends the Governing Body approve the ordinance to annex real property.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	3/15/2024	Backup Material
Exhibit 1	3/15/2024	Backup Material
Exhibit 2	3/15/2024	Backup Material

ORDINANCE NO. ____-2024

AN ORDINANCE ANNEXING LAND TO THE CITY OF GARDEN CITY, KANSAS
PURSUANT TO SUBSECTIONS (a)(1), (3), AND (6) of K.S.A. 12-520.

WHEREAS, the land, as more particularly described herein is situated in Section 4, Township 24 South, Range 32 West in Finney County, Kansas and said land generally consists of approximately Four Thousand Feet (4,000') of the Western half (1/2) of the right-of-way for North Jennie Barker Road, which is a county section line road except for the platted portions thereof and is generally located along 2915 North Jennie Barker Road to the North boundary line of said Section 4; and

WHEREAS, certain conditions exist that qualify the land for unilateral annexation by the City of Garden City, Kansas ("City") pursuant to K.S.A. 12-520(a)(1), (3), and (6); and

WHEREAS, specifically and in regards to subsection (a)(1) of K.S.A. 12-520, a portion of land consisting of the East Forty Feet (40') of Lots 1 and 2, Block 1, of the Torres Addition No. 2, Finney County, Kansas, according to the recorded plat thereof, is platted and the Eastern boundary line of said subdivision adjoins the corporate limits of Garden City, Kansas; and

WHEREAS, specifically and in regards to subsection (a)(3) of K.S.A. 12-520, a portion of the land that consists of the East Thirty-Five Feet (35') of Lots 1 and 2, Block 1, of the Torres Addition No. 2, Finney County, Kansas, according to the recorded plat thereof: (a) adjoins the corporate limits of Garden City, Kansas; (b) is owned by the County of Finney, Kansas, a duly organized Kansas County; and (c) the Board of County Commissioners of Finney County, Kansas has given the City its express permission to annex the land pursuant to subsection (e) of K.S.A. 12-520; and

WHEREAS, specifically and further in regards to subsection (a)(3) of K.S.A. 12-520, a portion of the land that consists of a 40 feet wide by 552.20 feet long trace of land situated immediately adjacent to the East boundary line of Lot 1, Block 1, of the Torres Subdivision, Finney County, Kansas, according to the recorded plat thereof: (a) adjoins the corporate limits of Garden City, Kansas; (b) is owned by the County of Finney, Kansas, a duly organized Kansas County; and (c) the Board of County Commissioners of Finney County, Kansas has given the City its express permission to annex the land pursuant to subsection (e) of K.S.A. 12-520; and

WHEREAS, specifically and in regards to subsection (a)(6) of K.S.A. 12-520, all of the land adjoins the corporate limits of Garden City, Kansas, is so situated that at least 2/3 of its boundary line adjoins Garden City, Kansas, and is not in excess of 21 acres; 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 land 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 land constituting the right-of-way of a highway is abutted on one side by land that is already within the corporate limits of Garden City, Kansas; and

WHEREAS, on January 26, 2024, the Governing Body of the City ("Governing Body") passed Resolution No. 3095 pursuant to K.S.A. 12-520a that: (a) provided notice of the date and time of a public hearing at which the Governing Body would consider the annexation of the land; (b) described the boundaries of the land, and (c) informed the public that the City's plan for extension of services to the land would be available for inspection in the office of the City Clerk ("Public Hearing Resolution"); and

WHEREAS, the Public Hearing Resolution included a finding that no adequate facilities were available to hold a public hearing in or as near as possible to the land because the land is approximately Four Thousand Feet (4,000') of county road right-of-way and, therefore, the public hearing should be held at the City Commission Chambers of the City Administrative Center located at 301 North 8th Street in Garden City, Kansas; and

WHEREAS, a copy of the Public Hearing Resolution was sent via certified mail to all persons entitled to notice pursuant to subsections (c) and (d) of K.S.A. 12-520a; and

WHEREAS, on January 26, 2024 and pursuant to K.S.A. 12-530, a copy of the Public Hearing Resolution sent to the Holcomb-Garden City-Finney County Area Planning Commission ("Planning Commission") via certified mail requesting that the Planning Commission review the proposed annexation and make a finding of the compatibility or the incompatibility of the annexation with any adopted land use or comprehensive plans applicable to the area to be annexed and the City ("Advisory Report"); and

WHEREAS, on February 25, 2024 and pursuant to subsection (b) of 12-530, the Planning Commission issued an Advisory Report, a copy of which is attached hereto as **Exhibit 1** and is hereby incorporated by reference as if fully set forth herein, finding that the proposed annexation is compatible with the Comprehensive Plan of the City of Garden City, Kansas; and

WHEREAS, the Advisory Report is, in all respects, compliant with K.S.A. 12-530; and

WHEREAS, the Public Hearing Resolution was published on March 9, 2024 in the Garden City Telegram; and

WHEREAS, the Public Hearing Resolution is, in all respects, compliant with K.S.A. 12-520a; and

WHEREAS, the City has caused there to be prepared a plan for the extension of services to the land, pursuant to K.S.A. 12-520b ("Plan for Extension of Services"), a copy of which is attached hereto as **Exhibit 2** and is hereby incorporated by reference as if fully set forth herein along with each of its exhibits; and

WHEREAS, a copy of the Plan for Extension of Services was sent via certified mail to the Board of County Commissioners of Finney County, Kansas pursuant to subsection (b) of K.S.A. 12-520b; and

WHEREAS, no person has made a request to the City to inspect or make a copy of the Plan for Extension of Services from January 26, 2024 to March 19, 2024; and

WHEREAS, the Plan for Extension of Services is, in all respects, compliant with K.S.A. 12-520b; and

WHEREAS, a public hearing was held on March 19, 2024 whereupon representatives of the City presented the City's proposal for annexation, including the Plan for Extension of Services, whereupon the Governing Body was available to answer and hear objections of all interested persons relating to the proposed annexation, and whereupon all interested persons desiring an opportunity to be heard were given an opportunity to present oral testimony relating to the proposed annexation; and

WHEREAS, at said public hearing, the Governing Body considered the information and public comments received, as well the following factors pursuant to subsection (e) of K.S.A. 12-520a:

1. Extent to which any of the area is land devoted to agricultural use;
2. Area of platted land relative to unplatted land;
3. Topography, natural boundaries, storm and sanitary sewers, drainage basins, transportation links or any other physical characteristics which may be an indication of the existence or absence of common interest of the city and the area proposed to be annexed;
4. Extent and age of residential development in the area to be annexed and adjacent land within the city's boundaries;
5. Present population in the area to be annexed and the projected population growth during the next five years in the area proposed to be annexed;
6. Extent of business, commercial and industrial development in the area;
7. Present cost, methods and adequacy of governmental services and regulatory controls in the area;
8. Proposed cost, extent and the necessity of governmental services to be provided by the city proposing annexation and the plan and schedule to extend such services;
9. Tax impact upon property in the city and the area;
10. Extent to which the residents of the area are directly or indirectly dependent upon the city for governmental services and for social, economic, employment, cultural and recreational opportunities and resources;
11. Effect of the proposed annexation on the city and other adjacent areas, including, but not limited to, other cities, sewer and water districts, improvement districts, townships or industrial districts and, subject to the provisions of K.S.A. 12-521a, and amendments thereto, fire districts;
12. Existing petitions for incorporation of the area as a new city or for the creation of a special district;
13. Likelihood of significant growth in the area and in adjacent areas during the next five years;
14. Effect of annexation upon the utilities providing services to the area and the ability of those utilities to provide those services shown in the detailed plan;
15. Economic impact on the area; and
16. Wasteful duplication of services; and

WHEREAS, upon considering the information and public comments received at said public hearing and upon considering the statutory factors referenced above, the Governing Body deems it advisable to annex the land.

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

SECTION 1. The Governing Body of the City of Garden City, Kansas ("Governing Body") hereby finds that due notice of the public hearing conducted on March 19, 2024 was made in accordance with the provisions of K.S.A. 12-520a.

SECTION 2. 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:

All that part of Jennie Barker Road Right of Way lying in the East Half of Section 4, Township 24 South, Range 32 West more particularly described as follows: Commencing at the Southeast corner of said Section 4, Thence on an assumed bearing N 00°40'53" E, along the East line of said Section 4, a distance of 1322.04 feet to the Point of Beginning; From the Point of Beginning, Thence N 88°13'12" W, a distance of 40.01 feet, to the Northeast corner of Lot 1, Block 1, The Hamptons, recorded at Book 0306, Page 135 Finney County, Kansas Register of Deeds; Thence along a curve to the left a distance 0.31 feet, said curve having a radius of 560.00 feet, through an angle of 0°01'55" with a chord bearing N 00°41'51" E, 0.31 feet to a point 40.00 feet perpendicular distance West of the East line of the Southeast Quarter of said Section 4; Thence N 00°40'53" E, along a line 40.00 feet west of said East line, a distance of 1317.74 feet; Thence N 00°40'42" E, along a line 40.00 feet west of the East line of the Northeast Quarter of said Section 4, a distance of 2642.05 feet to a point on the North line of said Section 4; Thence S 88°20'16" E, a distance of 40.00 feet to the Northeast corner of said Section 4; Thence S 00°40'42" W, along the East line of the Northeast Quarter of said Section 4, a distance of 2641.36 feet to the Northeast corner of the Southeast Quarter of said Section 4; Thence S 00°40'53" W, along the East line of the Southeast Quarter of said Section 4, a distance of 1318.82 feet to the point of beginning; Containing 3.636 acres more or less.

SECTION 3. The above description is provided for the limited purpose of annexation.

SECTION 4. The annexation herein is made pursuant to subsection (a)(1), (3), and (6) of K.S.A. 12-520.

SECTION 5. The Plan for Extension of Services attached hereto as **Exhibit B** is hereby approved and adopted.

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.

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 19th day of March, 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

PLANNING COMMISSION ADVISORY REPORT **FOR PROPOSED ANNEXATION**

On **February 15, 2024** at **9:00 a.m.**, during a regularly scheduled meeting of the Holcomb-Garden City-Finney County Area Planning Commission ("Planning Commission"), the Planning Commission reviewed the following proposed annexation for the purposes of making a finding of compatibility or incompatibility of the proposed annexation with the Comprehensive Plan of the City of Garden City, Kansas ("Comprehensive Plan"), pursuant to K.S.A. 12-530(b):

All that part of Jennie Barker Road Right of Way lying in the East Half of Section 4, Township 24 South, Range 32 West more particularly described as follows: Commencing at the Southeast corner of said Section 4, Thence on an assumed bearing N 00°40'53" E, along the East line of said Section 4, a distance of 1322.04 feet to the Point of Beginning; From the Point of Beginning, Thence N 88°13'12" W, a distance of 40.01 feet, to the Northeast corner of Lot 1, Block 1, The Hamptons, recorded at Book 0306, Page 135 Finney County, Kansas Register of Deeds; Thence along a curve to the left a distance 0.31 feet, said curve having a radius of 560.00 feet, through an angle of 0°01'55" with a chord bearing N 00°41'51" E, 0.31 feet to a point 40.00 feet perpendicular distance West of the East line of the Southeast Quarter of said Section 4; Thence N 00°40'53" E, along a line 40.00 feet west of said East line, a distance of 1317.74 feet; Thence N 00°40'42" E, along a line 40.00 feet west of the East line of the Northeast Quarter of said Section 4, a distance of 2642.05 feet to a point on the North line of said Section 4; Thence S 88°20'16" E, a distance of 40.00 feet to the Northeast corner of said Section 4; Thence S 00°40'42" W, along the East line of the Northeast Quarter of said Section 4, a distance of 2641.36 feet to the Northeast corner of the Southeast Quarter of said Section 4; Thence S 00°40'53" W, along the East line of the Southeast Quarter of said Section 4, a distance of 1318.82 feet to the point of beginning. Containing 3.636 acres more or less.

This Advisory Report is in response to **Resolution No. 3095** that was passed and approved by the Governing Body of the City of Garden City on January 16, 2024. Said resolution is hereby incorporated by reference as if fully set forth herein.

Please be advised that the Planning Commission hereby finds that the proposed annexation:

- ☒ **is compatible with the Comprehensive Plan;**
- ☐ **is incompatible with the Comprehensive Plan; or**
- ☐ **the Planning Commission declines to make any such finding of compatibility or incompatibility.**

A copy of this Advisory Report shall be kept available for public inspection in the Office of the City Clerk of Garden City, Kansas.

HOLCOMB-GARDEN CITY-FINNEY COUNTY
AREA PLANNING COMMISSION

ATTEST:

By 
Vicki Germann, Chairperson

By 
Trent Maxwell, Secretary

Exhibit 1

CITY OF GARDEN CITY, KANSAS

PLAN FOR EXTENSION OF MUNICIPAL SERVICES

FOR

PROPOSED ANNEXATION

A PORTION OF NORTH JENNIE BARKER ROAD

The proposed area generally consists of Four Thousand Feet (4,000') of the Western half (1/2) of the right-of-way for North Jennie Barker Road situated in Section 4, Township 24 South, Range 32 West in Finney County, Kansas and is generally located along 2915 N. Jennie Barker Rd. to the North boundary line of said Section 4

MARCH 2024

PLAN FOR EXTENSION OF SERVICES

WHEREAS, on January 16, 2024, the City of Garden City, Kansas ("City"), by and through its governing body ("Governing Body"), passed Resolution No. 3095 pursuant to K.S.A. 12-520a to provide notice of a public hearing at which the Governing Body would consider the annexation of the land more particularly described herein, to describe the boundaries of the land, and to inform the public that the City's plan for extension of services to the land will be available for inspection in the office of the City Clerk ("Public Hearing Resolution"); and

WHEREAS, any and all recitals, sections, and other parts of the Public Hearing Resolution are hereby restated and incorporated by reference as if fully set forth herein; and

WHEREAS, the City is considering the annexation of certain real property that: (a) is situated in Section 4, Township 24 South, Range 32 West in Finney County, Kansas; (b) generally consists of approximately Four Thousand Feet (4,000') of the Western half (1/2) of the right-of-way for North Jennie Barker Road, which is a county section line road except for the platted portions thereof; (c) is generally located along 2915 North Jennie Barker Road to the North boundary line of said Section 4; and (d) is more particularly described herein; and

WHEREAS, being that the character of land use is road right-of-way, the land proposed for annexation receives only limited county and township services i.e. street maintenance, police protection, and fire protection, that are provided by the County of Finney, Kansas, a duly organized Kansas county ("County"), and the Township of Garden City, Finney County, Kansas, a duly organized Kansas township ("Township"); and

WHEREAS, the City is required to prepare a report setting forth its plans for the extension of each major municipal service to the area proposed for annexation and any such report must include a sketch and a statement meeting certain statutory requirements; and

WHEREAS, the City proposes this Plan for Extension of Services pursuant to K.S.A. 12-520b.

1. **DESCRIPTION OF PROPOSED AREA.** The land proposed for annexation is situated in Section 4, Township 24 South, Range 32 West in Finney County, Kansas, generally consists of approximately Four Thousand Feet (4,000') of the Western half (1/2) of the right-of-way for North Jennie Barker Road, which is a county section line road except for the platted portions thereof, is generally located along 2915 N. Jennie Barker Rd. to the North boundary line of said Section 4, and is more particularly described as follows:

All that part of Jennie Barker Road Right of Way lying in the East Half of Section 4, Township 24 South, Range 32 West more particularly described as follows: Commencing at the Southeast corner of said Section 4, Thence on an assumed bearing N 00°40'53" E, along the East line of said Section 4, a distance of 1322.04 feet to the Point of Beginning; From the Point of Beginning, Thence N 88°13'12" W, a distance of 40.01 feet, to the Northeast corner of Lot 1, Block 1, The Hamptons, recorded at Book 0306, Page 135 Finney County, Kansas Register of Deeds; Thence along a curve to the left a distance 0.31 feet, said curve having a radius of 560.00 feet, through an angle of 0°01'55" with a chord bearing N 00°41'51" E, 0.31 feet to a point 40.00 feet perpendicular distance West of the East line of the Southeast Quarter of said Section 4; Thence N 00°40'53" E, along a line 40.00 feet west of said East line, a distance of 1317.74 feet; Thence N 00°40'42" E, along a line 40.00 feet

[LEGAL DESCRIPTION CONTINUES ON NEXT PAGE]

west of the East line of the Northeast Quarter of said Section 4, a distance of 2642.05 feet to a point on the North line of said Section 4; Thence S 88°20'16" E, a distance of 40.00 feet to the Northeast corner of said Section 4; Thence S 00°40'42" W, along the East line of the Northeast Quarter of said Section 4, a distance of 2641.36 feet to the Northeast corner of the Southeast Quarter of said Section 4; Thence S 00°40'53" W, along the East line of the Southeast Quarter of said Section 4, a distance of 1318.82 feet to the point of beginning; Containing 3.636 acres more or less ("Proposed Area").

2. **SKETCH OF PROPOSED AREA AND ADJACENT CITY LIMITS.** The Proposed Area and the areas of Garden City, Kansas adjacent thereto are delineated on the sketch attached hereto as **Exhibit A**, which is hereby incorporated by reference as if fully set forth herein ("Sketch"). In addition thereto, the Sketch shows the following information:

- a. **PRESENT AND PROPOSED CITY BOUNDARIES.** The present and proposed boundaries of Garden City, Kansas affected by the proposed annexation are depicted on Page 1 of the Sketch, as required by subsection (a)(1)(A) of K.S.A. 12-520b.
- b. **PRESENT INFRASTRUCTURE AND PROPOSED EXTENSION.** Any existing streets, water mains, sewers, and other City utility lines in the areas of Garden City, Kansas that are adjacent to the Proposed Area are depicted on Page 2 of the Sketch and any proposed extension of such streets and utility lines to the Proposed Area are depicted on Page 2 of the Sketch, as required by subsection (a)(1)(B) of K.S.A. 12-520b. Specifically, Page 2 of the Sketch shows that the Proposed Area is served by an existing paved street, namely North Jennie Barker Road and, as such, there are no current needs or plans to widen or reconstruct any portion of North Jennie Barker Road within the Proposed Area. Additionally, Page 2 of the Sketch shows that there are no current plans to extend any water mains, sewers, or other City utility lines into the Proposed Area. Notwithstanding the foregoing, it may become warranted in the future to install streetlights in the Proposed Area to service North Jennie Barker Road, as further discussed and defined in Subparagraph (d)(i) of Paragraph (3), **Public Utilities – Services to be Extended**, herein. If the City later determines that the installation of such streetlights is warranted, then the Electrical Division of the Public Works & Utilities Department of the City will provide for the extension of the municipal electric distribution system into the Proposed Area by using existing right-of-way for the installation of any required infrastructure and the Streets Division of the
- c. **GENERAL LAND USE PATTERN.** The general land use pattern in the Proposed Area and the areas of Garden City, Kansas adjacent thereto is depicted on Page 2 of the Sketch, as required by subsection (a)(1)(C) of K.S.A. 12-520b. Specifically, Page 2 of the Sketch shows that the general land use pattern in the Proposed Area is right-of-way.

3. **STATEMENT OF PLAN.** The following statements represent the intentions of the City regarding the extension of each major municipal service to the Proposed Area and the costs associated with any such extension of service, as required by subsection (a)(2) of K.S.A. 12-520b:

- a. **STREET MAINTENANCE.**
 - i. **SERVICES TO BE EXTENDED.** The services related to street maintenance that will be extended to the Proposed Area upon annexation will consist of general street maintenance practices, such as crack-seal, chip seal, and street striping, and will be provided by the Street Division of the Public Works & Utilities Department of the City ("Street Maintenance Services").

- ii. **ESTIMATED COST TO THE CITY.** The extension of Street Maintenance Services will cost the City approximately \$125,000.00 on a six-year cycle.
- iii. **METHOD TO FINANCE.** Any increase in cost to the City for the extension of Street Maintenance Services will be paid for by the general fund of the City, which is funded by the city-portion of ad valorem property tax, sales tax, franchise fees, and other general revenues.
- iv. **ESTIMATED COST IMPACT TO RESIDENTS OF PROPOSED AREA.** The City anticipates that there will be no cost impact to most residents who own land within the Proposed Area and there will only be a negligible impact to the rest of those residents for the reasons set forth below:
 - A. **STREET NUMBERS 2915, 2965, 2985, 3033, 3035, AND 3075.** The City anticipates that there will be no cost impact to the residents of 2915, 2965, 2985, 3033, 3035, and 3075 N. Jennie Barker Rd. because the portion of their land within the Proposed Area is or would be exempt from taxation pursuant to K.S.A. 79-213(l)(12) due to it being used exclusively by a municipality or political subdivision for right-of-way purposes. Specifically, the land owned by these residents extends to the center line of North Jennie Barker Road and only the eastern most forty feet (40') of that land is within the Proposed Area. The County holds a right-of-way interest to this portion of land. However, due to this right-of-way interest being created by a section line road, the County's right-of-way interest is a mere easement rather than in fee simple. The land is being currently used exclusively by the County for right-of-way purposes and, upon annexation, will be used exclusively by the City for the same purposes.
 - B. **STREET NUMBERS 3125 AND 3185.** The City anticipates that there will be a negligible cost impact to the residents of 3125 and 3185 N. Jennie Barker Rd. because only a small portion of their land will be included in the Proposed Area and will be subject to taxation. The land owned by these residents does not extend to the center line of North Jennie Barker Road due to this land being platted. Specifically, the Proposed Area partially sits on land that was platted pursuant to a plat recorded with the Office of the Register of Deeds of Finney County, Kansas on July 9, 2018 in Book 334 on Page 987 under name of Torres Addition No. 2 of Finney County, Kansas, which is attached hereto as **Exhibit B** and is hereby incorporated by reference as if fully set forth herein ("Torres Addition No. 2 Plat"). The relation of the platted land to the Proposed Area is more thoroughly set out below:
 - 1. **35' Right-of-Way – Not Subject to Taxation.** The thirty-five feet (35') of right-of-way shown on the Torres Addition No. 2 Plat was dedicated to, and therefore owned by, the County. The entire right-of-way is within the Proposed Area. No portion of this land would cause the residents to be subject to taxation because it is owned by the County and, therefore, would be exempt from taxation pursuant to K.S.A. 79-201a *Second*. In addition thereto, the land would not be subject to taxation because it is being currently used exclusively by the County for right-of-way purposes and, upon annexation, will be used exclusively by the City for the same purposes. Therefore, the land is or would be exempt from taxation pursuant to K.S.A. 79-213(l)(12). It is important to note that the width of this right-of-way is five feet (5') shorter than the width of the other rights-of-way along the Western half of North Jennie Barker Road.

2. **5' x 280' Tract – Taxation Minimal.** As the Torres Addition No. 2 Plat shows, the eastern boundary lines of Lot 1 (3185 N. Jennie Barker Rd.) and Lot 2 (3125 N. Jennie Barker Rd.) do not extend to the center line of North Jennie Barker Road. Instead, the boundary lines of these lots are situated thirty-five feet (35') to the West of the center line of Jennie Barker Road. For unknown reasons, the plat did not grant the County a full forty feet (40') of right-of-way to match the width of the rest of the right-of-way along the Western half of North Jennie Barker Road. Due to this reduced right-of-way, the tract of land within the Proposed Area for each lot is only five feet (5') wide by two hundred and eighty feet (280') long, which results in a square footage of approximately 1,400 square feet. The City anticipates that these two (2) small tracts of land will not generate any significant amount of tax revenue.
- C. **UNPLATTED, AGRICULTURAL LAND.** The City anticipates that there will no cost impact to the resident of the unplatted, agricultural land situated to the South of 3555 N. Jennie Barker Rd. (Torres Subdivision) and to the North of 3185 N. Jennie Barker Rd. (Torres Addition No. 2) because the portion of their land within the Proposed Area is or would be exempt from taxation pursuant to K.S.A. 79-213(l)(12) due to it being used exclusively by a municipality or political subdivision for right-of-way purposes. Specifically, the land owned by this resident extends to the center line of North Jennie Barker Road and only the eastern most forty feet (40') of that land is within the Proposed Area. The County holds a right-of-way interest to this portion of land. However, due to this right-of-way interest being created by a section line road, the County's right-of-way interest is a mere easement rather than in fee simple. The land is being currently used exclusively by the County for right-of-way purposes and, upon annexation, will be used exclusively by the City for the same purposes.
- D. **STREET NUMBER 3555.** The City anticipates that there will no cost impact to the residents of 3555 N. Jennie Barker Rd. because the land owned by these residents does not extend to the center line of North Jennie Barker Road due to this land being platted. Specifically, the Proposed Area partially sits on land that was platted pursuant to a plat recorded with the Office of the Register of Deeds of Finney County, Kansas on September 16, 2011 in Book ENV on Page 484A under name of Torres Subdivision of Finney County, Kansas, which is attached hereto as **Exhibit C** and is hereby incorporated by reference as if fully set forth herein ("Torres Subdivision Plat"). The forty feet (40') of right-of-way shown on this plat was dedicated to, and therefore owned by, the County. The entire right-of-way is within the Proposed Area. No portion of this land would cause the residents to be subject to taxation because it is owned by the County and, therefore, would be exempt from taxation pursuant to K.S.A. 79-201a *Second*. In addition thereto, the land would not be subject to taxation because it is being currently used exclusively by the County for right-of-way purposes and, upon annexation, will be used exclusively by the City for the same purposes. Therefore, the land is or would be exempt from taxation pursuant to K.S.A. 79-213(l)(12).
- v. **Estimated Cost Impact to Residents of City.** Any increase in costs to the City associated with providing Street Maintenance Services to the Proposed Area would be spread out amongst the entire tax base of the City.

- vi. **TIMETABLE.** There is no need for a timetable because Street Maintenance Services will be implemented immediately upon annexation.
 - vii. **COMPARISON TO CURRENT SERVICE.** The Proposed Area is currently served by the Road and Bridge Division of the Public Works Department of the County. There will be no change to the existing level of service upon annexation. The City plans to maintain an equal or greater level of service by using its Street Division of the Public Works & Utilities Department of the City, which is a municipal division of a city of the first class that is capable of providing comprehensive maintenance of all municipal streets and alleys within the corporate limits of Garden City, Kansas, including, but not limited to, debris removal, snow removal, alley maintenance, curb and gutter, mowing and weed control, an annual crack sealing program, and street sweeping.
 - viii. **IMPLEMENTATION.** Street Maintenance Services will be provided immediately upon annexation.
- b. **POLICE PROTECTION.**
- i. **SERVICES TO BE EXTENDED.** The services related to police protection that will be extended to the Proposed Area upon annexation will consist of general police protection, such as law enforcement, crime prevention, emergency response, and support services, and will be provided by the Garden City Police Department of the City ("Police Protection Services").
 - ii. **ESTIMATED COST TO THE CITY.** The increase in cost to the City for the extension of Police Protection Services is anticipated to be negligible given the character of the Proposed Area, i.e. one-half of a road right-of-way that runs for a distance of only 4,000 feet. The City anticipates that the patrol and response demands for the Proposed Area will be limited to traffic enforcement and traffic investigation because there are no residences, businesses, or other buildings within the Proposed Area. The Proposed Area can be absorbed into the normal day-to-day patrol and response of the Garden City Police Department because the addition of the Proposed Area will not significantly increase the corporate limits of Garden City, Kansas. The City does not anticipate that these costs will be tangible.
 - iii. **METHOD TO FINANCE.** Any increase in cost to the City for the extension of Police Protection Services will be paid for by the general fund of the City, which is funded by the city-portion of ad valorem property tax, sales tax, franchise fees, and other general revenues.
 - iv. **ESTIMATED COST IMPACT TO RESIDENTS OF PROPOSED AREA.** The City anticipates that there will be no cost impact to most residents who own land within the Proposed Area and there will only be a negligible impact to the rest of those residents for the reasons set forth in Subparagraphs (a)(iv)(A) through (D) of Paragraph 3, Street Maintenance – Estimated Cost Impact to Residents of Proposed Area, herein.

- v. **Estimated Cost Impact to Residents of City.** The City anticipates that the cost impact to the residents of Garden City, Kansas would be minimal because, as previously stated, the City does not anticipate there to be any significant increase in costs to the City associated with providing Police Protection Services to the Proposed Area. Should there be any increase in costs, those costs would be spread out amongst the entire tax base of the City.
 - vi. **TIMETABLE.** There is no need for a timetable because Police Protection Services will be implemented immediately upon annexation.
 - vii. **COMPARISON TO CURRENT SERVICE.** The Proposed Area is currently served by the Finney County Sheriff's Office. There will be no change to the existing level of service upon annexation. The City plans to maintain an equal or greater level of service by using its Garden City Police Department, which is a professional law enforcement agency of a city of the first class that comprised of an authorized sixty-five (65) full-time, sworn law enforcement officers organized into a Patrol Division, an Investigations Division, and a Support Services Division, and that is capable of providing comprehensive police protection services, including, but not limited to, basic and advanced criminal investigation, drug enforcement, and patrol functions such as traffic enforcement, traffic investigations, property protection, and community safety.
 - viii. **Implementation.** These services will be provided immediately upon annexation.
- c. **Fire Protection.**
- i. **SERVICES TO BE EXTENDED.** The Proposed Area is already served by the City and has been within the existing service area of the Garden City Fire Department since at least 1995 through a longstanding governmental services agreement with the Township. Specifically, the City and the Township entered into an agreement on or about the 27th day of September, 1995, bearing the title of Agreement, for the provision of firefighting, emergency rescue, and hazardous material response services by the City to the jurisdictional area of the Township, which is attached hereto as **Exhibit D** and is hereby incorporated by reference as if fully set forth herein ("Township Agreement"). The Township Agreement will not be affected by the annexation of the Proposed Area. Therefore, any services related to fire protection will continue to be extended to the Proposed Area upon annexation and will consist of general fire protection, such as advanced firefighting, emergency rescue response, and hazardous material response, and will be provided by the Garden City Fire Department ("Fire Protection Services").
 - ii. **ESTIMATED COST TO THE CITY.** The City anticipates that there will be no cost impact to the City for the continuation of Fire Protection Services because the City's costs are offset by the Township Agreement and any remaining costs will be absorbed into the general budget of the Garden City Fire Department, as has been the case since at least 1995. Specifically, the Township compensates the City for the services provided by the Garden City Fire Department and this compensation partially, if not completely, covers the costs of providing these services. The Township pays the City an amount equal to one (1) mill levy of the Township's total valuation for a given year in exchange for the services provided by the Garden City Fire Department ("Service Charge"). The terms of the Township Agreement,

including the Service Charge, will not be affected by the annexation of the Proposed Area. The City, therefore, anticipates that the annexation of the Proposed Area will not result in any cost impact to the City so long as the terms of the Township Agreement remain in effect. In the event that the Township Agreement is amended to remove the Proposed Area from the scope of the Township Agreement, the Service Charge could be proportionally reduced and the City would have to fund the cost of providing Fire Protection Services through other means. In that event, the increase in cost to the City for the continuation of Fire Protection Services is anticipated to be negligible given the character of the Proposed Area, i.e. one-half of a road right-of-way that runs for a distance of only 4,000 feet. This is a narrow strip of land that consisting of a roadway and a roadside. The roadway is an asphalt surface that is approximately thirteen (13) feet wide. The roadside is approximately twenty-seven (27) feet wide and contains only basic infrastructure and roadside structures, including, but not limited to, a drainage ditch, mailboxes, driveways, driveway culverts, gas meters, and utility poles. Most importantly, from a fire protection perspective, there are no buildings located within the Proposed Area. Based on these characteristics, the City anticipates that the emergency response demands will be limited to basic fire suppression caused by vegetation fires and, possibly, technical rescue and vehicle extraction relating to motor vehicle accidents. The City does not anticipate that these costs will be tangible.

- iii. **METHOD TO FINANCE.** As explained above, there are no additional costs for the City to finance due to the Township Agreement partially offsetting these costs. In the event that the Township Agreement is amended in a way that would reduce the Service Charge and would require the City to fund the continuation of Fire Protection Services through other means, any increase in cost to the City will be paid for by the general fund of the City. The general fund is funded by the city-portion of ad valorem property tax, sales tax, franchise fees, and other general revenues.
- iv. **ESTIMATED COST IMPACT TO RESIDENTS OF PROPOSED AREA.** The City anticipates that there will be no cost impact to most residents who own land within the Proposed Area and there will only be a negligible impact to the rest of those residents for the reasons set forth in Subparagraphs (a)(iv)(A) through (D) of Paragraph 3, Street Maintenance – Estimated Cost Impact to Residents of Proposed Area, herein. Although the two (2) small tracts of land owned by the residents of 3125 and 3185 N. Jennie Barker Rd. within the Proposed Area would be subject to the City's mill levy rather than the Township's mill levy upon annexation, the City anticipates that these tracts will not generate any significant amount of tax revenue due to their small size. For reference and as further explained in Subparagraph (a)(iv)(B)(2) of Paragraph 3, Street Maintenance – Estimated Cost Impact to Residents of Proposed Area, herein, these two (2) small tracts of land are approximately five feet (5') wide by two hundred and eighty feet (280') long, with a square footage of approximately 1,400 square feet.
- v. **Estimated Cost Impact to Residents of City.** The City anticipates that the cost impact to the residents of Garden City, Kansas would be minimal because, as previously stated in Subparagraph (c)(ii) of Paragraph (3), Fire Protection – Estimated Cost to the City, herein, the City does not anticipate there to be any significant increase in costs to the City associated with providing Fire Protection Services to the Proposed Area. Should there be any increase in costs, those costs would be spread out amongst the entire tax base of the City.

- vi. **TIMETABLE.** There is no need for a timetable because Fire Protection Services are currently being provided by the City and will continue to be provided to the Proposed Area immediately upon annexation, without interruption.
 - vii. **COMPARISON TO CURRENT SERVICE.** The Proposed Area is already served by the City and has been within the existing service area of the Garden City Fire Department since at least 1995 through the Township Agreement. This level of service will continue, without interruption, notwithstanding the annexation of the Proposed Area.
 - viii. **IMPLEMENTATION.** These services are currently being provided by the City and will continue to be provided immediately upon annexation, without interruption.
- d. **Public Utilities.**
- i. **Services to be Extended.** The Proposed Area contains limited utilities infrastructure and there are no plans to extend any adjacent municipal utilities infrastructure at this time. Specifically, the City does not anticipate that any electricity, water, or wastewater services will be extended to the Proposed Area upon annexation (“Public Utilities Services”) because there are currently no residences, businesses, or other buildings within the Proposed Area that would require electricity, water, or wastewater. Furthermore, given the character of the Proposed Area, it is unlikely that any buildings or structures requiring public utilities will ever be constructed or erected in the Proposed Area, i.e. one-half of a road right-of-way that runs for a distance of only 4,000 feet, consisting of a narrow strip of land that consisting of a roadway and a roadside, with a thirteen (13) feet wide asphalt-surface roadway and a twenty-seven (27) feet wide roadside that contains only basic infrastructure and roadside structures, including, but not limited to, a drainage ditch, mailboxes, driveways, driveway culverts, gas meters, and utility poles. The presence of these utilities and the character of the Proposed Area effectively prohibits the construction of buildings or other structures within the Proposed Area. If any structures are possible or allowed in the Proposed Area, then those structures would be small-scale, such as signage and lighting. In the event that the City determines that Public Utilities Services should be extended to the Proposed Area, any such services would be limited to the installation, operation, and maintenance of streetlights within the Proposed Area (“Community Lighting”). However, in the event that a structure is constructed or erected within the Proposed Area that requires public utilities, the City anticipates that any costs associated therewith will be minimal because, as stated above, any such structures would be small-scale. In the event that Community Lighting becomes warranted or that a structure is constructed or erected within the Proposed Area that requires public utilities, the necessary Public Utilities Services will be extended to the Proposed Area and will be provided by the Electric, Water, Wastewater, or Street Divisions of the Public Works & Utilities Department of the City, as the case may be.
 - ii. **Estimated Cost to the City.** In the event that Community Lighting becomes warranted, the City anticipates that any cost to the City for Community Lighting would be approximately \$1,200.00 per streetlight for a total of approximately \$8,400.00 for the 4,000 feet area.

- iii. **Method to Finance.** Any increase in cost to the City for Community Lighting or the extension of any other Public Utilities Services to the Proposed Area will be paid for by the budget of the Electric Division of the Public Works & Utilities Department of the City, which is funded by the ratepayers of the City's electric utility. An additional financing method could be used to fund Community Lighting. Specifically, the City could pay for the costs of Community Lighting through the Street Division of the Public Works & Utilities Department of the City and, in that event, those costs would be paid for by the general fund of the City, which is funded by the city-portion of ad valorem property tax, sales tax, franchise fees, and other general revenues.
- iv. **Estimated Cost Impact to Residents of Proposed Area.** The City anticipates that the cost impact to the residents of Garden City, Kansas would be minimal because, as previously stated, the City does not anticipate there to be any significant increase in costs to the City associated with Community Lighting or the extension of any other Public Utilities Services to the Proposed Area. Should there be any increase in costs, those costs would be spread out amongst the ratepayers or the entire tax base of the City as further discussed in Subparagraph (d)(v) of Paragraph (d), Public Utilities – Estimated Cost Impact to Residents of City, herein.
- v. **Estimated Cost Impact to Residents of City.** The City anticipates that the cost impact to the residents of Garden City, Kansas would be minimal because, as previously stated, the City does not anticipate there to be any significant increase in costs to the City associated with Community Lighting or the extension of any other Public Utilities Services to the Proposed Area. Should there be any increase in costs, those costs would be spread out amongst the ratepayers of the City's electric utility or, possibly, the entire tax base of the City should the cost of Community Lighting be expensed through the Street Division of the Public Works Department of the City, as discussed in Subparagraph (d)(iii) of Paragraph (3), Public Utilities – Method to Finance, herein.
- vi. **Timetable.** There is no need for a timetable because Community Lighting is not warranted at this time and there are no current plans to extend Public Utilities Services to the Proposed Area upon annexation.
- vii. **Comparison to Current Service.** The City does not believe that the Proposed Area is currently served by any utilities services at this time because there are no buildings or structures located within the Proposed Area and, therefore, the City believes that any utilities infrastructure located within the Proposed Area is built serve buildings and structures that are located outside of the Proposed Area. As stated above, the character of the Proposed Area makes it unlikely that any buildings or structures requiring public utilities will ever be constructed or erected in the Proposed Area and any such structures that do become present would be small-scale. In the event that Community Lighting becomes warranted or that a structure is constructed or erected within the Proposed Area that requires public utilities, the necessary Public Utilities Services will be extended to the Proposed Area and will be provided by the Electric, Water, Wastewater, or Street Divisions of the Public Works & Utilities Department of the City, as the case may be. This service would be greater in comparison to the current utilities services within the Proposed Area, or lack thereof.

viii. **Implementation.** Any future Public Utilities Services, including, but not limited to, Community Lighting, will be implemented on an as-needed basis, at the discretion of the City or upon petition of the landowners.

4. **SUBMISSION OF PLAN TO COUNTY.** A copy of this Plan shall be sent by certified mail, **not less than ten (10) days prior to March 19, 2024** to the Board of County Commissioners of Finney County, Kansas.

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, the 19th day of March, 2024 pursuant to Ordinance No. _____.

CITY OF GARDEN CITY, KANSAS

Date



By_____
MANUEL F. ORTIZ, Mayor

ATTEST:

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



Legend

-  Annexation
-  Municipal Boundaries



0 250 500 1,000 Feet





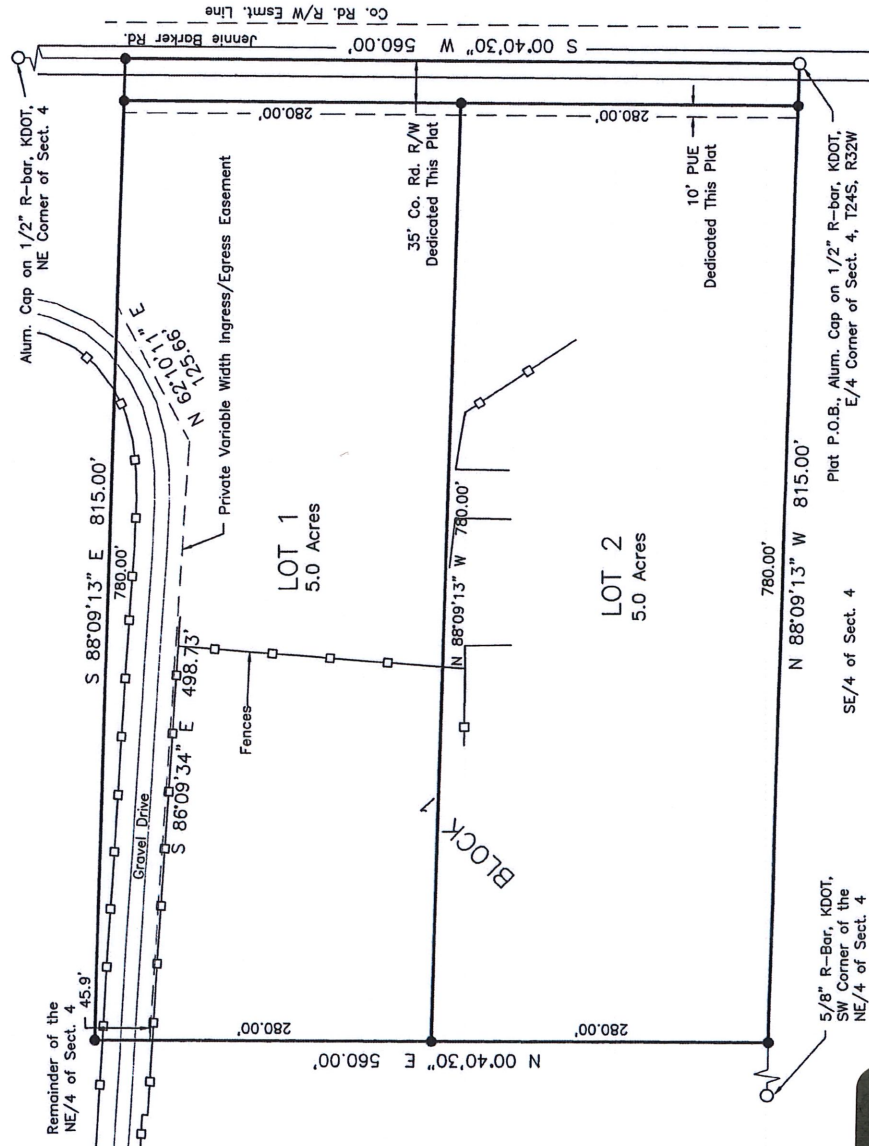
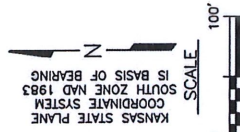
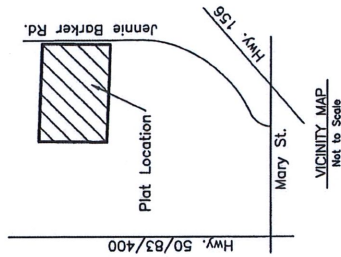
This sketch is provided pursuant to K.S.A 12-520b(a)(1).
Specifically, this sketch is provided to comply with subsection (a)(1)(B) and (C).
In regards to subsection (a)(1)(C), the general land use pattern in the area to be annexed is right-of-way.



TORRES ADDITION NO. 2

A Portion of the NE/4 of
Section 4, T24S, R32W,
Finney County, Kansas

334 987



Boundary Closure Information:
Perfect Closure due to Property
being a parallelogram.

LEGEND

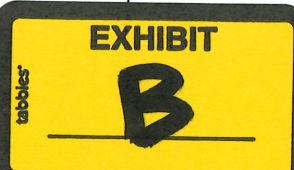
- Found Monument
- Set 1/2" x 24" R-bar &
"GPS CLS292" cap
- 0.00' Measured = M
- P.O.B. Point of Beginning
- Easement
- PUE Public Utility Easement
- OHE Overhead Electric Lines

GENERAL NOTES

1. Sanitary Sewer Easement is located centered on the existing Sanitary Sewer.
2. This survey does not certify to ownership.
3. Existing Zoning is AG. Zoning to be R-R. Building Setback Lines are:
Front - 40'
Side - 20'
Rear - 50'

CORNERSTONE
Professional
Services, Inc.

1555 North Shore Circle
Garden City, KS 67846
2042 620-272-7592
16 May, 2016 Copyrighted



CORRES ADDITION NO. 2

334 987

A Portion of the NE/4 of
Section 4, T24S, R32W,
Finney County, Kansas

Quarter of Section 4, Township 24 South, Range 32 West, Finney County, Kansas, more

of said Section 4 being a found Aluminum cap on a 1/2" R-bar, KDOT;
South line of said Northeast Quarter a distance of 815.00 feet to a set 1/2" R-bar,

nce of 560.00 feet to a set 1/2" R-bar;
nce of 815.00 feet to a set 1/2" R-bar;

East line of said Northeast Quarter a distance of 560.00 feet to the point of
ore or less.



Ken Parks, License No. 1289



Vernon L. Cress, License No. 899,
County Survey Reviewer

day
with

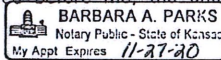
i

that We, the undersigned, being the sole proprietors and owners of the land included
e only persons whose consents are necessary to pass clear title to said land and We
ecording of said plat. The public street and utility easement is hereby dedicated to
s.

nd dedications are executed this 5th day of June, 2018.

Elizabeth Torres
Elizabeth Torres

acknowledged before me, the undersigned officer, by this 5th day of June, 2018.



(Seal)
My commission expires

TY AREA PLANNING COMMISSION

State of Kansas, Finney County SS.
This instrument was filed for Record
07/09/2018 at 01:51 PM
& recorded in Book 0334 on Page 987
Fees: \$38.00
2018-02808
Ulrike Lappi
ULRIKE LAPPI, N.
FINNEY COUNTY REGISTER OF DEEDS

hereby approved this 15th day

Kaleb Kentner
Kaleb Kentner, Secretary



DATA ENTRY
LAND INDEX

d of County Commissioners of Finney County,
e day of , 2018, accepted
g described parcel of real property and
for dedication for public use, in conformity
ation.

Entered in Transfer Record in my office this
10 day of July, A.D., 2018
[Signature]
Finney County Clerk

lerk, Board of County Commissioners,
Finney County, Kansas



Page 2 of 2

CORNERSTONE
Professional
Services, Inc.
1555 North Shore Circle
Garden City, KS. 67846
2042 620-272-7592
04 June, 2018 Copyrighted

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of September, 1995, by and between the CITY OF GARDEN CITY, KANSAS, a municipality ("City"), and the TOWNSHIP OF GARDEN CITY, FINNEY COUNTY, KANSAS, ("Township").

WITNESSETH:

WHEREAS, the parties agree that it is to the mutual benefit of both parties for City to furnish fire fighting, emergency rescue and hazardous material response services to Township by authorizing the Garden City Fire Department (GCFD) to answer calls anywhere within Township; and

WHEREAS, it is understood by and between the parties that in order to render adequate emergency services, it is necessary for Township to compensate City for labor costs, and the maintenance and operation of fire fighting, emergency rescue and hazardous material response vehicles and equipment.

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

1. SERVICES. City agrees, for the compensation specified below, to furnish fire fighting, emergency rescue and hazardous material response services (emergency services) to Township. City shall make a reasonable effort to respond to all fires, rescue and hazardous material incident calls (emergency calls) in Township.

2. TERM/TERMINATION. The term of this Agreement shall be for a period of two (2) years, from January 1, 1996, to December 31, 1997. This Agreement shall renew itself for two (2) year terms, upon the same terms and conditions set forth herein, unless either party notifies the other party in writing one hundred twenty (120) days prior to the end of the previous term, of an intent to terminate. Either party may terminate this Agreement for any reason, by providing the other party not less than one hundred twenty (120) days written notice. The parties further acknowledge and agree that any extension of the original or any renewal term shall require approval by appropriate action of the governing bodies of City and Township.

3. SERVICE CHARGES. Township shall pay to City for the emergency services to be provided by City to Township, annual service charges equal to one (1) mill levy per year of the total valuation of Township. City shall bill Township on or before December 1 of each year for each twelve (12) month period within which the billing date falls, with the payment to be made by Township to City on or before March 1 of the following year. Township agrees that it shall make a sufficient levy for the purpose of paying the service charges specified herein, and if necessary, Township will levy a special tax as authorized by law so as compensate City for the emergency services provided pursuant to this Agreement. When appropriate, City may bill a property owner's insurance company for costs associated with a response to an emergency call, if allowed by law, however, the ability or inability of



City to obtain reimbursement for costs or expenses from a third party shall in no way relieve Township of any responsibility hereunder.

4. ADDITIONAL EXPENSES. All expenses of maintaining equipment, apparatus, salaries, insurance premiums, and any and all other items of expenses associated with the emergency services to be provided by City, shall be the sole and exclusive responsibility of City, unless specifically designated in this Agreement as an expense of Township.

5. RESPONSE TO EMERGENCY CALLS. The GCFD Fire Chief, or his designated agent, shall have the sole right and authority, with respect to every emergency call, to determine whether City can provide any portion or all of its equipment at any particular time in response to an emergency call. City may determine that road and weather conditions exist that would not allow for a reasonably safe response to be made by GCFD, therefore, under such circumstances City may decline to respond to an emergency call. The judgment and decision of the GCFD Fire Chief, or his designated agent, shall be the final decision as to all matters pertaining to availability of equipment, road and weather conditions, and the ability of City to respond to an emergency call.

6. AUTHORITY AND CONTROL. The GCFD Fire Chief also serves in the capacity of Finney County Rural Fire Chief, as designated by the Board of Commissioners of Finney County. The GCFD Fire Chief shall have sole and exclusive right and responsibility to prescribe the manner and method of giving the alarm for fire or other emergency responses in Township. The Fire Chief shall have the sole and exclusive responsibility and authority to direct and control any and all emergency equipment operations and procedures at any emergency scene. Any and all officers and/or fire fighters appointed by Township responding to an emergency call shall be subject to the authority and control of the GCFD Fire Chief and said personnel shall follow any and all directives of the GCFD Fire Chief.

7. POLICIES AND PROCEDURES. All fire fighting, fire prevention, emergency rescue and hazardous material response activities provided by City under the terms and conditions of this Agreement shall be in accordance with the policies, regulations, and ordinances of City, and in conformity with all recognized standards of any and all applicable fire and life safety codes.

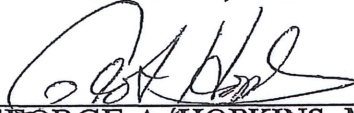
8. LIABILITY. Township agrees to release City from any and all liability arising out the emergency services provided by City to Township under this Agreement. City agrees to discharge the emergency services to be provided under this Agreement in a manner compatible with accepted policies and procedures, however, it is not the intent of City to guarantee the effectiveness of any emergency service to be provided by City, including but not limited to, response time, or ability to save or mitigate loss or damage to property or life. It is not the intent of City or Township to relieve either party of any obligation or responsibility imposed upon a party by law.

9. AUTHORITY TO CONTRACT. City and Township possess the power, privilege, and/or authority to enter into this Agreement. City and Township shall take all appropriate action to adopt and approve this Agreement by ordinance, resolution or motion. Any

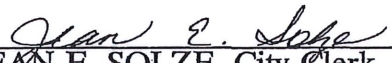
- (c) This Agreement may be amended, changed or modified, only upon the written consent of both parties.
- (d) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives and permitted assigns, subject to approval of the governing body of each party.
- (e) This Agreement shall be construed in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first above written.

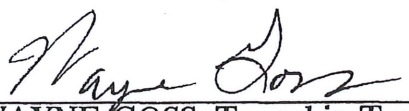
CITY OF GARDEN CITY,
FINNEY COUNTY, KANSAS

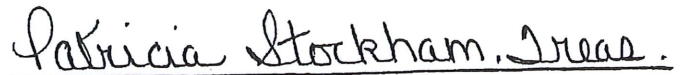
By 
GEORGE A. HOPKINS, Mayor

ATTEST:

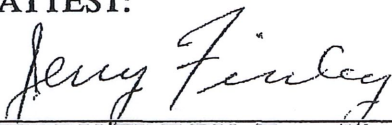

JEAN E. SOLZE, City Clerk

TOWNSHIP OF GARDEN CITY
FINNEY COUNTY, KANSAS

By 
WAYNE GOSS, Township Trustee


Patricia Stockham, Treas.

ATTEST:


JERRY FINLEY, Township Clerk



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: March 19, 2024
RE: Motor Vehicle Nuisance at 503 N. Taylor Avenue

ISSUE:

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

1. Resolution No. _____-2024, a resolution authorizing the removal of motor vehicle nuisances from certain properties in the City of Garden City, Kansas, pursuant to Section 38-63 of the Code of Ordinances of the City of Garden City, Kansas (503 N. Taylor Avenue - 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 503 N. Taylor Avenue has an environmental nuisance condition on the property and is in violation of the City's Environmental Codes. There is one inoperable vehicle located on the property.

Staff has visited the property on many occasions. The property owner and the residents have been notified by two order of violations sent February 1, 2024, and February 21, 2024. The property owner and the residents were unable to be reached and no contact was attempted by the property owners according to Section 38-137 of the Environmental Code of Ordinances and have neither abated the nuisance conditions nor requested a hearing before the Governing Body. The attached resolution will allow staff to mitigate the environmental nuisance on this property.

ALTERNATIVES:

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

RECOMMENDATION:

Staff recommends the Governing Body approve the attached resolution.

FISCAL NOTE:

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

ATTACHMENTS:

Description	Upload Date	Type
Vehicle Resolution - 503 N Taylor	3/13/2024	Backup Material

Vehicle Photo - 503 N Taylor

3/13/2024

Backup Material

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE REMOVAL OF MOTOR VEHICLE NUISANCES FROM CERTAIN PROPERTIES IN THE CITY OF GARDEN CITY, KANSAS, PURSUANT TO SECTION 38-63 OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS. (503 N. Taylor Ave.)

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

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

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

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

503 N. Taylor Ave. - Inoperable and/or unregistered vehicle- 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.

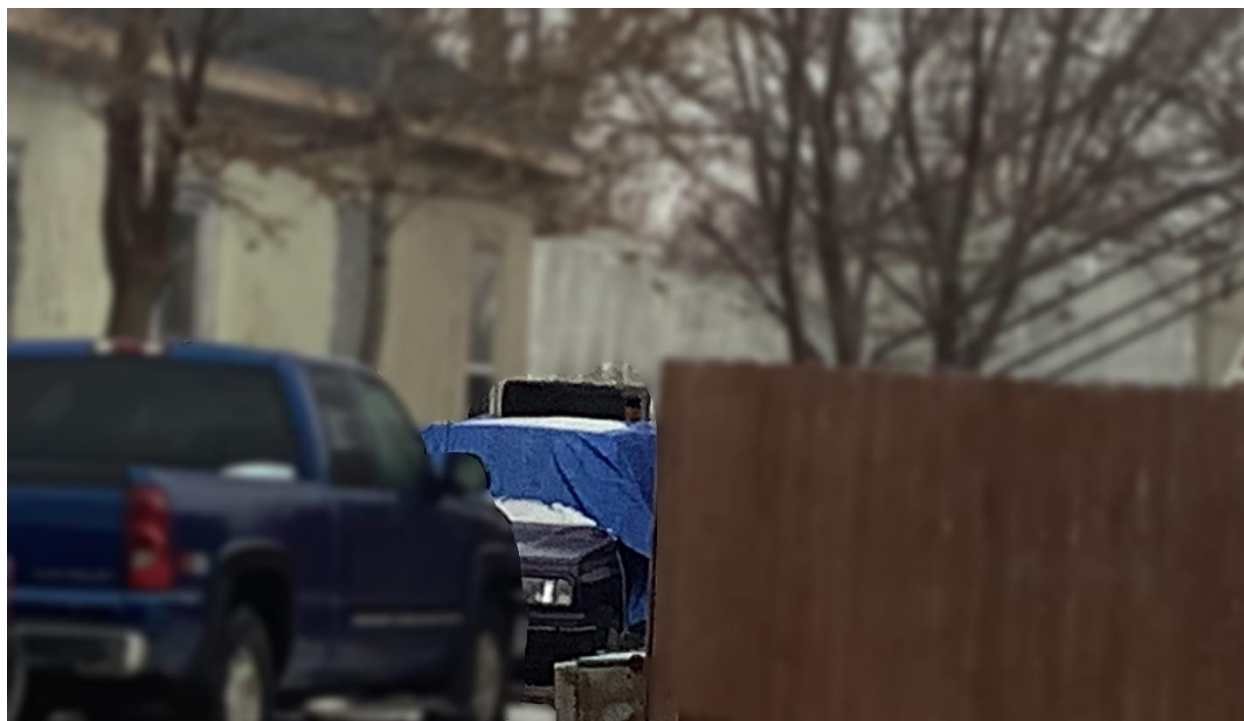
PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, on this 19th day of March 2024.

Manuel F. Ortiz, MAYOR

ATTEST:

Celyn N. Hurtado, CITY CLERK

503 N. Taylor Ave





MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Mike Muirhead, Director of Public Works, and Utilities.
DATE: March 19, 2024
RE: Electric Service Provider City Property (Worf LLC)

ISSUE:

The Governing Body is asked to consider the Garden City Electric Department to be the electric service provider for property annexed into the boundaries of the City of Garden City by Ordinance No. 2975-2024.

BACKGROUND:

On February 6, 2024, the Governing Body annexed real property into the City boundaries with Ordinance No. 2975-2024 as per the property owners request.

This property that was annexed into the City was within the certified territory of a retail electric supplier, specifically Wheatland Electric Cooperative, Inc. (WECI). Pursuant to K.S.A. 66-1,176, the City has an obligation to negotiate for the issuance of a franchise agreement, pursuant to K.S.A. 12-2001 et seq., with WECI since WECI is the retail electric supplier holding a certificate within the annexed area. On February 15, 2024, Mr. Jim McVay, Assistant General Manager, and General Counsel to WECI, notified the City via an email to Mike Muirhead, Director of Public Works and Utilities, that WECI would not be requesting a franchise agreement to serve the property annexed into the City by Ordinance No. 2975-2024. Also, pursuant to K.S.A. 66-1,176, the City is obligated to pay WECI for the expense of the retirement of WECI facilities on the property and two times the previous 12 months' annual revenue. There are currently three streetlights, as part of a network of other streetlights that are being served by WECI. These streetlights provide lighting for portions of Mary Street that was part of the annexation. The city has agreed to pay WECI \$526.62 as invoiced for 2 years of lost revenue.

K.S.A. 66-1,176 requires the Governing Body to consider at a minimum of eleven factors when making the selection of the electric service provider. These factors are, but are not limited to, the following:

- (A) The public convenience and necessity;
- (B) Rates of various suppliers;
- (C) Desires of the customer or customers to be served;
- (D) Economic impact on the suppliers;
- (E) Economic impact on the customers of the suppliers;
- (F) The supplier's operational ability to serve the annexed area;
- (G) Avoiding the wasteful duplication of facilities;
- (H) Avoiding unnecessary encumbrance on the landscape;
- (I) Preventing the waste of materials and natural resources;

- (J) Proposals from any retail electric supplier holding a certificate in the annexed area;
(K) Whether the selection is in the public interest as it relates to all the factors considered by the City.

The City Electric Department is presenting the eleven factors to the Governing Body for consideration and their comments regarding the eleven factors are as follows.

A) The public convenience and necessity: The City has provided safe, reliable, adequate, and efficient service to its residents for over one hundred and eight years within the City's limits. In the past three years, the City has invested over \$16 Million Dollars in upgrading its electrical distribution system to make it more robust with additional capacity to serve the growing community. A large portion of these upgrades included a purchase of facilities from the WECl., including two large electrical substations that now provide the City with direct connection to the bulk transmission system. The City has been and is still publicly accountable to its citizens and is in the best position to gauge what is appropriate for the public convenience and necessity of its residents.

(B) Rates of various suppliers; As directed by K.S.A.66-1,176, there will be 8.5% of the gross revenues of total retail sales attributable to new customers in this area to be paid to WECl. This 8.5 % of gross revenues will be paid to the WECl on an annual basis.

Statutory Service Areas. The rates set forth shall apply only to a new customer receiving electric service from any point of delivery that is (i) situated on real property that was located within the certified territory of a retail electric supplier whose rights to provide electric service to the real property were terminated on or after September 5, 2023, due to annexation by the City; and (ii) not subject to a franchise agreement between the City and any such retail electric supplier. The term "new customer" shall mean any customer who receives electric service from the City for the first time from a particular address on or after January 1, 2023, and who was not an existing customer of a retail electric supplier at the same address before January 1, 2023. The rates set forth in this subsection shall not apply if more than ten (10) years have passed following the date of termination of the service rights of any such retail electric supplier and, in that event, the rates within the corporate limits of the City of Garden City shall apply. In the event that the percentage set forth in subsection (f)(5) of K.S.A. 66-1,176, and amendments thereto, is changed by the Kansas Legislature, the energy charge provided for in this subsection shall equal a rate calculated by increasing the energy charge provided for in subsection (d) by said percentage.

Residential Monthly Rate for Statutory Service Areas.

Application. Electric service under this schedule is applicable to individually metered domestic service units, including individually metered apartments for domestic purposes. This schedule is not applicable to service units accommodating two or more families, service units where more than three rooms are rented or available for rent to transient or permanent residents, or domestic service units whose premises are utilized for any professional, commercial business or other gainful enterprise including hotels, motels and apartments where service is received through a single meter and the occupant is charged a rental rate that includes electric service. Under such conditions the apartment service units will be served under the general service or other applicable rate.

The respective rates imposed under this subsection for a given year shall be as follows:

1. January 1, 2024 to December 31, 2024

a. Customer charge, per month..... \$22.50

b. Energy charge, per kWh..... \$0.13986

2. January 1, 2025 to December 31, 2025
 - a. Customer charge, per month..... \$22.50
 - b. Energy charge, per kWh..... \$0.14336
3. January 1, 2026 to December 31, 2026
 - a. Customer charge, per month..... \$22.50
 - b. Energy charge, per kWh..... \$0.14694

Small General Service Monthly Rate for Statutory Service Areas.

1. January 1, 2024 to December 31, 2024
 - a. Customer charge, per month..... \$45.00
 - b. Energy charge, per kWh..... \$0.09208
2. January 1, 2025 to December 31, 2025
 - a. Customer charge, per month..... \$45.00
 - b. Energy charge, per kWh..... \$0.09438
3. January 1, 2026 to December 31, 2026
 - a. Customer charge, per month..... \$45.00
 - b. Energy charge, per kWh..... \$0.09674

Large General Service Monthly Rate for Statutory Service Areas.

Electrical service under this schedule is applicable to any nondomestic customer for all electric service supplied at one location and measured through one meter. A customer's billing demand shall normally exceed 17 kw for four or more billing cycles over 12 continuous billing cycles in order to qualify for this rate schedule, unless otherwise directed by the city manager and director of public utilities.

1. January 1, 2024 to December 31, 2024
 - a. Customer charge, per month..... \$90.00
 - b. Demand charge, per kW..... \$12.86
 - c. Energy charge, per kWh..... \$0.09208
2. January 1, 2025 to December 31, 2025
 - a. Customer charge, per month..... \$90.00
 - b. Demand charge, per kW..... \$12.86
 - c. Energy charge, per kWh..... \$0.09438
3. January 1, 2026 to December 31, 2026
 - a. Customer charge, per month..... \$90.00
 - b. Demand charge, per kW..... \$12.86
 - c. Energy charge, per kWh..... \$0.09674

Churches Service Monthly Rate for Statutory Service Areas.

Rate Schedule. Any church, synagogue, mosque, or other place used for the primary purpose of conducting group religious worship that is otherwise qualified for service under schedule LGS, large general service, shall be billed at the respective rates for a given year as follows:

1. January 1, 2024 to December 31, 2024
 - a. Customer charge, per month..... \$15.00
 - b. Demand charge, per kW..... \$12.86
 - c. Energy charge, per kWh..... \$0.09208
2. January 1, 2025 to December 31, 2025
 - a. Customer charge, per month..... \$15.00
 - b. Demand charge, per kW..... \$12.86

- c. Energy charge, per kWh..... \$0.09438
- 3. January 1, 2026 to December 31, 2026
- a. Customer charge, per month..... \$15.00
- b. Demand charge, per kW..... \$12.86
- c. Energy charge, per kWh..... \$0.09674

Schools Service Monthly Rate for Statutory Service Areas.

Rate Schedule. Any school or college that is otherwise qualified for service under schedule LGS, large general service, shall be billed at the respective rates for a given year as follows:

- 1. January 1, 2024 to December 31, 2024
- a. Customer charge, per month..... \$15.00
- b. Demand charge, per kW..... \$12.86
- c. Energy charge, per kWh..... \$0.09208
- 2. January 1, 2025 to December 31, 2025
- a. Customer charge, per month..... \$15.00
- b. Demand charge, per kW..... \$12.86
- c. Energy charge, per kWh..... \$0.09438
- 3. January 1, 2026 to December 31, 2026
- a. Customer charge, per month..... \$15.00
- b. Demand charge, per kW..... \$12.86
- c. Energy charge, per kWh..... \$0.09674

It should also be noted that there is no differential in summer or winter rates, nor is there any Energy Cost Adjustment (E.C.A.) or Power Cost Adjustment (P.C.A.) added to the City's utility bill. The City also does not charge for the energy costs required for street lighting.

(C) Desires of the customer or customers to be served; The owners of the property expect all services to be provided by the City.

(D) Economic impact on the suppliers; There is no economic impact expected to be placed on the power supplier for the City. The increase in the number of customers being served by the City will eventually lower its cost per customer, creating greater efficiencies.

(E) Economic impact on the customers of the suppliers; There is no economic impact expected to be placed on existing customers of the City. Those customers will enjoy the benefits from an increased tax base through City annexation, increased enrollment in schools, and lowering the per-customer cost of the City utility's cost of service.

(F) The supplier's operational ability to serve the annexed area; The City recently purchased from the WECl the Morris Substation. This substation is located just north of K-156 and Jennie Barker Road. The City of Garden City strategically increased the capacity of this substation by 50% for additional system growth. Feeder lines are well positioned to serve the area with a 12.5 KV distribution system, and within a one-mile radius of the annexed area, there are also two additional (2) electrical substations and 27 MW of natural gas generation located at the Jameson Energy Center.

(G) Avoiding the wasteful duplication of facilities: There will be no duplication of facilities as there are only 3 city-owned and maintained street lights lighting Mary Street. The City will pay WECl \$526.62 for the lost revenue of providing service to these lights. The City will extend its distribution system to serve the lights and any future new customers.

(H) Avoiding unnecessary encumbrance on the landscape; All facilities on the property will be placed with underground facilities thus preventing unnecessary encumbrances on the property.

(I) Preventing the waste of materials and natural resources; There will be no waste of materials or natural resources in providing electrical service to the property.

(J) Proposals from any retail electric supplier holding a certificate in the annexed area; WECl made it known to the City that it would NOT seek a franchise to serve this property.

(K) Whether the selection is in the public interest as it relates to all the factors considered by the City. The fact that the property was annexed into the City and the City provides its own electric service within its City limits can allow for that consistent policy. A continuity of service by the City in the City limits can create a safer environment in the event of storm damage or physical damage to facilities. Police and Fire officials would know that all facilities within the City limits are served by only the City's utility and avoid confusion or unnecessary delays in interrupting or restoring power.

The Governing Body may choose to ask for additional information for consideration to make the selection of the electric service provider.

ALTERNATIVES:

1. The Governing Body may choose to ask for additional information for consideration to make the selection of the electric service provider.
2. The Governing Body may further discuss the eleven factors and consider Findings of Fact and Conclusions about selecting a retail electric supplier at a subsequent meeting(s).

RECOMMENDATION:

Staff recommends the Governing Body further discuss the eleven factors and consider Findings of Fact and Conclusions about selecting a retail electric supplier at a subsequent meeting(s).

FISCAL NOTE:

If the Garden City Electric Department or other provider is selected to serve the property, pursuant to K.S.A. 66-1,176, 8.5% of gross electrical energy sales revenue obtained from the property will be paid to WECl on an annual basis for a period of ten years. After ten years, the payment to WECl will automatically stop.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2975-2024	3/14/2024	Backup Material
WECl Invoice 16239	3/14/2024	Backup Material

ORDINANCE NO. 2475-2024

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

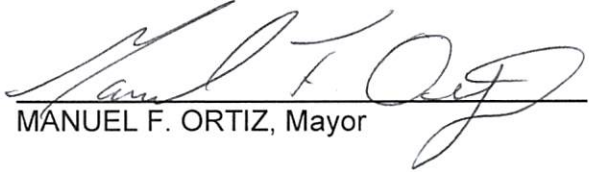
SECTION 6. If any section, clause, sentence, or phrase of this ordinance is found to be unconstitutional or is otherwise held invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining parts of this ordinance. Without limiting the foregoing and in the event that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

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


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

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

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


MANUEL F. ORTIZ, Mayor

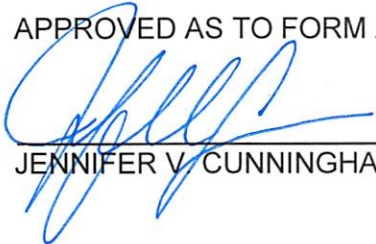
ATTEST:



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



APPROVED AS TO FORM AND CONTENT:



JENNIFER V. CUNNINGHAM, City Attorney



PO BOX 1078
GARDEN CITY, KS 67846-1078

A Touchstone Energy® Cooperative 

INVOICE: 16239

Invoice Date: 03/12/2024
Terms: NET - 25 DAYS
Due Date: 04/06/2024
Amount Due: \$ 526.62

CITY OF GARDEN CITY
PO BOX 998
GARDEN CITY KS 67846-0998

Account: 913900042
Description: 12 MONTHS LOST REVENUE FOR 3 STREET LIGHTS X 2 DUE TO ANNEXATION OF WORF PROPERTY. SML 504030. 3210 E MARY. Page 1 of 1

DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
12 MONTHS LOST REVENUE X 2	1.000	EA	526.6200	526.62	

MESSAGES

PAY YOUR INVOICE ONLINE AT:


<https://wheatland.smarthub.coop/PayNow.html>

APPLICABLE SALES & USE TAXES ON MATERIAL HAVE BEEN PAID. FINANCE CHARGES APPLY AT THE RATE OF 1-1/2% PER MONTH OR 18% PER ANNUM AFTER INVOICE DATE. CALL STEPHANIE AT 620-271-1667 OR ANDREA AT 620-874-4509 WITH ANY QUESTIONS.

Subtotal: \$ 526.62
Tax: \$ 0.00
Total: \$ 526.62
Amount Paid: \$ 0.00
Amount Due: \$ 526.62



PO BOX 1078
GARDEN CITY, KS 67846-1078

A Touchstone Energy® Cooperative 

CITY OF GARDEN CITY
PO BOX 998
GARDEN CITY KS 67846-0998

Account: 913900042
Invoice: 16239
Due Date: 04/06/2024
Amount Due: \$ 526.62

Amount Of Payment: _____

Remit To:

WHEATLAND ELECTRIC COOPERATIVE, INC
PO BOX 973
GARDEN CITY KS 67846



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Mike Muirhead, Director of Public Works and Utilities.
DATE: March 19, 2024
RE: Infrastructure Improvement Agreement with Maverik, Inc.

ISSUE:

The Governing Body is asked to consider and approve minor changes to the Infrastructure Improvement Agreement with Maverik, Inc.

BACKGROUND:

On March 5, 2024, the Governing Body authorized an Infrastructure Improvement Agreement with Maverik, Inc. Maverik Inc. is under contract to purchase certain real property located on East Mary Street, which will be developed into a commercial property. The City desires to modify certain geometric design elements and related infrastructure for a small portion of East Mary Street adjacent to the proposed development and desires for this work to be performed by the contractors who will already be on-site to perform work for the development. This work shall generally consist of the realignment of the chicane, the realignment of the North curb line on East Mary Street, and the widening of the road surface. After Maverik reviewed the agreement, they made some very minor corrections. After review, the City Attorney's office, with Staff support, agreed to accept the proposed changes and suggested two (2) additional modifications contained in Paragraph 6 and one (1) included in Paragraph 7 to the agreement that is attached showing the proposed changes for the Governing Body consideration. Maverik's changes are in blue, and the city changes are in red.

ALTERNATIVES:

1. The Governing Body may choose to accept the Infrastructure Improvement Agreement with Maverik, Inc., with the modifications.
2. The Governing Body may choose not to accept the Infrastructure Improvement Agreement with Maverik, Inc., with the modifications.

RECOMMENDATION:

Staff recommends the Governing Body accept the Infrastructure Improvement Agreement with Maverik, Inc., with the modifications.

FISCAL NOTE:

The city has no fiscal impact by accepting the modifications to the Infrastructure Improvement Agreement with Maverik, Inc.

ATTACHMENTS:

Description	Upload Date	Type
REVISED Agreement Mav / City	3/14/2024	Backup Material

INFRASTRUCTURE IMPROVEMENT AGREEMENT
MAVERIK GAS STATION

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

RECITALS

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

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

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

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

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

F. The Parties desire to enter into this Agreement to define and express all of their respective rights, commitments, undertakings, and other obligations with respect to the modification of certain geometric design elements and related infrastructure for East Mary Street, as further set forth herein.

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

1. **PROPERTY.** The real property subject to this Agreement is generally located in the Southeast Quarter (SE1/4) of the Southwest Quarter (SW¼) of Section Four (4), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6th P.M. in Finney County, Kansas at the intersection of Buffalo Way Boulevard and East Mary Street in Garden City, Finney County, Kansas and is more particularly described as follows:

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

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

3. **INFRASTRUCTURE IMPROVEMENTS.** The specific infrastructure improvements required for the Project shall generally consist of: (a) removal of the existing curb and gutter; (b) construction of new curb and gutter; (c) removal of existing pavement; (d) installation of new pavement base; (e) construction of new pavement; (f) removal of existing drainage inlets; (g) construction of new drainage inlets; (h) extension of existing storm sewer lateral pipe; and (i) all other incidental and appurtenant work required to complete any such improvements ("Infrastructure Improvements"), pursuant to the constructions specifications as set forth in approved Plans (as defined below). In addition thereto, the Infrastructure Improvements shall consist of any additional or different work that may be required by CITY pursuant to: (j) the *General Improvements Handbook* of CITY; or (k) any plan, drawing, or document related to the design of the Project or any Infrastructure Improvements that is approved by CITY pursuant to the site plan review process of Section 1.090 of the Zoning Regulations of CITY, including any subsequent revisions to such plans that are approved by CITY ("Plans"). Notwithstanding anything to the contrary in the foregoing, CITY may not require additional or different work than those Infrastructure Improvements as set forth in the approved Plans unless CITY simultaneously negotiates in good faith on the increase of the "not-to-exceed amount" referenced in Section C of the Recitals, or the costs for the same shall be in accordance with Section 15 below. The Plans are hereby incorporated by reference as if fully set forth herein. For the purposes of this Agreement, the term "Project" shall include any Infrastructure Improvements.

4. **SCOPE EXCLUSIONS.** Nothing in this Agreement is intended to, nor shall be construed to, authorize or approve DEVELOPER to construct any improvement or undergo any development activity that is not specifically designated as Infrastructure Improvements herein. Nothing in this Agreement shall be construed to in any way limit, bar, or waive any right, authority, or ability of CITY to require DEVELOPER to construct any improvement or undergo any other development activity that is not specifically designated as Infrastructure Improvements herein. Without limiting any of the foregoing, CITY will require DEVELOPER to make other improvements to East Mary Street and Buffalo Way Boulevard as part of the site plan review process of Section 1.090 of the Zoning Regulations of CITY and the traffic impact study process of CITY and any such improvements shall not be construed as being within the scope of Infrastructure Improvements or this Agreement. Additionally, and notwithstanding anything to the contrary, in the event DEVELOPER does not close on the Property (in accordance with the contract referenced in Recital A), this Agreement shall be deemed terminated and of no further force or effect, notwithstanding anything to the contrary in this Section, Section 22, or elsewhere in this Agreement.

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

6. **INTERFERENCE WITH TRAFFIC.** Notwithstanding Paragraph 5, Construction Hours, herein,

DEVELOPER shall not, without prior written permission, from the Director of Public Works & Utilities of CITY perform, or have performed on its behalf, any construction activities in relation to the Property, including, but not limited to, the Project, that, in the sole but reasonable discretion of the City Manager, prevents, disturbs, or limits access by motorized vehicles from East Mary Street or Buffalo Way Boulevard to the real property of USD 457 located at 2720 Buffalo Way Boulevard, Garden City, Kansas 67846. Failure of DEVELOPER to comply any provision of this paragraph shall constitute a breach of this Agreement and, in addition to any other remedies, shall authorize CITY to issue a stop work order for any work on the Project. In the event CITY authorizes DEVELOPER to prevent, disturb, or limit access by motorized vehicles from East Mary Street or Buffalo Way Boulevard, DEVELOPER shall use commercially reasonable efforts to re-open access when reasonably practicable.

7. **CONSTRUCTION COMPLIANCE.** The Project and any Infrastructure Improvements shall be constructed in compliance with: (a) the *General Improvements Handbook* of CITY; (b) any applicable provisions of any ordinance, law, or regulation of any local, state, or federal government, or agency thereof, including, but not limited to, the Code of Ordinances of the City of Garden City, Kansas ("City Code"); and (c) the Plans ("Plans"), as the same are in effect as of the Effective date of this Agreement. DEVELOPER shall be subject to the General Improvements Handbook, and any and all laws, rules, and ordinances, as the same exist as of the date of this Agreement.

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

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

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

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

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

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

14. **REIMBURSEMENT.** The amount of reimbursement to be paid by CITY to DEVELOPER for Construction Costs shall in no event exceed **Ninety Thousand Dollars (\$90,000.00)** ("Not-to-Exceed Amount"). CITY shall pay to DEVELOPER a sum equal to the amount of Construction Costs but not to exceed the Not-to-Exceed Amount ("Reimbursement Price"). DEVELOPER shall not seek reimbursement from CITY and CITY shall be under no obligation to pay DEVELOPER for any amount of Construction Costs that is greater than the Not-to-Exceed Amount, except as provided for in Paragraph 15, True-Up, herein. DEVELOPER shall make any request to CITY for payment of the Reimbursement Price by submitting two (2) separate invoices, with one invoice exclusively for materials cost and a separate invoice exclusively for labor costs, to the Director of Public Works & Utilities of CITY at mike.muirhead@gardencityks.us ("Reimbursement Invoices"). CITY shall pay the Reimbursement Price within sixty (60) calendar days after: (a) CITY has received all Reimbursement Invoices; and (b) all Infrastructure Improvements have been accepted pursuant to Paragraph 12, Acceptance of Construction, herein.

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

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

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

18. **PERFORMANCE BOND.** DEVELOPER shall, at its own cost, guarantee the completion of the Infrastructure Improvements, according to any specifications and requirements pursuant to Paragraph 7, Construction Compliance, herein by providing a corporate surety performance bond that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to DEVELOPER: Maverik, Inc.
 Attn: Real Estate
 Department 185 South
 State Street Suite 800
 Salt Lake, Utah 84111
 Telephone:
 Email: matt.reider@maverik.com

With a Copy to: Maverik, Inc.
 Attn: Legal Department
 185 South State Street, Suite 1300
 Salt Lake City, Utah 84111
 legal@maverik.com

27. **GENERAL COVENANTS.**

- (a) **CHOICE OF LAW.** This Agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- (b) **JURISDICTION AND VENUE.** Any legal action to challenge or enforce the terms of the Agreement must be filed in the District Court of Finney County, Kansas. The parties hereto consent and agree to the exclusive jurisdiction of the State Courts sitting in Finney County, Kansas for all purposes.
- (c) **ATTORNEY FEES.** In the event that CITY takes any legal action to enforce or interpret the terms and conditions of this Agreement, whether through litigation or otherwise, including appeal, and in the event that CITY is a prevailing party, DEVELOPER shall be responsible for and shall pay all costs and expenses of CITY, including, but not limited to, reasonable attorney fees, court costs, and expert witness fees.
- (d) **WAIVER.** The rights and remedies of CITY under this Agreement, as well as those provided by law, shall be cumulative, and none shall be exclusive of any other rights or remedies. A waiver by CITY of any breach or default of DEVELOPER shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default.
- (e) **CUMULATIVE REMEDIES.** All rights and remedies provided in this Agreement, as well as those provided by law or equity, are cumulative and not exclusive of any other rights or remedies, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, by ordinance, by resolution, or otherwise.
- (f) **MODIFICATIONS.** This Agreement shall not be modified, amended, or changed except by written agreement signed by each Party to this Agreement.
- (g) **NON-ASSIGNABILITY.** Neither Party may assign its rights and obligations hereunder without obtaining the prior written consent of the other Party. No assignor shall be released from any of its obligations or liabilities under this Agreement.
- (h) **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties, their respective successors and permitted assigns.
- (i) **COMPLETE UNDERSTANDING; PRIOR AGREEMENTS.** This Agreement represents the

complete understanding between CITY and DEVELOPER as to the subject matter hereof. No inducements, representations, understandings, or agreements, whether oral or written, have been made or relied upon in the making of this Agreement, except those specifically set forth in this Agreement. This Agreement supersedes and

terminates all prior written or oral negotiations, representations, warranties, statements, agreements, addendums to any agreements, and modifications to any agreements between CITY and DEVELOPER concerning the subject matter of this Agreement.

- (j) **SEVERABILITY.** If one or more parts or provisions of this Agreement are found or held unenforceable, void, illegal, or in any way invalid, any such part or provision shall be deemed to be severable from this Agreement and shall in no way affect the validity of the remaining parts or provisions of this Agreement, including, but not limited to, the provisions of Paragraph 25, Indemnification; Delays, herein.
- (k) **SURVIVABILITY.** Notwithstanding any termination or expiration of this Agreement, any provision that, by its sense and context, is intended to survive the termination or expiration of this Agreement shall survive any such termination or expiration, including, but not limited to, the provisions of Paragraph 25, Indemnification; Delays, herein.
- (l) **CHANGE OF LAW.** In the event any provision or part of this Agreement is invalid under applicable laws, such invalid provision or part shall automatically be considered reformed and amended so as to conform to all applicable legal requirements, or, if such invalidity cannot be cured by reformation or amendment, the same shall be considered stricken and deleted, but in neither such event or events shall the validity or the enforceability of the remaining valid portions hereof be affected thereby.
- (m) **CONSTRUCTION.** This Agreement has been arrived at by negotiation and shall not be construed against either Party to it or against the Party who prepared the last draft.
- (n) **HEADINGS; PARAGRAPH REFERENCES.** The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement. Any reference made in regard to a particular paragraph shall be construed as a reference to that paragraph and any of its subparagraphs or subparts, regardless of whether the paragraph is referenced by number, letter, or pronoun.
- (o) **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. Delivery of signatures by electronic method, including electronic mail of PDF signature pages, shall have the same effect as an original signature.

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

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

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

CITY OF GARDEN CITY, KANSAS

Date

By _____
MANUEL F. ORTIZ, Mayor

ATTEST:

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

MAVERIK, INC.

Date

By _____,
_____, as

INFRASTRUCTURE IMPROVEMENT AGREEMENT
MAVERIK GAS STATION

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

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

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

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

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

F. The Parties desire to enter into this Agreement to define and express all of their respective rights, commitments, undertakings, and other obligations with respect to the modification of certain geometric design elements and related infrastructure for East Mary Street, as further set forth herein.

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

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

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

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

3. **INFRASTRUCTURE IMPROVEMENTS.** The specific infrastructure improvements required for the Project shall generally consist of: (a) removal of the existing curb and gutter; (b) construction of new curb and gutter; (c) removal of existing pavement; (d) installation of new pavement base; (e) construction of new pavement; (f) removal of existing drainage inlets; (g) construction of new drainage inlets; (h) extension of existing storm sewer lateral pipe; and (i) all other incidental and appurtenant work required to complete any such improvements ("Infrastructure Improvements"). pursuant to the constructions specifications as set forth in approved Plans (as defined below). In addition thereto, the Infrastructure Improvements shall consist of any additional or different work that may be required by CITY pursuant to: (j) the *General Improvements Handbook* of CITY; or (k) any plan, drawing, or document related to the design of the Project or any Infrastructure Improvements that is approved by CITY pursuant to the site plan review process of Section 1.090 of the Zoning Regulations of CITY, including any subsequent revisions to such plans that are approved by CITY ("Plans"). Notwithstanding anything to the contrary in the foregoing, CITY may not require additional or different work than those Infrastructure Improvements as set forth in the approved Plans unless CITY simultaneously negotiates in good faith on the increase of the "not-to-exceed amount" referenced in Section C of the Recitals, or the costs for the same shall be in accordance with Section 15 below. The Plans are hereby incorporated by reference as if fully set forth herein. For the purposes of this Agreement, the term "Project" shall include any Infrastructure Improvements.

4. **SCOPE EXCLUSIONS.** Nothing in this Agreement is intended to, nor shall be construed to, authorize or approve DEVELOPER to construct any improvement or undergo any development activity that is not specifically designated as Infrastructure Improvements herein. Nothing in this Agreement shall be construed to in any way limit, bar, or waive any right, authority, or ability of CITY to require DEVELOPER to construct any improvement or undergo any other development activity that is not specifically designated as Infrastructure Improvements herein. Without limiting any of the foregoing, CITY will require DEVELOPER to make other improvements to East Mary Street and Buffalo Way Boulevard as part of the site plan review process of Section 1.090 of the Zoning Regulations of CITY and the traffic impact study process of CITY and any such improvements shall not be construed as being within the scope of Infrastructure Improvements or this Agreement. Additionally, and notwithstanding anything to the contrary, in the event DEVELOPER does not close on the Property (in accordance with the contract referenced in Recital A), this Agreement shall be deemed terminated and of no further force or effect, notwithstanding anything to the contrary in this Section, Section 22, or elsewhere in this Agreement.

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

6. **INTERFERENCE WITH TRAFFIC.** Notwithstanding Paragraph 5, Construction Hours, herein,

DEVELOPER shall not, without prior written permission, from the Director of Public Works & Utilities of CITY perform, or have performed on its behalf, any construction activities in relation to the Property, including, but not limited to, the Project, that, in the sole but reasonable discretion of the City Manager, prevents, disturbs, or limits access by motorized vehicles from East Mary Street or Buffalo Way Boulevard to the real property of USD 457 located at 2720 Buffalo Way Boulevard, Garden City, Kansas 67846. Failure of DEVELOPER to comply any provision of this paragraph shall constitute a breach of this Agreement and, in addition to any other remedies, shall authorize CITY to issue a stop work order for any work on the Project. In the event CITY authorizes DEVELOPER to prevent, disturb, or limit access by motorized vehicles from East Mary Street or Buffalo Way Boulevard, DEVELOPER shall use commercially reasonable efforts to re-open access when reasonably practicable.

7. **CONSTRUCTION COMPLIANCE.** The Project and any Infrastructure Improvements shall be constructed in compliance with: (a) the *General Improvements Handbook* of CITY; (b) any applicable provisions of any ordinance, law, or regulation of any local, state, or federal government, or agency thereof, including, but not limited to, the Code of Ordinances of the City of Garden City, Kansas ("City Code"); and (c) the Plans ("Plans"), as the same are in effect as of the Effective date of this Agreement. DEVELOPER shall be subject to the General Improvements Handbook, and any and all laws, rules, and ordinances, as the same exist as of the date of this Agreement.

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

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

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

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

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

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

14. **REIMBURSEMENT.** The amount of reimbursement to be paid by CITY to DEVELOPER for Construction Costs shall in no event exceed **Ninety Thousand Dollars (\$90,000.00)** ("Not-to-Exceed Amount"). CITY shall pay to DEVELOPER a sum equal to the amount of Construction Costs but not to exceed the Not-to-Exceed Amount ("Reimbursement Price"). DEVELOPER shall not seek reimbursement from CITY and CITY shall be under no obligation to pay DEVELOPER for any amount of Construction Costs that is greater than the Not-to-Exceed Amount, except as provided for in Paragraph 15, True-Up, herein. DEVELOPER shall make any request to CITY for payment of the Reimbursement Price by submitting two (2) separate invoices, with one invoice exclusively for materials cost and a separate invoice exclusively for labor costs, to the Director of Public Works & Utilities of CITY at mike.muirhead@gardencityks.us ("Reimbursement Invoices"). CITY shall pay the Reimbursement Price within ~~a reasonable time~~ **sixty (60) calendar days** after: (a) CITY has received all Reimbursement Invoices; and (b) all Infrastructure Improvements have been accepted pursuant to Paragraph 12, Acceptance of Construction, herein.

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

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

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

18. **PERFORMANCE BOND.** DEVELOPER shall, at its own cost, guarantee the completion of the Infrastructure Improvements, according to any specifications and requirements pursuant to Paragraph 7, Construction Compliance, herein by providing a corporate surety performance bond that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to DEVELOPER: Maverik, Inc.
 Attn: Charles
 MaggeletReal Estate
 Department 185 South
 State Street Suite 800
 Salt Lake, Utah 84111
 Telephone: [REDACTED]
 Email: matt.reider@maverik.com

With a Copy to: Maverik, Inc.
 Attn: Legal Department
 185 South State Street, Suite 1300
 Salt Lake City, Utah 84111
 legal@maverik.com

27. **GENERAL COVENANTS.**

- (a) **CHOICE OF LAW.** This Agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- (b) **JURISDICTION AND VENUE.** Any legal action to challenge or enforce the terms of the Agreement must be filed in the District Court of Finney County, Kansas. The parties hereto consent and agree to the exclusive jurisdiction of the State Courts sitting in Finney County, Kansas for all purposes.
- (c) **ATTORNEY FEES.** In the event that CITY takes any legal action to enforce or interpret the terms and conditions of this Agreement, whether through litigation or otherwise, including appeal, and in the event that CITY is a prevailing party, DEVELOPER shall be responsible for and shall pay all costs and expenses of CITY, including, but not limited to, reasonable attorney fees, court costs, and expert witness fees.
- (d) **WAIVER.** The rights and remedies of CITY under this Agreement, as well as those provided by law, shall be cumulative, and none shall be exclusive of any other rights or remedies. A waiver by CITY of any breach or default of DEVELOPER shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default.
- (e) **CUMULATIVE REMEDIES.** All rights and remedies provided in this Agreement, as well as those provided by law or equity, are cumulative and not exclusive of any other rights or remedies, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, by ordinance, by resolution, or otherwise.
- (f) **MODIFICATIONS.** This Agreement shall not be modified, amended, or changed except by written agreement signed by each Party to this Agreement.
- (g) **NON-ASSIGNABILITY.** Neither Party may assign its rights and obligations hereunder without obtaining the prior written consent of the other Party. No assignor shall be released from any of its obligations or liabilities under this Agreement.
- (h) **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties, their respective successors and permitted assigns.

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- (i) **COMPLETE UNDERSTANDING; PRIOR AGREEMENTS.** This Agreement represents the complete understanding between CITY and DEVELOPER as to the subject matter hereof. No inducements, representations, understandings, or agreements, whether oral or written, have been made or relied upon in the making of this Agreement, except those specifically set forth in this Agreement. This Agreement supersedes and

terminates all prior written or oral negotiations, representations, warranties, statements, agreements, addendums to any agreements, and modifications to any agreements between CITY and DEVELOPER concerning the subject matter of this Agreement.

- (j) **SEVERABILITY.** If one or more parts or provisions of this Agreement are found or held unenforceable, void, illegal, or in any way invalid, any such part or provision shall be deemed to be severable from this Agreement and shall in no way affect the validity of the remaining parts or provisions of this Agreement, including, but not limited to, the provisions of Paragraph 25, Indemnification; Delays, herein.
- (k) **SURVIVABILITY.** Notwithstanding any termination or expiration of this Agreement, any provision that, by its sense and context, is intended to survive the termination or expiration of this Agreement shall survive any such termination or expiration, including, but not limited to, the provisions of Paragraph 25, Indemnification; Delays, herein.
- (l) **CHANGE OF LAW.** In the event any provision or part of this Agreement is invalid under applicable laws, such invalid provision or part shall automatically be considered reformed and amended so as to conform to all applicable legal requirements, or, if such invalidity cannot be cured by reformation or amendment, the same shall be considered stricken and deleted, but in neither such event or events shall the validity or the enforceability of the remaining valid portions hereof be affected thereby.
- (m) **CONSTRUCTION.** This Agreement has been arrived at by negotiation and shall not be construed against either Party to it or against the Party who prepared the last draft.
- (n) **HEADINGS; PARAGRAPH REFERENCES.** The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement. Any reference made in regard to a particular paragraph shall be construed as a reference to that paragraph and any of its subparagraphs or subparts, regardless of whether the paragraph is referenced by number, letter, or pronoun.
- (o) **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. Delivery of signatures by electronic method, including electronic mail of PDF signature pages, shall have the same effect as an original signature.

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

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

[EXECUTIONS APPEAR ON NEXT PAGE]

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

CITY OF GARDEN CITY, KANSAS

Date

By _____
MANUEL F. ORTIZ, Mayor

ATTEST:

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

MAVERIK, INC.

Date

President

By _____
CHARLES MAGGELET, as

, as



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: John Presisto, Planner II
DATE: March 19, 2024
RE: DDF24-02 Downtown Development Fund Application - 220 North Main Street

ISSUE:

The Governing Body is asked to consider and approve the distribution of the Downtown Development Funds for 220 North Main Street.

BACKGROUND:

Brian and Julie Rupp have applied to the Downtown Development Fund (DDF) for an interior remodel on the second floor located at 220 N. Main Street. The unit is currently vacant but will be remodeled to create two apartment units. An approved building permit issued within the last thirty days with site and build plans is a required document to prove eligibility for the Downtown Development Fund Program, however, the applicant would like to be considered for the program prior to obtaining building plans and a building permit.

Staff determined the eligible work includes demolition, professional fees, and general remodeling in order to accommodate two apartment units in this space. The total costs for the eligible work are estimated to be \$219,167. Based on the project scope and design plans submitted, Staff concluded a score of 16 points. The project was awarded one point for addressing a fire, safety, or accessibility issue, five points for being vacant for more than a year, two points for 25% or less of project costs to be used for façade improvements, seven points for 80% of the project costs used for second-story units, and another point awarded for potentially drawing in customers from the surrounding area. A score of 16 points calculates a potential reimbursement of 32% of the eligible project costs, or \$70,133. All application materials, including the reimbursement score sheet, are attached.

This is the second Downtown Development Fund application of 2024. The Governing Body approved \$11,578 to be distributed for the project at 325 N. Main Street on February 6, 2024. As a result, The Downtown Development Fund has a current unawarded balance of \$188,422. Based on the potential reimbursement score determined by Staff, approving the DDF application will leave a remaining balance of \$118,289. The proposed use conforms with the Garden City Comprehensive Plan, Downtown Plan, and the Zoning Regulations.

ALTERNATIVES:

1. The Governing Body may fund the award at \$70,133.
2. The Governing Body may fund the award at a different amount.
3. The Governing Body may not fund the award of the Downtown Development Fund application.

RECOMMENDATION:

Staff is unable to make a recommendation.

FISCAL NOTE:

The Downtown Development Fund currently has an unawarded balance of \$188,422. Based on the potential reimbursement score determined by Staff, approving the DDF application will leave a remaining balance of \$118,289.

ATTACHMENTS:

Description	Upload Date	Type
Downtown Development Fund Application	3/11/2024	Backup Material
Staff Reimbursement Score Sheet and Detailed Costs	3/11/2024	Backup Material
Preliminary Site Plan	3/11/2024	Backup Material
Vicinity Map	3/11/2024	Backup Material

APPLICATION

Project Address:

220 N. Main St.

Business Name:

The Good Sport, Inc.

Applicant Information:

Name: Brian and Julie Rupp

Mailing Address:

604 Pappas Dr. Holcomb, KS 67851

Phone Number:

620-276-8600

Email:

brupp@thegoodsportfanshop.com

Type of Work: (Select all that apply)

☐ Environmental Remediation

☒ Second-story Development

☐ Historic preservation and restoration of designated historic buildings/landmarks

☒ Façade Renovation

☐ Demolition Expenses

☒ Professional Fees (design, architecture, legal)

☒ Efficiency Upgrades

☒ Interior Remodel

Projected Construction Schedule:

Start date: 4 / 1 / 24 to End date: 9 / 1 / 24

Project Cost Estimates:

Building Costs: \$24,219³⁴ Professional Fees: \$12,500

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

Remodel Upstairs of building into two apartments, 1 as a one bedroom and the other as a two bedroom.

All new plumbing, electrical, Heating, Air, Flooring, Windows and appliances.

Remove Metal Façade and replace with Flat awning and leave the original brick front.

Additional Property Information: (Select all that apply)

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

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

☒ Rural Housing Incentive District (RHID)

☐ Neighborhood Revitalization Program (NRP)

☐ Other: _____

Documents Required:

☐ Copy of the Deed

☐ Site and building plans

☐ Receipt of paid taxes

☐ Approved building permits

☐ Completed W9

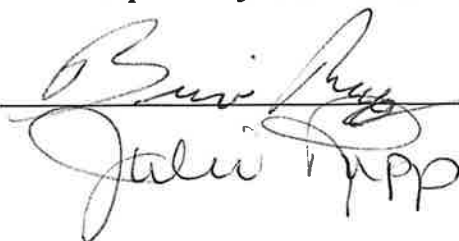
☐ Downtown Development Fund Agreement

☐ Construction bids

☐ Any additional information required by Staff

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

APPLICANT SIGNATURE:



DATE:

2-16-24

This page is for administrative use only.

REIMBURSEMENT SCORE**Project Address:** 220 Main Street**Applicant Name:** Brian + Julie Rupp**Project Description:** Apartment Remodel

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

Potential Reimbursement Amounts:

Total Points: 16 x 2 = 32 % Potential Reimbursement

Potential Reimbursement Amount: \$ 70,133.00

\$219,167.84

Staff Name: John Presisto	Staff Completion Date: 3 / 8 / 24
Governing Body Consideration Date: 3 / 19 / 24	Governing Body Approved Amount: \$
Project Completion Date: / /	Reimbursement Date: / /

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

STAFF SIGNATURE: _____

DATE: 3/8/24




Quote # 5389-3124

General Awnings
PO Box 461294
Aurora, CO 80046-1294
1-888-330-3115
www.GeneralAwnings.com

Sales contact
Brian, Ext. 310

Date
01/29/2024

Qty.		Item	Unit	Total
1 x		Imperial Marquee Awning with 10"-Wide V-Shaped Panels Width = 25' Projection = 5' Standard Colors Delivered This item ships in 20 to 25 business days.	\$8,568.00	\$8,568.00

Shipping: \$0.00

KS Sales Tax 5.85%: \$501.23

Total: \$9,069.23

Thank you for your quote request. Please contact us by phone or email with any questions. Prepayment is required for all orders. To place your order, please call the extension of your sales contact at our toll-free number above. Checks or money orders may be mailed to the address above. This quote is valid until 02/19/2024. Please note: sales tax may be added based on your location. All sales are subject to the terms and conditions on generalawnings.com.

Facade
improvement

ESTIMATE ONLY

ESTIMATE ONLY

LR

ROTH GLASS & FRAMING

105 N. 8th Street

GARDEN CITY, KS 67846

620-276-3253

FAX-620-276-1805

rothglass@sbcglobal.net

TO: BRIAN TRAPP

PREPARED BY STEVE

DATE 1-26-24

SHIP VIA

SHIP TO

RGF

SHIPPING DATE

JOB NAME APT. WINDOWS

SOLD TO	QUANTITY	DESCRIPTION	PRICE	AMOUNT
ASPECT SERIES		PROVIA WHITE VINYL DOUBLE HUNG		
		WINDOWS GLAZED WITH LOW-E INSULATED		
		GLASS w/ARGON GAS		
		WINDOWS FURNISHED - APPROX. SIZES		
	4	34" X 62" x 325.00		1300.00
	3	34" X 54" x 325.00		650.00
	2	34" X 48" x 275.00		550.00
	1	34" X 27" x 275.00		275.00
	2	34" X 34" x 275.00		550.00
	1	34" X 42" x 275.00		275.00
				3,600.00
		AVERAGE COST OF INSTALLING IS		
		USUALLY AROUND 100.00 - 150.00 PER		
		OPENING - THIS DOES NOT INCLUDE ANY		
		CHARGES FOR LIFT RENTAL, WOOD REPLACEMENT		
		ETC.		
		SO IF WE SAY 150.00 EA X 13 OPENINGS		
		LABOR - 1950.00		
		IF EXTERIOR BRAKE METAL IS NEEDED		
		TO WRAP ANY EXTERIOR WOOD OR TRIM		
		COULD ALSO AVG ABOUT 100 - 125.00		
		PER WINDOW IF NEEDED \$		
		125.00 X 13 \$1625.00		

Facade improvement

* BEIGE & SANDSTONE ARE OPTIONAL COLORS
ADD \$325.00 TO TOTAL

Cruzz Electric

950 n Jennie barker rd lot 170
Garden city, Kansas 67846 US
+1 6203152972
cruzzelectric@gmail.com

Estimate

ADDRESS
Brian Rupp
Garden City, Kansas 67846
United States

ESTIMATE
DATE 33
01/05/2024

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Labor	Electrical wiring to apartments (Fixtures will not be included only installation) (Permit fees not included must be paid by customer)	1	21,000.00	21,000.00
SUBTOTAL					21,000.00
TAX					0.00
TOTAL					\$21,000.00

Accepted By

Accepted Date

Interior
Remodel

107 N 8TH STREET
GARDEN CITY, KS 67846
620-276-4969
joemesaplumbing@att.net

*Interior remodel /
residential
improvements*

Our bid for this project is ~~43,436.00~~ including sales tax.

It includes:

1. All drain, waste and vent piping to all fixture locations connecting to sewer drop at east side of building.
2. Two separate water lines connecting to all fixtures, dropping down west wall to main floor, boring thru the foundation wall and digging ditch to new water meter location.
3. Two separate gas lines going to heating units from east wall down to gas meter.
4. Fixtures as follows –
5. 3 - Kohler Wellworth elongated toilets, 3 – Oval drop in lavatories with Delta single handle chrome faucets, 1 – 48" x 34 x 72 Aquatic smooth wall gel shower unit with Delta single handle chrome shower valve, 2 – 60" x 32 x 72 smooth wall Aquatic tub / shower units with Delta single handle chrome faucets, two 33 x 22 Stainless steel kitchen sinks with Badger 5 garbage disposers and Delta faucets with spray, 2 Oatey ice maker boxes, 2 – washing machine boxes, two 50 gallon electric water heaters.
6. Final connection to all fixtures and equipment.
7. One year warranty on all workmanship and material.

Our bid does not include concrete removal /replacement or meter and tap fees.
Please call with any questions or concerns.

Thank You,

Joe Mesa
Mesa Plumbing

Unger's Heating & Air Conditioning, Inc.

PO Box 896
Garden City, KS 67846
(620)-275-5550

Proposal

Date

12/15/2023

Proposal Submitted To:

The Good Sport
220 N. Main
Garden City, KS 67846

Job Name And Location: Second Story

We hereby submit specifications and estimates, subject to all terms and conditions as set forth on both sides, as follows:

- (1) TRANE 4PXCUBU24BS3H 2 Ton Evaporator Coil
- (1) RunTru (by TRANE) A801X040AM3S 40,000 BTU Furnace (80% AFUE)
- (1) TRANE 4TTR3018N1000 1.5 Ton Air Conditioner (13 SEER 2)
- (1) RunTru (by TRANE) A801X060BM4S 60,000 BTU Furnace (80% AFUE)
- (1) TRANE 4TTR3024N1000 2 Ton Air Conditioner (13 SEER 2)
- (1) TRANE 4PXCUBU30BS3H 2.5 Ton Evaporator Coil

Price: \$29,965.61 Tax included*

Warranty:

One Year Parts and Labor

Additional Nine Years Parts

Limited Twenty Year Heat Exchanger

*Please add 3% for credit card transactions

Estimate includes Furnace, Coil, A/C and ductwork for both apartments. Estimate does not include electrical, gas, dryer vents, bathroom exhaust fans or any other venting. If you are wanting apartments to include vents, it would be charged separately as time and material.

Garden City Finney Sales Tax

We propose hereby to furnish material and labor - complete in accordance with above specifications.

NOTE: This estimate is guaranteed for 30 days.

Signature _____

Accepted: The above prices, specifications and conditions are satisfactory and hereby accepted.

You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

*Interior
Remodel / residential
improvements*



PAUL TEETZEN CONSTRUCTION

GENERAL CONTRACTOR

2807 "C" Street
Garden City, KS 67846

"When you want more"
Paul Teetzen
Nancy Teetzen
620-276-2816

ESTIMATE

12-18-23

Customer's Name: Brian and Julie Rupp
Address: 220 N main

This estimate to build out 2 apartments on the second floor of 220 N main includes material and labor, except as noted, and consists of the following:

- 1) Remove walls as noted on drawing (2)
- 2) Frame new walls as shown on drawing (3)
- 3) Farr on the inside of the exterior walls and install 1 1/2" ridged foam insulation with R-6 value. Blow R-49 (13") insulation above ceiling.
- 4) Install, finish and paint 1/2" sheet rock on all new framing and overlay existing remaining plaster walls and ceilings.
- 5) Salvage and reinstall existing doors, trim and base moulding.
- 6) Install new doors in bathrooms.
- 7) Install closet rods and shelves as shown in drawing (3)
- 8) Install kitchen cabinets, counter tops and bathroom vanities as shown
- 9) Install 2 towel bars, paper holder and medicine cabinet in each bathroom.
- 10) Remove metal exterior building facade on west front of building

ESTIMATES: PLEASE SIGN AND RETURN ONE COPY IF THIS IS ACCEPTABLE. VALID FOR 30 DAYS.

STATEMENTS: PLEASE MAKE CHECKS PAYABLE TO TEETZEN CONSTRUCTION.



PAUL TEETZEN CONSTRUCTION

GENERAL CONTRACTOR

2807 "C" Street
Garden City, KS 67340

"When you want more"
Paul Teetzen
Nancy Teetzen
620-276-2816

Customer's Name: _____
Address: _____

11) obtain building permit

Total \$77,156⁰⁰
+ tax

Interior
Remodel/
Residential
Improvement

Note:

This estimate does not include:

- electrical
- plumbing
- heating, ventilation and air conditioning
- windows
- floor covering
- exterior masonry repairs if necessary
- lead paint or asbestos remediation if necessary
- architectural or engineering fees.

ESTIMATES: PLEASE SIGN AND RETURN ONE COPY IF THIS IS ACCEPTABLE. VALID FOR 30 DAYS.

STATEMENTS: PLEASE MAKE CHECKS PAYABLE TO TEETZEN CONSTRUCTION.

L. & L. Floor Covering

112 N. Main
Garden City, KS 67846

Estimate

Date	Estimate #
12/15/2023	10951

Name / Address
Brain Rupp 220 N Main Garden City, Ks 620-521-1421

Description	Qty	Cost	Total
Laminate installed in two apartments.		0.00	0.00T
Unit 1 (customs sizes)	910	3.99	3,630.90T
Unit 2 (customer sizes)	825	3.99	3,291.75T
Installation	1,735	3.50	6,072.50
		Subtotal	\$12,995.15
		Sales Tax (8.95%)	\$619.58
		Total	\$13,614.73

*Residential
improvement*



PAUL TEETZEN CONSTRUCTION

GENERAL CONTRACTOR

2807 "J" Street
Garden City, KS 67848

"When you want more"
Paul Teetzen
Nancy Teetzen
620-276-2816

Estimate
2-15-24

Customer's Name: Brian + Julie Rupp
Address: 220 N Main

This estimate includes material and labor
and consists of the following:

- 1) Removal and salvage existing door casing and base molding in the common hallway.
- 2) Overlay the existing walls and ceiling, approx. 2300 SF with 1/2 in sheet rock.
- 3) Finish and paint new sheet rock.
- 4) Install 1/2" jamb extenders on all door jambs and reinstall door casing and base molding.

Total \$12,687.⁰⁰
+ tax

Interior
Demolition

ESTIMATES: PLEASE SIGN AND RETURN ONE COPY IF THIS IS ACCEPTABLE. VALID FOR 30 DAYS.

STATEMENTS: PLEASE MAKE CHECKS PAYABLE TO TEETZEN CONSTRUCTION.



PAUL TEETZEN CONSTRUCTION

"When you want more"

Paul Teetzen

Nancy Teetzen

620-276-2816

GENERAL CONTRACTOR

2807 "C" Street
Garden City, KS 67846

Estimate

2-15-24

Customer's Name: Brian & Julie Rupp
Address: 220 N Main

This estimate includes labor only to
install a 24 ft by 8 ft flat aluminum canopy
and a 6 ft by 8 ft flat aluminum canopy

Total \$ 1,600.00
+ Tax Facade
improvement

ESTIMATES: PLEASE SIGN AND RETURN ONE COPY IF THIS IS ACCEPTABLE. VALID FOR 30 DAYS.

STATEMENTS: PLEASE MAKE CHECKS PAYABLE TO TEETZEN CONSTRUCTION.

Mr. Brian Rupp
The Good Sport Inc.
Page 2

C. Bidding or Negotiation (at Owner's Request)

1. Assist in Soliciting Bid Proposals
2. Review Bid Proposals with Owner to determine "best-value" Proposal
3. Assist Owner in Preparation of Construction Contract(s)

D. Construction Administration (at Owner's Request)

1. On-Site Consultation, Review of Construction Progress and Compliance

The above construction documents (**Items B1-7**) will bear the seals and signatures of the professionals (architects and engineers) that developed them as required by State of Kansas statutes and City of Garden City ordinances. These documents and the other services as outlined in **Items A & B1-5** would be provided for a fee of **\$ 3,490.00** and **Items B6-7** (if required) for an additional fee of **\$ 1,600.00**. The only additional charges (reimbursable expenses) would entail the cost of printing and distribution of the construction documents (plans and specifications) and/or electronic files of such, used for bidding and construction purposes. Assistance with bidding and/or negotiations and any site visits (**Items C & D1**) would be invoiced at **\$130.00** per hour, only at the Owner's request.

Again, we appreciate this opportunity and look forward to working with you. Upon receiving a signed copy of this letter, we could proceed immediately with the design development tasks. Please call me with any questions.

Sincerely,

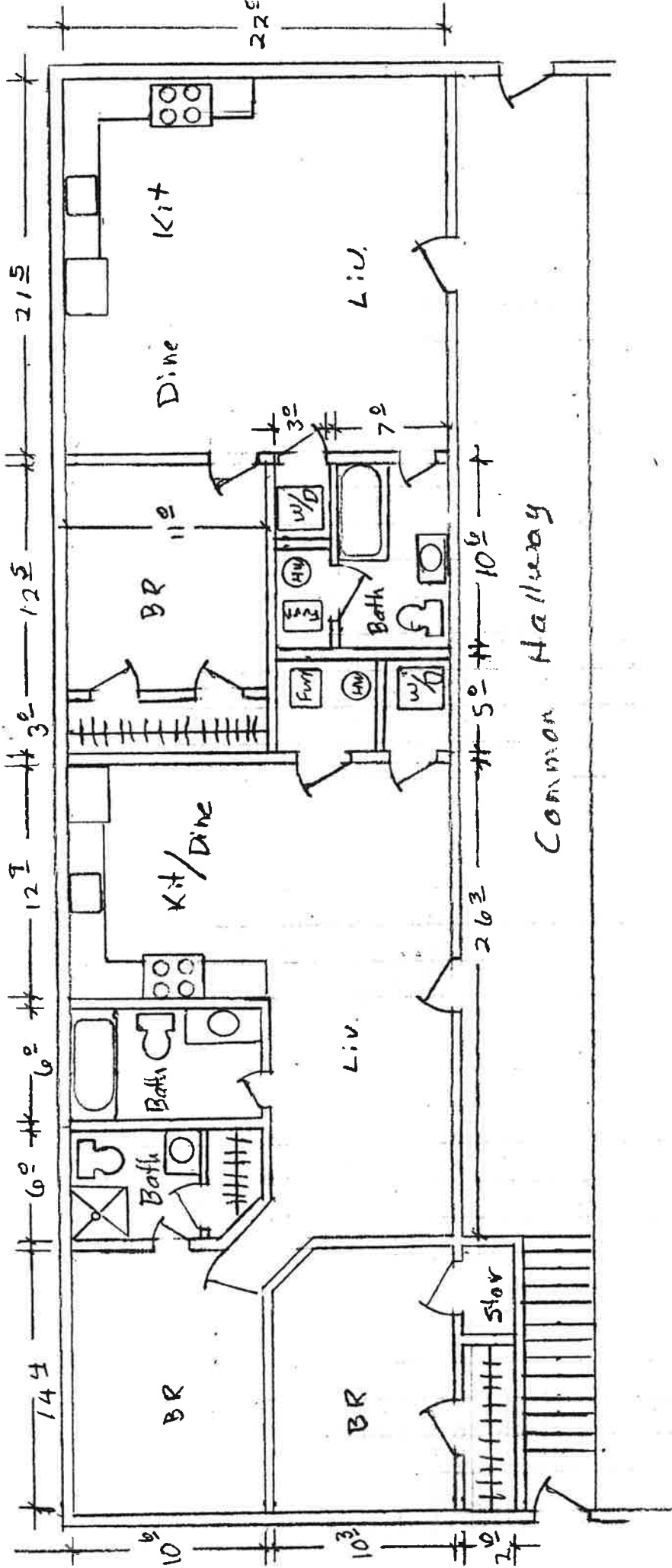


Dale B. (Blaine) Davis, AIA

Accepted: **Mr. Brian Rupp**
The Good Sport Inc.

By: _____

Date: _____







MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Daunte Thompson, Planner
DATE: March 19, 2024
RE: DDF24-03 Downtown Development Fund Application - 109 Grant Avenue

ISSUE:

The Governing Body is asked to consider and approve the distribution of the Downtown Development Funds for 109 Grant Avenue.

BACKGROUND:

Donny Huber has applied to the Downtown Development Fund (DDF) for the interior remodel located at 109 Grant Avenue. The unit is currently vacant but will be the future location of individual offices and retail spaces. A building permit was issued after completing the building review process on January 3, 2024.

Staff determined the eligible work includes demolition, professional fees, and general remodeling in order to accommodate offices and a retailer in the space. The total costs for the eligible work are estimated to be \$411,528. Based on the project scope and design plans submitted, Staff concluded a score of eight points. The project was awarded one point for 25% or less of project costs addressing ADA restrooms, four points for allowing a new retail business, two points for 25% or less of project costs to be used for façade improvements, and another point awarded for potentially drawing in customers from the surrounding area. A score of eight points calculates a potential reimbursement of 16% of the eligible project costs, or \$65,844.84. All application materials, including the reimbursement score sheet, are attached.

This is the third Downtown Development Fund application of 2024. The Governing Body approved \$11,578 to be distributed for the project at 325 N. Main Street on February 6, 2024. As a result, The Downtown Development Fund has a current unawarded balance of \$188,422. Based on the potential reimbursement score determined by Staff, approving the DDF application will leave a remaining balance of \$52,444.16 if the application at 220 North Main Street was approved and \$118,289 if the application at 220 North Main Street was not approved. The proposed retail use conforms with the Garden City Comprehensive Plan, Downtown Plan, and the Zoning Regulations.

ALTERNATIVES:

1. The Governing Body may fund the award at \$65,844.44.
2. The Governing Body may fund the award at a different amount.
3. The Governing Body may not fund the award of the Downtown Development Fund application.

RECOMMENDATION:

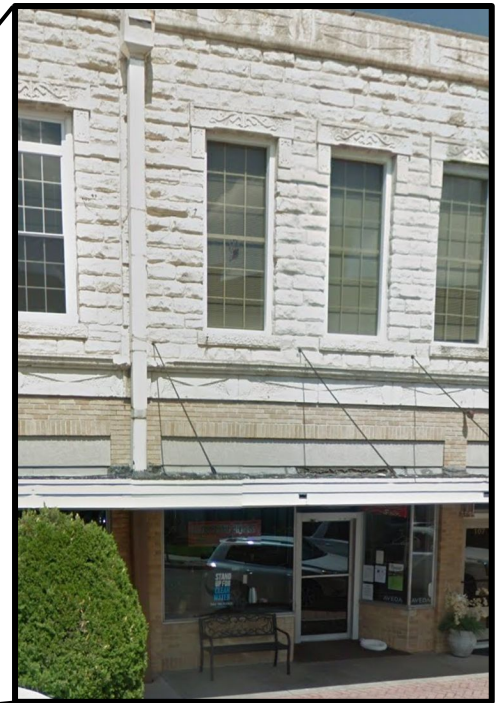
Staff recommends the Governing Body award at \$65,844.44.

FISCAL NOTE:

The Downtown Development Fund currently has an unawarded balance of \$118,289.00 of the second application at 220 North Main Street was approved and \$188,422 if the second application was not approved. Based on the potential reimbursement score determined by Staff, approving the DDF application will leave a remaining balance of \$52,444 if the second application was approve or a remaining balance of \$122,577.16 if the second application was not.

ATTACHMENTS:

Description	Upload Date	Type
Vicinity Map	3/11/2024	Backup Material
Downtown Development Fund Application, Cost Estimate and Building Plan	3/11/2024	Backup Material
Staff Reimbursement Score Sheet and Detailed Costs	3/11/2024	Backup Material



APPLICATION

Project Address:

109 W Grant Ave

Business Name:

HG Land LLC

Applicant Information:

Name: Donny Huber

Mailing Address: 1608 Grandview Drive East

Phone Number: 620 290 9108

Email: highergroundsgc@gmail.com

Type of Work: (Select all that apply)

- | | | |
|---|---|---|
| <input type="checkbox"/> Environmental Remediation | <input type="checkbox"/> Second-story Development | <input type="checkbox"/> Historic preservation and restoration of designated historic buildings/landmarks |
| <input checked="" type="checkbox"/> Façade Renovation | <input checked="" type="checkbox"/> Demolition Expenses | <input checked="" type="checkbox"/> Professional Fees (design, architecture, legal) |
| <input checked="" type="checkbox"/> Efficiency Upgrades | <input checked="" type="checkbox"/> Interior Remodel | |

Projected Construction Schedule:

Start date: 2 / 1 / 24 to End date: 4 / 30 / 24

Project Cost Estimates:

Building Costs: \$415,576 Professional Fees: \$40,089

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

Remove & Replace store front glass system
Remove canopy & Replace with Fabric
Cover store front with EIFS
Split the 3,000 sq foot space into two spaces
Replaced HVAC system
Upgraded all Electrical
Added two ADA compliant bathrooms
Replaced all flooring
Added 9 professional offices

Additional Property Information: (Select all that apply)

- ☐ The property is listed on a Historic Registry or within a historical boundary.
- ☐ Have you, or do you plan to apply for another funding/tax incentive? (please attach amounts, dates, and all information)
- ☐ Rural Housing Incentive District (RHID)
- ☐ Neighborhood Revitalization Program (NRP)
- ☐ Other: _____

Documents Required:

- | | |
|--|---|
| <input type="checkbox"/> Copy of the Deed | <input type="checkbox"/> Site and building plans |
| <input type="checkbox"/> Receipt of paid taxes | <input type="checkbox"/> Approved building permits |
| <input type="checkbox"/> Completed W9 | <input type="checkbox"/> Downtown Development Fund Agreement |
| <input type="checkbox"/> Construction bids | <input type="checkbox"/> Any additional information required by Staff |

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

APPLICANT SIGNATURE: _____



DATE: _____

3/1/24

Dick Construction Inc.
1805 East Mary St. Suite B
P.O. Box 1215
Garden City, Ks. 67846
Phone: 620-275-1806
Fax 620-275-0831



109 Grant Avenue Remodel Budget

February 29th, 2024

Mr. Donny Huber
1608 Grandview Drive East
Garden City, KS 67846

Reference: 109 Grant Avenue Remodel

Mr. Huber,

Dick Construction is pleased to provide the following Budget for the remodel of your space at 109 Grant Avenue in Garden City, Kansas. Below is a cost breakdown.

• General Conditions	\$ 77,700
• Building Permit	\$ 1,998
• Demo	\$ 3,128
• Exterior Canopy	\$ 11,250
• Exterior EIFS	\$ 18,000
• Millwork and Blocking	\$ 10,385
• Doors and Hardware	\$ 6,300
• Aluminum Storefront and Glass	\$ 17,200
• Interior Partitions and Drywall	\$ 60,828
• Carpet, LVT and base	\$ 33,800
• Acoustical Ceilings	\$ 19,170
• Painting	\$ 16,000
• Miscellaneous Specialties	\$ 7,172
• Mechanical - Comfort Systems	\$ 32,000
• Plumbing – Mesa	\$ 9,000
• Electrical – Wallace Electric	\$ 40,000
• Contingency	\$ 36,445
• 8.95% Sales Tax (Dick Construction Purchased Material Only)	\$ 14,680
SubTotal	\$ 415,576
Contractor Fee	\$ 40,089
Total	\$ 455,665

THE BUDGET EXCLUDES:

- Hazardous materials abatement

If you have any questions, please give me a call.

Sincerely,

Brian K Bahl

Brian K. Bahl
Project Manager

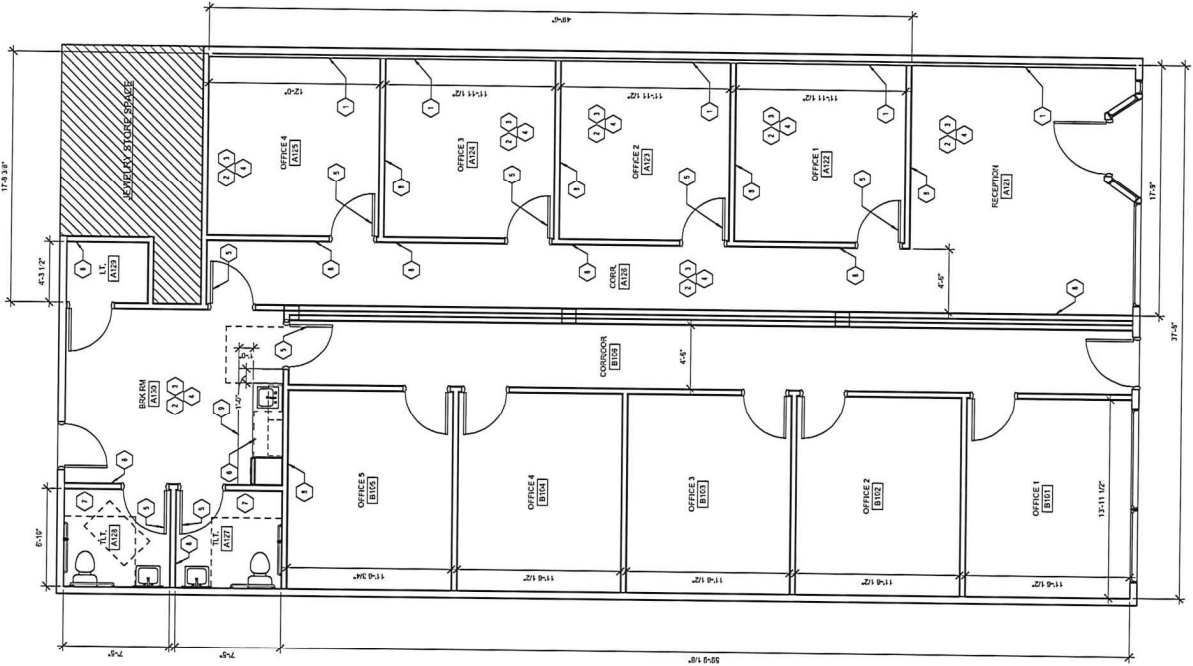
PLAN NOTES

- 1 FLOOR OUT WALL 1 1/2" MIL. STUD AND 5/8" GYP. BD
- 2 NEW CARPET FLOORING
- 3 NEW 2 X 2 ACOUSTICAL GRID CEILING
- 4 INSTALL NEW 2 X 4 LED LIGHT FIXTURES AND NEW LIGHTING GRATES, AND NEW OUTLET AND CIRCUITS
- 5 NEW 2 X 7 X 7-6" WOOD DOOR AND FRAME
- 6 NEW CASEWORK WITH HAND WASH SINK
- 7 NEW TILE FLOORING, TILE WANSKOT PAINT GYP. BD ABOVE TILE FLOORING FEATURES AND ASSOC. SPECIALTIES
- 8 NEW 3/8" MIL. STUD AND 5/8" GYP. BD, EACH FACE
- 9 NEW LVT FLOORING SURFACE



APPROX. LOCATION
OF OFFICES

OVERALL PLAN
NOT TO SCALE



FLOOR PLAN
1/4" = 1'-0"

REIMBURSEMENT SCORE

Project Address: 109 Grant		
Applicant Name: Donny Huber		
Project Description: office/retail remodel		
Eligibility Question:	Scoring Scale:	Points:
What percentage of the project costs will address a fire, safety, or accessibility issue in the building?	<input type="checkbox"/> None – 0 points <input checked="" type="checkbox"/> 25% or less – 1 point <input type="checkbox"/> 26-79% – 3 points <input type="checkbox"/> 80%+ – 5 points	1
Has the location been vacant for more than a year? (The location has been without a tenant or unused.)	<input checked="" type="checkbox"/> No – 0 points <input type="checkbox"/> Yes – 5 points	
Is the building designated as a local, state, or national landmark?	<input checked="" type="checkbox"/> No – 0 points <input type="checkbox"/> Yes – 5 points	
Do resiliency upgrades (outlined in the Comprehensive Plan) make up at least 50% of the project costs?	<input checked="" type="checkbox"/> No – 0 points <input type="checkbox"/> Yes – 5 points	
Will the project allow for a new or improve an existing restaurant, bar, or retail business? (select the highest applicable score).	<input type="checkbox"/> No – 0 points <input checked="" type="checkbox"/> Retail – 4 points <input type="checkbox"/> Bar – 6 points <input type="checkbox"/> Restaurant – 8 points	4
What percentage of the project costs will be used for façade improvements?	<input type="checkbox"/> None – 0 points <input checked="" type="checkbox"/> 25% or less – 2 points <input type="checkbox"/> 26-79% – 4 points <input type="checkbox"/> 80%+ – 7 points	2
What percentage of project costs include eligible work on a second-story residential unit?	<input checked="" type="checkbox"/> None – 0 points <input type="checkbox"/> 25% or less – 2 points <input type="checkbox"/> 26-79% – 4 points <input type="checkbox"/> 80%+ – 7 points	
Does this project potentially draw customers in from the surrounding area?	<input type="checkbox"/> No – 0 points <input checked="" type="checkbox"/> Yes – 1 point	1
Potential Reimbursement Amounts: Total Points: 8 x 2 = 16 % Potential Reimbursement Potential Reimbursement Amount: \$65,844.48 <div style="float: right; text-align: right;"> Total Eligible costs: \$411,520 </div>		

Staff Name: Dawnte Thompson	Staff Completion Date: 3 / 8 / 21
Governing Body Consideration Date: ____ / ____ / ____	Governing Body Approved Amount: \$ _____
Project Completion Date: ____ / ____ / ____	Reimbursement Date: ____ / ____ / ____

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

STAFF SIGNATURE: _____ DATE: _____

Dick Construction Inc.
1805 East Mary St. Suite B
P.O. Box 1215
Garden City, Ks. 67846
Phone: 620-275-1806
Fax 620-275-0831



109 Grant Avenue Remodel Budget

February 29th, 2024

Mr. Donny Huber
1608 Grandview Drive East
Garden City, KS 67846

Reference: 109 Grant Avenue Remodel

Mr. Huber,

Dick Construction is pleased to provide the following Budget for the remodel of your space at 109 Grant Avenue in Garden City, Kansas. Below is a cost breakdown.

Interior Remodeling	• General Conditions (Labor)	\$ 77,700
Pro Fees?	✓ • Building Permit	\$ 1,998
Demo	✓ • Demo	\$ 3,128
Exterior/Fac	✓ • Exterior Canopy Ext	\$ 11,250
Exterior/Fac	• Exterior EIFS Ext	\$ 18,000
Interior Rem.	• Millwork and Blocking	\$ 10,385
Interior Rem.	• Doors and Hardware	\$ 6,300
Exterior/Fac	• Aluminum Storefront and Glass Ext	\$ 17,200
Interior Rem.	• Interior Partitions and Drywall	\$ 60,828
Interior Rem.	• Carpet, LVT and base	\$ 33,800
Interior Rem.	• Acoustical Ceilings	\$ 19,170
Interior Rem.	• Painting	\$ 16,000
Interior Rem.	X • Miscellaneous Specialties	\$ 7,172
Interior Rem.	• Mechanical - Comfort Systems	\$ 32,000
Interior Rem.	• Plumbing - Mesa	\$ 9,000
Interior Rem.	• Electrical - Wallace Electric	\$ 40,000
	X • Contingency	\$ 36,445
	• 8.95% Sales Tax (Dick Construction Purchased Material Only)	\$ 14,680
	SubTotal	\$ 415,576
Pro. Fees	Contractor Fee	\$ 40,089
	Total	\$ 455,665

Total Eligible:
\$ 411,528



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Rachelle Powell, Director of Aviation
DATE: March 19, 2024
RE: Essential Air Service (EAS) 2024-2026

ISSUE:

The Governing Body is asked to consider and approve the recommendation to the United States Department of Transportation to accept the proposal from American Airlines to provide Essential Air Service at Garden City Regional Airport.

BACKGROUND:

The United States Department of Transportation (USDOT) released the Order Requesting Proposals for Essential Air Service (EAS) at Garden City Regional Airport (GCK) on February 7, 2024. The Order solicited proposals from air carriers interested in providing service to the community for a two-year contract term beginning August 1, 2024.

American Airlines was the sole proposal. The proposal provides 14 weekly round trips to Dallas/Fort Worth with 65-seat regional jets. The proposed annual subsidy is \$5,897,640. Historic subsidy information may be found in the attached GCK EAS Comparison, the Kansas EAS Annual Subsidy Comparison, and the Subsidized EAS Report for Communities.

ALTERNATIVES:

1. The Governing Body may approve the recommendation to the United States Department of Transportation to accept the proposal from American Airlines to provide Essential Air Service at Garden City Regional Airport.
2. The Governing Body may not approve the recommendation to the United States Department of Transportation to accept the proposal from American Airlines to provide Essential Air Service at Garden City Regional Airport.
3. The Governing Body may provide guidance to staff.

RECOMMENDATION:

Staff and the Airport Advisory Board recommend approving the recommendation to the United States Department of Transportation to accept the proposal from American Airlines to provide Essential Air Service at Garden City Regional Airport.

FISCAL NOTE:

The funding for the Essential Air Service (EAS) is provided through the USDOT with no funding obligations from the City of Garden City.

ATTACHMENTS:

Description

Upload Date Type

DOT Order Requesting Proposals	3/11/2024	Backup Material
American EAS proposal GCK	3/11/2024	Backup Material
City of Garden City Recommendation	3/12/2024	Backup Material
GCK EAS Comparison	3/12/2024	Backup Material
Kansas EAS Annual Subsidy Comparison	3/11/2024	Backup Material
Subsidized EAS Report for Communities	3/12/2024	Backup Material



**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY
WASHINGTON, D.C.**

Issued by the Department of Transportation
on the 7th day of February 2024

Essential Air Service at

GARDEN CITY, KANSAS

DOT-OST-1998-3503

Under 49 U.S.C. § 41731 *et seq.*

ORDER REQUESTING PROPOSALS

Summary

By this Order, the U.S. Department of Transportation (the Department) is requesting proposals from air carriers interested in providing Essential Air Service (EAS) at Garden City, Kansas, for a new contract term beginning August 1, 2024, with or without subsidy. Air carriers should file proposals no later than March 7, 2024.

Background

By Order 2022-5-21 (May 26, 2022), the Department selected American Airlines, Inc., branded as American Eagle (American), to provide EAS at Garden City, Kansas, with 14 weekly round trips to Dallas/Fort Worth International Airport (DFW), for the two-year term from August 1, 2022, through July 31, 2024. American operates 50-seat ERJ-145 regional jet aircraft, at an annual subsidy rate of \$1,220,724.

The complete public file for EAS at Garden City may be accessed online through the Federal Docket Management System at www.regulations.gov by entering the community's docket number in the "Search" field.

Request for Proposals: General Requirements

The Department is requesting proposals from air carriers interested in providing EAS as scheduled air transportation¹ at Garden City, with subsidy, if necessary, for a new contract period beginning August 1, 2024. Air carriers should file their proposals no later than March 7, 2024.

¹ Title 49 U.S.C. § 41732(a) states that "[b]asic [EAS] is scheduled air transportation of passengers and cargo... ."

The Department expects clear, well-documented proposals that will facilitate their evaluation by the community and the EAS team.² Air carrier proposals should be submitted to the Department with all materials merged into a single document. In addition, proposals should be formatted to be viewed online. In order to evaluate air carrier proposals, the Department requires that air carriers describe the service being proposed and the annual amount of subsidy being requested, if any. The Department requests that proposals include information concerning proposed schedules, projected block hours, and financial data supporting subsidy requests including information on projected expenses and revenues. In cases where an air carrier proposes to provide EAS without subsidy and the Department determines that basic EAS, as required by 49 U.S.C. § 41732, can be reliably provided without such compensation, the Department typically will not proceed with the air carrier selection case. Instead, the Department will solely rely on that air carrier's subsidy-free service as proposed. Lastly, the Department expects that air carriers will have completed due diligence regarding any community-specific operational requirements. Air carriers should prepare their proposals with every expectation that, should they be selected by the Department, they will be able to commence full EAS as described in their proposal on the first day of the new contract term.

Interested air carriers should prepare their proposals with the understanding that their initial proposals will represent their *final* and *only* proposals. However, the Department retains the discretion to negotiate proposals with air carriers when it deems it desirable; in such cases, the Department will give all applicants the same opportunity. The Department also retains the discretion to re-solicit a new round of proposals, in the event that proposals received are rejected due to being unreasonable or unrealistic.

Proposals should provide sufficient capacity to accommodate historical levels of traffic with, as a general matter, service up to two airports that provide numerous connecting opportunities to the national air transportation system.³ When crafting a proposal, the air carrier should ensure that

2 In selecting an air carrier to provide subsidized EAS for an eligible place not in Alaska, 49 U.S.C. § 41733(c)(1) directs the Department to consider, among other factors, five factors: (A) demonstrated service reliability of the applicant air carrier in providing scheduled air service; (B) the existence of contractual and marketing arrangements with a larger air carrier to ensure service beyond the hub; (C) the existence of interline arrangements with a larger air carrier at the hub; (D) the preferences of the actual and potential users of the EAS, giving substantial weight to the views of the elected officials representing the users; and (E) whether the air carrier has included a plan in its proposal to market its EAS to the community. The Consolidated Appropriations Act, 2024, Pub. L. No. 118-15 (September 30, 2023), authorizes the Department to consider the relative subsidy requirements of the applicant air carriers. Interested air carriers should also be aware that the general provisions governing EAS will be included in the selection order as part of our authorization of subsidy for the selected service. Appendix B of this Order contains those general provisions.

3 Ordinarily, where the proposal is for EAS from the community to one airport, that airport must be a medium- or large-hub, and where the proposal is for EAS to two airports, at least one of those airports must be a medium- or large-hub. See 49 U.S.C. § 41732(a)(1) and 14 CFR 398.2(b)(1). However, service to a small-hub or nonhub airport is acceptable for basic EAS if the nearest hub airport is more than 400 miles from the eligible place. See 49 U.S.C. § 41732(a)(2). In some cases, the Department may require service to two hubs, at least one of which must be a large- or medium-hub. See 14 CFR 398.2(b)(3). In the case of a community receiving two total round trips per day, the Department expects that at least one round trip per day will be to a medium- or large-hub airport, as medium- and large-hub airports provide better access to the national air transportation system. The terms large, medium, small and non-hub airport are defined in §49 U.S.C. 41702 and 14 C.F.R. §398.2(a). In addition, the current list of large, medium, small, and non-hub airports is provided by the Federal Aviation Administration at

the proposed hub best meets the air service needs of the community. To assist air carriers in developing traffic and revenue projections for their proposals, the Department has provided a summary of recent historical passengers in Appendix A.⁴ The Department encourages air carriers to work with the community as they prepare their proposals in order to craft a service proposal that meets the community's needs with subsidy requirements that remain competitive. The Department will fully consider the views of the community and State before making an air carrier decision.

Air carriers may propose more than one service option. They can also propose service options different from what the community currently receives—lengths of contract terms or hub airports, for example. However, proposals should have at least one option that complies with the weekly capacity described below, and compliant with all legal requirements.

Air carriers should note that it is a federal crime to knowingly and willfully make materially false, fictitious, or fraudulent statements, entries, or representations in an EAS proposal submitted to the Department.⁵

Request for Proposals: Specific Requirements

The Department expects proposals that meet Garden City's basic EAS requirements and are consistent with what the community currently receives: 14 weekly round trips to a large or medium hub, such as Dallas-Fort Worth International Airport, aboard a regional jet aircraft. If smaller aircraft are contemplated (e.g., 8-9 seat), the Department may subsidize additional weekly round trips. In certain circumstances this may require a waiver sought by the community and approved by the Department pursuant to 49 U.S.C. § 41732(c).⁶

Community and State Comments

The Garden City community and the State of Kansas are welcome to submit comments at any time. The Department encourages interested air carriers to contact the community *before* they submit their proposals so that they can tailor them to the community's needs, as they will not be able to amend them after the due date. After the due date, the proposals will be uploaded to

<https://www.faa.gov/sites/faa.gov/files/2023-09/cy22-commercial-service-enplanements.pdf>. This list is updated annually.

⁴ Source: Bureau of Transportation Statistics, Schedule T-100.

⁵ 18 U.S.C. § 1001.

⁶ EAS communities may submit waiver requests from certain EAS requirements to the Department for consideration. Waiver requests may be submitted with an air carrier's proposal or during the community comment period, after proposals are received. Title 49 U.S.C. 41732(c) states: "Notwithstanding section 41733(e), upon request by an eligible place, the Secretary may waive, in whole or in part, subsections (a) and (b) of this section or subsections (a) through (c) of section 41734. A waiver issued under this subsection shall remain in effect for a limited period of time, as determined by the Secretary." ⁷ The regulations applicable to these areas are: (1) 49 CFR Part 20 – New restrictions on lobbying; (2) 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation – Effectuation of title VI of the Civil Rights Act of 1964; (3) 49 CFR Part 27 – Nondiscrimination on the basis of disability in programs and activities receiving or benefiting from federal financial assistance; (4) 14 CFR Part 382 – Nondiscrimination on the basis of disability in air travel; (5) 49 CFR Part 32 – Governmentwide requirements for drug free workplace; and (6) 2 CFR Part 1200 – Government-wide debarment and suspension (non-procurement).

www.regulations.gov, thereby making them public. Shortly afterwards, the Department will notify the community of the proposals and ask them to submit their comments by a specific date.

Other Air Carrier Requirements

The Department is responsible for implementing various federal statutes governing lobbying activities, drug-free workplaces, and nondiscrimination.⁷ Consequently, all air carriers receiving subsidy for EAS must certify that they are in compliance with Department regulations regarding drug-free workplaces and nondiscrimination, and those air carriers whose subsidies exceed \$100,000 over the life of the contract must also certify that they are in compliance with the regulations governing lobbying activities. Because the Department is prohibited from paying subsidy to air carriers that do not submit these documents, all air carriers that plan to submit proposals involving subsidy should be aware that the selected air carrier will be required to complete the required certifications. Interested air carriers requiring more detailed information regarding these requirements should contact the Office of Aviation Analysis at (202) 366-5903.⁸

This order is issued under authority assigned in 14 CFR 385.12(h)(6).

Accordingly,

1. The Department requests that air carriers interested in providing Essential Air Service at Garden City, Kansas, submit their proposals, with or without subsidy, no later than March 7, 2024. The proposals should be e-mailed to: EAS@dot.gov and michael.gormas@dot.gov with the subject line “Proposal to Provide EAS at Garden City, Kansas”;⁹
2. This docket will remain open until further Order of the Department; and

7 The regulations applicable to these areas are: (1) 49 CFR Part 20 – New restrictions on lobbying; (2) 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation – Effectuation of title VI of the Civil Rights Act of 1964; (3) 49 CFR Part 27 – Nondiscrimination on the basis of disability in programs and activities receiving or benefiting from federal financial assistance; (4) 14 CFR Part 382 – Nondiscrimination on the basis of disability in air travel; (5) 49 CFR Part 32 – Governmentwide requirements for drug free workplace; and (6) 2 CFR Part 1200 – Government-wide debarment and suspension (non-procurement).

8 The certifications are available online under “Reports and Publications” at <http://www.transportation.gov/office-policy/aviation-policy/essential-air-service-reports>.

9 Questions regarding filings in response to this Order may be directed to Mr. Michael Gormas at (202) 366-1853 or michael.gormas@dot.gov.

3. The Department will serve this Order on the Mayor of Garden City, Kansas, the Director of Aviation, Garden City Regional Airport, and the courtesy distribution list for requests for proposals for EAS communities.

By:

TODD M. HOMAN
Director
Office of Aviation Analysis

(SEAL)

*An electronic version of this document is available
online at www.regulations.gov.*

Passenger Traffic at Garden City, KS¹

CityMarketName_1	Garden City, KS				
Airport_1	GCK				
Sum of T110_Rpax		Direction			
Year	Month	Deplanements	Enplanements	Grand Total	
2021		1	1627	1422	3049
		2	1155	1272	2427
		3	2137	2105	4242
		4	2207	2146	4353
		5	2523	2727	5250
		6	2395	2382	4777
		7	2612	2556	5168
		8	2521	2388	4909
		9	2305	2287	4592
		10	2483	2558	5041
		11	2452	2376	4828
		12	2321	2671	4992
2021 Total			26738	26890	53628
2022		1	2209	1983	4192
		2	1902	1945	3847
		3	2635	2623	5258
		4	2475	2492	4967
		5	2626	2696	5322
		6	2519	2580	5099
		7	2787	2648	5435
		8	2568	2466	5034
		9	2512	2485	4997
		10	2556	2620	5176
		11	2168	2159	4327
		12	2281	2533	4814
2022 Total			29238	29230	58468
2023		1	1943	1926	3869
		2	1889	1856	3745
		3	2398	2291	4689
		4	2128	2052	4180
		5	2496	2769	5265
		6	2577	2530	5107
		7	2807	2615	5422
		8	2600	2318	4918
		9	2126	2117	4243
		10	2297	2203	4500
		11	2293	2335	4628
		12	2398	2543	4941
2023 Total			27952	27555	55507

¹ Source: Bureau of Transportation Statistics: Schedule T-100 Market data.

Example of General Terms and Conditions for Essential Air Service

The air carrier understands that it may forfeit its compensation for any flights that it does not operate in conformance with the terms and stipulations of the rate Order, including the service plans outlined in the Order and any other significant elements of the required service, without prior approval. The air carrier understands that an aircraft take-off and landing at its scheduled destination constitutes a completed flight; absent an explanation supporting subsidy eligibility for a flight that has not been completed, such as certain weather cancellations, only completed flights are considered eligible for subsidy. In addition, if the air carrier does not schedule or operate its flights in full conformance with the Order for a significant period, it may jeopardize its entire subsidy claim for the period in question. If the air carrier contemplates any such changes beyond the scope of the Order during the applicable period of these rates, it must first notify the Office of Aviation Analysis in writing and receive written approval from the Department to be ensured of full compensation. Should circumstances warrant, the Department may locate and select a replacement air carrier to provide service on these routes. The air carrier must complete all flights that can be safely operated; flights that overfly points for lack of traffic will not be compensated. In determining whether subsidy payment for a deviating flight should be adjusted or disallowed, the Department will consider the extent to which the goals of the program are met and the extent of access to the national air transportation system provided to the community.

If the Department unilaterally, either partially or completely, terminates or reduces payments for service or changes service requirements at a specific location provided for under this Order, then, at the end of the period for which the Department does make payments in the stipulated amounts or at the stipulated service levels, the air carrier may cease to provide service to that specific location without regard to any requirement for notice of such cessation. Those adjustments in the levels of subsidy and/or service that are mutually agreed to in writing by the Department and air carrier do not constitute a total or partial reduction or cessation of payment.

Subsidy contracts are subject to, and incorporate by reference, relevant statutes and Department regulations, as they may be amended from time to time. However, any such statutes, regulations, or amendments thereto shall not operate to controvert the foregoing paragraph.

Funds may not be available for performance under this Order beyond [DATE]. The Government's obligation for performance under this Order beyond [DATE], is subject to the availability of funds from which payment for services can be made. No legal liability on the part of the Government for any payment may arise for performance under this Order beyond [DATE], until funds are made available to the Department for performance. If sufficient funds are not made available for performance beyond [DATE], the Department will provide notice in writing to the air carrier.

All claims for payment, including any amended claims, must be submitted within 90 days of the last day of the month for which compensation is being claimed. For example, claims for service provided in July must be filed by October 31st; August claims must be submitted by November 30th, and so on.

**BEFORE THE
DEPARTMENT OF TRANSPORTATION
WASHINGTON, DC**

Essential Air Service at
GARDEN CITY, KANSAS

DOT-OST-1998-3503

Under 49 U.S.C §41731 et seq.

**AMERICAN AIRLINES PROPOSAL TO PROVIDE ESSENTIAL AIR SERVICE AT
GARDEN CITY, KS**

American Airlines, a wholly owned subsidiary of American Airlines Group, Inc., respectfully submits its proposal to continue subsidized Essential Air Service to Garden City, Kansas. American Airlines seeks to continue service from American's hub, Dallas-Fort Worth International Airport ("DFW") to the Garden City Regional Airport ("GCK"), with 14 weekly round trips. The service would be operated by the American Airlines' regional brand, American Eagle, using 65 seat jet aircraft.

American Airlines and American Eagle customers have access to more than 300 cities in more than 50 countries, and more than 6,000 daily departures. Through our **oneworld** alliance, customers have access to more than 1,000 destinations in over 150 countries.

The service proposed by American Airlines continues existing service to American's largest hub, Dallas-Fort Worth International Airport ("DFW"). At DFW, American and American Eagle offer more than 900 peak-day departures to more than 240 destinations, making it one of the largest hubs in the world. This direct access to so many places has helped stimulate traffic from Garden City with significantly easier connecting options than what had been offered to travelers to and from the region prior to our award of the current Essential Air Service bid.

We have made great progress in developing air-service in Garden City and see the influence of the current service geographically redefining the local catchment area. Our current bid reflects our belief that the Essential Air Service subsidy is vital, and the market is on a trajectory to one day be self-sustaining. During the global pandemic, the airline industry experienced an unprecedented drop in travel demand. As we emerge from the pandemic, demand is steadily recovering, but new challenges have emerged including

pilot staffing and significantly increased expenses for critical inputs such as fuel. Additionally, we now serve the market with a larger jet that includes a premium cabin. Due to these changes in the cost and operating environment, American needs to make changes to improve its financial performance and ensure the long-term viability of critical air service for employees and the traveling public. The current bid reflects this reality with an increased subsidy.

American requests that the DOT and Garden City waive the right to hold-in American Airlines service upon issuance of 120 days-notice to terminate service. Although our intent is to remain in the GCK market for the long term, we cannot be operationally constrained and kept in a market indefinitely without the ability to adapt to changing circumstances.

We believe that our to-date success in Garden City is demonstrative of the American Airlines network and marketing programs. American Airlines fully intend to communicate on the route on any platform that the Marketing team sees as adequate (Online, Traditional or Social Media) as part of its normal course of action.

We look forward to serving the Garden City area for many years to come and appreciate the community's and the Department of Transportation's consideration of continued American Airlines service.

Sincerely,

A handwritten signature in black ink, appearing to read "jsottile", written in a cursive style.

Joe Sottile

Director, Domestic Network Planning
American Airlines

EAS Bid Summary

DFW-GCK @ 2 Daily RT Frequency with a CRJ-700

Prepared March 2024

EAS Market

A/C Type
Seats Per Departure
Weekly Round Trips
Annual Departures (99% completion factor)
Stage Length (Miles)
Block Hours Per Departure
Annual Block Hours (factored)
Estimated Load Factor

DFW-GCK

CRJ-700
65
14
1,441
404
1.5
2,190
61%

Passenger Revenue

Average Onboard Fare
Annual Onboard Pax

\$ 160
56,861
\$ 9,098,665

Annual RPMs ('000s)
Annual ASMs ('000s)

22,971,763
37,852,214

Revenue Forecast

Passenger Revenue
Other Revenue
Total Revenue

Annualized
\$ 9,098,665
\$ 587,012
\$ 9,685,677

Expense Forecast

Direct Expense
Indirect Expense
Aircraft Ownership and Overhead
Total Expense

\$ 9,087,732
\$ 2,922,244
\$ 1,235,843
\$ 13,245,819

Profit/(Loss)

\$ (3,560,142)

Profit Element

\$ 2,337,497

Annual Subsidy Requirement

\$ 5,897,640

Subsidy Requirement

Subsidy Per Trip
Subsidy Per Passenger

\$ 4,091
\$ 104



March 19, 2024

Manuel F. Ortiz
Mayor

Roy Cessna
Commissioner

Bryce Landgraf
Commissioner

Tom Nguyen
Commissioner

Troy R. Unruh
Commissioner

Matthew C. Allen
City Manager

Michael D. Gormas
United States Department of Transportation
Office of Aviation Analysis
1200 New Jersey Ave SE
Washington DC 20590

Re: Essential Air Service at:
Garden City, Kansas Docket OST-1998-3503

Thank you for being a great partner and facilitating the Essential Air Service at Garden City. Garden City recommends acceptance of the American Airlines proposal for continued service with two daily roundtrips to DFW under the regional brand, American Eagle.

Garden City greatly appreciates the opportunity to comment and provide EAS carrier recommendations.

Sincerely,

Matthew C. Allen
City Manager

Manuel F. Ortiz
Mayor

**City Administrative
Center**

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

620-276-1160

www.garden-city.org

GCK Essential Air Service Comparison

EAS Market	2020-2022	2022-2024	2024-2026
A/C Type	E140	E145	CRJ700
Seats per departure	44	50	65
weekly round trips	14	14	14
Annual departures (99% completion factor)	1445	1445	1441
Stage Length (Miles)	287	404	404
Block hours per departure	1.3	1.8	1.5
Estimated load factor	80%	78%	61%

Passenger Revenue

Average Onboard Fare	\$ 111.81	\$ 103.00	160
Annual Onboard Pax	\$ 50,878.00	\$ 56,371.00	56861
	\$ 5,688,534.00	\$ 5,806,172.00	\$ 9,098,665.00

Revenue Forecast	Annualized	Annualized	Annualized
Passenger Revenue	\$ 5,688,534.00	\$ 5,806,172.00	\$ 9,098,665.00
Other	\$ 920,348.00	\$ 464,494.00	\$ 587,012.00
Total	\$ 6,608,882.00	\$ 6,270,666.00	\$ 9,685,677.00

Expense Forecast

Direct	\$ 5,228,211.00	\$ 5,765,701.00	\$ 9,087,732.00
Indirect	\$ 749,983.00	\$ 953,964.00	\$ 2,922,244.00
Aircraft owner and overhead	\$ 812,536.00	\$ 458,192.00	\$ 1,235,843.00
Total	\$ 6,790,730.00	\$ 7,177,856.00	\$ 13,245,819.00

Profit/(Loss)	\$ (181,848.00)	\$ (907,191.00)	\$ 3,560,142.00
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Profit Element	590217	\$ 313,533.00	\$ 2,337,497.00
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Annual Subsidy Requirement	\$ 772,065.00	\$ 1,220,724.00	\$ 5,897,640.00
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Subsidy Requirement

Per trip	\$ 534.00	\$ 845.00	\$ 4,091.00
Per passenger	\$ 15.00	\$ 22.00	\$ 104.00

Kansas EAS Annual Subsidy Comparision

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
GCK	\$ 3,252,359.00	\$ 1,445,172.00	\$ 1,445,172.00	\$ 968,313.00	\$ 968,313.00	\$ 873,861.00	\$ 873,861.00	\$ 772,065.00	\$ 772,065.00	\$ 1,220,724.00	\$ 1,220,724.00
DDC	\$ 1,688,598.00	\$ 2,339,131.00	\$ 2,339,131.00	\$ 1,593,702.00	\$ 1,593,702.00	\$ 3,621,182.00	\$ 3,621,182.00	\$ 3,774,652.00	\$ 3,774,652.00	\$ 3,774,652.00	\$ 6,160,110.00
HYS	\$ 2,164,041.00	\$ 2,253,132.00	\$ 2,253,132.00	\$ 3,482,353.00	\$ 3,482,353.00	\$ 3,123,573.00	\$ 3,123,573.00	\$ 3,642,585.00	\$ 3,642,585.00	\$ 3,642,585.00	\$ 4,585,104.00
LBL	\$ 2,555,150.00	\$ 2,236,180.00	\$ 2,236,180.00	\$ 1,593,702.00	\$ 1,593,702.00	\$ 3,747,998.00	\$ 3,747,998.00	\$ 3,788,409.00	\$ 3,788,409.00	\$ 3,788,409.00	\$ 5,408,700.00
SLN	\$ 1,490,479.00	\$ 1,490,479.00	\$ 1,490,479.00	\$ 1,999,905.00	\$ 1,999,905.00	\$ 2,995,087.00	\$ 2,995,087.00	\$ 3,310,166.00	\$ 3,310,166.00	\$ 3,310,166.00	\$ 5,960,542.00
Total	\$ 9,660,148.00	\$ 8,273,615.00	\$ 8,273,615.00	\$ 7,638,070.00	\$ 7,638,070.00	\$ 11,366,614.00	\$ 11,366,614.00	\$ 11,977,711.00	\$ 11,977,711.00	\$ 12,426,370.00	\$ 17,374,638.00

Subsidized Essential Air Service communities (48 Contiguous States, Hawaii, and Puerto Rico)													
October 2023													
			Annual contract	Current		Original	Currently						
			Subsidy rates	Contracted	Regulations.gov	Contract Dates	Effective	Hub(s)				RTs/	Apt
	State	EAS Community***	Oct. 1, 2023	Air Carrier	Docket	Start	End	Rate Order	Served	Aircraft	Seats	Day	Code
1	AL	Muscle Shoals	\$3,082,249	AEAS/Contour**	DOT-OST-2000-7856	03/01/22	09/30/24	2022-1-21	CLT	ERJ-135	30	1	MSL
1	AR	El Dorado	\$3,455,216	Southern	DOT-OST-1997-2935	03/01/23	02/28/25	2023-1-10	DFW/MEM	Caravan	9	3	ELD
1	AR	Harrison	\$3,789,614	Southern	DOT-OST-1997-2935	03/01/23	02/28/27	2023-1-10	DFW/MEM	Caravan	9	3	HRO
1	AR	Hot Springs	\$2,936,106	Southern	DOT-OST-1997-2935	03/01/23	02/28/27	2023-1-10	DFW/MEM	Caravan	9	3	HOT
1	AR	Jonesboro	\$2,283,644	Southern	DOT-OST-1997-2935	03/01/22	02/28/26	2021-12-6	BNA/STL	Caravan	9	3	JBR
1	AZ	Page	\$4,398,924	AEAS/Contour**	DOT-OST-1997-2694	10/01/22	09/30/26	2022-2-22	PHX	ERJ-135	30	1 to 2	PGA
1	AZ	Prescott	\$5,973,644	SkyWest	DOT-OST-1996-1899	09/01/20	12/31/23	2023-7-15	DEN/LAX	CRJ-200	50	2	PRC
1	AZ	Show Low	\$2,042,192	Southern	DOT-OST-1998-4409	07/01/22	06/30/24	2022-5-5	PHX	PC-12	8	3	SOW
1	CA	Crescent City	\$3,782,988	AEAS/Contour**	DOT-OST-1997-2649	10/01/20	09/30/24	2020-9-2	OAK	ERJ-135	30	1-2	CEC
1	CA	El Centro	\$2,920,934	Southern	DOT-OST-2008-0299	05/01/22	04/30/26	2022-10-11	LAX/PHX	Caravan	9	4	IPL
1	CA	Merced	\$3,658,576	Advanced Air	DOT-OST-1998-3521	01/01/22	12/31/25	2021-9-24	HHR/LAS	PC-12	8	4	MCE
1	CO	Alamosa	\$5,242,836	Key Lime Air	DOT-OST-1997-2960	06/08/22	06/30/24	2022-5-9	DEN	D328 jet/ERJ-145	50	2	ALS
1	CO	Cortez	\$6,603,115	Key Lime Air	DOT-OST-1998-3508	10/01/22	09/30/24	2022-5-8	DEN/PHX	Metro 23	9	4	CEZ
1	CO	Pueblo	\$2,992,087	Southern	DOT-OST-1999-6589	01/15/23	01/31/25	2022-10-14	DEN	King Air	9	4	PUB
1	GA	Macon	\$4,687,979	AEAS/Contour**	DOT-OST-2007-28671	10/01/23	09/30/27	2023-9-4	BWI/CLT	ERJ-135	30	2	MCN
1	HI	Hana	\$176,951	Southern	DOT-OST-1999-6502	02/01/20	01/31/24	2022-4-4	OGG	Caravan	9	2	HNH
1	HI	Kalaupapa	\$1,482,660	Southern	DOT-OST-2000-6773	04/22/21	04/30/25	2021-4-16	HNL/MKK	Caravan	9	5	LUP
1	HI	Kamuela	\$830,744	Southern	DOT-OST-1997-2833	07/01/21	06/30/25	2021-5-11	OGG	Caravan	9	2	MUE
1	IA	Burlington	\$3,466,997	Southern	DOT-OST-2001-8731	04/01/23	03/31/25	2022-12-14	ORD/STL	Caravan	9	4	BRL
1	IA	Fort Dodge	\$6,747,600	SkyWest	DOT-OST-2001-10682	03/01/21	UFL	2023-9-6	DEN/ORD	CRJ-200	50	2	FOD
1	IA	Mason City	\$5,208,000	SkyWest	DOT-OST-2001-10684	03/01/21	UFL	2023-9-6	ORD	CRJ-200	50	2	MCW
1	IA	Sioux City	\$4,278,000	SkyWest	DOT-OST-2011-0131	04/01/21	UFL	2023-9-6	DEN/ORD	CRJ-200	50	2	SUX
1	IA	Waterloo	\$3,986,989	American	DOT-OST-2011-0132	05/01/22	04/30/24	2022-1-16	ORD	ERJ-145	50	2	ALO
1	IL	Decatur	\$5,866,731	SkyWest	DOT-OST-2006-23929	02/01/22	UFL	2023-9-6	ORD	CRJ-200	50	2	DEC
1	IL	Marion	\$5,595,516	Contour	DOT-OST-2000-7881	08/01/23	07/31/26	2023-4-8	BNA/ORD	ERJ-135	30	2	MWA
1	IL	Quincy	\$4,085,604	Southern	DOT-OST-2003-14492	12/01/22	11/30/26	2022-10-15	ORD/STL	Caravan	9	6	UIN
1	KS	Dodge City	\$6,160,110	SkyWest	DOT-OST-1998-3502	02/09/23	UFL	2023-9-7	DEN	CRJ-200	50	2	DDC
1	KS	Garden City	\$1,220,724	American	DOT-OST-1998-3503	08/01/22	07/31/24	2022-5-21	DFW	ERJ-145	50	2	GCK
1	KS	Hays	\$4,585,104	SkyWest	DOT-OST-1998-3497	08/01/21	UFL	2023-9-6	DEN	CRJ-200	50	2	HYS
1	KS	Liberal	\$5,408,700	SkyWest	DOT-OST-1998-3498	02/09/23	UFL	2023-9-7	DEN	CRJ-200	50	2	LBL
1	KS	Salina	\$5,960,542	SkyWest	DOT-OST-2002-11376	10/01/23	12/31/23	2023-8-26	DEN/ORD	CRJ-200	50	2	SLN
1	KY	Owensboro	\$5,607,114	Contour	DOT-OST-2000-7855	08/01/23	07/31/26	2023-5-19	CLT/ORD	ERJ-135	30	2	OWB
1	KY	Paducah	\$5,554,654	Contour	DOT-OST-2009-0299	12/06/22	11/30/25	2022-8-21	CLT	ERJ-135	30	2	PAH
1	ME	Augusta	\$3,021,655	Cape Air	DOT-OST-1997-2784	11/01/22	10/31/26	2022-9-19	BOS	Teenam P2012	9	3 or 4	AUG
1	ME	Bar Harbor	\$3,711,981	Cape Air	DOT-OST-2011-0185	10/15/20	10/14/24	2020-9-22	BOS	C-402/Teenam	9	3-8	BHB
1	ME	Presque Isle	\$10,874,142	United	DOT-OST-2000-8012	06/01/22	05/31/24	2022-2-2	EWB	CRJ-550	50	2	PQI
1	ME	Rockland	\$3,303,476	Cape Air	DOT-OST-1997-2784	11/01/22	10/31/26	2022-9-19	BOS	Teenam P2012	9	3 to 6	RKD
1	MI	Alpena	\$5,500,693	SkyWest	DOT-OST-2009-0300	10/01/22	09/30/24	2022-8-26	DTW/MSP	CRJ-200	50	2	APN
1	MI	Escanaba	\$3,184,053	SkyWest	DOT-OST-2003-15128	01/01/21	12/31/23	2020-12-13	DTW/MSP	CRJ-200	50	2	ESC
1	MI	Hancock/Houghton	\$6,507,497	SkyWest	DOT-OST-2009-0302	02/01/23	01/31/25	2023-1-9	ORD	CRJ-200	50	2	CMX
1	MI	Iron Mountain	\$3,868,146	SkyWest	DOT-OST-1999-5175	02/01/21	01/31/24	2020-12-14	DTW/MSP	CRJ-200	50	2	IMT
1	MI	Ironwood	\$7,204,867	Key Lime Air	DOT-OST-1996-1266	10/01/23	09/30/27	2023-6-18	MSP/ORD	D328 jet/ERJ-145	30-50	2	IWD
1	MI	Manistee	\$4,547,840	Cape Air	DOT-OST-1996-1711	10/01/22	09/30/24	2022-6-18	ORD	Teenam P2012	9	2 or 4	MBL
1	MI	Muskegon	\$4,016,872	Southern	DOT-OST-2009-0301	10/01/22	09/30/26	2022-8-25	ORD	Caravan	9	6	MKG
1	MI	Pellston	\$2,313,625	SkyWest	DOT-OST-2011-0133	02/01/22	01/31/25	2021-11-10	DTW	CRJ-200	50	2	PLN
1	MI	Sault Ste. Marie	\$3,423,267	SkyWest	DOT-OST-2009-0303	02/01/21	01/31/24	2020-12-14	DTW/MSP	CRJ-200	50	2	CIU
1	MN	Bemidji	\$1,863,375	SkyWest	DOT-OST-2011-0134	03/01/22	02/28/25	2022-1-3	MSP	CRJ-200	50	2	BJI

Subsidized Essential Air Service communities (48 Contiguous States, Hawaii, and Puerto Rico)													
October 2023													
			Annual contract	Current									
			Subsidy rates	Contracted	Regulations.gov	Contract Dates	Effective	Hub(s)				RTs/	Apt
	State	EAS Community***	Oct. 1, 2023	Air Carrier	Docket	Start	End	Rate Order	Served	Aircraft	Seats	Day	Code
1	MN	Brainerd	\$2,043,505	SkyWest	DOT-OST-2011-0135	02/01/21	01/31/24	2020-12-14	MSP	CRJ-200	50	2	BRD
1	MN	Hibbing	\$3,889,635	SkyWest	DOT-OST-2003-15796	06/01/22	05/31/24	2022-3-13	MSP	CRJ-200	50	2	HIB
1	MN	International Falls	\$3,388,905	SkyWest	DOT-OST-2009-0304	02/01/21	01/31/24	2020-12-14	MSP	CRJ-200	50	2	INL
1	MN	Thief River Falls	\$5,975,603	Key Lime Air	DOT-OST-2001-10642	06/01/22	05/31/27	2022-2-21	MSP	D328 jet/ERJ-145	30-50	2	TVF
1	MO	Cape Girardeau	\$5,869,841	Contour	DOT-OST-1996-1559	10/01/22	09/30/25	2022-9-1	BNA	ERJ-135	30	2	CGI
1	MO	Fort Leonard Wood	\$4,761,172	Contour	DOT-OST-1996-1167	10/01/22	09/30/25	2022-10-12	BNA/DFW	ERJ-135	30	2	TBN
1	MO	Joplin	\$4,166,448	SkyWest	DOT-OST-2006-23932	06/01/21	UFN	2023-9-6	DEN/ORD	CRJ-200	50	2	JLN
1	MO	Kirksville	\$5,609,670	Contour	DOT-OST-1997-2515	08/01/23	07/31/26	2023-4-8	ORD	ERJ-135	30	2	IRK
1	MS	Greenville	\$3,006,956	AEAS/Contour**	DOT-OST-2008-0209	10/01/21	09/30/25	2021-7-18	DFW	ERJ-135	30	2	GLH
1	MS	Hattiesburg/Laurel	\$5,519,399	SkyWest	DOT-OST-2001-10685	11/01/20	UFN	2023-9-6	IAH	CRJ-200	50	2	PIB
1	MS	Meridian	\$3,802,307	SkyWest	DOT-OST-2008-0112	11/01/20	UFN	2023-9-6	IAH	CRJ-200	50	2	MEI
1	MS	Tupelo	\$4,004,254	AEAS/Contour**	DOT-OST-2009-0305	10/01/22	09/30/24	2022-3-15	BNA	ERJ-135	30	2	TUP
1	MT	Butte	\$997,186	SkyWest	DOT-OST-2011-0136	01/01/22	12/31/24	2021-7-15	DEN/SLC	CRJ-200	50	2	BTM
1	MT	Glasgow	\$2,335,300	Cape Air	DOT-OST-1997-2605	01/01/20	12/31/23	2019-10-11	BIL	C-402/Tecnam	9	2	GGW
1	MT	Glendive	\$2,522,648	Cape Air	DOT-OST-1997-2605	01/01/20	12/31/23	2019-10-11	BIL	C-402/Tecnam	9	2	GDV
1	MT	Havre	\$2,484,878	Cape Air	DOT-OST-1997-2605	01/01/20	12/31/23	2019-10-11	BIL	C-402/Tecnam	9	2	HVR
1	MT	Sidney	\$4,611,469	Cape Air	DOT-OST-1997-2605	01/01/20	12/31/23	2019-10-11	BIL	C-402/Tecnam	9	5	SDY
1	MT	West Yellowstone	\$1,491,893	SkyWest	DOT-OST-2003-14626	05/06/21	10/15/23	2021-3-20	DEN/SLC	CRJ-200	50	2	WYS
1	MT	Wolf Point	\$2,511,712	Cape Air	DOT-OST-1997-2605	01/01/20	12/31/23	2019-10-11	BIL	C-402/Tecnam	9	2	OLF
1	ND	Devils Lake	\$7,746,683	SkyWest	DOT-OST-1997-2785	07/01/20	UFN	2023-9-6	DEN	CRJ-200	50	2	DVL
1	ND	Dickinson	\$3,433,048	United	DOT-OST-1995-697	10/01/22	09/30/24	2022-7-9	DEN	ERJ-145	50	2	DIK
1	ND	Jamestown (ND)	\$6,711,412	SkyWest	DOT-OST-1997-2785	07/01/20	UFN	2023-9-6	DEN	CRJ-200	50	2	JMS
1	NE	Alliance	\$3,391,322	Key Lime Air	DOT-OST-2000-8322	06/01/23	05/31/25	2023-3-12	DEN	Metro 23	9	2	AIA
1	NE	Chadron	\$3,559,096	Southern	DOT-OST-2000-8322	06/01/23	05/31/25	2023-3-11	DEN	PC-12/KA350	9	2	CDR
1	NE	Grand Island	\$4,999,500	American	DOT-OST-2002-13983	07/01/23	06/30/25	2023-3-13	DFW	CRJ-700	65	2	GRI
1	NE	Kearney	\$7,475,114	Key Lime Air	DOT-OST-1996-1715	11/01/22	10/31/24	2022-8-17	DEN	D328 jet/ERJ-145	30-50	2	EAR
1	NE	McCook	\$2,969,074	Key Lime Air	DOT-OST-1997-3005	06/01/22	05/31/24	2022-2-23	DEN	Metro 23	9	2	MCK
1	NE	North Platte	\$5,104,990	SkyWest	DOT-OST-1999-5173	02/09/23	UFN	2023-9-7	DEN	CRJ-200	50	2	LBF
1	NE	Scottsbluff	\$3,914,350	SkyWest	DOT-OST-2003-14535	02/09/23	UFN	2023-9-7	DEN	CRJ-200	50	2	BFF
1	NH	Lebanon	\$5,226,722	Cape Air	DOT-OST-2003-14822	12/01/22	11/30/26	2022-11-31	BOS/HPN	Tecnam P2012	9	6	LEB
1	NM	Carlsbad	\$3,493,893	Boutique Air	DOT-OST-2002-12802	06/01/21	05/31/25	2021-3-11	ABQ/DFW	PC-12	8	3	CNM
1	NM	Clovis	\$4,804,921	Key Lime Air	DOT-OST-1996-1902	05/01/22	04/30/26	2022-2-18	DFW/DEN	D328 jet/ERJ-145	30-50	2	CVN
1	NM	Silver City	\$4,830,725	Advanced Air	DOT-OST-1996-1903	02/01/23	01/31/25	2022-12-10	ABQ/PHX	King Air	9	4	SVC
1	NY	Massena	\$5,322,161	Boutique Air	DOT-OST-2012-0163	04/01/23	03/31/25	2023-2-3	BOS	PC-12	8	3	MSS
1	NY	Ogdensburg	\$5,029,814	AEAS/Contour**	DOT-OST-1997-2842	07/01/22	09/30/24	2022-5-4	PHL	ERJ-135	30	2	OGS
1	NY	Plattsburgh	\$4,271,320	AEAS/Contour**	DOT-OST-2003-14783	07/01/22	09/30/24	2022-5-3	PHL	ERJ-135	30	2	PBG
1	NY	Saranac Lake	\$2,634,351	Cape Air	DOT-OST-2000-8025	03/01/22	02/28/26	2022-1-9	BOS/JFK	Tecnam P2012	9	3	SLK
1	NY	Watertown (NY)	\$4,701,099	American	DOT-OST-2013-0188	02/01/22	01/31/24	2021-12-4	PHL	ERJ-145	50	2	ART
1	OR	Pendleton	\$3,948,585	Boutique Air	DOT-OST-2004-19934	05/12/22	05/31/24	2022-5-20	PDX	PC-12	8	3	PDT
1	PA	Altoona	\$4,280,002	AEAS/Contour**	DOT-OST-2002-11446	10/01/22	09/30/24	2022-8-20	PHL	ERJ-135	30	2	AOO
1	PA	Bradford	\$2,888,123	Southern	DOT-OST-2003-14528	11/01/22	10/31/26	2022-9-18	IAD/PIT	Caravan	9	4	BFD
1	PA	DuBois	\$3,345,205	Southern	DOT-OST-2004-17617	11/01/20	10/31/24	2020-12-3	IAD/PIT	Caravan	9	6	DUJ
1	PA	Johnstown	\$3,424,020	SkyWest	DOT-OST-2002-11451	12/03/20	10/31/23	2020-9-24	IAD/ORD	CRJ-200	50	2	JST
1	PA	Lancaster	\$2,952,172	Southern	DOT-OST-2002-11450	01/01/22	12/31/25	2021-10-13	IAD/PIT	Caravan	9	5	LNS
1	PR	Mayaguez	\$1,693,289	Cape Air	DOT-OST-2004-19622	05/01/21	04/30/26	2021-3-22	SJU	C402/T12/BNI	9	4	MAZ
1	SD	Aberdeen	\$3,207,595	SkyWest	DOT-OST-2011-0137	03/01/22	02/28/25	2022-1-3	MSP	CRJ-200	50	2	ABR
1	SD	Pierre	\$5,745,454	Key Lime Air	DOT-OST-2011-0138	06/01/23	05/31/25	2023-4-9	DEN/MSP	ERJ-145	50	2	PIR

Subsidized Essential Air Service communities (48 Contiguous States, Hawaii, and Puerto Rico)													
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	State	EAS Community***	Oct. 1, 2023	Air Carrier	Docket	Start	End	Rate Order	Served	Aircraft	Seats	Days	Code
1	SD	Watertown (SD)	\$6,329,521	Key Lime Air	DOT-OST-2001-10644	06/01/23	05/31/25	2023-4-9	DEN/ORD	ERJ-145	50	2	ATY
1	TN	Jackson	\$2,622,397	Southern	DOT-OST-2000-7857	06/01/22	05/31/24	2023-9-10	ATL/STL	Caravan	9	3	MKL
1	TX	Victoria	\$5,610,780	SkyWest	DOT-OST-2005-20454	11/01/20	UFN	2023-9-6	IAH	CRJ-200	50	2	VCT
1	UT	Cedar City	\$2,564,371	SkyWest	DOT-OST-2003-16395	01/01/22	12/31/24	2021-9-9	SLC	CRJ-200	50	2	CDC
1	UT	Moab	\$7,963,977	SkyWest	DOT-OST-1997-2827	07/01/23	12/31/23	2023-8-27	DEN/SLC	CRJ-200	50	2	CNY
1	UT	Vernal	\$6,004,977	SkyWest	DOT-OST-1997-2706	07/01/23	12/31/23	2023-8-27	DEN	CRJ-200	50	2	VEL
1	VA	Staunton	\$5,415,033	Contour	DOT-OST-2002-11378	11/01/22	10/31/25	2022-8-32	CLT	ERJ-135	30	2	SHD
1	VT	Rutland	\$1,959,579	Cape Air	DOT-OST-2005-21681	11/01/21	10/31/23	2021-7-6	BOS	Tecnam P2012	9	3	RUT
1	WI	Eau Claire	\$6,460,988	Sun Country	DOT-OST-2009-0306	12/01/22	11/30/24	2022-7-7	MSP/RSW	B737-800	186		EAU
1	WI	Rhineland	\$2,560,031	SkyWest	DOT-OST-2011-0109	02/01/21	01/31/24	2020-12-14	MSP	CRJ-200	50	2	RHI
1	WV	Beckley	\$2,827,968	AEAS/Contour**	DOT-OST-1997-2761	10/01/21	09/30/25	2021-9-5	CLT	ERJ-135	30	2	BKW
1	WV	Clarksburg	\$5,511,849	Contour	DOT-OST-2005-20736	12/01/22	11/30/25	2022-8-24	CLT	ERJ-135	30	2	CKB
1	WV	Lewisburg (Greenbrier)	\$5,971,353	Contour	DOT-OST-2003-15553	11/01/22	10/31/25	2022-8-31	CLT	ERJ-135	30	2	LWB
1	WV	Morgantown	\$3,305,353	Southern	DOT-OST-2005-20735	11/01/20	10/31/24	2020-12-3	IAD/PIT	Caravan	9	6	MGW
1	WV	Parkersburg	\$2,134,573	AEAS/Contour**	DOT-OST-2005-20734	10/01/21	09/30/25	2021-9-5	CLT	ERJ-135	30	2	PKB
1	WY	Cody	\$996,968	United	DOT-OST-2011-0121	06/01/22	05/31/24	2022-2-25	DEN	ERJ-145	50	2	COD
1	WY	Laramie	\$4,532,539	SkyWest	DOT-OST-1997-2958	10/01/22	09/30/24	2022-8-36	DEN	CRJ-200	50	2	LAR
111			\$460,283,411										
**AEAS/Contour is Alternate EAS/public charter service, secured by each community through a grant from USDOT (49 U.S.C. § 41745).													
*** Most commonly used names used here. Full community names used in certain cases/legal proceedings.													



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Jon Irsik, Fire Chief
DATE: March 19, 2024
RE: Assistance to Firefighters Grant (AFG) Vehicle Acquisition

ISSUE:

The Governing Body is asked to consider and approve the Garden City Fire Department applying for an Assistance to Firefighters Grant (AFG) for acquisition of a tanker truck.

BACKGROUND:

The primary goal of the AFG grant program is to meet the firefighting and emergency response needs of fire departments and non-affiliated emergency service organizations. This year, there is approximately 324 million dollars allocated for the program with a projected 2,000 awards being issued.

The fire department currently has two tanker trucks responding out of two fire stations. With Station 3 construction under way, staff are trying to add a third tanker truck to respond for water supply. Having the option of a third tanker we can adjust our response matrix to account for multiple incidents or have more readily available resources. Fires of all kinds in the county require us to have resources available immediately upon arrival due to time and distance.

With this grant submission, the Garden City Fire Department would be requesting funding for up to \$700,000 for the purchase of a tanker truck. The City would be responsible for a 10% share of the cost, or \$70,000.

If the City is unsuccessful in obtaining the grant funding, it would be anticipated that the full cost of the apparatus will be experienced in the near future in conjunction with the completion of the third fire station. The tanker truck was one of the identified apparatus to be purchased for this station, with the cost coming from the .30 sales tax revenues.

ALTERNATIVES:

1. The Governing Body may authorize staff to apply for the Assistance to Firefighters Grant.
2. The Governing Body may deny the grant submission and provide further guidance.

RECOMMENDATION:

Staff recommends the Governing Body authorize staff to apply for the Assistance to Firefighters Grant.

FISCAL NOTE:

The AFG program requires a 10% cost share, equal to \$70,000. If approved, the City's share of the cost will come from the .30 Sales Tax Fund. If the grant request is unsuccessful, the City will

likely experience the full cost of the apparatus at a future date as this equipment is included in the original plan for the third fire station apparatus.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Jon Irsik, Fire Chief
DATE: March 19, 2024
RE: Fire Prevention & Safety Grant Application Request

ISSUE:

The Governing Body is asked to consider and approve applying for a Fire Protection & Safety Grant for a new smokehouse.

BACKGROUND:

The Garden City Fire Department is seeking support through the Fire Prevention & Safety (FP&S) Grant to enhance our community's safety measures. Our current smokehouse, an invaluable tool for fire prevention education, is no longer road-worthy, posing a safety risk as it is detaching from the trailer frame.

With the FP&S Grant, we aim to procure a state-of-the-art smokehouse equipped with essential features to better serve our community. This upgraded unit will come complete with a quiet generator for enhanced portability, a wheelchair ramp with an on-board storage compartment for convenient transportation, and a multimedia system including a TV and DVD player to facilitate engaging educational sessions.

Recognizing the diverse needs of our community, the new smokehouse will be equipped with smoke alarms specifically designed for individuals with hearing impairments. Moreover, the injury prevention package will encompass education on bicycle safety, motor vehicle and pedestrian safety, firearm safety, and water safety.

The Garden City Fire Department is committed to maintaining the highest standards of safety education, and with the support of the Fire Prevention & Safety Grant, we aspire to acquire a modern and versatile smokehouse that will significantly contribute to our mission of safeguarding our community.

ALTERNATIVES:

1. The Governing Body may authorize staff to apply for a Fire Prevention & Safety Grant.
2. The Governing body may deny the grant submission and provide further guidance.

RECOMMENDATION:

Staff recommends the Governing Body authorizing staff to apply for a Fire Prevention & Safety Grant.

FISCAL NOTE:

The Fire Prevention & Safety Grant program requires a 5% cost share. The estimated cost of a

new smokehouse is \$200,000. If approved for the grant, the City's share would be \$10,000. If approved, the City's share will come from 10024102-6520, Fire Operations - New Equipment Other. If the City is unsuccessful, alternative considerations will be made for acquiring a new smokehouse in the future.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Daunte Thompson, Planner
DATE: March 19, 2024
RE: GC2023-47, Replat, Kansas Food Bank Addition, 1204 North Taylor Plaza, Garden City, Kansas

ISSUE:

The Governing Body is asked to consider and approve the Replat, Kansas Food Bank Addition.

BACKGROUND:

The Kansas Food Bank is requesting approval of the Replat, Kansas Food Bank Garden City Addition. The site is generally located at 1204 N. Taylor Plaza. The property is currently zoned "C-2" General Commercial District with a "PCD" Planned Commercial Development Overlay and contains 1.27 +/- acres. The property has an approved site plan for the Kansas Food Bank.

The plat was presented for review on March 8, 2024, and met the requirements of the Garden City Zoning and Subdivision Regulations.

ALTERNATIVES:

1. The Governing Body may approve the replat.
2. The Governing Body may not approve the replat.

RECOMMENDATION:

The Planning Commission recommended approval of the replat at the November 16, 2023 meeting. Staff recommends the Governing Body approve the Replat, Kansas Food Bank Addition.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
PC Minute Excerpt	3/12/2024	Backup Material
Vicinity Map	3/12/2024	Backup Material
Kansas Food Bank Addition Replat	3/12/2024	Backup Material

MINUTES

HOLCOMB - GARDEN CITY - FINNEY COUNTY AREA PLANNING COMMISSION

November 16, 2023

The Holcomb-Garden City-Finney County Area Wide Planning Commission scheduled a Public Hearing at 9:00 a.m. Thursday, November 16, 2023, in the City Commission Chambers at the City of Garden City Administrative Center located at 301 N 8th Street, Garden City, Kansas.

I. CALL TO ORDER

Vice-Chairman Germann called to order the Area Wide Planning Commission meeting at 9:00 a.m. The following Commission members were present: Member Collins, Member Crockett, Member Glass, Member Michel, and Member Rupp. Also present were Secretary Maxwell, Staff Presisto and Staff Thompson.

II. APPROVAL OF MINUTES – October 19, 2023

Member Collins made a motion to approve the minutes from October 19, 2023. *Member Glass* seconded the motion. Votes were taken by yeas and nays and recorded as follows:

Anliker	Collins	Crockett	Germann	Glass	Haeck	Hitz	Michel	Rupp
Not Present	Yea	Yea	Yea	Yea	Not Present	Not Present	Yea	Yea

Motion passed.

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

OPEN PUBLIC COMMENT for items not on agenda.
CLOSED PUBLIC COMMENT

IV. GENERAL STAFF REPORT AND UPDATE

Secretary Maxwell presented the General Staff Report, copies of which are available through the Neighborhood & Development Services office.

V. SUBMITTAL OF EXHIBITS FOR THE RECORD

- A. **Finney County Zoning Regulations, Garden City Zoning Regulations and City of Holcomb Zoning Regulations all as amended.**
- B. **Finney County, City of Garden City, and City of Holcomb Subdivision Regulations all as amended**
- C. **Finney County, City of Garden City, and City of Holcomb Comprehensive Plans all as amended**
- D. **All Visual Aid Presentations with Aerial Maps, Site Plans, and Plats**
- E. **All application files in their entirety including Staff Reports**

VI. NEW BUSINESS

GC2023-47: Professional Engineering Consultants has filed an application for consideration of the Kansas Food Bank Garden City replat, generally located at the NE corner of Taylor Plaza & Alma Street, Garden City, KS, at the request of Kansas Food Bank.

Member Glass- Recused herself from the case and discussion.

Staff Thompson- Presented staff report.

Vice-Chair Germann- Who is the owner of that property?

Staff Thompson- Kansas Food Bank is the owner.

Vice-Chair Germann-What does the PCD entail.

Staff Thompson-That allows a little more discussion, negotiation, between staff and the owner to change some of the zoning regulations like the setbacks that come with the C-2. It allows for a little more flexibility with the development.

Member Michel- We are approving this, and the building is almost completed?

Staff Thompson- The building already existed. The site plan was for a remodel, landscaping, and parking requirements. Because the building had already existed it had several lots that were platted probably more than fifty years ago. This kind of plat is to clean that up to make this site conforming with the zoning regulations and the subdivision regulations.

OPEN PUBLIC COMMENT

CLOSE PUBLIC COMMENT

MEMBER RUPP MADE A MOTION TO RECOMMEND APPROVAL OF THE KANSAS FOOD BANK GARDEN CITY REPLAT PER STAFF RECOMMENDATION ALTERNATIVE 1. MEMBER COLLINS SECONDED THE MOTION.

Votes were taken by yeas and nays and recorded as follows:

Anliker	Collins	Crockett	Germann	Glass	Haeck	Hitz	Michel	Rupp
Not Present	Yes	Yes	Yea	No Vote	Not Present	Not Present	Yea	Yea

Motion passed.

VII. ADJOURN

MEMBER COLLINS MADE A MOTION TO ADJOURN. MEMBER GLASS SECONDED THE MOTION.

Votes were taken by yeas and nays and recorded as follows:

Anliker	Collins	Crockett	Germann	Glass	Haeck	Hitz	Michel	Rupp
Not Present	Yes	Yes	Yea	Yea	Not Present	Not Present	Yea	Yea

Motion passed.

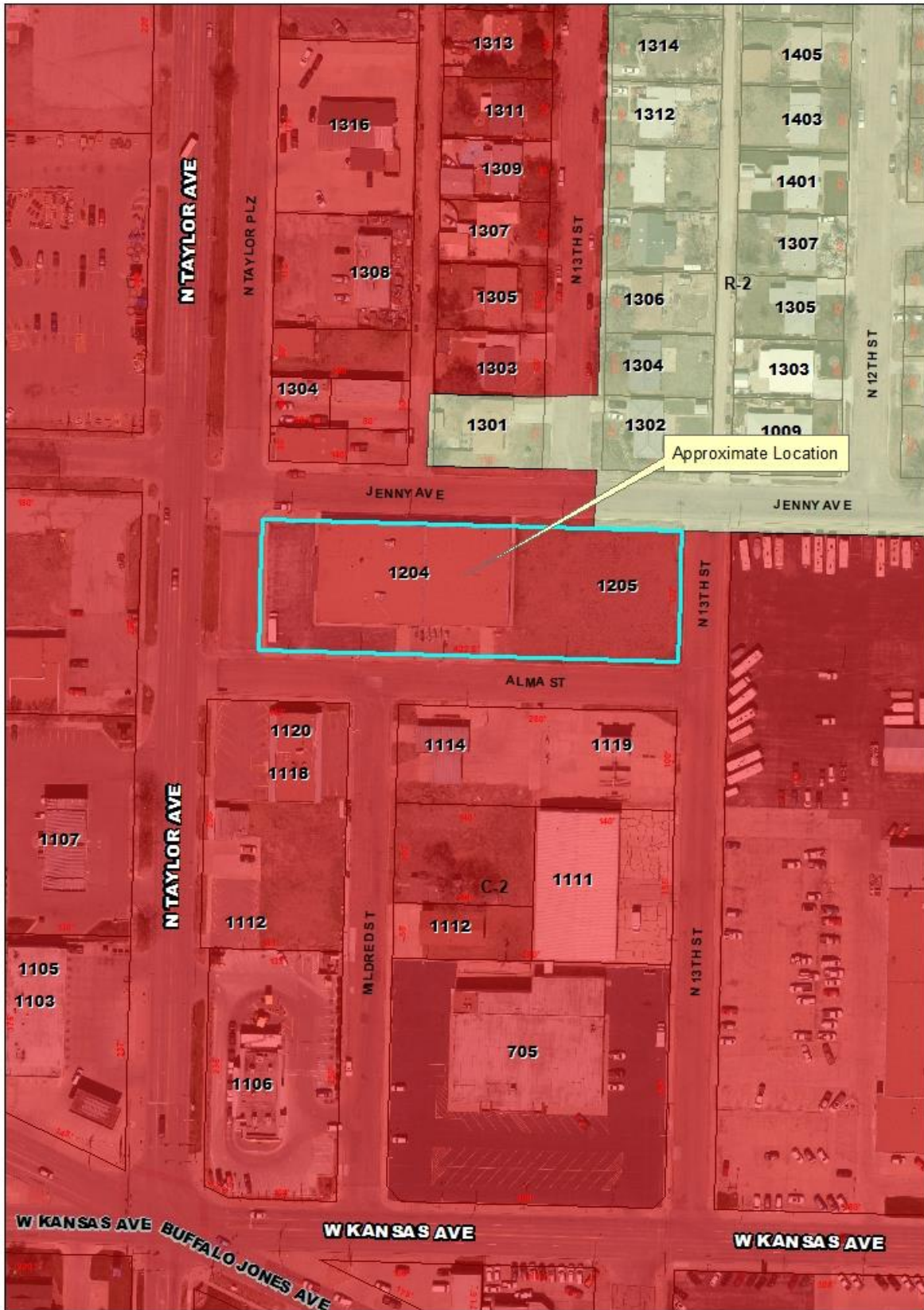
The meeting was adjourned at 9:20 A.M.

Trent Maxwell
Aleecya Charles

Secretary
Staff

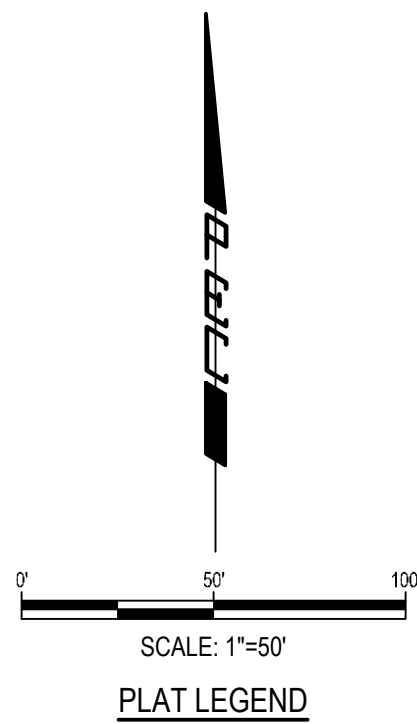
Nathaniel Haeck
Vicki Germann

Chairman
Vice-Chairman

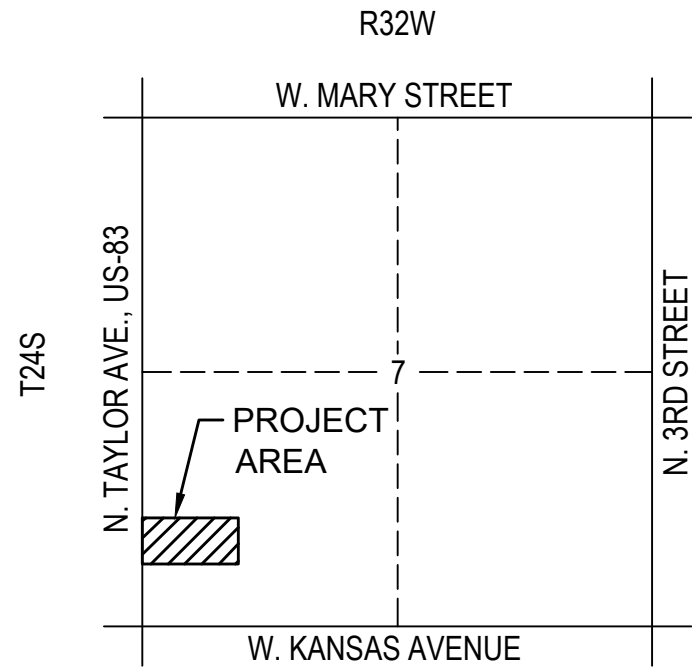


KANSAS FOOD BANK GARDEN CITY

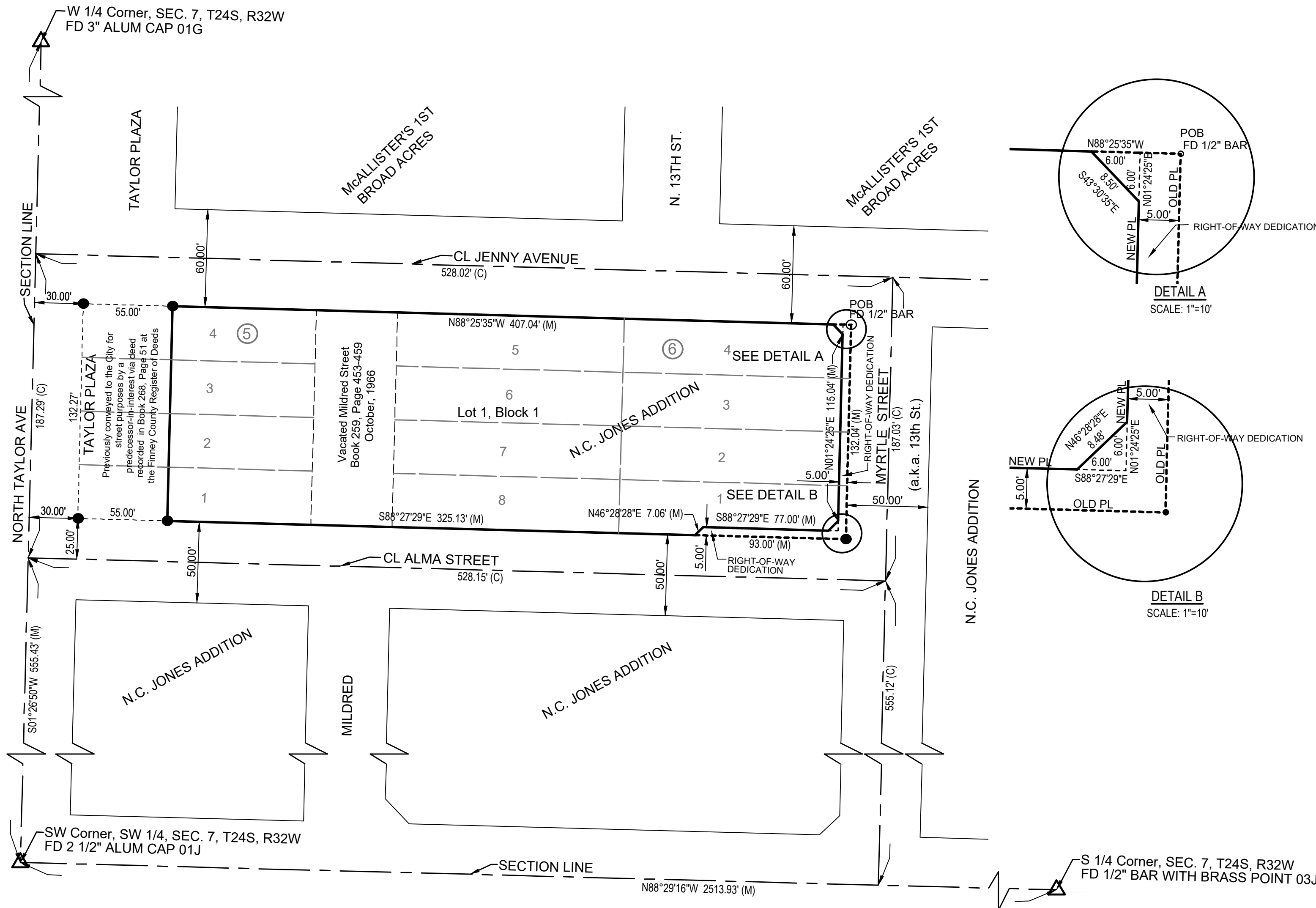
A REPLAT OF A PORTION OF N.C. JONES ADDITION, GARDEN CITY, FINNEY COUNTY, KANSAS FINAL PLAT



- ▲ FOUND SECTION CORNER AS NOTED (C) CALCULATED
○ FOUND MONUMENT AS NOTED (M) MEASURED
● SET 1/2" REBAR, 24" LONG, WITH I.D. CAP "PEC CLS65"



VICINITY MAP



CERTIFICATE OF SURVEY:

STATE OF KANSAS)
COUNTY OF FINNEY) SS

ON THIS _____ DAY OF _____, 2024, WE, PROFESSIONAL ENGINEERING CONSULTANTS, P.A., A PROFESSIONAL ASSOCIATION DULY AUTHORIZED TO PRACTICE LAND SURVEYING (CLS65), IN THE AFORESAID STATE AND COUNTY, DO HEREBY CERTIFY THAT, UNDER THE RESPONSIBLE CHARGE OF THE UNDERSIGNED, WE HAVE SURVEYED AND PLATTED, KANSAS FOOD BANK GARDEN CITY, A REPLAT OF A PORTION OF N.C. JONES ADDITION, GARDEN CITY, FINNEY COUNTY, KANSAS, INTO A LOT AND A BLOCK, AND STREETS AND THAT THE ACCOMPANYING PLAT IS A TRUE AND CORRECT EXHIBIT OF THE PROPERTY SURVEYED TO THE BEST KNOWLEDGE AND BELIEF OF THE PROFESSIONAL ASSOCIATION, DESCRIBED AS:

BEING ALL OF BLOCK 5 AND 6, IN N.C. JONES ADDITION TO GARDEN CITY, FINNEY COUNTY, KANSAS; AND THAT PART OF MILDRED STREET WHICH LIES ADJACENT TO AND ADJOINS BLOCK 5 AND 6, N.C. JONES ADDITION, GARDEN CITY, KANSAS, DESCRIBED AS: A PORTION OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 24 SOUTH, RANGE 32 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, FINNEY COUNTY, KANSAS BEING DESCRIBED AND PREPARED ON OCTOBER 3, 2023, BY CHARLES W. BROOKSHER PS #1281 AND PROFESSIONAL ENGINEERING CONSULTANTS P.A., C.L.S. #65, AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 4, BLOCK 6, N.C. JONES ADDITION TO GARDEN CITY FINNEY COUNTY, KANSAS BEING A 1/2 INCH DIAMETER BAR OF UNKNOWN ORIGIN LOCATED AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF JENNY AVENUE AND THE WEST RIGHT OF WAY OF MYRTLE STREET, THENCE N88°25'35"W ALONG THE SOUTH RIGHT OF WAY OF JENNY AVENUE A DISTANCE OF 418.04 FEET TO THE EAST RIGHT OF WAY OF WEST STREET NOW TAYLOR PLAZA AVENUE BEING 85.00 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE S01°28'50"W AND PARALLEL WITH SAID WEST LINE A DISTANCE OF 132.27 FEET TO THE NORTH RIGHT OF WAY OF ALMA STREET; THENCE S88°27'17"E ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 418.13 FEET TO THE WEST RIGHT OF WAY OF MYRTLE STREET, THENCE N01°24'25"E ALONG SAID WEST RIGHT OF WAY A DISTANCE OF 132.04 FEET TO THE POINT OF BEGINNING, ENCOMPASSING 1.44 ACRES MORE OR LESS.

CHARLES W. BROOKSHER, P.S. NO. 1281 AND
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
C.L.S. #65

OWNER'S CERTIFICATION AND DEDICATION:

THIS IS TO CERTIFY THAT WE, THE OWNER OF THE LAND DESCRIBED IN THE CERTIFICATE OF SURVEY, HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED ON THE ACCOMPANYING PLAT INTO A LOT AND A BLOCK, AND STREETS TO BE KNOWN AS KANSAS FOOD BANK GARDEN CITY, A REPLAT OF A PORTION OF N.C. JONES ADDITION, GARDEN CITY, FINNEY COUNTY, KANSAS.

ALL EXISTING PUBLIC EASEMENTS, BUILDING SETBACKS, ACCESS CONTROLS, DEDICATED STREETS AND ALL OTHER PUBLIC DEDICATIONS LYING WITHIN THE LAND DESCRIBED IN THE CERTIFICATE OF SURVEY, ARE HEREBY VACATED BY VIRTUE OF K.S.A. 12-512B, AS AMENDED.

EASEMENTS AS SHOWN FOR THE CONSTRUCTION AND MAINTENANCE OF PUBLIC UTILITIES AND DRAINAGE ARE HEREBY GRANTED TO THE PUBLIC. NO SIGNS, LIGHT POLES, PRIVATE DRAINAGE SYSTEMS, MASONRY FENCES, MASONRY TRASH ENCLOSURES OR OTHER STRUCTURES SHALL BE LOCATED WITHIN PUBLIC EASEMENTS UNLESS A USE OF EASEMENT PERMIT IS OBTAINED FROM THE CITY OF GARDEN CITY PUBLIC WORKS & UTILITIES DEPARTMENT.

ALL RIGHTS-OF-WAY ARE HEREBY DEDICATED TO AND FOR THE USE OF THE PUBLIC.

OWNER: KFBW, LLC

BRIAN WALKER, PRESIDENT AND CEO

NOTARY CERTIFICATE:

STATE OF KANSAS)
COUNTY OF FINNEY) SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2024, BY BRIAN WALKER, PRESIDENT AND CEO OF KFBW, LLC, OWNER OF THE PROPERTY DESCRIBED.

_____, NOTARY PUBLIC

MY APPOINTMENT EXPIRES _____

PLANNING COMMISSION CERTIFICATE:

THIS PLAT OF KANSAS FOOD BANK GARDEN CITY HAS BEEN SUBMITTED TO AND APPROVED BY THE HOLCOMB-GARDEN CITY-FINNEY COUNTY AREA PLANNING COMMISSION, GARDEN CITY, KANSAS, APPROVED THE _____ DAY OF _____, 2024.

_____, CHAIR

VICKI GERMANN

_____, SECRETARY

TRENT MAXWELL

COUNTY SURVEYOR'S CERTIFICATE

REVIEWED IN ACCORDANCE WITH K.S.A. 58-2005 ON THIS _____ DAY OF _____, 2024.

DAVID MATTHEWS, P.S. #1114

COUNTY SURVEY REVIEWER
FINNEY COUNTY, KANSAS

GOVERNING BODY CERTIFICATE:

THIS PLAT IS APPROVED AND ALL DEDICATIONS SHOWN HEREON ACCEPTED BY THE CITY COMMISSION OF THE CITY OF GARDEN CITY, KANSAS, THIS _____ DAY OF _____, 2024.

_____, MAYOR

MANUEL F. ORTIZ

ATTEST:

_____, CITY CLERK

CELYN HURTADO

REGISTER OF DEEDS CERTIFICATE:

STATE OF KANSAS)
COUNTY OF FINNEY) SS

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE, AT _____ O'CLOCK ____ M, ON THIS _____ DAY OF _____, 2024.

_____, REGISTER OF DEEDS

STEPHANIE SHOCKLEY

**MEETS
REQUIREMENTS**

City of Garden City, KS

Project Number: **SPGC23-41**
Approved by: **SR**
Date: **08Mar2024**
No. of Pages: **1(PLAT)**
4th Submittal

RECEIVED

City of Garden City, KS

Project Number: **SPGC23-41**
Received by: **SR**
Date: **08Mar2024**
No. of Pages: **1(PLAT)**
4th Submittal



CLOSURE SUMMARY

PRECISION, 1 PART IN: 46657.71'
ERROR DISTANCE: 0.02'
ERROR DIRECTION: S07° 19' 41.35"W
AREA: 55256.62 SQ. FT.
SQUARE AREA: 55256.616
PERIMETER: 1100.48'



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Jon Irsik, Fire Chief
DATE: March 19, 2024
RE: Radio Equipment for Garden City Fire Department

ISSUE:

The Governing Body is asked to consider and approve a bid for \$51,436 from Motorola Solutions for the purchase of radios and related accessories.

BACKGROUND:

The Garden City Fire Department (GCFD) utilizes Motorola radios for their communication services. Motorola Solutions is currently the provider of portable, mobile, and central communications for all of the City's first responders. Motorola Solutions has been awarded the state contract for radio equipment and the City utilizes this contract for purchasing.

Some of the GCFD portable radios are near the end of their life cycle. Because of this, GCFD has a replacement schedule to transition into the new radios incrementally each budget year. GCFD has allotted funds in their respective 2024 budget for radio equipment.

The following is a breakdown of equipment and the total cost:
Fire Department - 10 handheld radios, accessories, programming
TOTAL COST: \$51,436.00

ALTERNATIVES:

1. The Governing Body may approve a bid for \$51,436 from Motorola Solutions for the purchase of radios and related accessories.
2. The Governing Body may deny the purchase and provide further guidance.

RECOMMENDATION:

Staff recommends the Governing Body approve a bid for \$51,436 from Motorola Solutions for the purchase of radios and related accessories.

FISCAL NOTE:

Funding will come from 10024102-6520, Fire Operations - New Equipment Other.

ATTACHMENTS:

Description	Upload Date	Type
Motorola Quote	3/12/2024	Backup Material
Motorola Master Contract	3/12/2024	Backup Material

Billing Address:
GARDEN CITY, CITY OF
304 N NINTH ST
GARDEN CITY, KS 67846
US

Quote Date:03/04/2024
Expiration Date:05/03/2024
Quote Created By:
Douglas Kreutzer
DougK@firstwirelessinc.com

End Customer:
Garden City Fire
Adam Patterson
adam.patterson@gardencityfire.org
6206408073

Contract: 21810 - JOHNSON COUNTY
(KS)

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000 XE				
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	10	\$3,595.00	\$2,157.00	\$21,570.00
1a	H869BZ	ENH: MULTIKEY	10	\$363.00	\$217.80	\$2,178.00
1b	Q361AR	ADD: P25 9600 BAUD TRUNKING	10	\$330.00	\$198.00	\$1,980.00
1c	QA02006AA	ENH: APX6000XE RUGGED RADIO	10	\$880.00	\$528.00	\$5,280.00
1d	Q58AL	ADD: 3Y ESSENTIAL SERVICE	10	\$184.00	\$184.00	\$1,840.00
1e	QA00580AC	ADD: TDMA OPERATION	10	\$495.00	\$297.00	\$2,970.00
1f	QA09000AA	ADD: DIGITAL TONE SIGNALING	10	\$165.00	\$99.00	\$990.00
1g	H38BT	ADD: SMARTZONE OPERATION	10	\$1,320.00	\$792.00	\$7,920.00
1h	QA09113AB	ADD: BASELINE RELEASE SW	10	\$0.00	\$0.00	\$0.00
1i	QA01427AB	ALT: IMPACT GREEN HOUSING	10	\$28.00	\$16.80	\$168.00
1j	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	10	\$567.00	\$340.20	\$3,402.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1k	Q629AK	ENH: AES ENCRYPTION AND ADP	10	\$523.00	\$313.80	\$3,138.00
Grand Total				\$51,436.00(USD)		

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



CONTRACT AWARD

Date of Award: July 1, 2016

Contract ID: 41150
NASPO ValuePoint: 06913

Replace Contract: 02702

Procurement Officer: Amanda Clayton
Telephone: 785/296-1171
E-Mail Address: Amanda.Clayton@ks.gov
Web Address: <http://admin.ks.gov/offices/procurement-and-contracts>

Item: Public Safety Communications Equipment – Motorola Radios

Agency/Business Unit: Statewide

Period of Contract: Date of Award through June 30, 2022
(With the option to renew for additional terms by mutual agreement of both parties)

Contractor: Motorola Solutions, Inc
Local Sales:
PO Box 19072
Topeka, KS 66619

Vendor ID: 0000027862

Contact Person: Aaron Corcoran
E-Mail: aaron.corcoran@motorolasolutions.com
Local Telephone: 620-282-3354
Fax: 847-761-1038

Amendments: Amendment 1 - Update contractor contact information
Amendment 2 - Contract renewal through June 30, 2021
Amendment 3 - Contract renewal through June 30, 2022

Payment Terms: Net 30

Political Subdivisions: Pricing **is** available to the political subdivisions of the State of Kansas.

Procurement Cards: Agencies **may** use a P-Card for purchases from this contract.

Administrative Fee: Administrative fees **have been** incorporated into the unit prices of this contract.

The above referenced contract award was recently posted to Procurement and Contracts website. The document can be downloaded by going to the following website: <http://www.da.ks.gov/purch/Contracts/>.

PARTICIPATING ADDENDUM
NASPO ValuePoint
Public Safety Communication Equipment 06913
Lead by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT

Motorola Solutions
(hereinafter "Contractor")

And

State of Kansas
(hereinafter "Participating State")
State Contract Number: 41150

1. **Scope:** This addendum covers the purchase of public safety communication equipment and is for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts.

Contractor has been awarded the following categories:

Category: Radios	
Subcategory: Portable, Dual-Band	Subcategory: Mobile, Single-Band tier II
Subcategory: Portable, Single-Band tier I	Subcategory: Mobile, Single-Band tier III
Subcategory: Portable, Single-Band tier II	Subcategory: Desktop, Dual-Band
Subcategory: Portable, Single-Band tier III	Subcategory: Desktop, Single-Band tier I
Subcategory: Mobile, Dual-Band	Subcategory: Desktop, Single-Band tier II
Subcategory: Mobile, Single-Band tier I	
Category: Base Stations/Repeaters: Single-Band tier I	
Category: Base Station/Repeaters, Single-Band tier II	
Category: Mobile Radio Antennas	

2. Participating State Modifications or Additions to Master Agreement:

- a. The laws of the State of Kansas shall govern this Addendum.
- b. Order of precedence is modified as follows:
 1. State of Kansas Contractual Provisions Attachment (as modified), DA-146a attached and incorporated into this Addendum as Attachment A.
 2. This Participating Addendum
 3. The WSCA Master Price Agreement 06913 and its Exhibits
 4. Contractor's WSCA/NASPO contract proposal including best and final offer.
- c. **Shipping and F.O.B. Point:** Prices shall be F.O.B. DESTINATION, PREPAID AND ALLOWED (included in the price), which means delivered to a state agency's receiving dock without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during regular working hours between 8:00 a.m. and 4:30 p.m., Monday through Friday, except holidays.
- d. **Political Subdivisions:** Political subdivisions (State Agencies, Cities, Counties, School Districts and etc.) are permitted to utilize contracts administered by Procurement and Contracts. Conditions

included in this contract shall be the same for political subdivisions. The State has no responsibility for payments owed by political subdivisions. The vendor must deal directly with the political subdivision.

- e. **Business Procurement Card:** Agencies may use a Business Procurement Card (Visa) in lieu of a state warrant to pay for its purchases. No additional charges will be allowed for using the card.
- f. **State of Kansas Administrative Fee:** Contractor must pay a 1/2% Administrative Fee to the State of Kansas on all purchases (including political subdivisions) made against this contract. The Administrative Fee is to be based upon the total dollars invoiced under the contract. The Administrative Fee shall be made in check form, payable to the "State of Kansas – Procurement and Contracts" and must be paid within 30 days following the end of each quarter.
- g. **Quarterly Reports:** The vendor is required to submit a quarterly report to Procurement and Contracts detailing all acquisitions made by the State from this contract. This report should include as a minimum the agency name, quantity, description and amount.
- h. **Contract Reference Number:** The above number has been assigned to this Contract and MUST be shown on all correspondence or other documents associated with this Request and MUST be referred to in all verbal communications.
- i. **Termination for Convenience:** The Kansas Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Kansas Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.
- j. **Rights and Remedies:** If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

If it is determined, after notice of termination for cause, that Contractor's failure was due to causes beyond the control of or negligence of the Contractor, the termination shall be a termination for convenience.

In the event of termination, the Contractor shall receive payment pro rated for that portion of the contract period services were provided to and/or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

- k. **Hold Harmless:** The Contractor shall indemnify the State against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

1. **Retention of Records:** Unless the State specifies in writing a shorter period of time, the Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

- m. **Antitrust:** If the Contractor elects not to proceed, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.
- n. **Severability:** If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.
- o. **Mandatory Provisions:** The provisions found in Contractual Provisions Attachment (DA-146a) which is attached, are incorporated by reference and made a part of this contract.

4. **Primary Contacts:** The primary contact individuals for this participating addendum are as follows (or their named successors):

Contractor

Name	Aaron Corcoran
Address	PO Box 19072
	Topeka, KS 66619
Telephone	620-282-3354
Fax	847-761-1038
E-mail	aaron.corcoran@motorolasolutions.com

Participating Entity

Name	Brienne Wilkins
Address	Procurements and Contracts
	900 SW Jackson Street, LSOB, 4 th Fl, Rm 451 South
	Topeka, KS 66612
Telephone	785-296-2770
Fax	785-296-7240
E-mail	brienne.wilkins@ks.gov

5. Subcontractors:

All Motorola dealers/resellers/distributors authorized in the State of Kansas, as shown on the NASPO ValuePoint website, are approved to provide sales and service support to participants in the NASPO Master Agreement. The **Motorola** dealer's/resellers/distributors participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

6. Purchase Order Instructions:

All orders should contain the following (1) Mandatory Language "PO is subject to NASPO ValuePoint Contract # 06913 (2) State of Kansas Contract Number: **41150** (3) Your Name, Address, Contact, & Phone-Number (4) Purchase order amount. Please channel your PO through one of our authorized dealers/resellers/distributors so they can arrange for proper ordering and installation of your equipment. During Contract performance, Contractor shall identify and make available to Purchasers upon request a list of subcontractors, dealers, and distributors who will supply products or perform services in fulfillment of Contract requirements. Information shall include their name, the nature of services to be performed or

products to be sold by product category/subcategory, address, telephone, facsimile, email, and federal tax identification number (TIN) (if the company is authorized to sell and invoice for products and services).

7. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: **41150** and the Lead State Master Agreement number: 06913.

8. Individual Customer:

Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

This Participating Addendum and the Master Agreement number 06913 (administered by the State of Washington) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

State of Kansas
 Department of Administration
 DA-146a (Rev. 06-12)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the ____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: March 19, 2024
RE: New and Renewed Contractor Licenses for March 19, 2024.

ISSUE:

The Governing Body is asked to consider and approve the contractor licenses for March 19, 2024.

BACKGROUND:

Attached is the list of contractors who have applied for a new contractor license or license renewal from Neighborhood & Development Services. All of the contractors on the list have completed the requirements necessary to obtain their contractor license for 2024.

ALTERNATIVES:

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

RECOMMENDATION:

Staff recommends the Governing Body approve.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Contractor License March 19, 2024	3/13/2024	Backup Material

CONTRACTOR LICENSE AGENDA
March 19, 2024

2024 NEW

CLASS A GENERAL CONTRACTOR

Nelson Engineering Construction

CLASS B BUILDING CONTRACTOR

M&T Excavation LLC

2024 RENEWAL

CLASS A GENERAL CONTRACTOR

Milestone Custom Homes LLC

CLASS B BUILDING CONTRACTOR

Kells Construction

Tuff Shed, Inc.

CLASS E-SOC SPECIALIZED OTHER CONTRACTOR

Jacob Enns (Windows, Siding & Doors)

Versus Signs LLC (Sign Installer)

CLASS D-E ELECTRICAL CONTRACTOR

DB Electrical Services

That Solar Company LLC

CLASS D-M MECHANICAL CONTRACTOR

Lehman's Heating & Air LLC

CLASS D-P PLUMBING WITH GAS CONTRACTOR

Lehman's Heating & Air LLC



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kori Longoria, Deputy City Clerk
DATE: March 19, 2024
RE: 2024 Taxi License

ISSUE:

The Governing Body is asked to consider and approve the 2024 Taxi License.

BACKGROUND:

Attached is a list of businesses applying for a Taxi License. All the businesses on this list have completed the requirements necessary to obtain their license.

ALTERNATIVES:

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

RECOMMENDATION:

Staff recommends the Governing Body approve the licenses as presented.

FISCAL NOTE:

Fee for a Taxi/Limo License is \$15.

ATTACHMENTS:

Description	Upload Date	Type
License Agenda	3/18/2024	Backup Material

License Agenda

March 19, 2024

2024 Taxi/Limo

Pearls Limo Service