AGENDA
CITY COMMISSION MEETING
TUESDAY, FEBRUARY 4, 2025
1:00 PM
CITY ADMINISTRATIVE CENTER 301 N. 8TH STREET GARDEN CITY, KS 67846

1. Note:

1.A. Pre-Meeting Workshop at 11:00a.m. - 12:00 p.m., located in the Meeting Room at the City Administrative Center for a presentation of the Utility Rate Study for Water, Sewer, and Drainage Utilities presented by Professional Engineering Consultants, P.A., for future Governing Body consideration. Administrative staff will be present and the pre-meeting is open to the public.

Garden City Water Sewer and Stormwater Utility Rate Study Presentation

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

3. PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION

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

4.A. January 21, 2025 Commission Meeting Minutes

1-21-25 City Commission minutes

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

6. CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES

6.A.

Matt Bennett, on behalf of 2107 E. Kansas Avenue, LLC, request the Governing Body consider taking ownership of a private detention pond in Legacy Crossing Addition.

Request Letter
Legacy Crossing Map
Development Agreement
1st Amendment to the Development Agreement

6.B. Steve Dyer, Market Manager for Pioneer Communications, requests Governing Body consideration of a letter of support and a commitment of $20,000 toward a Kansas Adopt 2.0 grant application to install public wi-Fi in strategic locations across Garden City,

including parks, libraries, and community centers.
Request for City of Garden City Local funding letter

7. REPORT OF THE CITY MANAGER

7.A. Presentation of the Muscular Dystrophy Association Boot Block Fundraiser Results

7.B. Presentation of the 2024 Quarter 4 and End of Year Social Media Report from the Communications Department
Quarter 4 Social Media Report & EOY Report

7.C. Presentation of the December Activity Report and 2024 Annual Summary Report.
December Summary Report
2024 Annual Summary Report

7.D. Presentation of the January 2025 Monthly Sales Tax Reports from Service and Finance
Sales Tax Receipts Reports - January 2025

7.E. The City has received correspondence from Cox Communications regarding channel line-up changes.
01-28-2025 - Cox Communication Update

8. MEETINGS OF NOTE

8.A.

- February 3, 2025 - Southwest Kansas Night Out in Topeka from 4:30 p.m. to 7:00 p.m.
- February 13, 2025 - City Commission Training with Mike Conduff at City Administrative Center, Meeting Room from 8:30 a.m. - 1:30 p.m.
- February 15, 2025 - Legislative Coffee at the Garden City Community College Endowment Room at 10:00 a.m.
- February 18, 2025 - Joint Meeting of the Finney County Board of Commissioners, City of Holcomb Council and City of Garden City Commissioners at the City Administrative Center at 11:00 a.m.
- February 21, 2025 - Garden City Area Chamber of Commerce Membership Breakfast at the Clarion Inn at 7:10 a.m.
- February 26, 2025 - Finney County Economic Development Corporation Regular Board Meeting at the City Administrative Center, Chambers at 7:30 a.m.
- March 3, 2025 - Governing Body Goal Setting Retreat at the City Administrative Center, Second Floor Meeting Room at 8:30 a.m.
- March 15, 2025 - Legislative Coffee at the Garden City Community College Endowment Room at 10:00 a.m.
- April 6-8, 2025 - Western Kansas Congressional Delegation Reception in Washington, DC.
- April 19, 2025 - Legislative Coffee at the Garden City Community College Endowment Room at 10:00 a.m.
- May 17, 2025 - Legislative Coffee at the Garden City Community College Endowment Room at 10:00 a.m.

9. CONSIDERATION OF APPROPRIATION ORDINANCE

9.A. Appropriation Ordinance No. 2580-2025A

10. CONSIDERATION OF ORDINANCES AND RESOLUTIONS

10.A. The Governing Body is asked to consider and approve a resolution establishing the time and date of a public hearing for the purpose of giving notice of a public hearing on the advisability of creating a Community Improvement District located at the 2800 Block of East Highway 156.

1. Resolution No. _____-2025, a resolution of the Governing Body of the City of Garden City, Kansas giving notice of a public hearing on the advisability of creating a Community Improvement District in the City to be known as the Icon Cinema Community Improvement District.

Resolution No. _____-2025 (Set CID Public Hearing)

10.B. The Governing Body is asked to consider and approve an ordinance rezoning from "R-3" Multiple Family Residential and "C-2" General Commercial District to "P-F" Public Facilities District for the property generally located at 2505 N. 8th Street.

Vicinity Map
Ordinance No. _____-2025
General Information
PC Minute Excerpts

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

1. Resolution No. _____-2025, a resolution declaring that a financial emergency does not exist for the City of Garden City, Kansas.

Resolution
Responding to a Financial Emergency

10.D. The Governing Body is asked to consider and approve the following resolution regarding the waiver of General Accepted Accounting Principles.

1. Resolution No. _____-2025, a resolution regarding the waiver of General Accepted Accounting Principles ("GAAP") in the preparation of financial statements and financial reports for the City of Garden City, Kansas for fiscal year 2025.

Resolution - GAAP Waiver (2025)

10.E. The Governing Body is asked to consider and approve a resolution not opting in to participate in demand response and aggregations.

1. Resolution No. _____ -2025, a resolution affirming the City of Garden City's decision to not opt-in and not to allow participation of demand response and aggregations of distributed energy resources in wholesale energy markets under orders of the Federal Energy Regulatory Commission.

Resolution Not Opting in to Participation in Demand Response and Aggregations

10.F. The Governing Body is asked to consider and approve the annexation of real property into

the corporate limits of Garden City, Kansas.

1. Ordinance No._____-2025, an ordinance annexing land to the corporate limits of Garden City, Kansas, pursuant to Subsections (a)(2) and (a)(7) of K.S.A. 12-520.

Annexation Map
Annexation Ordinance (K-156 and Morris Substation and KSU)
SCSF2 K156 and Substation Annexation Map 2025
KSU City executed MOU
Consent to Annexation 111819
KSU Request for Water
AnnexationKSU(2020)SIGNED
SCSF2LLC Consent to Annexation 010725
KSA 66-1,176

11. OLD BUSINESS

12. NEW BUSINESS

12.A. The Governing Body is asked to consider and approve a Special Retail Service Contract for electrical power with Radiant Power Solutions, LLC.

Retail Service Agreement GC and RT and KMEA 011825

12.B. The Governing Body is asked to consider and approve a lease agreement with Radiant Power Solutions LLC to lease approximately 3 acres of City property located adjacent to the Jameson Energy Center at 325 S. Jennie Barker Road.

Exhibit A - Radiant Tech Lease of Jameson
Radiant Tech Lease of Jameson (Clean) Final 1.27.25

12.C. The Governing Body is asked to consider and approve leasing 18 vehicles through the Enterprise Fleet Management Program.

EFM Fleet Synopsis - Garden City, KS
Budget
Vehicles

12.D. The Governing Body is asked to consider and approve authorizing the Mayor to sign a lease and service agreement between Safe Haven Baby Boxes, Inc. and the City of Garden City.

Safe Haven Baby Box Final Lease Agreement
Safe Haven Baby Box Location Drawings

12.E. The Governing Body is asked to provide staff direction regarding next steps for the temporary relocation of the Garden City Police Department from the Law Enforcement Center.

1210 Fleming (Old Westlake Building) Proposal

12.F. The Governing Body is asked to consider and approve an appointment to the Community Health Advisory Board.

Rakhi Save's Application
Siddhesh Akerkar's Application

Tyson Brand's Application
Community Health Advisory Board January 14, 2025 Meeting Minutes

12.G. The Governing Body is asked to consider and approve re-appointing Stewart Nelson to a three-year term on the Finney County Economic Development Corporation Board of Directors.
City of GC - FCEDC Reappointment - Nelson 1-21-2025

13. CONSENT AGENDA

13.A. The Governing Body is asked to consider and approve the contractor licenses for February 04, 2025
Contractor License February 04, 2025

13.B. The Governing Body is asked to consider and approve the 2025 Cereal Malt Beverage License.
2-4-25 License Agenda

14. CITY COMMISSION REPORTS

15. COMMISSIONER LANDGRAF

16. COMMISSIONER NGUYEN

17. COMMISSIONER ORTIZ

18. MAYOR CESSNA

19. COMMISSIONER UNRUH

20. OTHER ENTITIES

20.A. Presentation of the October 17, 2024, Holcomb-Garden City-Finney County Area Planning Commission Minutes.
Planning Commission Minutes-October 17, 2024

21. ADJOURN

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Fred Jones, Water Resource Manager
DATE: February 4, 2025
RE:

ISSUE:
Pre-Meeting Workshop at 11:00a.m. - 12:00 p.m., located in the Meeting Room at the City Administrative Center for a presentation of the Utility Rate Study for Water, Sewer, and Drainage Utilities presented by Professional Engineering Consultants, P.A., for future Governing Body consideration. Administrative staff will be present and the pre-meeting is open to the public.

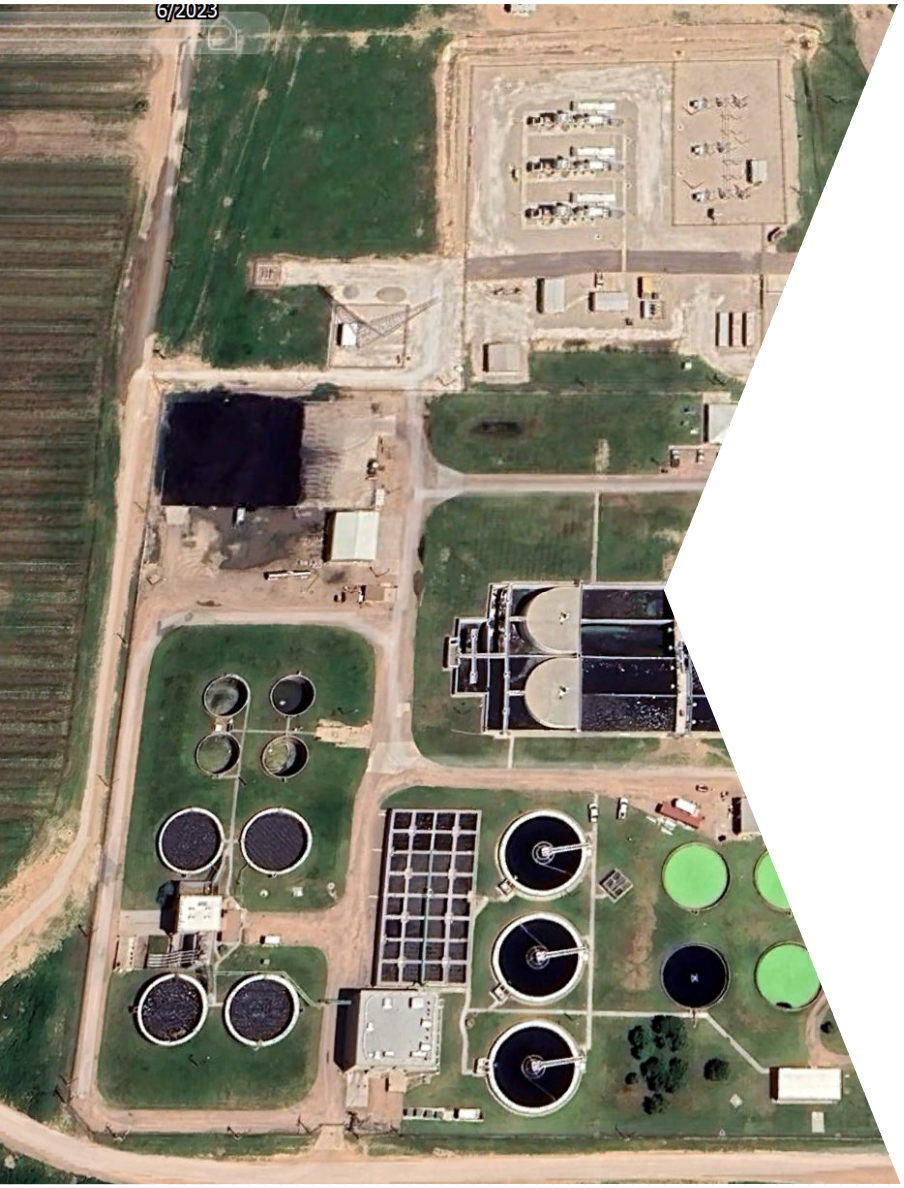
BACKGROUND:
Professional Engineering Consultants, P.A. (PEC) and City staff will have a presentation of the Utility Rate Study for Water, Sewer, and Drainage Utilities. PEC will review current conditions and projected growth of the City's existing customer base as it relates to the the Water, Sewer, and Drainage Utilities and report on their analysis including 5 year capital improvement plans and ensuring revenue to maintain adequate reserve funds for the utilities.

ALTERNATIVES:

RECOMMENDATION:

FISCAL NOTE:

ATTACHMENTS:
Garden City Water Sewer and Stormwater Utility Rate Study Presentation



GARDEN CITY
KANSAS

CITY OF GARDEN CITY • KANSAS

PEC

Garden City Water, Sewer, and Stormwater Utility Rate Study

Purpose for the Rate Study

- Determine the water, sewer, and stormwater rates required to generate enough revenue to meet current and future financial needs
  - Anticipated City growth
  - Addressing aging infrastructure and regulatory requirements
  - Significant amount of current and upcoming capital improvements



Scope

- Evaluate historical data related to the number of customers, water and sewer usage, utility department revenues and expenditures
- Project the number of customers through the planning period of 2025 through 2029 based on historical trends
- Determine required rate adjustments to meet current and future needs
- Evaluate an impervious surface area (ISA) based stormwater rate structure

Historical Water Rates

Base Water Rates				
Meter Size	Oct 2020 - May 2021	June 2021 - May 2022	June 2022 – May 2023	June 2023 – May 2024
¾″	$20.36	$21.53	$22.65	$23.72
1″	$23.10	$24.27	$25.39	$26.46
1.5″	$27.67	$28.84	$29.96	$31.03
2″	$43.65	$44.82	$45.94	$47.01
3″	$77.89	$79.06	$80.18	$81.25
4″	$111.68	$112.85	$113.97	$115.04
6″	$146.38	$147.55	$148.67	$149.74
8″	$237.70	$238.87	$239.99	$241.06

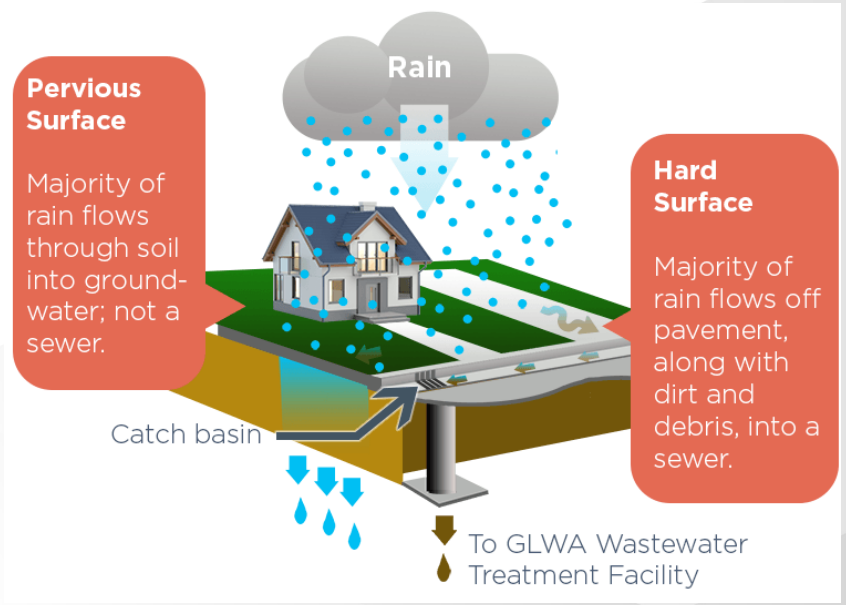
Usage Tier	Usage Rate ($/1,000 gallons)			
	Oct 2020 - May 2021	June 2021 - May 2022	June 2022 – May 2023	June 2023 – May 2024
0-15,000 gallons	$2.68	$2.90	$2.95	$3.01
15,001-30,000	$3.05	$3.30	$3.37	$3.44
30,001-60,000	$3.65	$3.95	$4.03	$4.11
60,001+	$4.47	$4.83	$4.93	$5.03
Commercial	$2.77	$3.00	$3.06	$3.12

Historical Sewer Rates

User Type	Fixed Rate	Rate ($/1,000 Gallons)	Maximum Monthly Charge
Residential	$9.50	$2.00	$67.00
Single Metered Multi-Family, Mobile or Manufactured Home (per dwelling unit)	$21.50	--	--
Commercial	$14.50	$2.00	--

Historical Stormwater Rates

Customer Type	2021	2022	2023
Residential	$2.50	$2.75	$3.00
Multi- Family Residential	$2.00	$2.25	$2.50
Commercial (# of Parking Spaces)			
1-10	$4.00	$4.25	$4.50
11-50	$7.00	$7.25	$7.50
50-200	$12.25	$12.50	$12.75
200+	$23.50	$23.75	$24.00



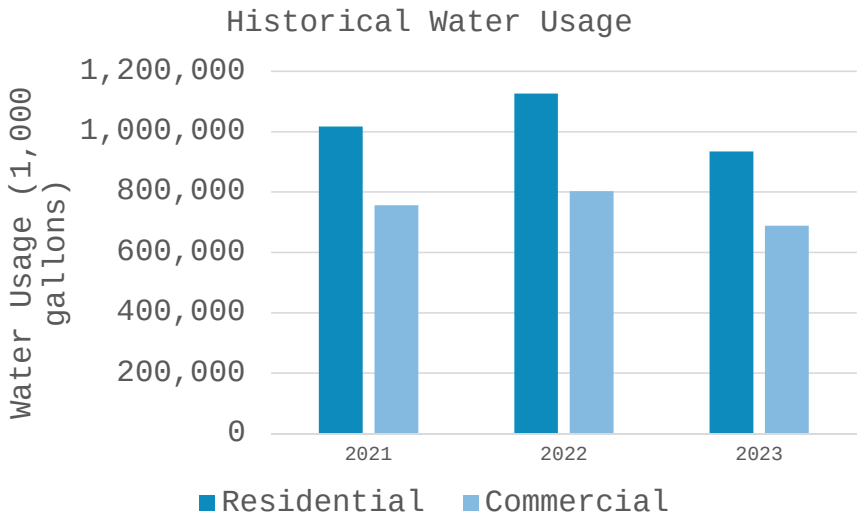
Projected Number of Residential Water and Sewer Customers

Meter Size	2024	2025	2026	2027	2028	2029	Average Annual Growth Rate
3/4"	5,048	5,051	5,054	5,056	5,059	5,062	0.05%
1"	2,507	2,570	2,635	2,701	2,769	2,839	2.52%
1-1/2"	152	153	153	154	154	155	0.36%
2"	117	117	117	117	117	117	0.00%
3"	10	10	10	10	10	10	0.00%
4"	4	4	4	4	4	4	0.00%
6"	1	1	1	1	1	1	0.00%
TOTAL	7,839	7,905	7,973	8,042	8,114	8,187	0.87%

Projected Number of Commercial Water and Sewer Customers

Meter Size	2024	2025	2026	2027	2028	2029	Average Annual Growth Rate
3/4"	306	306	306	306	306	306	0.00%
1"	369	370	371	372	373	374	0.29%
1-1/2"	88	88	88	88	88	88	0.00%
2"	214	217	220	224	227	231	1.54%
3"	44	44	44	45	45	45	0.28%
4"	29	30	30	31	31	32	1.58%
6"	5	5	5	5	5	5	0.00%
8"	2	2	2	2	2	2	0.00%
10"	1	1	1	1	1	1	0.00%
TOTAL	1,058	1,063	1,068	1,073	1,078	1,083	0.47%

Historical Water Usage



Large Commercial Water Account	Annual Usage (1,000 Gallons)	% of Total Usage
Bonanza Bioenergy LLC	195,882	11.2%
Meadowlark Dairy Nutrition LLC (DFA)	132,311	7.5%
East Garden Village	44,638	2.5%
St. Catherine Hospital	25,993	1.5%
Delmer Towns	23,819	1.4%
S&O LLC	16,309	0.9%
Arctic Glacier USA INC	15,631	0.9%
USD #457	15,520	0.9%
Prairie Wind	14,710	0.8%
USD #457	11,244	0.6%

Projected Annual Water Usage (1,000 gal)

Customer Type	2024	2025	2026	2027	2028	2029
Residential	1,046,968	1,057,398	1,068,081	1,079,023	1,090,231	1,101,711
Commercial	757,485	761,774	766,126	770,542	775,023	779,569
Non-Revenue	162,401	163,725	165,079	166,461	167,873	169,315
TOTAL	1,804,453	1,819,172	1,834,206	1,849,564	1,865,253	1,881,280
empirical		292,000	292,000	438,000	438,000	438,000

Projected Number of Stormwater Customers

Customer Type	2024	2025	2026	2027	2028	2029
Residential	7,645	7,708	7,771	7,835	7,899	7,964
Multi-Family Residential	2,302	2,321	2,340	2,359	2,378	2,398
Commercial (# Parking Spaces)						
1-10	469	470	471	472	473	474
11-50	350	351	352	352	353	354
50-200	90	90	90	91	91	91
200+	25	25	25	25	25	25
Total	10,881	10,965	11,049	11,134	11,220	11,306



Capital Improvement Plan (CIP) - Water

Year	Improvement	Projected Cost	Funding Source
2025	Water Reuse Project Design and Construction	$1,090,368	2025 Bond
2025	Land/Water Right Purchase	$2,800,000	2025 Bond
2025	Chestnut Well Offset	$1,216,000	W/WW Fund
2026	Reuse Project Construction	$1,842,316	2026 Bond
2026	Willow Brook Lane - C to A St, Maple from Main to 13th, 13th from Maple to Santa Fe	$1,049,104	2026 Bond
2026	Hattie & North 9th, 9th St St John to KS Ave	$1,352,922	2026 Bond
2027	10th & 11th St - St John to KS Ave	$1,379,949	2027 Bond
2028	Waterline Projects	$5,100,524	2028 Bond
2029	Waterline Projects	$3,045,185	2029 Bond

CIP - Sewer

Year	Improvement	Projected Cost	Funding Source
2025	Wastewater Master Plan Updates	$100,000	2025 Bond
2025	NE Interceptor/Headworks Design	$2,200,000	2025 Bond
2025	WWTP Polymer & UV Improvements	$1,822,000	2025 Bond
2025	Sanitary Sewer Rehab 2	$476,576	2025 Bond
2026	Sanitary Sewer Rehab 3	$392,417	W/WW Fund
2027	Sanitary Sewer Rehab 4	$428,601	2028 Bond
2027	Headworks Construction	$5,000,000	2027 Bond
2027	Interceptor Construction*	$7,650,000	2027 Bond
2028	Interceptor Construction*	$7,650,000	2028 Bond
2028	Sanitary Sewer Rehab 5	$361,121	2028 Bond
2029	Sanitary Sewer Rehabilitation 6	$2,223,000	2029 Bond

*Funding source has not been determined

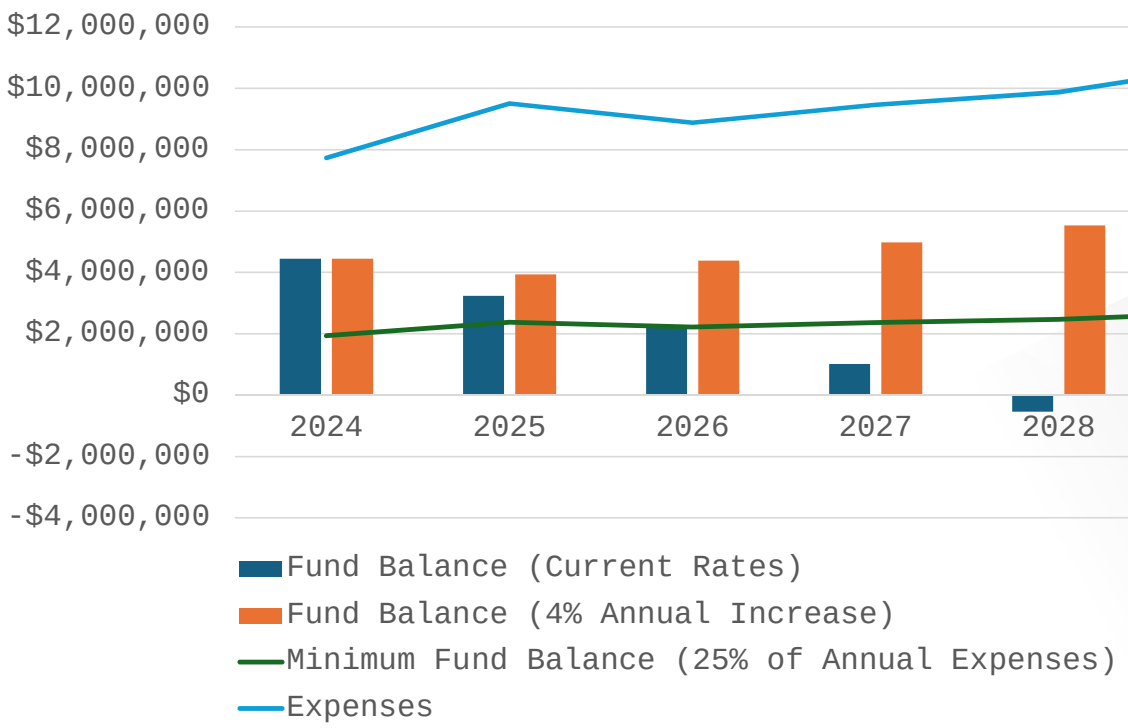
CIP - Stormwater

Year	Improvement	Projected Cost
2025	System Repairs/Improvements	$75,000
2026	System Repairs/Improvements	$75,000
2026	Stormwater Master Plan	$300,000
2027	System Repairs/Improvements	$75,000
2028	System Repairs/Improvements	$75,000
2029	System Repairs/Improvements	$75,000

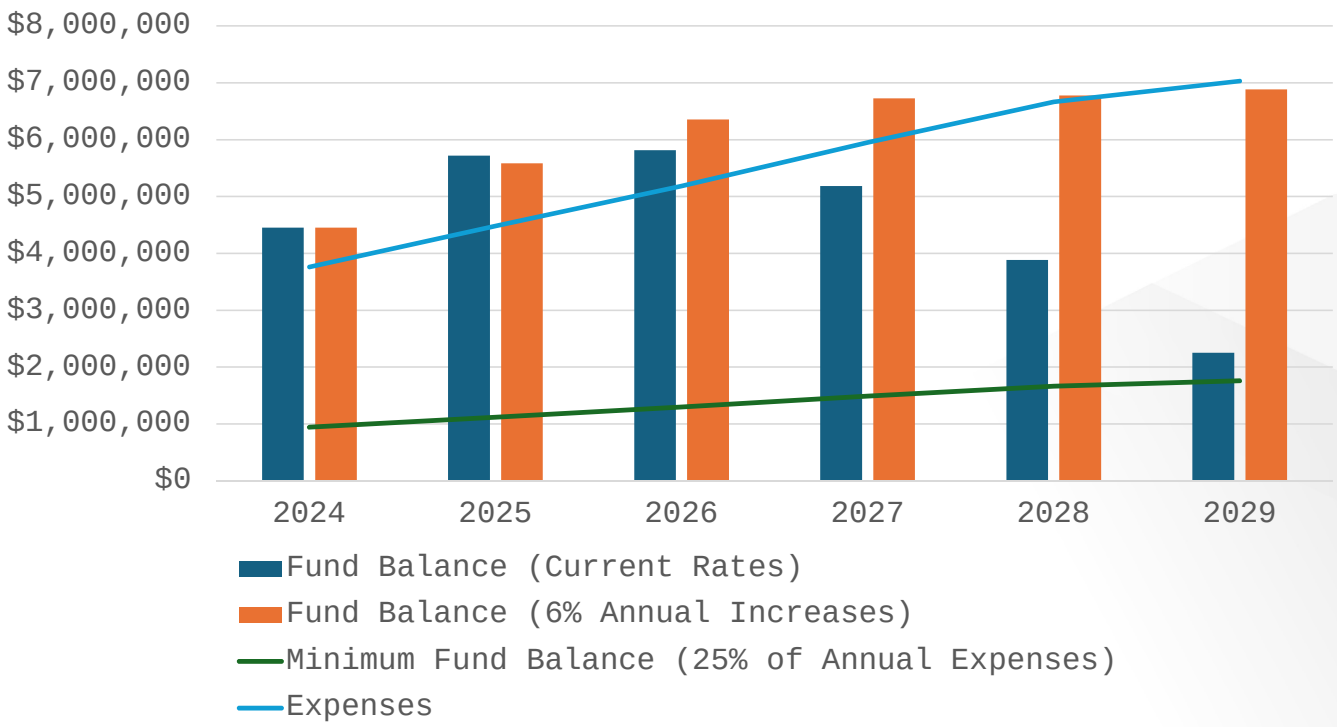
Projected Expenditures – Assumptions Summary

- 5% annual increases personnel, commodity, and capital outlay costs, 3% annual increase in contractual costs
- 1 new water and sewer employee per year, 1 new stormwater employee every other year
- Included assumed costs for electrical, chemicals, water purchase costs, etc. for increase in usage, including empirical
- Split existing debt service between water and sewer, 2024 bond all water
- Assumed transfers to risk management fund, general fund, and admin overhead

Projected Water Fund Balance



Projected Sewer Fund Balance



Water and Sewer Recommendations

- Increase water rates 4% annually and sewer rates 6% annually through 2029
- Compare actual revenues/expenditures to projections annually to adjust rates as needed
- Update rate study at end of planning period

Water Rate Comparison

City	1" Inside City Residential User		6" Inside City Commercial User	
	5,000 gal/month	8,000 gal/month	106,000 gal/month	16,323,500 gal/month
Garden City (current)	$41.51	$50.54	$480.46	$51,079.06
Garden City (4% annual increase)	$50.50	$61.49	$584.55	$62,145.49
Dodge City (current)	$23.93	$32.15	$300.67	$44,736.62
Liberal (current)	$32.73	$46.89	$529.86	$77,076.46
Hays (current)	$49.57	$66.03	$1,591.28	$172,072.01

Sewer Rate Comparison

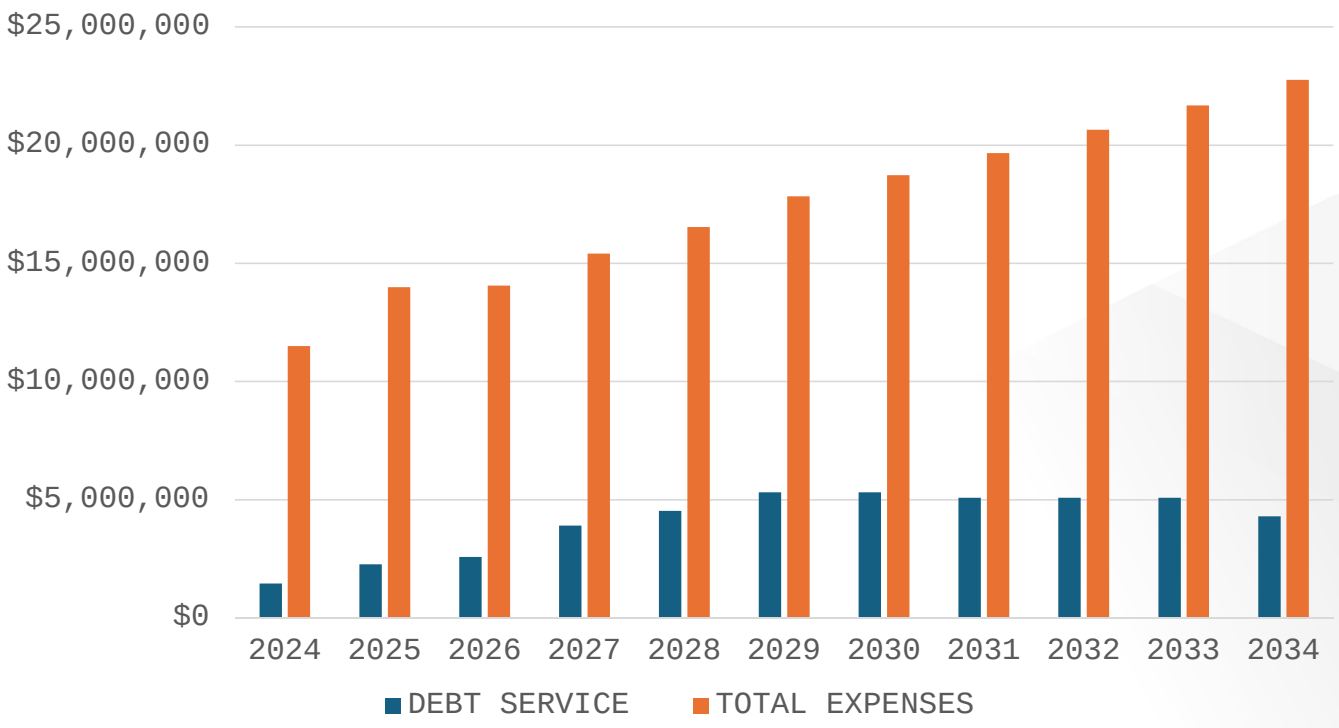
- Last sewer rate change was October 2018, significant inflation since then

City	0.625” Inside City Residential User		2” Inside City Commercial User	
	5,000 gal/month	8,000 gal/month	106,000 gal/month	16,323,500 gal/month
Garden City (current)	$19.50	$25.50	$226.50	$32,661.50
Garden City (6% increase)	$26.10	$34.12	$303.11	$43,708.45
Dodge City (current)	$34.47	$42.81	$315.25	$45,399.90
Liberal (current)	$42.86	$68.24	$922.70	$138,097.37
Hays (current)	$68.73	$91.43	$1,365.92	$124,081.22

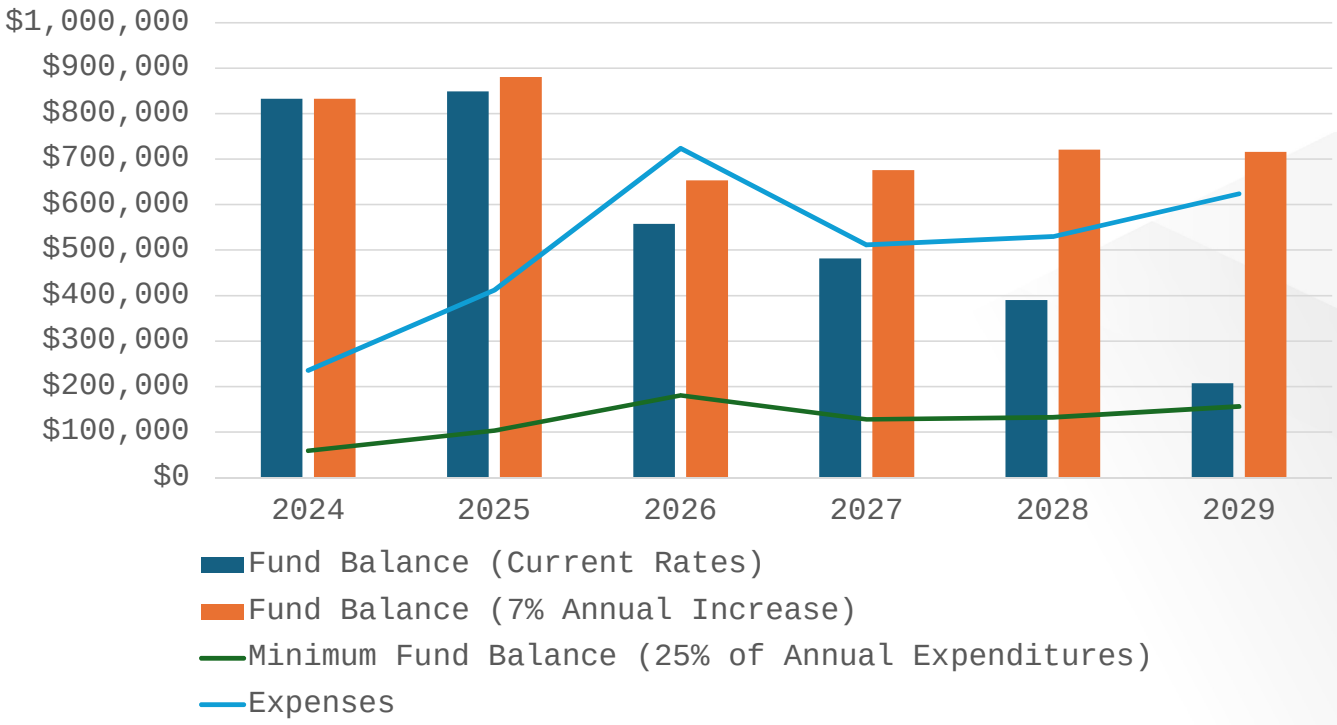
Affordability Determination

- 2023 median household income (MHI) = $72,511 per year, $6,043 per month
  - Typical residential customer (5,000 gal/mo) water + sewer bill $84.62 in 2029, 1.40% of income with 4% annual increase for water and 6% annual increase for sewer
  - EPA considers <4.5% for water + sewer to be affordable

Water and Sewer Fund Total Debt Service

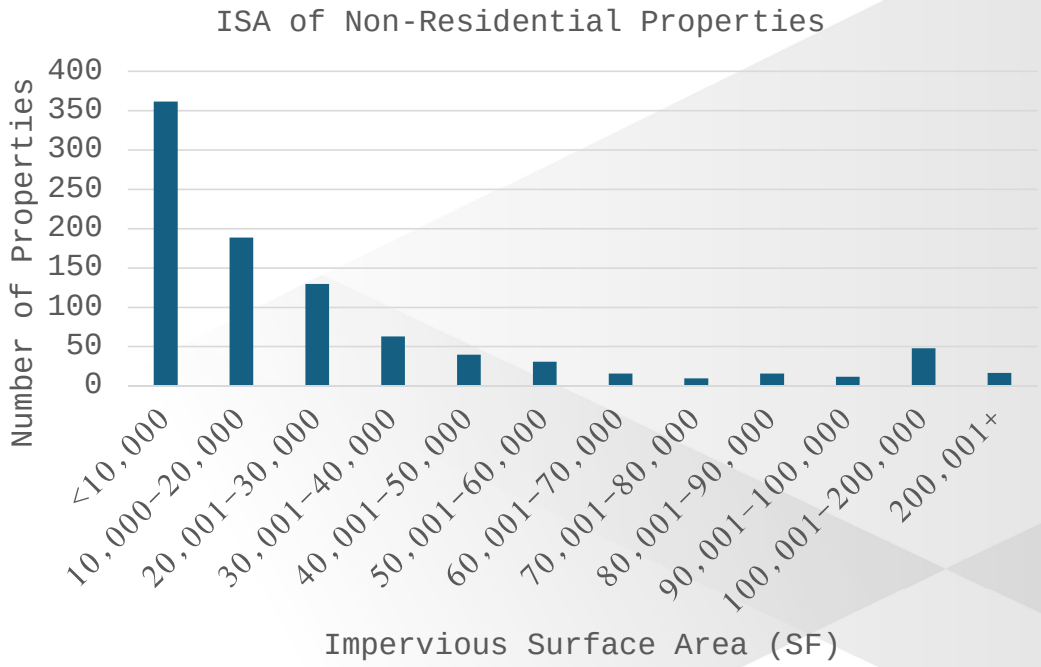


Projected Stormwater Fund Balance (Current Rate Structure)



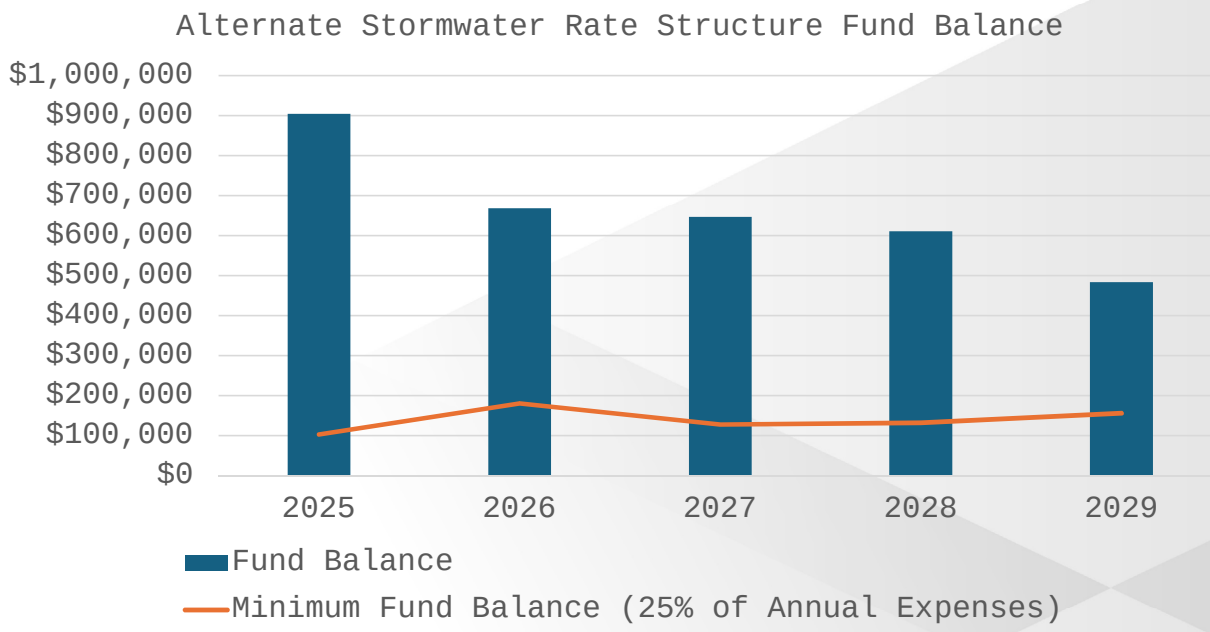
Alternate Stormwater Rate Structure

- Median Non-Residential Impervious Surface Area (ISA): 13,859 square feet (SF)
- Mean Non-Residential ISA: 32,360 SF
- 6,000-7,000 SF range had the most non-residential customers
- Typical residential ISA is 2,700 SF



Alternate Stormwater Rate Structure

- Continue $3/month flat fee for residential and multi-family residential regardless of ISA
- $3/month per 2,500 SF ISA for non-residential customers
- Maximum monthly bill of $50

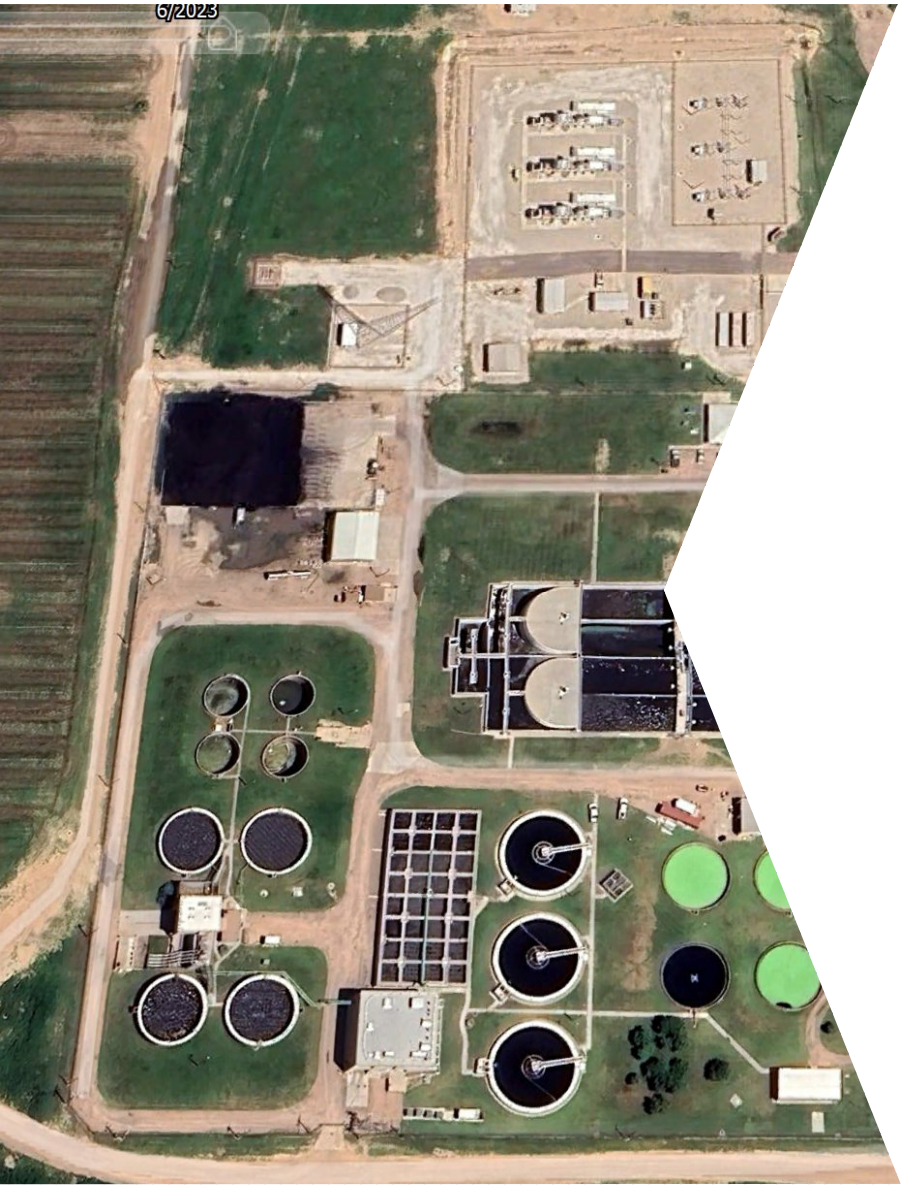


Stormwater Rate Comparison

City	Equivalent Residential Unit (SF)	Residential Rate ($/month)	Non-Residential ($/month)
Garden City (current)	--	$3.00	$4.50-$24.00
Garden City (7% increase)	--	$4.21	$6.31-$33.66
Garden City (ISA-Based)	2,500	$3.00 (flat monthly fee)	$3.00/ERU
Dodge City (current)	--	$1.56	$3.90-$132.91
Liberal (current)	--	$2.00	$2.00
Hays (current)	3,369	$3.62/ERU	$3.62/ERU

Stormwater Recommendations

- Change from current stormwater rate structure to ISA-based rate structure
- Compare actual revenues/expenditures to projections annually to adjust rates as needed
- Update rate study at end of planning period



GARDEN CITY
KANSAS

CITY OF GARDEN CITY● KANSAS

PEC

- This presentation and rate study will be made to the Public Works Utility Advisory Board for their recommendation to the Governing Body

Questions?

THANK YOU!

CITY COMMISSION MEETING
City of Garden City
Tuesday, January 21, 2025
1:00 PM

REGULAR MEETING CALLED TO ORDER AND CITY CLERK ANNOUNCING QUORUM PRESENT

All members were present.

PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION

Mayor Cessna opened the meeting with the Pledge of Allegiance and Invocation.

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

The January 7, 2024 Commission Meeting Minutes were approved as presented.

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

CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES

The Governing Body considered and approved allowing the Mayor to proclaim January 31, 2025 as Girl Scouts of Kansas Heartland Council 100th Anniversary in Garden City, Kansas.

Moved to Approve by Commissioner Landgraf; seconded by Commissioner Ortiz.
Ayes: Commissioner Landgraf, Commissioner Ortiz, Mayor Cessna, Commissioner Nguyen, Commissioner Unruh
Nays: None

REPORT OF THE CITY MANAGER

The Governing Body agreed to host the Annual Goal Setting Retreat on March 3, 2025 at the Finnup Center.

Congratulations to the City of Garden City on the occasion of receiving the Certificate of Achievement for Excellence in Financial Reporting for 2023!

Municipal Court Administrator Beltran presented the 2024 Garden City Municipal Court Annual Report.

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

Presentation of the December 2024 Building Report from Neighborhood & Development Services

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

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

MEETINGS OF NOTE

- January 22, 2025 - Finney County Economic Development Corporation Regular Board Meeting at the City Administrative Center, Chambers at 7:30 a.m.
- January 25, 2025 - Legislative Coffee at the Garden City Community College Endowment Room at 10:00 a.m.
- February 3, 2025 - Southwest Kansas Night Out in Topeka from 4:30 p.m. to 7:00 p.m.
- February 13, 2025 - City Commission Training with Mike Conduff at City Administrative Center, Meeting Room from 8:30 a.m. - 1:30 p.m.
- February 15, 2025 - Legislative Coffee at the Garden City Community College Endowment Room at 10:00 a.m.
- February 21, 2025 - Garden City Area Chamber of Commerce Membership Breakfast at the Clarion Inn at 7:10 a.m
- February 26, 2025 - Finney County Economic Development Corporation Regular Board Meeting at the City Administrative Center, Chambers at 7:30 a.m.

- April 6-8, 2025 - Western Kansas Congressional Delegation Reception in Washington, DC.

CONSIDERATION OF APPROPRIATION ORDINANCE

Appropriation Ordinance No. 2579 - 2025A, “an appropriation ordinance making certain appropriations for certain claims in the amount of $2,500,936.37”, was read and considered section by section.

Moved to Approve by Mayor Cessna; seconded by Commissioner Unruh.
Ayes: Commissioner Landgraf, Commissioner Ortiz, Mayor Cessna, Commissioner Nguyen, Commissioner Unruh
Nays: None

CONSIDERATION OF ORDINANCES AND RESOLUTIONS

Mayor Cessna opened the Public Hearing at 1:30 p.m. for the Governing Body to consider and approve an ordinance making findings regarding a redevelopment district and establishing a redevelopment district at property generally located at 2800 Block of East Highway 156.

Assistant City Manager Burke explained the process of establishing a redevelopment district in Garden City.

There being no further comments from the public, Mayor Cessna closed the public hearing at 1:32 p.m.

1. Ordinance No. 3004 - 2025, an ordinance of the Governing Body of the City of Garden City, Kansas making findings regarding a redevelopment district and establishing a redevelopment district within the City.

Moved to Approve by Commissioner Ortiz; seconded by Commissioner Unruh.
Ayes: Commissioner Landgraf, Commissioner Ortiz, Mayor Cessna, Commissioner Nguyen, Commissioner Unruh
Nays: None

The Governing Body considered and approved an ordinance authorizing a new debt collection services agency for the City of Garden City.

1. Ordinance No. 3003 - 2025, an ordinance approving a contract between Collections Bureau of Kansas Inc. and the City of Garden City, Kansas; authorizing collection services on behalf of the City of Garden City, Kansas.

Moved to Approve by Commissioner Nguyen; seconded by Commissioner Landgraf.
Ayes: Commissioner Landgraf, Commissioner Ortiz, Mayor Cessna, Commissioner Nguyen, Commissioner Unruh
Nays: None

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

1. Resolution No. 3156 - 2025, a resolution designating certain banks, savings and loan associations and federally chartered savings banks as depositories of public funds of the City of Garden City, Kansas, pursuant to the provisions of K.S.A. 9-1401.

Moved to Approve by Commissioner Nguyen; seconded by Commissioner Landgraf.
Ayes: Commissioner Landgraf, Commissioner Ortiz, Mayor Cessna, Commissioner Nguyen, Commissioner Unruh
Nays: None

The Governing Body considered and approved an Environmental Nuisance Resolution.

1. Resolution No. 3157 - 2025, 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 (2316 N 7th Street - Totes, furniture and random items located under the carport of the property).

Moved to Approve by Commissioner Unruh; seconded by Commissioner Nguyen.
Ayes: Commissioner Landgraf, Commissioner Ortiz, Mayor Cessna, Commissioner Nguyen, Commissioner Unruh
Nays: None

OLD BUSINESS

NEW BUSINESS

The Governing Body considered and approved an amendment to a site lease agreement with Verizon Wireless for leased space on a City water tower located at 2406 N. Campus Drive.

Moved to Approve by Commissioner Unruh; seconded by Commissioner Ortiz.
Ayes: Commissioner Landgraf, Commissioner Ortiz, Mayor Cessna, Commissioner Nguyen, Commissioner Unruh
Nays: None

The Governing Body considered and approved the Collection Contract with CBK, Inc. for collection of delinquent customer accounts and Municipal Court fines and fees at the City of Garden City.

Moved to Approve by Commissioner Unruh; seconded by Commissioner Nguyen.
Ayes: Commissioner Landgraf, Commissioner Ortiz, Mayor Cessna, Commissioner Nguyen, Commissioner Unruh
Nays: None

The Governing Body considered and approved authorizing the Mayor to sign an engagement letter with Lewis, Hooper & Dick, LLC to perform financial auditing services for the City of Garden City for the years ending December 31, 2024-2026.

Moved to Approve by Commissioner Landgraf; seconded by Commissioner Ortiz.
Ayes: Commissioner Landgraf, Commissioner Ortiz, Mayor Cessna, Commissioner Nguyen, Commissioner Unruh
Nays: None

Commissioner Ortiz stepped down from his seat at the bench.

The Governing Body considered and approved negotiating a contract with Hutton Design + Build and GMCN Architects for architectural services for Lee Richardson Zoo.

Moved to Approve by Commissioner Nguyen; seconded by Commissioner Unruh.
Ayes: Commissioner Landgraf, Mayor Cessna, Commissioner Nguyen, Commissioner Unruh
Nays: None
Abstaining: Commissioner Ortiz

Commissioner Ortiz returned to his seat at the bench.

The Governing Body considered and approved authorizing the Mayor to sign a Funding Commitment Letter for the 2025 RAISE grant application for a grade-separated crossing at U.S. 83/50/400 and Spruce Street.

Moved to Approve by Commissioner Unruh; seconded by Commissioner Ortiz.
Ayes: Commissioner Landgraf, Commissioner Ortiz, Mayor Cessna, Commissioner Nguyen, Commissioner Unruh
Nays: None

The Governing Body considered and approved authorizing the Mayor to sign the Development Agreement between the City of Garden City and 4-A's Properties Inc for the Community Improvement District generally located at 401 E. Kansas Avenue.

Moved to Approve by Commissioner Ortiz; seconded by Commissioner Landgraf.

Ayes: Commissioner Landgraf, Commissioner Ortiz, Mayor Cessna, Commissioner Nguyen, Commissioner Unruh
Nays: None

CONSENT AGENDA

Mayor Cessna moved to Approve the following items on the Consent Agenda; seconded by Commissioner Unruh.
Ayes: Commissioner Landgraf, Commissioner Ortiz, Mayor Cessna, Commissioner Nguyen, Commissioner Unruh
Nays: None

The Governing Body considered and approved the Border States bid for 30 pad-mounted transformers at $138,520.48.

The Governing Body considered and approved the contractor licenses for January 21, 2025

The Governing Body considered and approved the Precious Metals Dealer/Pawnbroker License for 2025.

CITY COMMISSION REPORTS

MAYOR CESSNA

Mayor Cessna congratulated the Service and Finance Department on 29 consecutive years of receiving the Certificate of Achievement for Excellence in Financial Reporting. Mayor Cessna congratulated the Girl Scouts of Kansas Heartland on their 100th anniversary. Mayor Cessna expressed his appreciation for Garden City Regional Airport and congratulated them on a record number of enplanements.

COMMISSIONER LANDGRAF

Commissioner Landgraf thanked those were apart of the zoo projects selection committee and stated he enjoyed being able to serve on the selection committee. Commissioner Landgraf stated he enjoyed the pre-meeting presentation regarding the GCPD temporary housing facility. Commissioner Landgraf thanked staff and first responders who are working in the cold temperatures.

COMMISSIONER NGUYEN

Commissioner Nguyen stated he enjoyed the pre-meeting presentation regarding the GCPD temporary housing facility. Commissioner Nguyen congratulated the Girl Scouts of Kansas Heartland on their 100th anniversary. Commissioner Nguyen stated he enjoyed speaking with students from the K-State Staley School of Leadership.

COMMISSIONER ORTIZ

Commissioner Ortiz thanked staff and first responders who are working in the cold temperatures and encouraged citizens to bring their pets inside and stay safe.

COMMISSIONER UNRUH

Commissioner Unruh stated he enjoyed the pre-meeting presentation regarding the GCPD temporary housing facility. Commissioner Unruh congratulated the Girl Scouts of Kansas Heartland on their 100th anniversary. Commissioner Unruh congratulated the Service and Finance Department of 29 consecutive years on receiving the Certificate of Achievement for Excellence in Financial Reporting. Commissioner Unruh thanked staff and first responders who are working in the cold temperatures. Commissioner Unruh expressed his appreciation for Garden City Regional Airport.

OTHER ENTITIES

Presentation of the December 19, 2024 minutes from the Garden City Regional Airport.

Presentation of the October 8, 2024, Garden City Board of Zoning Appeals Minutes.

Presentation of the January 14, 2025 Zoo Advisory Board minutes.

ADJOURN

GARDEN CITY
— KANSAS —

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Aleecya Charles, Assistant Neighborhood & Development Services Director
DATE: February 4, 2025
RE: Detention Pond Ownership Request in Legacy Crossing Addition

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ISSUE:
Matt Bennett, on behalf of 2107 E. Kansas Avenue, LLC, request the Governing Body consider taking ownership of a private detention pond in Legacy Crossing Addition.

BACKGROUND:
2107 East Kansas Avenue, LLC is requesting that the City of Garden City take ownership of their detention pond facility in Legacy Crossing Addition. The detention pond is +/- 0.5 acres and serves the entire commercial development including the six lots and public streets. The pond was built large enough such that the individual lots will not be required to have their own detention facilities. The Certificate of Completion was completed by the developer on December 7, 2023, which states that all of the public infrastructure was completed in accordance with City Building and Subdivision Regulations and the negotiated terms of the development agreement. The City inspected the infrastructure and signed the Notice of Acceptance on December 7, 2023. After public infrastructure has been completed and inspected, the developer is required to maintain the infrastructure for one year before the City takes over the maintenance of the infrastructure. However, the detention pond is not one of those items and remains the maintenance responsibility of the developer.

The City does currently own and maintain at least two detention ponds in residential subdivisions: the southwest pond in Chappel Heights Fourth Addition and Sunflower Crossing. The detention pond in Chappel Heights Fourth Addition serves a dual purpose and as part of their open and dedicated space for a park. It should also be noted that this maintenance was identified in the development agreement prior to the project commencing. The City also maintains regional detention facilities such as Forest Lake Park, Bob Halloran Park, Schulman Pond and East Side Retention Pond.

If the City Commission denies the request, there is no further action needed. If the City Commission is interested approving the request, staff recommends directing staff to prepare and amendment to the development agreement to reflect a change in maintenance responsibilities between the parties.

ALTERNATIVES:
1. The Governing Body may approve the request from 2107 E. Kansas Avenue to take ownership of the detention pond and direct staff to prepare an amendment to the development agreement.
2. The Governing Body may deny the request from 2107 E. Kansas Avenue, LLC to take ownership of the detention pond.

3. The Governing Body may provide staff with alternative direction.

RECOMMENDATION:

Staff recommends the Governing Body deny the request from 2107 E. Kansas Avenue, LLC to take ownership of the detention pond.

FISCAL NOTE:

There is no fiscal impact associated with denying the request. If the City Commission approves the request, there would be staff resources dedicated to maintenance of the detention pond from this point forward.

ATTACHMENTS:

Request Letter
Legacy Crossing Map
Development Agreement
1st Amendment to the Development Agreement

Dream First Bank
Imagine your future.

December 16, 2024

Dear City of Garden City Commission,

On behalf of 2107 East Kansas Avenue, LLC who is the developer of Legacy Crossing, I would like to request that the City of Garden City take ownership of the detention pond located within the development further described as Lot 2 Block 3. It is an approximate .5 acre tract that was built during the infrastructure phase of the project and was completed in 2023. We believe since the City accepted the infrastructure of the development that it makes sense for the City to also own the detention pond.

We appreciate the City and the Commission's support of Legacy Crossing, and we hope you share our excitement to see the new businesses that have been built within the development. Thank you for the consideration of our request.

Sincerely,

Chris Floyd
Manager
2107 East Kansas Ave, LLC

Legacy Crossing Addition Detention Pond



Legend

Municipal Boundaries

Detention Pond

GARDEN CITY
KANSAS

0 95 190 380 Feet

N

42

2107 E. KANSAS, LLC (CAMPUS AND KANSAS CID)
DEVELOPMENT AGREEMENT
CITY OF GARDEN CITY, KANSAS

THIS 2107 E. KANSAS, LLC DEVELOPMENT AGREEMENT ("Agreement") is made and entered into on June 18, 2019 (the "Effective Date"), by and between the City of Garden City, Kansas, a municipal corporation ("City"), and 2107 E. Kansas, LLC, a Kansas limited liability company (the "Developer"). The City and Developer are collectively referred to herein as the "Parties", and each, a "Party").

RECITALS

A. The Developer is the owner of certain real property located in the City of Garden City, Kansas, legally described on the attached **Exhibit A** (the "Property").

B. The Developer intends to redevelop the Campus Drive and Kansas Avenue generally described as planning, design, construction, maintenance, and procurement of certain commercial improvements, all as more particularly described and identified on **Exhibit B** (the "Project").

C. The Parties agree that construction of the Project is to their mutual benefit.

D. The City has authority to undertake tax increment financing pursuant to the Kansas Tax Increment Redevelopment Act, as set forth in K.S.A. 12-1770 *et seq.* (the "TIF Act") in order to finance, in part, the development of the Project.

E. The City has the authority to create a community improvement district ("CID") pursuant to K.S.A. 12-6a26 *et seq.*, as amended from time to time (the "CID Act"), for the purpose of financing certain economic development related projects. Under the CID Act, the owners of the land within the boundaries of a proposed CID may petition the City to request the creation of a CID and the imposition of a community improvement district sales tax within the CID to pay for or reimburse the costs of a portion of the development project.

F. To promote the general and economic welfare of the City and facilitate the construction of the Project, the City has authorized tax increment financing for a portion of the Project and authorized the creation of a CID that includes the Property and other property within the City.

G. On March 7, 2019, the City approved Ordinance No. 2828-2019, which found that the Property was an "eligible area" as defined in the TIF Act and created a redevelopment district (the "TIF District") that includes the Property, all pursuant to the TIF Act.

H. The Developer presented information necessary and assisted in the preparation of the 2019 Redevelopment District Tax Increment Financing Redevelopment Project Plan (the "Project Plan") for the Property within the TIF District. The City and Developer presented the Project Plan to the Holcomb-Garden City-Finney County Planning Commission, and on April 18, 2019, the planning commission determined that the Project Plan is consistent with the

comprehensive plan for development of the City. A copy of the Project Plan is attached hereto as **Exhibit E**.

I. On May 7, 2019, the City adopted Resolution No. 2811-2019, giving notice of a public hearing to be held on June 18, 2019 regarding the advisability of approving the Project Plan.

J. On June 18, 2019, the Governing Body of the City approved the Project Plan by the adoption of Ordinance No. 2838 -2019 (the "TIF Ordinance"), which provides for Pay-As-You-Go-Reimbursement of eligible Project Costs from the capture of real property tax increment within the TIF District.

K. On April 9, 2019, the Developer submitted a petition (the "CID Petition") to the City requesting the formation of a CID (the "CID District" and collectively with the TIF District, the "District") for purposes of financing certain costs related to the Project. A copy of the CID Petition is attached as **Exhibit C**. The depiction of the boundaries of the District is attached as **Exhibit D**.

L. On May 7, 2019, the City adopted Resolution No. 2810-2019, giving notice of a public hearing to be held on June 18, 2019 regarding the advisability of creating the CID District.

M. On June 18, 2019, the Governing Body of the City approved the creation of the CID District through the adoption of Ordinance No. 2837- 2019 (the "CID Ordinance"). As was contemplated in the Petition, the CID Ordinance approved certain private improvements related to the Project and within the CID District to be financed with Pay-As-You-Go Reimbursement (as defined herein) from revenue generated by the imposition of an additional one percent (1.0%) retailers' sales tax on all taxable sales within the CID District (the "CID Sales Tax")

N. The parties wish to enter into this Agreement to establish their respective rights, duties, and obligations as they relate to the Project, and to establish the terms and conditions relating to the City's reimbursement of the Developer for certain TIF Eligible Project Costs from the available property tax increment and reimbursement of the Developer for certain CID Eligible Project Costs from the CID Sales Tax generated within the CID District.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01. Definitions of Words and Terms. Capitalized words used in this Agreement which are not otherwise defined herein shall have the meanings set forth below:

"Applicable Laws and Requirements" means any applicable constitution, treaty, statute, rule, regulation, ordinance, resolution, order, directive, code, interpretation, judgment,

decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by Governmental Authority.

"Certificate of Expenditures" means a certificate relating to TIF Eligible Project Costs, or CID Eligible Project Costs by the Developer for the City's approval and reimbursement in accordance with this Agreement, in substantially the form attached and incorporated as **Exhibit F**.

"Certificate of Completion" means a certificate evidencing completion of the Project, in substantially the form attached and incorporated as **Exhibit G**.

"CID Act" means K.S.A. 12-6a26 *et seq.*, as amended and supplemented from time to time.

"CID Eligible Project Costs" means the costs and expenses of the Project to be reimbursed with Pay-As-You-Go Financing pursuant to this Agreement, but only to the extent such costs and expenses are (i) "costs" as defined in the CID Act, and (ii) approved by the City pursuant to Section 3.02 of this Agreement, and including the eligible categories of expenses set forth on the Project Budget attached hereto as **Exhibit H**. CID Eligible Project Costs shall not include costs for repair or maintenance, or any other costs or expenses incurred with respect to any portion of the Project after the City's approval of a submitted Certificate of Completion for the Project or such portion of the Project.

"CID Collection Period" means the period that commences on the date that the CID Sales Tax is imposed and concludes on the date which is the earlier of the following: (i) date that Developer has been reimbursed for all CID Eligible Project Costs by Pay-As-You-Go Financing, (ii) the date which is twenty-two (22) years from the date that the CID Sales Tax is first imposed, or (iii) the date on which this Agreement is terminated.

"CID Ordinance" means Ordinance No. 2837 - 2019, adopted by the Governing Body on June 18, 2019.

"CID Petition" means that certain petition submitted by the Developer, a copy of which is attached as **Exhibit C**, which includes the estimated Project Budget.

"CID Sales Tax" means the one percent (1.0%) sales tax levied within the CID District pursuant to the CID Act.

"CID Sales Tax Fund" means the separate fund established by the City for deposit of the CID Sales Tax, collected within the CID District and distributed to the City by the State, and that is used to reimburse the Developer for the CID Eligible Project Costs.

"Construction Plan" means plans, drawings, specifications and related documents, and construction schedules for the construction of the Project, together with all supplements, amendments or corrections, submitted by the Developer and approved by the City in accordance with this Agreement.

"Excusable Delays" means any delay in the performance of obligations under this Agreement beyond the reasonable control of the party affected, including, but not limited to, delay caused by damage or destruction by fire or other casualty, strike, war, riot, sabotage, act of public enemies, alien invasion, epidemics, default of an individual or entity not party to this Agreement, shortage of materials, unavailability of labor, adverse weather conditions such as, by way of illustration and not limitation, severe rain or snow storms or below freezing temperatures of abnormal degree or abnormal duration, tornadoes, earthquake, flood, and any other events or conditions, which shall include but not be limited to any pending or threatened litigation interfering with or delaying the construction of all of any portion of the Project in accordance with this Agreement, and which in fact prevents the party so affected from discharging its respective obligations hereunder.

"**Financing Cost**" means those costs approved by the City in compliance with this Agreement, incurred by the Developer in connection with private financing (which may include loans or other indebtedness) to pay TIF Eligible Project Costs and CID Eligible Project Costs, including interest costs and fees associated with such private financing or the refunding or refinancing of any such private financing, from the time such costs are incurred until the time such costs are reimbursed from Project Funds. If Developer pays for any TIF Eligible Project Costs and CID Eligible Project Costs with cash or cash equivalents, Financing Costs shall also include interest to the Developer on such cash expenditures at a rate per annum equal to the Developer's actual cost of any borrowed funds used to pay Project Costs, as demonstrated to the City under this Agreement; provided that reimbursable interest on private financing shall not exceed the New York Prime Rate Interest Rate, as reported by the Wall Street Journal (Midwest Edition), adjusted monthly, plus 3.0%. Notwithstanding the stated reimbursable interest rate cap stated in the previous sentence, if the interest rate on Developer's private financing exceeds the stated cap, and the Developer demonstrates to the City, and the City, after reasonable and good faith deliberation, determines that the prevailing interest rate on borrowed funds for projects of similar size and location to the Project, is higher than the stated cap, reimbursable interest on private financing or Developer's cash expenditures may exceed the stated cap at a equal to the lesser of the Developer's actual cost of borrowed funds used to pay TIF Eligible Project Costs and CID Eligible Project Costs or the prevailing interest rate for similar project, as determined under this paragraph.

"Governmental Approvals" means all plat approvals, re-zoning or other zoning changes, approvals, conditional use permits, variances, building permits, architectural review or other subdivision, zoning or similar approvals required for the implementation of the Project and consistent with this Agreement.

"Governmental Authorities" means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any type of any governmental unit (federal, state or local) whether now or hereafter in existence.

"Pay-As-You-Go Financing" means the reimbursement to the Developer of TIF Eligible Project Costs, pursuant to K.S.A. 12-1770 et seq, or CID Eligible Project Costs, pursuant to K.S.A. 12-6a34, from time to time as such expenses are documented and funds are available in the TIF Revenue Fund or CID Sales Tax Fund, as further provided in this Agreement.

"Permitted Subsequent Approvals" means the building permits and other Governmental Approvals customarily obtained prior to construction but which have not been obtained on the date that this Agreement is executed, and which the City or other governmental entity has not yet determined to grant.

"Plans" means construction plans and all other Governmental Approvals necessary to construct the Project in accordance with the Garden City Code, applicable laws of Governmental Authorities and this Agreement.

"Project" has the meaning given it in paragraph B of the Recitals to this Agreement.

"Project Costs" means the costs and expenses of designing, developing, construction, and completing the Project, including the TIF Eligible Project Costs and CID Eligible Project Costs.

"Project Budget" means the budget for the Project, attached as **Exhibit H**, as such Project Budget may be modified from time to time in accordance with this Agreement.

"Property" means the real property within the boundaries of the District and upon which the Project will be constructed and completed, which is legally described on **Exhibit A** and depicted on **Exhibit D**.

"State" means the state of Kansas.

"Term" means that certain period from the Effective Date through that date on which this Agreement expires as set forth in Section 4.01.

"**TIF Act**" means the tax increment finance act contained in K.S.A. 12-1770 et seq.

"**TIF Eligible Project Costs**" means "redevelopment project costs" as defined in the TIF Act and as set forth in the approved Project Plan, including the eligible categories of expenses set forth on the Project Budget attached hereto as **Exhibit H** and Financing Costs as defined by this Agreement.

"**TIF Revenue**" means the incremental increase in ad valorem real property taxes generated within the in the TIF District above the ad valorem property taxes generated by levy on the current taxable valuation of the TIF District and available under the TIF Act.

"**TIF Revenue Fund**" means the 2019 Redevelopment District TIF Revenue Fund, created pursuant to the TIF Act and Section 4.01A hereof.

Section 1.02. Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement.

A. The terms defined in this article include the plural as well as the singular.

B. All accounting terms used but not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made in accordance with generally accepted accounting principles.

C. All references herein to "generally accepted accounting principles" refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.

D. All references in this instrument to designated "Articles," "Sections" and other subdivisions of this instrument refer to this Agreement as originally executed.

E. The Article and Section headings herein are for convenience only and shall not affect the construction of this Agreement.

F. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section. The resolutions and ordinances of the City introduced or adopted by the City Commission which designate the TIF District, the Project Plan approved by the City for the TIF District, the creation of the CID District, and the provisions of the CID Act and TIF Act (as defined herein and as amended), are hereby incorporated herein by reference and made a part of this Agreement, subject in every case to the specific terms hereof.

ARTICLE II
THE PROJECT

Section 2.01. Construction of Project. Subject to the terms and conditions of this Agreement and the final Plans approved by the City and in accordance with the building permits issued, the Developer agrees to construct and complete or cause the construction and completion of the Project.

Section 2.02. Governmental Approvals. Before commencement of construction or development of any buildings, structures or other work or improvements related to the Project, the Developer shall, at its own expense, secure or cause to be secured any and all Governmental Approvals which may be required by the City or any other Governmental Authorities having jurisdiction as to such construction, development or work. The City shall cooperate with and provide all usual assistance to the Developer in securing these permits and approvals, and shall diligently process, review and consider all such permits and approvals as may be required by law; except that the City shall not be required to issue any such permits or approvals for any portion of the Project not in conformance with this Agreement. Nothing in this Agreement shall constitute a waiver of the City's right to consider and approve or deny Governmental Approvals pursuant to the City's regulatory authority as provided by the Garden City Code and Applicable Laws and Requirements.

Section 2.03. Project Schedule. The Developer will commence demolition of existing blighted improvements and construction of the Project in a good and workmanlike manner within one hundred and eighty (180) days of this signed Agreement. The Developer shall cause

the Project to be completed in accordance with the terms of this Agreement and with due diligence with the intention to complete the Project as provided in the CID Petition and Project Plan.

Section 2.04. Intentionally Omitted.

Section 2.05. Project Budget. The Project shall be constructed substantially in accordance with the projected budget attached hereto as **Exhibit G**. However, the Parties acknowledge the Project Budget overall and each specific line item represents a best estimate of the cost of the Project and each Project component as of the Effective Date of this Agreement. No Project Costs set forth in the Project Budget shall require the Developer to expend a specific amount for any portion of the Project or individual Project Cost line item, and no liability shall attach to the Developer for expenditure of more or less on any specific Project component or Project Cost line item than is contained in the Project Budget. The Developer may modify or amend the Project Budget at any future date by written consent of the City, approved by the City Manager, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, the City's consent shall not be required to the extent a particular line item in the Project Budget increases by less than 10% from the figure shown on the Project Budget; however, the Developer shall notify the City in writing of increases of less than 10% and submit an amended Project Budget to the City.

Section 2.06. Rights of Access. Representatives of the City shall have the right of access to the Property, without charges or fees for such access, at normal construction hours during the period of construction, for the purposes of ensuring compliance with this Agreement, including, but not limited to, the inspection of the work being performed in constructing, improving, equipping, and installing the Project, so long as they comply with all safety rules. Except in cases of emergency, prior to any exercising its right to access the Property, the City will provide reasonable advance notice to the Developer or the on-site project manager. Such representatives of the City shall carry proper identification, shall insure their own safety, assuming the risk of injury, and shall not interfere with the construction activity. The right of access granted by this Section shall be in addition to the City's right to access the Property in the exercise of its proper authority to regulate and provide for the public health, safety, and welfare.

Section 2.07. Periodic Meetings. From the Effective Date until full completion of the Project, Developer agrees to meet with the City and/or its agents or consultants at such intervals as the City and any such designee shall reasonably request and upon reasonable advance written notice, to review and discuss the development and construction of the Project.

Section 2.08. Certificate of Completion. Promptly after full completion of the Project or in accordance with the provisions of this Agreement, the Developer shall submit a Certificate of Completion to the City. "Full completion" shall mean the Developer shall have been granted a Certificate of Occupancy by the City Building Official for all portions of the Project, and shall have completed all work as required by this Agreement and the Plans with respect to all phases of the Project. The Certification of Completion shall be in substantially the form attached as **Exhibit G**. The City shall, within ten (10) days following delivery of the Certificate of Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Completion. The

City's execution of the Certificate of Completion shall constitute evidence of the satisfaction of the Developer's agreements and covenants to construct the Project (as applicable).

ARTICLE III
PROJECT FINANCING

Section 3.01. Project Costs. The Developer, using private equity and/or debt, shall be solely responsible for and shall advance all Project Costs necessary to complete the Project. The City agrees to reimburse the Developer for the TIF Eligible Project Costs, solely from revenue collected by the City in the TIF Revenue Fund, and CID Eligible Project Costs, solely from revenue collected by the State from levy of the CID Sales Tax and deposited in the CID Sales Tax Fund, on a "Pay-As-You-Go" basis and subject to the terms of this Agreement.

Section 3.02. Certification of TIF Eligible Project Costs and/or CID Eligible Project Costs.

A. Certificates of Expenditures. From time to time after the date of the City's approval of a certificate of occupancy for the first building in the Project, the Developer may submit to the City a Certificate of Expenditures, in the form attached as **Exhibit F**, for purposes of (i) certifying the amount of TIF Eligible Project Costs CID Eligible Project Costs for which reimbursement is then sought, and (ii) verifying that such costs were actually incurred by the Developer for purposes of completing the Project; the Developer shall clearly identify whether it is seeking reimbursement from TIF or CID revenues on such Certificate. The Developer shall provide itemized invoices, receipts, any lien waivers from vendors, contractors or subcontractors, and evidence of completion of the work for which reimbursement is sought, or other information reasonably requested by the City to confirm that such costs were incurred, and are eligible for reimbursement under the CID Act, TIF Act and this Agreement, and which, together with previous payments, do not exceed the budgeted amounts shown on the Project Budget as amended from time to time. The City reserves the right to have its agents or employees inspect all work and records for which a Certificate of Expenditures is submitted. Certificates of Expenditures may not be submitted more frequently than once per month.

B. Review and Approval. The City Manager shall have thirty (30) calendar days after receipt of a Certificate of Expenditures and all supporting documentation to review and respond by written notice to the Developer. If the submitted Certificate of Expenditures and supporting documentation demonstrates that: (1) the request relates to eligible "costs," as defined in the TIF Act, CID Act, TIF Eligible Project Costs and CID Eligible Project Costs, as defined in this Agreement, (2) the work for which payment was made and reimbursement is sought has been completed in accordance with this Agreement; (3) the Developer is not in default under this Agreement; and (4) there is no fraud on the part of the Developer, then the City Manager shall approve the Certificate of Expenditures and all TIF Eligible Project Costs described therein shall be eligible for reimbursement from the TIF Revenue Fund and all CID Eligible Project Costs described therein shall be eligible for reimbursement from the CID Sales Tax Fund to the extent of funds deposited therein, pursuant to this Article. If the City Manager determines that a portion of the expenditures listed within the submitted Certificate of Expenditures and supporting documentation for such expenditures should not be approved or that more information about such expenditures is necessary, the City Manager may deny the Certificate of Expenditures, in

part, and shall notify the Developer of such determination in writing, setting forth in detail the basis for the denial for each such expenditure. If the City notifies the Developer of any deficiency or of its disapproval of a Certificate of Expenditures, the Developer shall have the opportunity to cure any deficiency or demonstrate that no deficiency exists and respond in writing to the City. The City shall notify Developer within five (5) business days of the receipt of Developer's response of its acceptance of the response or of any remaining deficiency. In the event of a partial denial of the Certificate of Expenditures, that portion of the submitted expenditures that the City Manager approves shall be immediately eligible for reimbursement from the TIF Revenue Fund and/or CID Sales Tax Fund, as applicable, but only to the extent funds are available therein, pursuant to the terms of this Agreement. If any portion of the submitted Certificate of Expenditures is found by the City Manager to be not eligible for reimbursement after the Developer responds a determination to deny an expenditure as described above, the City Manager shall notify the Developer in writing and the Developer may appeal such denial to the Governing Body by filing a written request with the City Clerk, within fourteen (14) business days of the receipt of the written denial, that such appeal be heard by the Governing Body. The Governing Body shall conduct a hearing within thirty (30) days of receipt of such request and render a decision immediately upon the conclusion of such hearing.

C. Reimbursement. If a submitted Certificate of Expenditures and supporting documentation are acceptable the City shall approve the Certificate and make, or cause to be made, direct reimbursement of:

(i) TIF Eligible Project Costs paid by Developer from the TIF Revenue Fund and in the event the funds in the TIF Revenue Funds are at that time insufficient to reimburse the Developer for such TIF Eligible Project Costs, the City shall promptly reimburse the Developer on the first (1st) day of each month as funds become available in the TIF Revenue Fund, and

(ii) CID Eligible Project Costs paid by Developer from the CID Sales Tax Fund, if sufficient funds are available in the CID Sales Tax Fund, and in the event the CID Sales Tax Fund are at that time insufficient to reimburse the Developer for such CID Eligible Project Costs, the City shall promptly reimburse the Developer on the first (1st) day of each month as funds become available in the CID Sales Tax Fund.

D. Limitation on City's Payment Obligations. The City's obligations to reimburse TIF Eligible Project Costs and CID Eligible Project Costs under this Agreement shall be limited by the amounts properly deposited in the TIF Revenue Fund and CID Sales Tax Fund, respectively, as provided in the CID Act, TIF Act and this Agreement.

Section 3.03. CID Sales Tax.

A. Imposition of Sales Tax in CID District. The City agrees that the CID Eligible Project Costs shall be reimbursed to the Developer, pursuant to the terms and conditions of this Agreement, solely from revenues received from the imposition of the CID Sales Tax of one percent (1.0%) on the sale of tangible personal property at retail or rendering or furnishing services which are taxable pursuant to the Kansas Retailers' Sales Tax Act (K.S.A. 79-3601, *et seq.*, as amended) within the CID District.

B. Commencement of CID Collection Period. The City shall notify the state director of taxation to commence the collection and reporting of the CID Sales Tax within the CID District at the same time and in the same manner as provided for the collection of the state retailers' sale tax upon the earlier of: (a) ten (10) business days after the City receives a request from the Developer to deliver the CID Ordinance to Kansas Department of Revenue (KDOR), or (b) within ten (10) business days after the City's approval of the Certificate of Expenditures for the Project pursuant to this Article. If funds are collected from the CID Sales Tax prior to the approval of the Certificate of Expenditures for the Project, such funds shall be held by the City in the CID Sales Tax Fund until the funds are eligible for distribution pursuant to the terms of this Agreement.

C. CID Sales Tax Fund. During the existence of the CID District, all CID Sales Taxes levied by the State, generated within the CID District and paid by the State to the City, shall be deposited into the CID Sales Tax Fund, which shall be established and administered by the City in compliance with Applicable Laws and Requirements and this Agreement. The City may invest the funds in the same manner as other funds of the City are invested. Interest earnings shall remain in the CID Sales Tax Fund, and shall be treated in the same manner as CID Sales Tax revenue for purposes of this Agreement.

Section 3.04. Pay-As-You-Go Financing. Upon filing and approval of all or part of the Certificate of Expenditures, amounts deposited in the CID Sales Tax Fund and/or TIF Revenue Fund, as applicable, shall be disbursed by the City to the Developer under this Agreement, if and to the extent that:

A. For CID Eligible Project Costs, (i) the term of the CID Collection Period has not yet expired; (ii) there are CID Sales Tax funds in the CID Sales Tax Fund; (iii) the Developer is not in default under this Agreement and/or this Agreement has not been terminated; and (iv) the Developer has not previously been reimbursed for such CID Eligible Project Costs.

B. For TIF Eligible Project Costs, (i) the term of the TIF District has not yet expired; (ii) there are TIF Revenues in the TIF Revenue Fund; (iii) the Developer is not in default under this Agreement and/or this Agreement has not been terminated; and (iv) the Developer has not previously been reimbursed for such TIF Eligible Project Costs.

Section 3.05. No CID or TIF Bonds or Other Revenues. The Developer understands and agrees that all reimbursements to the Developer hereunder shall be made only from Pay-As-You-Go Financing, and nothing in this Agreement shall in any way obligate the City to issue

bonds or other obligations or apply other revenue of the City to reimburse the Developer for the TIF Eligible Project Costs or CID Eligible Project Costs or any other costs of the Project.

Section 3.06. City Expenses.

A. Payment and Priority of City's Administrative Fee. The City shall be entitled to withdraw and receive from the CID Sales Tax Fund a CID administrative service fee equal to two percent (2.0%) of all CID Sales Tax revenue deposited into the CID Sales Tax Fund. The CID administrative service fee shall be used to reimburse administrative and other City costs related to this Agreement during the Term. The CID administrative service fee may be paid from the CID Sales Tax revenues deposited in the CID Sales Tax Fund, and shall have first priority to available funds in the CID Sales Tax Fund. The CID administrative service fee shall be deemed a CID Eligible Project Cost.

B. Costs of Creating CID and TIF. The City shall send a final invoice to the Developer and the Developer agrees to pay the reasonable expenses incurred by the City in conjunction with the Developer's application for formation of the CID and TIF District, including, but not limited to, fees and expenses of the City Attorney incurred for drafting documents necessary to creating the CID and TIF District, including this Agreement, publication costs, recording costs, and similar extraordinary administrative expense relating to creation of the CID and TIF District.[1] The City will send such final invoice to the Developer within sixty (60) days after the publication of the City's ordinance creating the CID.

Section 3.07. Right to Inspect and Audit. The Developer agrees that, for a period of one (1) year after a Certificate of Expenditures is submitted to and approved by the City for reimbursement, with reasonable advance notice and during normal business hours, the City shall have the right and authority to review, audit, and copy, from time to time, all the Developer's books and records relating to the Certificate of Expenditure, TIF Eligible Project Costs and CID Eligible Project Costs, including, but not limited to, all general contractor's sworn statements, general contracts, subcontracts, material purchase orders, waivers of lien, paid receipts and invoices. The Developer further agrees that throughout the Term of this Agreement, the City, with reasonable advance notice and during normal business hours, shall have the right and authority to review, inspect, audit and copy Developer's books and records regarding the Project and the CID Sales Tax, and as pertinent to the purposes of this Agreement.

Section 3.08. Sales Tax Information. The City will deliver a copy of its Ordinance creating the CID and levying the CID Sales Tax to KDOR as provided in this Agreement. The Developer agrees to provide information to KDOR and the City concerning all current and future occupants or tenants of the Project, including names and addresses of all occupants or tenants, to assist with identification of the CID Sales Tax. To the maximum extent allowed by law, all sales tax related information obtained by the City under this Agreement shall be kept confidential in accordance with K.S.A. 79-3657 and the City will take all reasonable actions to ensure that such information is kept confidential.

Section 3.09. Surplus. If amounts remain in the TIF Revenue Fund and CID Sales Tax

[1] NTD: Please advise on an estimate on these costs.

Fund after reimbursement of all TIF Eligible Project Costs and CID Eligible Project Costs under this Agreement, the Developer and City will first cooperate in good faith to authorize to apply such funds in a manner permitted by laws of the State in furtherance of the Project, including by amending this Agreement or expanding the Project to be undertaken. If such cooperative efforts are not undertaken, any surplus amounts described in this Section shall be used as determined by the City for any purpose authorized by the TIF Act, CID Act and laws of the State.

ARTICLE IV
USE AND OPERATION OF THE PROJECT

Section 4.01. Term. Unless earlier terminated as provided herein, this Agreement shall be in place until the later of the following subsections (A) and (B):

A. Project Plan. The term of the Project Plan shall commence upon publication of Ordinance No. 2838 - 2019 and expire on the earlier of (i) the date all TIF Eligible Project Costs have been reimbursed in full, (ii) the date this Agreement is otherwise terminated under its terms, or (iii) a date occurring twenty (20) years after publication of Ordinance No. 2838 -2019. During the term of the Project Plan, the City shall establish and maintain the TIF Revenue Fund. All TIF Revenue received by the City shall be deposited into the TIF Revenue Fund for the purpose of reimbursing the Developer for TIF Eligible Project Costs as provided in the TIF Act and this Agreement. The City shall have sole control of disbursements from the TIF Revenue Fund, subject to the City's obligations under this Agreement.

B. CID District. The term of the CID District shall commence on the date the director of taxation for the State begins collecting the CID Sales Tax within the CID District and terminate on the date which is the earlier of (i) the date that the Developer has been reimbursed for all TIF Eligible Project Costs or CID Eligible Project Costs by Pay-As-You-Go Financing pursuant to the terms of this Agreement, or (ii) regardless of whether the Developer has been fully reimbursed for all CID Eligible Project Costs, that date which is twenty-two (22) years from the date that the CID Sales Tax is first imposed.

C. Termination. Notwithstanding the foregoing, the City agrees that Developer may terminate this Agreement, with or without cause, by thirty (30) days prior written notice to the City. Upon any such termination by the Developer, the parties agree that (i) the City shall dissolve the CID District and terminate the CID Sales Tax, and Developer shall have no further rights to any proceeds or reimbursements therefrom except that Developer shall be entitled to reimbursements of CID Eligible Project Costs from CID Sales Tax collected prior to the date of termination, (ii) the City shall terminate the TIF District and Developer shall have no further rights to any proceeds or reimbursements therefrom except that Developer shall be entitled to reimbursements of TIF Eligible Project Costs from TIF Revenue collected prior to the date of termination, and (iii) neither party shall have any further obligations under this Agreement, except to the extent set forth in Section 6.01.

Section 4.02. Restrictions on Use. During the Term of this Agreement, the Developer agrees to use the Property for purposes of developing and operating the Project, as contemplated

by this Agreement and the Plans. Nothing in this Section 4.02 shall be construed to prevent the Developer from locating other ancillary businesses within the District, so long as such businesses are reasonably related to the operation of the Project and are located, developed and operated pursuant to all applicable ordinances related to the use of land, including zoning or other requirements. If the Developer fails to use the Property as required hereunder, the City may, in its sole and absolute discretion, (i) exercise any remedy set forth in Section 7.03, or (ii) amend this Agreement to permit the changed use, but only after the Developer has filed a new CID Petition which has been approved in accordance with the City's CID Policy and law of the State and has filed a new Project Plan which have been approved by the City in accordance with City policies and the law of the State.

Section 4.03. Operation and Maintenance of Project. The Property, and the Developer's business and operations on the Property, shall comply with all applicable building and zoning, health, environmental and safety codes and laws and all other Applicable Laws and Requirements. The Developer will make all repairs, renewals, replacements, and improvements necessary to comply with this Section. The Developer shall, at its own expense, secure or cause to be secured any and all Governmental Approvals which may be required by the City and any other Governmental Authority having jurisdiction for the construction, reconstruction, or operation of the Project.

Section 4.04. Additions and Alterations. After full completion of the Project, the Developer may make additions, alterations, and changes to the Project so long as such additions, alterations, and changes are made in compliance with all Applicable Laws and Requirements, this Agreement and the Plans, and as long as the same do not have a material adverse effect on the value of the Project or the Developer's ability to perform its obligations under this Agreement.

Section 4.05. Taxes, Assessments, Encumbrances and Liens.

A. Taxes and Assessments. The Developer shall pay when due all sales taxes, real estate taxes and assessments on the Property. Nothing herein shall be deemed to prohibit the Developer from contesting the validity or amounts of any tax or assessment, encumbrance or lien, nor to limit the remedies available to the Developer in respect thereto; provided however, that the City may suspend all reimbursements of CID Eligible Project Costs payable hereunder and/or TIF Eligible Project Costs payable hereunder during any time that such sales taxes, real estate taxes and assessments remain unpaid. The Developer shall promptly notify the City in writing of a protest of real estate taxes or assessments.

B. Encumbrances and Liens. The Developer agrees that no mechanics' or other liens shall be established or remain against the Project or Property, or the funds in connection with any additions, modifications, improvements, repairs, renewals or replacements so made; except that Developer shall not be in default hereunder if Developer grants a mortgage or mortgages on the Property or any portion thereof for purposes of financing any improvements to the Property. The Developer shall not be in default if mechanics' or other liens are filed or established and the Developer contests in good faith said liens and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom; provided, however, that the City may suspend all reimbursements of TIF Eligible

Project Costs and/or CID Eligible Project Costs payable hereunder during any time that such mechanics' or other liens remain unpaid. The Developer agrees and covenants to indemnify and hold harmless the City in the event any liens are filed against the Project or Property as a result of acts of the Developer, its agents or independent contractors.

Section 4.06. Access. During the Term, the Developer acknowledges and agrees that the City, and its duly authorized representatives and agents, shall have the right to enter the portions of the Property or Project at reasonable times and upon reasonable notice, to substantiate compliance with this Agreement or, to the extent the Developer has failed to cure any breach within applicable notice and cure periods, and in the City's sole discretion, to cure any defaults under this Agreement. In exercising its rights hereunder, the City shall use reasonable efforts to avoid unreasonable interference with the operation of the Project. Nothing contained in this Section shall restrict or impede the right of the City to enter the Property or Project pursuant to any Applicable Laws and Requirements.

Section 4.07. Transfers. Notwithstanding anything herein to the contrary, the Developer shall not be required to take any action under this Article nor shall it be held in default under this Agreement with respect to Property within the District that it has transferred to third-party owners in accordance with this Agreement.

ARTICLE V
TRANSFER AND ASSIGNMENT

Section 5.01. Transfer or Assignments by Developer. The Developer shall not assign or transfer all or any of its rights or duties under this Agreement, nor convey any portion of the Property prior to completion of the Project (except as described below), without the prior written approval of the City (which will not be unreasonably withheld) except for (i) assignments, transfers and conveyances of all or any of Developer's rights and duties under this Agreement to a subsidiary or affiliate which is owned or controlled by the Developer or a majority of its principals or any entity owned or controlled, directly or indirectly, by the Developer or a majority of its principals, (ii) for financing purposes as permitted by this Agreement in Section 5.02, or (iii) as otherwise specifically defined herein as a "Permitted Transfer" (each, a "Permitted Transfer"). The Parties acknowledge that all or portions of the Property or interests in the Property may be sold, transferred, conveyed, leased, or subleased to one or more third parties that intend to develop or use the transferred Property in a manner generally consistent with the Project Plan and CID Petition, and such transfer shall also be deemed a Permitted Transfer. In the event of a Permitted Transfer, the Developer shall nonetheless promptly provide written notice of the same to the City and, upon request by the City, shall provide evidence satisfactory to the City that the transfer is a Permitted Transfer.

In addition to Permitted Transfers as described in the preceding paragraph, the rights, duties and obligations of the Developer under this Agreement, may be assigned, in whole or in part, to another entity with the prior written approval of the City, which approval shall not be unreasonably withheld following the completion of the Project (prior to such completion, the City may withhold such approval in its sole discretion). Prior to any assignment, the City Attorney shall have verified that the assignment complies with the terms of this Agreement. Any proposed assignee shall have qualifications and financial responsibility, as reasonably

determined by the City, necessary and adequate to fulfill the obligations of the Developer with respect to the portion of the Project and/or this Agreement being transferred. As a condition to considering any proposed assignment, the City shall be entitled to request, receive, and review any information or financial statements of the proposed assignee for purposes of determining the proposed assignee's qualifications and financial responsibility. The City shall maintain the confidentiality, to the extent permitted by law, of the financial statements or other information provided by any assignee for consideration. The Developer shall be responsible for and pay the City's costs and expenses and legal and other third-party professional fees and expenses incurred in connection with reviewing and considering any proposed assignment, or the preparation of any necessary legal or financial documents. Any proposed assignee shall, by instruments in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the future obligations of the Developer under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to a portion of the Project, such obligations, conditions and restrictions to the extent that they relate to such portion). The Developer shall be relieved from any assigned obligations upon an approved assignment pursuant to the terms of this Section. The Developer agrees, at Developer's cost, to promptly record all assignments in the office of the Register of Deeds of Finney County, Kansas, in a timely manner following the execution of such agreements.

Section 5.02. Collateral Assignment. The restrictions on assignment, transfer and conveyance of the rights, duties and obligations of the Developer under this Agreement shall not apply to any collateral assignment of the Developer's rights to reimbursement of TIF Eligible Project Costs from the TIF Revenue Fund and CID Eligible Project Costs from the CID Sales Tax Fund to secure indebtedness of the Developer to finance the Project; provided that such assignment or transfer shall not grant the assignee or transferee a right to seek direct reimbursement of Project Costs from the City under this Agreement without consent of the City as provided in Section 5.01

Section 5.03. Successors and Assigns. The respective obligations of the City and the Developer under this Agreement, unless earlier satisfied, shall inure to and be binding upon the heirs, executors, administrators, successors and assigns (permitted or approved under this Section) of the respective parties, but shall not be automatically binding on a lender, mortgagee, successor owner or tenant of the Property. Further, no transferee or owner of property within the Project except the Developer shall be entitled to any rights whatsoever or claim upon the reimbursements of CID Eligible Project Costs from the CID Sales Tax Fund and/or reimbursements of TIF Eligible Project Costs from the TIF Revenue Fund as set forth herein, except as specifically authorized herein or in a separate writing by the Developer and the City.

Section 5.04. Excluded Encumbrances and Transfers. The foregoing restrictions on assignments, transfer and conveyance shall not apply to (i) any security interest granted to secure indebtedness to any construction or permanent lender, or (ii) the sale, rental and leasing of portions of the Property for the uses permitted under the terms of this Agreement.

ARTICLE VI
GENERAL COVENANTS

Section 6.01. Indemnification of City.

A. Indemnity. The Developer agrees to indemnify and hold the City, its employees, officers, agents and independent contractors and consultants (collectively, the "City Indemnified Parties") harmless from and against any and all suits, claims, costs or defense, damages, injuries, liabilities, judgments, costs and/or expenses, including court costs and attorneys' fees, resulting from, arising out of, or in any way connected with:

1. The acquisition of the Project by the Developer;

2. The management, design, construction, development and completion of the Project by the Developer;

3. The use or occupation of the Project by the Developer or anyone acting by, through or under the Developer;

4. Damage or injury, actual or claimed, of whatsoever kind or character to persons or property occurring or allegedly occurring in, on or about the Project or the District;

5. Any breach, default or failure to perform by the Developer under this Agreement; or

6. The Developer's actions and undertakings in implementation of the Project or this Agreement.

This Section includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in (i) the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"; 42 U.S.C. Section 9601, *et seq.*), (ii) the Resource Conservation and Recovery Act ("RCRA"; 42 U.S.C. Section 6901 *et seq.*) and (iii) Article 34, Chapter 65, K.S.A. and all amendments thereto, at any place where the Developer owns or has control of real property pursuant to any of Developer's activities under this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA to assure, protect, hold harmless and indemnify the City from liability.

This Section shall not apply to liability for damage or injury caused by willful misconduct or negligence of the City or its officers, employees or agents.

B. Notice. In the event any suit, action, investigation, claim or proceeding (collectively, an "Action") is begun or made as a result of which the Developer may become obligated to one or more of the City Indemnified Parties hereunder, any one of the City Indemnified Parties shall give prompt notice to the Developer of the occurrence of such event.

C. Survival of Obligations. The right to indemnification set forth in this Agreement shall survive the termination of this Agreement.

Section 6.02. Non-liability of Officials, Employees and Agents of the City. No recourse shall be had for the reimbursement of the CID Eligible Project Costs or TIF Eligible Project Costs or for any claim based thereon or upon any representation, obligation, covenant or agreement contained in this Agreement against any past present or future official (elected or appointed), officer, employee or agent of the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officials, officers, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement. Nothing in this Section 6.02 shall be construed as waiving liability of the City for acts of its officials, officers, employees or agents, nor shall the waiver provided hereunder extend to any official, officer, employee or agent of the City whom the City contends was not acting on behalf of, or in the scope of his/her employment with the City when the act or omission giving rise to liability occurred.

ARTICLE VII
DEFAULTS AND REMEDIES

Section 7.01. Developer Event of Default. Subject to Section 7.05, the occurrence and continuance of any of the following events shall constitute a "Developer Event of Default" hereunder:

A. A default in the performance of any obligation or breach of any covenant or agreement of the Developer in this Agreement (other than a covenant or agreement, a default in the performance or breach of which is specifically dealt with elsewhere in this Section), and continuance of such default or breach for a period of thirty (30) days after the City has delivered to the Developer a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and the Developer is diligently attempting to remedy such default or breach, such default or breach shall not constitute a Developer Event of Default if the Developer shall promptly upon receipt of such notice diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch; or

B. The Developer shall file a voluntary petition under any bankruptcy law or any involuntary petition under any bankruptcy law is filed against the Developer in a court having jurisdiction and said petition is not dismissed within sixty (60) days, or the Developer makes an assignment for the benefit of its creditors; or a custodian, trustee or receiver is appointed or retained to take charge of the manage any substantial part of the assets of the Developer and such appointment is not dismissed within ninety (90) days; or any execution or attachment shall issue against the Developer whereupon the District or any part thereof, or any interest therein of the Developer under this Agreement, shall be taken and the same is not released prior to judicial sale thereunder.

Section 7.02. City Event of Default. Subject to Section 7.05, a "City Event of Default" shall mean a default in the performance of any obligation or breach of any other covenant or agreement of the City in this Agreement, and continuance of such default or breach for a period of thirty (30) days after the Developer has delivered to the City a written notice specifying such

default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and the City is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if the City shall immediately upon receipt of such notice diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch.

Section 7.03. Remedies upon a Developer Event of Default.

A. Upon the occurrence and continuance of a Developer Event of Default, the City shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

1. The City shall have the right to terminate this Agreement or terminate the Developer's rights under this Agreement.

2. The City may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the Developer as set forth in this Agreement, to enforce or preserve any other rights or interests of the City under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the City resulting from such Developer Event of Default. The Parties acknowledge, however, that the Developer's liability for monetary amounts shall be limited to the actual amount, if any, in question, and under no circumstances shall the Developer be liable for any remote, indirect, consequential, or punitive damages.

B. Subject to the Developer's rights under Section 4.01, upon termination of this Agreement for any reason, the City shall have no obligation to reimburse the Developer for any TIF Eligible Project Costs, CID Eligible Project Costs, or any other amounts or costs incurred or paid by the Developer relating to the Project, and the City may elect to terminate the TIF District, CID District and/or the CID Sales Tax to the extent permitted by Applicable Laws and Requirements.

C. If the City has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the City, then and in every case the City and the Developer shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the City shall continue as though no such proceeding had been instituted.

D. The exercise by the City of any one remedy shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the City shall apply to any obligation beyond those expressly waived.

E. Any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section shall not operate as a waiver of such rights or limit it in any way. No waiver in fact made by the City of any specific default by

the Developer shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

Section 7.04. Remedies upon a City Event of Default.

A. Upon the occurrence and continuance of a City Event of Default, the Developer shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

1. The Developer shall have the right to terminate the Developer's obligations under this Agreement; or

2. The Developer may pursue any available remedy at law or in equity by suit, action mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the City as set forth in this Agreement, to enforce and preserve any other rights or interests of the Developer under this Agreement or otherwise existing at law or in equity and to recover damages incurred by the Developer resulting from such City Event of Default. The Parties acknowledge, however, that the City's liability for monetary amounts shall be limited to the actual amount, if any, in question, and under no circumstances shall the City be liable for any remote, indirect, consequential, or punitive damages. The City's liability hereunder shall also be limited by Applicable Laws and Requirements.

B. If Developer has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Developer, then and in every case the Developer and the City shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the Developer shall continue as though no such proceeding had been instituted.

C. The exercise by the Developer of any one remedy shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the Developer shall apply to any obligations beyond those expressly waived.

D. Any delay by the Developer in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this paragraph shall not operate as a waiver of such rights or limit it in any way. No waiver in fact made by the Developer of any specific default by the City shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

Section 7.05. Excusable Delays. Neither the City nor the Developer shall be deemed to be in default of this Agreement because of an Excusable Delay.

Section 7.06. Legal Actions. Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Finney County, Kansas.

Section 7.07. No Consequential Damages; No Specific Performance. Notwithstanding any other provision of this Agreement to the contrary, in no event shall the Developer or the City ever be liable for any punitive, special, incidental, or consequential damages in connection with this Agreement, or otherwise. For the purposes of this Section, consequential damages shall include, but not be limited to, lost profits, lost tax revenue, or other similar losses which are not direct out-of-pocket costs incurred by the non-defaulting party. Further, specific performance shall not be available to the City to require the Developer to construct the Project or any portion thereof within the District.

ARTICLE VIII
REPRESENTATIONS AND WARRANTIES

Section 8.01. Representation of City. The City makes the following representations and warranties, which are true and correct on the Effective Date, to the best of the City's knowledge:

A. Due Authority. The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

B. No Defaults or Violations of Law. The execution and delivery of this Agreement, the consummation of the transactions contemplated herein, and the fulfillment of the terms and conditions of this Agreement do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

C. No Litigation. There is no litigation, proceeding or investigation pending or, to the knowledge of the City, threatened against the City with respect to the creation of the Districts, the levy of the CID Sales Tax, or this Agreement. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the City, threatened against the City seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performances by the City of the terms and provisions of this Agreement.

D. Governmental or Corporate Consents. No consent or approval that has not been obtained, is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution and delivery by the City of this Agreement.

E. No Default. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the City under this Agreement.

Section 8.02. Representations of the Developer. The Developer makes the following representations and warranties, which are true and correct on the Effective Date, to the best of the Developer's knowledge.

A. Due Authority. The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

B. No Defaults or Violations of Law. The execution and delivery of this Agreement, the consummation of the transactions contemplated herein, and the fulfillment of the terms and conditions of this Agreement do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

C. No Litigation. No litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Project, the Developer or any officer, director, member or shareholder of the Developer. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery or performance by the Developer of the terms and provisions of this Agreement.

D. No Material Change. (1) The Developer has not incurred any material liabilities or entered into any material transaction other than in the ordinary course of business except for the transactions contemplated by this Agreement, and (2) there has been no material adverse change in the business, financial position, prospects or results of the operations of the Developer, which could affect the Developer's ability to perform its obligations pursuant to this Agreement, from the time the Developer submitted its petition to the City requesting formation of the CID District to the execution of this Agreement.

E. Governmental or Corporate Consents. No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Developer of this Agreement, other than Governmental Approvals and Permitted Subsequent Approvals.

F. No Default. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Developer under this Agreement, or any other material agreement or material instrument to which the Developer is a party or by which the Developer is or may be bound.

G. Approvals. Except for Governmental Approvals and Permitted Subsequent Approvals, the Developer has received and is in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorization and approvals, governmental or otherwise, necessary to conduct and to continue to conduct its business as heretofore conducted by it and to own or lease and operate its properties as now owned or leased by it. Except for Governmental Approvals and Permitted Subsequent Approvals, the Developer has obtained all certificates, licenses, inspections, franchises, consents immunities, permits, authorizations and approvals, governmental or otherwise, necessary to acquire, construct, equip, operate and maintain the Project. The Developer reasonably believes that all such certificates, licenses, consents, permits, authorizations or approvals which have not yet been obtained will be obtained in due course.

H. Construction Permits. Except for Governmental Approvals and Permitted Subsequent Approvals, all governmental permits and licenses required by applicable law to construct, occupy and operate the Project have been issued and are in full force and effect or, if the present stage of the Project development does not allow such issuance, the Developer reasonably believes, after due inquiry of the appropriate governmental officials, that such permits and licenses will be issued in a timely manner in order to permit the Project to be constructed.

I. Compliance with Laws. The Developer is in material compliance with all Applicable Laws and Requirements affecting any of its affairs, business, and operations as contemplated by this Agreement.

J. Other Disclosures. The information furnished to the City by the Developer in connection with the matters covered in this Agreement are true and correct to the Developer's knowledge and do not contain any untrue statement or any material fact and do not omit to state any material facts required to be stated herein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

K. Project. The Developer represents and warrants that the Property is sufficient to construct the Project as contemplated in the Plans and this Agreement.

ARTICLE IX
GENERAL PROVISIONS

Section 9.01. Mutual Assistance. The City and the Developer agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

Section 9.02. Effect of Violations of the Terms and Provisions of this Agreement; No Partnership. The City is deemed the beneficiary of the terms and provisions of this Agreement, for and in its own rights and for the purposes of protecting the interests of the community. The Agreement shall run in favor of the City, without regard to whether the City has been, remains or is an owner of any land or interest therein in the Project or the District. The City shall have the right, if the Agreement or covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other property proceedings to enforce the

curing of such breaches to which it may be entitled. Nothing contained herein shall be construed as creating a partnership between the Developer and the City.

Section 9.03. Time of Essence. The Parties will make every reasonable effort to expedite the subject matters of this Agreement and acknowledge that the successful performance of this Agreement requires their continued cooperation.

Section 9.04. Amendments. This Agreement may be amended only by the mutual consent of the Parties, by the adoption of a resolution or ordinance of the City approving said amendment, as provided by law, and by the execution of said amendment by the Parties or their successors in interest.

Section 9.05. Agreement Controls. The Parties agree that the Project will be implemented as agreed in this Agreement. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter of this Agreement and is a full integration of the agreement of the Parties.

Section 9.06. Validity and Severability. It is the intention of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws of the State of Kansas, and that the unenforceability (or modification to conform with such laws) of any provision of the Agreement shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement is deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 9.07. Required Disclosures. Prior to the commencement of reimbursements to Developer from the TIF Revenue Fund or CID Sales Tax Fund, the Developer shall immediately notify the City of the occurrence of any material event which would cause any of the information furnished to the City by the Developer in connection with the matters covered in this Agreement to contain any untrue statement of any material fact or to omit to state any material facts required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

Section 9.08. Equal Opportunity. In conformity with the Kansas act against discrimination (K.S.A. 44-1001 *et seq.*), the Developer and its subcontractors, if any, agree that:

A. The Developer shall observe the provisions of the Kansas act against discrimination and applicable federal law and in doing so shall not discriminate against any person in the performance of work under the Agreement because of race, sex, religion, age, color, national origin, ancestry or disability;

B. The Developer shall include in all solicitations, or advertisements for employees, the phrase "equal opportunity employer" or a similar phrase to be approved by the City Clerk;

C. If the manner in which the Developer reports to the Kansas human rights commission fails to comply with the provisions of K.S.A. 44-1031 and amendments thereto, the

Developer shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City;

D. If the Developer is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas human rights commission which has become final, the Developer shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City;

E. The Developer shall not discriminate against any employee or applicant for employment in the performance of this Agreement because of race, sex, religion, age, color, national origin, ancestry or disability; and

F. The Developer shall include similar provisions in any subcontract under this Agreement.

Section 9.09. Tax Implications. The Developer acknowledges and represents that (i) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided the Developer any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated herein, and (ii) the Developer is relying solely upon its own tax advisors in this regard.

Section 9.10. Authorized Parties. Whenever, under the provisions of this Agreement, and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the City or the Developer is required, or the City or the Developer is required to agree or to take some action at the request of the other Party, such approval or consent or such request shall be given for the City, unless otherwise provided herein, by the City Manager, and for the Developer by any officer of the Developer so authorized; and any person shall be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither Party shall have any complaint against the other as a result of any such action taken. The City Manager may seek the advice, consent or approval of the Governing Body and the City Attorney before providing any supplemental agreement, request, demand, approval, notice or consent for the City pursuant to this Section.

Section 9.11. Notices. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt request, or by generally recognized, prepaid, commercial courier or overnight air courier service. Notice shall be considered given when received on the date appearing on the return receipt, but if the receipt is not returned within five (5) days; three (3) days after mailed, if sent by registered or certified mail or commercial courier service; or the next business day, if sent by overnight air courier service. Notices shall be addressed as appears below for each party, provided that if any party gives notice of a change of name or address, notices to the giver of that notice shall thereafter be given as demanded in that notice.

CITY: City of Garden City, Kansas
Attn: Celyn Hurtado, City Clerk
P.O. Box 998
Garden City, Kansas 67846

With a copy to:
Triplett Woolf Garretson, LLC
Attn: Mary Carson
2959 N. Rock Rd., Ste. 300
Wichita, Kansas 67226

DEVELOPER: 2107 E. Kansas, LLC.
Attn: Matt Bennett
2414 E Kansas Ave
Garden City, Kansas 67846

With a copy to:
Polsinelli PC
Attn: Korb Maxwell
900 W 48th Place, Suite 900
Kansas City, MO 64112-1895

Section 9.12. Kansas Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas. It is the intent of the Parties that the provisions of this Agreement are not intended to violate the Kansas Cash Basis Law (K.S.A. 10-1101 *et seq.*) or the Kansas Budget Law (K.S.A. 79-2925). Therefore, notwithstanding anything to the contrary herein, the City's obligations under this Agreement are to be construed in a manner that assures the City is at all times in compliance with the Kansas Cash Basis Law and the Kansas Budget Law.

Section 9.13. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 9.14. Recording. As required by the CID Act, the City will record a copy of its ordinance creating the CID District and levying the CID Sales Tax with the Finney County Register of Deeds. Additionally, the Parties agree to execute and deliver a memorandum of this Agreement, in proper form for recording and/or indexing in the real estate records of Finney County, Kansas. This recoding of a memorandum of this Agreement shall be at Developer's cost and proof of such recording shall be provided to the City.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized officers on the day and year first above written.

CITY OF GARDEN CITY, KANSAS

[seal]

By _____
Dan Fankhauser, Mayor

ATTEST:

By _____
Celyn N. Hurtado, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF FINNEY)

BE IT REMEMBERED, that on this 18th day of June, 2019, before me, the undersigned, a Notary Public in and for said County and State, came Dan Fankhauser and Celyn N. Hurtado, Mayor and City Clerk, respectively, of the City of Garden City, Kansas, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

_____
Notary Public in and for said County and State

My Appointment Expires:

1/17/23

KRISTINA HERNANDEZ
Notary Public - State of Kansas
My Appt. Expires 1/17/23

2107 E. Kansas, LLC.

By: Matt Bennett

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF FINNEY)

BE IT REMEMBERED that on this 25th day of September, 2019, before me, a notary public in and for said County and State, Matt Bennett of 2107 E. Kansas, LLC., a Kansas limited liability company organized and existing under and by virtue of the laws of said State, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Kristina Hernandez
Notary Public in and for
said County and State

My Appointment Expires:

1/17/23

KRISTINA HERNANDEZ
Notary Public - State of Kansas
My Appt Expires 1/17/23

EXHIBIT A
[Legal Description of District]

DESCRIPTION:

A tract of triangular shape in the East Half (E1/2) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section Nine (9), in Township Twenty-four (24) South, of Range Thirty-two (32) West of the Sixth Principal Meridian, described as follows:

Beginning at the Northeast corner of the West Half (W1/2) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section Nine (9) in Township Twenty-four (24) South, of Range Thirty-two (32) West of the Sixth Principal Meridian, said Corner being 660 feet East and 1320 feet North of the Southwest corner of said Section 9, running thence 491 feet, more or less, due East to the northerly side of the right of way of U.S. Highway No. 50 North, thence following said right of way in a southwesterly direction 728 feet, more or less, to the West line of the East Half (E1/2) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of said Section 9, and thence running due North along the West line of the East Half (E1/2) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of said Section 9, 535 feet, more or less, to the point of beginning subject to all mineral exceptions and reservations of record.

EXCEPT:

A tract in the E1/2 of the SW1/4 of the SW1/4 Section Nine (9), in Township Twenty—four (24) South, of Range Thirty-two (32) West of the 6th P.M., in Finney County, Kansas, described as follows:

Starting at a point 197 feet South of the Northwest corner of the E1/2 of the SW1/4 of the SW1/4 of Section 9, Township 24 South, Range 32 West of the 6th P.M., in Finney County, Kansas, thence South 338.5 feet, more or less to the Northerly right of way line of U.S. Highway 156 (formerly 50 North), thence Northeasterly along said right of way line a distance of 317.5 feet, more or less, thence in a northwesterly direction 245.5 feet more or less to the point of beginning.

EXCEPT:

A Tract of land located in the Southwest Quarter (SW/4) of Section Nine (9), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6th P.M., in Garden City, Finney County, Kansas, more particularly described as follows: Beginning of the Northwest corner of the Southwest Quarter (SW/4) of Section 9, Township 24 South, Range 32 West of the 6th P.M., in Garden City, Finney County, Kansas, thence East along the North line of the said Southwest Quarter for a distance of 920.0 feet; thence South for a distance of 903.40 feet; thence of on angle to the left of 90°00'00" for a distance of 633.57 feet to a point on the Northwesterly Right-of-Way line of K-156 Highway; thence on said Right-of-Way line in a Southwesterly direction

with on interior angle of 46°51'43" for a distance of 570.03 feet to the Point of Beginning of the tract to be described: thence S 42°58'17" W on said Northwesterly Right-of-Way line a distance of 35.86 feet; thence N 29°50'26" W a distance of 39.69 feet to the point of beginning.

AND:

A tract of land in the Southwest Quarter of Section 9, Township 24 South, Range 32 West of the Sixth Principal Meridian, Finney County, Kansas described as follows:
Beginning at a point that is S 01°22'03" W 1319.35 feet and S 88°19'31" E 247.74 feet from the Northwest Corner of the Southwest Quarter of said Section 9, said point being on the North Line of the Southwest Quarter of the Southwest Quarter of said Section 9; thence
S 88°19'31" E 412.04 feet to the Northwest Corner of the East Half of the Southwest Quarter of the Southwest Quarter of said Section 9; thence
S 01°22'34" W 197.00 feet along the West Line of the East Half of the Southwest Quarter of the Southwest Quarter of said Section 9; thence.
S 67°08'15" E 237.11 feet to the Northeasterly right of way line of US-156 Highway; thence
S 44°45'30" W 526.77 feet along the Northeasterly right of way line of US-156 Highway; thence
N 87°10'41" W 191.76 feet; thence
N 01°23'06" E 194.30 feet; thence
N 87°53'17" W 288.46 feet to the East right of way line of Campus Drive; thence
N 01°22'02" E 326.85 feet along the East right of way line of Campus Drive; thence
S 87°02'38" E 215.00 feet; thence
S 02°21'12" E 164.00 feet to the point of beginning, containing 8.3 acres.
AND

North One Hundred Sixty-Four Feet (164') of the West Two Hundred Fifteen Feet (215') of the West One-Half (1/2) of the Southwest One-Fourth (1/4) of the Southwest One-Fourth (1/4) of 9-24-32 of Finney County, Kansas.

EXHIBIT B

GENERAL DESCRIPTION OF PROJECT

The Project is described as follows: promote the redevelopment of the Campus Dr. and Kansas Ave. area (the "Project"); the Project may be more specifically described as to finance the construction, maintenance, and procurement of certain improvements, costs, and services within the District which include but are not limited to: land acquisition, infrastructure related items, sidewalks, parking lots, buildings, tenant improvements, utilities, landscaping, lighting, signage, marketing and advertisement, cleaning and maintenance, security, soft costs of the Project, and the City and the petitioner's administrative costs in establishing and maintaining the CID District, and any other items permitted to be financed within the District under all as permitted by the CID Act and TIF Act, respectively.

EXHIBIT C
[CID Petition]

PETITION FOR THE CREATION OF A COMMUNITY IMPROVEMENT DISTRICT (CAMPUS AND KANSAS)

TO: City Commission,
City of Garden City, Kansas

The undersigned, being the owner of record, whether resident or not, of the following:

1. Not less than fifty-five percent (55%) of the land area contained within the hereinafter described community improvement district; and
2. Not less than fifty-five percent (55%) by assessed value of the land area contained within the hereinafter described community improvement district.

hereby petitions the City of Garden City, Kansas (the "**City**") to create the Campus and Kansas Community Improvement District (the "**CID**") and authorize the proposed CID project (the "**CID Project**") hereinafter set forth, all in the manner provided by K.S.A § 12-6a26, *et seq.* (the "**Act**"). In furtherance of such request, the Petitioner states as follows:

1. MAP AND LEGAL DESCRIPTION OF THE PROPOSED DISTRICT

A map generally depicting the proposed community improvement district (the "**District**") is attached hereto as **Exhibit A**.

The legal description of the District is attached hereto as **Exhibit B**.

2. GENERAL NATURE

The general nature of the proposed CID Project is to promote economic development within the CID, which shall all be accomplished by providing community improvement district financing in substantial accordance with this Petition and with the Act to finance the construction, maintenance, and procurement of certain improvements, costs, and services within the District, including, but not limited to: land acquisition, infrastructure related items, sidewalks, parking lots, buildings, tenant improvements, utilities, landscaping, lighting, signage, marketing and advertisement, cleaning and maintenance, security, soft costs of the CID Project, and the City and the petitioner's administrative costs in establishing and maintaining the District, and any other items permitted to be financed within the District under the Act.

3. ESTIMATED COST

The estimated cost of the CID Project is approximately $30,337,970.

4. PROPOSED METHOD OF FINANCING

The proposed method of financing the CID Project is through Pay-as-you-go financing, as defined in the Act.

5. PROPOSED METHOD AND AMOUNT OF ASSESSMENT

Petitioner does not propose that the CID Project be financed through the levying of assessments.

6. PROPOSED AMOUNT OF SALES TAX

Petitioner proposes that the CID Project be financed through the levying of a CID sales tax in the amount of 1.0% as authorized by the Act.

7. NOTICE TO PETITION SIGNER

Petitioner hereby acknowledges that signatures may not be withdrawn from this Petition by the signer hereof after the City commences consideration of this Petition, or later than seven (7) days after the filing hereof with the City Clerk, whichever occurs first.

8. PETITION BINDING ON FUTURE OWNERS

Petitioner hereby acknowledges that if this Petition is not properly withdrawn as permitted by the Act, any future owners of the property within the CID shall be bound by this Petition.

9. COUNTERPARTS

This Petition may be executed in one or more counterparts and by each signer hereof on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which shall constitute one instrument.

No further text on this page

IN WITNESS WHEREOF, the undersigned Petitioner has executed the above foregoing Petition to create the CID on the date set forth below:

2107 E KANSAS LLC
a Kansas limited liability company

By: Matt Bennett

Name: Matt Bennett

Title: EVP

Date: 3-29-19

ACKNOWLEDGMENT

STATE OF Kansas)
) ss.
COUNTY OF Riley)

BE IT REMEMBERED, that on this 29th day of March, 2019, before me, the undersigned, a Notary Public in and for said County and State, came Matt Bennett, EVP of 2107 E KANSAS LLC, a Kansas limited liability company, who is known to me to be the same person who executed the within instrument, and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

NOTARY PUBLIC - State of Kansas
DARLA A. SAUER
My Appt. Expires 9-12-21

Darla A. Sauer
Notary Public in and for said
County and State

My Commission Expires: 9-12-21

EXHIBIT "A"

Map of CID Project

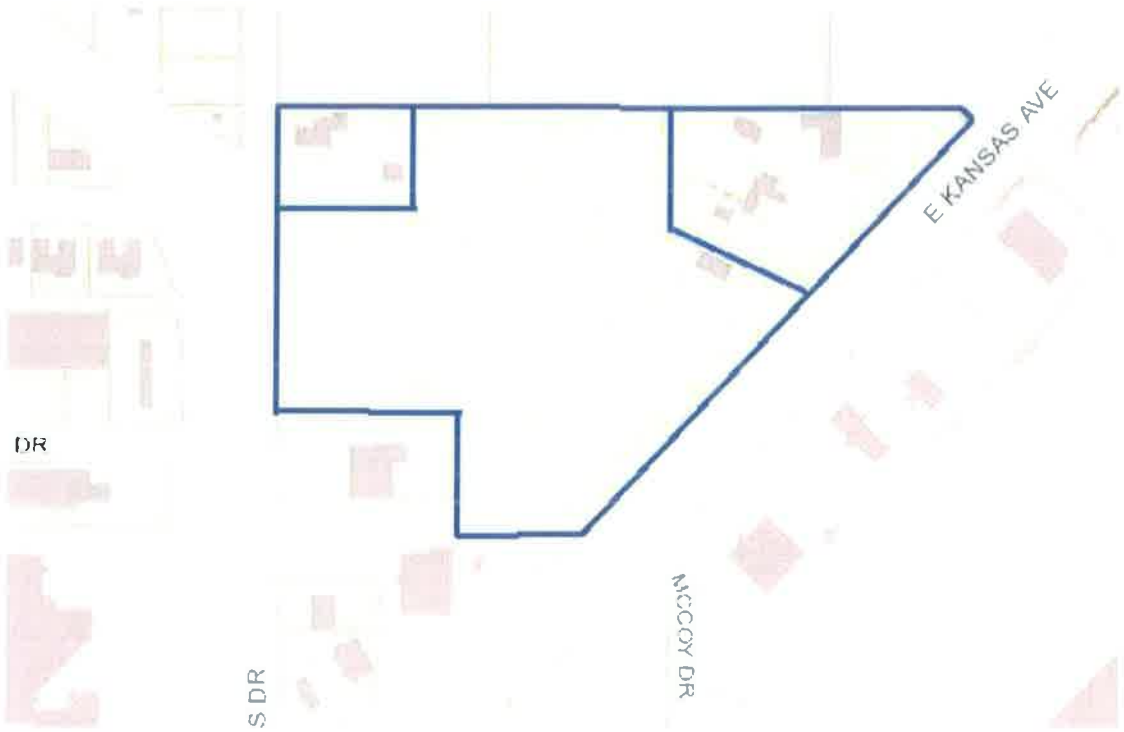


EXHIBIT "B"

LEGAL DESCRIPTION OF CID

A tract of triangular shape in the East Half (E1/2) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section Nine (9), in Township Twenty-four (24) South, of Range Thirty-two (32) West of the Sixth Principal Meridian, described as follows:

Beginning at the Northeast corner of the West Half (W1/2) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section Nine (9) in Township Twenty-four (24) South, of Range Thirty-two (32) West of the Sixth Principal Meridian, said Corner being 660 feet East and 1320 feet North of the Southwest corner of said Section 9, running thence 491 feet, more or less, due East to the northerly side of the right of way of U.S. Highway No. 50 North, thence following said right of way in a southwesterly direction 728 feet, more or less, to the West line of the East Half (E1/2) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of said Section 9, and thence running due North along the West line of the East Half (E1/2) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of said Section 9, 535 feet, more or less, to the point of beginning subject to all mineral exceptions and reservations of record.

EXCEPT:

A tract in the E1/2 of the SW1/4 of the SW1/4 Section Nine (9), in Township Twenty—four (24) South, of Range Thirty-two (32) West of the 6th P.M., in Finney County, Kansas, described as follows:

Starting at a point 197 feet South of the Northwest corner of the E1/2 of the SW1/4 of the SW1/4 of Section 9, Township 24 South, Range 32 West of the 6th P.M., in Finney County, Kansas, thence South 338.5 feet, more or less to the Northerly right of way line of U.S. Highway 156 (formerly 50 North), thence Northeasterly along said right of way line a distance of 317.5 feet, more or less, thence in a northwesterly direction 245.5 feet more or less to the point of beginning.

EXCEPT:

A Tract of land located in the Southwest Quarter (SW/4) of Section Nine (9), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6th P.M., in Garden City, Finney County, Kansas, more particularly described as follows: Beginning of the Northwest corner of the Southwest Quarter (SW/4) of Section 9, Township 24 South, Range 32 West of the 6th P.M., in Garden City, Finney County, Kansas, thence East along the North line of the said Southwest Quarter for a distance of 920.0 feet; thence South for a distance of 903.40 feet; thence of on angle to the left of 90°00'00" for a distance of 633.57 feet to a point on the Northwesterly Right-of-Way line of K-156 Highway; thence on said Right-of-Way line in a Southwesterly direction with on interior angle of 46°51'43" for a distance of 570.03 feet to the Point of Beginning of the tract to be described: thence S 42°58'17" W on said Northwesterly Right-of-Way line a distance of 35.86 feet; thence N 29°50'26" W a distance of 39.69 feet to the point of beginning.

AND

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

Beginning at a point that is S 01°22'03" W 1319.35 feet and S 88°19'31" E 247.74 feet from the Northwest Corner of the Southwest Quarter of said Section 9, said point being on the North Line of the Southwest Quarter of the Southwest Quarter of said Section 9; thence

S 88°19'31" E 412.04 feet to the Northwest Corner of the East Half of the Southwest Quarter of the Southwest Quarter of said Section 9; thence
S 01°22'34" W 197.00 feet along the West Line of the East Half of the Southwest Quarter of the Southwest Quarter of said Section 9; thence

S 67°08'15" E 237.11 feet to the Northeasterly right of way line of US-156 Highway; thence
S 44°45'30" W 526.77 feet along the Northeasterly right of way line of US-156 Highway; thence
N 87°10'41" W 191.76 feet; thence
N 01°23'06" E 194.30 feet; thence
N 87°53'17" W 288.46 feet to the East right of way line of Campus Drive; thence
N 01°22'02" E 326.85 feet along the East right of way line of Campus Drive; thence
S 87°02'38" E 215.00 feet; thence
S 02°21'12" E 164.00 feet to the point of beginning, containing 8.3 acres.

AND

North One Hundred Sixty-Four Feet (164') of the West Two Hundred Fifteen Feet (215') of the West One-Half (1/2) of the Southwest One-Fourth (1/4) of the Southwest One-Fourth (1/4) of 9-24-32 of Finney County, Kansas.

EXHIBIT D
[Depiction of District Boundaries -Map]



EXHIBIT F

Certificate of Expenditures

Date: _____
Certificate # _____

City of Garden City, Kansas

Attn: City Manager

Pursuant to the Development Agreement dated _____, 2019 (the "Agreement"), between the City of Garden City, Kansas (the "City") and 2107 E. Kansas, LLC. (the "Developer"), the Developer certifies, with respect to TIF Eligible Project Costs and/or CID Eligible Project Costs eligible for reimbursement under the Agreement, as follows:

1. To the best of my knowledge, all amounts requested are TIF Eligible Project Costs and/or CID Eligible Project Costs, eligible for reimbursement under terms of the Agreement.

2. All amounts to be reimbursed have been advanced by Developer for TIF Eligible Project Costs and/or CID Eligible Project Costs according to the Agreement and represent the fair value of work, materials or expenses.

3. No part of any amount sought to be reimbursed by this Certificate has been previously reimbursed or been the basis for any previous request for reimbursement to the Developer under the Agreement.

The Developer certifies that Developer is in compliance, in all material respects, with all other provisions of the Agreement. Developer further represents that no event has occurred and no condition exists that would constitute a Developer Event of Default under the Agreement.

The total reimbursement requested by this Certificate is $_____, which is itemized on Attachment A to this Certificate and which attachment includes _____ pages. Attachment A is incorporated here by this reference and is signed by the authorized representative of the Developer who signed this Certificate.

2107 E. KANSAS, LLC.

By: _____

Title: _____

City Approved:

By: _____
City's Representative

ATTACHMENT A

City of Garden City, Kansas
Request for Reimbursement/Payment
2107 E Kansas Ave, LLC
Date:
Cert #:

GARDEN CITY
KANSAS

Schedule 1

The undersigned hereby certifies that the following payments were made and are reimbursable from the Project Funds in compliance with the 2107 E Kansas Ave, LLC Community Improvement District Development Agreement.

CID/TIF ELIGIBLE EXPENDITURES							
TIF ELIGIBLE EXPENDITURES ($5,745,820)				**CID ELIGIBLE EXPENDITURES ($30,337,970)**			
VENDOR	INVOICE No.	INVOICE Date	AMOUNT	VENDOR	INVOICE No.	INVOICE Date	AMOUNT
TIF Grand Total				**CID Grand Total**			

2107 E Kansas Ave, LLC

Name: _____

_____
Signature

I do hereby certify that the above is correct, and that the amount claimed herein is actually due according to the Agreement.

Accepted and Approved:

_____
City Manager

_____
Date

EXHIBIT G
Certificate of Completion

City of Garden City, Kansas
Attn: City Manager

Re: 2107 E. Kansas, LLC TIF District and Community Improvement District – Certificate of Completion

Pursuant to Section 2.09 of the Development Agreement ("Agreement") between the City of Garden City, Kansas ("City") and 2107 E. Kansas, LLC. ("Developer"), the Developer certifies to the City as follows:

1. As of _____, 20____, the Project, as defined in the Agreement, has been substantially completed in accordance with the Agreement.

2. This Certificate is delivered by the Developer according to the Agreement to evidence Developer's compliance with Developer's agreements and covenants contained in the Agreement with respect to construction of the Project.

3. The City's acceptance of this Certificate will evidence satisfaction of the Developer's compliance with the Agreement's provisions regarding construction of the Project.

Terms used in this Certificate and not otherwise defined shall have the meanings given them in the Agreement.

Dated: _____

2107 E. KANSAS LLC.

By: _____
Title: _____

Accepted on _____, 20__.

CITY OF GARDEN CITY, KANSAS

By: _____
Title: _____

EXHIBIT H

Project Budget

	TOTAL COST	TIF ELIGIBLE COST	CID ELIGIBLE COST
ACQUISITION COSTS			
Property	$1,925,000	$1,925,000	$1,925,000
SITE WORK	-		-
Site Work	$1,319,621	$1,319,621	$1,319,621
Landscaping	$703,116	$703,116	$703,116
Lighting	$60,000	$60,000	$60,000
SUBTOTAL	$2,082,736	$2,082,736	$2,082,736
STREET WORK			
Road, Sidewalk and Curb	$854,737	$854,737	$854,737
HARD CONSTRUCTION COSTS	-		-
Bank	$4,415,000	$0	$4,415,000
Pad Site 2	$2,450,000	$0	$2,450,000
Pad Site 3	$2,362,500	$0	$2,362,500
Pad Site 4	$5,355,000	$0	$5,355,000
Pad Site 5	$1,050,000	$0	$1,050,000
Pad Site 6	$2,730,000	$0	$2,730,000
Pad Site 7	$2,730,000	$0	$2,730,000
Development Signage	$100,000	$0	$100,000
SUBTOTAL	$21,192,500	$0	$21,192,500
SOFT COSTS	-		-
Architectural & Engineering	$640,000	$176,000	$640,000
Geotechnical, Environmental, Construction Testing	$30,000	$30,000	$30,000
Taxes, Insurance, Appraisal	$18,000	$18,000	$18,000
Legal	$300,000	$300,000	$300,000
Survey	$12,000	$12,000	$12,000
Commissions & Fees	$100,000	$0	$100,000
Miscellaneous	$100,000	$0	$100,000
Financing Costs	$500,000	$0	$500,000
SUBTOTAL	$1,700,000	$536,000	$1,700,000
TOTALS			
Acquisition Costs	$1,925,000	$1,925,000	$1,925,000
Site Work	$2,082,736	$2,082,736	$2,082,736

Street Work	$854,737	$854,737	$854,737
Hard Construction Costs	$21,192,500	$0	$21,192,500
Soft Costs	$1,700,000	$536,000	$1,700,000
SUBTOTAL	$27,754,973	$5,398,473	$27,754,973
CONTINGENCY (10% on costs excluding land)	$2,582,997	$347,347	$2,582,997
TOTAL	$30,337,970	$5,745,820	$30,337,970

FIRST AMENDMENT TO 2107 E. KANSAS LLC (CAMPUS AND KANSAS) DEVELOPMENT AGREEMENT – TIF AND CID CITY OF GARDEN CITY, KANSAS

THIS FIRST AMENDMENT TO 2107 E. KANSAS (CAMPUS AND KANSAS) DEVELOPMENT AGREEMENT (this "**Amendment**") is entered into as of June 7, 2022, by and between 2107 E. Kansas, LLC, a Kansas limited liability company (the "**Developer**"), and the City of Garden City, Kansas, a municipal corporation organized under Kansas law (the "**City**"), with Developer and the City each referred to herein as a "**Party**" and collectively as the "**Parties**."

WHEREAS, the Parties entered into that certain 2107 E. Kansas, LLC (Campus and Kansas) Development Agreement dated as of June 18, 2019 (the "**Development Agreement**" or "**Agreement**"), which memorialized certain rights and obligations of each Party in relation to the development of a commercial development in Garden City, Kansas more particularly defined therein as the "**Project**."

WHEREAS, the Development Agreement establishes the respective rights and duties of the City and Developer as they relate to the Project, and sets out terms and conditions relating to the City's reimbursement of Developer for certain TIF Eligible Costs from available property tax increment and reimbursement of Developer for certain CID Eligible Project Costs from CID Sales Tax generated within the CID District.

WHEREAS, the parties acknowledge construction of the Project and performance of duties under the Agreement were delayed by circumstances beyond the reasonable control of the parties, which delays are considered "Excusable Delays" as defined in the Development Agreement.

WHEREAS, to encourage the development of the Project, the Developer seeks and the City is willing to approve Developer's beginning development and construction of buildings on certain lots that are part of the Project before all necessary infrastructure improvements contemplated for the Project are complete, subject to conditions and agreements set forth in this Amendment.

WHEREAS, the City has determined infrastructure improvements not described in the Development Agreement are necessary on Campus Drive, and the Parties agree to provide for and describe such additional work and the payment of costs for same in this Amendment.

WHEREAS, capitalized terms not otherwise defined or redefined herein shall have the same meaning as provided in the Development Agreement.

NOW THEREFORE, for mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Developer Work. The Parties acknowledge and agree that completion of substantial portions of the Developer Work identified in the Development Agreement has been delayed due to circumstances constituting Excusable Delays, and neither Party is aware of any defaults under the Development Agreement by such other Party as of the date hereof.

2. Development of Project; Additional Infrastructure, Timing. To aid the Developer in beginning development of currently undeveloped sites in the Project, and to describe the obligations of the Parties with respect to such development and additional infrastructure the City has determined is necessary for the Project, the Parties agree that a new section 2.04 (identified as "Intentionally Omitted" in the Development Agreement) shall be added to Article II of the Development Agreement, as follows:

Section 2.04. Development of Project; Additional Infrastructure, Costs, Timing.

A. *Scope.* The Project shall be developed within and subject to Applicable Laws and Requirements, the preliminary plat, final development plat, and site plan for the Project and the plat for the Project Site, as any of the forgoing may be amended. In connection with the building construction described in paragraph B of this section, the City has issued a permit for grading only, dated March 29, 2022. All infrastructure plans related to the Project (the "Infrastructure Plans") are subject to review and approval by the City, including necessary amendments to infrastructure plans required by the undertakings described this Section 2.04.

B. *Building Construction.* The Parties agree that Developer may begin development and construction of buildings on the portions of the Project labeled as Lot 1, Block 3 and Lots 1 and 2, Block 2 (collectively, the "Preliminary Lots") as depicted on Exhibit I to this Amendment, and before construction and installation of all infrastructure necessary for the Project and required by the Infrastructure Plans described in paragraph A of this Section. Notwithstanding the foregoing, no plan for development and construction of the Preliminary Lots will be approved by the City prior to approval of the Infrastructure Plans. The Parties agree a certificate of occupancy for buildings constructed or otherwise developed as part of the Project will not be issued by the City until the infrastructure required by the Infrastructure Plans is completed and approved and accepted by the City pursuant to the Subdivision Regulations of the City of Garden City, Kansas, and amendments thereto ("Subdivision Regulations"). The Parties further acknowledge that a Certificate of Completion for the full Project shall not be approved except in compliance with Section 2.08 of the Development Agreement. Prior to commencing construction of any infrastructure, the Developer shall provide surety or an approved alternative thereto pursuant to Section 70-2:7.140 of the Subdivision Regulations. Each and every term and condition of any such surety or approved alternative thereto shall be subject to the approval of the City, in its sole discretion, and, furthermore, the City may require any additional terms and conditions that it deems necessary to protect its interests and may require the removal of any terms or conditions that it deems against its interests. The foregoing sentence shall also apply to any maintenance bond or approved alternative thereto that the Developer will be required to provide pursuant to the Subdivision Regulations.

C. *Survey.* In connection with the building construction described in paragraph B of this Section 2.04, the Developer, at its sole expense, shall employ a surveyor to verify elevations as necessary for proper construction of the buildings. The City assumes no responsibility for

verifying elevations in connection with the construction of buildings as described in this Amendment.

D. *Traffic Infrastructure.* The Parties acknowledge and agree that, based on the Garden City Traffic Impact Study, prepared by TranSystems, dated August 2021, as revised on October 27, 2021, and supplemented by memorandum dated November 15, 2021 (the "Traffic Study"), additional traffic infrastructure improvement is required on Campus Drive to accommodate the Project, as follows: (1) A right-turn lane on Campus Drive, and improvements related thereto, that complies with applicable requirements of the Kansas Department of Transportation and that is approved by the City Engineer. The Developer agrees to pay to the City the development's share of the cost of re-striping Campus Street to three lanes (estimated at $27,000) before the restriping work begins. (2) The Parties agree the traffic signal at the Target store on Kansas Avenue must be coordinated with the traffic signal at Kansas Avenue and Campus Drive, and that the Developer will perform such coordination according to the results of the Traffic Impact Study and any of the City Engineer's comments thereon dated December 10, 2021. As part of such signal coordination, the Developer shall be responsible for ensuring that said traffic signal achieves any results and accomplishes any purpose of the Traffic Impact Study and any of the City Engineer's comments thereon, which shall include, but not be limited to, the Developer installing or providing for any upgrades to signal equipment, upgrades to timings, and any new or modified hardware, equipment, or software in accordance with said study and comments. Any such signal coordination shall be subject to the approval of the City. Any costs that the City incurs for its involvement with signal coordination will be invoiced directly to the Developer. (3) The Developer will pay to the City the costs of street signs ($2,199.39) at the time a construction permit is issued by the City for development work to begin on the Preliminary Lots. (4) Developer and City further agree to cooperate to replat Lot 3, Block 3 to accommodate the right-turn lane on Campus Street. The Parties further acknowledge and agree that no certificate of occupancy will be issued for any portion of the Project until the additional traffic infrastructure described in this paragraph D is completed.

E. *City Utilities.* City agrees to provide utility service owned and operated by the City (currently electric, water and wastewater service) to the Project. City utilities will be provided to the Project during construction and thereafter and billed at the current published rates as defined in City code. The City will charge and Developer agrees to pay connection fees for each utility service as required by current City Code on a per lot basis as lots are developed, except for the Preliminary Lots. The Developer shall pay the connection fees for each utility service for the Preliminary Lots at the time each building permit is respectively issued.

F. Electric Infrastructure. In connection with electrical service to the Project, the City agrees to acquire and install necessary electrical equipment in the City's electric utility system to serve the Project, consisting of the required underground primary voltage loop around the development which includes conduit, cable, junction boxes and electrical cable connection equipment (the "Electric Improvements"). The total estimated costs of the Electric Improvements is $302,900.27 and the Developer agrees to pay to the City $302,900.27 on the date the construction permit is issued for the Preliminary Lots, as described in this Addendum, which the City will apply to acquiring and installing the Electric Improvements. The City will seek bids for the required electrical equipment and award of the bid or bids will be in the City's sole discretion. If the bids result in an increase in the total estimated costs of the Electric

Improvements, the Developer will pay to the City the increased amount necessary to complete the Electric Improvements. The Developer agrees to make this payment before the City awards the bid or bids and begins purchase and installation of the Electric Improvements. If, upon completion of the Electric Improvements, the City determines the actual cost thereof is less than amounts previously paid by the Developer as provided in this paragraph, the City will reimburse the Developer for any overpayment made under this paragraph.

3. Project Budget. To correct a typographical error, the Parties agree that section 2.05 (identified as "Project Budget" in Article II of the Development Agreement) shall be amended to read as follows:

> **Section 2.05. Project Budget.** The Project shall be constructed substantially in accordance with the projected budget attached hereto as Exhibit H. However, the Parties acknowledge the Project Budget overall and each specific line item represents a best estimate of the cost of the Project and each Project component as of the Effective Date of this Agreement. No Project Costs set forth in the Project Budget shall require the Developer to expend a specific amount for any portion of the Project or individual Project Cost line item, and no liability shall attach to the Developer for expenditure of more or less on any specific Project component or Project Cost line item than is contained in the Project Budget. The Developer may modify or amend the Project Budget at any future date by written consent of the City, approved by the City Manager, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, the City's consent shall not be required to the extent a particular line item in the Project Budget increases by less than 10% from the figure shown on the Project Budget; however, the Developer shall notify the City in writing of increases of less than 10% and submit an amended Project Budget to the City.

4. Replacement of Exhibit G. In exchange for the amendment set forth in Section 2 of this Amendment, the Parties agree that Exhibit G to the Development Agreement (identified as "Certificate of Completion") is hereby replaced by Amended Exhibit G attached hereto.

5. No Further Modification. Except as specifically modified or supplemented by this Amendment, each and every other term and condition of the Development Agreement shall remain unchanged and in full force and effect without modification with respect to the Project and the development of the Project.

6. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one and the same instrument. Each Party may rely upon facsimile or electronic mail counterparts of this Amendment signed by the other Party with the same effect as if such Party had received an original counterpart signed by such other Party.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

CITY OF GARDEN CITY, KANSAS
a Kansas municipal corporation

[seal]

By _____
Shannon L. Dick, Mayor

ATTEST:

By: _____
Celyn N. Hurtado, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Cunningham, City Attorney

ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss.
COUNTY OF FINNEY)

Now on this 7th day of June, 2022, before me, a notary public in and for said county and state, came Shannon L. Dick and Celyn N. Hurtado, Mayor and City Clerk, respectively, of the City of Garden City, Kansas, a Kansas municipal corporation duly authorized, incorporated and existing under and by virtue of the Constitution and laws of the State of Kansas, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

_____
Notary Public

My Commission Expires:
9/14/24

ELLIE M. VOEPEL
Notary Public - State of Kansas
My Appt. Expires 9/14/24

TWG REF 919275

Date of Execution: 6-7-22

2107 E. CAMPUS, LLC.

By Matt Bennett

Name (Printed): Matt Bennett

Title: Manager

ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss.
COUNTY OF FINNEY)

Now on this 7 day of June, 2022 before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Matt Bennett, Manager of 2107 East Campus, LLC, who is personally known to me to be the same person who executed the within instrument on behalf of said entity and who duly acknowledged the execution of the same to be the act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

RACHEL ASEBEDO
Notary Public - State of Kansas
My Appt. Expires 05/18/25

Rachel Asebedo

Notary Public

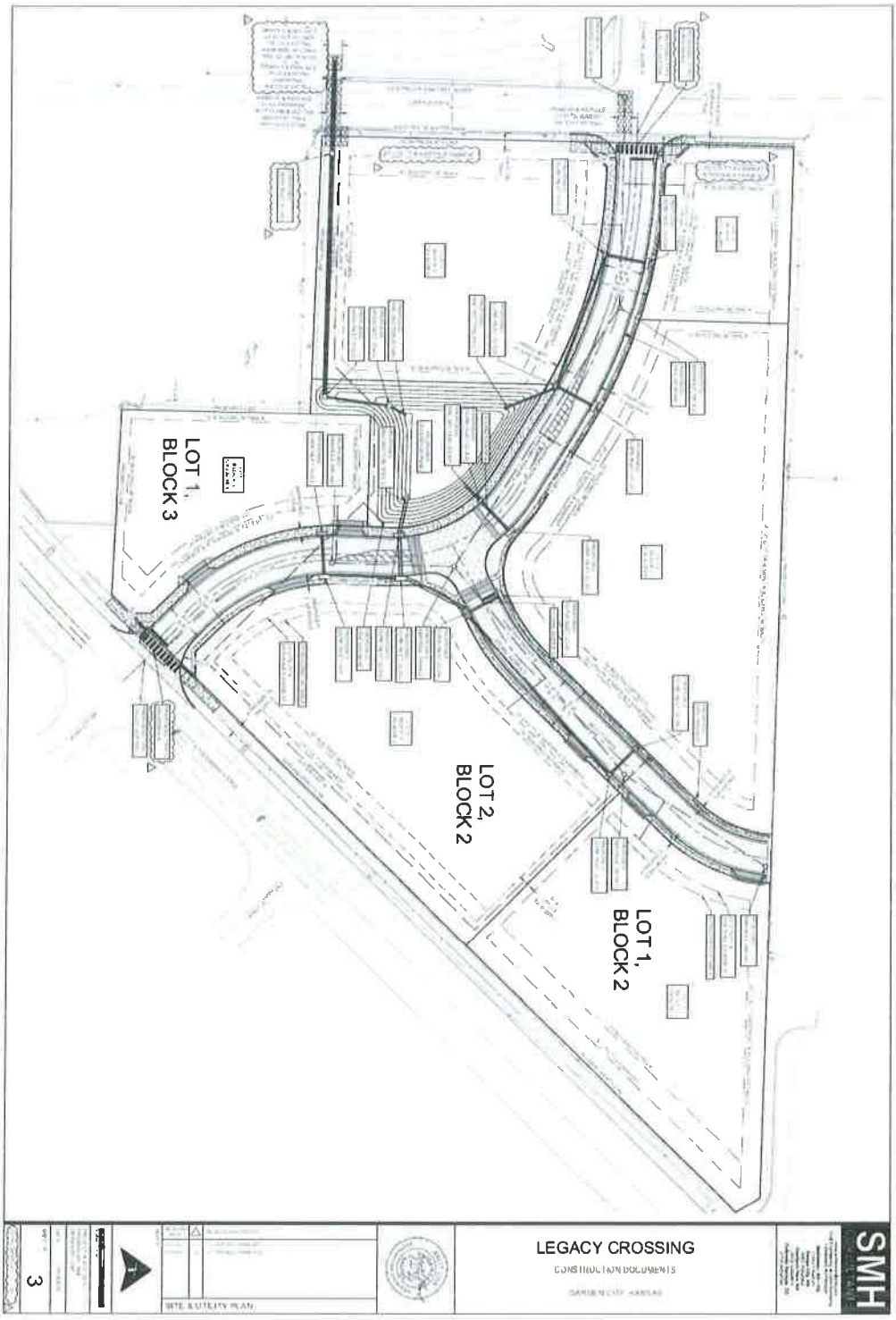
My Commission Expires:

05/18/22

TWG REF 919275

Exhibit I

Depiction of Lot 1, Block 3, and Lots 1 and 2, Block 2



TWG Ref: 919275

AMENDED **EXHIBIT G**
Form of Certificate of Completion

City of Garden City, Kansas
Attn: City Manager

Re: 2107 E. Kansas, LLC TIF District and Community Improvement District– Certificate of Completion

Pursuant to Section 2.09 of the Development Agreement ("Agreement") between the City of Garden City, Kansas ("City") and 2107 E. Kansas, LLC ("Developer"), the Developer certifies to the City as follows:

1. As of _____, 20__, the Project, as defined in the Agreement, has been substantially completed in accordance with the Agreement.

2. This Certificate is delivered by the Developer according to the Agreement to evidence Developer's compliance with Developer's agreements and covenants contained in the Agreement with respect to construction of the Project.

Terms used in this Certificate and not otherwise defined shall have the meanings given them in the Agreement.

Dated: _____

2107 E. Kansas, LLC

By: _____
Title: _____

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Matt Allen, City Manager
DATE: January 31, 2025
RE: Request for funding commitment and support for Pioneer Communications' Kansas ADOPT 2.0 grant application

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ISSUE:
Steve Dyer, Market Manager for Pioneer Communications, requests Governing Body consideration of a letter of support and a commitment of $20,000 toward a Kansas Adopt 2.0 grant application to install public wi-Fi in strategic locations across Garden City, including parks, libraries, and community centers.

BACKGROUND:
Pioneer Communications is submitting a Kansas ADOPT 2.0 grant application to place public Wi-Fi infrastructure in Garden City, with an empahsis in locating the infrastructure in/near City parks. The request for funding will be near $1,000,000. The criteria asks for a local match from the applicant and a percentage local match from the community (which can be met by local governments, other non-profits, or local businesses) to show community support. The percentage amount on a $1,000,000 grant award would be $20,000.

Steve Dyer, Market Manager for Pioneer Communications is asking the City of Garden City to provide the $20,000 local community match.

ALTERNATIVES:
1. The Governing Body may commit the requested $20,000 local match to a successful grant application.
2. The Governing Body may approve an amount less than $20,000 toward a local match to a successful grant application.
3. The Governing Body many deny the request.

RECOMMENDATION:
Staff has no recommendation.

FISCAL NOTE:
There are not funds budgeted for this type of expenditure. If the Governing Body approves the request, it is anticipated to take a portion from the General Fund and a portion from the Electric Utility. Those changes would be reflected in the Amended 2025 Budget during the creation of the 2026 Budget. The City has recently received private gifts to enhance the park system ($100,000), specifically Halloran Park. A portion of those funds could fulfill the obligation from the General Fund.

ATTACHMENTS:

Request for City of Garden City Local funding letter

January 27, 2025

Mayor and City Commissioners,

Pioneer Communications is proud to serve the residents of Garden City, providing high-speed broadband to communities that depend on connectivity for education, work, and daily life. As a growing regional hub, Garden City is vibrant with opportunity, yet many areas remain underserved in terms of reliable, high-speed internet access. This lack of connectivity presents challenges, particularly in public spaces where residents seek to access essential online services.

We are writing to request $20,000 in support from the Garden City Commission to help bridge this digital divide. With these funds, Pioneer Communications will install public Wi-Fi in strategic locations across Garden City, including parks, libraries, and community centers. This initiative will provide residents with reliable, high-speed internet access, addressing a critical need for connectivity in underserved areas.

This project is part of Pioneer Communications' application for the Kansas ADOPT 2.0 grant, a program that any designed to expand broadband access and adoption in communities across the state. The grant will enable us to deliver high-speed public Wi-Fi to areas where connectivity is most needed, ensuring residents have the tools they need to succeed in today’s digital world. However, local support is a key component of this grant, and the contribution from the Garden City Commission will play a vital role in demonstrating community commitment to addressing the digital divide.

The absence of public Wi-Fi in key areas has left many residents struggling to complete essential online tasks such as job applications, virtual learning, and telehealth appointments. Low-income families, students, and job seekers are disproportionately affected, creating barriers to education, healthcare, and economic advancement. This project aligns with the Kansas ADOPT program’s mission to ensure equitable access to broadband, empowering all residents to participate fully in the digital economy.

We believe this initiative will have a transformative impact on our community, fostering growth and opportunity for all. By supporting this effort, the Garden City Commission will be investing in the future of our residents, helping to create a more connected, equitable, and thriving community.

Thank you for considering this request. We are excited about the opportunity to collaborate with the Commission to bring this essential service to Garden City. We welcome the chance to discuss this project further and answer any questions you may have.

Sincerely,



Steve Dyer
Market Manager
Pioneer Communications

Kansas Office of Broadband Development Adopt 2.0 Grant Details:

- Total program funding available: Up to $10.7M in grant awards will be available across both sub-programs for applications best meeting the program guidelines
- Solicitation date: December 11, 2024

- Application window: Eight (8) weeks
- Deadline February 5, 2025
- Targeted award date: June 16, 2025
- Project period: December 1, 2024, through September 30, 2026
- Maximum individual award: $1,000,000
- Minimum applicant match: 5% of the total project cost
- Minimum co-investment amount: 2% of total project cost

Minimum Applicant Match

KOBD is implementing a minimum 5% applicant match model for the CPF DCT Public Wi-Fi Program. The minimum applicant match percentage is based on the total project cost. The 5% minimum applicant match is intended to encourage investment in unserved areas with a special focus on enabling 29 socioeconomically disadvantaged populations. Applicant match calculations are listed in the **example** below:

• Total project cost = $1,000,000
• Applicant match = 5% x $1,000,000 = $50,000

Additional points may be awarded during the grant evaluation period if applicants provide incremental matching funds beyond the 5% match. An example of an applicant providing incremental matching funds beyond the minimum applicant match is below:

• Minimum applicant match is 5% of total project cost, per program guidelines
• Applicant decides to match at a 9% total project cost value
• Incremental application scoring points will be awarded for the additional 4% of total project cost matched by the applicant

Minimum Co-Investment

The KOBD highly encourages partnerships between non-profit organizations, applicants and co-investment sponsors in order to identify gaps in broadband infrastructure and establish community priorities. KOBD is implementing a minimum 2% co-investment match model for the ADOPT 2.0 Public Wi-Fi Program. Co investment funds demonstrate community partnership, involvement, overall support and capture the degree of need for public Wi-Fi projects.

Co-investors are defined as individuals or organizations within the benefitted community, other than the applicant, who commit funds to the project. Eligible sources of co investment funds can be from private entities, local and/or county governments, eligible state programs or other contributors (examples: local ARPA funds, County Commission grants, private sector investments, non-profit contributions, etc.).

For this program, co-investment funds do not offset the applicant's match amount and are in addition to the required applicant match funds. Co-investment amounts are calculated as a percent of the total project cost as listed in the **example** below:

- Total project cost = $1,000,000
- Co-investment = 2% x $1,000,000 = $20,000

Additional points may be awarded if co-investors provide incremental funds beyond the 2% match. An **example** of a co-investor providing incremental matching funds beyond the minimum co-investment match is below:

- Minimum co-investment match is 2% of total project cost per program guidelines
- Co-investor decides to match at a 7% total project cost value
- Incremental application scoring points will be awarded for the additional 5% of total project cost matched by the co-investor

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Jon Irsik, Fire Chief
DATE: February 4, 2025
RE: 2024 MDA Results

ISSUE:
Presentation of the Muscular Dystrophy Association Boot Block Fundraiser Results

BACKGROUND:
On Saturday, September 21, 2024, members of the Garden City Fire Department (GCFD) and Holcomb Fire Department (HFD) partnered to participate in the annual Boot Block for Muscular Dystrophy Association (MDA).

This years event was held from 10:00 a.m. to 2:00 p.m. with firefighters positioned at the intersections of Kansas and Fleming, Schulman Crossing, Walmart East, and Downtown Garden City during Fall Fest, as well as at Love's Travel Stop in Holcomb, KS. Donations were able to be made in person or with a QR code. The total amount collected by GCFD was $9,418 and the total amount collected by HFD was $500, for a combined total of $9,418.

The continued success of the MDA Boot Drive in Garden City rests solely on the GCFD & HFD firefighters and the citizens of Garden City and Finney County that have continued to generously donate for many years. This year, the Garden City Fire Department had the fourth highest amount raised in the state of Kansas, trailing only behind Wichita, Junction City, and Kansas City, KS.

A heartfelt "thank you" is extended to the citizens of our community and those visiting for their generosity and continued support of this worthy cause.

ALTERNATIVES:
None.

RECOMMENDATION:
None.

FISCAL NOTE:
For the purpose of tracking donations appropriately, all funds were deposited into GL 30200100-3605 Donations-Fire Department and an invoice request was submitted to process a check for MDA.

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Yeimi Darville, Communications Manager
DATE: February 4, 2025
RE: 2024 Fourth Quarter and End of Year Report

ISSUE:
Presentation of the 2024 Quarter 4 and End of Year Social Media Report from the Communications Department

BACKGROUND:
Attached is the Social Media Report for the 2024 Fourth Quarter and End of Year from the Communications Department.

ALTERNATIVES:
None.

RECOMMENDATION:
None.

FISCAL NOTE:
None.

ATTACHMENTS:
Quarter 4 Social Media Report & EOY Report

Social Media Report



Q4

GARDEN CITY
KANSAS

facebook

Number of Posts **174**
4% decrease from Q3

Post Reach **417,612**
31% decrease from Q3

Followers Gained **445**
12% increase from Q3

Engagement Rate *** **7.56%**

Awareness Metrics		Q4 2024	Q3 2024	Q4 2023
Post Reach	Portion of people reached in relation to the total number of followers.	17.73%	24.63%	25.87%
Audience Growth Rate	The speed at which your brand's following increases.	1.91%	1.62%	1.25%
Engagement Metrics				
Applause Rate	The % of our audience that finds value in the things we post.	22.53%	22.92%	23.88%
Average Engagement Rate	Content is resonating with the audience.	7.56%		
Conversion Metrics				
Click-Through Rate	How often people click on the call-to-action link in a post.	0.23%	0.22%	0.24%

Analysis

In the fourth quarter, the Communications Department took the time to reassess social media metrics to align more closely with the department's objectives and initiatives. This period generally sees a decline in activity, as many users reduce their social media engagement during the holiday season, leading to lower metrics. The decline in post reach and percentage is closely tied to the reduced number of posts from the department. Moving forward, responsibilities will be redistributed within the team to introduce fresh ideas for the page. The department primarily posts informative and graphic-heavy content, which tends to result in lower metrics due to the nature of the material.

****A notable difference moving forward will be the average engagement rate, which can either be calculated over followers or reach. For the department, calculating over reach aligns more with ensuring content is being seen rather than restricting it to how many followers are seeing the content.*

Instagram

Number of Posts **62**
34% increase from Q3

Post Reach **47,265**
45% increase from Q3

Followers Gained **138**
273% increase from Q3

Engagement Rate *** **8.39%**

Awareness Metrics		Q4 2024	Q3 2024	Q4 2023
Post Reach	Portion of people reached in relation to the total number of followers.	27.99%	26.51%	24.74%
Audience Growth Rate	The speed at which your brand's following increases.	5.07%	1.14%	0.65%
Engagement Metrics				
Applause Rate	The % of our audience that finds value in the things we post.	129.70%	76.67%	104.35%
Average Engagement Rate	Content is resonating with the audience.	8.39%		

Analysis

In Quarter 4, the Instagram platform saw a rise in reels showcasing the Electric, Police, Parks and Recreation, and Fire departments. These reels featured popular audio and trending concepts. The increase in collaboration enabled the department to take advantage of the collaboration feature, ensuring that the videos or posts reached both the followers of the City of Garden City and those of other City departments. This quarter's success stemmed from proactive and innovative strategies, allowing more time for video editing and collaboration with other departments. Additionally, in Q4, the department introduced a new communication approach to encourage staff participation by providing details such as time, duration, concept ideas, and scripts in advance, improving engagement and participation in communication efforts.

Number of Posts
41% increase from Q3

24

Post Impressions
23% decrease from Q3

6,831

Followers Gained
65% decrease from Q3

12

Engagement Rate
***

18.52%

Awareness Metrics		Q4 2024	Q3 2024	Q4 2023
Post Reach	Portion of people reached in relation to the total number of followers.	33.83%	142.92%	119.82%
Audience Growth Rate	The speed at which your brand's following increases.	3.19%	4.89%	5.24%
Engagement Metrics				
Applause Rate	The % of our audience that finds value in the things we post.	57.45%	72.88%	24.90%
Average Engagement Rate	Content is resonating with the audience.	18.52%		

Analysis

The City's LinkedIn platform has experienced a plateau this quarter. Content that previously performed well has seen a decline in engagement metrics, leading to lower overall results. Although the number of posts has increased, it is reasonable to conclude that the metrics did not rise due to the nature of the content and the time of year. As follower growth slows compared to the initial introduction of the platform, the metrics will stabilize, reflecting the department's efforts more accurately. Being the newest platform for the department, the content remains experimental as we seek insights into what resonates best on this platform and for followers.

Number of Posts
15% decrease from Q3

17

Post Impressions
17% decrease from Q3

2,845

Followers Gained
800% decrease from Q3

-27

Engagement Rate
***

6.46%

Awareness Metrics		Q4 2024	Q3 2024	Q4 2023
Post Reach	Portion of people reached in relation to the total number of followers.	5.75%	5.84%	5.98%
Audience Growth Rate	The speed at which your brand's following increases.	-0.93%	0.34%	-0.10%
Engagement Metrics				
Applause Rate	The % of our audience that finds value in the things we post.	1.00%	1.22%	3.10%
Average Engagement Rate	Content is resonating with the audience.	6.46%		
Conversion Metrics				
Click-Through Rate	How often people click on the call-to-action link in a post.	0.11%	0.03%	0.32%

Analysis

As noted in earlier quarterly updates, X, formerly known as Twitter, is not a platform where the department creates specialized content. Instead, it functions primarily for cross-posting and is regularly updated and maintained. However, as metrics evolve, being removed or added, the current state of the platform does not serve the department's strategy and goals. The department will keep an eye on the platform and seek updates, with the hope of eventually reestablishing a dedicated content strategy for it.

YouTube

Number of Posts 24
100% increase from Q3

Post Impressions 6,831
213% increase from Q3

Followers Gained 12
71% increase from Q3

Engagement Rate
***
18.52%

Awareness Metrics		Q4 2024	Q3 2024	Q4 2023
Video Reach	Portion of people reached in relation to the total number of followers.	79.52%	39.28%	193.93%
Audience Growth Rate	The speed at which your brand's following increases.	2.03%	0.73%	3.00%
Engagement Metrics				
Applause Rate	The % of our audience that finds value in the things we post.	0.13%	0.54%	0.19%
Average Engagement Rate	Content is resonating with the audience.	3.16%		

Analysis

The City's YouTube channel showcases recordings of City Commission Meetings alongside a variety of City-related videos. While only 24 videos were uploaded in the fourth quarter, viewer metrics show steady engagement from both employees and residents. At the Communications Retreat in December, the department generated several ideas to keep this platform consistently updated with fresh content, expanding beyond just the City Commission streams. This platform allows the department to gather ongoing metrics, regardless of whether new content is uploaded, as it retrieves older videos to align with viewer algorithms. The metrics collected reflect only the content uploaded during the quarter, not previous videos or Economic Development meetings.

MY GCKS

Number of Alerts Sent 25
7% decrease from Q3

Sign-Ups 35
3% derease from Q3

Residents Engaged 87
72% decrease from Q3

Total Communications 156
2.5% decrease from Q3

	Total of Alert Sign Ups	Total Communications	Total Residents Engaged	Alert Sign Ups	Total Questions
	People who have signed up to receive alerts	*All interactions between residents and the bot*	*# of residents the bot has engaged*	*People who have signed up to receive alerts this quarter*	*# of resident inquiries that triggered an answer from the bot*
Q4 2024	703	156	87	35	18
Q3 2024	665	160	127	36	57
Q4 2023	285	129	84	46	10

Analysis

Over the course of the year, the department dedicated significant efforts to promote My GCKS. While awareness among residents is on the rise, enhancing their understanding of the service could result in increased usage of the platform. During the Communications Retreat, brainstorming sessions produced a variety of promotional ideas and specific posts demonstrating how residents can utilize the service, including reporting potholes, asking questions, notifying about utility disruptions, or inquiring about the upcoming City Commission meetings. The 145% increase in alert sign-ups reflects the ongoing education provided to the public about this service. However, metrics saw a decline in the fourth quarter due to reduced promotional activities. As Sales Tax appearances decreased, the promotion of the service also diminished, leading to lower metrics. In the first quarter, the department plans to implement the previously mentioned ideas.

Social Media Report



EOY

GARDEN CITY
KANSAS

facebook

Number of Posts 728
22% increase from 2023

2,625,195
Post Reach 10% increase from 2023

Followers Gained 1,708
38% increase from 2023

Engagement Rate *** 7.48%

Awareness Metrics		2024	2023	2022
Post Reach	Portion of people reached in relation to the total number of followers.	26.64%	33.09%	34.78%
Audience Growth Rate	The speed at which your brand's following increases.	12.62%	10.50%	8.02%
Engagement Metrics				
Applause Rate	The % of our audience that finds value in the things we post.	103.64%	121.18%	36.54%
Average Engagement Rate	Content is resonating with the audience.	7.48%		
Conversion Metrics				
Click-Through Rate	How often people click on the call-to-action link in a post.	0.20%	0.25%	0.35%

Analysis

Facebook serves as the primary channel for City communications. The strategy involves posting twice daily, five days a week, which leads to a substantial number of posts and enhances overall reach. However, the increase in posting frequency has resulted in a decline in post reach. The content shared on Facebook is predominantly educational and heavily graphic-based, presenting an ongoing challenge for the department. In the past year and looking ahead, a major focus will be on exploring alternative methods to deliver information beyond graphics. Additionally, a key priority for 2025 is to connect more content back to the website, especially now that it has been redesigned and updated.

Instagram

Number of Posts **583**
227% increase from 2023

Post Reach **230,760**
106% increase from 2023

Followers Gained **549**
44% increase from 2023

Engagement Rate *** **7.07%**

Awareness Metrics		2024	2023	2022
Post Reach	Portion of people reached in relation to the total number of followers.	14.53%	25.34%	23.85%
Audience Growth Rate	The speed at which your brand's following increases.	20.15%	0.95%	38.17%
Engagement Metrics				
Applause Rate	The % of our audience that finds value in the things we post.	421.18%	415.28%	376.11%
Average Engagement Rate	Content is resonating with the audience.	7.07%		

Analysis

In 2024, Instagram metrics and content uploads saw a significant rise compared to 2023. The enhanced quality of content led to improved metrics and increased engagement. This year, the department concentrated on appealing to the demographic that predominantly uses the platform, making content more engaging and prioritizing reels. The number of reels surged by 100% from 2023 to 2024, resulting in a greater reach and an increase in followers. Although the reach of individual posts declined, this was attributed to a 227% rise in the total number of posts, which impacted the post reach percentage. However, the overall reach, increased. Looking ahead to 2025, the department aims to keep strategizing around reels and trendy opportunities, ensuring alignment with local government initiatives and the City's mission.

LinkedIn

Number of Posts **77**
13% increase from 2023

Post Impressions **30,641**
89% increase from 2023

Followers Gained **113**
3% increase from 2023

Engagement Rate *** **30.30%**

Awareness Metrics		2024	2023	2022
Post Reach	Portion of people reached in relation to the total number of followers.	51.30%	91.09%	153.93%
Audience Growth Rate	The speed at which your brand's following increases.	30.05%	8.96%	576.00%
Engagement Metrics				
Applause Rate	The % of our audience that finds value in the things we post.	237.50%	218.01%	232.54%
Average Engagement Rate	Content is resonating with the audience.	30.30%		

Analysis

LinkedIn is the department's newest platform. Over the past year, various strategies have been employed for the content shared here, evolving from solely showcasing new employees and anniversaries to incorporating elements from the off-week memo that narrate the stories of the City's staff and emphasize innovative strategies in local government and interdepartmental work. The focus has increasingly shifted towards celebrating employees and their contributions to the organization. Moving into 2025, with a clearer understanding of successful content, the department aims to utilize this platform to share information similar to the financial profile and enhance posts that highlight employees, as this type of content has proven to resonate most effectively. This year, the department also expects social media metrics to stabilize on this platform as it enters its second year of consistent posting.

Number of Posts 259
12% decrease from 2023

Post Impressions 42,798
50% decrease from 2023

Followers Gained 9
160% increase from 2023

Engagement Rate
*** 4.34%

Awareness Metrics		2024	2023	2022
Post Reach	Portion of people reached in relation to the total number of followers.	5.67%	10.17%	11.34%
Audience Growth Rate	The speed at which your brand's following increases.	0.31%	-0.79%	3.81%
Engagement Metrics				
Applause Rate	The % of our audience that finds value in the things we post.	12.63%	21.39%	36.54%
Average Engagement Rate	Content is resonating with the audience.	4.34%		
Conversion Metrics				
Click-Through Rate	How often people click on the call-to-action link in a post.	0.25%	0.35%	0.21%

Analysis

X, previously known as Twitter, has experienced a decline in users, advertising revenue, and overall value since new ownership took over at the end of 2022. The City's account has also faced notable reductions in social media metrics following this ownership change. While the City's X account is regularly updated with content, no new material is being created as it does not yield significant metrics. Metrics tend to improve when sharing news-related content, which poses a challenge in our region. Going forward, the department intends to maintain the current strategy of keeping the platform updated until it potentially stabilizes. Since the change in ownership, the platform has introduced challenges, including blocked metrics, changes to the algorithm, and subscription-based features.

YouTube

Number of Videos 42

7% decrease from 2023

Video Impressions 366,700

46% decrease from 2023

Subscribers Gained 63

56% decrease from 2023

Engagement Rate *** 1.95%

Awareness Metrics		2024	2023	2022
Post Reach	Portion of people reached in relation to the total number of followers.	363.24%	362.98%	2345.09%
Audience Growth Rate	The speed at which your brand's following increases.	5.55%	2.20%	9.61%
Engagement Metrics				
Applause Rate	The % of our audience that finds value in the things we post.	2.38%	1.65%	26.90%
Average Engagement Rate	Content is resonating with the audience.	1.95%		

Analysis

The City's YouTube channel featured a blend of content specifically created for the platform and material repurposed from other sources. An advantage of this platform is its ability to sustain viewer engagement on videos posted prior to 2024, ensuring ongoing relevance as the algorithm highlights videos for audiences. However, metrics saw a decline throughout 2024 as the department shifted its focus to other platforms and projects. Looking ahead to 2025, the department intends to revamp its content strategies, planning tailored content for the platform while fostering collaboration with other City departments and local businesses.

MY GCKS

Number of Alerts Sent 105
38% increase from 2023

Sign-Ups 418
245% increase from 2023

Residents Engaged 845
197% increase from 2023

Total Communications 1,170
180% increase from 2023

	Total of Alert Sign Ups	Total Communications	Total Residents Engaged	Alert Sign Ups	Total Questions
	People who have signed up to receive alerts	*All interactions between residents and the bot*	*# of residents the bot has engaged*	*People who have signed up to receive alerts this year*	*# of resident inquiries that triggered an answer from the bot*
2024	703	1,170	845	418	193
2023	285	417	284	121	53
2022	164	382	307	164	20

Analysis

As highlighted in the Quarter 4 update, My GCKS has been a key focus for the department throughout the past year. The department made over 15 appearances to promote the service to residents, which resulted in a twofold increase in bot usage metrics. Looking ahead to 2025, the department plans to maintain its innovative strategies to promote My GCKS, including collaborations with local coffee shops, placing table tents at Tyson, and participating in more community events to enhance outreach beyond social media.

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Jon Irsik, Fire Chief
DATE: February 4, 2025
RE: Dec Activity Report & Annual Summary Report

ISSUE:
Presentation of the December Activity Report and the 2024 Annual Summary Report.

BACKGROUND:
Attached is a summary of calls and activities for the Garden City Fire Department for the month of December and the 2024 Annual Summary Report.

ALTERNATIVES:
None.

RECOMMENDATION:
None.

FISCAL NOTE:
None.

ATTACHMENTS:
December Summary Report
2024 Annual Summary Report

Garden City Fire Department
December Summary Report

Monthly Overview

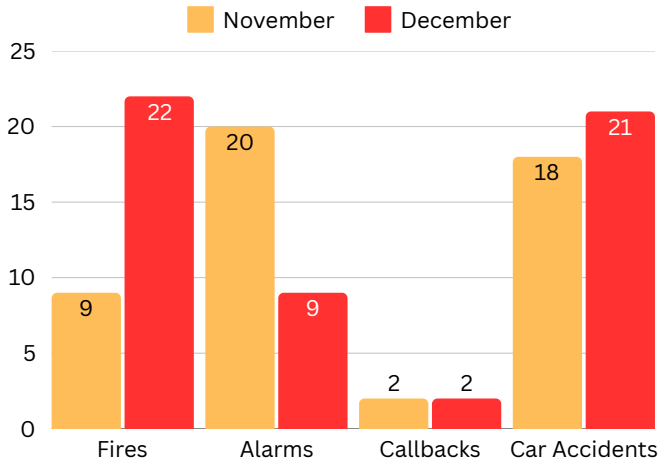
December was a month filled with community spirit, meaningful traditions, and impactful contributions for the Garden City Fire Department. The department continued its annual holiday traditions by adopting three families through the Angel Tree program, providing gifts and support to brighten their holidays. Firefighters also participated in the Red vs. Blue Bell Ringing Competition against the Garden City Police Department, a friendly rivalry benefiting the Salvation Army, and Wreaths Across America.

The department hosted its annual Christmas breakfast for all on-duty first responders in Finney County, fostering camaraderie among public safety professionals, and firefighters enjoyed a homecooked Christmas dinner generously prepared and donated by Firefighter I Faulconer's family.

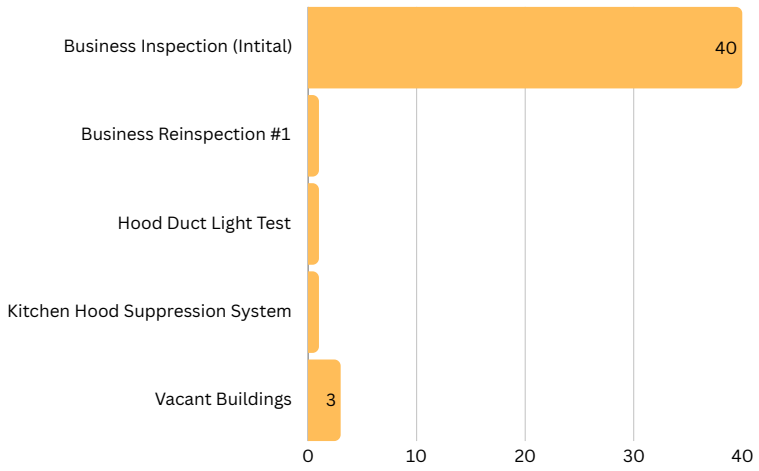
We received a $3,000 grant from the Western Kansas Community Foundation to provide smoke and carbon monoxide detectors, enhancing safety in the community. Southwest Kansas Konnect Include Supports (SWK KISS) donated sensory bags for all primary response apparatus to assist individuals with autism, cognitive impairments, and language barriers.

December was a fitting end to a year marked by service, tradition, and dedication to the Garden City community.

Call Comparison



Inspections



Incident and Response Statistics

258 Monthly Call Volume	2971 YTD Call Volume	8.1% of Calls were Car Accidents	8.3 Calls/Day Average
2 Callbacks to station	120 Overlapping Incidents	2:00 Average Dispatch to Turnout Time	146 Total Training Hours

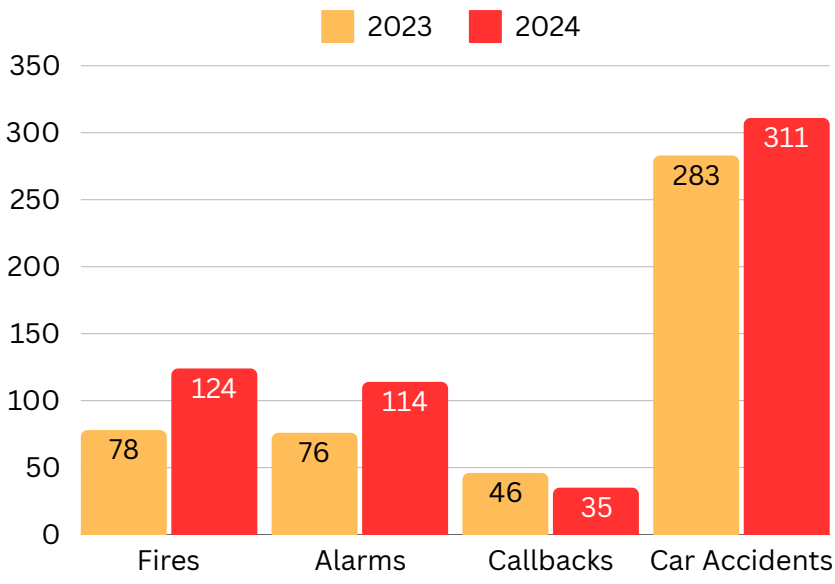


Garden City Fire Department Year In Review

2024 was a year of growth, training, and community engagement for the Garden City Fire Department. Here are some of the highlights:

Fire Safety and Outreach efforts were highlighted during October's Fire Safety Month, focusing on smoke alarm safety to ensure community members had working alarms in their homes. **Operational Developments** included five deployments by the Wildland Team to Colorado, California, and across Kansas, as well as multiple local deployments by the Technical Rescue Team. On the **infrastructure front**, Station 3 construction progressed ahead of schedule, with completion anticipated in May 2025. **Community Engagement** flourished through events like the third annual GCFD Honor Guard Tournament, which supports the Honor Guard's mission to honor fallen firefighters at state and national memorials, and the annual Fill the Boot drive, which raised $9,417.64 for the Muscular Dystrophy Association. The first combined **Public Safety Open House** in October provided residents an opportunity to connect with first responders, explore equipment demos, and enjoy family-friendly activities. In **Grants and Development**, staff applied for three grants, receiving funding for one, and updated the department's Standard Operating Guidelines (SOGs) to reflect a commitment to operational excellence. The department also celebrated milestones in **Retirements and Promotions**, with Battalion Chief James Southern retiring in April and Lieutenant Adam Patterson promoted to Battalion Chief in December. Overall, 2024 was a year of growth, progress, and community connection.

Call Comparison



Incident and Response Statistics

10.5% of Calls were Car Accidents	2971 YTD Call Volume
35 Callbacks to station	1,282 Overlapping Incidents
2:25 Average Dispatch to Turnout Time	4:50 Average Turnout Time to Arrival on Scene
8.14 Calls/Day Average	11,946 Total Training Hou

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Jared Kuhlmann, Finance Director
DATE: February 4, 2025
RE: Service and Finance Monthly Sales Tax Report - January 2025

ISSUE:
Presentation of January 2025 Monthly Sales Tax Reports from Service and Finance

BACKGROUND:

ALTERNATIVES:

RECOMMENDATION:

FISCAL NOTE:

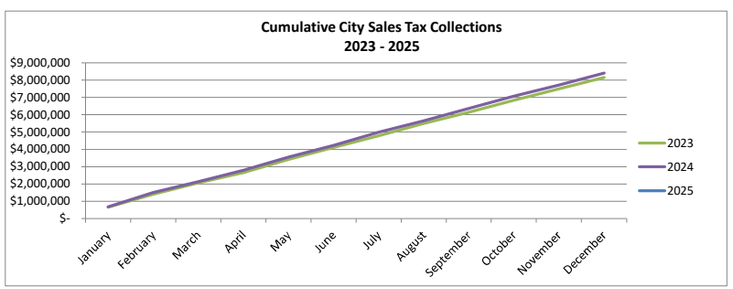
ATTACHMENTS:
Sales Tax Receipts Reports - January 2025

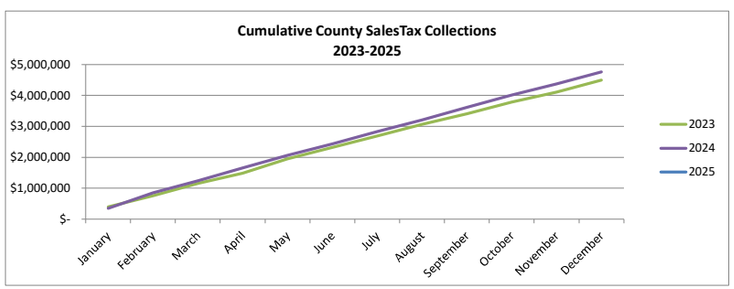
ANALYSIS OF CITY SALES TAX RECEIPTS

MONTH RECEIVED	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
JANUARY	$ 351,457	$ 351,627	$ 409,255	$ 529,129	$ 415,161	$ 432,278	$ 483,869	$ 508,705	$ 480,712	$ 521,960	$ 543,148	$ 543,924	$ 564,062	$ 565,980	$ 601,819	$ 596,509	$ 640,065	$ 665,684	$ 669,090	$ 752,470
FEBRUARY	$ 416,061	$ 444,506	$ 465,707	$ 415,062	$ 416,555	$ 509,745	$ 497,844	$ 514,511	$ 575,307	$ 638,635	$ 629,836	$ 638,147	$ 655,745	$ 650,141	$ 646,641	$ 654,966	$ 788,126	$ 735,542	$ 831,503	$ -
MARCH	$ 317,599	$ 338,956	$ 418,336	$ 461,822	$ 432,675	$ 426,585	$ 438,777	$ 468,745	$ 469,435	$ 470,493	$ 502,661	$ 474,000	$ 510,366	$ 555,657	$ 499,030	$ 627,649	$ 631,570	$ 661,368	$ 632,400	$ -
APRIL	$ 321,431	$ 358,967	$ 361,119	$ 388,668	$ 328,743	$ 328,309	$ 409,253	$ 411,491	$ 468,167	$ 493,539	$ 514,449	$ 504,284	$ 501,872	$ 457,775	$ 533,006	$ 559,450	$ 626,920	$ 592,420	$ 665,768	$ -
MAY	$ 372,027	$ 382,562	$ 426,812	$ 362,989	$ 430,701	$ 442,882	$ 502,577	$ 481,623	$ 528,216	$ 556,737	$ 569,117	$ 584,814	$ 579,847	$ 607,072	$ 560,306	$ 637,511	$ 727,163	$ 765,370	$ 749,722	$ -
JUNE	$ 364,552	$ 363,536	$ 398,458	$ 413,934	$ 423,173	$ 471,595	$ 457,884	$ 469,940	$ 526,978	$ 523,569	$ 524,973	$ 488,288	$ 529,078	$ 551,413	$ 526,197	$ 615,152	$ 749,400	$ 690,456	$ 688,183	$ -
JULY	$ 350,754	$ 394,947	$ 456,516	$ 469,538	$ 402,144	$ 431,189	$ 453,965	$ 554,262	$ 540,941	$ 540,334	$ 551,396	$ 527,818	$ 571,285	$ 591,262	$ 560,739	$ 645,485	$ 652,941	$ 679,201	$ 749,038	$ -
AUGUST	$ 377,510	$ 372,473	$ 456,809	$ 373,995	$ 433,641	$ 420,914	$ 490,394	$ 504,212	$ 526,281	$ 546,571	$ 535,506	$ 575,191	$ 552,932	$ 580,309	$ 609,252	$ 594,021	$ 701,907	$ 711,936	$ 661,357	$ -
SEPTEMBER	$ 341,558	$ 388,244	$ 463,398	$ 421,706	$ 415,115	$ 433,117	$ 424,160	$ 529,341	$ 509,837	$ 548,219	$ 534,225	$ 537,191	$ 552,981	$ 611,822	$ 574,299	$ 647,049	$ 646,904	$ 641,621	$ 716,800	$ -
OCTOBER	$ 365,725	$ 408,881	$ 446,179	$ 411,421	$ 425,392	$ 450,833	$ 468,586	$ 501,467	$ 516,778	$ 517,874	$ 563,222	$ 528,383	$ 559,878	$ 574,684	$ 577,225	$ 603,159	$ 577,619	$ 699,621	$ 717,509	$ -
NOVEMBER	$ 351,892	$ 352,723	$ 435,767	$ 402,883	$ 390,433	$ 412,877	$ 474,976	$ 422,213	$ 496,772	$ 528,692	$ 541,283	$ 547,752	$ 518,223	$ 567,513	$ 521,586	$ 530,010	$ 682,330	$ 661,283	$ 639,679	$ -
DECEMBER	$ 356,317	$ 396,872	$ 432,701	$ 461,792	$ 412,973	$ 481,207	$ 424,131	$ 501,046	$ 519,605	$ 539,387	$ 522,361	$ 501,313	$ 529,852	$ 536,285	$ 563,392	$ 705,360	$ 684,862	$ 649,121	$ 696,264	$ -
TOTAL RECEIPTS	$ 4,286,883	$ 4,554,294	$ 5,171,057	$ 5,112,939	$ 4,926,706	$ 5,241,531	$ 5,526,416	$ 5,867,556	$ 6,159,029	$ 6,426,010	$ 6,532,177	$ 6,451,105	$ 6,626,121	$ 6,849,913	$ 6,773,491	$ 7,416,321	$ 8,109,805	$ 8,153,624	$ 8,417,315	$ 752,470
PERCENTAGE CHANGE	#REF!	6.24%	13.54%	-1.12%	-3.64%	6.39%	5.44%	6.17%	4.97%	4.33%	1.65%	-1.24%	2.71%	3.38%	-1.12%	9.49%	9.35%	0.54%	3.23%	-91.06%

ANALYSIS OF COUNTY-WIDE SALES TAX RECEIPTS

MONTH RECEIVED	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
JANUARY	$ 90,890	$ 96,504	$ 112,365	$ 136,559	$ 194,148	$ 172,402	$ 201,675	$ 215,987	$ 207,262	$ 300,664	$ 307,037	$ 317,152	$ 327,188	$ 321,485	$ 367,380	$ 334,224	$ 382,914	$ 396,394	$ 354,297	$ 442,574
FEBRUARY	$ 108,918	$ 117,464	$ 120,392	$ 112,708	$ 168,090	$ 206,332	$ 201,136	$ 213,048	$ 244,277	$ 362,832	$ 358,531	$ 364,135	$ 376,672	$ 373,022	$ 360,916	$ 373,850	$ 459,070	$ 358,637	$ 500,830	$ -
MARCH	$ 84,800	$ 91,096	$ 111,384	$ 127,434	$ 176,275	$ 176,089	$ 187,616	$ 198,757	$ 200,357	$ 290,207	$ 301,101	$ 282,153	$ 298,258	$ 337,311	$ 327,594	$ 359,218	$ 372,085	$ 398,920	$ 387,324	$ -
APRIL	$ 88,367	$ 97,920	$ 97,076	$ 105,529	$ 136,058	$ 140,393	$ 176,191	$ 179,735	$ 202,588	$ 302,975	$ 303,689	$ 302,845	$ 291,365	$ 355,975	$ 302,658	$ 313,114	$ 371,237	$ 331,446	$ 417,047	$ -
MAY	$ 100,809	$ 103,484	$ 113,955	$ 102,518	$ 173,875	$ 182,165	$ 217,621	$ 215,823	$ 225,522	$ 329,154	$ 324,679	$ 343,200	$ 333,071	$ 352,774	$ 319,616	$ 349,824	$ 452,363	$ 462,759	$ 400,462	$ -
JUNE	$ 99,561	$ 98,793	$ 107,235	$ 110,225	$ 174,577	$ 192,468	$ 197,406	$ 205,745	$ 227,284	$ 313,770	$ 298,761	$ 301,306	$ 306,362	$ 332,182	$ 348,707	$ 322,313	$ 405,973	$ 369,590	$ 374,385	$ -
JULY	$ 95,381	$ 109,492	$ 130,863	$ 126,193	$ 163,203	$ 175,188	$ 199,698	$ 238,623	$ 232,796	$ 313,034	$ 330,600	$ 314,986	$ 335,180	$ 332,067	$ 323,487	$ 342,546	$ 367,080	$ 368,825	$ 395,378	$ -
AUGUST	$ 104,308	$ 99,317	$ 123,221	$ 103,580	$ 180,595	$ 178,778	$ 209,006	$ 213,331	$ 223,986	$ 317,123	$ 303,152	$ 337,844	$ 344,467	$ 338,976	$ 366,555	$ 322,660	$ 408,789	$ 378,761	$ 382,123	$ -
SEPTEMBER	$ 93,570	$ 106,941	$ 133,521	$ 111,381	$ 174,612	$ 178,054	$ 180,008	$ 232,303	$ 304,118	$ 318,362	$ 326,369	$ 334,573	$ 317,832	$ 364,224	$ 343,757	$ 337,376	$ 252,369	$ 345,634	$ 400,320	$ -
OCTOBER	$ 101,146	$ 112,166	$ 117,796	$ 108,343	$ 174,202	$ 189,062	$ 203,819	$ 218,503	$ 313,005	$ 301,429	$ 330,331	$ 323,573	$ 331,607	$ 336,116	$ 355,188	$ 366,176	$ 327,539	$ 373,194	$ 403,647	$ -
NOVEMBER	$ 94,231	$ 107,500	$ 117,428	$ 111,973	$ 153,378	$ 174,342	$ 208,611	$ 184,384	$ 304,259	$ 308,291	$ 321,505	$ 331,203	$ 303,002	$ 292,047	$ 321,857	$ 327,221	$ 398,510	$ 361,868	$ 360,045	$ -
DECEMBER	$ 94,570	$ 109,693	$ 114,846	$ 160,409	$ 161,622	$ 196,711	$ 182,159	$ 236,524	$ 312,690	$ 312,260	$ 310,550	$ 299,058	$ 311,284	$ 287,121	$ 299,985	$ 377,925	$ 393,418	$ 352,334	$ 383,207	$ -
TOTAL RECEIPTS	$ 1,156,551	$ 1,250,370	$ 1,400,082	$ 1,416,852	$ 2,030,635	$ 2,161,984	$ 2,364,946	$ 2,552,763	$ 2,998,144	$ 3,770,101	$ 3,816,305	$ 3,852,028	$ 3,876,288	$ 4,023,300	$ 4,037,701	$ 4,126,447	$ 4,591,345	$ 4,498,363	$ 4,759,063	$ 442,574
PERCENTAGE CHANGE	#REF!	8.11%	11.97%	1.20%	43.32%	6.47%	9.39%	7.94%	17.45%	25.75%	1.23%	0.94%	0.63%	3.79%	0.36%	2.20%	11.27%	-2.03%	5.80%	-90.70%





CITY OF GARDEN CITY, KANSAS

.30 SALES TAX RECEIPTS

MONTH RECEIVED		2019	2020	2021	2022	2023	2024	2025
JANUARY	CI	$ 112,024	$ 116,089	$ 114,388	$ 133,927	$ 140,015	$ 145,980	$ 156,745
	CO	$ 107,555	$ 110,570	$ 108,950	$ 127,295	$ 129,717	$ 142,672	$ 138,953
FEBRUARY	CI	$ 124,595	$ 123,227	$ 130,539	$ 362,806	$ 164,801	$ 176,158	$ -
	CO	$ 118,628	$ 117,135	$ 124,027	$ 341,655	$ 165,290	$ 156,054	$ -
MARCH	CI	$ 111,700	$ 112,967	$ 123,519	$ 125,534	$ 139,125	$ 137,937	$ -
	CO	$ 106,351	$ 107,383	$ 117,358	$ 118,216	$ 129,518	$ 122,195	$ -
APRIL	CI	$ 116,534	$ 100,888	$ 109,373	$ 131,563	$ 129,542	$ 146,064	$ -
	CO	$ 110,953	$ 96,695	$ 104,711	$ 123,893	$ 125,033	$ 129,395	$ -
MAY	CI	$ 117,101	$ 106,391	$ 133,855	$ 155,074	$ 163,281	$ 159,559	$ -
	CO	$ 111,493	$ 101,131	$ 133,154	$ 146,034	$ 152,007	$ 146,413	$ -
JUNE	CI	$ 108,040	$ 120,050	$ 129,002	$ 145,231	$ 141,953	$ 149,770	$ -
	CO	$ 102,571	$ 114,116	$ 128,297	$ 139,862	$ 135,748	$ 138,461	$ -
JULY	CI	$ 115,962	$ 100,650	$ 131,269	$ 135,726	$ 145,261	$ 159,864	$ -
	CO	$ 110,409	$ 95,674	$ 130,174	$ 130,847	$ 140,976	$ 149,816	$ -
AUGUST	CI	$ 114,035	$ 113,280	$ 128,775	$ 157,786	$ 155,211	$ 147,445	$ -
	CO	$ 108,614	$ 107,895	$ 127,648	$ 149,708	$ 151,606	$ 134,513	$ -
SEPTEMBER	CI	$ 122,269	$ 106,203	$ 130,397	$ 159,282	$ 134,643	$ 165,238	$ -
	CO	$ 116,457	$ 101,155	$ 129,211	$ 171,128	$ 130,548	$ 153,137	$ -
OCTOBER	CI	$ 113,607	$ 117,141	$ 139,434	$ 118,735	$ 150,823	$ 165,643	$
	CO	$ 108,207	$ 111,573	$ 137,829	$ 114,644	$ 147,413	$ 152,859	$ -
NOVEMBER	CI	$ 99,709	$ 101,840	$ 140,410	$ 149,989	$ 143,734	$ 136,946	$ -
	CO	$ 95,225	$ 96,999	$ 138,036	$ 142,981	$ 139,666	$ 125,996	$ -
DECEMBER	CI	$ 129,469	$ 114,828	$ 149,569	$ 148,666	$ 139,540	$ 150,558	$ -
	CO	$ 128,889	$ 113,443	$ 148,889	$ 141,478	$ 135,911	$ 138,977	$ -
TOTAL RECEIPTS		**$ 2,710,397**	**$ 2,607,323**	**$ 3,088,815**	**$ 3,772,058**	**$ 3,431,364**	**$ 3,531,650**	**$ 295,698**
% Change		98.61%	-3.80%	18.47%	22.12%	-9.03%	2.92%	-91.63%

CITY OF GARDEN CITY, KANSAS

.15 SALES TAX RECEIPTS

MONTH RECEIVED	2022	2023	2024	2025
JANUARY		$ 113,537	$ 115,104	$ 127,470
FEBRUARY		$ 128,378	$ 140,947	$ -
MARCH		$ 111,185	$ 106,347	$ -
APRIL		$ 101,915	$ 111,999	$ -
MAY		$ 131,348	$ 128,672	$ -
JUNE	$ 125,872	$ 117,497	$ 117,026	$ -
JULY	$ 108,467	$ 114,417	$ 124,845	$ -
AUGUST	$ 124,528	$ 121,461	$ 114,511	$ -
SEPTEMBER	$ 114,285	$ 107,606	$ 123,691	$ -
OCTOBER	$ 93,730	$ 119,362	$ 123,816	$ -
NOVEMBER	$ 116,345	$ 113,780	$ 107,642	$ -
DECEMBER	$ 116,680	$ 110,824	$ 118,156	$ -
TOTAL RECEIPTS	**$ 799,907**	**$ 1,391,310**	**$ 1,432,756**	**$ 127,470**

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

ANALYSIS OF CITY-WIDE SALES TAX RECEIPTS

MONTH RECEIVED	2023	2024	2025
JANUARY	$ 765,537	$ 819,202	$ 865,341
FEBRUARY	$ 935,280	$ 956,229	$ -
MARCH	$ 760,573	$ 727,260	$ -
APRIL	$ 714,702	$ 765,634	$ -
MAY	$ 880,175	$ 901,585	$ -
JUNE	$ 820,964	$ 836,378	$ -
JULY	$ 824,422	$ 925,197	$ -
AUGUST	$ 870,533	$ 789,894	$ -
SEPTEMBER	$ 776,081	$ 876,034	$ -
OCTOBER	$ 856,211	$ 871,921	$ -
NOVEMBER	$ 803,049	$ 771,303	$ -
DECEMBER	$ 790,181	$ 843,383	$ -
TOTAL RECEIPTS	**$ 9,797,707**	**$ 9,797,707**	**$ 865,341**

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

Current Breakdown
Sales Tax in Garden City and Expiration Dates

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

The City currently has six Community Improvement Districts that carry an additional 1-2% tax.

ANALYSIS OF CITY-WIDE SALES TAX RECEIPTS		
MONTH RECEIVED	2025	
JANUARY	$	752,470
FEBRUARY	$	-
MARCH	$	-
APRIL	$	-
MAY	$	-
JUNE	$	-
JULY	$	-
AUGUST	$	-
SEPTEMBER	$	-
OCTOBER	$	-
NOVEMBER	$	-
DECEMBER	$	-
TOTAL RECEIPTS	**$**	**752,470**

ANALYSIS OF COUNTY-WIDE SALES TAX RECEIPTS		
MONTH RECEIVED	2025	
JANUARY	$	442,574
FEBRUARY	$	-
MARCH	$	-
APRIL	$	-
MAY	$	-
JUNE	$	-
JULY	$	-
AUGUST	$	-
SEPTEMBER	$	-
OCTOBER	$	-
NOVEMBER	$	-
DECEMBER	$	-
TOTAL RECEIPTS	**$**	**442,574**

ANALYSIS OF COUNTY .30 SALES TAX RECEIPTS					
MONTH RECEIVED		2024		2025	
JANUARY	CI	$	140,015	$	156,745
	CO	$	129,717	$	138,953
FEBRUARY	CI	$	164,801	$	-
	CO	$	165,290	$	-
MARCH	CI	$	139,125	$	-
	CO	$	129,518	$	-
APRIL	CI	$	129,542	$	-
	CO	$	125,033	$	-
MAY	CI	$	163,281	$	-
	CO	$	152,007	$	-
JUNE	CI	$	141,953	$	-
	CO	$	135,748	$	-
JULY	CI	$	145,261	$	-
	CO	$	140,976	$	-
AUGUST	CI	$	155,211	$	-
	CO	$	151,606	$	-
SEPTEMBER	CI	$	134,643	$	-
	CO	$	130,548	$	-
OCTOBER	CI	$	150,823	$	-
	CO	$	147,413	$	-
NOVEMBER	CI	$	143,734	$	-
	CO	$	139,666	$	-
DECEMBER	CI	$	139,540	$	-
	CO	$	135,911	$	-
TOTAL RECEIPTS		**$**	**3,431,364**	**$**	**295,698**

ANALYSIS OF CITY .15 SALES TAX RECEIPTS				
MONTH RECEIVED	2024		2025	
JANUARY	$	115,104	$	127,470
FEBRUARY	$	140,947	$	-
MARCH	$	106,347	$	-
APRIL	$	111,999	$	-
MAY	$	128,672	$	-
JUNE	$	117,026	$	-
JULY	$	124,845	$	-
AUGUST	$	114,511	$	-
SEPTEMBER	$	123,691	$	-
OCTOBER	$	123,816	$	-
NOVEMBER	$	107,642	$	-
DECEMBER	$	118,156	$	-
TOTAL RECEIPTS	**$**	**1,391,310**	**$**	**127,470**

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Staff
DATE: February 4, 2025
RE: 01-28-2025 Cox Communication Update

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

BACKGROUND:
None.

ALTERNATIVES:
None.

RECOMMENDATION:
None.

FISCAL NOTE:
None.

ATTACHMENTS:
01-28-2025 - Cox Communication Update

Celyn Hurtado

From: Allen, Lisa (CCI-Central Region) <Lisa.Allen@cox.com>
Sent: Tuesday, January 28, 2025 10:26 AM
Subject: Cox Communications LFA Notification

Dear Local Franchising Authority,

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

Station/Network	Channel(s)
ABC – KUPK	13
MeTV – KUPK	669

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

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

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

Sincerely,



Megan Bottenberg
Director, Government Affairs
Cox Communications Central Region

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: February 4, 2025
RE: Meetings of Note

ISSUE:

- February 3, 2025 - Southwest Kansas Night Out in Topeka from 4:30 p.m. to 7:00 p.m.
- February 13, 2025 - City Commission Training with Mike Conduff at City Administrative Center, Meeting Room from 8:30 a.m. - 1:30 p.m.
- February 15, 2025 - Legislative Coffee at the Garden City Community College Endowment Room at 10:00 a.m.
- February 18, 2025 - Joint Meeting of the Finney County Board of Commissioners, City of Holcomb Council and City of Garden City Commissioners at the City Administrative Center at 11:00 a.m.
- February 21, 2025 - Garden City Area Chamber of Commerce Membership Breakfast at the Clarion Inn at 7:10 a.m.
- February 26, 2025 - Finney County Economic Development Corporation Regular Board Meeting at the City Administrative Center, Chambers at 7:30 a.m.
- March 3, 2025 - Governing Body Goal Setting Retreat at the City Administrative Center, Second Floor Meeting Room at 8:30 a.m.
- March 15, 2025 - Legislative Coffee at the Garden City Community College Endowment Room at 10:00 a.m.
- April 6-8, 2025 - Western Kansas Congressional Delegation Reception in Washington, DC.
- April 19, 2025 - Legislative Coffee at the Garden City Community College Endowment Room at 10:00 a.m.
- May 17, 2025 - Legislative Coffee at the Garden City Community College Endowment Room at 10:00 a.m.

BACKGROUND:

ALTERNATIVES:

RECOMMENDATION:

FISCAL NOTE:

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Danielle B. Burke, Assistant City Manager
DATE: February 4, 2025
RE: Icon Cinemas CID Request - Set Pubic Hearing

ISSUE:
The Governing Body is asked to consider and approve a resolution establishing the time and date of a public hearing for the purpose of giving notice of a public hearing on the advisability of creating a Community Improvement District located at the 2800 Block of East Highway 156.

1. Resolution No. _____-2025, a resolution of the Governing Body of the City of Garden City, Kansas giving notice of a public hearing on the advisability of creating a Community Improvement District in the City to be known as the Icon Cinema Community Improvement District.

BACKGROUND:
On November 5, 2024, the City Commission authorized a Memorandum of Understanding with S&K Cinema Holdings Group, Inc (d.b.a. Icon Cinemas) that outlined the anticipated project costs along with the anticipated public contributions including but not limited to, tax increment financing (TIF), community improvement district (CID), special obligation bonds, and other City incentives.

The action before the Governing Body is to set the public hearing for the proposed CID request. If approved, a public hearing will be set for March 4, 2025, at 1:30 p.m. in the City Administrative Center, City Commission Chambers.

City Bond Counsel, Mary Carson, has assisted in the preparation of the attached resolution which has also been approved by the developer.

ALTERNATIVES:
1. The Governing Body may approve the resolution and set the public hearing.
2. The Governing Body may not approve the resolution and provide staff with alternative direction.

RECOMMENDATION:
Staff recommends the Governing Body approve the resolution and set the public hearing.

FISCAL NOTE:
There is no fiscal impact.

ATTACHMENTS:

(Published in the *Garden City Telegram* on February 11, 2025
and February 18, 2025)

RESOLUTION NO. ____-2025

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF GARDEN CITY, KANSAS GIVING NOTICE OF A PUBLIC HEARING ON THE ADVISABILITY OF CREATING A COMMUNITY IMPROVEMENT DISTRICT IN THE CITY TO BE KNOWN AS THE ICON CINEMA COMMUNITY IMPROVEMENT DISTRICT

WHEREAS, pursuant to K.S.A. 12-6a26 *et seq*. ("the Act") the City of Garden City, Kansas (the "City") is authorized to create a community improvement district ("CID") within its jurisdiction to fund all or a portion of the cost of a "Project" as defined and authorized under the Act; and

WHEREAS, the Act further authorizes the City to impose a sales tax within the community improvement district on the sale of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas retailers' sales tax act, and amendments thereto, in any increment permitted by the Act, and to pledge the revenue received from such tax to pay for the Project or reimburse the cost of the Project as "pay-as-you-go financing" (as defined in the Act); and

WHEREAS, a petition (the "Petition") was filed with the City on January 17, 2025, proposing (i) the creation of a community improvement district under the Act to be known as Icon Cinema Community Improvement District (the "District"), (ii) the construction of the Project as more particularly described in the Petition and this Resolution, and (iii) the imposition of a community improvement district sales tax within the District in the amount of two percent (2.0%) to pay a portion of the costs of the Project; and

WHEREAS, the Petition is signed by S&K Cinema Holdings Group, Inc., the owner by right of contract, and by Lucky 4, LLC, the current fee owner of 100% of the land area in the proposed District and 100% of the land area measured by assessed value of the land in the proposed district, and thus, the owners of record or by contract of more than 55% of the land area within the proposed District, and owners collectively of more than 55% by assessed value of the land area within the proposed District, as required by the Act (the "Petitioners"); and

WHEREAS, the Act provides that before creating any community improvement district, the governing body of the City shall by resolution direct and order and give notice of a public hearing on the advisability of creating a community improvement district, the construction of the proposed Project and the intent of the City to levy a community improvement district sales tax.

NOW, THEREFORE, IT IS RESOLVED BY THE GOVERNING BODY OF THE CITY OF GARDEN CITY, KANSAS, AS FOLLOWS:

SECTION 1. Public Hearing. Notice is given that a public hearing will be held before the City Commission on March 4, 2025, at 1:30 p.m., or as soon thereafter as the matter can be heard, in the City Commission meeting room in the City Administrative Center, Commission Meeting Room, at 301 N. 8th Street, Garden City, Kansas, to consider the advisability of: (i) the City's creation of the District; (ii) the Project described in the Petition; and (iii) the imposition of a community improvement district sales tax in the District in an amount of two percent (2.0%),

SECTION 2. Project. The general description of the proposed Project to be constructed within the District is commercial development of the property in the proposed district consisting of the construction and equipping of a building to house two (2) Iconic Mega cinema screens, a beer and wine bar, a 14-lane duckpin bowling alley, an arcade area with arcade games and virtual reality elements, an outdoor theater and concert venue, beer garden and related concession and kitchen areas.

SECTION 3. Project Costs; Estimates. Costs to be partially financed from the proposed community improvement district sales tax include, but are not limited to, land acquisition, demolition and site preparation, construction of buildings and finish improvements, including FF&E, improvements to infrastructure and surface parking; ongoing operation and maintenance costs, administrative costs of the Petitioners and the City, and any other items or uses associated with the CID Project as permitted by the Act. The total estimated and probable cost of the Project is $7,618,600. Total reimbursement from the proposed community improvement district sales tax is estimated to be approximately $3,240,052. The estimated reimbursement stated in the preceding sentence shall not be deemed a guaranty of or limitation on reimbursement and revenues of the community improvement district sales tax proposed by the Petition may be utilized for costs of the Project in accordance with the Petition, the Act, and any development agreement governing the District.

SECTION 4. Financing; District Only Sales Tax. The Project within the District is proposed to be financed in part, on a pay-as-you-go basis, from revenues received from the levy and collection of a two percent (2.0%) community improvement district sales tax on the sale of tangible personal property sold at retail or on rendering or furnishing of services taxable pursuant to the Kansas retailers' sales tax statutes, only within the proposed District. The entire Project will be financed from a combination of the community improvement district sales tax revenues as permitted by Kansas law, legally available tax increment financing revenue, private equity, and private debt.

SECTION 5. Description of District. The legal description of the District is attached to this Resolution as **Exhibit A** and a map of the proposed District is attached as **Exhibit B**. The District is located at 3737 E. Kansas Avenue in the City.

SECTION 6. Effective Date; Publication and Notice. This resolution shall be effective upon and after its adoption by the governing body. The City Clerk is authorized and directed to give notice of the public hearing by publishing this resolution once a week for two consecutive weeks in the official City newspaper with the second publication occurring at least seven (7) days before the public hearing date. The City Clerk is also authorized and directed to mail a copy

of this resolution to all property owners within the proposed District, by certified mail, at least ten (10) days before the public hearing.

[*Remainder of page intentionally blank*]

PASSED AND APPROVED by vote of the governing body of the City of Garden City, Kansas on February 4, 2025.

CITY OF GARDEN CITY, KANSAS

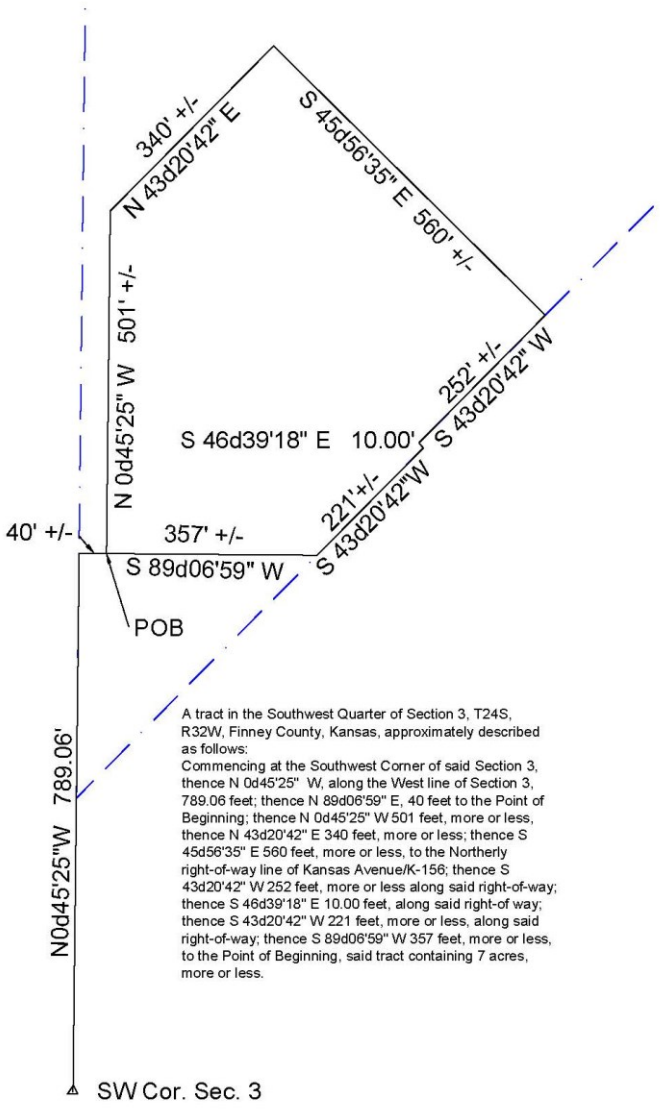
[Seal]

By_____
Roy Cessna, Mayor

ATTEST:

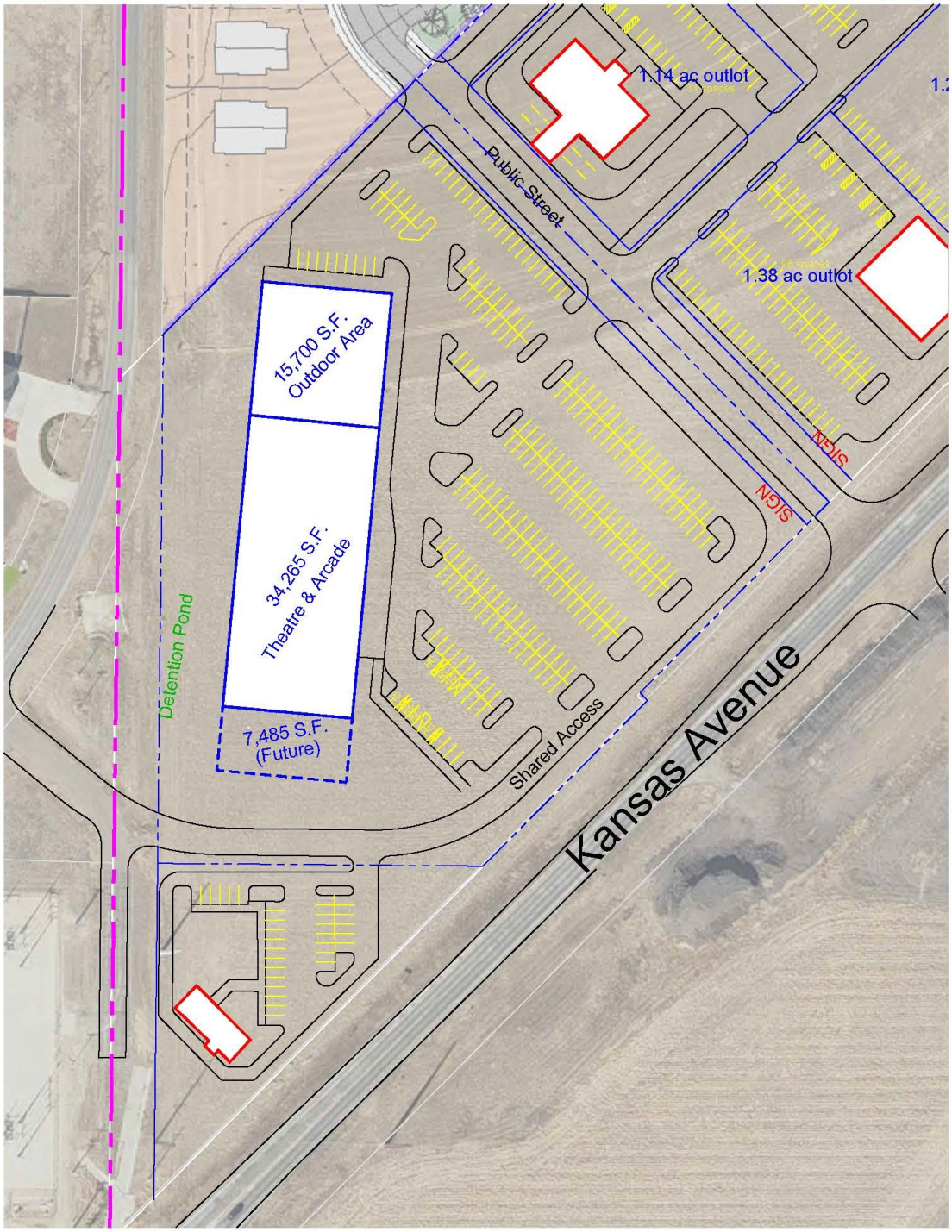
By_____
Celyn N. Hurtado, City Clerk

EXHIBIT A
(Legal Description of District)



A tract in the Southwest Quarter of Section 3, T24S, R32W, Finney County, Kansas, approximately described as follows:
Commencing at the Southwest Corner of said Section 3, thence N 0d45'25" W, along the West line of Section 3, 789.06 feet; thence N 89d06'59" E, 40 feet to the Point of Beginning; thence N 0d45'25" W 501 feet, more or less, thence N 43d20'42" E 340 feet, more or less; thence S 45d56'35" E 560 feet, more or less, to the Northerly right-of-way line of Kansas Avenue/K-156; thence S 43d20'42" W 252 feet, more or less along said right-of-way; thence S 46d39'18" E 10.00 feet, along said right-of way; thence S 43d20'42" W 221 feet, more or less, along said right-of-way; thence S 89d06'59" W 357 feet, more or less, to the Point of Beginning, said tract containing 7 acres, more or less.

EXHIBIT B
(Map of proposed District)


1.14 ac outlot
Public Street
1.38 ac outlot
15,700 S.F.
Outdoor Area
34,265 S.F.
Theatre & Arcade
7,485 S.F.
(Future)
Detention Pond
Shared Access
Kansas Avenue
SIGN
SIGN

EXCERPT OF MINUTES

The City Commission of the City of Garden City, Kansas met in regular session, at the usual meeting place in the City on February 4, 2025, at 1:00 p.m., with Mayor Roy Cessna presiding, and the following members of the governing body present:

The following members were absent:

Among other business there came on for consideration and discussion the following:

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF GARDEN CITY, KANSAS GIVING NOTICE OF A PUBLIC HEARING ON THE ADVISABILITY OF CREATING A COMMUNITY IMPROVEMENT DISTRICT IN THE CITY TO BE KNOWN AS THE ICON CINEMA COMMUNITY IMPROVEMENT DISTRICT

After discussion, upon motion by _____, seconded by _____, the Resolution was passed by a majority of vote of the members present.

The Resolution was designated Resolution No. ____-2025.

****

CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

I certify the foregoing is a true and correct Excerpt of Minutes of the February 4, 2025, meeting of the governing body of the City of Garden City, Kansas.

[Seal]

Celyn N. Hurtado, City Clerk

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Daunte Thompson, Planner
DATE: February 4, 2025
RE: Rezone for the property generally located at 2505 N. 8th Street.

ISSUE:
The Governing Body is asked to consider and approve an ordinance rezoning the property generally located at 2505 N. 8th Street.

1. Ordinance No. _____-2025 an ordinance approving the rezoning of certain land in the corporate limits of Garden City, Kansas from "R-3" Multiple Family Residential and "C-2" General Commercial District to "P-F" Public Facilities District; amending the zoning ordinance, zoning regulations and district zoning map of the City of Garden City, Kansas; and repealing the current zoning ordinance, zoning regulations and district map of the same; all to the Code of Ordinance of the City of Garden City, Kansas.

BACKGROUND:
The Finney County Board of County Commissioners is requesting to rezone the property from "R-3" Multiple Family Residential and "C-2" General Commercial District to "P-F" Public Facilities District. The proposed property is currently vacant and is the intended future location of the Finney County Health Department and EMS Facilities. The property was replatted as one large lot last year and is currently going through the site plan review process for the new building.

STAFF ANALYSIS:
According to the Garden City Zoning Regulations, the "P-F" Zoning District is intended to provide areas for the location of public uses. Specifically, the Finney County Health Department and EMS Facilities would be categorized under the governmental services permitted use of this zoning district.

The proposed zoning district and use is inconsistent with the Comprehensive Plan's Future Land Use Map, which designates this area as medium-density residential potential. However, given the property's location along two arterial roads, it provides increased connectivity, which is critical for the proposed use of the County Health Department and EMS facilities. Additionally, this location's proximity to its current site will minimize the impact of this change and provide a compatible transition between the residential and commercial zoning districts that directly abut this location. As a result, this location and zoning district is the most appropriate for the proposed use.

The Governing Body may make their determination and state their findings according to the criteria in Section 27.040 of the Garden City Zoning Regulations. Below is the complete list of these criteria:

27.040. AMENDMENT EVALUATION CRITERIA. Prior to taking any action on a request for an amendment which is not a general revision of the Zoning Regulations and which will affect specific property, the Planning Commission shall give consideration to the following evaluation criteria:

A. The physical character of the neighborhood surrounding the property under consideration.
B. The existing zoning and land uses of properties both adjacent and near the property under consideration,
C. The suitability under existing conditions of the subject property for the land uses to which it has been zoned
D. The extent to which removal or alteration of the existing zoning classification will affect nearby properties (outlined in (B) above),
E. The length of time the subject property has remained vacant as zoned (if applicable),
F. The relative gain to the public health, safety and welfare by the change of value of the landowner's property compared to any hardship that may be imposed upon the landowner,
G. The consideration of recommendations of permanent or professional staff (if applicable),
H. The conformance of a proposed zoning change to the adopted or recognized Comprehensive Plan being utilized by the City of Garden City, Kansas, and
I. Other factors relevant or specific to a particular proposed zoning amendment. (Ord. #1770, 11/2/91)

The Planning Commission recommended approval of the proposed rezoning request at the January 16, 2025 meeting by unanimous vote (minutes attached).

ALTERNATIVES:

1. The Governing Body may adopt the Planning Commission's recommendation by approving the proposed ordinance.
2. The Governing Body may override the Planning Commission's recommendation by a 2/3 majority vote.
3. The Governing Body may return the recommendation to the Planning Commission with a statement specifying the basis for the Governing Body's failure to approve or disapprove.

RECOMMENDATION:

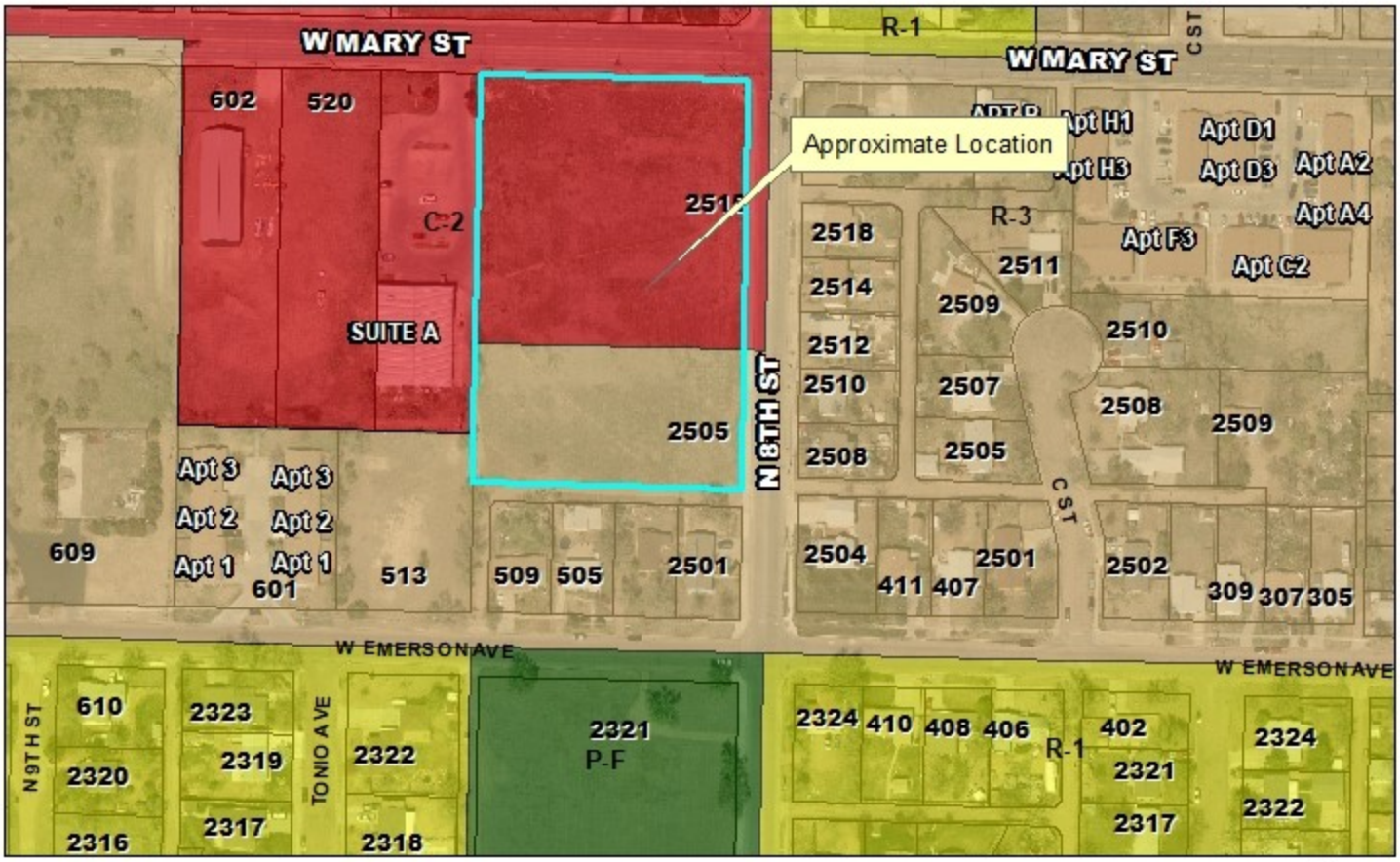
Staff recommends the Governing Body adopt the Planning Commission's recommendation and approve the proposed ordinance.

FISCAL NOTE:

There is no fiscal impact.

ATTACHMENTS:

Vicinity Map
Ordinance No. _____-2025
General Information
PC Minute Excerpts



Case Number: GC2023-16
Applicant: Finney County Board of County Commissioners
Address: 2505 N. 8th Street.
Request: Rezone from "R-3" Mutliple Family Residential District and "C-2" General Commercial District to "P-F" Public Facilities District.



(Summary published once in the Garden City Telegram on the ____ day of February, 2025)

ORDINANCE NO. _____ - 2025

AN ORDINANCE APPROVING THE REZONING OF CERTAIN LAND IN THE CORPORATE LIMITS OF GARDEN CITY, KANSAS FROM "C-2" GENERAL COMMERCIAL DISTRICT AND "R-3" MULTIPLE FAMILY RESIDENTIAL DISTRICT TO "P-F" PUBLIC FACILITIES DISTRICT THAT IS COMMONLY KNOWN AND NUMBERED AS 2505 NORTH 8TH STREET, GARDEN CITY, KANSAS, PURSUANT TO A REQUEST SUBMITTED BY THE BOARD OF COUNTY COMMISSIONERS OF FINNEY COUNTY, KANSAS; AMENDING THE ZONING ORDINANCE, ZONING REGULATIONS, AND DISTRICT ZONING MAP OF THE CITY OF GARDEN CITY, KANSAS; AND REPEALING THE CURRENT ZONING ORDINANCE, ZONING REGULATIONS, AND DISTRICT ZONING MAP OF THE SAME; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

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

SECTION 1. The purpose of this Ordinance is to rezone certain real property pursuant to K.S.A. 12-757 and pursuant to a request submitted by the **BOARD OF COUNTY COMMISSIONERS OF FINNEY COUNTY, KANSAS** to convert the property from a vacant lot to a facility for the health department and emergency medical services.

SECTION 2. The Zoning Ordinance of the City of Garden City, Kansas, adopted by Ordinance No. 2813-2018, with all amendments thereto, is hereby amended to rezone the below described real property situated in Garden City, FINNEY County, KANSAS, from "C-2" General Commercial District and "R-3" Multiple Family District to "P-F" Public Facilities District, to wit:

Lot One (1), Block One (1) of Finney County Health Addition, a subdivision to the City of Garden City, Finney County, Kansas and a replat of part of Block 1 of John's Addition, according to the recorded plat thereof, which is commonly known and numbered as 2505 North 8th Street, Garden City, Kansas.

SECTION 3. The District Zoning Map of the City of Garden City, Kansas, referred to in Article 3, Section 3.020 of the Zoning Regulations of the City of Garden City, Kansas, adopted by Ordinance No. 2813-2018, as previously existing and amended, be and the same is hereby amended, to be consistent with the amendments set forth herein.

SECTION 4. The current Zoning Ordinance, Zoning Regulations, and District Zoning Map of the City of Garden City, Kansas, as previously existing and amended, be and the same are hereby repealed, to be replaced as specified in this Ordinance. All sections of said Zoning Ordinance, Zoning Regulations, District Zoning Map not specifically amended herein, shall remain in full force and effect.

SECTION 5. This Ordinance shall take effect and be in full force and effect from and after: (a) the passage and signature hereof; (b) the publication of a summary hereof in The Garden City Telegram, the official city newspaper; and (c) the publication of the full text hereof on the City's website in compliance with subsection (b) of K.S.A. 12-3007.

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this 4th day of February, 2025.

_____
ROY CESSNA, Mayor

ATTEST:

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

APPROVED AS TO FORM AND CONTENT:

_____
JENNIFER V. CUNNINGHAM, City Attorney

W:\RDG\CITY\NDS\REZONING\2505.N.8th(Board of County Commissioners)\2025\Ordinance.Rezoning.GC2023-16(Finney County).docx

GENERAL INFORMATION:

GC2023-16: Rezoning from "R-3" Multiple Family Residential District and "C-2" General Commercial District to "P-F" Public Facilities District, 2505 N. 8th St., Garden City, Kansas

GENERAL INFORMATION

Date:	January 16, 2025	**Jurisdiction:**	Garden City
Owner:	Finney County Board of County Commissioners		
Applicant:	Finney County Board of County Commissioners		
Requested Action:	Rezone from "R-3" Multiple Family Residential District and "C-2" General Commercial District to "P-F" Public Facilities District		
Purpose:	Construct the future County Health Department and EMS Facilities		
Location address:	2505 N. 8th St., Garden City, Kansas		
Comprehensive Plan:	The proposed land use is not consistent with the Comprehensive Plan.		
Sites Existing Zoning:	"R-3" Multiple Family Residential District and "C-2" General Commercial District		
Surrounding Zoning:	North: "C-2" General Commercial District South: "R-3" Multiple Family Residential District East: "R-3" Multiple Family Residential District West: "R-3" Multiple Family Residential District and "C-2" General Commercial District		
Land Area:	Contains +/- 3.12 acres		
Notice Date:	This project was published and noticed by mail as required by code.		

MINUTES

HOLCOMB - GARDEN CITY - FINNEY COUNTY AREA
PLANNING COMMISSION

January 16, 2025

The Holcomb-Garden City-Finney County Area Wide Planning Commission scheduled a Public Hearing at 9:00 a.m. Thursday, January 16, 2025, in the City Commission Chambers at the City of Garden City Administrative Center located at 301 N 8th Street, Garden City, Kansas.

1. CALL TO ORDER

Member Rupp called to order the Area Wide Planning Commission meeting at 9:00 a.m. The following Commission members were present: Member Anliker, Member Crockett, Member Crist, Member Dick, Member Hands, Member Hanigan, Member Oyler, and Member Rupp. Also present were Staff Charles, Staff Presisto, and Staff Thompson.

2. SWEARING IN OF MEMBERS- Shannon L. Dick, Trevor Hands, Timothy Hanigan, & Deborah Oyler

3. ELECTION OF OFFICERS

Member Rupp made a motion to nominate Deborah Oyler as Planning Commission Chair. Member Anliker seconded the motion. Votes were taken by yeas and nays and recorded as follows:

Anliker	Crockett	Crist	Dick	Hands	Hanigan	Oyler	Randall	Rupp
Yea	Yea	Yea	Yea	Yea	Yea	Yea	Not Present	Yea

Motion passed.

Member Rupp made a motion to nominate Jeana Anliker as Planning Commission Vice-Chair. Member Crist seconded the motion. Votes were taken by yeas and nays and recorded as follows:

Anliker	Crockett	Crist	Dick	Hands	Hanigan	Oyler	Randall	Rupp
Yea	Yea	Yea	Yea	Yea	Yea	Yea	Not Present	Yea

Motion passed.

Vice-Chair Anliker made a motion to nominate Planning Staff as Planning Commission Secretary. Member Crockett seconded the motion. Votes were taken by yeas and nays and recorded as follows:

Anliker	Crockett	Crist	Dick	Hands	Hanigan	Oyler	Randall	Rupp
Yea	Yea	Yea	Yea	Yea	Yea	Yea	Not Present	Yea

Motion passed.

Vice-Chair Anliker made a motion to nominate Shannon L. Dick as the Garden City Board of Zoning Appeals Representative. Member Rupp seconded the motion. Votes were taken by yeas and nays and recorded as follows:

Anliker	Crockett	Crist	Dick	Hands	Hanigan	Oyler	Randall	Rupp
Yea	Yea	Yea	Yea	Yea	Yea	Yea	Not Present	Yea

Motion passed.

Vice-Chair Anliker made a motion to nominate Trevor Hands as the Finney County Board of Zoning Appeals Representative. Member Crist seconded the motion. Votes were taken by yeas and nays and recorded as follows:

Anliker	Crockett	Crist	Dick	Hands	Hanigan	Oyler	Randall	Rupp
Yea	Yea	Yea	Yea	Yea	Yea	Yea	Not Present	Yea

Motion passed.

Vice-Chair Anliker made a motion to nominate Brian Crockett as the Holcomb Board of Zoning Appeals Representative. Member Dick seconded the motion. Votes were taken by yeas and nays and recorded as follows:

Anliker	Crockett	Crist	Dick	Hands	Hanigan	Oyler	Randall	Rupp
Yea	Yea	Yea	Yea	Yea	Yea	Yea	Not Present	Yea

Motion passed.

4. **APPROVAL OF MINUTES –** October 17, 2024

Member Rupp made a motion to approve the minutes from October 17, 2024. *Vice-Chair Anliker* seconded the motion. Votes were taken by yeas and nays and recorded as follows:

Anliker	Crockett	Crist	Dick	Hands	Hanigan	Oyler	Randall	Rupp
Yea	Yea	Yea	Yea	Yea	Yea	Yea	Not Present	Yea

Motion passed.

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

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

6. GENERAL STAFF REPORT AND UPDATE

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

7. SUBMITTAL OF EXHIBITS FOR THE RECORD

a. Finney County Zoning Regulations, Garden City Zoning Regulations and City of Holcomb Zoning Regulations all as amended.
b. Finney County, City of Garden City, and City of Holcomb Subdivision Regulations all as amended
c. Finney County, City of Garden City, and City of Holcomb Comprehensive Plans all as amended
d. All Visual Aid Presentations with Aerial Maps, Site Plans, and Plats
e. All application files in their entirety including Staff Reports

8. NEW BUSINESS

GC2023-16: Rezoning from "R-3" Multiple Family Residential District and "C-2" General Commercial District to "P-F" Public Facilities District, for the property generally located at 2505 N 8th Street, Garden City, Kansas, at the request of Finney County Board of County Commissioners.

Staff Thompson- Presented staff report.

OPEN PUBLIC HEARING
CLOSE PUBLIC HEARING

MEMBER CROCKETT MADE A MOTION TO RECOMMEND APPROVAL OF THE REZONING FROM "R-3" MULTIPLE FAMILY RESIDENTIAL DISTRICT AND "C-2" GENERAL COMMERCIAL DISTRICT TO "P-F" PUBLIC FACILITIES DISTRICT PER STAFF RECOMMENDATION ALTERNATIVE 1. VICE-CHAIR ALNLIKER SECONDED THE MOTION.

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

Anliker	Crockett	Crist	Dick	Hands	Hanigan	Oyler	Randall	Rupp
Yea	Yea	Yea	Yea	Yea	Yea	Yea	Not Present	Yea

Motion passed.

9. ADJOURN

The meeting was adjourned at 9:33 A.M.

Trent Maxwell	Secretary	Deborah Oyler	Chairman
Aleecya Charles	Staff	Jeana Anliker	Vice-Chairman

GARDEN CITY
— KANSAS —

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Jared Kuhlmann, Finance Director
DATE: February 4, 2025
RE: Review of Responding to a Financial Emergency - 2024

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

1. Resolution No. _____-2025, a resolution declaring that a financial emergency does not exist for the City of Garden City, Kansas.

BACKGROUND:
The City has identified the following circumstances under which a financial emergency should be declared and has outlined those circumstances in its formally adopted Financial Management Guidelines: Responding to a Financial Emergency. The Commission is required to review these financial indicators each year. Staff provides the following information as of December 31, 2024, in response to each circumstance described in the guidelines:

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

Revenues in the General, Bond and Interest, and Airport Funds exceeded budgeted amounts. The property and motor vehicle tax collections in these funds showed strong collections. Sales tax collections were also steady, with an increase of approximately 3.2% over 2023 collections.

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

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

The General Fund cash balance on December 31, 2024, was $9,798,651. The fund balance policy for the General Fund states to maintain a minimum of 15% of the General Fund’s annual operating budget. That amount for 2024 is $5,751,605. The carryover cash to 2025, $9,798,651, exceeded the budget estimate by $2,941,227.

Community Trust Reserve is to maintain a minimum fund balance of $2,000,000. On December 31, 2024, the cash balance is $1,790,711. Costs for the Safe Street for All project are currently being

expensed from the Community Trust Reserve and are being reimbursed through Federal and State Grants. The balance is below $2,000,000 as of December 31, 2025 due to the timing of expenses having occurred and grant reimbursements not having yet been received. Upon completion of the project, once all reimbursements have been received, the fund balance will be restored to above the $2,000,000 threshold.

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

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

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

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

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

The ten largest employers in Finney County, as noted in City ACFR, have shown no indication of a slowdown in the economy. The unemployment rate for December 2024 is 2.5% compared to 1.4% the previous year.

The City does not anticipate a drop in valuation in 2025 which is reflected in the continuation of building permits being issued and preliminary data indicating property values increase over prior year valuations.

For December 31, 2024, the calculation for the City population by the Neighborhood & Development Services Department using US Census Bureau data and residential meter data is 30,120.

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

ALTERNATIVES:

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

RECOMMENDATION:

Staff recommends the Governing Body approve the Resolution as presented.

FISCAL NOTE:

None.

ATTACHMENTS:

RESOLUTION NO. _____-2025

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

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

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

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

As of January 1, 2025, the City of Garden City is not in a financial emergency.

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, on February 4, 2025.

CITY OF GARDEN CITY, KANSAS

[seal]

By_____
Roy Cessna, Mayor

ATTEST:

By_____
Celyn N. Hurtado, CITY CLERK

Responding to a Financial Emergency

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

I. Definition of a Financial Emergency

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

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

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

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

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

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

II. Steps to take in response to a financial emergency

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

Responding to a Financial Emergency (cont.)

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

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

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

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

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

III. Review

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

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Jared Kuhlmann, Finance Director
DATE: February 4, 2025
RE: 2025 GAAP Waiver - Resolution

ISSUE:
The Governing Body is asked to consider and approve the following resolution regarding the waiver of General Accepted Accounting Principles.

1. Resolution No. _____-2025, a resolution regarding the waiver of General Accepted Accounting Principles ("GAAP") in the preparation of financial statements and financial reports for the City of Garden City, Kansas for fiscal year 2025.

BACKGROUND:
At the October 15, 2024 meeting of the City Commission, the Governing Body approved a transition to utilizing the regulatory basis of accounting prescribed in the Kansas Municipal Auditing and Accounting Guide (KMAAG) for their annual audit, shifting away from utilizing the U.S. Generally Accepted Accounting Principles (GAAP) and issuing an Annual Comprehensive Financial Report.

In accordance with K.S.A. 75-1120a, the City will need to approve a Resolution each year that they determine they will not utilize GAAP but instead utilize KMAAG. The Resolution presented today waives the requirements of K.S.A. 75-110a(a) as they apply to the City for year ended December 31, 2025.

ALTERNATIVES:
1. The Governing Body may approve the resolution.
2. The Governing Body may not approve the resolution. Not approving the resolution would result in the City continuing to follow GAAP for their annual audit.

RECOMMENDATION:
Staff recommends the Governing Body approve the resolution as presented.

FISCAL NOTE:
None.

ATTACHMENTS:
Resolution - GAAP Waiver (2025)

RESOLUTION NO. ____-2025

A RESOLUTION REGARDING THE WAIVER OF GENERAL ACCEPTED ACCOUNTING PRINCIPLES ("GAAP") IN THE PREPARATION OF FINANCIAL STATEMENTS AND FINANCIAL REPORTS FOR THE CITY OF GARDEN CITY, KANSAS FOR FISCAL YEAR 2025.

WHEREAS, the City of Garden City, Kansas (the "City") has determined that the financial statements and financial reports of the City for the year ended December 31, 2025 to be prepared in conformity with the requirements of K.S.A. 75-1120a(a) are not relevant to the requirements of the cash basis and budget laws of this state and are of no significant value to the governing body or the members of the general public of the City; and

WHEREAS, there are no revenue bond ordinances or resolutions or other ordinances or resolutions of the municipality which require financial statements and financial reports to be prepared in conformity with. K.S.A. 75-1120a(a) for the year ended December 31, 2025.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the City of Garden City, Kansas (the "City"), in regular meeting duly assembled on February 4, 2025, that the governing body waives the requirements of K.S.A. 75-1120a(a) as they apply to the City for the year ended December 31, 2025.

BE IT FURTHER RESOLVED that the governing body shall cause the financial statements and financial reports of the City to be prepared on the basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of the State of Kansas.

PASSED, ADOPTED AND APPROVED by the governing body of the City of Garden City, Kansas this 4th day of February 2025.

CITY OF GARDEN CITY, KANSAS

[seal]

By_____
Manuel F. Ortiz, Mayor

ATTEST:

By_____
Celyn N. Hurtado, City Clerk

TWG REF: 2109570
Resolution (Waiver -GAAP)

GARDEN CITY
— KANSAS —

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Mike Muirhead, Director of Public Works and Utilities
DATE: February 4, 2025
RE: Resolution Not Opting in to Participate in Demand Response and Aggregations.

ISSUE:
The Governing Body is asked to consider and approve a resolution not opting in to participate in demand response and aggregations.

1. Resolution No. _____ -2025, a resolution affirming the City of Garden City's decision to not opt-in and not to allow participation of demand response and aggregations of distributed energy resources in wholesale energy markets under orders of the Federal Energy Regulatory Commission.

BACKGROUND:
The City of Garden City (City) is aware of the orders of the Federal Energy Regulatory Commission (FERC) with respect to participation of demand response and aggregations of distributed energy in wholesale energy markets. The City through its membership with the Kansas Municipal Energy Agency (KMEA) participates in the wholesale energy market through the Southwest Power Pool. FERC has issued orders relating to the the participation of demand response and aggregations of distributed energy in wholesale energy markets provides that utilities who meet specific criteria must affirmatively choose to opt-in to allow such participation. Staff along with KMEA staff and counsel, along with special outside utility counsel have made the determination to recommend to the Governing Body to not opt-in and not allow participation of demand response and aggregation of distributed energy resources in wholesale energy markets within its service territory and to pass the resolution before you today.

ALTERNATIVES:
1. The Governing Body may approve the resolution.
2. The Governing Body may not approve the resolution and provide staff with alternative direction.

RECOMMENDATION:
Staff recommends the Governing Body approve the resolution.

FISCAL NOTE:
There is no fiscal impact.

ATTACHMENTS:
Resolution Not Opting in to Participation in Demand Response and Aggregations

(Published in The Garden City Telegram on the _____ day of _____, 2025)

RESOLUTION NO. _____

A RESOLUTION AFFIRMING THE CITY OF GARDEN CITY'S DETERMINATION TO NOT OPT-IN AND TO NOT ALLOW PARTICIPATION OF DEMAND RESPONSE AND AGGREGATIONS OF DISTRIBUTED ENERGY RESOURCES IN WHOLESALE ENERGY MARKETS UNDER ORDERS OF THE FEDERAL ENERGY REGULATORY COMMISSION.

WHEREAS, the Public Utilities Department of the City of Garden City, Kansas (City), as a part of the City of Garden City, Kansas, and its governing body, are aware of the orders of the Federal Energy Regulatory Commission (FERC) with respect to participation of demand response and aggregations of distributed energy resources in wholesale energy markets; and

WHEREAS, the City, through its membership in the Kansas Municipal Energy Agency (KMEA), participates in a wholesale energy market through the Southwest Power Pool, Inc.; and

WHEREAS, the FERC orders relating to participation of demand response and aggregations of distributed energy resources in wholesale energy markets provide that utilities who meet specific criteria must affirmatively choose to opt-in to allow for such participation by and through their utilities; and

WHEREAS, the Public Utilities Department of the City and the City meet the criteria such that they must affirmatively choose to opt in to these FERC orders regarding participation of demand response and aggregations of distributed energy resources in wholesale energy markets; and

WHEREAS, the Public Utilities Department of the City and the City have made the affirmative determination that they will not opt-in and will not allow participation of demand response and aggregation of distributed energy resources in wholesale energy markets in its service territory.

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

1. The Governing Body of the City of Garden City, Kansas, serves as the Relevant Electric Retail Regulatory Authority (RERRA) as defined by the FERC in its rules, regulations, and orders.

2. The Governing Body of the City of Garden City and the City, on behalf of its Public Utilities Department, have determined that they meet the criteria such that they have to affirmatively choose to opt-in to allow participation of demand response and aggregations of distributed energy resources in the City in a wholesale energy market as provided in the relevant FERC orders.

3. The Governing Body of the City of Garden City and the City, on behalf of its Public Utilities Department, have made the determination that the City will not exercise its right to opt-in and will not allow participation of demand response and aggregations of distributed energy resources in the City.

4. The City and its Public Utilities Department will provide notice of this resolution to the Southwest Power Pool and its determination to not opt-in and to not allow participation of demand response and aggregations of distributed energy resources in or on behalf of the City.

This resolution shall be effective from and after its publication in the Garden City Telegram, the official City newspaper.

IT IS SO RESOLVED THIS _____ DAY OF_____, 2025, BY THE GOVERNING BODY OF THE CITY OF GARDEN CITY, KANSAS.

_____
Roy Cessna, Mayor

ATTEST:

_____
Celyn N. Hurtado, City Clerk

APPROVED:

_____
Jennifer V. Cunningham, City Attorney

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Mike Muirhead, Director of Publiic Works and Utilities
DATE: February 4, 2025
RE: A portion of Kansas Hwy K-156 and additional tracts to be annexed into the city limits.

ISSUE:
The Governing Body is asked to consider and approve the annexation of real property into the corporate limits of Garden City, Kansas.

1. Ordinance No._____-2025, an ordinance annexing land to the corporate limits of Garden City, Kansas, pursuant to Subsections (a)(2) and (a)(7) of K.S.A. 12-520.

BACKGROUND:
The primary purpose of this annexation before you today is to incorporate of portion of E. Hwy. K-156 into the city limits. While typical road annexations only include the areas designated as right-of-way, the proposed annexation includes additional land for the following reasons.

First, this proposed annexation will close the gap between the east city limits boundary and land that was previously annexed. The gap was created when the large parcel of land owned by Lucky 4 Investments, LLC was annexed in 2022. This was an owner consent annexation, so the annexation only included land owned by that company. This included the north portion of K-156 right-of-way running along the entire length of Lucky 4's land. This land, however, does not extend to the east city limits boundary because it terminates at the section line where old Jennie Barker Road was located. This created a gap of approximately 430 feet between this property and the east city limits boundary. This proposed annexation will close that gap by annexing the remaining north portion of K-156 right-of-way, along with other right-of-way and a small triangular right-of-way area that each adjoin the east city limits boundary.

Second, the north portion of K-156 right-of way included in this annexation that extends across a larger tract of City-owned land, i.e. the Morris Electrical Substation. This proposed annexation will annex this entire tract, along with the needed parts of the north K-156 right-of-way.

Third, the south portion of K-156 right-of-way that adjoins the Lucky 4 tract extends across a larger tract of agricultural land that is owned by Kansas State University (KSU) and is used for the Southwest Research- Extension Center on east Mary Street. This land is subject to a MOU that was entered into between the City and KSU in 2019 for the purposes of extending municipal water service to the extension center. As part of the agreement, KSU consented to annexation of this tract of land and an additional tract of agricultural located nearby, which is located at the southwest corner of east Mary Street and north Farmland Road. Although this other tract of land is not located near K-156, it adjoins another portion of the east city limits boundary, near Chapple Heights. It

should be noted, however, that annexing this other tract of land will only annex the south portion of east Mary Street right-of-way and the west portion of north Farmland Road right-of-way. The other halves of these right-of-ways will need to be annexed separately, and will be brought to the Governing Body at a subsequent meeting. This interconnected nature of these tracts brought to the Governing Body today makes simultaneous annexation the most efficient approach.

The property being considered today to be annexed by the Governing Body is 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 follow this state statute, as the City has done in all previous annexations that were in the certified territory of WECI.

ALTERNATIVES:

1. The Governing Body may approve the ordinance as presented today.
2. The governing Body may not approve the ordinance.

RECOMMENDATION:

Staff recommends the Governing Body approve the ordinance.

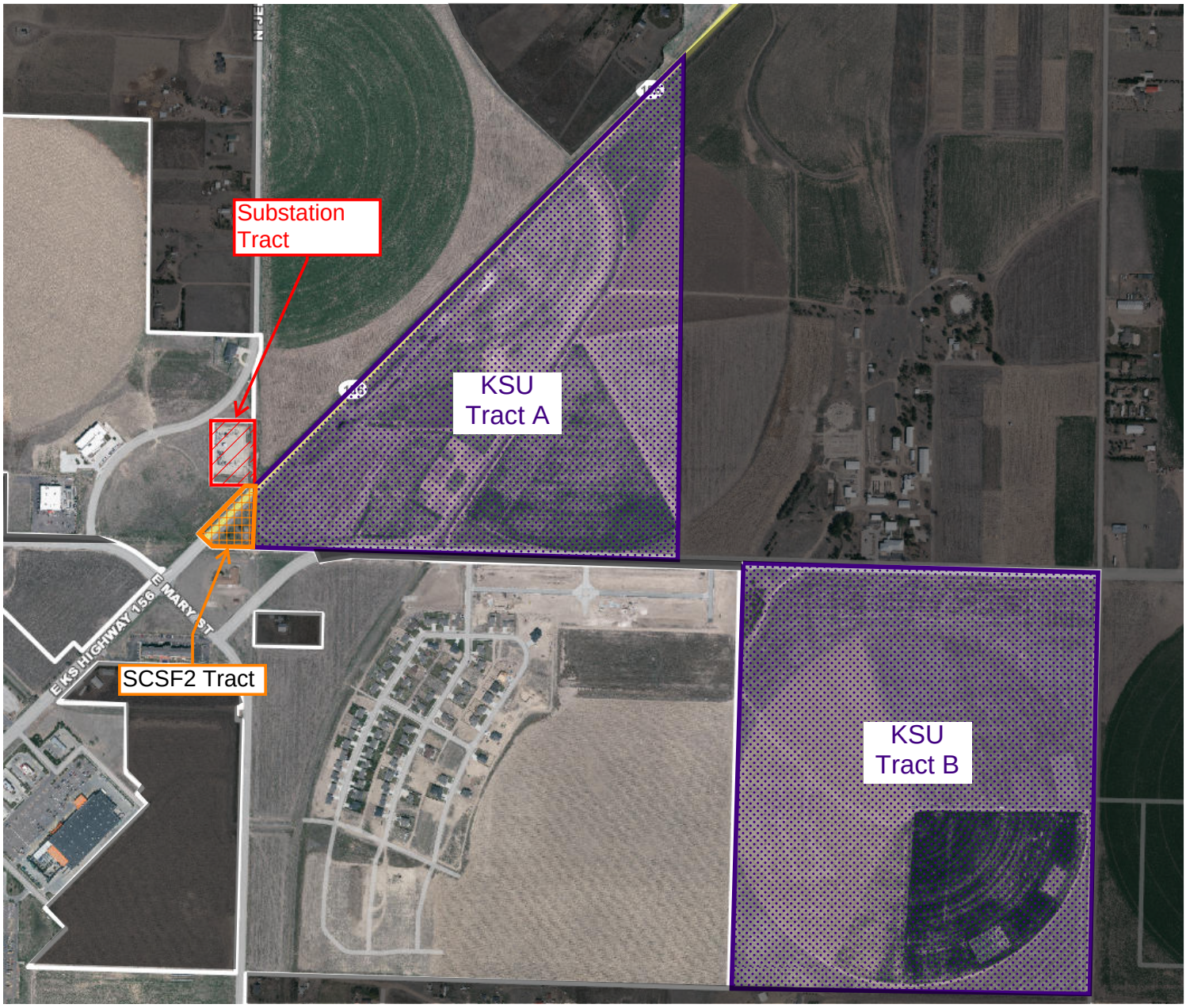
FISCAL NOTE:

There is no fiscal impact by passing this ordinance at this time. As stated in the body of this memo, K.S.A. 66-1,176 will be followed and subsequent payments to WECI will follow. Any expenses incurred will be from the electrical department's 2025 budget

ATTACHMENTS:

Annexation Map
Annexation Ordinance (K-156 and Morris Substation and KSU)
SCSF2 K156 and Substation Annexation Map 2025
KSU City executed MOU
Consent to Annexation 111819
KSU Request for Water
AnnexationKSU(2020)SIGNED
SCSF2LLC Consent to Annexation 010725
KSA 66-1,176

Property Annexed by Orindance No. _____-2025 on February 4, 2025



(Published once in the Garden City Telegram on February ___, 2025)

ORDINANCE NO. _____-2025

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

WHEREAS, the land proposed to be annexed, as more particularly described herein, is generally comprised of four (4) tracts that each adjoin the corporate limits of the City of Garden City, Kansas ("City"); and

WHEREAS, the first tract is agricultural land owned by Kansas State University that is used for research and operations of the Southwest Research – Extension Center and is generally located between K-156 and East Mary Street in Finney County, Kansas ("KSU Tract A"); and

WHEREAS, the KSU Tract A also encompasses right-of-way for K-156, East Mary Street, and old North Jennie Barker Road; and

WHEREAS, the KSU Tract A also encompasses a drainage ditch that is subject to the control of the Second Drainage District of Finney County, Kansas; and

WHEREAS, the KSU Tract A adjoins the corporate limits of the City, approximately bordering three-fourths (3/4) of the tract's north boundary line and the full length of its south boundary line; and

WHEREAS, the second tract is agricultural land owned by Kansas State University that is used for research and operations of the Southwest Research – Extension Center, is generally located at the southwest corner of the intersection of East Mary Street and North Farmland Road in Finney County, Kansas, and is commonly known and numbered as 4501 East Mary Street, Garden City, Kansas ("KSU Tract B"); and

WHEREAS, the KSU Tract B also encompasses right-of-way for East Mary Street and North Farmland Road; and

WHEREAS, the KSU Tract B adjoins the corporate limits of the City, approximately bordering the tract's west boundary line, for the full length thereof; and

WHEREAS, Kansas State University has filed with the City a written consent to the annexation of the KSU Tract A and KSU Tract B; and

WHEREAS, the Governing Body of the City finds it advisable to annex the KSU Tract A and KSU Tract B pursuant to subsection (a)(7) of K.S.A. 12-520; and

WHEREAS, the third tract is public facility land owned by the City that is used for an electrical substation, is located between K-156 and North Jennie Barker Road and to the west of old Jennie Barker Road, and is commonly known and numbered as 2740 North Jennie Barker Road, Garden City, Kansas ("Substation Tract"); and

WHEREAS, the Substation Tract also encompasses right-of-way for K-156 and old Jennie Barker Road; and

WHEREAS, the Substation Tract adjoins the corporate limits of the City, approximately bordering each of the tract's sides, for the full-length thereof, except for the southeast most corner; and

WHEREAS, the Governing Body of the City finds it advisable to annex the Substation Tract pursuant to subsection (a)(2) of K.S.A. 12-520 and provides its written consent to such annexation by this ordinance as the owner and as the successor-in-interest to the original condemnee; and

WHEREAS, the fourth tract is comprised of a small, triangular tract of land that is used for right-of-way purposes and is generally located at the northwest corner of the intersection of the section

lines of Sections Three (3), Four (4), Nine (9), and Ten (10) in Township Twenty-four (24) South, Range Thirty-two (32) West of the 6th P.M. in Finney County, Kansas and of which SCSF2 LLC, a Kansas limited liability company and the successor-in-interest to the original condemnee, has filed a written consent to annexation ("SCSF2 Tract"); and

WHEREAS, the SCSF2 Tract adjoins the corporate limits of the City, approximately bordering the tract's north, west, and south boundary lines, for the full-length thereof; and

WHEREAS, the Governing Body of the City finds it advisable to annex the SCSF2 Tract pursuant to subsection (a)(7) of K.S.A. 12-520; and

WHEREAS, the restriction to annexation set forth in subsection (b) of K.S.A. 12-520 does not apply to this proposed annexation, despite the KSU Tract A and KSU Tract B being devoted to agricultural use of twenty-one (21) acres or more, because the owner, Kansas State University, has provided its written consent to such annexation; and

WHEREAS, the restriction to annexation 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 corporate limits of Garden City, Kansas or is being annexed thereto in this ordinance; and

WHEREAS, the Governing Body of the City finds it advisable and permissible to annex each of these separate tracts by one ordinance, as permitted by subsection (f) of K.S.A. 12-520.

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

SECTION 1. **ANNEXATION.** That each of the following described tracts of real property situated in FINNEY COUNTY, KANSAS are hereby annexed and made a part of the corporate limits of the City of Garden City, Kansas:

(a) **KSU Tract A:**

Commencing at the Southwest corner of Section Three (3), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6th P.M., Finney County, Kansas; thence running North on the section line 346.1 feet to the center line of the highway; thence running Northeasterly along the center line of said highway 3781.7 feet to the point of intersection with the East line of the West Half (W½) of Section Three (3); thence running South along the middle line of said Section a distance of 3107.3 feet to the Southeast corner of said West Half (W½) of Section Three (3); thence West on the South line of said Section to the point of beginning, containing Ninety-nine and Two Hundred Sixty-six Thousandths (99.266) acres of land more or less.

(b) **KSU Tract B:**

The East One Hundred Thirty-six (136) acres of the Northeast Quarter (NE¼) of Section Ten (10), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6th P.M., Finney County, Kansas, said tract otherwise described as beginning at the Northeast corner of said Northeast Quarter (NE¼) of said Section Ten (10), marked by a #4 rebar with yellow plastic cap; thence running South on the section line 2647.98 feet to the Southeast corner of said Quarter Section, marked by a #5 rebar; thence running West on the South line of said Quarter Section 2236.83 feet to a #5 rebar with cap stamped W&C CLS 158; thence running North parallel with the East line of said Quarter Section 2645.00 feet to the North line of said Quarter Section, and a #5 rebar with orange plastic cap therein; thence running East on the North line of said Quarter Section 2236.82 feet to the point of beginning.

(c) **Substation Tract:**

A tract of land lying in the Southeast Quarter of Section Four (4), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6th P.M., described as follows:

Commencing at the Southeast corner of said Section Four (4); Thence on an assumed bearing of N00°40'53"E along the East line of said Section Four (4) a distance of 428.77 feet more or less to the Northwesterly Right of Way line of K-156 Highway; Thence S44°49'07"W along said Northwesterly right-of-way a distance of 57.44 feet more or less to the intersection of the northerly right-of-way line of K-156 Highway and the westerly right-of-way line of County Road No. 99 also known as Jennie Barker Road, point being the Point of Beginning; Thence N89°19'07"W on a line perpendicular to the East line of said Section Four (4) a distance of 217.80 feet; Thence N00°40'53"E on a line parallel to the East line of said Section Four (4) a distance of 400.00 feet; Thence S89°19'07"E on a line perpendicular to the East line of said Section Four (4) a distance of 217.80 feet to the westerly right-of-way line of County Road No. 99 also known as Jennie Barker Road; Thence S89°19'07"E on a line perpendicular to the East line of said Section Four (4) a distance of 40.00 feet to said East line; Thence S00°40'53"W along said East line a distance of 400.00 feet; Thence N89°19'07"W along a line perpendicular to the East line of said Section Four (4) a distance of 40.00 feet to the Point of Beginning. The above contains 2.37 acres more or less.

(d) **SCSF2 Tract:**

A tract of land lying in the Southeast Quarter of Section Four (4), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6th P.M., described as follows:

Beginning at the Southeast corner of said Section Four (4); Thence on an assumed bearing of N 88°20'33 W along the South line of said Section Four (4), 244.83 feet more or less to a point on the Southeasterly line of K-156 Highway and the East limits of that portion of K-156 Highway annexed under Ordinance No. 2712-2015; Thence N 45°10'53" W, along said East limits and perpendicular to said Southeasterly line, a distance of 120.00 feet to the Northwesterly right-of-way line of K-156 Highway; Thence N 44°49'07" E, along said Northwesterly line, a distance of 417.75 feet more or less to the intersection of the northerly right-of-way line of K-156 Highway and the westerly right-of-way line of County Road No. 99 also known as Jennie Barker Road; Thence S89°19'07"E along a line perpendicular to the East line of said Section Four (4) 40.0 feet more or less to the to the East line of said Section Four (4); Thence S 00°40'53" W, along said East line, 387.55 feet more or less to the Point of Beginning. The above contains 1.84 acres more or less.

SECTION 3. **AUTHORITY.** The annexation herein is made pursuant to subsections (a)(2) and (7) of K.S.A. 12-520, as set forth in the foregoing recitals.

SECTION 4. **PROCEDURE NOT REQUIRED.** No resolution, notice, or public hearing is required, pursuant to subsection (f) of K.S.A. 12-520a.

SECTION 5. **PLAN NOT REQUIRED.** No plan for extension of services is required, pursuant to subsection (c) of K.S.A. 12-520b.

SECTION 6. **SEVERABILITY.** 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. This severability provision shall apply to, but not be limited to, any unconstitutionality or invalidity in relation to any tract described in this ordinance or any part of such tract. Without limiting either of the foregoing and in the event that the consent of any owner or purported owner is found to be invalid or was omitted in relation to any such tract or part thereof, that particular tract or part thereof shall be severable from the remaining tracts described in this ordinance and severable from the rest of the particular tract and, further, any such invalidity or omission shall in no way affect the validity of the remaining tracts described in this ordinance or the rest of the particular tract. 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. In the event that this severability provision or any part hereof is found to be unconstitutional or is otherwise held invalid by any court of competent jurisdiction, such provision or part shall be reformed to allow severability to the maximum extent allowable by applicable law.

SECTION 7. **HEADINGS; SECTION REFERENCES.** The headings used in this ordinance are intended for convenience of reference only and shall not affect the interpretation or construction of this ordinance or any part hereof.

SECTION 8. **EFFECTIVE DATE; PUBLICATION; 60-DAY ELECTION RULE.** This ordinance shall take effect and be in force from and after its publication in the Garden City Telegram, except that, in the event that this ordinance is published within sixty (60) days before an election specified in K.S.A. 12-523, this ordinance shall not become effective until the day following any such election, except, further, that, if such day is also within sixty (60) days before another such election, then this ordinance shall become effective on the day following the last such election.

SECTION 9. **FILING.** 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 pursuant to K.S.A. 12-522.

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, the 4th day of February, 2025.

_____
ROY CESSNA, Mayor

ATTEST:

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

APPROVED AS TO FORM AND CONTENT:

_____
JENNIFER V. CUNNINGHAM, City Attorney


Substation
Annexation
K-156 /
SCSF2
Annexation
N JENNIE BARKER RD
E MARY ST
156
2735
2595

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (Agreement), entered into on the 4th day of June, 2019, by and between the CITY OF GARDEN CITY, KANSAS, a Kansas municipal corporation (City), and KANSAS STATE UNIVERSITY, on behalf of the Kansas Board of Regents and the State of Kansas (KSU).

WHEREAS, KSU owns real property east of the municipal boundary of Garden City, Kansas, commonly known as the Southwest Research and Extension Center, 4500 East Mary Street (See Exhibits A and B); and

WHEREAS, City is interested in obtaining an easement for municipal utilities, and in acquiring an interest in real property for the purpose of constructing an elevated water storage facility on the real property; and

WHEREAS, KSU is interested in having City extend a 12" water main from the City municipal boundary to the KSU real property to allow the KSU real property to be serviced by the City water utility; and

WHEREAS, KSU would agree to enter into a pre-annexation agreement allowing City to annex the KSU real property at the time City deems it appropriate for an annexation in exchange for City providing City water utility service to the KSU real property.

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

1. KSU agrees to grant to City a 50' permanent utility easement over, across and under the KSU real property (See Exhibit C). The description and location of the easement, and the terms and conditions of the agreement between the parties, shall be more specifically set forth in a Permanent Easement Agreement between KSU and City.

2. KSU agrees to lease or sell to City an approximate 300' by 300' tract of real property for the purpose of allowing City to construct an elevated water storage facility on the tract (See Exhibit C). The parties understand that the Kansas Legislature and the Kansas Board of Regents (KBOR) would have to approve a conveyance of real property by KSU to City. KSU agrees to be supportive of, and work towards, obtaining legislative and KBOR authorization for the conveyance. Until legislative and KBOR authorization is granted, KSU agrees to grant City a temporary easement so City may construct an elevated water storage facility. In the event the lease or sale of the tract is not authorized by the legislation and KBOR, KSU agrees to grant City a permanent easement for the tract. The terms and conditions of the lease or sale of the tract shall be set forth in an agreement between the parties.

3. In exchange for the granting of the easements described in paragraphs 1 and 2, City agrees to extend a 12" water main approximately 3,500 feet from the Chappel Heights Subdivision, along East Mary Street, to the real property owned by KSU, at the sole expense of City. City agrees to make all necessary connections so that the KSU real property can be served by the City water utility (See Exhibit D). The parties agree that the Attorney General of the State of Kansas will have to approve as to form, any easements.

4. City agrees to provide City water utility service to KSU at the rate set forth in the City Code of Ordinances for water utility service inside the municipal boundary of City.

5. KSU agrees to enter into a Consent to Annexation agreement, consenting to the annexation of the KSU real property into City, at the time City deems it appropriate to annex the real property (See Exhibit E).

6. In the event that City intends to annex the KSU real property into City, then City shall, at least thirty (30) days before such annexation, adopt the ordinance attached hereto as Exhibit F.

7. The parties understand and agree that portions of the real property involved in this transaction may be owned by Finney County and that the approval of Finney County may be required.

THIS MEMORANDUM OF UNDERSTANDING is acknowledged and approved as of the last date set forth below.

CITY OF GARDEN CITY, KANSAS

6/10/19
Date

By _____
MATTHEW C. ALLEN, City Manager

ATTEST:

Celyn N Hurtado
CELYN N. HURTADO, City Clerk

KANSAS STATE UNIVERSITY

7/11/19
Date

By Cindy Bontrager
CINDY BONTRAGER, Vice President ~~for Administration and Finance~~ Chief Operating Officer

7/11/19
Chief Financial Officer

W:\RDG\CITY\REAL ESTATE\KSU\MOU(2019).docx

CONSENT TO ANNEXATION

KANSAS STATE UNIVERSITY, on behalf of the Kansas Board of Regents and the State of Kansas (KSU), hereby consents to annexation of the following described Real Property by the City of Garden City, Kansas (City), at the time City determines it to be in the best interest of City to annex the Real Property into the City:

> Commencing at the Southwest corner of Section Three (3), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6th P.M., Finney County, Kansas; thence running North on the section line 346.1 feet to the center line of the highway; thence running Northeasterly along the center line of said highway 3781.7 feet to the point of intersection with the East line of the West Half (W½) of Section Three (3); thence running South along the middle line of said Section a distance of 3107.3 feet to the Southeast corner of said West Half (W½) of Section Three (3); thence West on the South line of said Section to the point of beginning, containing Ninety-nine and Two Hundred Sixty-six Thousandths (99.266) acres of land more or less; and
>
> The East One Hundred Thirty-six (136) acres of the Northeast Quarter (NE¼) of Section Ten (10), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6th P.M., Finney County, Kansas, said tract otherwise described as beginning at the Northeast corner of said Northeast Quarter (NE¼) of said Section Ten (10), marked by a #4 rebar with yellow plastic cap; thence running South on the section line 2647.98 feet to the Southeast corner of said Quarter Section, marked by a #5 rebar; thence running West on the South line of said Quarter Section 2236.83 feet to a #5 rebar with cap stamped W&C CLS 158; thence running North parallel with the East line of said Quarter Section 2645.00 feet to the North line of said Quarter Section, and a #5 rebar with orange plastic cap therein; thence running East on the North line of said Quarter Section 2236.82 feet to the point of beginning (Real Property)

THIS CONSENT TO ANNEXATION is granted in exchange for City extending water service to the Real Property. This Consent to Annexation should be and hereby is considered to be granted pursuant to K.S.A. 12-520(a)(7). KSU understands that a resolution, notice, or public hearing shall not be required as a prerequisite to the annexation of the Real Property, pursuant to K.S.A. 12-520a(f). However, City and KSU have agreed that prior to annexation of the Real Property, City shall adopt an ordinance at least thirty (30) days prior to annexation, the terms of which have previously been agreed upon by City and KSU.

KANSAS STATE UNIVERSITY

11/18/19
Date

By Cindy Bontrager
CINDY BONTRAGER, Vice President and
Chief Operating Officer

[Notary Public Acknowledgement appears on next page]

STATE OF KANSAS)
) ss.
COUNTY OF RILEY)

BE IT REMEMBERED, that on the 18th day of November, 2019, before me, a Notary Public in and for the County and State aforesaid, came CINDY BONTRAGER, Vice President and Chief Operating Officer for Kansas State University, who is personally known to me to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have subscribed my name and affixed my seal as of the day and year last above written.

NOTARY PUBLIC - State of Kansas
JENNYFER D. OWENSBY
My Appt. Expires _____

Jennifer D. Owensby
NOTARY PUBLIC

My Commission Expires: 9/6/2022

K-STATE
Research and Extension

K-State Research and Extension
Southwest Research-Extension Center
4500 E. Mary Street
Garden City, KS 67846-9132
620-276-8286
Fax: 620-276-6028

April 22, 2016

Mr. Mike Muirhead
Garden City Public Works Director
P.O. Box 998
Garden City, KS 67846

Dear Mr. Muirhead:

I am writing to ask about the possibility of purchasing water from the City of Garden City for the Kansas State University Southwest Research-Extension Center located at 4500 Mary Street. For many years our facility has been licensed as a Small Water System by the Kansas Department of Health and Environment. Our system has been supplied by a water well located on the Center property. Recent laboratory sampling indicated that the net gross alpha, a measure of radioactivity, of our water exceeds EPA standards for drinking water. We are now using bottled water at the Center for our immediate needs.

A longer term solution for us would be to connect to the Garden City municipal water supply. Jeff Elliott, our Farm Manager at the Center, briefly discussed this possibility with you earlier this spring. I would like to continue these discussions to gage the City's interest in supplying us water and to determine an estimate of the cost to extend the City water system to the Center.

I look forward to further conversations. I can be reached at 785-259-2723 or gillen@ksu.edu. Thank you for your time and attention.

Sincerely,

Robert L. Gillen

Robert L. Gillen
Head, Southwest Research-Extension Center

Kansas State University Agricultural Experiment Station and Cooperative Extension Service

All educational programs and materials available without discrimination on the basis of race, color, religion, national origin, sex, age, or disability.

"Knowledge for Life"

Manning - Restrictions on City vs County.

(Published in the Garden City Telegram on the 20th day of June, 2020)

ORDINANCE NO. 2816 2020

AN ORDINANCE ADDRESSING THE APPLICABILITY OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS TO REAL PROPERTY OWNED BY KANSAS STATE UNIVERSITY, ON BEHALF OF THE KANSAS BOARD OF REGENTS AND THE STATE OF KANSAS.

WHEREAS, Kansas State University (KSU), on behalf of the Kansas Board of Regents and the State of Kansas, owns real property located adjacent to the east boundaries of the City of Garden City, Kansas (City); and

WHEREAS, City has extended municipal water service to KSU's real property; and

WHEREAS, KSU has signed a Consent to Annexation agreement authorizing annexation of the real property into the City at a time deemed appropriate by the City; and

WHEREAS, when the real property is annexed, it would be subject to all ordinances of the City; and

WHEREAS, in some instances, applicability of City ordinances to KSU's real property might restrict or prohibit KSU's intended uses of the real property or impede KSU's ability to make improvements upon the real property; and

WHEREAS, there are some instances where applicable case law of the State of Kansas would prohibit the applicability of City ordinances to KSU's real property; and

WHEREAS, the City does not intend to restrict or prohibit KSU's ability to fulfill its mission, including the use of its real property, unless there is a clear and overriding public interest which requires applicability of City ordinances to KSU's real property, and unless there is a clear legal ability of the part of the City to do so.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GARDEN CITY, KANSAS:

SECTION 1. For the purposes of this ordinance, the phrase "real property owned by Kansas State University" shall be the following described real property:

Commencing at the Southwest corner of Section Three (3), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6th P.M., Finney County, Kansas; thence running North on the section line 346.1 feet to the center line of the highway; thence running Northeasterly along the center line of said highway 3781.7 feet to the point of intersection with the East line of the West Half (W½) of Section Three (3); thence running South along the middle line of said Section a distance of 3107.3 feet to the Southeast corner of said West Half (W½) of Section Three (3); thence West on the South line of said Section to the point of beginning, containing Ninety-nine and Two Hundred Sixty-six Thousandths (99.266) acres of land more or less; and

The East One Hundred Thirty-six (136) acres of the Northeast Quarter (NE¼) of Section Ten (10), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6th P.M., Finney County, Kansas, said tract otherwise described as beginning at the Northeast corner of said Northeast Quarter (NE¼) of said Section Ten (10), marked by a #4 rebar with yellow plastic cap; thence running South on the section line 2647.98 feet to the Southeast corner of said Quarter Section, marked by a #5 rebar; thence running West on

the South line of said Quarter Section 2236.83 feet to a #5 rebar with cap stamped W&C CLS 158; thence running North parallel with the East line of said Quarter Section 2645.00 feet to the North line of said Quarter Section, and a #5 rebar with orange plastic cap therein; thence running East on the North line of said Quarter Section 2236.82 feet to the point of beginning (Real Property)

SECTION 2. No ordinance of the City of Garden City, Kansas which regulates or restricts the ability of KSU to use, or make improvements upon the real property, shall be applicable to the real property if the City does not have the legal authority to impose regulations or restrictions on the real property. If the legislature of the State of Kansas has enacted comprehensive legislation directed at the same subject as a City ordinance, and if the provisions of the City ordinance would impose regulations or restrictions which are in conflict with state law, the City would have no legal authority to impose its regulations or restrictions.

SECTION 3. In addition to the provisions of Section 2, no ordinance of the City, purporting to regulate or restrict the ability of KSU to use, or to make improvements upon, the real property, in the manner it deems most appropriate to carry out its mission to the public, shall be enforceable against KSU, the State of Kansas, or the Kansas Board of Regents, or any of their agents, employees or invitees, until, and unless, the Governing Body of the City (Governing Body) makes a finding that the impact on legitimate interests of the City outweigh the impacts that compliance with the City's ordinance would have on KSU's ability to carry out its mission. The Governing Body's authority shall include the authority to determine that any ordinance is temporarily enforceable, for a period not to exceed sixty (60) days, in order to maintain the enforceability of the ordinance until such time as a decision as to the long term applicability of the ordinance is resolved by mutual agreement of the parties, or a judicial determination.

SECTION 4. Prior to making any findings set forth and required in Section 3, the Governing Body shall give reasonable notice to KSU of the date and time when the Governing Body will consider applicability of an ordinance, and provide representatives of KSU with an opportunity to appear and be heard on the matter.

SECTION 5. 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 6. This ordinance shall be in force and take effect from and after its adoption and publication once in the official newspaper of the City.

ADOPTED AND PASSED by the Governing Body of the City of Garden City, Kansas, on the 16th day of June, 2020.

TROY R. UNRUH, Mayor

ATTEST:

CELYN N. HURTADO, City Clerk

APPROVED AS TO FORM:

RANDALL D. GRISELL, City Attorney

W:\RDG\CITY\ORDINANCES\AnnexationKSU(2020).docx

After Recording, Return To:
Doering, Grisell & Cunningham, P.A.
124 Grant Avenue
Garden City, Kansas 67846

RECORDING INFORMATION

CONSENT TO ANNEXATION

To: **The Governing Body of the City of Garden City, Kansas**

From: **SCSF2 LLC**

SCSF2 LLC, a Kansas limited liability company ("OWNER"), hereby consents, to the extent of its ownership interest, if any, to annexation of the following described real estate, which is situated in **FINNEY COUNTY, KANSAS**, by the CITY OF GARDEN CITY, KANSAS, a Kansas municipal corporation ("CITY"), at the time that CITY determines it to be in the best interest of CITY to annex the property to said city, to wit:

> **That certain trace of real property situated within the Southeast Quarter of the Southeast Quarter of the Southeast Quarter (SE¼SE¼SE¼) of Section Four (4), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6th P.M. in Finney County, Kansas and generally depicted on Exhibit A, which is attached hereto and is hereby incorporated by reference as if fully set forth herein ("Real Property").**

This Consent to Annexation is intended to cover any of the Real Property that has not been annexed by CITY as of the date set forth below.

This Consent to Annexation should be and hereby is considered to be granted pursuant to K.S.A. 12-520(a)(7).

OWNER acknowledges and understands that a resolution, notice, or public hearing shall not be required as a prerequisite to the annexation of the Real Property, pursuant to K.S.A. 12-520a(f).

The provisions of this Consent to Annexation shall RUN WITH THE LAND and shall be binding on any successors-in-interest and assigns.

The undersigned person executing this Consent to Annexation for OWNER represents and warrants that said person is executing this Consent to Annexation in said person's capacity with OWNER as indicated on the signature block below, that said person is authorized by OWNER to execute this Consent to Annexation on behalf of OWNER, and that said person is authorized by OWNER to bind OWNER to this Consent to Annexation.

[EXECUTION AND ACKNOWLEDGEMENT APPEARS ON NEXT PAGE]

SCSF2 LLC

By H. J. Swender Jr.
[NAME] H. J. Swender Jr., as
[TITLE] Manager

STATE OF Kansas)
) ss.
COUNTY OF Finney)

THIS INSTRUMENT was acknowledged before me on the 7th day of January, 2024 by H.J. Swender JR [NAME], as the manager [TITLE] of SCSF2 LLC, a Kansas limited liability company.

Signature: _____
[Notary Public]

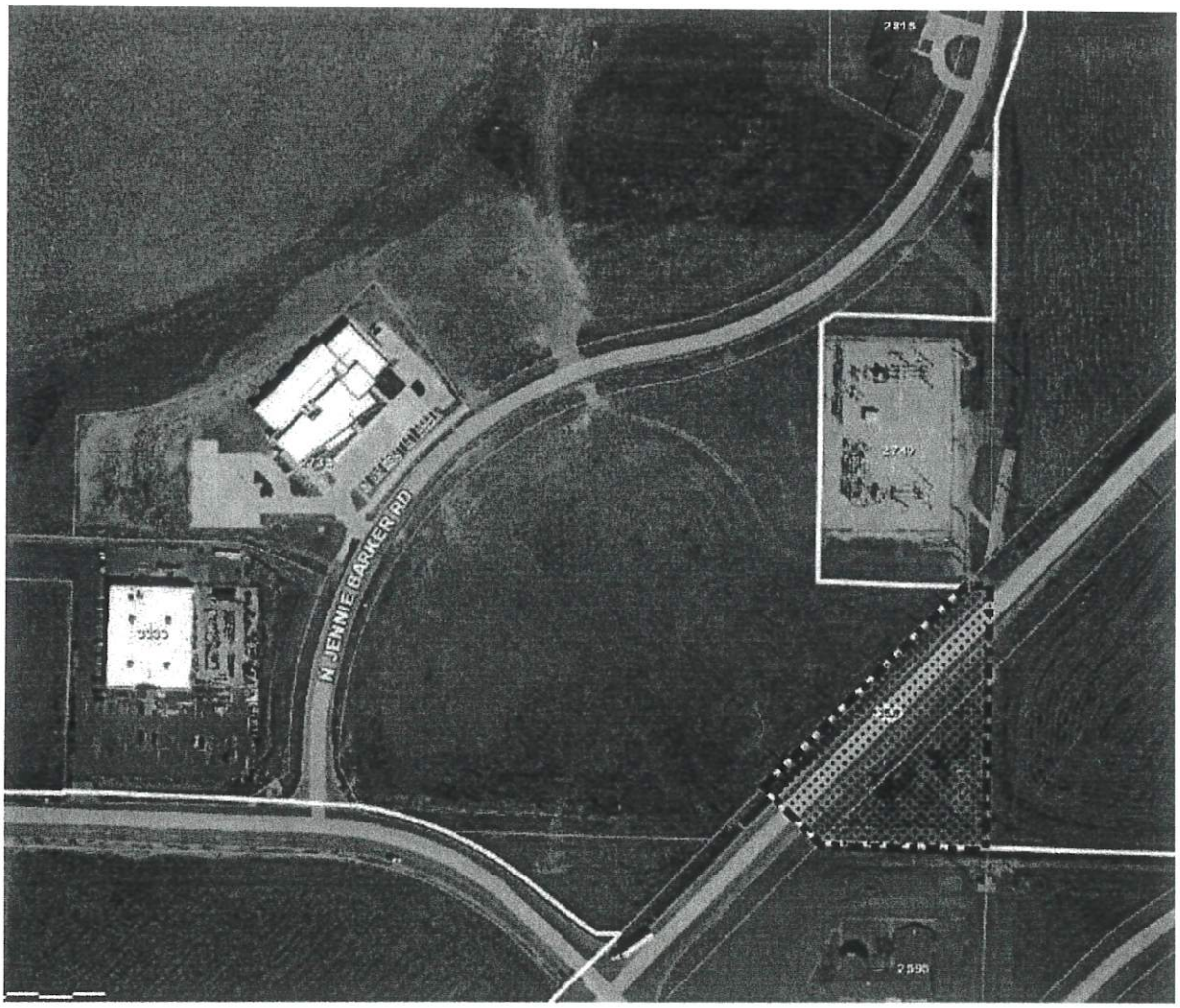
NOTARY PUBLIC-State of Kansas
LETA M. PARK
My Appt. Exp 10/09/2025

Name: LETA M PARK
[Printed or Typed]

My Appointment Expires: 10/09/2025

NOTARY PUBLIC - State of Kansas
LETA M. PARK
My Appt. Exp. _____

Exhibit A



2018 Statute

66-1,176. Termination of service rights in annexed areas; selection of electric service provider; notice and record requirements; appeal; right to serve existing customers, when; compensation for termination of service rights, determination. (a) (1) Whenever a city proposes to annex land that is located within the certified territory of a retail electric supplier, the city shall provide notice to the retail electric supplier no less than 30 days prior to the city making a selection pursuant to subsection (a)(2). All rights of a retail electric supplier to provide electric service in an area annexed by a city shall terminate 180 days from the date of annexation, unless such electric supplier is then holding a valid franchise for service in the area granted by the annexing city. Such period of 180 days shall be extended to 210 days from the date of annexation if a franchise is granted to the retail electric supplier pursuant to referendum conducted according to applicable franchise laws of the state of Kansas within such period of 210 days.

(2) Whenever the city annexes land that is located within the certified territory of a retail electric supplier, the city shall negotiate for the issuance of a franchise agreement pursuant to K.S.A. 12-2001, et seq., and amendments thereto, with a retail electric supplier holding a certificate within the annexed area. Nothing herein shall be construed to require a supplier holding both a certificate of convenience and a franchise for the area annexed to obtain a new franchise. The city shall make the selection of which supplier receives a franchise to operate within the annexed area. When making such selection, the city shall consider certain factors including, but not limited to: (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; and (K) whether the selection is in the public interest as it relates to all the factors considered by the city.

(b) When considering the factors contained in subsection (a)(2), or any other factors, the city shall produce a record of the city's deliberations and findings upon each factor and the basis for the city's selection. Such record shall be available as a public record within 10 days after the city makes a selection.

(c) Within 30 days after the city makes its selection, any supplier aggrieved thereby may file an appeal of such selection in the district court of the county in which the annexed area is located. Such appeal shall be to determine whether the city met the requirements of subsections (a) and (b) and whether the city's selection is based upon substantial, competent evidence. The appeal shall be docketed as a new civil action and the docket fee collected. The district court may take additional evidence on the factors in section (a)(2). The review of the city's selection shall be limited to the record produced and supplemented by any additional evidence received by the court pursuant to this section.

(d) (1) In the event that an appeal of the selection is filed in the district court, the retail electric supplier providing service at the time of annexation shall continue to provide service at its ordinary rates until such time as the appeal has been concluded and service rights terminated.

(2) If the service rights of a supplier are terminated pursuant to this section, the commission shall certify such annexed area as a single certified territory to the supplier holding a franchise for or then providing retail electric service in the city immediately prior to the annexation.

(e) In the event that a new retail electric supplier does not effect the assumption of electric service to the annexed area at the termination of a retail electric service provider's service rights pursuant to subsection (a), then the originally certified supplier shall have the right to continue service to the annexed area and charge its ordinary rates therefor until such supplier does assume service to the annexed area. Such service shall be free of any franchise fee or other compensation to the city or the electric supplier holding the franchise. Unless otherwise mutually agreed upon by the affected suppliers, no assumption of electric service shall occur within 15 days following notice to the originally certified supplier of the intended changeover time.

(f) Whenever the service rights of a retail electric supplier are terminated pursuant to subsection (a), fair and reasonable compensation shall be paid to such retail electric supplier by the supplier subsequently authorized to provide electric service. Such compensation shall be an amount mutually agreed upon by the affected suppliers or the sum of the following:

(1) The depreciated replacement cost for the electric utility facilities in the territory in which the service rights have been terminated pursuant to subsection (a). As used in this paragraph, "depreciated replacement cost" shall mean the original installed cost of the facilities, adjusted to present value by utilizing a nationally recognized index of utility construction costs, less accumulated depreciation based on the book depreciation rates of the selling utility as filed with and approved by the state corporation commission, which are in effect at the time of acquisition;

(2) all reasonable and prudent costs of detaching the electric system facilities to be sold and all reasonable and prudent costs of reintegrating the remaining electric system facilities of the retail electric supplier whose service rights are terminated pursuant to subsection (a);

(3) an amount equal to two times the gross revenues attributable to the customers in the terminated territory during the 12 months next preceding the date of transfer of the service pursuant to subsection (a);

(4) an amount equal to the state and federal tax liability created by the taxable income pursuant to the provisions of this paragraph and paragraphs (1), (2), (3) and (5) by the retail electric supplier whose service rights are terminated pursuant to subsection (a), calculated without regard to any tax deductions or benefits not related to the sale of assets covered herein; and

(5) an amount equal to 8.5% of the gross revenues of total retail sales attributable to new customers in the territory in which service rights have been terminated for a period of 10 years following the date of termination of service rights of the retail electric supplier. Payments shall

be made in annual installments to the retail electric supplier whose service rights are terminated pursuant to subsection (a). Gross revenues shall be determined based on the rates charged and billed at the time each annual payment is made. Such retail electric supplier shall have the right to review, audit or cause to be audited the subsequent supplier's financial records with respect to retail electric service in the territory in which service rights have been terminated to determine the amount payable pursuant to this paragraph.

(g) In the event that the compensation due pursuant to subsection (f) is disputed, after 60 days following the date of termination of service rights, either party may apply to the district court having jurisdiction where any portion of the facilities are located for determination of compensation. Such determination shall be made by the court sitting without a jury.

(h) Notwithstanding the provisions of K.S.A. 66-1,176b, and amendments thereto, a retail electric supplier shall be entitled to compensation pursuant to subsections (f) and (g) if a franchise agreement between a city and a retail electric supplier was agreed to pursuant to this section and K.S.A. 12-2001 et seq., and amendments thereto, but was terminated pursuant to K.S.A. 66-1,176b, and amendments thereto, within 10 years after such franchise agreement was effectuated by the parties.

History: L. 1976, ch. 284, § 7; L. 1986, ch. 249, § 3; L. 1987, ch. 257, § 3; L. 2002, ch. 27, § 1; L. 2018, ch. 6, § 3; Mar. 8.

Prev Article 1. - POWERS OF STATE CORPORATION COMMISSION Next

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GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Mike Muirhead, Director of Public Works and Utilities
DATE: February 4, 2025
RE: Special Retail Electric Service Contract

ISSUE:

The Governing Body is asked to consider and approve a Special Retail Service Contract for electrical power with Radiant Power Solutions, LLC.

BACKGROUND:

Radiant Power Solutions, LLC (Radiant) is planning to install up to 10 MW of electrical load on leased City property adjacent to the Jameson Energy Center located at 325 S. Jennie Barker Road. This Special Retail Service Contract being considered before you today falls under the City Code Section 90 -275 (Special Contracts) which allows separate contracts to supply electric power to citizens and others within the City boundaries. City staff along with outside counsel, staff from the Kansas Municipal Energy Agency (KMEA) and outside consultants have been meeting with Radiant for over one year ensuring that the City, and KMEA can meet the requirements needed by Radiant and be in compliance with all of the Southwest Power Pool (SPP), and the Federal Energy Regulatory Commissions requirements. The City and KMEA have specifically chosen to NOT opt-in to allow wholesale market participation pursuant to the regulatory rules, and requirements regarding participation as Distributed Energy Resource (DER) aggregations and Demand Response participation in any form in SPP's Integrated Marketplace including, but not limited to FERC Orders 719,745,and 2222. Radiant is being compensated by being provided service as an interruptible load under the terms of this agreement. Radiant will not be permitted to register or participate in SPP's Integrated Marketplace. This agreement has an initial term of 60 months with an automatic 36 month renewal unless terminated by either party with 12 months written notice. Three months prior to the end of the initial 60 month period, the City will provide Radiant notice of changes to the rates specified in the agreement. Those adjustments will take effect 3 months after notice is provided to Radiant and shall be in effect until notice is provided by the City and KMEA to Radiant of new adjustments. Adjustments cannot be made more than once every 12 months.

The City and KMEA will have the right to interrupt service to Radiant by providing 60 minutes advanced notice prior to the interruption, except in the case of Emergency Energy Alert issued by SPP or the transmission system operator, or a local Garden City system emergency requiring no advanced notice.

Rates for the initial 60 month period include a customer charge of $200.00 per month, a Demand charge of $5.56 per k/W-month, and the actual cost of the SPP's Network Integration Transmission Service based upon Radiant's contribution to the City's peak demand at the time of the Sunflower Electric Power Corporation's monthly transmission peak. Radiant will pay the City $60,536.42 for its

share of capitol cost improvements to the City distribution system. Radiant will provide a $50,000.00 deposit within 10 days of the execution of this agreement, and an additional $20,000.00 deposit 10 days prior to the initiation of the first 2 MW of service. In addition a $20,000.00 deposit will be required for every additional 500 kW increment before the additional load will be implemented. If Radiant fails to provide the required service or if the deposit is not provide within 5 business days of the required date, the City reserves the right to terminate this agreement. Interest on the deposit will accrue as indicated in Section 90-85 of the City Code of Ordinances.

ALTERNATIVES:

1. The Governing Body may approve the Special Retail Service Contract with Radiant Power Solutions, and authorize the Mayor sign the contract.
2. The Governing Body may not the Special Retail Service Contract with Radiant Power Solutions.

RECOMMENDATION:

Staff recommends that the Governing Body approve the Special Retail Service Contract with Radiant Power Solutions, and authorize the Mayor sign the contract.

FISCAL NOTE:

All expenses and revenues associated with this contract will come from the Electric Department Budget, which is considered an enterprise account and will have no impact to the general fund. Revenues are estimated to be in the $450,000.00 range over the expenses per year. This will depend upon the amount of power consumed by Radiant.

ATTACHMENTS:

Retail Service Agreement GC and RT and KMEA 011825

SPECIAL RETAIL ELECTRIC SERVICE CONTRACT

This Special Retail Electric Service Contract ("Agreement") is made by and among the City of Garden City, Kansas ("City"), a municipal corporation organized and existing under the laws of the State of Kansas, Radiant Power Solutions LLC ("Customer") a Kansas limited liability company, and Kansas Municipal Energy Agency, ("KMEA") a municipal agency organized and existing under the laws of the State of Kansas (collectively, the "Parties" and individually, a "Party"), on the final signatory date of this three party agreement. This Agreement provides the terms and conditions for a special retail service contract under City Code Section 90.275 (Special Contracts). Unless otherwise defined herein, capitalized terms have the same meaning as those contained in the Southwest Power Pool ("SPP") Open Access Transmission Tariff ("OATT").

This article shall not limit the right of the City to negotiate separate contracts for supplying electricity to its citizens and others, within and without the City, on such terms as may be deemed advisable and are approved by the governing body. (Code 1968, § 29-115)

Now, therefore, for and in consideration of the foregoing, the mutual promises, covenants and conditions set forth herein and other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the Parties agree as follows:

Seller: City of Garden City, Kansas

Buyer: Radiant Power Solutions, LLC

SPP Market Participant: Kansas Municipal Energy Agency

City Service Provided:

Up to 100 kW of firm electric service, along with interruptible electrical power and energy AC, 60 hertz, three-phase, at 12,470 volts, delivered at the primary terminal of Customer-owned transformers in an amount equal to the Contract Energy Supply, as that term is defined below, less 100 kWh/hour of firm service. City assumes no responsibility for operation, maintenance, or replacement of Customer-owned equipment (See Exhibit 1 to this Agreement for one-line diagram). The amount of firm load will be determined upon testing of equipment after installation and documented as Exhibit 2 to this Agreement within 15 days of the Date of Commencement, as that term is defined below.

Service for the interruptible portion of the production may be interrupted at the discretion of the City and/or KMEA as follows:

- If it is anticipated the City's demand in a given hour will be greater than the forecasted seasonal peak demand when including the then-current Contract Energy Supply, the City and/or KMEA may interrupt that portion of the Customer's Interruptible Load required to ensure the City's hourly peak remains at or below the seasonal forecasted peak. KMEA will supply curtailment notices to the Customer on the prior day based on forecasted loads. However, load fluctuations may dictate curtailments be made intraday.

- If SPP issues an instruction, including, but not limited to, Conservative Operation Advisories or Emergency Alerts, the City and/or KMEA may interrupt 100% of the Customer's Interruptible Load. In addition, should the Sunflower Electric Power Corporation, the Transmission Owner/Operator direct the City or KMEA to curtail load, the City and/or KMEA may interrupt 100% of the Customer's Interruptible Load.
- If the City experiences a local system emergency, City and/or KMEA may interrupt 100% of the Customer's Interruptible Load.

Date of Commencement:

The City will work to have its equipment in place for Customer to connect its service within thirty (30) calendar days of receipt of the Initial Customer Deposit as set forth below. City will notify the Customer when the equipment necessary to connect Customer's service is in place. The Parties will work together to schedule the initiation of service upon completion of work by Customer necessary to commence service, including completion of all requirements of the applicable Service Regulations of the City.

The Date of Commencement will be the earlier of the date on which the Customer begins taking service or thirty (30) calendar days after the City notifies the Customer that it has completed installation of the City's equipment.

City's Settlement Location:

All energy charges will be settled based on the locational marginal price (LMP) at the City's settlement location.

Settlement Location: KMEA_EMP2_SECI (or as may be amended from time to time)

Contract Energy Supply:

Load to be staged as follows:

- As of Date of Commencement: 2,000 kWh/hour
- Incremental Interruptible Load additions: Energy supply can be increased in increments of 500 kWh/hour upon five (5) business days' written notice.
- Business day is Monday through Friday 8:00 a.m. to 5:00 p.m., excluding holidays.
- Maximum Load: 10,000 kWh/hour

Interruptible Load:

Interruptible Load shall be the then-current Contract Energy Supply amount less 100 kWh/hour.

Participation in SPP Integrated Marketplace:

City and KMEA have specifically chosen to *not* opt-in to allow wholesale market participation pursuant to the regulatory orders, rules, and requirements regarding participation as Distributed Energy Resource ("DER") aggregations and Demand Response participation in any form in SPP's Integrated Marketplace, including, but not limited to, Order 719, 745, and 2222. As Customer is already being compensated by being provided service as an interruptible load under the terms of this Agreement, Customer will not be permitted to register or participate in SPP's Integrated Marketplace.

Rates for Initial 60-Month Period:

- Customer Charge: Two Hundred Dollars ($200.00) per month.
- Transmission: The actual cost of SPP Network Integration Transmission Service ("NITS") based on Customer's contribution to City's peak demand at the time of the Sunflower Electric's ("SECI") monthly transmission peak. The rate shall be determined by dividing the monthly SPP NITS bill for the City by the prior calendar year's 12 coincident peak ("CP") average demand for the City resulting in a $/kW-month rate.
    - Customer will be responsible to predict monthly transmission peak interruptions.
- Demand Charge: $5.56/kW-month, to be billed on all metered demand. This charge is billed out monthly based on the highest 5-minute demand during the month.
- Facilities Cost: Based on a capital cost estimate of $121,072.84, the City agrees to pay 50% of this cost, and the Customer will be assessed the other 50% of the cost ($60,536.42), which will be paid 1/3 ($20,178.80) at the execution of this Agreement, 1/3 ($20,178.80) no later than the 5th day of the month following the month in which this Agreement is executed, and 1/3 ($20,178.82) no later than the 5th day of the second month following the month in which this Agreement is executed. The Facilities Cost will be adjusted to reflect the actual cost of construction by pro-rating the monthly facilities cost by the increase or decrease based upon the actual capital cost.
- Energy Charge: The energy charge shall consist of the following four (4) components:
    - Component 1: Day-Ahead LMP at City's settlement location multiplied by the Day-Ahead Energy Award multiplied by 1.5% for energy losses (calculated on an hourly basis); plus
    - Component 2: The actual hourly load for the Customer minus the Day-Ahead Energy Award, this difference being multiplied by the Real-Time LMP and by 1.5% for energy losses (calculated on a five-minute basis); plus
    - Component 3: The Customer's monthly load ratio share of the City's SPP ancillary charges; plus

- Component 4: The higher of the Day-Ahead Energy Award or the actual hourly load for the Customer multiplied by the current KMEA administration fee plus $1.00 per MWh.

- Miscellaneous/Penalty Charges: If City and/or KMEA is assessed any miscellaneous charges or penalties by Sunflower or SPP directly attributable to Customer operations, those charges will be passed directly through to Customer on its monthly bill.

Rates After the Initial 60-Month Period:

Three (3) months prior to the end of the initial sixty (60)-month period, City will provide notice to Customer of all changes to the rates specified in this Agreement. Those adjustments will take effect three (3) months after notice is provided to Customer. Such adjustments shall be valid and in effect until notice is given by City and KMEA of new adjustments. Adjustments shall not be made more often than every twelve (12) months.

Day-Ahead Energy Award:

Customer will provide the maximum Day-Ahead LMP to be used in submitting the Day-Ahead load bid. The Day-Ahead Energy Award will equal that amount of the load bid that is accepted by SPP pursuant to the Integrated Marketplace protocols and the SPP OATT.

Settlement Interval:

All Day-Ahead settlements are based on hourly interval settlements. All Real-Time settlements, including settlement of deviations between the Day-Ahead LMP and the Real-Time LMP and calculation of net gain from Day-Ahead/Real-Time optimization, are based on 5-minute interval settlements. All gains and losses attributed to Day-Ahead and Real-Time settlement/optimization shall be passed on to the Customer. All settlements pertaining to Day-Ahead Energy and Real-Time Energy shall be settled on 5-minute increments.

Metering Point:

Customer bills will be based on demand and energy measured at the primary metering location (12,470 volts) on the primary side of all Customer equipment.

Maximum Energy Usage:

Customer agrees its hourly energy usage will not exceed the Contract Energy Supply under this Agreement without prior written approval from the City.

Power Factor:

Customer agrees to maintain a power factor of 95% or greater. If the power factor during the interval with the highest 15-minute integrated demand is less than 95%, the Customer's entire monthly bill will be adjusted by the ratio of (0.95 / measured power factor at time of peak). City reserves the right to install power factor

correction equipment at the Customer's expense if the measured power factor at the time of the monthly peak remains less than 95% for more than three (3) consecutive months.

Notification of Interruptions:

City and/or KMEA will provide no less than sixty (60) minutes' notice prior to any scheduled interruption of service, except in the case of the issuance of an Emergency Energy Alert (EEA) or system emergency; City and/or KMEA are obliged to initiate curtailment requirements to Customer for all curtailment situations, including EEA events. Such notification will occur by any of the following methods: e-mail, text message and website notification, or by any mutually agreed method. In the case of the issuance of an EEA or a system emergency, the Customer will be required to interrupt service immediately.

Penalty if Customer Fails to Interrupt:

If Customer fails to interrupt its service as agreed-upon and the City establishes a new system peak demand or a new SPP reserve requirement, the following penalty rates will apply:

- Capacity Responsibility: The penalty shall be equal to the product of (i) The SPP-published Cost of New Entry, ("CONE") expressed in $/kW-year; (ii) the amount of load the customer failed to interrupt during such peak hour; and (iii) 1.5% for losses. If the penalty assessed by SPP exceeds the CONE, as can occur, that additional penalty will be assessed to Customer.

Customer Deposit:

Initial Customer Deposits: Customer shall provide Initial Customer Deposits of the following: (1) $50,000 in cash within ten (10) days of execution of this Agreement by the Parties; and (2) An additional cash deposit of $20,000 ten (10) days prior to the initiation of service under this Agreement or the Date of Commencement, whichever is earlier.

Deposits for Additional Incremental Service: Upon notice by Customer of each Incremental Load Addition beyond the initial 2 MW, a cash deposit of $20,000 per 500 kW increment will be required before the Incremental Load Addition will be implemented.

If the Customer fails to provide the required deposit, the City is under no obligation to provide service and, if the required deposit is not provided within five (5) business days of the required date, the City reserves the right to terminate this Agreement.

The City will adjust the required deposit on an annual basis to an amount equal to two times the average of the four highest monthly bills during the prior twelve (12) months. Such calculation will be completed in November based on the prior October through September billings and will go into effect the following January.

Any increase in the deposit due shall be deposited by Customer in cash with the City no later than January 1. A deposit will accrue interest as indicated in Sec. 90-85 of the City Code of Ordinances.

Term:

The Agreement shall be in effect for a sixty (60)-month period beginning as of the Date of Commencement under this Agreement.

Renewal Term:

This Agreement will automatically renew for successive 36-month periods unless terminated by either Party with 12 months' written notice.

The City may terminate this Agreement upon:

(1) the occurrence of an event that results in the City being unable to continue to provide service under the existing terms and conditions set forth in this Agreement. Upon the occurrence of such an event, the Parties shall negotiate in good faith any amendments to this Agreement necessary to adapt the terms of this Agreement necessary for service to Customer to continue; or
(2) a material change in law, rule or regulation that adversely affects, or may reasonably be expected to adversely affect a Party's rights and/or obligations under this Agreement. In that event, the Parties shall negotiate in good faith any amendments to this Agreement necessary to adapt the terms of this Agreement to such change in law or regulation.

Special Conditions:

- Except during hours of interruption, City agrees to provide service that is comparable to service provided to the City's other retail customers. Customer acknowledges that service may be interrupted as a result of circumstances beyond the control of the City. City will have no liability for direct or consequential damages to Customer for outages occurring for these reasons.

Events of Default and Remedies:

- Events of Default: An "Event of Default" means, with respect to a Party (a "Defaulting Party"), the occurrence of any of the following:
  - Failure to make, when due, any payment required pursuant hereto if such failure is not remedied within 5 business days after written notice;
  - Failure to deliver or receive service when due pursuant to this Agreement, unless caused by an event of Force Majeure;
  - Any representation or warranty made by such Party herein is false or misleading in any material respect when made or when repeated;
  - A Party becomes bankrupt; or

- A Party's failure to perform any other material obligation set forth herein if such failure is not remedied within five (5) business days after written notice.
- Bankrupt means with respect to a Person (Person meaning an individual or an entity of any type), such Person (i) files a petition or otherwise commences, authorizes, or acquiesces in this commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization, or similar law; (ii) has any such petition filed, or any such proceeding or cause of action commenced, against it if such petition, proceeding, or action is not discharged, dismissed, stayed, or restrained within thirty (30) days following the filing or commencement thereof; (iii) makes an assignment or any general arrangement for the benefit of its creditors; (iv) otherwise becomes bankrupt or insolvent, however evidenced; (v) has a liquidator, administrator, receiver, trustee, conservator, or similar official appointment with respect to it or any substantial portion of its property or assets; or (vi) admits in writing its general inability to pay its debts as they come due.

- Declaration of Early Termination Date and Calculation of Settlement Amounts: If an Event of Default with respect to a Defaulting Party occurs and continues for more than five (5) business days, the other Parties (the "Non-Defaulting Parties") will have the right (a) upon two (2) business days' written notice to the Defaulting Party to terminate this Agreement ("Early Termination Date"), to accelerate all amounts owing between the Parties and to liquidate and terminate any transactions related to this Agreement, (b) to withhold any payments due to the Defaulting Party under this Agreement, and (c) to suspend performance. The Non-Defaulting Parties will calculate, in a commercially reasonable manner, a settlement amount as follows ("Settlement Amount"):
  - If Customer is in default and City and KMEA elect Early Termination: Customer shall pay City all amounts owed and, if not paid within three (3) calendar days, City shall use the Customer Deposit to pay said amount plus the unpaid portion of the City's facility costs. City shall retain any Customer Deposit in excess of the amounts owed as liquidated damages.
  - If City is in default and Customer elects Early Termination: Since Customer is purchasing energy at market prices, there will be no Early Termination payment from City to Customer. The Customer shall be entitled to a return of any Payment Deposit made by Customer, with interest if said Payment Deposit is made by cash deposit.
- **Limitation of Liability**: IN THE EVENT OF A DEFAULT, THE DEFAULTING PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY, AND SUCH DIRECT, ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY HEREUNDER. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, LOST PROFIT, OR BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT, CONTRACT, OR OTHERWISE.

Assignment of Contract:

No Party shall have the right to assign this Agreement or rights hereunder, except by the express written consent of the other Parties, such consent to not be unreasonably withheld.

Waiver of Default:

No waiver of any term, provision, or condition of this Agreement, the breach or default thereof, by conduct or otherwise, in one or more instances shall be deemed to be either a continuing waiver or waiver of a subsequent breach or default of any such term, provision or condition of this Agreement.

Dispute Resolution System:

The parties agree that any dispute or claim arising out of or relating to this Agreement, or the breach of this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System. Any agreement signed by the parties pursuant to a mediation conference shall be binding. If the parties cannot reach a mutually agreeable settlement, they are free to arbitrate or litigate their dispute as if the mediation never took place.

Force Majeure:

The term “Force Majeure,” as used herein, shall mean any cause or causes not reasonably within the control of the affected Party and not due to any fault or negligence of the affected Party, which wholly or partly prevents the performance of any of its obligations under this Agreement, including, without limitation by enumeration, acts of God, acts of the public enemy, acts of terrorism or threats thereof (or actions to prevent the same), blockades, strikes or differences with workmen, civil disturbances, fires, explosions, storms, floods, landslides, washouts, pandemics or epidemics, labor and material shortages, boycotts, breakdowns of or damage to equipment or facilities and actions to prevent the same, interruptions to supply or delays in transportation, embargoes, inability to obtain or renew a necessary license, permit or approval, acts of military authorities, acts of local, state or federal agencies or regulatory bodies, court actions, bankruptcy court actions, arrests, and restraints.

If an event defined as Force Majeure occurs, and the affected Party is unable to carry out any of its obligations under this Agreement, then upon the affected Party giving written notice to the other Parties of such Force Majeure, the affected Party's obligations shall be suspended from and after the date of the Force Majeure specified in the notice to the extent made necessary by such Force Majeure and during its continuance. The notice shall specify in detail (to the extent known) the nature of the Force Majeure, the obligations which the affected Party is unable to perform or furnish due to Force Majeure, and the affected Party's best estimate of

the probable duration of the Force Majeure. The affected Party shall use Commercially Reasonable Efforts to eliminate and cure such Force Majeure insofar as possible and with a minimum of delay, and to resume full performance of its obligations.

Notices:

Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, electronically, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to City of Garden City:

Mike Muirhead
Director of Public Works and Utilities
City of Garden City, Kansas
301 N. 8th Street
Garden City, KS 67846
(620) 276-1168
Email: mike.muirhead@gardencityks.us

Matthew C. Allen City Manager
City of Garden City, Kansas
301 N. 8th Street
Garden City, KS 67846
(620) 276-1161
Email: matt.allen@gardencityks.us

If to Radiant Power Solutions LLC:

Radiant Power Solutions LLC
Attn: Shreyash Milak
4601 E. Douglas Avenue, Suite 150
Wichita, Kansas 67218
Telephone: (443) 944-4408
Email: yash@valuehash.com

If to Kansas Municipal Energy Agency:

Paul Mahlberg
General Manager
Kansas Municipal Energy Agency
6300 W. 95th Street
Overland Park, KS 66212
(913) 660-0234
Email: mahlberg@kmea.com

Choice of Law:

This Agreement shall be governed by the laws of the State of Kansas, not including any Conflicts of Law provisions, and specifically includes defenses and affirmative defenses available to the Parties, including sovereign or governmental immunity.

Binding Contract:

This Agreement shall be binding upon the Parties hereto, their successors, heirs, personal representatives, and assigns.

Counterparts:

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Severability and Enforceability of Agreement:

In the event that any of the terms of this Agreement shall be in conflict with the laws of the State of Kansas or be found to be invalid or void by a court or regulatory authority, then the remainder of this Agreement shall remain in full force and effect. If any of the terms of this Agreement are determined to be void, invalid, or unenforceable, it shall not invalidate the balance of such Agreement unless performance under the Agreement by either party is not possible without the void, valid, or unenforceable provision(s).

Nothing in these provisions shall remove the obligation of Customer to pay City for any amounts due and owing to City under this Agreement.

Agency Jurisdiction:

The Parties acknowledge and agree that a dispute over which a governmental authority has exclusive jurisdiction shall, in the first instance, be brought before and resolved by such governmental authority.

Indemnification:

Each Party (the “Indemnifying Party”) agrees to indemnify, defend, and hold harmless the other Parties (the “Indemnified Parties”) from and against all third-party claims, demands, losses, liabilities, penalties, and expenses (including reasonable attorneys’ fees) for personal injury or death to Persons and damage to the tangible personal property or facilities or the property of any other Person or entity to the extent arising out of, resulting from, or caused by the negligent or tortious acts, errors, or omissions or willful misconduct of the Indemnifying Party or, its affiliates, its directors, officers, employees, or agents. This indemnification obligation shall apply notwithstanding any negligent or intentional acts, errors, or omissions of the Indemnified Parties, but the Indemnifying Party’s liability to pay damages to the Indemnified Parties shall be reduced in proportion to the

percentage by which the Indemnified Parties' negligent or intentional acts, errors, or omissions caused the damages. No Party shall be indemnified for its damages resulting from its sole negligence or willful misconduct. These indemnity provisions shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy.

Promptly after receipt by a Party of any claim or notice of the commencement of any action, administrative, or legal proceeding, or investigation as to which the indemnity provided for in this Article may apply, the Indemnified Parties shall notify the Indemnifying Party in writing of such fact. The Indemnifying Party shall assume the defense thereof with counsel designated by the Indemnifying Party and satisfactory to the Indemnified Parties; provided, however, that if the defendants in any such action include both the Indemnified Parties and the Indemnifying Party and the Indemnified Parties shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to, or inconsistent with, those available to the Indemnifying Party, the Indemnified Parties shall have the right to select and be represented by separate counsel, at the Indemnifying Party's expense, unless a liability insurer is willing to pay such costs.

If the Indemnifying Party fails to assume the defense of a claim meriting indemnification, the Indemnified Parties may, at the expense of the Indemnifying Party, contest, settle, or pay such claim; provided, however, that settlement or full payment of any such claim may be made only following consent of the Indemnifying Party or, absent such consent, written opinion of the Indemnified Parties' counsel that such claim is meritorious or warrants settlement.

Except as otherwise provided in this Article, in the event that a Party is obligated to indemnify and hold the other Party and its successors and assigns harmless under this Article, the amount owing to the Indemnified Parties will be the amount of the Indemnified Parties' actual loss net of any insurance proceeds received by the Indemnified Parties.

Entire Agreement:

This instrument embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

Attorney Fees:

If any action at law or equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

Miscellaneous:

The headings of the paragraphs of this Agreement are inserted for convenience only and shall not constitute a part hereof. Wherever applicable the singular shall include the plural and the masculine.

Amendment:

This Agreement may not be amended except in writing signed by all Parties.

CITY OF GARDEN CITY, KANSAS

_____ By_____
Date ROY CESSNA, Mayor

ATTEST:

_____
Celyn N. Hurtado, City Clerk

KANSAS MUNICIPAL ENERGY AGENCY

By:_____

Name:_____

Title:_____

RADIANT POWER SOLUTIONS LLC

By:_____

Name:_____

Title:_____

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Mike Muirhead, Director of Public Works and Utilities
DATE: February 4, 2025
RE: Lease Agreement with Radiant Power Solutions LLC

ISSUE:

The Governing Body is asked to consider and approve a lease agreement with Radiant Power Solutions LLC to lease approximately 3 acres of City property located adjacent to the Jameson Energy Center at 325 S. Jennie Barker Road.

BACKGROUND:

Radiant Power Solutions, LLC (Radiant) is requesting to lease approximately 3 acres of City property adjacent to the Jameson Energy Center located at 325 S. Jennie Barker Road. If this proposed lease agreement, and a special retail service contract for electric power that will be considered after this is approved, Radiant is planning to install up to 10 MW of data processing/ data mining equipment on the 3 acres. The term of the lease is 5 years, and will automatically renew for an additional 5 years unless terminated by ether party after providing a 12 month notice within the first 5 years of the agreement. After the first 5 years of the agreement either party may terminate at anytime with a 1 years notice. Radiant will pay the City $2,666.67 per month, or $32,000.00 per year for the first year, and will then increase by 5% per year for a total of $183,302.00 over the five year term. Radiant shall be responsible for the maintenance and repairs to the improvements to the leased property, and agrees to operate in a safe environmentally responsible manner. Radiant agrees to keep the property in a clean condition, to keep all grass, weeds, and vegetation cut and trimmed in compliance with the Code of Ordinances of the City. Radiant shall pay all utility charges in connection to its use of the leased property.

ALTERNATIVES:

1. The Governing Body may approve the 5 year lease agreement with Radiant Power Solutions, LLC.
2. The Governing Body may not approve the lease agreement.

RECOMMENDATION:

Staff recommends the Governing Body approve the 5 year lease agreement with Radiant Power Solutions, LLC.

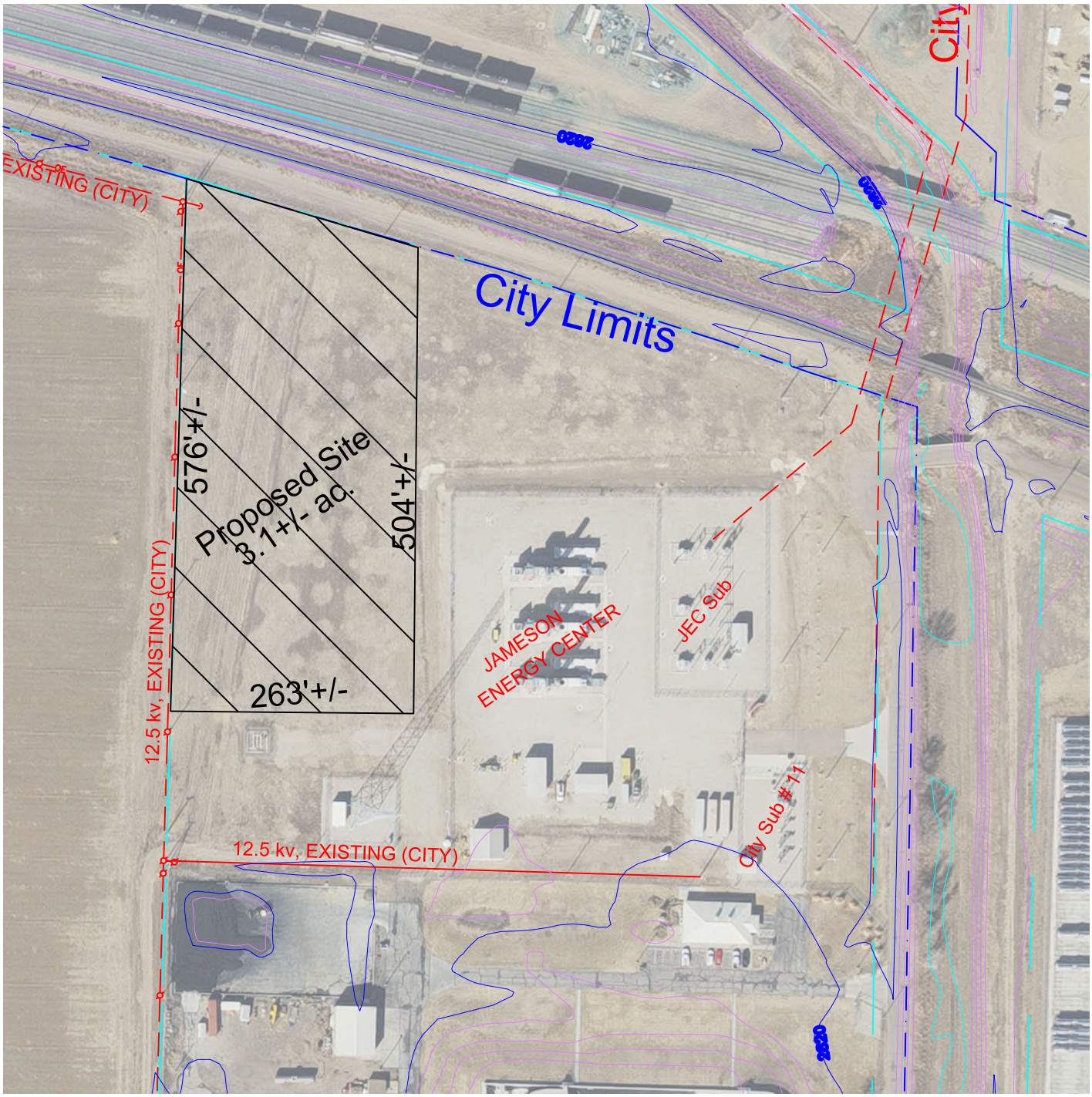
FISCAL NOTE:

As stated in the body of this memo Radiant will pay the City $2,666.67 per month, or $32,000.00 per year for the first year, and will then increase by 5% per year for a total of $183,302.00 over the five year term.

ATTACHMENTS:

Exhibit A - Radiant Tech Lease of Jameson
Radiant Tech Lease of Jameson (Clean) Final 1.27.25

EXHIBIT A


EXISTING (CITY)
City Limits
City
576'+/-
Proposed Site
3.1+/- ac.
504'+/-
263'+/-
12.5 kv, EXISTING (CITY)
JAMESON
ENERGY CENTER
JEC Sub
City Sub # 11
12.5 kv, EXISTING (CITY)

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made this _____ day of _____, 2025, by and between the **CITY OF GARDEN CITY, KANSAS**, a Kansas municipal corporation ("CITY"), and **RADIANT POWER SOLUTIONS LLC**, a domestic limited liability company ("RADIANT"), all of whom are referred to herein individually as "Party" and collectively as "Parties".

WITNESSETH:

WHEREAS, CITY owns real property located in Finney County, Kansas; and

WHEREAS, RADIANT is interested in leasing a portion of the real property; and

WHEREAS, CITY and RADIANT desire to enter into a written lease agreement setting forth the terms and conditions of the agreement between the parties.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

1. PREMISES. CITY does hereby grant, lease, and rent to RADIANT for its use and occupancy, the real property, located in the County of Finney, State of Kansas, as more fully described below ("Leased Premises"). Also referred to as the JEC Property. As depicted in Exhibit A.

> **A tract of land located in the Southeast Quarter of the Northeast Quarter of Section Twenty-one (21), Township Twenty-four (24) South, Range Thirty-two (32) West of the Sixth Principal Meridian, more particularly described as follows:**
>
> **COMMENCING at Corner IV of Meadowlark Addition to the City of Garden City, Kansas; thence N01°42'43" E along the east line of said Addition, line also being the West line of a tract of land described in the Deed recorded in Book 303 Page 531 Finney County Kansas Register of Deeds, 166.00 feet to the POINT OF BEGINNING;**
>
> **Thence continuing N01°42'43"E along the West line of said tract of land 441.92 feet to a point; thence S88°17'17"E along a line parallel with the south line of said tract 294.08 feet to a point; thence S01°42'43"W along a line parallel to the West line of said tract 198.00 feet more or less to a fence corner fence post, said post being 3" diameter, 8'-3" tall steel post in concrete foundation; thence S00°03'26"W along a fence line, said fence being a 7' tall chain link fence, 244.02 feet to a point; thence N88°17'17"W along a line parallel with the South line of said tract 301.12 feet more or less to the Point of Beginning. Described Tract contains 3.00 acres more or less.**

RADIANT has inspected the Leased Premises and by execution of this Agreement accepts the Leased Premises in its present condition, subject to improvements to be made by RADIANT, as agreed to by the parties.

2. TERM. The term of this Agreement shall be for a term of five (5) years, beginning on the date of Execution of The Special Retail Electric Service Contract, regardless of the date of this Agreement. The Agreement will automatically renew for five (5) year terms unless terminated by either Party.

3. RENT. RADIANT shall pay rent to CITY the amount of Thirty-two Thousand Dollars ($32,000), to be paid in equal monthly installments of Two Thousand Six Hundred Sixty-six and 67/100 Dollars ($2,666.67), by the 15th day of each month, to begin on the 4th day of February, 2025. The rent amount shall increase annually by five percent (5%).

4. PERMITS OR LICENSES. RADIANT agrees as a condition of operation of the Leased Premises, that it shall acquire any and all permits or licenses required by City Code of Ordinances, or by state or federal laws, rules, and regulations.

5. USE OF PREMISES. RADIANT intends to use the Leased Premises for Data Center / Crypto Mining.

6. DUTIES AND RESPONSIBILITIES OF RADIANT. RADIANT agrees to the following terms and conditions in the operation of its business:

(a) To operate in a safe and environmentally responsible manner.

(b) To maintain the Leased Premises in a clean condition.

(c) To keep all grass, weeds, and vegetation cut and trimmed in compliance with the Code of Ordinances of CITY.

The parties acknowledge and agree that if RADIANT fails or neglects to perform or observe any of RADIANT's obligations, duties, or responsibilities as set forth above, such failure and/or neglect shall be considered material noncompliance with the terms and conditions of this Agreement.

7. MAINTENANCE. RADIANT shall be responsible for all necessary maintenance and repairs to the improvements on the Leased Premises.

8. UTILITIES. RADIANT shall pay all utility charges in connection with its use of the Leased Premises, including gas, electricity, water, sewer, solid waste, internet, and telephone service.

9. IMPROVEMENTS. All improvements and renovations in or upon the Leased Premises, made by RADIANT shall be removed and the Leased Premises shall be returned to the original condition before the start of this Agreement, unless mutually agreed by both parties. Should CITY be required to remove any improvements or renovations in or upon the Leased Premises made by RADIANT, the CITY shall be reimbursed by RADIANT for any related expenses to the removal and restoration to original condition. All improvements and renovations in or upon the Leased Premises, made by CITY or RADIANT, or any other party, either prior to or during any term of this Agreement, remaining on the Leased Premises at the expiration or sooner termination of this Agreement, shall become the property of CITY, free and clear of any claim or interest of RADIANT or any other party, and same shall be surrendered with the Leased Premises as a part thereof, at the expiration or sooner termination of this Agreement, subject, however, to a subsequent real estate purchase agreement.

10. TAXES. RADIANT shall be responsible for payment of all taxes and assessments levied against property, inventory or equipment owned by RADIANT and located on the Leased Premises.

11. INSURANCE. RADIANT agrees to procure and maintain a comprehensive liability insurance policy covering bodily injury and property damage in an amount not less than One Million Dollars ($1,000,000) per person and Two Million Dollars ($2,000,000) per occurrence, with CITY named as an additional loss payee/insured. RADIANT shall also maintain workers' compensation insurance for its employees and agents as required by Kansas law. RADIANT acknowledges and agrees that it, its agents, or employees are not employees of CITY. RADIANT shall provide proof of required insurance to CITY, if requested, RADIANT shall immediately notify CITY of any cancellation of required insurance and RADIANT shall require its insurance carriers to mail notices of cancellation to CITY.

12. CASUALTY INSURANCE. CITY shall not insure any property owned by RADIANT, and RADIANT shall not be a loss payee on any insurance policy maintained by CITY. RADIANT shall be responsible for insuring its property, inventory or equipment located on the Leased Premises.

13. INDEMNIFICATION. RADIANT shall at all times indemnify, defend and hold CITY harmless from all loss, liability, costs, judgment, damages and expenses that may occur or be claimed with respect to any person or persons, or property on or about the Leased Premises resulting from any act done or omission by or through RADIANT, its agents, employees, guests, or invitees in or at the Leased Premises by reason of RADIANT's use or occupancy of the Leased Premises.

14. LIENS AND ENCUMBRANCES. RADIANT agrees at all times to keep the Leased Premises free from liens and encumbrances of whatever kind or nature arising from, or predicated upon, materials furnished or work or labor performed upon the Leased Premises, at RADIANT's request or by RADIANT's authority, except to the extent authorized or consented to by CITY.

15. RIGHT TO INSPECT. CITY hereby reserves, and RADIANT hereby accords to CITY, the right, personally or through any representative of CITY's choice, to enter upon and to inspect the Leased Premises, at any and all reasonable times, for the purpose of inspecting the Leased Premises.

16. SURRENDER AND TERMINATION. Upon expiration of this Agreement for any reason, whether by reason of expiration of the term hereof or cancellation for default or otherwise, RADIANT shall, and hereby covenants and agrees to peacefully surrender and deliver up possession of the Leased Premises to CITY.

17. DEFAULT. This Agreement is made upon the express condition that if RADIANT fails or neglects to perform or observe any of RADIANT's obligations hereunder and such failure and neglect shall continue for thirty (30) days after written notice to RADIANT from CITY, CITY at any time thereafter, by written notice to RADIANT, may lawfully declare the termination of this Agreement and re-enter the Leased Premises or any part thereof. CITY shall have the right to remove, at RADIANT's expense, any of RADIANT's property left remaining in or upon the Leased Premises. CITY shall have the right to pursue all available remedies allowed by law, should RADIANT be in default.

18. ASSIGNMENT OR SUBLEASE. RADIANT shall not assign, sublet, or transfer this Agreement or any rights granted to RADIANT herein, nor shall RADIANT sell or convey this Agreement or any right herein, without the prior written consent of CITY. CITY shall not assign, sublet, or transfer this Agreement or any rights granted to CITY herein, nor shall CITY sell or convey this Agreement or any right herein, without the prior written consent of RADIANT.

19. SIGNS. RADIANT shall have the right to install signs on the Leased Premises. All signs and displays must conform to applicable ordinances, rules or regulations of CITY.

20. ENVIRONMENTAL LAWS. RADIANT shall be responsible for the cleanup of all spills of fuel, chemicals, and hazardous materials caused by the acts or negligence of its employees or others. All such spills shall be reported immediately to CITY. All cleanups shall be conducted in accordance with applicable state and federal laws, rules and regulations, at the sole and exclusive expense of RADIANT. RADIANT shall follow all applicable state and federal environmental laws, rules, and regulations. RADIANT agrees to indemnify CITY for any and all damages related to environmental hazards caused by the acts or negligence of RADIANT, its employees, or others.

21. TERMINATION. Either party may terminate this Agreement, for breach of any term of this Agreement, by giving twelve (12) months written notice to the other party. The other party shall have thirty (30) days to cure the default, if it is not cured within that time this Agreement shall be terminated. Either

party may terminate this Agreement, for any reason, at the end of the first five-year term by giving twelve (12) months' notice before the end of the first five-year term. Once the first five-year term has passed either party may give notice to terminate at anytime with one year's notice.

22. GENERAL COVENANTS.

(a) All notices required or which may be given hereunder shall be considered as properly given if delivered in writing, personally, or sent via email, telefax, next-day delivery service, or mailed by registered or certified mail, postage prepaid to the parties at the following addresses:

1) If to City:
Matthew C. Allen
City Manager
P.O. Box 998
301 North Eighth Street
Garden City, Kansas 67846
Facsimile: (620) 276-1169
Email: matt.allen@gardencityks.us

and

Jennifer V. Cunningham, City Attorney
Doering, Grisell & Cunningham, P.A.
312 N. 8th Street, Suite A
Garden City, Kansas 67846
Facsimile: (620) 275-5076
Email: jenniferc@dgcpa.law

2) If to RADIANT:
Radiant Power Solutions LLC
Attn: Shreyash Milak
4601 E. Douglas Avenue, Suite 150
Wichita, Kansas 67218
Telephone: (443) 944-4408
Email: yash@valuehash.com

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

(b) This instrument incorporates all of the obligations, agreements and understandings of the parties hereto, and there are no oral agreements or understandings between the parties hereto concerning the Leased Premises covered by this Agreement.

(c) This Agreement may be amended, changed, or modified, only upon the written consent of all the parties.

(d) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective personal representatives and permitted assigns.

(e) This Agreement shall be construed in accordance with the laws of the State of Kansas.

(f) The headings of the paragraphs of this Agreement are for convenience of reference only and shall; not be considered a part of or affect the construction or interpretation of any provisions of this Agreement.

(g) In the event any provision of this Agreement shall be invalid under applicable laws, such invalid provision 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 by affected thereby.

IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first above written, in multi-part, each of which shall constitute an original.

CITY OF GARDEN CITY, KANSAS

_____ By _____
Date ROY CESSNA, Mayor

ATTEST:

_____
Celyn N. Hurtado, City Clerk

STATE OF KANSAS)
) ss.
COUNTY OF FINNEY)

THIS INSTRUMENT was acknowledged before me on the ____ day of _____, 2025 by ROY CESSNA and CELYN N. HURTADO, as Mayor and City Clerk, respectively, of the CITY OF GARDEN CITY, KANSAS, a Kansas municipal corporation.

Signature: _____
[Notary Public]

Name: _____
[Printed or Typed]
My Appointment Expires: _____

RADIANT POWER SOLUTIONS LLC

By: _____
SHREYASH MILAK, _____

By: _____
SHRENUJ MILAK, _____

STATE OF _____)
) ss.
COUNTY OF _____)

THIS INSTRUMENT was acknowledged before me on the ____ day of _____, 2025 by SHREYASH MILAK, as _____ of Radiant Power Solutions LLC, a domestic limited liability company.

Signature: _____
[Notary Public]

Name: _____
[Printed or Typed]
My Appointment Expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

THIS INSTRUMENT was acknowledged before me on the ____ day of _____, 2025 by SHRENUJ MILAK, as _____ of Radiant Power Solutions LLC, a domestic limited liability company.

Signature: _____
[Notary Public]

Name: _____
[Printed or Typed]
My Appointment Expires: _____

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Mike Muirhead, Director of Public Works and Utilities
DATE: February 4, 2025
RE: Enterprise Fleet Equity Lease

ISSUE:

The Governing Body is asked to consider and approve leasing 18 vehicles through the Enterprise Fleet Management Program.

BACKGROUND:

On November 19, 2024, the Governing Body considered and approved a master services agreement with Enterprise Fleet Management Group (Enterprise) to explore the possibilities of replacing a portion of City vehicles by leasing them through Enterprise. City staff identified 18 vehicles to experiment with the leasing program. The length of 4 of vehicles is for 3 years, while the remaining 14 vehicles are for 5 years. The vehicles can be paid off at any time with no penalty. The Street Department has 2-4x4 pickups, and the Parks and Recreation Department has 3-4x4 pickup trucks, the Wastewater Department has 2-4x4 pickup trucks, the Fire Department has 3-4x4 crew cab pickup trucks, the Police Department has 1-4x4 double cab pickup, 4-4x4 Tahoe's and 1 all-wheel drive Traverse. There is also one front wheel drive Trax vehicle for Administration and 1- 4x4 super cab in the Fleet Department. All of these vehicles have a trade-in unit that varies in age from a 2000 to 2017 model year with mileage ranging from 35,000 to 118,000 miles. The estimated trade-in value of the units being traded in is $162,500.00, and the annual lease payment for all 18 vehicles is $192,782.00. The vehicles will be replaced in 2025 with the monthly lease payments starting on each vehicle when it was replaced. It is estimated that if the 18 vehicles were purchased outright and an average estimate of $45,000.00 was used, it would require an $810,000.00 one-time payment. All 18 vehicles come with a maintenance program that Enterprise will ensure is being followed, and the City will continue to have the vehicles insured by its insurance agency. Should any of the vehicles be in an accident and totaled, the payment from insurance would go to paying off the remainder of the lease. Enterprise will also provide an ongoing analysis to the City including the most cost-effective vehicle makes and models, cents cost per mile, total cost of ownership, and replacement analysis in an overall lifecycle cost analysis. If approved today, the vehicles would be ordered and received in 2025.

ALTERNATIVES:

1. The Governing Body approve leasing the 18 vehicles as identified in the body of this memo.
2. The Governing Body does not approve the leasing.

RECOMMENDATION:

Staff recommends that the Governing Body approve the leasing of 18 vehicles as identified in the body of this memo.

FISCAL NOTE:

The total replacement cost of these 18 vehicles is $192,782.00, with an estimated trade-in value of 162,500.00, the balance of the cost for the 2025 budget year is $30,282.00. This amount will be allocated to the applicable departments within the General Fund and Enterprise Funds and included in the Revised 2025 Budget. Apart from Wastewater, no funds were originally allocated for the replacement of these vehicles in the Original 2025 Budget.

For the ongoing annual cost annual cost of $192,782.00 a breakdown of Department's cost is: Fire Department will be $37,904.00, Police Department will be $75,311.00, Street Department $17,612.00, Parks $8,806.00, Cemetery $8,806.00, Recreation $8,806.00, Administration $5,304.00, Wastewater $17,612.00, Fleet $12,624.00. Unless the City changes or cancels the lease agreement these amounts will be included in the 2026-2029 budgets.

ATTACHMENTS:

EFM Fleet Synopsis - Garden City, KS
Budget
Vehicles

FLEET MANAGEMENT

PREPARED FOR:

City of Garden City, KS

Ken Olsen	314-825-2208	Kenneth.P.Olsen@efleets.com
FLEET CONSULTANT	PHONE	EMAIL



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Executive Summary

Enterprise Fleet Management is a privately held, full-service fleet management business for government agencies and other organizations operating medium-sized fleets of 20 or more vehicles. Enterprise Fleet Management is an affiliate of Enterprise Holdings and owned by the Taylor family of St. Louis.

With more than 50 fully staffed offices in the U.S. and Canada, the local Enterprise Fleet Management teams of experts assemble customized fleet management programs that are just right for our clients. Our expertise covers the full spectrum of a vehicle's lifecycle, including acquisition, registration, maintenance, use reporting, fuel card programs, and remarketing, as well as fleet analysis and optimization. And with more than 630,000 fleet vehicles managed across North America, Enterprise supplies a vast variety of makes and models for all vehicle categories, from cars to light and medium-duty trucks, service vehicles, and emergency response police units.

The City of Garden City will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs. Your Account Team is located in the Wichita area so we can quickly arrive in-person to address any of your needs. Your Client Strategy Manager, Justin Harper, will meet with the City 4 times per year at a minimum to discuss strategy, budget preparation, and operational excellence.

Enterprise Fleet Management uses a combination of online tools, technologies, and automated processes to give our clients complete oversight of their fleet, lower overall costs, and provide convenience for drivers and administrators. These resources complement our local account management teams and allow us to supplement local support with self-service capabilities.

Enterprise is prepared to assist in all aspects of the City of Garden City's fleet management structure. We have already designed a financial model that will guide your Account Team from the start. Enterprise will work with department heads to ensure we have the vehicles built and spec'd exactly as needed, we will have all aftermarket equipment confirmed, and the timeframe that the vehicles are needed to be delivered. Logistically, the new vehicles will be delivered to a local dealership, then to an aftermarket vendor if necessary for equipment upfit, after delivery Enterprise will then pick up the aged city units and sell them on the city's behalf.

Enterprise has built a financial model designed around Garden City's fleet. Given the strong government acquisition power, low mileage patterns, and the Enterprise resale abilities, this financial model will allow the City to operate a newer, more efficient fleet at a lower budget and overall cost of ownership. This will also reduce the operational fuel and maintenance expenses, along with lowering the carbon footprint.

enterprise FLEET MANAGEMENT

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FLEET ANALYSIS | City of Garden City

City

#	Year	Make	Model	Trim Level	Year 1 Qty	Term	Annual Mileage	Monthly Cost (Lease Rate)*	Annual Cost	Annual Cost by ...	Quote #	AME #
1	2025	GMC	Sierra 1500	Pro 4x4 Double Cab 6.6' Box	7	60	7500	$734	$8,806	$61,639	8499630	N/A
6	2025	Chevrolet	Trax	LS FWD	1	36	7500	$442	$5,304	$5,304	8499679	N/A
7	2025	Ford	F-350 Chassis	XL 4x4 SD Super Cab 168" WB	1	60	7500	$1,052	$12,624	$12,624	8577964	TBD - Service Body

$79,567

Fire

#	Year	Make	Model	Trim Level	Year 1 Qty	Term	Annual Mileage	Monthly Cost (Lease Rate)*	Annual Cost	Annual Cost by ...	Quote #	AME #
5	2025	Chevrolet	Silverado 2500HD	WT 4x4 Crew Cab 6.75' Box	3	36	10000	$1,053	$12,635	$37,904	8499678	N/A

$37,904

Police

#	Year	Make	Model	Trim Level	Year 1 Qty	Term	Annual Mileage	Monthly Cost (Lease Rate)*	Annual Cost	Annual Cost by ...	Quote #	AME #
2	2025	GMC	Sierra 1500	Pro 4x4 Double Cab 6.6' Box	1	60	15000	$767	$9,203	$9,203	8499652	N/A
3	2025	Chevrolet	Tahoe	LT 4x4	4	60	10000	$1,186	$14,232	$56,928	8499652	N/A
4	2025	Chevrolet	Traverse	LT AWD	1	60	15000	$765	$9,181	$9,181	8499681	N/A

$75,311

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CASE STUDY | City of Garden City

CASE STUDY | CITY OF LENEXA

enterprise FLEET MANAGEMENT

The City of Lenexa see big savings with new fleet vehicles.



BACKGROUND

Location: Lenexa, KS
Industry: Government
Total vehicles: 72 vehicles

THE CHALLENGE

The City of Lexena was holding onto vehicles for 10 years and would only replace the vehicles if maintenance costs became too high or they were inoperable. As issues would arise, city managers would rush to get the vehicle fixed, find funds to cover the repair and make sure the employee was able to do his or her job. The process of maintaining an aged fleet with high and unpredictable maintenance costs became a grueling task for The City to manage.

THE SOLUTION

Enterprise Fleet Management presented the City of Lenexa with a proactive fleet management program. The solution would replace most of the light-duty vehicles within the first year of partnering with Enterprise, which would provide the city with a newer, more reliable fleet.

"We were skeptical at first because the numbers looked too good to be true. Once we made the choice to work with Enterprise Fleet Management, it was exciting to have a new fleet of vehicles for our employees. When we saw savings over 22% on fuel costs, just by switching to newer vehicles, that alone was worth the change."

– Nick Arena, Asst. Municipal Services Director

By replacing 45 light-duty vehicles in the first year, The City realized immediate operational savings. Enterprise Fleet Management helped acquire vehicles with volume incentives to lower the initial order and reduce the total cost of ownership for the City of Lenexa.

THE RESULTS

The City now offers its employees vehicles that have up-to-date safety features and with overall improved reliability. This has helped improve the satisfaction of the workforce. The partnership has also helped The City standardize its fleet and utilize the best vehicles based on the equipment needed for the job. The program offers flexibility to replace units more frequently, in shorter cycles so it will continue to experience overall savings. With a newer fleet of vehicles, The City of Lenexa experienced a 22% decrease in fuel costs and a 70% decrease in unplanned maintenance expenses. Additionally, the new fleet strategy allows city employees to focus solely on their core responsibilities instead of vehicle maintenance issues.

To learn more, visit efleets.com or call 877-23-FLEET.

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Key Results

22% SAVINGS IN FUEL COSTS

REDUCED MAINTENANCE SPEND BY 70%

6% TOTAL SAVINGS WITH FLEET AGE LESS THAN 5 YEARS

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PROGRAM RESOURCES | City of Garden City

SAFETY

- The average age of the fleet is 13 years and the vehicles do not contain the most up to date safety features, such as electronic stability control and airbag standardization and anti-lock brake control.

ACCOUNT MANAGEMENT

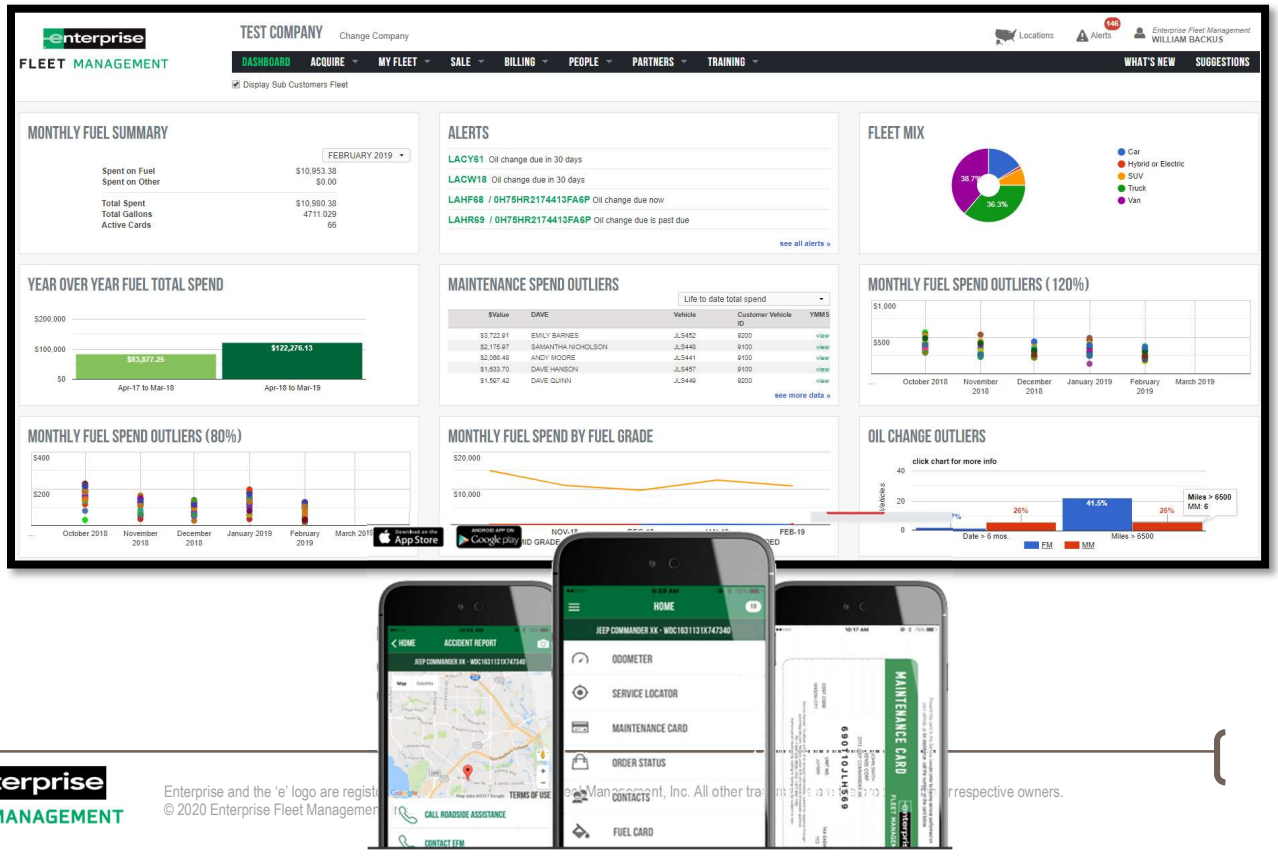
Garden City will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs.

- Your dedicated Client Strategy Manager meets with you 4 times at a minimum per year for both financial and strategic planning.
- Your Client Strategy Manager will provide on-going analysis – this will include most cost-effective vehicle makes/models, cents per mile, total cost of ownership, and fleet replacement analysis.

TECHNOLOGY

Enterprise Fleet Management's website provides vehicle tracking, reporting, and metrics. Our website can be customized to view a wide range of data so that you may have a comprehensive and detailed look at all aspects of your fleet and the services provided. Our Mobile App gives drivers all of the convenience and functionality they need.

- **Consolidated Invoices** - Includes lease, maintenance, and any additional ancillaries
- **Maintenance Utilization** - Review the life-to-date maintenance per vehicle
- **Recall Information** - See which units have open recalls
- **License & Registration** - See which plate renewals are being processed by Enterprise and view status
- **Alerts** - Set customizable alerts for oil changes, lease renewals, license renewals, and billing data
- **Lifecycle Analysis** - See data regarding all transactions for the lifecycle of the entire fleet, with drill-down capability to any specific lease or transaction



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REFERENCES | City of Garden City

LOCAL CURRENT PARTNERS

- **Unified Government of WYCO/KCK**
- **City of Prairie Village, KS**
- **City of Lenexa, KS**
- **City of Hays, KS**
- **City of Valley Center, KS**
- **City of Hillsboro, KS**
- **Cherokee County, KS**
- **City of Pittsburg, KS**
- **City of Derby, KS**
- **City of Andover, KS**
- **City of Emporia, KS**
- **City of Salina, KS**
- **City of Liberal, KS**
- **City of Wellington, KS**
- **City of Lyons, KS**
- **Ellis County, KS**

REFERENCES:

Below is a list of three client references including company name, contact person, and telephone number.

1. City: **City of Salina, KS**

Business Phone #: (785) 309-5700

Contact Person: Jacob Wood, Deputy City Manager

2. City: **City of Prairie Village, KS**

Business Phone #: (913) 477-7880

Contact Person: James Carney, Superintendent

3. City: **City of Liberal, KS**

Business Phone #: (620) 626-2270

Contact Person: Scarlette Diseker, City Administrator

COOPERATIVES:

SOURCEWELL Purchasing Cooperative

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City

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6	2025	Chevrolet	Trax	LS FWD	1	36	7500	$442	$5,304	**$5,304**	**8499679**	**N/A**
7	2025	Ford	F-350 Chassis	XL 4x4 SD Super Cab 168" WB	1	60	7500	$1,052	$12,624	**$12,624**	**8577964**	**TBD - Service Body**

$79,567

Fire

#	Year	Make	Model	Trim Level	Year 1 Qty	Term	Annual Mileage	Monthly Cost (Lease Rate)*	Annual Cost	Annual Cost by Qty	Quote #	AME #
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$37,904

Police

#	Year	Make	Model	Trim Level	Year 1 Qty	Term	Annual Mileage	Monthly Cost (Lease Rate)*	Annual Cost	Annual Cost by Qty	Quote #	AME #
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3	2025	Chevrolet	Tahoe	LT 4x4	4	60	10000	$1,186	$14,232	**$56,928**	**8499652**	**N/A**
4	2025	Chevrolet	Traverse	LT AWD	1	60	15000	$765	$9,181	**$9,181**	**8499681**	**N/A**

$75,311

VEH #	ID#	DEPARTMENT	YEAR	MAKE	MODEL	SERIES	VIN	EST ANNUAL MILEAGE	ODOMETER	AUCTION VALUE TODAY	Deparment	EFM #	Round 1 Orders	Year	Make	Model	Series	Cab	Bed Length	Color	Vendor	Aftermarket Equipment
27PLB4	ST-36	City	2012	Ford	F-150	XL 4x2 Regular Cab Styleside 6.5 ft. box 126 in. WB	1FTNF1CFXCKD83125	7,330	89,180	$4,000	City	1	X	2025	GMC	Sierra 1500	Pro	Double	6.6	White		n/a
27PL9B	REC-08	City	2005	Ford	F-150	XL 4x2 Regular Cab Styleside 6.5 ft. box 126 in. WB	1FTRF12W75NB63638	5,510	106,073	$3,000	City	1	X	2025	GMC	Sierra 1500	Pro	Double	6.6	White		n/a
27PL8G	WW-1488	City	2005	Ford	F-150	XL 4x4 Regular Cab Styleside 6.5 ft. box 126 in. WB	1FTRF14W25NB40328	10,349	199,210	$1,000	City	1	X	2025	GMC	Sierra 1500	Pro	Double	6.6	White		n/a
27PLBT	CEM-04	City	2007	Ford	F-150	XL 4x4 Regular Cab Styleside 6.5 ft. box 126 in. WB	1FTRF14W47KC61379	4,197	72,392	$4,500	City	1	X	2025	GMC	Sierra 1500	Pro	Double	6.6	White		n/a
27PL8T	P-16	City	2000	Ford	F-150	Work Series 4x4 Regular Cab Styleside 6.6 ft. box 120.2 in. WB	1FTZF1828YNB43178	4,876	118,649	$1,500	City	1	X	2025	GMC	Sierra 1500	Pro	Double	6.6	White		n/a
x	WW-1487	City	2012	GMC	Canyon	PU	1GTC5MF92C8150435	7,397	90,000	$5,000	City	1	X	2025	GMC	Sierra 1500	Pro	Double	6.6	White		n/a
27PLC7	ST-50	City	2015	RAM	1500	Tradesman 4x4 Regular Cab 8 ft. box 140 in. WB	3C6JR7DT3FG676736	6,883	63,098	$12,000	City	1	X	2025	GMC	Sierra 1500	Pro	Double	6.6	White		n/a
27PLCF	PD-1056	Police	2017	RAM	1500	Tradesman/Express 4x2 Quad Cab 6.3 ft. box 140 in. WB	1C6RR6FG2HS622191	8,502	60,219	$14,500	Police	2	X	2025	GMC	Sierra 1500	Pro	Double	6.6	Black	Open	Dog Kennel/4 corners
x	PD-1038	Police	2015	Chevrolet	Tahoe	Police Vehicle 4x4	1GNSK2KC1FR693503	3,590	32,312	$14,500	Police	3	X	2025	Chevrolet	Tahoe	Civilian			Gray		JR - Admin Package
x	PD-1047	Police	2015	Chevrolet	Tahoe	Police Vehicle 4x4	1GNSK2KC9FR693166	6,788	61,092	$13,000	Police	3	X	2025	Chevrolet	Tahoe	Civilian			Gray		JR - Admin Package
x	PD-1018	Police	2015	Chevrolet	Tahoe	Police Vehicle 4x4	1GNSK2KC9FR695824	6,029	54,259	$13,500	Police	3	X	2025	Chevrolet	Tahoe	Civilian			Black		JR - Admin Package
x	PD-1037	Police	2015	Chevrolet	Tahoe	Police Vehicle 4x4	1GNSK2KCXFR693788	5,796	52,161	$13,500	Police	3	X	2025	Chevrolet	Tahoe	Civilian			Black		JR - Admin Package
27PL92	PD-1098	Police	2017	Ford	Explorer	XLT 4dr 4x4	1FM5K8D89HGB92967	15,626	110,685	$12,000	Police	4	X	2025	Chevrolet	Traverse - Retail or Explorer	LS			Black		n/a
27PLG9	FIRE-601	Fire	2013	Ford	F-150	XL 4x4 SuperCrew Cab Styleside 5.5 ft. box 145 in. WB	1FTFW1EF1DKE52397	7,388	82,500	$12,000	Fire	5	X	2025	Ford/GMC	3/4 Ton		Crew	6.75	Red		n/a
27PLBJ	SQUAD-2	Fire	2013	Ford	F-150	XL 4x4 SuperCrew Cab Styleside 5.5 ft. box 145 in. WB	1FTFW1EF3DKE52398	7,434	83,016	$12,000	Fire	5	X	2025	Ford/GMC	3/4 Ton		Crew	6.75	Red		n/a
27PLBR	COMMAND-1	Fire	2009	Ford	F-150 SuperCrew	XL 4x4 Styleside 5.5 ft. box 145 in. WB	1FTPW14V49KB49389	5,129	78,211	$8,500	Fire	5	X	2025	Ford/GMC	3/4 Ton		Crew	6.75	Red		n/a
x	ADM-002	City	2010	Kia	Soul	Plus PU	KNDJT2A23A70300612	7,412	105,000	$4,000	TBD	6	X	2025	Chevrolet	Trax	LS FWD			White		
SW-027	SW-027	Fleet	2011	Ford	F-550	Service Body	1FDUF5GT1BEA37508	5,421	75,900	$14,000		7	X	2025	Ford	F-350 Chassis	XL	Super	168"	White	TBD	Service Body

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Jon Irsik, Fire Chief
DATE: February 4, 2025
RE: Safe Haven Baby Box

ISSUE:
The Governing Body is asked to consider and approve authorizing the Mayor to sign a lease and service agreement between Safe Haven Baby Boxes, Inc. and the City of Garden City.

BACKGROUND:
The Garden City Fire Department (GCFD) began exploring the idea of a Safe Haven Baby Box last year after two Garden City Community College students presented the idea to the Governing Body at a Town Hall meeting. The presentation highlighted the benefits of these boxes as a safe, anonymous way for parents in distress to surrender infants, ensuring their safety and well-being.

As a result, GCFD staff have been working with The Architects, Crossland Construction, and Safe Haven Baby Boxes, Inc. to determine the feasibility of implementation at Station No. 3. A location at Station No. 3 has been identified should the Governing Body authorize the Mayor to sign the proposed agreement. This would be the second Safe Haven Baby Box within the state of Kansas.

Safe Haven Baby Boxes, Inc. will provide education to both the public and emergency services personnel related to use of the baby box as well as provide annual inspections/maintenance. The City would be responsible for keeping the Safe Haven Baby Box is good working order, maintaining alarm monitoring services and providing immediate notice of any malfunctions.

The term of the agreement is for 5 years with the ability to renew in 5 year increments upon mutual agreement between both parties. The upfront cost of the Safe Haven Baby Box is $15,500. If the agreement is renewed, there is a $500 renewal fee.

Installing a Safe Haven Baby Box at Station 3 presents an opportunity for GCFD to enhance its service to the community and support vulnerable individuals.

ALTERNATIVES:
1. The Governing Body may authorize the Mayor to sign a lease and service agreement between Safe Haven Baby Boxes, Inc. and the City of Garden City.
2. The Governing Body may not authorize the Mayor to sign a lease and service agreement between Safe Haven Baby Boxes, Inc. and the City of Garden City and provide further guidance.

RECOMMENDATION:
Staff recommends the Governing Body authorize the Mayor to sign a lease and service agreement

between Safe Haven Baby Boxes, Inc. and the City of Garden City.

FISCAL NOTE:

If approved, the cost of installation of the Baby Box will be included in the budget for the third fire station and will be paid for with the collections of the .30 County Sales Tax collections.

ATTACHMENTS:

Safe Haven Baby Box Final Lease Agreement
Safe Haven Baby Box Location Drawings

LEASE AND SERVICE AGREEMENT

THIS LEASE AND SERVICE AGREEMENT ("Agreement") is made and entered into effect as of February 4, 2025 ("Effective Date") by and between **Safe Haven Baby Boxes, Inc.**, an Indiana nonprofit corporation, ("SHBB") and the **City of Garden City, Kansas**, a Kansas municipal corporation ("Provider").

RECITALS

WHEREAS, SHBB is a nonprofit educational organization that provides information and services related to child welfare, safe haven laws, initiation and implementation of newborn safety devices ("Safety Device") (as that term is defined under Indiana law), and awareness related to preventing child abandonment, and

WHEREAS, K.S.A. § 38-2282, *et al* (the "Safe Haven Laws"), provides certain protections to local fire departments that install a newborn safety device (the "Safety Device"); and

WHEREAS, Provider desires to install a Safety Device on Provider's premises 3535 Schulmann Avenue, Garden City, Kansas ("Premises") pursuant to the Safe Haven Laws; and

WHEREAS, SHBB is agreeable to placing a Safety Device to the Provider's premises and undertaking certain services in relation thereto; and

WHEREAS, Provider has consulted its legal, financial and insurance related advisors and has confirmed that its location and operation is acceptable under the laws and regulations of its jurisdiction for the installation, use, placement, maintenance, and operation of a Safety Device.

NOW, THEREFORE, for and in consideration of the mutual terms and premises contained herein and for other good and valuable consideration, the parties agree to fully incorporate the foregoing Recitals as a substantive part of this Agreement by reference and further agree as follows:

Section 1. Installation. SHBB shall provide to Provider one (1) Safety Device for installation by Provider on the Premises. Delivery of the Safety Device shall be at the expense of the Provider. SHBB has the option at any time to oversee the installation of the Safety Device and advise as to installation on the appropriate placement to maximize awareness and implementation of its educational objectives as set forth in this Agreement. SHBB and Provider agree to cooperate with respect to the appropriate third-party contractors for the placement of the Safety Device and to ensure that such third-party has the appropriate skill and knowledge to install the Safety Device on the Premises. Provider agrees to pay for all installation costs and expenses for labor and/or materials. Provider is responsible for compliance with all applicable federal, state, and municipal or local laws, rules, and regulations and all laws, rules, and regulations pertaining to the use, operation, and maintenance of the Safety Device once installed and any and all installation and permitting

requirements for the installation of the Safety Device. Provider agrees to abide by the policies and procedures for installation as outlined in Exhibit **"A"** (the "Policies and Procedures") of this Agreement, which is hereby incorporated and made a substantive part of this Agreement by reference.

Section 2. Services by SHBB. SHBB shall provide annual services related to the performance of this Agreement. Such services shall include:

A. Providing educational materials to Provider and policies and procedures relating to the maintenance of the Safety Device to Provider;
B. Operating a toll-free phone number for the general public to utilize in emergency situations involving abandoned children or issues related thereto;
C. Educating emergency services personnel related to the use of the Safety Device;
D. Providing educational information to the general public regarding the location and awareness of the Safety Device at the Provider's facility as well as other educational resources related to child welfare advocacy and safe haven law awareness;
E. Provide at minimum annual inspection and maintenance on the Safety Device; and
F. Will exclusively repair or replace parts if/when the Safety Device is malfunctioning at expense of Provider as set forth under Section 4 of this Agreement and as otherwise provided in this Agreement (collectively the "Services").

Section 3. Lease and Service Term. The term of this Agreement shall be for five (5) years ("Term") and shall renew for successive five (5) year terms upon the mutual agreement of terms, fees, and conditions or unless terminated in accordance with Section 9, below or as otherwise agreed to by the parties.

Section 4. Consideration. In consideration for leasing the Safety Device and providing the Services described under Sections 1 and 2 above, Provider agrees to pay SHBB an initial fee of Fifteen Thousand Five Hundred and 00/100 Dollars ($15,500.00), unless otherwise agreed to by the Parties under Section 3 of this Agreement. Provider shall pay a renewal fee of Five Hundred and 00/100 Dollars ($500.00) for each successive Term under this Agreement, due within thirty (30) days of the start of each successive Term. Additionally, Provider shall pay an annual fee of Five Hundred and 00/100 Dollars ($500.00) and other associated expenses as determined from time to time by SHBB on January 1 of every year that this Agreement is in effect. The foregoing fees and expenses include, but are not limited to, the services and expenses listed in the Services, Fees, and Expenses Schedule attached hereto as Exhibit "**B**", which is hereby incorporated and made a substantive part of this Agreement by reference.

Section 5. Obligations of Provider. In addition to any and all other obligations of the Provider set forth herein, Provider agrees to follow all policies and procedures provided by SHBB which may change from time to time; however, SHBB shall provide thirty (30) days' notice to Provider prior to any changes taking effect. Such policies and procedures are included as Exhibit A to this Agreement and, by way of Provider's signature hereto, shall evidence Provider's acknowledgement and receipt of the Policies and Procedures. Provider agrees:

A. To maintain the Safety Device in good working order, the costs of which are to be borne by Provider;
B. To not change, add to, subtract from, alter, rebrand, or otherwise modify the Safety Device and accompanying signage as set forth in Exhibit A in any manner whatsoever without the prior written approval of SHBB.
C. To use best efforts to prevent any third parties from adding to, subtracting from, altering, rebranding, or otherwise modifying the Safety Device and accompanying materials/signage as set forth in Exhibit A in any manner whatsoever without prior written approval by SHBB.
D. To immediately notify SHBB of any modification to the Safety Device.
E. To accept complete liability for any and all unapproved modifications to the Safety Device and any and all unapproved modifications to accompanying parts of the Safety Device, including required signage/materials.
F. To accept complete liability for modifications to the Safety Device which are the result of its own actions, omissions, and/or failure to use best efforts to maintain the Safety Device in good working order or best efforts to prevent any modifications to the Safety Device by a third party.
G. Provider shall refer to the Safety Device as a "Safe Haven Baby Box".
H. Provider shall procure and maintain a twenty-four (24) hour alarm monitoring of the Safety Device at all times and shall confirm with SHBB that such service is acceptable.
I. That should alarm monitoring service be disconnected for any reason, Provider shall immediately notify SHBB and shall secure the Safety Device by locking its exterior door and removing all signage and materials related to its use and functionality.
J. That SHBB may, but is not required to, inspect the Safety Device at any time, including, but not limited to, to ensure that it is in good working order, to ensure proper branding and signage is being displayed, and to conduct tests related to its functionality and monitoring and alarm systems.
K. Provider agrees that it shall have the final determination for placement of the Safety Device on the Premises, provided, however, that the Safety Device shall not be placed in a location where the Safety Device is subject to or within the purview of any video or image capture recording device nor shall any video or image capture recording device at any time of any Term

of this Agreement be installed to cause the Safety Device to be within the purview or be subject to the video or image capture of any recording video or image capture recording device.

L. Provider agrees it shall not place or maintain a video recording device in a manner that could view or monitor the outdoor exterior of the Safety Device during the Term or any successive terms under this Agreement and its component parts.

M. **IT IS IMPERATIVE THAT ANY MALFUNCTION IDENTIFIED WITH RESPECT TO THE SAFETY DEVICE OR ANY DISCONNECTION IN THE SAFETY DEVICE MONITORING SYSTEM RESULT IN THE IMMEDIATE SECURING AND LOCKING OF THE SAFETY DEVICE SO THAT IT MAY NOT BE USED BY THE PUBLIC DURING THIS TIME PERIOD. FAILURE TO DO SO MAY RESULT IN A THREAT OF BODILY HARM OR DEATH TO AN INFANT PLACED IN THE SAFETY DEVICE DURING ANY PERIOD OF TIME IN WHICH THE SAFETY DEVICE IS MALFUNCTIONING OR NOT.**

Section 6. Representations and Warranties.

A. Representations & Warranties of Provider. Provider represents and warrants that the undersigned is a duly acting and authorized agent of Provider who is empowered to execute this Agreement with full authority of Provider. Further, Provider has undertaken a reasonable investigation into the laws and regulations governing the jurisdiction with which it intends to place the Safety Device and has confirmed that such placement and administration of the Safety Device does not violate any provision of any law, ordinance, governmental regulation, court order or other similar governmental controls.

B. Representations & Warranties of SHBB. SHBB represents and warrants that the undersigned is a duly acting and authorized agent of SHBB who is empowered to execute this Agreement with full authority of SHBB. Further, SHBB has full ownership of the Safety Device.

SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT A MEDICAL DEVICE AND HAS CONFIRMED SUCH WITH THE FOOD AND DRUG ADMINISTRATION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT INTENDED AS A CONSUMER PRODUCT AND THUS IS NOT REGISTERED WITH THE CONSUMER PRODUCT SAFETY COMMISSION. SHBB FURTHER REPRESENTS THAT THE SAFETY DEVICE IS NOT REGISTERED WITH THE FEDERAL TRADE COMMISSION AND/OR THE FEDERAL COMMUNICATIONS COMMISSION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT TESTED BY NATIONALLY RECOGNIZED TESTING LABORATORIES PROGRAM.

Section 7. Insurance. Provider agrees to procure and maintain in full force and effect at all times during the Term of this Agreement and any renewals thereof, at its own cost and expense, a policy or policies of comprehensive commercial general liability insurance on an occurrence basis, in the amount of $1,000,000 per occurrence/$2,000,000 aggregate and a $2,000,000 limit umbrella coverage related to the Safety Device's placement and operation in or about Provider's facility against all loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in upon or about the Safety Device during the Term of this Agreement and all extensions thereof. This insurance policy shall not be a separate policy solely because of this Agreement but, rather, will be part of the Provider's master general liability and umbrella policies. SHBB's liability as to the Safety Device in relation to the Provider under this Agreement is covered under Provider's master general liability and umbrella policies.

Section 8. Indemnification. Provider agrees to defend and indemnify, protect and hold harmless SHBB, its officers, directors, employees, volunteers, independent contractors, agents and all other persons and related entities thereof against any loss, claim at law or equity, cause of action, expenses, damages or any other liability (collectively, "Claim") arising in relation to and to the extent of the Provider's and its officers, directors, employees, volunteers, independent contractors, agents and all other persons and related entities thereof, negligence, gross negligence, willful or wanton misconduct, whether acts or omissions, in the installment, placement, removal, use, and maintenance of the Safety Device in, on, or about Provider's facility or Premises. SHBB agrees to tender notice to Provider at the contact information provided in Section 13 below within sixty (60) days of service of any lawsuit for any Claims contemplated by this section.

Section 9. Termination. Provider may terminate this Agreement upon sixty (60) days prior written notice from Provider to SHBB. SHBB may terminate this Agreement for any reason specified under Section 10, below. At the point of termination of this Agreement, Provider shall secure and lock the Safety Device and remove all signage provided by SHBB. Provider shall place new visible signage denoting that the Safety Device is not functional and that any person desiring to utilize the Safety Device should instead contact emergency services. If Provider removes the Safety Device, then it shall make arrangements with SHBB for its conveyance or retrieval to SHBB. SHBB shall not be obligated to remove the Safety Device; however, at any time after this Agreement has terminated, SHBB may, at its sole discretion, notify Provider that it intends to remove and recover the Safety Device. Under such circumstances, Provider agrees to cooperate with SHBB in the retrieval of the Safety Device, the expenses of which shall be borne by SHBB, so long as expenses do not exceed $500 and unless the termination of this Agreement was under Section 10, below, in which case the costs hereunder shall be borne by Provider.

Section 10. Remedies.

A. **Option to Cure.** Any uncured breach of this Agreement by Provider shall give SHBB the option of immediately terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense. If Provider is notified by SHBB that the Safety Device is not properly functional or lacks monitoring required by this Agreement, then SHBB may order the Safety Device secured and locked until further inspection. Provider shall have thirty (30) days to cure any lack of monitoring or improper functioning of the Safety Device, such time may be extended by any delay attributable to SHBB. If Provider does not cure any lack of monitoring or improper functioning of the Safety Device within the initial thirty (30) day period upon SHBB's review and report, Provider may have an additional thirty (30) days to cure any breach. If Provider fails to cure any breach of this Agreement after two attempts to cure as set forth above, SHBB may terminate this Agreement if it concludes in its sole discretion that Provider has not upheld its obligations under this Agreement. Any breach of this Agreement by Provider which has not been cured by Provider within thirty (30) days after notice received from SHBB shall give SHBB the option of terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense.

B. **Attorneys' fees.** Attorneys' fees, costs and expenses, shall be awarded to the prevailing party for any dispute relating to or arising from this Agreement.

Section 11. Ownership of Safety Device. Provider agrees and acknowledges that ownership of the Safety Device remains with SHBB and this Agreement is merely a services and lease agreement. Provider shall not sell or otherwise transfer the Safety Device during or after the term of this Agreement without the specific written consent of SHBB.

Section 12. Disclaimer of Warranties.

A. SHBB IS ONLY THE ASSEMBLER OF THE SAFETY DEVICE AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE SAFETY DEVICE. WITH RESPECT TO SAFETY DEVICE, PROVIDER ACCEPTS IT "AS IS." THE SAFETY DEVICE SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO PROVIDER BY THE SAFETY DEVICE MANUFACTURER AND/OR AVAILABLE BY THE SAFETY DEVICE'S COMPOSITE PARTS.

B. DUE DILLIGENCE BY PROVIDER. PROVIDER AGREES AND ACKNOWLEDGES THAT: IF PROVIDER HAS NOT INSPECTED DEVICE AND CHOOSES TO, PROVIDER AGREES AND ACKNOWLEDGES THAT PROVIDER HAS THIRTY (30) DAYS FROM THE AGREED UPON INSTALLATION DATE TO INSPECT THE SAFETY DEVICE AND ADVISE SHBB OF ANY OPERATIONAL DEFECTS, OTHERWISE ON THE THIRTY FIRST (31ST) DAY PROVIDER AGREES AND ACKNOWLEDGES THAT PROVIDER HAS WAIVED SAID OPPORTUNITY TO PERFORM ITS OWN DUE DILLIGENCE AS TO ANY APPARENT OR LATENT DEFECT(S) OR FAULT(S).

C. IN ALL CIRCUMSTANCES, PROVIDER AGREES AND ACKNOWLEDGES THAT PROVIDER ACCEPTS, TAKES, AND/OR OTHERWISE LEASES THE SAFTEY DEVICE CONTEMPLATED BY THIS AGREEMENT ON AN "AS-IS" AND "WITH ALL FAULTS" BASIS.

D. SHBB neither assumes nor authorizes any other person associated or related by legal right, corporate entity, governmental entity, or any other entity associated or related by legal right to assume for it, or any other liability in connection with the use, maintenance, operation, or installation of the Safety Device nor this lease of the Safety Device. There are no warranties which extend beyond the terms of this Agreement, unless otherwise stated or provided for herein or by law via preemption. These warranties shall not apply to the Safety Device or improvements, restoration, repair, servicing, remodel, modifications, and/or any other construction work on the Safety Device, related to the Safety Device, or any other part thereof which has been subject to accident, negligence, alteration, abuse or misuse. SHBB makes no warranty whatsoever with respect to accessories or parts not supplied by it.

Section 13. Miscellaneous.

A. Notice. Notice is effective when made in writing and sent to the parties' addresses or by email. Notice will be considered given as of the date of mailing.

SHBB Notice shall be given to:

Safe Haven Baby Boxes
Attn: Monica Kelsey
P.O. Box 185
Woodburn, Indiana 46797

Provider Notice shall be given to:

City of Garden City, Kansas
Matt Allen, City Manager
301 N. 8th Street
Garden City, Kansas 67846
Telephone: (620) 276-1163
Email: matt.allen@gardencityks.us

B. Assignability. This Agreement is binding and benefits the successors and assignees of the Provider, which includes any entity with which the Provider may merge or consolidate, or to which it may transfer substantially all of its assets or equity interests. Provider shall not transfer or assign this Agreement, however, without the specific written consent of SHBB, which consent shall not be unreasonably withheld.

C. Governing Law/Jurisdiction. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of Kansas and Kansas courts. Parties agree that any and all claims of any kind arising out of and relating to this Agreement if brought in a Court shall be brought in a court in the State of Kansas, United States of America. Each party agrees and acknowledges that any term not defined herein shall be construed to have its every-day, contextual meaning as defined in the latest editions of the Merriam Webster Dictionary, and if a legal term, Black's Law Dictionary; and should any term, condition, or provision of this Agreement be deemed vague, ambiguous, or confusing, it shall not be construed in favor of either Party.

D. Integration. This Agreement along with the attached exhibits is the final written expression of the Parties' agreement with respect to such terms included and may not be contradicted by evidence of any prior agreement.

E. No Oral Modification. No change, modification, extension, termination, or waiver of this Agreement, or any of the provisions contained, will be valid unless made in writing and signed by duly authorized representatives of the Parties.

F. Waivers. No waiver of any of the provisions of this Agreement shall be valid and enforceable unless such waiver is in writing and signed by the Parties to be charged, and, unless otherwise stated, no such waiver shall constitute a waiver of any other provision or a continuing waiver.

G. Severability. In the event that one or more of the provisions of this Agreement shall become invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained shall not be affected as a whole.

H. Time of the Essence. The Parties expressly recognize that in the performance of their respective obligations under this Agreement and that each Party is relying on timely performance by the other Party and will schedule operations and incur obligations to third parties in reliance upon timely performances by the other Party.

IN WITNESS WHEREOF, by signing this Agreement the Parties have unequivocally agreed to all of the Terms and Conditions and respective obligations, along with any and all additional terms and conditions contained in documents incorporated into this Agreement herein. FURTHERMORE, Parties cause this Agreement to be executed and effective on the Effective Date set forth herein.

"SHBB"

By:_____
Monica Kelsey, Founder / CEO
Safe Haven Baby Boxes, Inc.

[*Provider signature(s) to follow]*

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

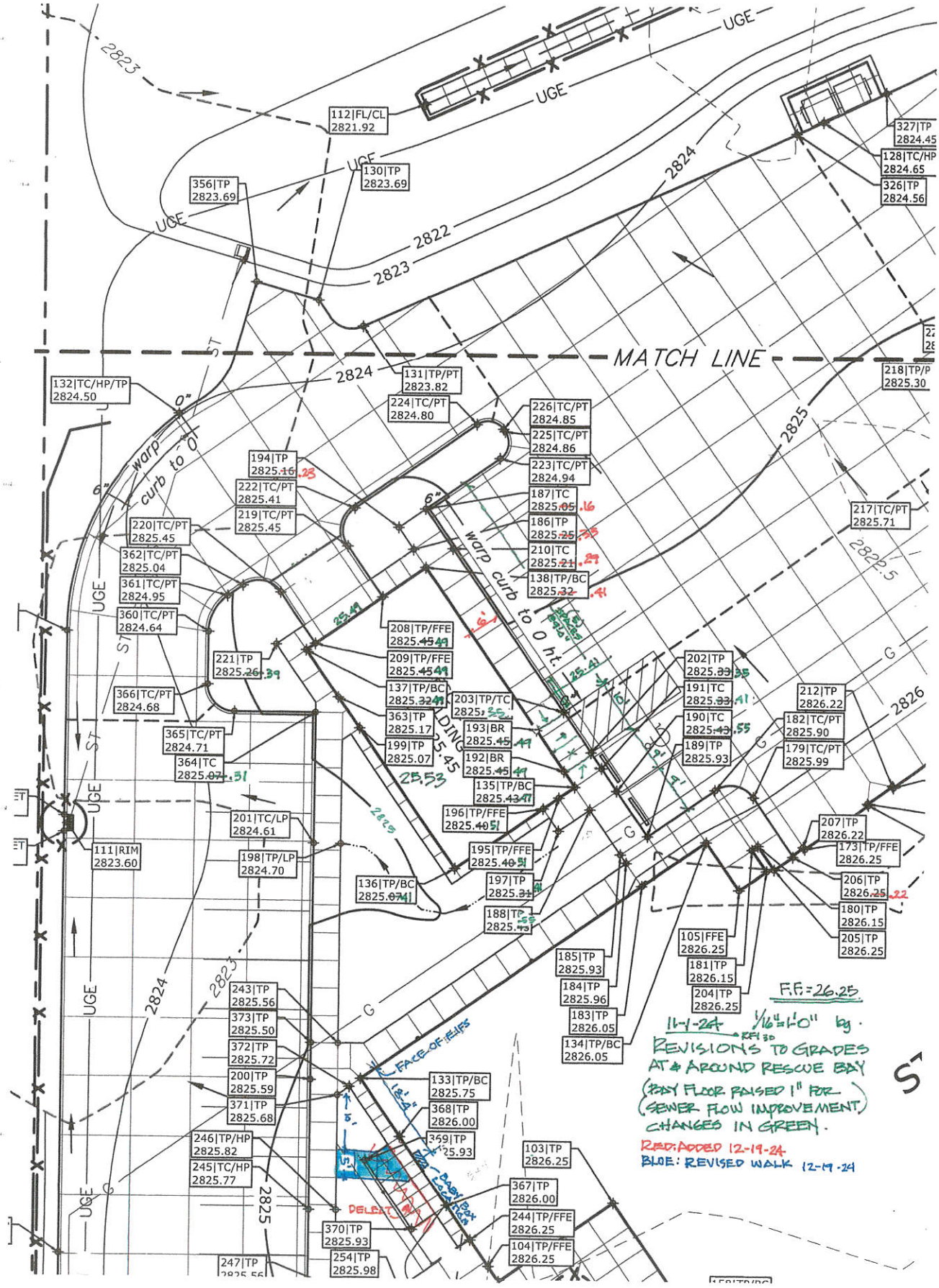
"PROVIDER"

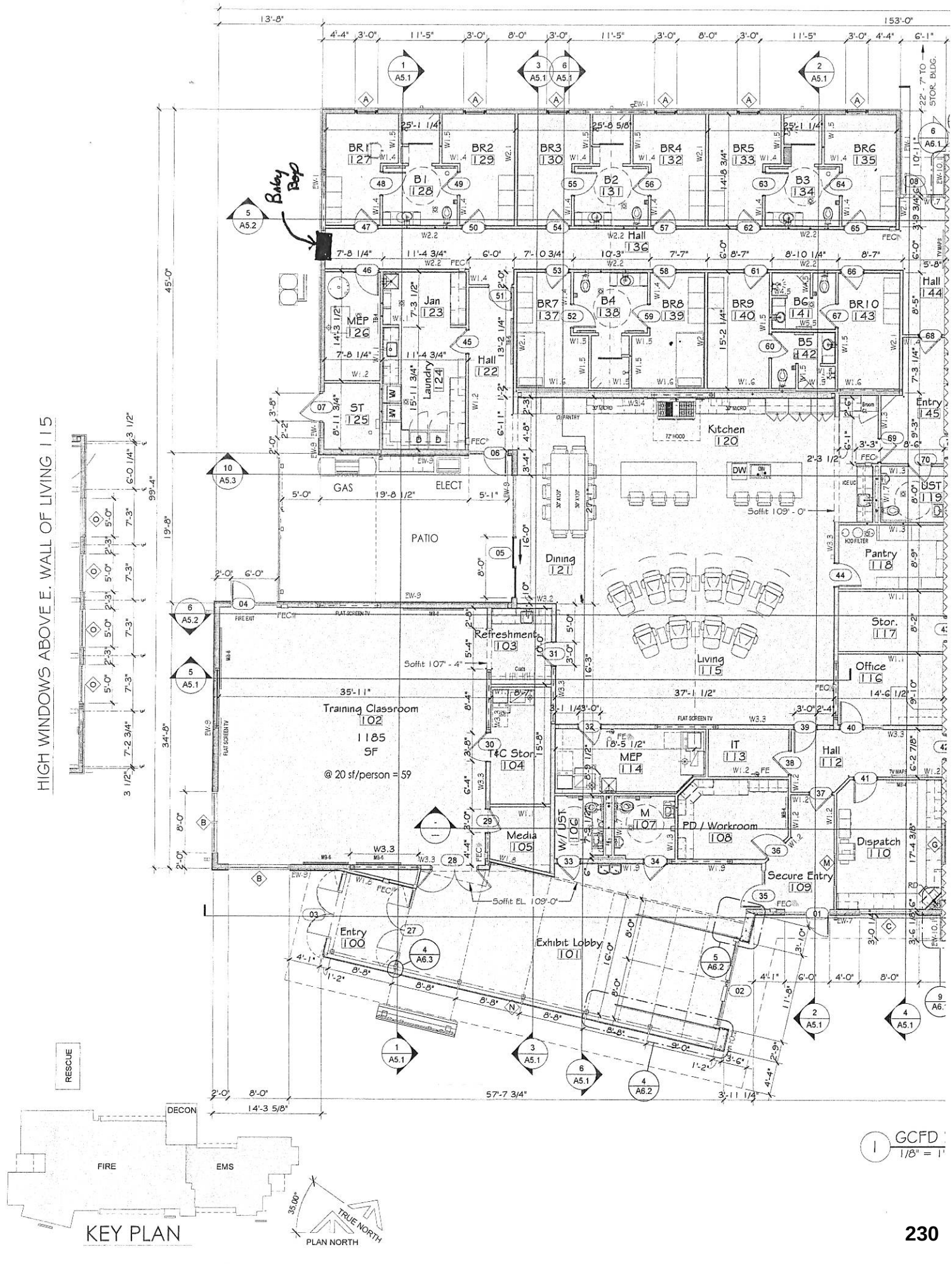
By:_____
Roy Cessna, Mayor
City of Garden City, Kansas

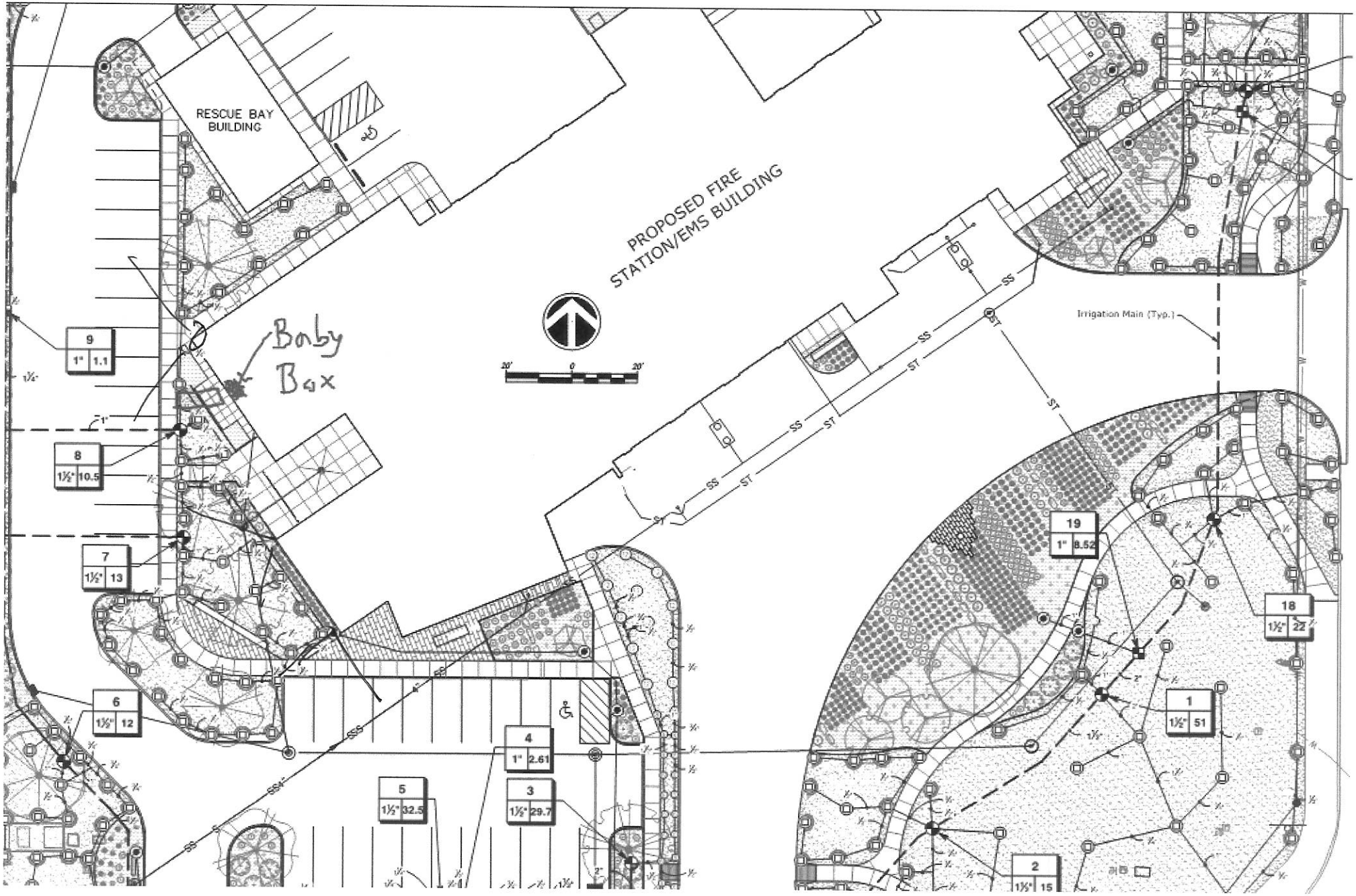
ATTEST:

_____
Celyn N. Hurtado, City Clerk

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK


MATCH LINE
2823
2824
2825
2822
2822.5
2826
UGE
ST
G
112|FL/CL 2821.92
130|TP 2823.69
356|TP 2823.69
327|TP 2824.45
128|TC/HP 2824.65
326|TP 2824.56
132|TC/HP/TP 2824.50
131|TP/PT 2823.82
224|TC/PT 2824.80
226|TC/PT 2824.85
225|TC/PT 2824.86
223|TC/PT 2824.94
218|TP/P 2825.30
217|TC/PT 2825.71
194|TP 2825.16 .28
222|TC/PT 2825.41
219|TC/PT 2825.45
187|TC 2825.05 .16
186|TP 2825.25 .35
210|TC 2825.21 .29
138|TP/BC 2825.32 .41
220|TC/PT 2825.45
362|TC/PT 2825.04
361|TC/PT 2824.95
360|TC/PT 2824.64
366|TC/PT 2824.68
221|TP 2825.26 .39
208|TP/FFE 2825.45 49
209|TP/FFE 2825.45 49
137|TP/BC 2825.32 41
363|TP 2825.17
199|TP 2825.07
203|TP/TC 2825.52
193|BR 2825.45 .49
192|BR 2825.45 .49
135|TP/BC 2825.43 47
196|TP/FFE 2825.40 51
195|TP/FFE 2825.40 51
197|TP 2825.31 41
188|TP 2825.73 .55
136|TP/BC 2825.07 41
202|TP 2825.33 .35
191|TC 2825.33 .41
190|TC 2825.43 .55
189|TP 2825.93
212|TP 2826.22
182|TC/PT 2825.90
179|TC/PT 2825.99
207|TP 2826.22
173|TP/FFE 2826.25
206|TP 2826.25 .22
180|TP 2826.15
205|TP 2826.25
365|TC/PT 2824.71
364|TC 2825.07 .31
201|TC/LP 2824.61
111|RIM 2823.60
198|TP/LP 2824.70
185|TP 2825.93
184|TP 2825.96
183|TP 2826.05
134|TP/BC 2826.05
105|FFE 2826.25
181|TP 2826.15
204|TP 2826.25
243|TP 2825.56
373|TP 2825.50
372|TP 2825.72
200|TP 2825.59
371|TP 2825.68
246|TP/HP 2825.82
245|TC/HP 2825.77
247|TP
133|TP/BC 2825.75
368|TP 2826.00
369|TP 2825.93
370|TP 2825.93
254|TP 2825.98
103|TP 2826.25
367|TP 2826.00
244|TP/FFE 2826.25
104|TP/FFE 2826.25
FACE OF FEIFS
DELETE
Baby Box Location
9" warp curb to 0"
6" warp curb to 0 ht.
5.45 DING
25.53
F.F.=26.25
11-1-24 1/16"=1'-0" by RFI 30
REVISIONS TO GRADES AT & AROUND RESCUE BAY
(BAY FLOOR RAISED 1" FOR SEWER FLOW IMPROVEMENT)
CHANGES IN GREEN.
RED: ADDED 12-19-24
BLUE: REVISED WALK 12-19-24


HIGH WINDOWS ABOVE E. WALL OF LIVING 115
Baby Bop
BR1 127
BR2 129
BR3 130
BR4 132
BR5 133
BR6 135
B1 128
B2 131
B3 134
BR7 137
B4 138
BR8 139
BR9 140
B6 141
BR10 143
B5 142
Hall 136
Hall 122
Hall 144
Hall 112
Jan 123
MEP 126
Laundry 124
ST 125
Kitchen 120
Entry 145
UST 119
Pantry 118
Dining 121
PATIO
GAS
ELECT
Refreshment 103
Living 115
Stor. 117
Office 116
Training Classroom 102
1185 SF
@ 20 sf/person = 59
T&C Stor. 104
MEP 114
IT 113
M 107
PD / Workroom 108
Dispatch 110
Secure Entry 109
Media 105
W/ UST 106
Entry 100
Exhibit Lobby 101
Soffit 109' - 0"
Soffit 107' - 4"
Soffit EL. 109'-0"
153'-0"
99'-4"
57'-7 3/4"
14'-3 5/8"
RESCUE
DECON
FIRE
EMS
KEY PLAN
TRUE NORTH
PLAN NORTH
GCFD
1/8" = 1'


RESCUE BAY BUILDING
PROPOSED FIRE STATION/EMS BUILDING
Baby Box
Irrigation Main (Typ.)
SS
ST
9 1" 1.1
8 1½" 10.5
7 1½" 13
6 1½" 12
5 1½" 32.5
4 1" 2.61
3 1½" 29.7
2 1½" 15
1 1½" 51
19 1" 8.52
18 1½" 22

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Danielle B. Burke, Assistant City Manager
DATE: February 4, 2025
RE: Garden City Police Department Relocation Next Steps

ISSUE:
The Governing Body is asked to provide staff direction regarding next steps for the temporary relocation of the Garden City Police Department from the Law Enforcement Center.

BACKGROUND:
At the pre-meeting on January 21, 2025, the City Commission discussed assumptions regarding the temporary relocation of the Garden City Police Department (GCPD) from the Law Enforcement Center (LEC). Below is intended to articulate what staff believed were the key takeaways from a majority of the City Commission:

- There is a desire to move back into the LEC after the proposed remodel is completed
- For planning purposes, use eight years as the anticipated timeline
- There is a desire to move GCPD out of the LEC as quickly as possible
- Preference to acquire land to build a new temporary facility
- There was not City owned property that was of interest to a majority of the City Commission
- Through the design process, there was a desire to have some (at a minimum) improvements made to meet the specific needs of the GCPD (i.e. storm shelter, enhanced windows and exterior structure)
- Cost not to exceed a 2 mill increase
- Request an extension from the County to stay in the LEC until a desired outcome is identified and a new space can be completed with a desire to have that extension be as short as possible
- Desire to have control over the process

Since the pre-meeting, there have been subsequent questions from member(s) of the Governing Body regarding the lease proposal that was provided by Gary Dick with Dick Construction, Inc. As a reminder, that proposal was submitted on November 19, 2024, outside of the City Commission's formal request for proposal process that was initiated on September 3, 2024. That proposal has been attached.

As a result, staff would request the Governing Body provide some specific direction regarding whether or not there is a desire to consider this proposal as a viable option. If there is a desire to consider the lease option for the property located at 1210 Fleming (Old Westlake Building), staff would request direction to either invite the property owner (or designee) to the next meeting to answer questions from the Governing Body regarding the proposal or direct staff to enter into negotiations for use of that building. If there is not a desire to consider this option, staff would

request that clarification as well.

Based on the discussion at the pre-meeting, it appeared there was a desire by a majority of the City Commission to proceed with a temporary facility for the GCPD and acquiring land to do so. If that is accurate, staff would recommend the Governing Body provide direction for staff to begin the site identification process and bring back a request for qualification for a construction manager at risk so that the design professionals and builders can be identified.

ALTERNATIVES:

1. The Governing Body may direct staff to begin the site identification process and bring back a request for qualification for a construction manager at risk.
2. The Governing Body may direct staff to either invite the property owner (or designee) of 1210 Fleming to the February 18, 2025 City Commission meeting for a presentation or begin negotiations with the property owner for use of 1210 Fleming.
3. The Governing Body may direct staff to proceed with both alternatives concurrently and direct staff to begin the site identification process and bring back a request for qualification for a construction manager at risk and direct staff to either invite the property owner (or designee) of 1210 Fleming to the February 18, 2025 City Commission meeting for a presentation or begin negotiations with the property owner for use of 1210 Fleming.
4. The Governing Body may provide alternative direction.

RECOMMENDATION:

Staff has no recommendation.

FISCAL NOTE:

There is no direct fiscal impact. Once a specific proposal is brought forward, the fiscal impact will be identified.

ATTACHMENTS:

1210 Fleming (Old Westlake Building) Proposal

DICK CONSTRUCTION INC.
1805 East Mary
P.O. Box 1215
Garden City, KS 67846
Ph. 620-275-1806 Fax 620-275-0831
e-mail=gdd@dickconstruction.com

Property available for rent
(Old Westlake Building)
1210 Fleming
24,000 Square feet
5 Year lease as is with option to renew
$6.50 per sq. ft. triple net lease
Or $18,000 per month
Owner would be open to build out
Once plans are approved on a
Cost basis plus a fee

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Daunte Thompson, Planner
DATE: February 4, 2025
RE: Community Health Advisory Board Appointment

ISSUE:
The Governing Body is asked to consider and approve an appointment to the Community Health Advisory Board.

BACKGROUND:
The Community Health Advisory Board (CHAB) is made up of nine members appointed by the Governing Body. The Board is charged with advising the Governing Body on policy matters and programs as they relate to community health and the physical environment and making funding recommendations for the Community Grant. Currently, there is one vacant position on the Board after Robert DeLeon's term ended on December 31, 2024, and Mr. DeLeon did not wish to be reappointed. The Community Health Advisory Board met on January 14, 2025, and recommended appointing Siddhesh Akerkar to fill the vacant three-year term. Attached are the applications that the Community Health Advisory Board considered and the meeting minutes.

ALTERNATIVES:
1. The Governing Body may appoint Siddhesh Akerkar to fill the current vacancy and serve on the Community Health Advisory Board for a three-year term.
2. The Governing Body may appoint another community member to fill the current vacancy and serve on the Community Health Advisory Board for a three-year term.

RECOMMENDATION:
The Community Health Advisory Board recommends the Governing Body appoint Siddhesh Akerkar to fill the current vacancy and serve on the Community Health Advisory Board for a three-year term.

FISCAL NOTE:
There is no fiscal impact.

ATTACHMENTS:
Rakhi Save's Application
Siddhesh Akerkar's Application
Tyson Brand's Application
Community Health Advisory Board January 14, 2025 Meeting Minutes

Celyn Hurtado

From: noreply@civicplus.com
Sent: Thursday, January 9, 2025 6:50 PM
To: Celyn Hurtado; Kori Longoria; Yeimi Darville
Subject: Online Form Submittal: Advisory Board Application

Advisory Board Application

If you are interested in serving on a planning or advisory board/committee, please fill out the following application.

Name	Rakhi Save
Phone Number	9097718685
Address	2351 Idlewild way
City	Garden City
State	KS
Zip Code	67846
Email Address	rakhisave@gmail.com
Occupation	Physical Therapist
Place of Employment	St Catherine's Hospital
How long have you been a resident of Garden City/Finney County?	9 years
Describe why you are interested in serving on a board/commission.	To use my knowledge and expertise for the betterment of the community we live in
Other applicable experience	Physical Therapist for 12 years, has worked in inpatient and outpatient settings in all age groups
Please indicate those advisory boards/commissions on	Community Health Advisory Board, Cultural Relations Board

which you are
interested in serving

Email not displaying correctly? View it in your browser.

Celyn Hurtado

From: noreply@civicplus.com
Sent: Thursday, January 9, 2025 10:38 PM
To: Celyn Hurtado; Kori Longoria; Yeimi Darville
Subject: Online Form Submittal: Advisory Board Application

Advisory Board Application

If you are interested in serving on a planning or advisory board/committee, please fill out the following application.

Name	Siddhesh Akerkar
Phone Number	4692886478
Address	2351 Idlewild Way
City	Garden City
State	Kansas
Zip Code	67846
Email Address	siddheshca@gmail.com
Occupation	physical therapist
Place of Employment	St. Catherine Hospital
How long have you been a resident of Garden City/Finney County?	9 years 4 months
Describe why you are interested in serving on a board/commission.	To address rehab needs especially in pediatric age group
Other applicable experience	Worked as physical therapist serving different populations in this community.
Please indicate those advisory boards/commissions on	Community Health Advisory Board

which you are
interested in serving

Email not displaying correctly? View it in your browser.

Celyn Hurtado

From: noreply@civicplus.com
Sent: Friday, January 3, 2025 7:55 AM
To: Celyn Hurtado; Kori Longoria; Yeimi Darville
Subject: Online Form Submittal: Advisory Board Application

Advisory Board Application

If you are interested in serving on a planning or advisory board/committee, please fill out the following application.

Name	TYSON BRAND
Phone Number	8066768796
Address	1207 KINGSBURY RD.
City	GARDEN CITY
State	Kansas
Zip Code	67846
Email Address	ty.brand@aceshillc.com
Occupation	BUISNESS OWNER
Place of Employment	ACES-HI LLC
How long have you been a resident of Garden City/Finney County?	3 YEARS
Describe why you are interested in serving on a board/commission.	TO HELP BRING COMMON SENSE TO PEOPLE/ LOCAL GOVERMENT BODIES
Other applicable experience	*Field not completed.*
Please indicate those advisory boards/commissions on	Airport Advisory Board, Community Health Advisory Board, Golf Advisory Board, Local Housing Authority, Public Safety Advisory Board, Parks & Recreation Advisory Board, Zoning

which you are interested in serving	Board of Appeals, Airport Advisory Board, Building Safety Board of Appeals, Cultural Relations Board, Landmarks Commission, Planning Commission, Public Utilities Advisory Board, Traffic Advisory Committee, Zoo Advisory Board

Email not displaying correctly? View it in your browser.

COMMUNITY HEALTH ADVISORY BOARD
City of Garden City
Tuesday, January 14, 2025
12:00 PM

Note: If you require any accommodation (i.e. qualified interpreter, large print, reader, hearing assistance) to attend this meeting, please notify this office at (620) 276- 1157 no later than 48 hours prior to the scheduled commencement of the meeting.

CALL THE REGULAR MEETING TO ORDER

The meeting was called to order at 12:01PM.

APPROVAL OF THE MINUTES

December 2024 Meeting Minutes

Moved to Approve by Acosta; seconded by Rupp.
Ayes: Dyer, Acosta, Elliott, Rupp, Chhabra
Nays: None
Absent: Savolt, Southern, Gonzalez

STAFF UPDATE

Staff has no updates.

BUSINESS

Chair Appointment

Motion to nominate Member Dyer as Chair.

Moved to Approve by Rupp; seconded by Acosta.
Ayes: Acosta, Elliott, Rupp, Chhabra
Nays: None
Abstaining: Dyer
Absent: Savolt, Southern, Gonzalez

Vice Chair Appointment

Motion to nominate Member Elliott as Vice Chair.

Moved to Approve by Rupp; seconded by Acosta.
Ayes: Dyer, Acosta, Rupp, Chhabra
Nays: None
Abstaining: Elliott
Absent: Savolt, Southern, Gonzalez

2024 Annual Reports

Representatives from SWK Kiss presented the Board with pictures from the event, which had over 100 participants, in addition to feedback, and stories from those who attended. They also shared that the majority of the funds were used to create sensory bags and

communication boards that were distributed to emergency responders.

Representatives from LHEAT discussed the new pedestrian crosswalk signal installed on Mary Street last year, including the improved safety and the impact on nearby residents.

Community Health Advisory Board's Annual Report to the City Commission

The Board briefly discussed last year's annual report and the content to include in the 2024 annual report.

Board Membership

The Board discussed the applications, including the relevant experience of each applicant. Motion to recommend Siddhesh Akerkar to be appointment to the Community Health Advisory Board.

Moved to Approve by Elliott; seconded by Acosta.
Ayes: Dyer, Acosta, Elliott, Rupp, Chhabra
Nays: None
Absent: Savolt, Southern, Gonzalez

COMMENTS

Member Chhabra shared that the FC HD will be offering flu shots and health checkups during the homeless point and time count initiative.

Member Acosta had no comments.

Member Southern discussed how the organization distributed supplies to a small homeless population and a future meeting with the FC Jail Department regarding mental health medications and training.

Member Rupp provided an update on the recent CIP meetings, including presentations from several parks and recreation departments.

Chair Dyer discussed the upcoming presentation on "Creating a Culture of Health at Work" on February 20, 2025.

Member Elliot had no comments.

Member Gonzalez was absent.

Member Savolt was absent.

ADJOURN

Meeting adjourned at 1:00PM.

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Matt Allen, City Manager
DATE: January 31, 2025
RE: City appointment to the Finney County Economic Development Board of Directors

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ISSUE:
The Governing Body is asked to consider and approve re-appointing Stuart Nelson to the Finney County Economic Development Corporation Board of Directors.

BACKGROUND:
The City of Garden City appoints three members to the Finney County Economic Development Corporation Board of Directors. Stewart Nelson is completing his first term on the Board. The attached memo from FCEDC President Lona DuVall indicates Stewart's willingness to continue to serve. Stewart Nelson is currently serving as the FCEDC Board Chair, and (as indicated in the letter) the Board supports his re-appointment.

ALTERNATIVES:
1. The Governing Body may approve reappointing Stewart Nelson to a three-year term on the FCEDC Board of Directors.
2. The Governing Body may direct staff to solicit interest for this position on the FCEDC Board of Directors and bring the item back for future consideration.

RECOMMENDATION:
Staff recommends approving the reappointment of Stewart Nelson to a three-year term on the FCEDC Board of Directors.

FISCAL NOTE:
None.

ATTACHMENTS:
City of GC - FCEDC Reappointment - Nelson 1-21-2025

Finney County Economic Development Corporation

To: City of Garden City Commission
Matt Allen, City Manager
From: Lona DuVall, President/CEO
Date: January 21, 2025
Re: FCEDC Board Appointment

Issue: Stewart Nelson, an appointee of the City of Garden City to the FCEDC Board of Directors is up for renewal. Mr. Nelson is interested in continuing to serve.

Background: The FCEDC Board of Directors supports the reappointment of Stewart Nelson to the FCEDC Board.

There are no term limits included in the FCEDC Bylaws.

Alternatives:

1) The Commission may reappoint Mr. Nelson to the FCEDC Board of Directors for an additional three-year term.
2) The Commission may not reappoint Mr. Nelson and advise FCEDC to solicit interest from other candidates for the City's review.

Recommendation: The FCEDC BOD recommends the reappointment.

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: February 4, 2025
RE: The Governing Body is asked to consider and approve the contractor licenses for February 04, 2025.

ISSUE:
The Governing Body is asked to consider and approve the contractor licenses for February 04, 2025.

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 2025.

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 contractor approve licenses as presented.

FISCAL NOTE:
None.

ATTACHMENTS:
Contractor License February 04, 2025

CONTRACTOR LICENSE AGENDA
February 04, 2025

2025 NEW

CLASS A GENERAL CONTRACTOR
Cooper Installation Services LLP

CLASS D-E ELECTRICAL CONTRACTOR
Midland Industrial Services LLC

CLASS D-M MECHANICAL CONTRACTOR
Lane Valente Industries, Inc.

2025 RENEWAL

CLASS A GENERAL CONTRACTOR
Continental Siding Supply
Murray Company

CLASS B BUILDING CONTRACTOR
Adeos Construction
Chambless Roofing, Inc.
Springfield Builders, Inc.

CLASS D-E ELECTRICAL CONTRACTOR
J&L Electric
True North Management Service, LLC

CLASS D-M MECHANICAL CONTRACTOR
Helios HVACR Services LLC
Republic Refrigeration, Inc.

CLASS D-R COMMERCIAL ROOFING CONTRACTOR
Superior Roofing

CLASS E-SOC SPECIALIZED OTHER CONTRACTOR
Axe Monkey Tree Service (Arborist)
G&M Lawn Service, LLC (Irrigation Sprinklers)
J&S Underground LLC (Excavation)
Medina Adventures, Inc. (Flatwork)
Rob Preston (Arborist)
Santiago Ramirez (Irrigation Sprinklers)
True North Management Service, LLC (Communication Towers)

Unlimited Construction (Flatwork)
Unlimited Construction (Handyman)

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Kori Longoria, Deputy City Clerk
DATE: February 4, 2025
RE: 2025 CMB License Renewal

ISSUE:
The Governing Body is asked to consider and approve the 2025 Cereal Malt Beverage License.

BACKGROUND:
Attached is list of businesses applying for a 2025 Cereal Malt Beverage License. All the businesses on this list have completed the requirements necessary to obtain their license.

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

RECOMMENDATION:
Staff recommends the Governing Body approve the licenses as presented.

FISCAL NOTE:
Fees for an Off Premise Cereal Malt Beverage License is $75.00 and On Premise is $200.00.

ATTACHMENTS:
2-4-25 License Agenda

License Agenda

February 4, 2025

2025 CMB License

Maverik Inc

GCPR Garden Rapids at The Big Pool

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: February 4, 2025
RE: Holcomb-Garden City-Finney County Area Planning Commission October 17, 2024 Minutes

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ISSUE:
Presentation of the October 17, 2024, Holcomb-Garden City-Finney County Area Planning Commission Minutes.

BACKGROUND:
Attached are the minutes from the October 17, 2024, Holcomb-Garden City-Finney County Area Planning Commission meeting.

ALTERNATIVES:
None.

RECOMMENDATION:
None.

FISCAL NOTE:
None.

ATTACHMENTS:
Planning Commission Minutes-October 17, 2024

MINUTES

HOLCOMB - GARDEN CITY - FINNEY COUNTY AREA PLANNING COMMISSION

October 17, 2024

The Holcomb-Garden City-Finney County Area Wide Planning Commission scheduled a Public Hearing at 9:00 a.m. Thursday, October 17, 2024, in the City Commission Chambers at the City of Garden City Administrative Center located at 301 N 8th Street, Garden City, Kansas.

1. CALL TO ORDER

Chair Germann called to order the Area Wide Planning Commission meeting at 9:00 a.m. The following Commission members were present: Member Anliker, Member Collins, Member Crockett, Member Michel, and Member Rupp. Also present were Staff Charles, Staff Presisto, and Staff Thompson.

2. APPROVAL OF MINUTES – September 19, 2024

Member Rupp made a motion to approve the minutes from September 19, 2024. *Member Michel* seconded the motion. Votes were taken by yeas and nays and recorded as follows:

Anliker	Collins	Crockett	Crist	Germann	Glass	Michel	Randall	Rupp
Yea	Yea	Yea	Not Present	Yea	Not Present	Yea	Not Present	Yea

Motion passed.

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

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

4. GENERAL STAFF REPORT AND UPDATE

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

5. 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**

6. NEW BUSINESS

GC2024-41: A rezone from "I-2" Medium Industrial District to "C-2" General Commercial District for the property generally located at 1404 W. Mary Street, Garden City, Kansas, at the request of Jorge Caro.

Staff Thompson- Presented staff report.

OPEN PUBLIC COMMENT

Dan Fankhauser, Representative for Applicant- I was the architect on this project, and I just wanted to answer any questions that you might have. It's basically a facility that will be open on weekends, Friday, Saturday, and

Sunday in the evening so it shouldn't disturb any of the people around that area as far as noise level or anything like that. This is a rather large facility over twelve thousand square feet and there is phase two that would be another addition to the back of this. It'll have paved parking. The zoning book doesn't really include this type of use yet and maybe we need to because there seems to be need. I'm working on three more event centers right now, so I think it is something that we are going to see more and more of in the future. There is a C-2 just down the street to the west. There is a restaurant there and I think it is for sale at the present time. That is C-2 and of course you've got the Eagles Lodge which is diagonally to the north and east of this property. I'd be glad to answer any questions. The facility will have approximately three hundred and fifty people the way it is set up.

Chair Germann- Does the applicant own any of the rest of that property there?

Dan Fankhauser- He owns that property just to the west which is an electrical business. The ground to the east, I'm not sure who owns that. But as you can see there is quite a bit of C-2 around that area.

Chair Germann- I'm assuming parking and everything has been considered and we are good on that?

Staff Charles- Yes.

CLOSE PUBLIC HEARING

MEMBER MICHEL MADE A MOTION TO RECOMMEND APPROVAL OF THE REZONE FROM "I-2" MEDIUM INDUSTRIAL DISTRICT TO "C-2" GENERAL COMMERCIAL DISTRICT PER STAFF RECOMMENDATION ALTERNATIVE 1. MEMBER COLLINS SECONDED THE MOTION.

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

Anliker	Collins	Crockett	Crist	Germann	Glass	Michel	Randall	Rupp
Yea	Yea	Yea	Not Present	Yea	Not Present	Yea	Not Present	Yea

Motion passed.

7. REPORT OF THE PLANNING SECRETARY

Staff Charles- Notified the Board of the members that have terms expiring at the end of 2024 and reviewed the By-Laws of the Planning Commission.

*Member Anliker-*Stated she is willing to serve on the Planning Commission for another term. *Member Michel and Member Collins* both stated they are not able to serve again.

8. COMMISSION MEMBER REPORTS

Member Michel- Expressed his concern with the truck parking issues in the County.

Chair Germann- Discussed the proper procedure for members recusing themselves form cases and also let the members know that the Neighborhood & Development Services agreement will be on the next County Commission meeting agenda.

9. ADJOURN

The meeting was adjourned at 9:18 A.M.

Trent Maxwell — Secretary
Aleecya Charles — Staff

Deborah Oyler — Chair
Jeana Anliker — Vice-Chair