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

1. Note:

1.A. Pre-Meeting Workshop at 10:30 a.m. - 12:30 p.m., located in the Meeting Room at the City Administrative Center to conclude the annual City Commission Goal Setting Retreat. Administrative staff will be present and the pre-meeting is open to the public.

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. February 18, 2025 Commission Meeting Minutes
02-18-25 City Commission Meeting Minutes

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

6. CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES

7. REPORT OF THE CITY MANAGER

7.A. Presentation of the January 2025 report from the Garden City Regional Airport.
Airport January 2025 Monthly Report

7.B. Presentation of Community Health Advisory Board 2024 Annual Report.
2024 Board Annual Report

8. MEETINGS OF NOTE

8.A.
- March 3, 2025 - Governing Body Goal Setting Retreat at the City Administrative Center, Second Floor Meeting Room at 7:30 a.m.
- March 12, 2025 - Garden City Area Chamber of Commerce Breakfast at the Clarion Inn at 7:10 a.m.
- March 15, 2025 - Legislative Coffee at the Garden City Community College Endowment Room at 10:00 a.m.

- March 20, 2025 - Citizens Academy - Session 1 - City Administrative Center at 5:30 p.m.
- March 26, 2025 - Finney County Economic Development Corporation Board of Directors Meeting at the City Administrative Center in the Chambers at 7:30 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.
- April 24, 2025 - Garden City Area Chamber of Commerce Annual Banquet & Business Awards at Garden City Community College at 6:00 p.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. 2582-2025A

10. CONSIDERATION OF ORDINANCES AND RESOLUTIONS

10.A. 1:30 P.M. - Public Hearing for the Governing Body to consider and approve an ordinance creating the Icon Cinemas Community Improvement District and authorizing the levy of a retailers' sales tax within the district.

1. Ordinance No. _____-2025, an ordinance creating the Icon Cinemas Community Improvement District in the City of Garden City, Kansas and authorizing the levy of a Community Improvement District Retailers' Sales Tax to be collected within the district.

Ordinance No. ____-2025 (Establishing the CID)

10.B. The Governing Body is asked to consider and approve an ordinance adjusting retail water and sewer rates as identified in the Water, Wastewater, and Drainage Utility Rate study conducted by Professional Engineering Consultants, P.A.

1. Ordinance No. _____-2025 An ordinance establishing rates, charges, classifications, definitions, and certain rules for users of the municipal water distribution system and the municipal sanitary sewer collection system of the City of Garden City, Kansas; amending current Code Sections 90-177, 90-201, and 90-204; repealing current Code Sections 90-177, 90-201, and 90-204; all to the Code of Ordinances of the City of Garden City, Kansas.

Ordinance (Water & Sewer Rates) w/edits highlighted
Ordinance (Water & Sewer Rates)

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

1. Resolution No. _____-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 (2103 N 7th Street - A

washer located in the front yard of the property).
Environmental Resolution - 2103 N 7th Street
Environmental Resolution Photos - 2103 N 7th Street

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

1. Resolution No. _____-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 (615 N 12th Street - Couches located outside of the property).

Environmental Resolution - 615 N 12th Street
Environmental Resolution Photos - 615 N 12th Street

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

1. Resolution No. _____-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 (609 E Santa Fe Street - Piles of wood and branches, other miscellaneous debris scattered throughout the empty property).

Environmental Resolution - 609 E Santa Fe Street
Environmental Resolution Photos - 609 E Santa Fe Street

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

1. Resolution No. _____-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 (1201 N 10th Street - A washer/dryer and a pile of miscellaneous items located beside the building).

Environmental Resolution - 1201 N 10th Street
Environmental Resolution Photos - 1201 N 10th Street

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

1. Resolution No. _____-2025, a resolution authorizing the removal of motor vehicle nuisances from certain properties in the City of Garden City, Kansas, pursuant to Section 38-63 of the Code of Ordinances of the City of Garden City, Kansas (209 Wesley Street - A 4-door brown vehicle).

Vehicle Photo - 209 Wesley Street
Vehicle Resolution - 209 Wesley Street

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

1. Resolution No. _____-2025, a resolution authorizing the removal of motor vehicle nuisances from certain properties in the City of Garden City, Kansas, pursuant to Section 38-63 of the Code of Ordinances of the City of Garden City, Kansas (406 N 5th Street - A 2-door black truck and a 4-door white truck).

Vehicle Photo - 406 N 5th Street
Vehicle Resolution - 406 N 5th Street

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

1. Resolution No. _____-2025, a resolution authorizing the removal of motor vehicle nuisances from certain properties in the City of Garden City, Kansas, pursuant to Section 38-63 of the Code of Ordinances of the City of Garden City, Kansas (609 E Santa Fe Street - A 2-door black truck, a 4-door white vehicle and a hauling trailer).

Vehicle Resolution - 609 E Santa Fe Street
Vehicle Photo - 609 E Santa Fe Street

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

1. Resolution No. _____-2025, a resolution authorizing the removal of motor vehicle nuisances from certain properties in the City of Garden City, Kansas, pursuant to Section 38-63 of the Code of Ordinances of the City of Garden City, Kansas (611 E Maple Street - A 2-door orange truck).

Vehicle Photo - 611 E Maple Street
Vehicle Resolution - 611 E Maple Street

11. OLD BUSINESS

12. NEW BUSINESS

12.A. The City Commission is asked to consider and approve a Request for Qualifications for a Construction Manager at Risk for a police facility.

Request for Qualification for Construction Manager at Risk

12.B. The Governing Body is asked to consider and approve a bid from Gerard Tank & Steel, Inc. for $3,600,000.00 to construct a one-million-gallon water tower for the Water Utility.

Bid Tabulation Summary
Garden City Jameson Water Tower LCCC

12.C. The Governing Body is asked to consider and approve the distribution of the Downtown Development Funds for 501 N. Main Street.

DDF Application
Cost Estimates
Score Sheet
Vicinity Map

12.D. The Governing Body is asked to consider and approve a revised Zoo Facility Use Guidelines and Agreement, which includes revisions to fees for event use.

Zoo Facility usage policy Rev 3.25
Zoo Facility usage policy 6 14

12.E. The Governing Body is asked to consider and approve the Public Notice for the Impose and Use of Passenger Facility Charges (PFC) at Garden City Regional Airport.
Public Notice Passenger Facility Charge (PFC)

12.F. The Governing Body is asked to consider and approve a bid for Valley View Cemetery Expansion Project.
VVC Select Plansheets
VVC Bid Tab
VVC M&T Subcontractor List

12.G. The Governing Body is asked to consider and approve an appointment to fill a vacant seat on the Cultural Relations Board
Rakhi Save - Advisory Board Application

13. CONSENT AGENDA

13.A. The Governing Body is asked to consider and approve the Indigent Defense Agreement authorizing Ms. Heidi Farnsworth to begin legal representation of indigent defendants of the Garden City Municipal Court.
Agreement - Farnsworth

13.B. The Governing Body is asked to consider, approve, and authorize the Mayor to sign the contract with Hutton/GMCN for architect services producing designs, renderings, estimated construction budgets, and construction documents for three projects at Lee Richardson Zoo (bird holding/viewing building, 7th Street Drive-in entrance, and Wild horse and camel holding barns.
Hutton.GMCN contract LR Zoo B101-2017

13.C. The Governing Body is asked to consider and approve the Echo Valley II replat.
GC2025-05 Echo Valley II Replat
GC2025-05 Vicinity Map
PC Minute Excerpts- February 20, 2025

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

14. CITY COMMISSION REPORTS

15. COMMISSIONER ORTIZ

16. MAYOR CESSNA

17. COMMISSIONER UNRUH

18. COMMISSIONER LANDGRAF

19. COMMISSIONER NGUYEN

20. OTHER ENTITIES

20.A. Presentation of the January 9, 2025 minutes from the Garden City Regional Airport Advisory Board.

Airport January 9, 2025 Minutes

20.B. Presentation of the January 16, 2025, Holcomb-Garden City-Finney County Area Planning Commission Minutes

Planning Commission Minutes-January 16, 2025

21. ADJOURN

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado
DATE: March 4, 2025
RE: Pre-Meeting - Conclusion of Annual City Commission Goal Setting Retreat

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ISSUE:
Pre-Meeting Workshop at 10:30 a.m. - 12:30 p.m., located in the Meeting Room at the City Administrative Center to conclude the annual City Commission Goal Setting Retreat. Administrative staff will be present and the pre-meeting is open to the public.

BACKGROUND:

ALTERNATIVES:

RECOMMENDATION:

FISCAL NOTE:

CITY COMMISSION MEETING

City of Garden City
Tuesday, February 18, 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

Commissioner Nguyen 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 February 4, 2025 Commission Meeting Minutes were approved as presented.

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

Callie Dyer, Executive Director for LiveWell Finney County, notified the Governing Body that she and LiveWell Finney County Director of Community Health Beth Koksal graduated from the National Coalition Academy.

Nathan Haeck, Turning Point Church of the Nazarene, expressed his gratitude for the City Commission and City staff for their service.

CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES

The Governing Body considered and approved a request from Cory Hodapp, on behalf of CG Investment, LLC, to extend the Reinvestment Housing Incentive District for Prairie View Acres.

Moved to Approve by Commissioner Unruh; seconded by Commissioner Nguyen.
Ayes: Commissioner Landgraf, Mayor Cessna, Commissioner Nguyen, Commissioner Unruh
Nays: Commissioner Ortiz

The Governing Body considered and approved allowing the Mayor to proclaim February 21, 2025, as Government Communicators Day in 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

REPORT OF THE CITY MANAGER

Presentation of the Monthly City-Wide Performance Management Report for January 2025

Presentation of the 2024 Sales Tax Oversight Board Annual Report to the Governing Body.

Presentation of the January 2025 Summary Report.

Presentation of the January 2025 Code Enforcement Report from Neighborhood & Development Services.

Presentation of the January 2025 Building Report from Neighborhood & Development Services

Presentation of the January 2025 Monthly Bulletin from the Garden City Police Department.

Presentation of the January 2025 monthly staff report from Lee Richardson Zoo.

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

MEETINGS OF NOTE

- 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.

CONSIDERATION OF APPROPRIATION ORDINANCE

Appropriation Ordinance No. 2581-2025A, “an appropriation ordinance making certain appropriations for certain claims in the amount of $4,36,925.27 was read and considered section by section.

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

CONSIDERATION OF ORDINANCES AND RESOLUTIONS

Commissioner Landgraf stepped down from his seat at the bench.

Mayor Cessna opened the public hearing at 1:30 p.m. for the Governing Body to consider and approve an ordinance amending the STAR Bond District to include additional property and approving a substantial change to the district plan.

Assistant City Manager Burke explained the process of amending the project plan.

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

1. Ordinance No. 3007 - 2025, an ordinance of the Governing Body of the City of Garden City, Kansas amending Ordinance No. 2677-2014 that established the Sports of the World STAR Bond District to include additional property in the district and approving a substantial change to the district plan for such district.

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

OLD BUSINESS

NEW BUSINESS

The Governing Body considered and approved providing notice of a public hearing regarding a proposed first amendment to a STAR bond financing project plan for the Sports of the World (now known as "The Refinery") Project.

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

Commissioner Landgraf returned to his seat at the bench.

The Governing Body considered and approved the distribution of $6,950 Art Grant funds as recommended by the Art Grant Committee.

Agency	Amount Requested	Amount Recommended
Garden City Arts	$6,000	$4,000
Garden City Civic Choral Union & Symphony	$3,265	$1,000
High Plains Performing Arts	$5,000	$800
High Plains Public Radio	$4,137	$1,150
Total	**$18,402**	**$6,950**

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

The Governing Body considered and approved the distribution of $14,550 Community Grant Funds as recommended by the Community Health Advisory Board.

Agency	Amount Requested	Amount Recommended
Aim to Inspire Meliorism, LLC	$1,500	$1,500
BeYoutiful by Bella	$6,200	$0
Garden City Ministerial Alliance	$2,000	$0
Holcomb Police Department	$5,000	$0
Magics HOPE	$1,092	$1,092
Red Dog Children's Museum	$5,000	$0
The Community	$7,500	$2,458
Western Kansas Child Advocacy Center	$9,500	$9,500
Total	**$35,992**	**$14,550**

Moved to Approve by Commissioner Landgraf; seconded by Commissioner Ortiz.
Ayes: Commissioner Landgraf, Commissioner Ortiz, Commissioner Nguyen, Commissioner Unruh
Nays: Mayor Cessna

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

Agency Name	Amount Requested	Amount Recommended
Accelacare	$16,000	$0
Big Brothers Big Sisters	$25,000	$17,600
Pivot Robotics	$36,300	$17,600
Real Men Real Leaders	$25,000	$0

Teen Intervention (USD 457)	$14,800	$14,800
Total	**$117,100**	**$50,000**

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

The Governing Body considered and approved the Master Task Order Prime Agreement for Professional Services between the City of Garden City and HNTB Corporation for the Garden City Regional Airport.

Moved to Approve by Commissioner Unruh; 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 staff to negotiate terms of a lease proposal for a temporary location for the Garden City Police Department and a request for proposals for a Construction Manager at Risk for a new facility.

Moved to Approve by Commissioner Nguyen; seconded by Commissioner Landgraf.
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 a Wheatland Electric Cooperative Inc. easement request.

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

The Governing Body considered and approved adopting the Water and Wastewater Utility rate study as recommended by Public Utilities Advisory Board

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

The Governing Body considered and approved appointing Patrick Garcia to the Parks and Recreation Advisory Board for a three-year term expiring December 31, 2027.

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 authorizing the Garden City Police Department to make upgrades to the High Mobility Multipurpose Wheeled Vehicle, commonly referred to as the “HUM-V.”

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

CONSENT AGENDA

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

The Governing Body considered and approved an agreement for towing services between the City of Garden City and Skeeter's Body Shop, Inc., for tows related to private property, nuisance, and criminal investigation incidents.

The Governing Body considered and approved the 2025 Federal Legislative Agenda.

The Governing Body considered and approved re-appointing Mike Muirhead as Director 1 and Kent Pottorf as Director 2 to the Kansas Municipal Energy Agency.

The Governing Body considered and approved purchasing the 2025 Office 365 license renewal from Go Full Cloud in the amount of $78,366.53.

Company	Total	G3 Price/User	G1 Price/User
Go Full Cloud	$78,366.53	$220.80	$96.00
CDWG	$85,308.90	$236.94	$103.02

The Governing Body considered and approved the contractor licenses for February 18, 2025.

_____
Roy Cessna, Mayor

ATTEST:

_____
Celyn N. Hurtado, City Clerk

CITY COMMISSION REPORTS

Commissioner Nguyen stated he enjoyed the joint meeting between the Finney County Commission, Garden City Commission, and Holcomb Council. Commissioner Nguyen congratulated Callie Dyer and Beth Koksal on graduating from the National Coalition Academy. Commissioner Nguyen stated he is excited to be appointed to the 4-H Youth Development Program Committee. Commissioner Nguyen reminded the community to slow down and be safe during the winter weather.

Commissioner Ortiz stated he enjoyed the joint meeting between the Finney County Commission, Garden City Commission, and Holcomb Council. Commissioner Ortiz stated he attended the legislative coffee series at the Garden City Community College and enjoyed the presentations.

Mayor Cessna stated he enjoyed the joint meeting between the Finney County Commission, Garden City Commission, and Holcomb Council. Mayor Cessna stated he enjoyed attending the Vietnamese New Year Celebration. Mayor Cessna congratulated the City government communicators and thanked them for keeping the community informed.

Commissioner Unruh stated he enjoyed the joint meeting between the Finney County Commission, Garden City Commission, and Holcomb Council. Commissioner Unruh encouraged the community to attend the Commission Meetings and speak during the public comment portion to make their ideas and voices heard. Commissioner Unruh suggested to those responsible for awarding grant funding to provide a matrix outlining the distribution of the

funds. Commissioner Unruh thanked City staff for keeping the roads clean during the winter weather.

Commissioner Landgraf stated he enjoyed the joint meeting between the Finney County Commission, Garden City Commission, and Holcomb Council. Commissioner Landgraf thanked the State Senators and Legislators for attending the legislative coffee series and stated he is proud to be a part of Garden City.

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Rachelle Powell, Director of Aviation
DATE: March 4, 2025
RE: Airport January 2025 Report

ISSUE:
Presentation of the January 2025 report from the Garden City Regional Airport.

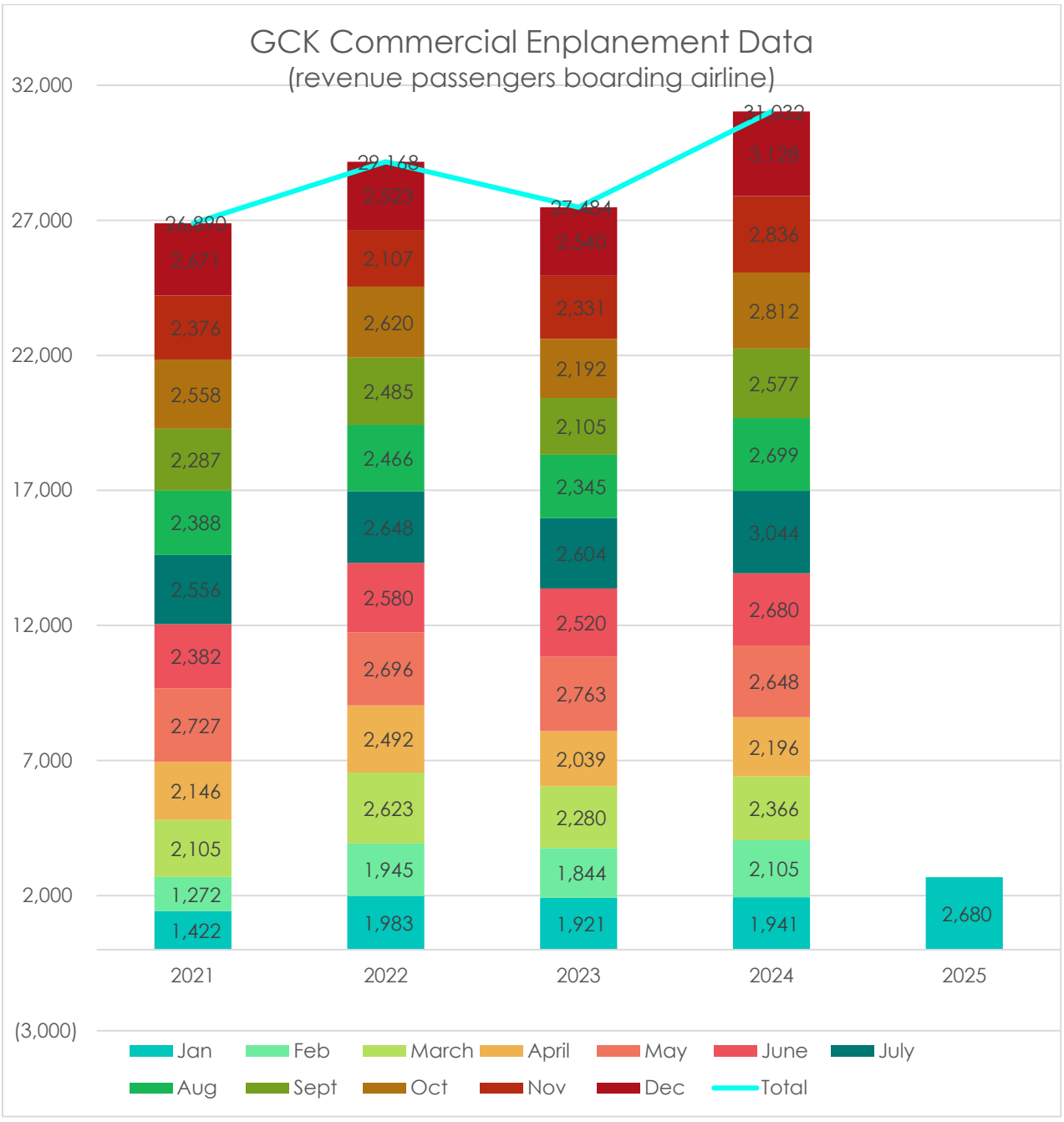
BACKGROUND:
Attached is the Garden City Regional Airport report for January 2025.

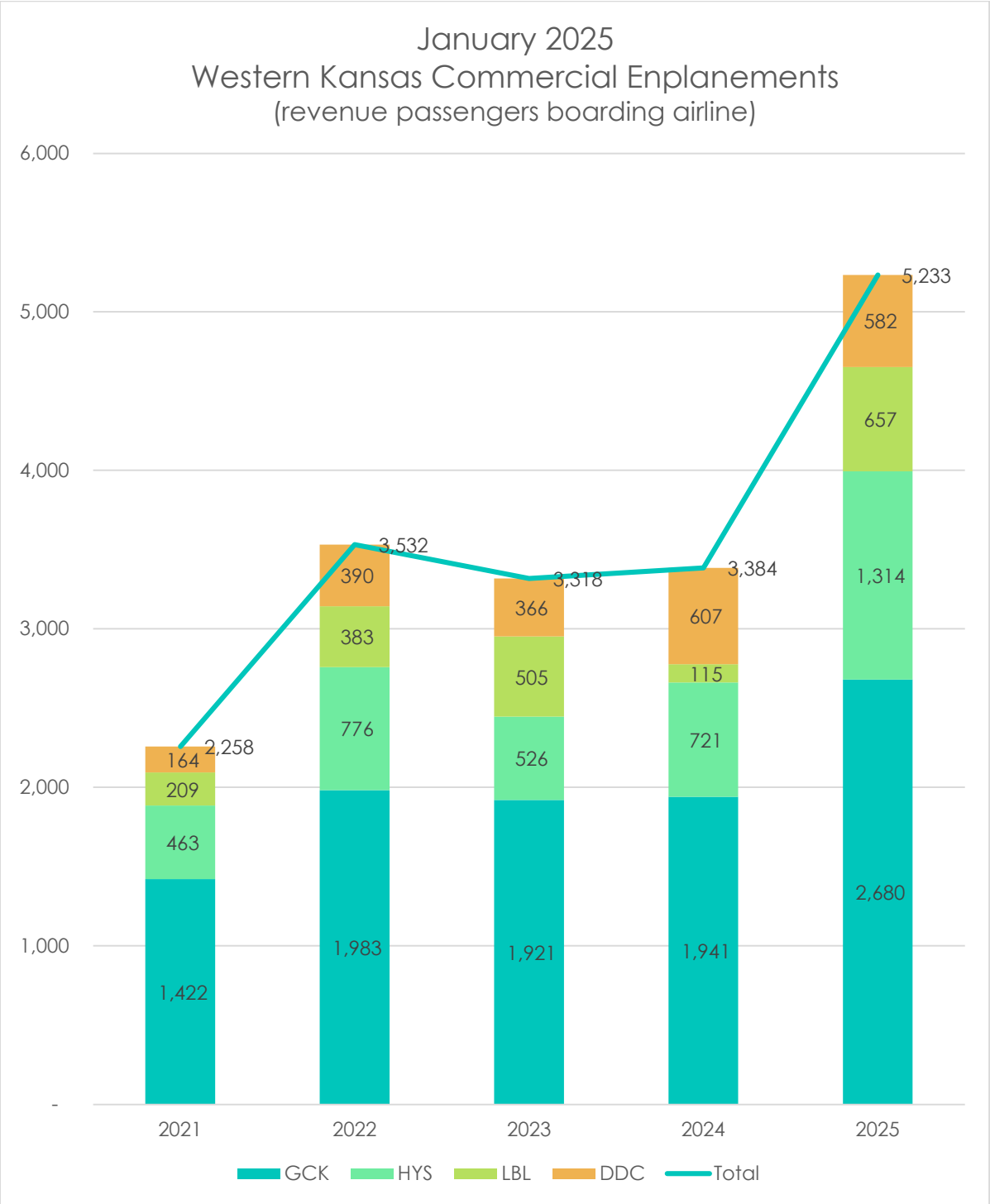
ALTERNATIVES:
None.

RECOMMENDATION:
None.

FISCAL NOTE:
None.

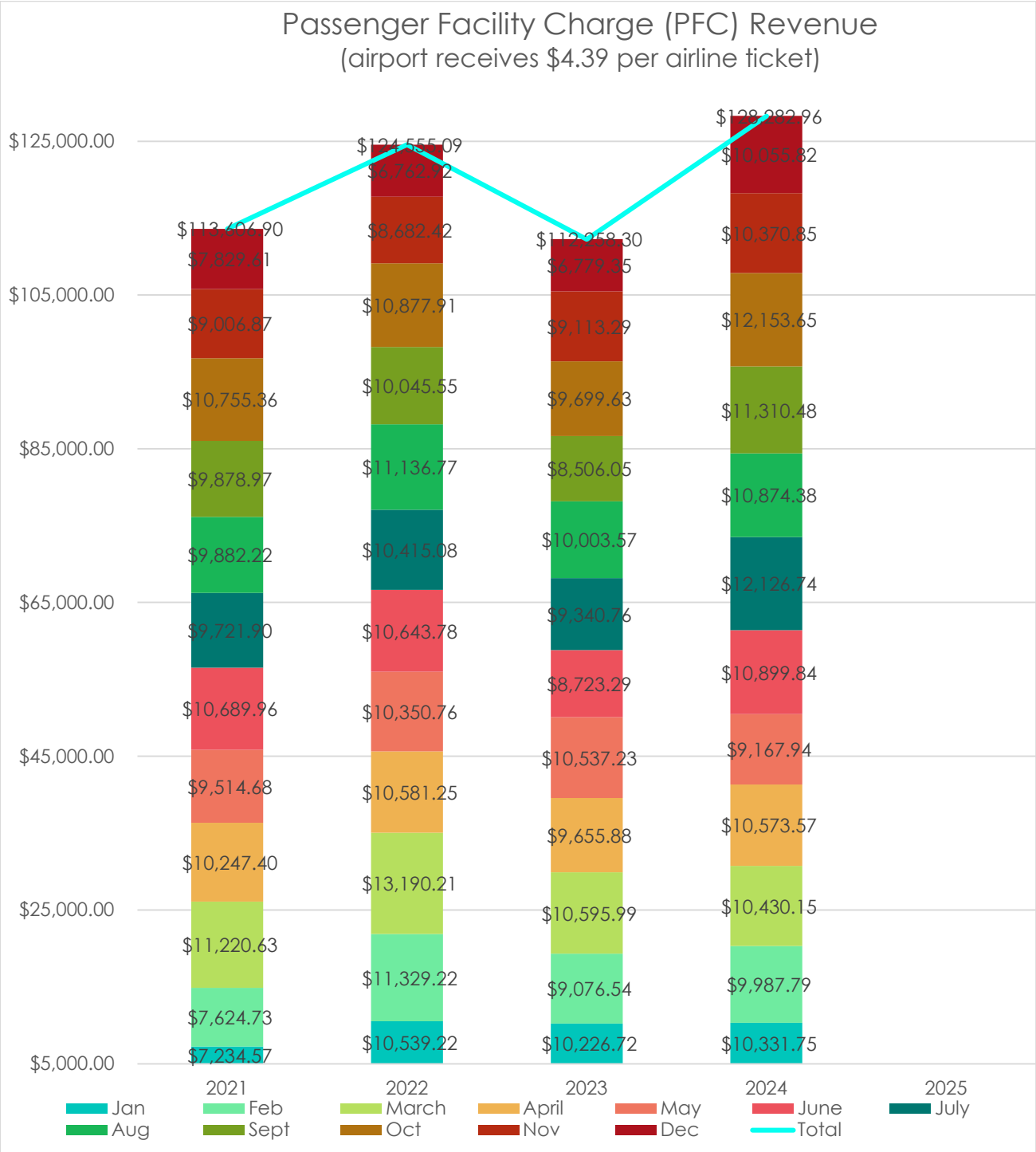
ATTACHMENTS:
Airport January 2025 Monthly Report


GCK Commercial Enplanement Data
(revenue passengers boarding airline)
32,000
27,000
22,000
17,000
12,000
7,000
2,000
(3,000)
2021
2022
2023
2024
2025
1,422
1,272
2,105
2,146
2,727
2,382
2,556
2,388
2,287
2,558
2,376
2,671
1,983
1,945
2,623
2,492
2,696
2,580
2,648
2,466
2,485
2,620
2,107
2,523
1,921
1,844
2,280
2,039
2,763
2,520
2,604
2,345
2,105
2,192
2,331
2,540
1,941
2,105
2,366
2,196
2,648
2,680
3,044
2,699
2,577
2,812
2,836
3,128
2,680
Jan
Feb
March
April
May
June
July
Aug
Sept
Oct
Nov
Dec
Total

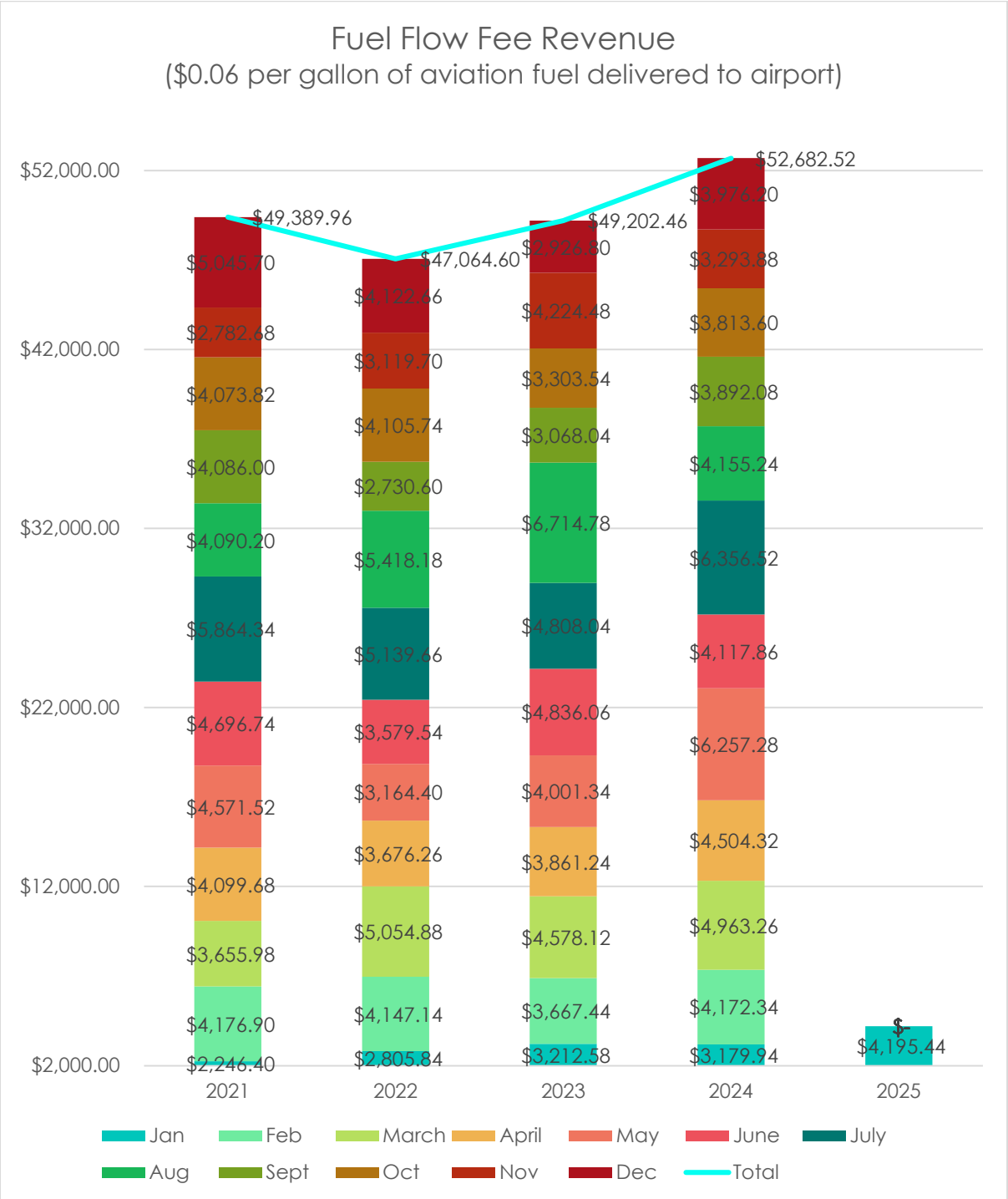

January 2025
Western Kansas Commercial Enplanements
(revenue passengers boarding airline)
6,000
5,000
4,000
3,000
2,000
1,000
-
2021
2022
2023
2024
2025
2,258
3,532
3,318
3,384
5,233
164
209
463
1,422
390
383
776
1,983
366
505
526
1,921
607
115
721
1,941
582
657
1,314
2,680
GCK
HYS
LBL
DDC
Total

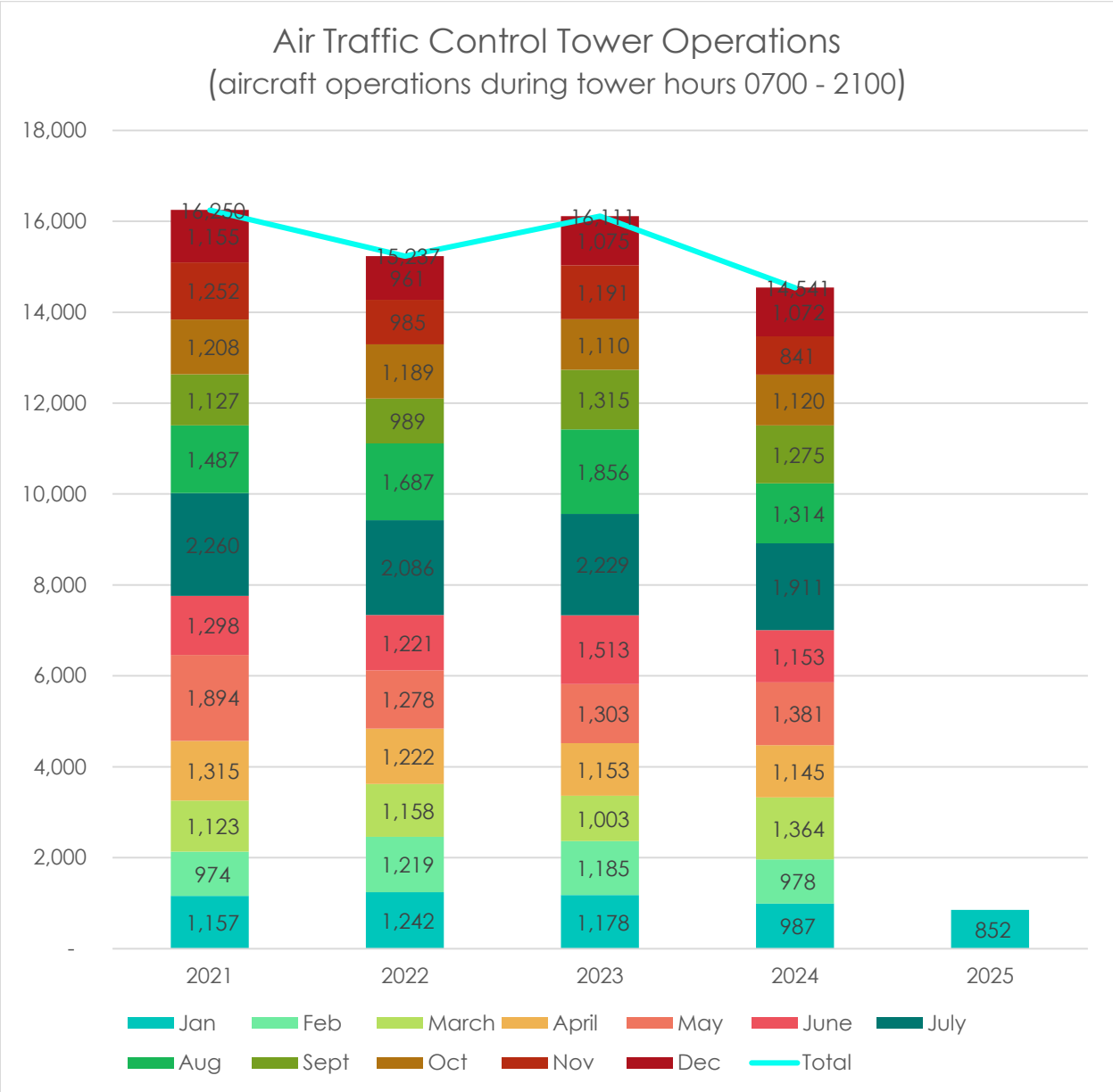
GARDEN CITY
REGIONAL AIRPORT

MONTHLY REPORTS



This report will be delayed as the airline collects the fees and sends it to the airport.


Fuel Flow Fee Revenue
($0.06 per gallon of aviation fuel delivered to airport)
$52,000.00
$42,000.00
$32,000.00
$22,000.00
$12,000.00
$2,000.00
2021
2022
2023
2024
2025
$49,389.96
$47,064.60
$49,202.46
$52,682.52
$5,045.70
$2,782.68
$4,073.82
$4,086.00
$4,090.20
$5,864.34
$4,696.74
$4,571.52
$4,099.68
$3,655.98
$4,176.90
$2,246.40
$4,122.66
$3,119.70
$4,105.74
$2,730.60
$5,418.18
$5,139.66
$3,579.54
$3,164.40
$3,676.26
$5,054.88
$4,147.14
$2,805.84
$2,926.80
$4,224.48
$3,303.54
$3,068.04
$6,714.78
$4,808.04
$4,836.06
$4,001.34
$3,861.24
$4,578.12
$3,667.44
$3,212.58
$3,976.20
$3,293.88
$3,813.60
$3,892.08
$4,155.24
$6,356.52
$4,117.86
$6,257.28
$4,504.32
$4,963.26
$4,172.34
$3,179.94
$-
$4,195.44
Jan
Feb
March
April
May
June
July
Aug
Sept
Oct
Nov
Dec
Total


Air Traffic Control Tower Operations
(aircraft operations during tower hours 0700 - 2100)
18,000
16,000
14,000
12,000
10,000
8,000
6,000
4,000
2,000
-
2021
2022
2023
2024
2025
Jan
Feb
March
April
May
June
July
Aug
Sept
Oct
Nov
Dec
Total
1,157
974
1,123
1,315
1,894
1,298
2,260
1,487
1,127
1,208
1,252
1,155
1,242
1,219
1,158
1,222
1,278
1,221
2,086
1,687
989
1,189
985
961
1,178
1,185
1,003
1,153
1,303
1,513
2,229
1,856
1,315
1,110
1,191
1,075
987
978
1,364
1,145
1,381
1,153
1,911
1,314
1,275
1,120
841
1,072
852

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Daunte Thompson, Planner
DATE: March 4, 2025
RE: Community Health Advisory Board 2024 Annual Report

ISSUE:
Presentation of Community Health Advisory Board 2024 Annual Report.

BACKGROUND:
Attached is the 2024 Annual Report from the Community Health Advisory Board.

ALTERNATIVES:
None.

RECOMMENDATION:
None.

FISCAL NOTE:
None.

ATTACHMENTS:
2024 Board Annual Report

GARDEN CITY
KANSAS

TO: City Commission
FROM: Community Health Advisory Board
DATE: February 11, 2025
SUBJECT: 2024 Annual Board Report

Roy Cessna
Mayor

Tom Nguyen
Commissioner

Bryce Landgraf
Commissioner

Manuel F. Ortiz
Commissioner

Troy R. Unruh
Commissioner

Matthew C. Allen
City Manager

The Community Health Advisory Board (the Board) was established to serve "in an advisory capacity to the Governing Body of the City on policy matters and programs as they relate to community health and physical environment." The Board is "composed of representation from the community including, but not limited to, The Finney County Community Health Coalition, Finney County Health Department, and other health service agencies, groups, or individuals interested in community health issues, with a total of nine (9) representatives."

In 2024, the City Commission authorized $31,500 for the Community Grant. The Board received thirteen applications that total a requested amount of $87,250. At the Board's February meeting, they reviewed all applications and made a recommendation to fund six agencies that totaled $31,500. These agencies included the Kansas Children's Service League, Family Crisis Services, Finney County Committee on Aging, Inc., SWK KISS, LHEAT, and Western Kansas Coalition for First Responders.

Additionally, the Board continued their discussions regarding health access and heard presentations from a couple of speakers, which included a demonstration of the UniteUs platform, and a summary of LiveWell Finney County's assessment, REACH for Southwest Kansas: Opportunities for Physical Activity in Garden City/Finney County. The Board also finalized its work with the Cultural Relations Board, providing recommendations and action items for the Safe & Healthy Community pillar of a Welcoming Garden City.

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

620-276-1160

www.garden-city.org

GARDEN CITY
— KANSAS —

MEMORANDUM

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

ISSUE:

- March 3, 2025 - Governing Body Goal Setting Retreat at the City Administrative Center, Second Floor Meeting Room at 7:30 a.m.
- March 12, 2025 - Garden City Area Chamber of Commerce Breakfast at the Clarion Inn at 7:10 a.m.
- March 15, 2025 - Legislative Coffee at the Garden City Community College Endowment Room at 10:00 a.m.
- March 20, 2025 - Citizens Academy - Session 1 - City Administrative Center at 5:30 p.m.
- March 26, 2025 - Finney County Economic Development Corporation Board of Directors Meeting at the City Administrative Center in the Chambers at 7:30 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.
- April 24, 2025 - Garden City Area Chamber of Commerce Annual Banquet & Business Awards at Garden City Community College at 6:00 p.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: March 4, 2025
RE: 1:30 P.M. Public Hearing for a CID Request for Icon Cinemas

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ISSUE:

1:30 P.M. - Public Hearing for the Governing Body to consider and approve an ordinance creating the Icon Cinemas Community Improvement District and authorizing the levy of a retailers' sales tax within the district.

1. Ordinance No. _____-2025, an ordinance creating the Icon Cinemas Community Improvement District in the City of Garden City, Kansas and authorizing the levy of a Community Improvement District Retailers' Sales Tax to be collected within the 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.

On February 4, 2025, the City Commission adopted Resolution No. 3157-2025 establishing a public hearing related to the CID request to give members of the public an opportunity to speak on the proposed project.

The project is anticipated to include two 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, a beer garden and related concession and kitchen areas.

After the public hearing has concluded, the Governing Body is asked to consider creating a CID district, known as the Icon Cinemas CID and authorize the levy of a CID retailers' sales tax to be collected within the district in an amount of 2% to pay a portion of the project costs.

There is a pre-condition tied to adoption of the ordinance. The City and Icon Cinemas must enter into a development agreement regarding the final terms of the CID before the ordinance is published and effective.

City Bond Counsel Mary Carson has assisted in the preparation of the attached ordinance which has also been reviewed and approved by the developer.

ALTERNATIVES:

1. The Governing Body may approve the ordinance creating the Icon Cinemas Community Improvement District and authorizing the levy of a retailers' sales tax within the district.
2. The Governing Body may not approve the ordinance and provide staff with alternative direction.

RECOMMENDATION:

Staff recommends the Governing Body approve the ordinance creating the Icon Cinemas Community Improvement District and authorizing the levy of a retailers' sales tax within the district.

FISCAL NOTE:

There is no fiscal impact to the City by creating the Community Improvement District.

ATTACHMENTS:

Ordinance No. ____-2025 (Establishing the CID)

(Published in the *Garden City Telegram* on _____ ___, 2025)

ORDINANCE NO. ____-2025

AN ORDINANCE CREATING THE ICON CINEMAS COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF GARDEN CITY, KANSAS AND AUTHORIZING THE LEVY OF A COMMUNITY IMPROVEMENT DISTRICT RETAILERS' SALES TAX TO BE COLLECTED WITHIN THE DISTRICT

WHEREAS, pursuant to K.S.A. 12-6a26 *et seq*., as amended (the "Act"), the City of Garden City, Kansas (the "City") is authorized to create community improvement districts in the City for economic development purposes and for any other purpose for which public money may be expended; and

WHEREAS, on January 17, 2025 a petition (the "Petition") was submitted to the City Clerk signed by S&K Cinema Holdings Group, Inc., the owner by contract, and Lucky 4, LLC, the owners of record, 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 (the "Petitioner") requesting (i) the creation of a community improvement district under the Act to be known as the Icon Cinemas Community Improvement District (the "CID"), (ii) the construction of the Project as described in the Petition and authorized by the Act (the "Project"), and (iii) the imposition of a community improvement district sales tax within the CID in the amount of 2.0% to pay a portion of the costs of the Project (the "CID Sales Tax"); and

WHEREAS, pursuant to the Act and Resolution No. 3157-2025 adopted February 4, 2025, and after providing notice of hearing as required by the Act, a public hearing on the creation of the CID and the imposition of the CID Sales Tax was opened on March 4, 2025, and all interested parties were given an opportunity to be heard; and

WHEREAS, the governing body of the City finds and determines it is in the best interest of the City and in furtherance of the purposes of the Act to create the CID and authorize levy of the CID Sales Tax.

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

SECTION 1. Creation of District. The CID is created within the City and shall be designated the Icon Cinema Community Improvement District. The legal description of the CID is attached as **Exhibit A** and the boundaries of the District are depicted on the map attached as **Exhibit B**.

SECTION 2. Project and Project Costs. The Project is authorized and generally described as commercial development of the property in the 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, along with related and necessary improvements as authorized by the Act and to be further described in a Development Agreement between the City and S&K Cinema Holdings Group, Inc. (the "Developer"), as developer of the Project (the "Development Agreement"). The Project is located at 3737 E. Kansas Avenue, on the land described in **Exhibit A** and **Exhibit B** to this ordinance, in the city of Garden City, Finney County, Kansas. The estimated cost of the Project is described in the Development Agreement and a portion of such costs are expected to be reimbursed from the CID Sales Tax revenue, if authorized by the Act and the Development Agreement.

SECTION 3. Method of Finance. The portion of Project cost to be financed from revenues of the CID Sales Tax will be funded on a pay-as-you-go basis, as defined in the Act. No special assessments will be levied under the Act and no bonds of the City will be issued under the Act.

SECTION 4. Levy of Sales Tax. Pursuant to the Act, a 2.00% retailers' sales tax shall be levied within the CID on the selling of tangible personal property at retail or rendering or furnishing of services taxable under provisions of the Kansas retailers' sales tax act, as amended. The imposition of the CID Sales Tax is intended to begin on the date that the first retail user within the CID is open for business, and after the levy of the tax is approved by the Kansas Department of Revenue (KDOR), or any other effective date the City may approve by ordinance if a change in the effective date of the CID Sales Tax is requested by the Developer and such date is approved by KDOR. The CID Sales Tax shall be administered, collected by the KDOR, subject to the provisions of the Act, the Development Agreement between the City and Developer, K.S.A. 12-187 *et seq*., and rules and regulations of the KDOR.

SECTION 5. Development Agreement; Pre-condition to Publication and Effectiveness of Ordinance. As a pre-condition to the City Clerk's publication of this ordinance, the City and the Developer shall enter into the Development Agreement, in substantially the form prepared by the City's attorneys and attorneys representing the Developer, further describing the Project and the costs thereof, setting forth the terms and conditions of the Developer's construction and completion of the CID Project, as well as the reimbursement procedures for CID Eligible Project Costs identified therein. Upon the effective date of this Ordinance, the Mayor and City Clerk are authorized and directed to execute the Development Agreement, with such changes as may be recommended by City staff and legal counsel and approved by the Mayor.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect from and after passage by the governing body and publication one time in the official City newspaper; provided this Ordinance shall not be published until the City and Developer have completed a mutually acceptable Development Agreement as described in Section 5. When this Ordinance is effective, the City Clerk shall provide a certified copy of the ordinance to the Kansas Department of Revenue. This Ordinance shall also be recorded in the office of the Finney County Register of Deeds, as required by the Act.

[Remainder of Page Intentionally Left Blank]

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

CITY OF GARDEN CITY, KANSAS

[seal]

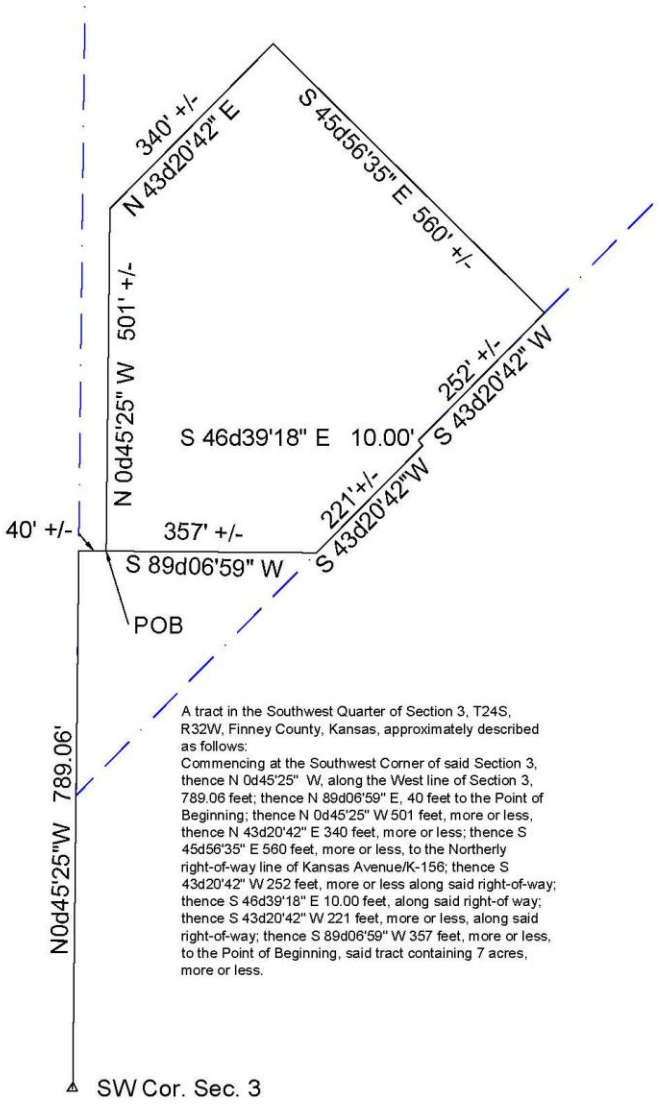
By_____
Roy Cessna, Mayor

ATTEST:

By_____
Celyn N. Hurtado, City Clerk

EXHIBIT A

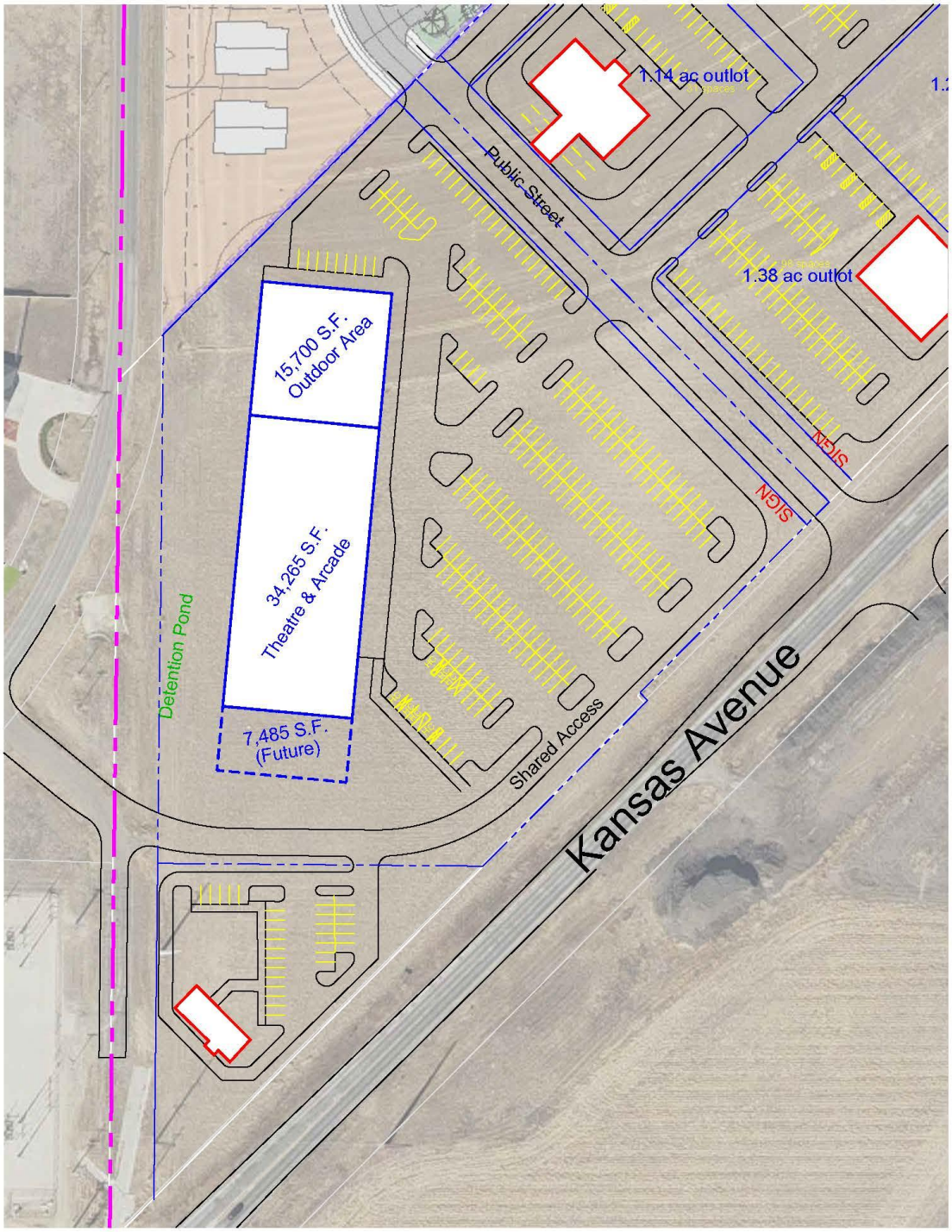
(Legal Description of Icon Cinema Community Improvement District)



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 Icon Cinema Community Improvement District)



TWG REF: 2147907
CID Ordinance

EXCERPT OF MINUTES

The governing body of the City of Garden City, Kansas, met in regular session at the usual meeting place in the City on March 4, 2025, at 1:30 p.m., Central Time, with Mayor Roy Cessna presiding, and the following members of the governing body present:

The following members were absent:

The Mayor opened a public hearing on creation of the proposed Icon Cinema Community Improvement District and the levy of a sales tax within the proposed district pursuant to public notice given as authorized by Resolution No. 3157-2025. All persons present to speak to the issue were heard. The Mayor closed the public hearing.

An Ordinance was presented to the governing body entitled:

AN ORDINANCE CREATING THE ICON CINEMAS COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF GARDEN CITY, KANSAS AND AUTHORIZING THE LEVY OF A COMMUNITY IMPROVEMENT DISTRICT RETAILERS' SALES TAX TO BE COLLECTED WITHIN THE DISTRICT

The Ordinance was considered and discussed; and on motion of _____, seconded by _____, the Ordinance passed by the following vote of the governing body:

Yes:

No:

The Ordinance was assigned No. ____- 2025.

****

CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

I certify that the foregoing is a true and correct Excerpt of Minutes of the March 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: Fred Jones, Water Resource Manager
DATE: March 4, 2025
RE: 2025 Retail Water and Sewer Rate Adjustment

ISSUE:

The Governing Body is asked to consider and approve an ordinance adjusting retail water and sewer rates as identified in the Water, Wastewater, and Drainage Utility Rate study conducted by Professional Engineering Consultants, P.A.

1. Ordinance No. _____-2025 An ordinance establishing rates, charges, classifications, definitions, and certain rules for users of the municipal water distribution system and the municipal sanitary sewer collection system of the City of Garden City, Kansas; amending current Code Sections 90-177, 90-201, and 90-204; repealing current Code Sections 90-177, 90-201, and 90-204; all to the Code of Ordinances of the City of Garden City, Kansas.

BACKGROUND:

At the Governing Body pre-meeting on February 4, 2025, Professional Engineering Consultants (PEC) gave a presentation on the Water, Wastewater, and Drainage Utility Rate Study. The presentation was presented again to the Public Utilities Advisory Board at their February 6, 2025 meeting. The recommendation from the PUAB was approved by the Governing Body on February 18, 2025.

The Study evaluated data regarding historical revenues, resource consumption, capital expenses, personnel, and administrative costs of the Utilities. PEC then paired that information with estimates of future conditions regarding growth, capital improvements, addressing aging infrastructure, and regulatory requirements.

The planning period for this rate study and recommendations presented by PEC address projected revenue requirements from 2025 to 2029. PEC recommends evaluating revenues throughout the planning period and conducting another rate study at the end of the planning period. The study recommend the following changes to Water and Wastewater Rates:

- A four percent (4%) increase annually to the Water Minimum Monthly Charge from 2025 to 2029. The current Minimum Monthly Charge is referenced in the Code of Ordinances Sec. 90-177(1)(e).
- A four percent (4%) increase annually to the water consumption charge in the Net Monthly Rate Schedule from 2025 to 2029. The current Net Monthly Rate Schedule is referenced in the Code of Ordinances Sec. 90-177(1)(d).
- A six percent (6%) increase annually to the Wastewater Schedule of Charges from 2025 to 2029. The current Wastewater Schedule of Charges is referenced in the Code of Ordinances

Sec. 90-204.

ALTERNATIVES:

1. The Governing Body may choose to approve the ordinance amending retail water and sewer rates in City Code Sections 90-177, 90-201 and 90-204 of the Code of Ordinances.
2. The Governing Body may choose not to approve the ordinance amending retail water and sewer rates in City Code Sections 90-177, 90-201 and 90-204 of the Code of Ordinances.
3. The Governing Body may choose to direct staff to present alternate ordinance at a future meeting.

RECOMMENDATION:

Staff recommends Alternative 1, approve Ordinance No. _____-2025, amending retail water and sewer rates in City Code Sections 90-177, 90-201 and 90-204 of the Code of Ordinances.

FISCAL NOTE:

Amending City Code Sections 90-177, 90-201 and 90-204 have the following effect on revenues to the Water and Wastewater Fund:

- The Minimum Monthly Charge for the Water Utility will increase four-percent.
- The Base Charges for the Sewer Utility will increase six-percent.
- Water Consumption Charges will increase four-percent.
- Sewer Consumption Charges for Residential and Commercial use will increase six-percent.

ATTACHMENTS:

Ordinance (Water & Sewer Rates) w/edits highlighted
Ordinance (Water & Sewer Rates)

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

MODIFICATIONS MADE
New Language
Deleted Language
Minor Edits

ORDINANCE NO. _____-2025

AN ORDINANCE ESTABLISHING RATES, CHARGES, CLASSIFICATIONS, DEFINITIONS, AND CERTAIN RULES FOR USERS OF THE MUNICIPAL WATER DISTRIBUTION SYSTEM AND THE MUNICIPAL SANITARY SEWER COLLECTION SYSTEM OF THE CITY OF GARDEN CITY, KANSAS; AMENDING CURRENT CODE SECTIONS 90-177, 90-201, AND 90-204; REPEALING CURRENT CODE SECTIONS 90-177, 90-201, AND 90-204; 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. Section 90-177 of the Code of Ordinances of the City of Garden City, Kansas, is hereby amended to read as follows:

Section 90-177. Water rates.

The monthly water rates required to be charged and collected by the city for water service furnished by the city shall be as follows:

(1) *Rates for residential and commercial water used inside the corporate limits of the city:*

(a) *Availability.* Water service under this rate schedule is available within the corporate limits of the city.

(b) *Applicability for Residential Water Service.* Water service under this schedule is applicable in individually metered service units for single and multifamily and for multiple service units served through single service connections, all of which are considered dwelling units. The city reserves the right to require special contracts in the case of unusual water requirements.

(c) *Applicability for Commercial Water Service.* Water service under this schedule is applicable to individually metered service units and for multiple service units served through single service connections, all of which are considered for commercial or industrial type use. The city reserves the right to require special contracts in case of unusual water requirements.

(d) The rates scheduled in this section shall apply and be figured on the consumption of water by the 1,000 gallons, or fraction thereof, to the nearest 100 gallons.

(e) *Net monthly rate schedule:*

	Residential	Residential	Residential	Residential	Commercial
Year	0 - 15,000 gallons (Charge per 1,000 gallons)	15,001 - 30,000 gallons (Charge per 1,000 gallons)	30,001 - 60,000 gallons (Charge per 1,000 gallons)	60,001+ or more gallons (Charge per 1,000 gallons)	All Water Usage (Charge per 1,000 gallons)
October 1, 2020 to May 31, 2021 April 1, 2025 to March 31, 2026	$2.68 $3.13	$3.05 $3.58	$3.65 $4.27	$4.47 $5.23	$2.77 $3.24

June 1, 2021 to May 31, 2022 April 1, 2026 to March 31, 2027	$2.90 $3.26	$3.30 $3.72	$3.95 $4.45	$4.83 $5.44	$3.00 $3.37
June 1, 2022 to May 31, 2023 April 1, 2027 to March 31, 2028	$2.95 $3.39	$3.37 $3.87	$4.03 $4.62	$4.93 $5.66	$3.06 $3.51
June 1, 2023 to May 31, 2024 April 1, 2028 to March 31, 2029	$3.01 $3.52	$3.44 $4.02	$4.11 $4.81	$5.03 $5.88	$3.12 $3.65
April 1, 2029 to March 31, 2030 and thereafter	$3.66	$4.19	$5.00	$6.12	$3.80

(f) *Minimum monthly charge.* The minimum monthly charge shall be determined by the size of the meter and main tap through which individual service units, and for multiple serviced units served through single service connections, and shall be charged according to the following schedule at such time as service is made available following application therefore:

Minimum Monthly Charge for Residential and Commercial Water Service

Meter Size (in.)	October 1, 2020 to May 31, 2021 April 1, 2025 to March 31, 2026	June 1, 2021 to May 31, 2022 April 1, 2026 to March 31, 2027	June 1, 2022 to May 31, 2023 April 1, 2027 to March 31, 2028	June 1, 2023 to May 31, 2024 April 1, 2028 to March 31, 2029	April 1, 2029 to March 31, 2030 and thereafter
3/4	$ 20.36 $24.67	$ 21.53 $25.66	$ 22.65 $26.68	$ 23.72 $27.75	$28.86
1	$ 23.10 $27.52	$ 24.27 $28.62	$ 25.39 $29.76	$ 26.46 $30.95	$32.19
1.5	$ 27.67 $32.27	$ 28.84 $33.56	$ 29.96 $34.90	$ 31.03 $36.30	$37.75
2	$ 43.65 $48.89	$ 44.82 $50.85	$ 45.94 $52.88	$ 47.01 $55.00	$57.19
3	$ 77.89 $84.50	$ 79.06 $87.88	$ 80.18 $91.40	$ 81.25 $95.05	$98.85
4	$111.6 $119.64	$112.85 $124.43	$113.97 $129.40	$115.04 $134.58	$139.96
6	$146.38 $155.73	$147.55 $161.96	$148.67 $168.44	$149.74 $175.17	$182.18
8	$237.70 $250.70	$238.87 $260.73	$239.99 $271.16	$241.06 $282.01	$293.29
*10	$271.94 $286.31	$273.11 $297.76	$274.23 $309.68	$275.30 $322.06	$334.94

***Water Usage Rates:** Cover operations, maintenance, contract engineering and planned improvements and purchases.

(g) *Delayed payment.* The total amount based upon the net monthly rates and minimum monthly charge specified herein in this section is are due on the date indicated on the bill. After that date, the amount due will be increased by five percent (5%).

(2) *Rates for residential and commercial water used outside the corporate limits of the city:*

(a) *Availability.* Water service under this rate schedule is available outside the corporate limits of the city; provided, that water service shall not be made available for use outside the corporate limits of the city in any manner whatsoever, except upon specific approval of the governing body.

(b) *Applicability.* Service under this schedule is applicable to individually metered service units and multiple service units served through single service connections for all normal water use.

(c) *Net monthly rate.* The rate for water service outside the corporate limits shall be two (2) times the rate established for like service within the corporate limits. Bills shall be computed under the inside city rate and multiplied by two (2).

(d) *Minimum monthly charge.* The minimum monthly charge is computed on a per meter basis and shall be two (2) times the minimum monthly charge for the same size of service connection inside the city.

(e) *Delayed payment.* The total amount based upon the net monthly rates and minimum monthly charge specified herein in this section is are due on the date indicated on the bill. After that date, the amount due will be increased by five percent (5%).

SECTION 2. Section 90-201 of the Code of Ordinances of the City of Garden City, Kansas, is hereby amended to read as follows:

Section 90-201. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning: The following terms for purposes of this subdivision shall be defined as follows:

(1) *Service Unit* – Any "service unit" as such term is defined by Section 90-178, and amendments thereto.

(2) *User* means – a person or legal entity producing or causing to be produced wastewater requiring processing and treatment to remove pollutants and having premises connected to the wastewater collection and treatment system.

(3) *Wastewater* means – is synonymous with sewage and the two terms may be interchanged without altering the meaning of either.

(4) *Wastewater collection and treatment system* means – a system including sanitary sewers, sewer mains, pump stations, processing and treating facilities, holding ponds, etc., all used for the gathering, transporting and treating of wastewater prior to its reentry into rivers, streams or other bodies of water the municipal system used for the gathering, transporting, and treating of wastewater prior to its reentry into rivers, streams, or other bodies of water and any of its infrastructure and equipment, together with any appurtenance or ancillary component related thereto, including, but not limited to, any sanitary sewers, sewer mains, pump stations, processing and treating facilities, and holding ponds.

SECTION 3. Section 90-204 of the Code of Ordinances of the City of Garden City, Kansas, is hereby amended to read as follows:

Section 90-204. Wastewater schedule of charges.

The monthly wastewater disposal system rates required and to be charged and collected through its officers and agents for the use and services rendered by the wastewater disposal system of the city, the same being a part of the water and sewage system of the city, shall be as follows: The monthly wastewater rates required to be charged and collected by the city for wastewater service furnished by the city shall be as follows:

(1) *Residential use.* For each service unit using the city's water and sewage system for domestic purposes in a one-family residence, or one-family apartment, or private rooming house, none of which offer for rent more than three sleeping rooms not equipped for light housekeeping, or separately metered multifamily dwelling, or separately metered home in a manufactured home park or separately metered unit in a motel, used and occupied as a residence and having a wastewater connection directly or indirectly with the wastewater disposal system of the city, a monthly charge based on the quantity of water used on the premises furnished with such wastewater service, for users or customers within the corporate limits of the city shall be as follows:

Effective for October 1, 2018 and thereafter

Base charge, per month.....$9.50
Plus, for each 1,000 gallons, per month.....$2.00
The maximum monthly charge will not exceed.....$67.00

April 1, 2025 to March 31, 2026:

Base charge, per month.....$10.07
Plus, for each 1,000 gallons, per month.....$2.12
The maximum monthly charge will not exceed.....$67.00

April 1, 2026 to March 31, 2027:

Base charge, per month.....$10.67
Plus, for each 1,000 gallons, per month.....$2.25
The maximum monthly charge will not exceed.....$67.00

April 1, 2027 to March 31, 2028:

Base charge, per month.....$11.31
Plus, for each 1,000 gallons, per month.....$2.38
The maximum monthly charge will not exceed.....$67.00

April 1, 2028 to March 31, 2029:

Base charge, per month.....$11.99
Plus, for each 1,000 gallons, per month.....$2.52
The maximum monthly charge will not exceed.....$67.00

April 1, 2029 to March 31, 2030 and thereafter:

Base charge, per month.....$12.71

Plus, for each 1,000 gallons, per month.....$2.68
The maximum monthly charge will not exceed.....$67.00

(2) *Single metered multifamily use.* For each service unit using the city's water and sewage system for domestic purposes where a multifamily dwelling (duplex and greater), apartment, single-family apartment or private rooming house in which more than three rooms are rented or available to rent to transient or permanent roomers having a wastewater connection directly or indirectly with the wastewater disposal system of the city and a water connection to the water system of the city through a single or master meter, a monthly charge for users or customers within the corporate limits of the city shall be as follows:

Effective for October 1, 2018 and thereafter

$21.50 per dwelling unit, billed to the tenant or occupant.

April 1, 2025 to March 31, 2026:

$22.79 per dwelling unit, billed to the tenant or occupant

April 1, 2026 to March 31, 2027:

$24.16 per dwelling unit, billed to the tenant or occupant

April 1, 2027 to March 31, 2028:

$25.61 per dwelling unit, billed to the tenant or occupant

April 1, 2028 to March 31, 2029:

$27.14 per dwelling unit, billed to the tenant or occupant

April 1, 2029 to March 31, 2030 and thereafter:

$28.77 per dwelling unit, billed to the tenant or occupant

(3) *Single metered mobile homes or manufactured housing.* For each service unit using the city's water and sewage system for domestic purposes where a mobile home or manufactured housing unit having a wastewater connection directly or indirectly with the wastewater disposal system of the city and a water connection to the water system of the city through a single or master meter, a monthly charge for users or customers within the corporate limits of the city shall be as follows:

Effective for October 1, 2018 and thereafter

$21.50 per dwelling unit, billed to the master water meter account.

April 1, 2025 to March 31, 2026:

$22.79 per dwelling unit, billed to the tenant or occupant

April 1, 2026 to March 31, 2027:

$24.16 per dwelling unit, billed to the tenant or occupant

April 1, 2027 to March 31, 2028:

$25.61 per dwelling unit, billed to the tenant or occupant

April 1, 2028 to March 31, 2029:

$27.14 per dwelling unit, billed to the tenant or occupant

April 1, 2029 to March 31, 2030 and thereafter:

$28.77 per dwelling unit, billed to the tenant or occupant

(4) *Commercial use.* For each service unit using the city's water and sewerage system for commercial purposes or a combination of commercial and domestic purposes, including any commercial enterprise or business activity where the public is invited to come for service rendered or for the transaction of business, or where any service-connected outbuilding or appurtenances on the same premises is used as a place of any professional office or the rendering of a professional service; or where any manufacturing, processing or building activity is conducted for hire or profit; or where service is taken for resale or shared with others; public rooming house; hotel; motel; sports field; church; school or other institution; or any other separately metered commercial enterprise having a wastewater connection directly or indirectly with the wastewater disposal system of the city, a monthly charge based on the quantity of water used on the premises furnished with such wastewater service, for users or customers within the corporate limits of the city shall be as follows:

Effective for October 1, 2018 and thereafter

Base charge, per month.....$14.50
Plus, for each 1,000 gallons, per month.....$2.00

April 1, 2025 to March 31, 2026:

Base charge, per month.....$15.37
Plus, for each 1,000 gallons, per month.....$2.12

April 1, 2026 to March 31, 2027:

Base charge, per month.....$16.29
Plus, for each 1,000 gallons, per month.....$2.25

April 1, 2027 to March 31, 2028:

Base charge, per month.....$17.27
Plus, for each 1,000 gallons, per month.....$2.38

April 1, 2028 to March 31, 2029:

Base charge, per month.....$18.31
Plus, for each 1,000 gallons, per month.....$2.52

April 1, 2029 to March 31, 2030 and thereafter:

Base charge, per month.....$19.40
Plus, for each 1,000 gallons, per month.....$2.68

(5) *Water not obtained for city.* If, on any premises, except a single-family dwelling, connected with the wastewater disposal system of the city's, water is obtained from a source other than the city's water and sewage system, then the user shall at the user's expense, install and maintain on such premises a water meter satisfactory to the director of public utilities or his representative, which shall measure all water received on such premises from all sources, or such water obtained from sources other than the city's water and sewage system, may be measured and determined by other records kept and maintained by such user and open to inspection by and acceptable to the city's representative and in such cases, the wastewater service charge to be made against such premises shall be based on the aggregate quantity of water received on said premises from the city's water and sewage system and all other sources.

(6) *User outside city limits.* For users or customers outside the corporate limits of the city entitled to use the city's wastewater disposal system by virtue of consent of the governing body, the rates for such use shall be double those prescribed under subsections (1), (2), (3), (4), and (5).

SECTION 4. **REPEAL.** Sections 90-177, 90-201, and 90-204 of the Code of Ordinances of the City of Garden City, Kansas, as previously existing, shall be and the same are hereby repealed, to be replaced as specified herein, upon the effective date of this ordinance.

SECTION 5. **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, then 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 due to any part or portion of the Through Truck Route, as defined herein, not being within the corporate limits of Garden City, Kansas.

SECTION 6. **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 7. **EFFECTIVE DATE; PUBLICATION.** 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, the 4th day of March, 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\WATER\Rates\2025\Ordinance.90-177, 204(Water & Sewer Rates).City-Commission-Final(changes shown).docx

ORDINANCE NO. _____-2025

AN ORDINANCE ESTABLISHING RATES, CHARGES, CLASSIFICATIONS, DEFINITIONS, AND CERTAIN RULES FOR USERS OF THE MUNICIPAL WATER DISTRIBUTION SYSTEM AND THE MUNICIPAL SANITARY SEWER COLLECTION SYSTEM OF THE CITY OF GARDEN CITY, KANSAS; AMENDING CURRENT CODE SECTIONS 90-177, 90-201, AND 90-204; REPEALING CURRENT CODE SECTIONS 90-177, 90-201, AND 90-204; 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. Section 90-177 of the Code of Ordinances of the City of Garden City, Kansas, is hereby amended to read as follows:

Section 90-177. Water rates.

The monthly water rates required to be charged and collected by the city for water service furnished by the city shall be as follows:

(1) *Rates for residential and commercial water used inside the corporate limits of the city:*

(a) *Availability.* Water service under this rate schedule is available within the corporate limits of the city.

(b) *Applicability for Residential Water Service.* Water service under this schedule is applicable in individually metered service units for single and multifamily and for multiple service units served through single service connections, all of which are considered dwelling units. The city reserves the right to require special contracts in the case of unusual water requirements.

(c) *Applicability for Commercial Water Service.* Water service under this schedule is applicable to individually metered service units and for multiple service units served through single service connections, all of which are considered for commercial or industrial type use. The city reserves the right to require special contracts in case of unusual water requirements.

(d) The rates scheduled in this section shall apply and be figured on the consumption of water by the 1,000 gallons, or fraction thereof, to the nearest 100 gallons.

(e) *Net monthly rate schedule:*

	Residential	Residential	Residential	Residential	Commercial
Year	0 - 15,000 gallons (Charge per 1,000 gallons)	15,001 - 30,000 gallons (Charge per 1,000 gallons)	30,001 - 60,000 gallons (Charge per 1,000 gallons)	60,001or more gallons (Charge per 1,000 gallons)	All Water Usage (Charge per 1,000 gallons)
April 1, 2025 to March 31, 2026	$3.13	$3.58	$4.27	$5.23	$3.24
April 1, 2026 to March 31, 2027	$3.26	$3.72	$4.45	$5.44	$3.37

April 1, 2027 to March 31, 2028	$3.39	$3.87	$4.62	$5.66	$3.51
April 1, 2028 to March 31, 2029	$3.52	$4.02	$4.81	$5.88	$3.65
April 1, 2029 to March 31, 2030 and thereafter	$3.66	$4.19	$5.00	$6.12	$3.80

(f) *Minimum monthly charge.* The minimum monthly charge shall be determined by the size of the meter and main tap through which individual service units, and for multiple serviced units served through single service connections, and shall be charged according to the following schedule at such time as service is made available following application therefore:

Minimum Monthly Charge for Residential and Commercial Water Service

Meter Size (in.)	April 1, 2025 to March 31, 2026	April 1, 2026 to March 31, 2027	April 1, 2027 to March 31, 2028	April 1, 2028 to March 31, 2029 and thereafter	April 1, 2029 to March 31, 2030 and thereafter
3/4	$24.67	$25.66	$26.68	$27.75	$28.86
1	$27.52	$28.62	$29.76	$30.95	$32.19
1.5	$32.27	$33.56	$34.90	$36.30	$37.75
2	$48.89	$50.85	$52.88	$55.00	$57.19
3	$84.50	$87.88	$91.40	$95.05	$98.85
4	$119.64	$124.43	$129.40	$134.58	$139.96
6	$155.73	$161.96	$168.44	$175.17	$182.18
8	$250.70	$260.73	$271.16	$282.01	$293.29
10	$286.31	$297.76	$309.68	$322.06	$334.94

(g) *Delayed payment.* The total amount based upon the net monthly rate and minimum monthly charge specified in this section are due on the date indicated on the bill. After that date, the amount due will be increased by five percent (5%).

(2) *Rates for residential and commercial water used outside the corporate limits of the city:*

(a) *Availability.* Water service under this rate schedule is available outside the corporate limits of the city; provided, that water service shall not be made available for use outside the corporate limits of the city in any manner whatsoever, except upon specific approval of the governing body.

(b) *Applicability.* Service under this schedule is applicable to individually metered service units and multiple service units served through single service connections for all water use.

(c) *Net monthly rate.* The rate for water service outside the corporate limits shall be two (2) times the rate established for like service within the corporate limits. Bills shall be computed under the inside city rate and multiplied by two (2).

(d) *Minimum monthly charge.* The minimum monthly charge is computed on a per meter basis and shall be two (2) times the minimum monthly charge for the same size of service connection inside the city.

(e) *Delayed payment.* The total amount based upon the net monthly rate and minimum monthly charge specified in this section are due on the date indicated on the bill. After that date, the amount due will be increased by five percent (5%).

SECTION 2. Section 90-201 of the Code of Ordinances of the City of Garden City, Kansas, is hereby amended to read as follows:

Section 90-201. Definitions.

The following terms for purposes of this subdivision shall be defined as follows:

(1) *Service Unit* – Any "service unit" as such term is defined by Section 90-178, and amendments thereto.

(2) *User* – a person or legal entity producing or causing to be produced wastewater requiring processing and treatment to remove pollutants and having premises connected to the wastewater collection and treatment system.

(3) *Wastewater* – is synonymous with sewage and the two terms may be interchanged without altering the meaning of either.

(4) *Wastewater collection and treatment system* – the municipal system used for the gathering, transporting, and treating of wastewater prior to its reentry into rivers, streams, or other bodies of water and any of its infrastructure and equipment, together with any appurtenance or ancillary component related thereto, including, but not limited to, any sanitary sewers, sewer mains, pump stations, processing and treating facilities, and holding ponds.

SECTION 3. Section 90-204 of the Code of Ordinances of the City of Garden City, Kansas, is hereby amended to read as follows:

Section 90-204. Wastewater schedule of charges.

The monthly wastewater rates required to be charged and collected by the city for wastewater service furnished by the city shall be as follows:

(1) *Residential use.* For each service unit using the city's water and sewage system for domestic purposes in a one-family residence, or one-family apartment, or private rooming house, none of which offer for rent more than three sleeping rooms not equipped for light housekeeping, or separately metered multifamily dwelling, or separately metered home in a manufactured home park or separately metered unit in a motel, used and occupied as a residence and having a wastewater connection directly or indirectly with the wastewater disposal system of the city, a monthly charge based on the quantity of water used on the premises furnished with such wastewater service, for users or customers within the corporate limits of the city shall be as follows:

April 1, 2025 to March 31, 2026:

Base charge, per month.....$10.07
Plus, for each 1,000 gallons, per month.....$2.12
The maximum monthly charge will not exceed.....$67.00

April 1, 2026 to March 31, 2027:

Base charge, per month.....$10.67
Plus, for each 1,000 gallons, per month.....$2.25
The maximum monthly charge will not exceed.....$67.00

April 1, 2027 to March 31, 2028:

Base charge, per month.....$11.31
Plus, for each 1,000 gallons, per month.....$2.38
The maximum monthly charge will not exceed.....$67.00

April 1, 2028 to March 31, 2029:

Base charge, per month.....$11.99
Plus, for each 1,000 gallons, per month.....$2.52
The maximum monthly charge will not exceed.....$67.00

April 1, 2029 to March 31, 2030 and thereafter:

Base charge, per month.....$12.71
Plus, for each 1,000 gallons, per month.....$2.68
The maximum monthly charge will not exceed.....$67.00

(2) *Single metered multifamily use.* For each service unit using the city's water and sewage system for domestic purposes where a multifamily dwelling (duplex and greater), apartment, single-family apartment or private rooming house in which more than three rooms are rented or available to rent to transient or permanent roomers having a wastewater connection directly or indirectly with the wastewater disposal system of the city and a water connection to the water system of the city through a single or master meter, a monthly charge for users or customers within the corporate limits of the city shall be as follows:

April 1, 2025 to March 31, 2026:

$22.79 per dwelling unit, billed to the tenant or occupant

April 1, 2026 to March 31, 2027:

$24.16 per dwelling unit, billed to the tenant or occupant

April 1, 2027 to March 31, 2028:

$25.61 per dwelling unit, billed to the tenant or occupant

April 1, 2028 to March 31, 2029:

$27.14 per dwelling unit, billed to the tenant or occupant

April 1, 2029 to March 31, 2030 and thereafter:

$28.77 per dwelling unit, billed to the tenant or occupant

(3) *Single metered mobile homes or manufactured housing.* For each service unit using the city's water and sewage system for domestic purposes where a mobile home or manufactured housing unit having a wastewater connection directly or indirectly with the wastewater disposal system of the city and a water connection to the water system of the city through a single or master meter, a monthly charge for users or customers within the corporate limits of the city shall be as follows:

April 1, 2025 to March 31, 2026:

$22.79 per dwelling unit, billed to the tenant or occupant

April 1, 2026 to March 31, 2027:

$24.16 per dwelling unit, billed to the tenant or occupant

April 1, 2027 to March 31, 2028:

$25.61 per dwelling unit, billed to the tenant or occupant

April 1, 2028 to March 31, 2029:

$27.14 per dwelling unit, billed to the tenant or occupant

April 1, 2029 to March 31, 2030 and thereafter:

$28.77 per dwelling unit, billed to the tenant or occupant

(4) *Commercial use.* For each service unit using the city's water and sewerage system for commercial purposes or a combination of commercial and domestic purposes, including any commercial enterprise or business activity where the public is invited to come for service rendered or for the transaction of business, or where any service-connected outbuilding or appurtenances on the same premises is used as a place of any professional office or the rendering of a professional service; or where any manufacturing, processing or building activity is conducted for hire or profit; or where service is taken for resale or shared with others; public rooming house; hotel; motel; sports field; church; school or other institution; or any other separately metered commercial enterprise having a wastewater connection directly or indirectly with the wastewater disposal system of the city, a monthly charge based on the quantity of water used on the premises furnished with such wastewater service, for users or customers within the corporate limits of the city shall be as follows:

April 1, 2025 to March 31, 2026:

Base charge, per month.....$15.37
Plus, for each 1,000 gallons, per month.....$2.12

April 1, 2026 to March 31, 2027:

Base charge, per month.....$16.29
Plus, for each 1,000 gallons, per month.....$2.25

April 1, 2027 to March 31, 2028:

Base charge, per month.....$17.27
Plus, for each 1,000 gallons, per month.....$2.38

April 1, 2028 to March 31, 2029:

Base charge, per month.....$18.31
Plus, for each 1,000 gallons, per month.....$2.52

April 1, 2029 to March 31, 2030 and thereafter:

Base charge, per month.....$19.40
Plus, for each 1,000 gallons, per month.....$2.68

(5) *Water not obtained for city.* If, on any premises, except a single-family dwelling, connected with the wastewater disposal system of the city's, water is obtained from a source other than the city's water and sewage system, then the user shall at the user's expense, install and maintain on such premises a water meter satisfactory to the director of public utilities or his representative, which shall measure all water received on such premises from all sources, or such water obtained from sources other than the city's water and sewage system, may be measured and determined by other records kept and maintained by such user and open to inspection by and acceptable to the city's representative and in such cases, the wastewater service charge to be made against such premises shall be based on the aggregate quantity of water received on said premises from the city's water and sewage system and all other sources.

(6) *User outside city limits.* For users or customers outside the corporate limits of the city entitled to use the city's wastewater disposal system by virtue of consent of the governing body, the rates for such use shall be double those prescribed under subsections (1), (2), (3), (4), and (5).

SECTION 4. **REPEAL.** Sections 90-177, 90-201, and 90-204 of the Code of Ordinances of the City of Garden City, Kansas, as previously existing, shall be and the same are hereby repealed, to be replaced as specified herein, upon the effective date of this ordinance.

SECTION 5. **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, then 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 due to any part or portion of the Through Truck Route, as defined herein, not being within the corporate limits of Garden City, Kansas.

SECTION 6. **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 7. **EFFECTIVE DATE; PUBLICATION.** 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, the 4th day of March, 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

GARDEN CITY
— KANSAS —

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: March 4, 2025
RE: Environmental Nuisance Resolution at 2103 N 7th Street

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

1. Resolution No. _____-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 (2103 N 7th Street - A washer located in the front yard of the property).

BACKGROUND:
The Governing Body of the City of Garden City has declared it unlawful for any person to maintain nuisance conditions on private property within the City of Garden City. It has been determined that the residence located at 2103 N 7th Street has an environmental nuisance condition on the property and is in violation of the City's Environmental Codes. There is a washer located in the front yard of the property.

Staff has visited the property on many occasions. The property owner and the residents have been notified by two order of violations sent January 8, 2025, and a certified order of violation on January 29, 2025. The property owner and the residents were unable to be reached and no contact was attempted by the property owners according to Section 38-137 of the Environmental Code of Ordinances and have neither abated the nuisance conditions nor requested a hearing before the Governing Body. The attached resolution will allow staff to mitigate the environmental nuisance on this property.

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

RECOMMENDATION:
Staff recommends the Governing Body approve the attached resolution.

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

ATTACHMENTS:

Environmental Resolution - 2103 N 7th Street
Environmental Resolution Photos - 2103 N 7th Street

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE REMOVAL OF NUISANCE CONDITIONS FROM THE PROPERTY LISTED BELOW IN THE CITY OF GARDEN CITY, KANSAS, PURSUANT TO SECTION 38-139 OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS. (2103 N 7th Street)

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

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

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

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

2103 N 7th Street - *Environmental Yard - A washer located in the front yard of the property.*

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

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

_____
Roy Cessna, MAYOR

ATTEST:

_____
Celyn N. Hurtado, CITY CLERK
Kori A. Longoria, Deputy City Clerk

2103 N 7th Street



GARDEN CITY
— KANSAS —

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: March 4, 2025
RE: Environmental Nuisance Resolution at 615 N 12th Street

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

1. Resolution No. _____-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 (615 N 12th Street - Couches located outside of the property).

BACKGROUND:
The Governing Body of the City of Garden City has declared it unlawful for any person to maintain nuisance conditions on private property within the City of Garden City. It has been determined that the residence located at 615 N 12th Street has an environmental nuisance condition on the property and is in violation of the City's Environmental Codes. There are couches located outside of the property.

Staff has visited the property on many occasions. The property owner and the residents have been notified by two order of violations sent January 14, 2025, and a certified order of violation on January 31, 2025. The property owner and the residents were unable to be reached and no contact was attempted by the property owners according to Section 38-137 of the Environmental Code of Ordinances and have neither abated the nuisance conditions nor requested a hearing before the Governing Body. The attached resolution will allow staff to mitigate the environmental nuisance on this property.

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

RECOMMENDATION:
Staff recommends the Governing Body approve the attached resolution.

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

ATTACHMENTS:
Environmental Resolution - 615 N 12th Street

Environmental Resolution Photos - 615 N 12th Street

(Published in <u>The Garden City Telegram</u> on the _____ day of _____, 2025)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE REMOVAL OF NUISANCE CONDITIONS FROM THE PROPERTY LISTED BELOW IN THE CITY OF GARDEN CITY, KANSAS, PURSUANT TO SECTION 38-139 OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS. (615 N 12th Street)

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

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

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

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

615 N 12th Street *- Environmental Yard - Couches located outside of the property.*

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

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

_____
Roy Cessna, MAYOR

ATTEST:

_____
Celyn N. Hurtado, CITY CLERK
Kori A. Longoria, Deputy City Clerk

615 N 12th Street



GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: March 4, 2025
RE: Environmental Nuisance Resolution at 609 E Santa Fe Street

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

1. Resolution No. _____-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 (609 E Santa Fe Street - Piles of wood and branches, other miscellaneous debris scattered throughout the empty property).

BACKGROUND:
The Governing Body of the City of Garden City has declared it unlawful for any person to maintain nuisance conditions on private property within the City of Garden City. It has been determined that the residence located at 609 E Santa Fe Street has an environmental nuisance condition on the property and is in violation of the City's Environmental Codes. There is piles of wood and branches, other miscellaneous debris scattered throughout the empty property.

Staff has visited the property on many occasions. The property owner and the residents have been notified by two order of violations sent January 16, 2025, and a certified order of violation on February 5, 2025. The property owner and the residents were unable to be reached and no contact was attempted by the property owners according to Section 38-137 of the Environmental Code of Ordinances and have neither abated the nuisance conditions nor requested a hearing before the Governing Body. The attached resolution will allow staff to mitigate the environmental nuisance on this property.

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

RECOMMENDATION:
Staff recommends the Governing Body approve the attached resolution.

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

ATTACHMENTS:

Environmental Resolution - 609 E Santa Fe Street
Environmental Resolution Photos - 609 E Santa Fe Street

(Published in <u>The Garden City Telegram</u> on the _____ day of _____, 2025)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE REMOVAL OF NUISANCE CONDITIONS FROM THE PROPERTY LISTED BELOW IN THE CITY OF GARDEN CITY, KANSAS, PURSUANT TO SECTION 38-139 OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS. (609 E Santa Fe Street)

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

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

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

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

609 E Santa Fe Street *- Environmental Yard - Piles of wood and branches, other misc. debris scattered throughout the empty property.*

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

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

_____
Roy Cessna, MAYOR

ATTEST:

_____
Celyn N. Hurtado, CITY CLERK
Kori A. Longoria, Deputy City Clerk

609 E Santa Fe Street





609 E Santa Fe Street





GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: March 4, 2025
RE: Environmental Nuisance Resolution at 1201 N 10th Street

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

1. Resolution No. _____-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 (1201 N 10th Street - A washer/dryer and a pile of miscellaneous items located beside the building).

BACKGROUND:
The Governing Body of the City of Garden City has declared it unlawful for any person to maintain nuisance conditions on private property within the City of Garden City. It has been determined that the residence located at 1201 N 10th Street has an environmental nuisance condition on the property and is in violation of the City's Environmental Codes. There is a washer/dryer and a pile of miscellaneous items located beside the building.

Staff has visited the property on many occasions. The property owner and the residents have been notified by two order of violations sent January 14, 2025, and a certified order of violation on January 31, 2025. The property owner and the residents were unable to be reached and no contact was attempted by the property owners according to Section 38-137 of the Environmental Code of Ordinances and have neither abated the nuisance conditions nor requested a hearing before the Governing Body. The attached resolution will allow staff to mitigate the environmental nuisance on this property.

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

RECOMMENDATION:
Staff recommends the Governing Body approve the attached resolution.

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

ATTACHMENTS:

Environmental Resolution - 1201 N 10th Street
Environmental Resolution Photos - 1201 N 10th Street

(Published in <u>The Garden City Telegram</u> on the _____ day of _____, 2025)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE REMOVAL OF NUISANCE CONDITIONS FROM THE PROPERTY LISTED BELOW IN THE CITY OF GARDEN CITY, KANSAS, PURSUANT TO SECTION 38-139 OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS. (1201 N 10th Street)

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

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

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

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

1201 N 10th Street - *Environmental Yard - A washer/dryer and a pile of misc. items located beside the building.*

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

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

_____
Roy Cessna, MAYOR

ATTEST:

_____
Celyn N. Hurtado, CITY CLERK
Kori A. Longoria, Deputy City Clerk

1201 N 10th Street



GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: March 4, 2025
RE: Motor Vehicle Nuisance at 209 Wesley Street

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

1. Resolution No. _____-2025, a resolution authorizing the removal of motor vehicle nuisances from certain properties in the City of Garden City, Kansas, pursuant to Section 38-63 of the Code of Ordinances of the City of Garden City, Kansas (209 Wesley Street - A 4-door brown vehicle).

BACKGROUND:
The Governing Body of the City of Garden City has declared it unlawful for any person to maintain nuisance conditions on private property within the City of Garden City. It has been determined that the residence located at 209 Wesley Street has an environmental nuisance condition on the property and is in violation of the City's Environmental Codes. There is one inoperable vehicle located on the property, it is a 4-door brown vehicle.

Staff has visited the property on many occasions. The property owner and the residents have been notified by two order of violations sent January 29, 2025 and a certified order of violation sent February 14, 2025. The property owner and the residents were unable to be reached and no contact was attempted by the property owners according to Section 38-137 of the Environmental Code of Ordinances and have neither abated the nuisance conditions nor requested a hearing before the Governing Body. The attached resolution will allow staff to mitigate the vehicle nuisances on this property.

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

RECOMMENDATION:
Staff recommends the Governing Body approve the attached resolution.

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

ATTACHMENTS:
Vehicle Photo - 209 Wesley Street

Vehicle Resolution - 209 Wesley Street

209 Wesley Street



(Published in <u>The Garden City Telegram</u> on the _____and _____, 2025)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE REMOVAL OF MOTOR VEHICLE NUISANCES FROM CERTAIN PROPERTIES IN THE CITY OF GARDEN CITY, KANSAS, PURSUANT TO SECTION 38-63 OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS. (209 Wesley Street)

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

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

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

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

209 Wesley Street - *Inoperable and/or unregistered vehicle- Brown Vehicle*

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

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

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

_____
Roy Cessna, MAYOR

ATTEST:

_____
Celyn N. Hurtado, CITY CLERK
Kori A. Longoria, Deputy City Clerk

GARDEN CITY
— KANSAS —

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: March 4, 2025
RE: Motor Vehicle Nuisance at 406 N 5th Street

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

1. Resolution No. _____-2025, a resolution authorizing the removal of motor vehicle nuisances from certain properties in the City of Garden City, Kansas, pursuant to Section 38-63 of the Code of Ordinances of the City of Garden City, Kansas (406 N 5th Street - A 2-door black truck and a 4-door white truck).

BACKGROUND:
The Governing Body of the City of Garden City has declared it unlawful for any person to maintain nuisance conditions on private property within the City of Garden City. It has been determined that the residence located at 406 N 5th Street has an environmental nuisance condition on the property and is in violation of the City's Environmental Codes. There is two inoperable vehicles located on the property a 2-door black truck and a 4-door white truck.

Staff has visited the property on many occasions. The property owner and the residents have been notified by two order of violations sent January 29, 2025 and a certified order of violation sent February 14, 2025. The property owner and the residents were unable to be reached and no contact was attempted by the property owners according to Section 38-137 of the Environmental Code of Ordinances and have neither abated the nuisance conditions nor requested a hearing before the Governing Body. The attached resolution will allow staff to mitigate the vehicle nuisances on this property.

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

RECOMMENDATION:
Staff recommends the Governing Body approve the attached resolution.

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

ATTACHMENTS:

Vehicle Photo - 406 N 5th Street
Vehicle Resolution - 406 N 5th Street

406 N 5th Street



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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE REMOVAL OF MOTOR VEHICLE NUISANCES FROM CERTAIN PROPERTIES IN THE CITY OF GARDEN CITY, KANSAS, PURSUANT TO SECTION 38-63 OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS. (406 N 5th Street)

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

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

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

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

406 N 5th Street - *Inoperable and/or unregistered vehicle- A black and white truck*

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

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

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

_____
Roy Cessna, MAYOR

ATTEST:

_____
Celyn N. Hurtado, CITY CLERK
Kori A. Longoria, Deputy City Clerk

GARDEN CITY
— KANSAS —

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: March 4, 2025
RE: Motor Vehicle Nuisance at 609 E Santa Fe Street

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

1. Resolution No. _____-2025, a resolution authorizing the removal of motor vehicle nuisances from certain properties in the City of Garden City, Kansas, pursuant to Section 38-63 of the Code of Ordinances of the City of Garden City, Kansas (609 E Santa Fe Street - A 2-door black truck, a 4-door white vehicle and a hauling trailer).

BACKGROUND:
The Governing Body of the City of Garden City has declared it unlawful for any person to maintain nuisance conditions on private property within the City of Garden City. It has been determined that the residence located at 609 E Santa Fe Street has an environmental nuisance condition on the property and is in violation of the City's Environmental Codes. There are two inoperable vehicles a 2-door black truck, a 4-door Chevrolet Cruze white vehicle and a hauling trailer located on the property.

Staff has visited the property on many occasions. The property owner and the residents have been notified by two order of violations sent January 16, 2025 and a certified order of violation sent February 4, 2025. The property owner and the residents were unable to be reached and no contact was attempted by the property owners according to Section 38-137 of the Environmental Code of Ordinances and have neither abated the nuisance conditions nor requested a hearing before the Governing Body. The attached resolution will allow staff to mitigate the vehicle nuisances on this property.

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

RECOMMENDATION:
Staff recommends the Governing Body approve the attached resolution.

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

ATTACHMENTS:

Vehicle Resolution - 609 E Santa Fe Street
Vehicle Photo - 609 E Santa Fe Street

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE REMOVAL OF MOTOR VEHICLE NUISANCES FROM CERTAIN PROPERTIES IN THE CITY OF GARDEN CITY, KANSAS, PURSUANT TO SECTION 38-63 OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS. (609 E Santa Fe Street)

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

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

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

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

609 E Santa Fe Street *- Inoperable and/or unregistered vehicle- A black truck, a white vehicle and a hauling trailer*

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

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

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

_____
Roy Cessna, MAYOR

ATTEST:

_____
Celyn N. Hurtado, CITY CLERK
Kori A. Longoria, Deputy City Clerk

609 E Santa Fe Street





609 E Santa Fe Street



GARDEN CITY
— KANSAS —

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: March 4, 2025
RE: Motor Vehicle Nuisance at 611 E Maple Street

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

1. Resolution No. _____-2025, a resolution authorizing the removal of motor vehicle nuisances from certain properties in the City of Garden City, Kansas, pursuant to Section 38-63 of the Code of Ordinances of the City of Garden City, Kansas (611 E Maple Street - A 2-door orange truck).

BACKGROUND:
The Governing Body of the City of Garden City has declared it unlawful for any person to maintain nuisance conditions on private property within the City of Garden City. It has been determined that the residence located at 611 E Maple Street has an environmental nuisance condition on the property and is in violation of the City's Environmental Codes. There is one inoperable vehicle a 2-door orange Chevrolet truck located on the property.

Staff has visited the property on many occasions. The property owner and the residents have been notified by two order of violations sent January 16, 2025 and a certified order of violation sent February 4, 2025. The resident called upset stating it is his private property and he can keep his vehicle as he likes and will keep the vehicle as is. According to Section 38-137 of the Environmental Code of Ordinances and have neither abated the nuisance conditions nor requested a hearing before the Governing Body. The attached resolution will allow staff to mitigate the vehicle nuisances on this property.

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

RECOMMENDATION:
Staff recommends the Governing Body approve the attached resolution.

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

ATTACHMENTS:
Vehicle Photo - 611 E Maple Street

Vehicle Resolution - 611 E Maple Street

611 E Maple Street



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

RESOLUTION NO. _____

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

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

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

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

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

611 E Maple Street *- Inoperable and/or unregistered vehicle- A orange truck*

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

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

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

_____
Roy Cessna, MAYOR

ATTEST:

_____
Celyn N. Hurtado, CITY CLERK
Kori A. Longoria, Deputy City Clerk

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Danielle B. Burke, Assistant City Manager
DATE: February 18, 2025
RE: Police Facility RFQ for Construction Manager at Risk

ISSUE:
The City Commission is asked to consider and approve a Request for Qualifications for a Construction Manager at Risk for a police facility.

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).

At the February 4, 2025 City Commission meeting, the Governing Body directed staff to begin the site identification process and bring back a request for qualifications for a construction manager at risk (CMAR) while also inviting the property owner (or designee) of 1210 Fleming Street to the City Commission meeting for a presentation on the proposed lease option.

At the February 18, 2025 City Commission meeting, the Governing Body heard from Gary Dick with Dick Construction regarding a lease proposal for use of 1210 Fleming Street (Old Westlake Building). Based on the direction to continue to run both the new construction process and lease process forward concurrently, staff have toured that facility and are currently working on negotiating terms for a lease and remodel.

The action before the Governing Body today, is to proceed with the release of a Request for Qualifications (RFQ) for a Construction Manager at Risk (CMAR) to proceed with the new build option. The City has used CMAR as a delivery method in previous projects such as the zoo, pool, and Fire Station No. 3. All of these projects were ultimately successful. Staff believe that this delivery method will allow the project to move forward and yield a good final product.

If the City Commission has a desire to release the RFQ, staff would ask that the Governing Body identify a representative to serve on the selection committee.

ALTERNATIVES:
1. The Governing Body may authorize staff to release a Request for Qualifications for a Construction Manager at Risk for a police facility.
2. The Governing Body may not authorize staff to release a Request for Qualifications for a Construction Manager at Risk for a police facility and provide alternative direction.

RECOMMENDATION:
Staff recommends the Governing Body authorize staff to release a Request for Qualifications for a Construction Manager at Risk for a police facility.

FISCAL NOTE:
There is no cost associated with releasing the Request for Qualifications.

ATTACHMENTS:
Request for Qualification for Construction Manager at Risk

GARDEN CITY
KANSAS

Request for Qualifications for Construction Manager at Risk

New Police Facility

City of Garden City, Kansas

Issued: March 4, 2025

RFP Response Due: No later than 2:00 P.M., March 28, 2025

Introduction

1. General Information: The City of Garden City, Kansas (hereinafter referred to as the "City") is requesting Qualifications Statements and Price Proposals from interested and qualified construction firms for Construction Manager at Risk (hereinafter referred to as "CM") services for the following project:
    a. Project Name: Garden City Police Facility
    b. Owner: City of Garden City
    c. Contact: Danielle Burke, Assistant City Manager
        i. Address: 301 N. 8th Street, Garden City, Kansas 67846
        ii. Telephone: 620-276-1157
        iii. Email: Danielle.Burke@GardenCityKS.us
2. Obtaining a Copy of the Request for Qualifications. Interested firms may obtain a copy of the RFQ online at www.garden-city.org/bids or by emailing the Assistant City Manager using the email address above.
3. Questions and Clarifications. Questions and requests for clarifications must be submitted in writing to the Assistant City Manager, Danielle.Burke@GardenCityKS.us. No inquiries will be accepted after 2:00 P.M. on March 14, 2025. The City will issue a final clarification on or before March 21, 2025 to provide answers to the questions received.
4. Method of Construction. The City of Garden City will utilize a CM for the Project to achieve the following:
    a. Integrate the experience and expertise of the CM into a project team environment to successfully achieve the City's goals and objectives for the Project;
    b. Utilize the experience and expertise of the CM during the pre-construction phase to advise on constructability issues, alternative methods and materials, cost, quality, and schedule;
    c. Utilize the experience and expertise of the CM during the construction phase for management of all construction activities including, but not limited to, bidding, subcontractor scheduling and coordination, quality, budget, and schedule control; and
    d. Utilize the experience and expertise of the CM to provide recommendations on value engineering opportunities including cost estimates for each recommendation.

Project Description

1. Police Facility. The City of Garden City plans to temporarily relocate the Garden City Police Department while the current Law Enforcement Center is renovated. It is anticipated that the facility will be used to meet the needs of the Garden City Police Department for approximately 8 years and is anticipated to be approximately 20,000 square feet.
2. Pre-Construction. Assist the City with a needs assessment for the Garden City Police Department, assist with evaluation and selection of an architect, preliminary drawings, site location (within Garden City, Kansas), and a cost estimate of the project.
3. Construction. Assist the City with construction of the Project through the coordination and management of subcontractors, regular meetings, and on-site safety.
4. Goals and Objectives. City has established the following goals and objectives for the New Police Facility:
    a. Provide a design that ensures high functionality and efficiency of operations.
    b. Address health, safety, security, and confidentiality for staff and the public.
    c. Maintain fiscal responsibility for the Project while seeking value engineering opportunities throughout.
5. Services Requested. The CM firm will provide pre-construction and construction manager at risk services for the Project.
    a. Phase I: Pre-Construction Services
        i. CM will be expected to provide periodic cost estimating to the City and the project architect. The CM will also consult with the design team regarding the building site and use improvements, the selection of materials, building systems, and equipment. The CM is expected to be an active participant during the design meetings. They will provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor and material shortages; time requirements for procurement, installation, and construction completion; and factors related to construction cost, including estimates of alternative designs or materials, preliminary budgets, and possible economies.
        ii. The CM is expected to work with the project architect and City to make recommendations to keep the project on budget.
        iii. Identification of any elements/systems of the project that should be ordered prior to completion of the Construction Documents for either

fixing costs, delivery schedules on critical elements, or schedule date improvements during the preparation of the construction documents and at 95% Construction Document completion. The expectation is that the CM will become an extension of the design team to allow for a more predictable outcome when the GMP is finalized.

iv. Conduct a series of reviews of the project to find errors, omissions, and constructability issues of the project.

b. Phase II: Construction Services.

i. Complete a quality/coordination review of the completed construction documents.

ii. Identify, qualify, and recommend a selection of contractors to the City for inclusion on the subcontractor's bid list. Incorporate additional bidders if so directed by the City.

iii. Manage the subcontractor bidding process, evaluate subcontract bids, and recommend to the City the lowest responsible bidder on each subcontract. Award and administer the subcontract and materials purchases as instructed by the City.

iv. All work will be subject to a bid by subcontractors acceptable to the City using a sealed bid procedure. Any work that the CM wants to self-perform must also be bid with the CM submitting its bid twenty-four hours in advance of subcontractor bids.

v. The City shall participate in opening, evaluating, and awarding all elements of the work.

vi. Prepare a logic-based construction schedule (Gantt chart). The schedule will need to show key milestone events and their projected completion dates. The schedule must include all major elements of the project. Provide regular monitoring of the actual versus the scheduled progress of the work. Identify any variances, and prepare a written action plan, along with an updated schedule that maintains the scheduled completion dates of the balance of the project.

vii. Oversee Construction Activities of self-performed work and work of subcontractors for quality assurance, completeness, and compliance with Construction Documents, and relevant building codes for local, state, and accrediting agencies.

viii. Implement policies and procedures to maintain site safety and security. Provide City and their representative(s)/designee(s) access to the site throughout the duration of the construction phase of the project.

ix. CM is to facilitate regularly scheduled City and Contractor meetings to review progress, address construction issues, process submittals, pay applications, change orders, and other change documentation as well as any other documentation related to the project.
x. CM is to maintain daily logs of construction activities- including weather conditions, workers on-site, materials delivered to the site, accidents, and safety briefings.

Selection Process

1. CM selection will be based on qualifications along with costs for pre-construction services, construction services, general conditions, project costs, and fees.
2. Qualification Statements will be evaluated and scored by the City's Selection Committee composed of staff from the Police Department, Fire Department, Airport, Administration, Neighborhood & Development Services, and the City Commission.
3. The Selection Committee will (a) independently review and score each qualification statement, (b) meet and discuss the Qualification Statements, and (c) adjust scoring based on discussions. The three highest scoring firms may be shortlisted for interviews.
4. Shortlisted firms given the opportunity to interview with the Selection Committee should elaborate on their qualifications. The format and content for the interview will be at the discretion of the shortlisted firm. Thirty minutes will be allocated for presentations plus 15 minutes for questions from the Selection Committee. Interviews will be an opportunity for the Selection Committee to: (a) clarify items presented in the Qualification Statement and (b) understand more about the proposed project team. The Selection Committee will revise their scoring based on the information gathered during the interviews and determine the highest ranked CM.
5. Shortlisted firms will be required to submit a sealed Price Proposal. Price Proposals will be scored after the interviews and combined with the qualification scores.
6. A contract will be negotiated with the selected CM. If the City and the selected CM are unable to reach a mutually agreeable contract, the City will terminate said negotiations and begin negotiations with the second-ranked CM.
7. The Selection Committee will make a recommendation for a contract award to the City Commission who will authorize execution of the agreement.
8. Schedule of events:

Issue Request for Qualifications	March 4, 2025
Deadline for Submitting Questions	March 14, 2025

Issue Final Clarification	March 21, 2025
Submit Qualification Statement	March 28, 2025 by 2:00 P.M. CST
Evaluation Qualification Statements	March 31 – April 4, 2025
Notify Shortlisted Firms	April 4, 2025
Interviews (if needed)	April 10 and 11, 2025
CM Selection Notification	April 11, 2025
Contract Negotiations	April 14-30, 2025
City Commission Award	May 6, 2025

Submission Requirements

1. Qualification Statement. Qualification Statement must include the following information in the following sequence:
    a. Cover Letter. Include a one-page cover letter on company letterhead. Identify the primary contact for the CM including mailing address, telephone number, and email address. Summarize the experience and qualifications of the proposed Project team and any distinguishing qualities and capabilities.
    b. Firm Information.
        i. Provide a brief description of the company profile including, but not limited to, local/state/national firm, years in business, and number of employees.
        ii. Provide the average annual value of construction projects completed in the past 5 years, and the average project value.
        iii. Indicate the percentage of total workload completed by your firm for public sector, private sector, and not-for-profit.
        iv. Indicate your experiences using Design-Bid-Build, Design-Build, Construction Manager at Risk, etc.
        v. Describe the type of work that your firm typically self-performs with your own team, if any.
        vi. Describe your firm's safety program and provide your firms Experience Modification Rate (EMR).
        vii. Provide a letter from your Surety indicating your firm's total and available bonding capacity.
        viii. Provide a list, if applicable, of work awarded to your firm but failed to complete.
        ix. Provide a list of pending judgments, claims, arbitration proceedings, or lawsuits against your firm.
        x. Provide a list of lawsuits filed by your firm or arbitration proceeds requested by your firm within the past 5 years.

c. Key Personnel.
    i. Provide a one-page organizational chart identifying (a) names of key individuals proposed for the Project, (b) individual's company affiliation, and (c) individual's Project title (not company title)
    ii. Key personnel listed must include, but are not limited to, Principal/Project Executive, Project Manager, Assistant Project Manager(s) if any, Project Engineer, Assistant Project Engineer(s) if any, Project Superintendent, Assistant Project Superintendent(s) if any, Field Engineer(s), Estimator, Scheduler, Quality Control Manager, MEP Specialist, and Safety Officer.

d. Resumes. Provide a one-page resume for each key individual listed on the proposed Project. Resume must include:
    i. Name/Company affiliation/Project assignment
    ii. Municipal facility experience
    iii. Number of projects utilizing CM delivery method
    iv. Years of relevant experience with (a) current firm and (b) other firms
    v. Highest academic degree received/school
    vi. Credentials, awards, and training relevant to the Project.

e. Project Experience Sheets. Submit four Project Experience Sheets for projects of a similar scope and complexity demonstrating the ability of the CM to complete the work required for the Project. If the CM does not have four required projects. Projects that are most closely related to the proposed Project may be summitted. Most recent projects are preferred. An additional four applicable Project Experience Sheets may be submitted.

    Project Experience Sheets must be limited to one page and include the following information:
    i. Project name and location.
    ii. Description of the scope of the entire project including, but not limited to, new construction, renovation, construction costs, and size of the facility.
    iii. Owner's contact information (name, title, address, telephone number, and email address) for reference; provide the name of the Owner's Project Manager or, if not available, name of the individual with intimate knowledge of the design and construction of the project.
    iv. Renderings and/or photographs.

f. Management Capabilities. This section is intended to demonstrate the CM's management capabilities for successfully completing this Project utilizing the Construction Manager at Risk delivery method.
    i. Pre-Construction Services. Describe your firm's approach, processes, and procedures regarding the following pre-construction services:
        1. Design and Constructability Review. Benefits provided to the Project from design and constructability reviews completed by your firm.
        2. Alternate Materials. Procedure for identifying and evaluating alternate materials as may be necessary or beneficial for cost control, improved quality, and schedule.
        3. Guaranteed Maximum Price. Process for developing the Guaranteed Maximum Price (GMP) including (a) factors which may influence the timing of when the GMP is established such as the level of design completion, (b) approach to establishing and managing the contingency in the GMP, and (c) history of establishing accurate construction costs on similar projects.
    ii. Construction Services. Describe your firm's approach, process, and procedures regarding the following construction services:
        1. Subcontractors. Describe your firm's subcontractor selection process including (a) approach to allowing input from the City and Architect on the selection of subcontractors, (b) method for disclosing all subcontractor's raw bid data to the City and Architect, and (c) utilization of local subcontractors.
        2. Change Orders. Indicate (1) the procedure used by your firm to inform the City and Architect of potential change orders, (b) how your firm manages the impact of potential cost increases to the project, and (c) process to ensure competitive pricing on change orders.
        3. Construction Schedule. Provide (a) methods used to identify critical-path materials and equipment, (b) method to identify schedule delays and procedures for recovering from such delays, and (c) process of reporting updated schedule information to the City and Architect.
        4. Contingency Funds with GMP. Provide your understanding of the types of costs the CM is allowed to take from the GMP contingency, and disposition of unused funds.

5. Self-Performed Work. Outlined the benefits to the City, if any, by self-performing work in lieu of subcontracting. Describe your approach to determining what work, if any, to self-perform and the procurement methods utilized to ensure the City is receiving the best value for all work performed.
6. Quality Assurance/Quality Control Programs. Indicate (a) methods and procedures for maintaining the highest quality work, and (b) methods and procedures specific to oversight of work completed by subcontractors.

g. Price Proposal. For shortlisted firms, the Selection Committee will also consider costs and fees to determine the preferred CM for the Project. Costs and fees for construction services shall be based on an assumed 18-month construction schedule. The sealed Price Proposal should be provided at the interview and shall include the following:
   i. Pre-Construction Services. CM firms shall provide a fixed fee for Pre-Construction Services based on the scope of Services indicated. The fixed fee shall include, but not limited to, all payroll costs and expenses. The fixed fee presented in the Price Proposal will be incorporated into the Agreement between the City and CM.
   ii. Construction Services. CM candidates shall submit a projected Project costs for a 20,000 square foot police facility based on recent cost per square foot estimates of similar projects. From that assumption CM candidates shall build an estimated cost proposal that includes General Conditions, Construction Management Fees, and Project Costs.
   iii. General Conditions. CM candidates shall submit a price for General Conditions to be incurred during Construction Services. Item included in the General Conditions shall be identified in the cost proposal. The total cost for General Conditions cost proposal shall be based on an anticipated 18 month construction schedule. Weekly General Conditions costs (total General Conditions costs included in the Price Proposal divided by 52 week) shall be used as the basis for establishing the GMP when the construction schedule for the Project is established. Weekly costs for the General Conditions shall not change during the duration of the construction schedule.
   iv. Construction Management Fees. CM candidates shall submit a price for construction management fee (profit) for construction services in the form of a percent of the anticipated construction cost. The

percentage provided by the CM will be used to calculate the final cost for the construction management fee at the time of development of the GMP.

v. Project Costs. CM candidates shall provide Project Costs to be incurred during the Construction Services. Total Project Costs based on an 18-month construction schedule shall be incorporated into the Price Proposal. Weekly rates shall be used as the basis for establishing a GMP when the construction schedule for the Project is established. Weekly rates shall not change during the duration of the construction schedule.

Scoring Criteria

1. Qualifications Statement. Qualifications Statement will be evaluated and scored by the Selection Committee in accordance with the following criteria. Highest possible score is 90 points.
    a. Firm Information (5 points maximum). The Selection Committee will evaluate if the CM (a) is of sound financial, bonding, and operating strength, (b) has capacity for additional workload, (c) is a good fit for the Project, (d) does not have adverse legal proceedings past or pending, and (e) has a satisfactory safety rating/history.
    b. Project Staffing (15 points maximum). The Selection Committee will evaluate (a) if the CM has assembled a complete team to perform all required services, and (b) information obtained from references and interview regarding ability to establish working relationships, customer services, and professionalism.
    c. Key Personnel Experience (20 points maximum). The Selection Committee will review (a) key personnel experience with projects of a similar nature, (b) experience with CM delivery method, (c) proposed assignment for this Project and previous staff experience in that role, (d) quality of projects completed.
    d. Project Experience (20 points maximum). The Selection Committee will review previously completed projects and consider (a) the number of public safety/municipal projects completed, (b) scope and quality of previously completed projects, and (c) assess their ability to complete the new police facility.
    e. Management Capabilities (20 points maximum). The Selection Committee will evaluate the information provided and determine if the CM candidate has

adequate management processes in place and the capabilities to successfully complete the Project.

f. Location Familiarity (5 points maximum). The Selection Committee will evaluate the CM's knowledge of the community, including past work completed within and/or for the City.

g. Responsiveness to the Request for Qualifications (5 points maximum). The Selection Committee will consider (a) whether all requested information was furnished, (b) whether specified format was utilized, (c) conciseness of information was provided, and (d) ease of finding information quickly.

2. Interview. Following interviews, the required members of the Selection Committee will adjust scoring for the above criteria and determine the highest-ranked firm.
3. Price Proposal. Content of the Price Proposal will NOT be made available to the Selection Committee until the qualification scores are finalized. The highest available Price Proposal score is 10 points. The lowest Price Proposal will receive the maximum available points. Price Proposals will be scored based on the following formula:

$$\frac{Low\ Price\ Proposal}{Price\ Proposal\ Under\ Consideration}\ x\ Maximum\ Points\ Available\ =\ Assigned\ Score$$

4. Total Score. The score earned from the Price Proposal will be added to the qualifications score to arrive at the total score for each CM. The CM candidate with the highest total score will be identified as the preferred candidate.

Submittal Requirements

1. Please submit one RFQ response via email to the Contact listed in Section 8 in the Selection Process section. Submittal responses are requested in PDF format (all submittal forms in a single PDF format). Hard copy submittals are neither requested nor required. All submittals are due at the date and time specified in Section 1 of the Introduction section. Late submittals will not be accepted nor considered.
    a. Electronic file size should be no more than 15MB; OneDrive is the preferred electronic delivery method.
    b. File name should include the name of the CM firm responding and Police Facility RFQ.
    c. Sheet count of the RFQ shall be limited to 32 pages total (16 pages front and back).

Special Conditions

1. General. The City reserves the right to:

a. Reject any and all proposals.
b. Amend or cancel the Request for Qualifications at any time.
c. Waive the interview phase of the selection process.
d. Shortlist more or fewer firms than indicated in the request.
e. Modify the Selection Committee members.
f. Revise the selection schedule.

2. Staffing. The CM, if awarded the contract, must utilize the personnel listed in their Qualification Statement as long as the individuals are employed by the company. Any changes in personnel are subject to approval by the City.
3. Contract Award. The Contract Award is subject to the complete and sole discretion of the City Commission.
4. Competitive Selection Process. This Request for Qualification and Price Proposal is a competitive selection process.
5. Confidentiality. All documents submitted in response to this RFQ will become the property of the City unless expressly identified by the submitting party as proprietary.
6. Information from Other Sources. The City reserves the right to consider relevant and factual information gained from sources other than the Qualification Statement and interview.
7. Conflict of Interest. CM covenants that at the time of submittal, the CM has no other contractual relationship which would create any actual or perceived conflict of interest.
8. Preparation Costs. The City will not be responsible for any costs incurred by respondents in preparing and submitting their Qualification Statement, or for participating in any interview requested by the City.

GARDEN CITY
— KANSAS —

MEMORANDUM

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

ISSUE:
The Governing Body is asked to consider and approve a bid from Gerard Tank & Steel, Inc. for $3,600,000.00 to construct a one-million-gallon water tower for the Water Utility.

BACKGROUND:
In 2020, Professional Engineering Consultants, PA (PEC) completed an update for the Water System Distribution Master Plan. In that planning document, PEC identified a need to add additional storage for the Water system to meet the demands of future industrial and residential growth in the City. Wilson & Company (Wilson) provided the engineering for a new water tower location near the Jameson Energy Center, which was submitted to the Kansas Department of Health and Environment and approved by the agency.

The city solicited bids, and a bid opening was held on February 19, 2025, at the City Administrative Center. The bid package allowed for three water tower design options to provide more alternatives for consideration: a Single Pedestal Water Tower, a Welded Composite Tower, and a Multi-Leg Water Tower.

Bidders also provided information as part of the bid package to conduct a life cycle cost analysis. Wilson provided a life cycle cost comparison for the low bids in each respective tower design to assist Staff in making a final recommendation to the governing body. The bid for a Welded Composite Tower from Gerard Tank & Steel for $3,600,000.00, resulted in the lowest life cycle cost analysis which included the construction of the facility and expected maintenance expenses. The Bid Tabulation Summary and Life Cycle Cost Analysis documents are attached to this agenda item.

ALTERNATIVES:
1. The Governing Body may choose to accept the Bid from Gerard Tank & Steel for $3,600,000.00 to construct a one-million-gallon water tower for the Water Utility.
2. The Governing Body may choose to accept the bid from another qualifying bidder.
3. The Governing Body may choose to reject all bids and direct staff to provide an alternate solution.

RECOMMENDATION:
Staff recommends the Governing Body accept the bid from Gerard Tank & Steel to construct a one-million-gallon tower for the Water Utility for $3,600,000.00.

FISCAL NOTE:

The project will be funded through proceeds from the 2024 General Obligation Bond, Series A. Capital Projects Fund (Material – Water Tower) GL: 40277100-5657 has an available balance of $5,000,000.00.

ATTACHMENTS:

Bid Tabulation Summary
Garden City Jameson Water Tower LCCC

GARDEN CITY
KANSAS

Bid Tabulation Summary

WILSON & COMPANY

Jameson Water Tower - 1 MG Elevated Water Storage Tower

Bid Date: February 19, 2025 2:00 p.m.

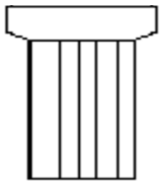
Bidder	Bid Security	Addendum (1)	Life Cycle Cost Comparison (LCCC)	List of Subcontractors Form	Substantial Completion Date	Final Completion Date	Single Pedestal Total Base Bid Contract Price	Welded Composite Tower Total Base Bid Contract Price	Multi Column Total Base Bid Contract Price
Caldwell Tanks, Inc.	**X**	**X**	**X**	**X**	**SP-06/01/27 WC-06/01/27 MC-12/30/26**	**SP-08/30/27 WC-08/30/27 MC-4/30/27**	**$4,824,900.00**	**$4,029,300.00**	**$3,598,700.00**
Gerard Tank & Steel, Inc.	**X**	**X**	**X**	**X**	**10/31/2026**	**12/31/2026**	**$4,250,000.00**	**$3,600,000.00**	**No Bid**
CB&I Storage Tank Solutions	**X**	**X**	**X**	**X**	**540**	**555**	**$4,122,000.00**	**No Bid**	**No Bid**
Maguire Iron, Inc.	**X**	**X**	**X**	**X**	**700**	**730**	**$5,896,000.00**	**No Bid**	**$5,805,000.00**
Phoenix Fabricators	**X**	**X**	**X**	**X**	**450**	**480**	**$6,171,744.00**	**$5,637,986.00**	**$4,702,549.00**
Landmark Structures	**X**	**X**	**X**	**X**	**600**	**630**	**No Bid**	**$5,591,000.00**	**No Bid**
Engineer's Estimate							**$4,700,000.00**	**$4,750,000.00**	**$4,603,500.00**

WILSON &COMPANY

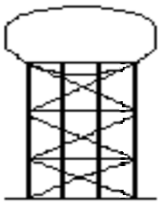
Elevated Tank Lifecycle Cost Analysis



Single Pedestal



Welded Composite



Multi Column

City of Garden City, KS

Tank Capacity (MG) :	1000
Height to TCL (feet) :	181.0

Repaint Inflation Rate (APR) :	5%
Evaluation Period (Years):	60

Original Tank Cost				
	Single Pedestal		Weld Composite	Multi Column
Capacity MG:	1,000		1,000	1,000
Tank Cost, $:	$4,122,000.00		$3,600,000.00	$3,598,700.00
Cost $/Gallon	$4.12		$3.60	$3.60
	CB&I Storage Tank		Gerard Tank & Steel	Caldwell Tanks, Inc.

Coating Systems	**AWWA D102**	**Service Life**
Interior Surfaces:	**Epoxy - 22 mils**	**20**
Exterior Surfaces:	**Epoxy/Fluorourethane - 12 mils**	**20**

General Maintenance Costs	**Area Requiring Touch Up**	**Expected Touch Up Cost (today) $/SF**	**Maintenance Repaint Cost (today) $/SF**	**Full Recoat Cost (today) ($/SF)**
Interior:	**7.5%**	**$ 13.47**	**$ 5.25**	**$ 8.25**
Exterior:	**7.5%**	**$ 18.17**	**$ 9.95**	**$ 13.50**

Paint Areas (ft2)				
	Single Pedestal		Weld Composite	Multi Column
Exterior (ft2):	22,031		14,520	37,527
Interior (ft2):	16,549		17,231	15,057
Total:	38,580		31,751	52,584

Current Maintenance Repaint Costs				
	Single Pedestal		Weld Composite	Multi Column
Exterior:	$219,208.45		$144,474.00	$373,393.65
Interior:	$86,882.25		$90,462.75	$79,049.25

Current Full Recoat Costs				
	Single Pedestal		Weld Composite	Multi Column
Exterior:	$297,418.50		$196,020.00	$506,614.50
Interior	$136,529.25		$142,155.75	$124,220.25

Total Cost of Ownership				
	Single Pedestal		Weld Composite	Multi Column
Original Tank Cost	$ 4,122,000.00		$ 3,600,000.00	$ 3,598,700.00
Exterior Repainting:	$ 735,835.40		$ 484,968.00	$ 1,253,401.80
Interior Repainting:	$ 310,293.75		$ 323,081.25	$ 282,318.75
Estimated 60 year Cost of Ownership	**$ 5,168,129.15**		**$ 4,408,049.25**	**$ 5,134,420.55**
	CB&I Storage Tank		Gerard Tank & Steel	Caldwell Tanks, Inc.

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: John Presisto, Planner
DATE: March 4, 2025
RE: DDF25-01 Downtown Development Fund Application - 501 N. Main Street

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ISSUE:
The Governing Body is asked to consider and approve the distribution of the Downtown Development Funds for 501 N. Main Street.

BACKGROUND:
Jamie Biera has applied to the Downtown Development Fund (DDF) for the interior remodel located at 501 N. Main Street. The unit was used as a real estate office and will continue to be used as a real estate office. A building permit was issued after completing the building review process on January 16, 2025. Staff determined the eligible work includes demolition, professional fees, and general remodeling in order to accommodate this project. The total costs for the eligible work is estimated to be $108,274.76.

Based on the project scope and design plans submitted, staff concluded a score of three points. The project was awarded two points for 25% or less of project costs to be used for façade improvements, and another point awarded for potentially drawing in customers from the surrounding area. A score of three points calculates a potential reimbursement of 6% of the eligible project costs, or $6,496.49. All application materials, including the reimbursement score sheet, are attached. This is the sixth Downtown Development Fund application considered by the Governing Body. As a result, The Downtown Development Fund has a current unawarded balance of $30,452.67.

Below is a list of DDF applications that Governing Body has approved:

- DDF24-01: 325 N. Main Street, interior remodeling for retail space - $11,578.00 awarded to Donny Huber.
- DDF24-03: 109 Grant, interior remodeling for retail and office space - $62,551.00 awarded to Donny Huber.
- DDF24-04: 227 N. Main Street, interior remodeling for a restaurant - $30, 147.60 awarded to John Chappel.
- DDF24-05: 312 N. 8th Street, interior remodeling for office space - $27,644.80 awarded to TC Roper, LLC.
- DDF24-06: 105 W. Grant Avenue, interior remodeling for retail and office space - $31,129.44 awarded to Donny Huber.

ALTERNATIVES:

1. The Governing Body may fund the award at $6,496.49.

2. The Governing Body may fund the award at a different amount.
3. The Governing Body may not fund the award of the Downtown Development Fund application.

RECOMMENDATION:
Staff recommends the Governing Body fund award at $6,496.49.

FISCAL NOTE:
The Downtown Development Fund has a current unawarded balance of $36,949.16. Based on the potential reimbursement score determined by staff, approving this application will leave a remaining balance of $30,452.67.

ATTACHMENTS:
DDF Application
Cost Estimates
Score Sheet
Vicinity Map

APPLICATION

Project Address: 501 N. Main St., Garden City, KS 67846

Business Name: RE/MAX ONE

Applicant Information:

Name: JAMIE BIERA Mailing Address: 646 Wheatridge Rd., Garden City, KS

Phone Number: 620-805-2616 Email: jamie.biera4@gmail.com

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

- ☐ Environmental Remediation
- ☐ Façade Renovation
- ☐ Efficiency Upgrades
- ☐ Second-story Development
- ☐ Demolition Expenses
- ☐ Interior Remodel
- ☐ Historic preservation and restoration of designated historic buildings/landmarks
- ☐ Professional Fees (design, architecture, legal)

Projected Construction Schedule:

Start date: 1/16/25 to End date: 4/1/25

Project Cost Estimates:

Building Costs: $140,000 Professional Fees: $ 8,000

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

Please see attached.

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

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

Documents Required:

- ☑ Copy of the Deed
- ☒ Receipt of paid taxes
- ☒ Completed W9
- ☑ Construction bids
- ☒ Site and building plans
- ☒ Approved building permits
- ☐ Downtown Development Fund Agreement
- ☐ Any additional information required by Staff

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

APPLICANT SIGNATURE: _____ **DATE:** 2/4/25

02/04/2025

RE: Downtown Development Fund
Neighborhood & Development Services
620-276-1170; planning@gardencityks.us

PROPERTY: 501 N. Main Street, Garden City, KS

APPLICANT : Reddy Five, LLC (Jamie Biera, member)

620-805-2616 ; jamie.biera4@gmail.com

IMPROVEMENT LIST :

- There was a complete demolition to the office space, including all flooring, ceiling, a few interior walls, lighting.
- Replace all flooring with new materials to enhance durability and aesthetics, will include carpet and tile.
- Remove the sheetrock ceiling and install a new drop ceiling for a modernized look and improved functionality and access.
- Gut and fully renovate two bathrooms, installing all new fixtures.
- Upgrade lighting throughout the building with new fixtures for improved brightness and energy efficiency. Also, add more electrical outlets and add dimmer switches throughout.
- Install brand-new upper and lower cabinetry in the break area to increase storage and usability. Will be approximately 17 linear feet.
- Repairing sheet rock, sanding woodwork, new wall texture and applying fresh interior paint throughout with new wallpaper to revitalize and modernize the space.
- Update plumbing systems, including the installation of new hot water heaters, to meet current standards and enhance functionality. There was no hot water in the building when bought in December 2024.
- Moving the front door of the building from a side entrance look to the larger south exterior wall, which will visually make a lot more sense. Adding an oversized glass door as our exterior door.
- Updating the exterior with the front door, as referenced, and adding some paint changes, update the flower bed that is on the southeast part of the property, running along Main Street. My hope is to make it simpler and a lot more attractive while adding some lighting into the flowerbed. We will also update the eaves lighting for the length of the building.

I. & I. Floor Covering

112 N. Main
Garden City, KS 67846
620-275-0499

Estimate

Date	Estimate #
1/27/2025	8153

Name / Address
Re Max 501 Main Garden City, Kansas 620-805-2616 620-214-7048

Project

Description	Qty	Rate	Total
Labor to level flooring		0.00	0.00T
Floor Level	10	35.00	350.00T
Labor to scrape and level floor	1	1,200.00	1,200.00

Subtotal	$1,550.00
Sales Tax (8.95%)	$31.33
Total	$1,581.33

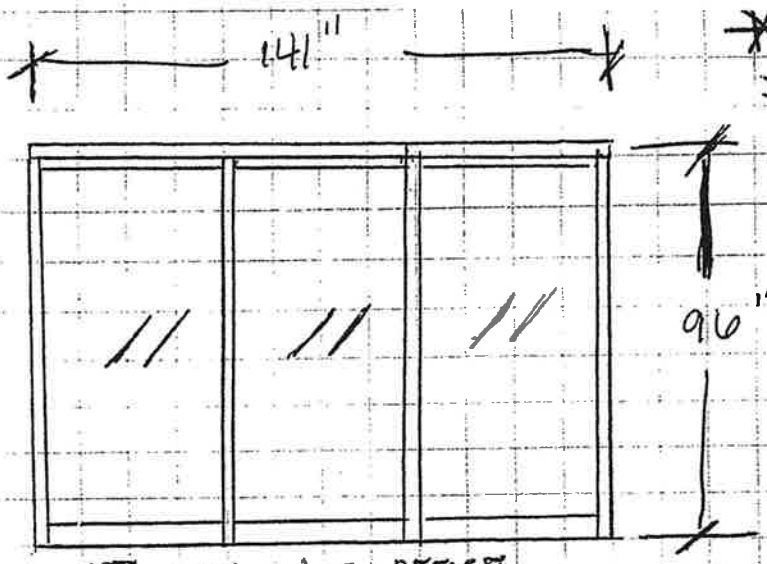
Interior Remodel

ROTH GLASS & FRAMING LLC

105 North 8th
Garden City, Ks 67846

RESIDENTIAL-COMMERCIAL & AUTO GLASS
CUSTOM FRAMING & MATTING

Phone 620-276-3253
Fax 620-276-1805



WEST WALL 1ST OFFICE

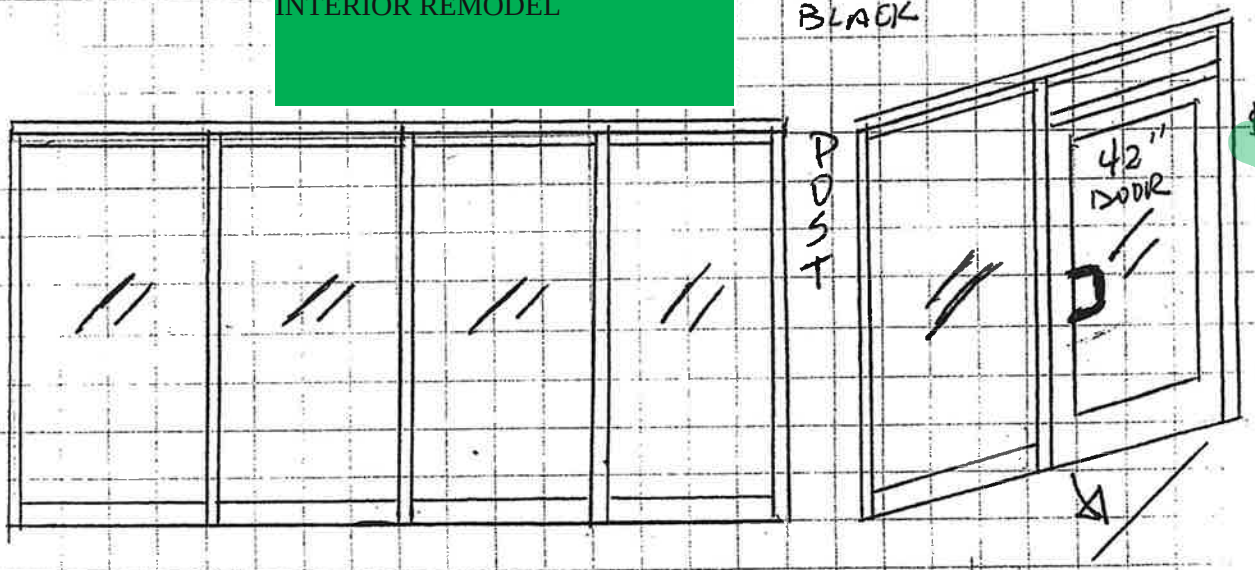
* ALL PRICES DO NOT INCLUDE SALES TAX

2"x4'12" BLACK CENTER-GLAZED ALUM. FRAMING WITH 1/4" CLEAR TEMPERED SAFETY GLASS

$2620.00 INSTALLED

INTERIOR REMODEL

DOOR - MEDIUM STILE (135 SERIES) BLACK



$7,800.00 INSTALLED

EXTERIOR DOOR OPTIONS

1- 3670 (42"x84") MEDIUM STILED CENTER PIVOT DOOR & FRAME W/ TINTED-LOW-E INSULATED GLASS $2700.00 EA. INSTALLED

OR

1- 3670 MED. STILE CONTINUOUS HINGED DOOR & FRAME W/ TINTED-LOW-E INSULATED GLASS

EXTERIOR REMODEL

1- 6070 PAIR OF MEDIUM STILED DOORS W/ FRAME W/ TINTED-LOW-E GLASS INSTALLED $4620.00

INVOICE

J&T Electric LLC
PO Box 461
Garden City, KS 67846

j.telectric@outlook.com
+1 (620) 315-4038
www.jtelectricsolar.com

Ready Five

Bill to
Jamie Biera
501 N. Main Street
Garden City, Kansas 67846

Ship to
Jamie Biera
501 N. Main Street
Garden City, Kansas 67846

Invoice details
Invoice no.: 1026
Terms: Due on receipt
Invoice date: 01/28/2025
Due date: 01/28/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.	01/28/2025	**Services**	Office Remodel, includes demo.	0.4688	$32,000.00	$15,001.60
2.	01/28/2025	**Note**	46 Receptacles 5 Switches 42 -4x2- Lights 4 Can Lights 2 Light/Fan Combos New Homeruns Installed as Needed New Breakroom Wiring	1	$0.00	$0.00
3.		**Note**	We will bill two times, both due upon receipt: 1. After demo, at approximately 50% project completion. 2. After project completion.	1	$0.00	$0.00

Total **$15,001.60**

Please remit payment by check to
J&T Electric, LLC
P.O. Box 461
Garden City, KS 67846

Pd. 1/28/25

A-1 Sign Pro
1616 E Fulton Plaza
Garden City, Ks. 67846
620-275-6551

INVOICE
20454

Please Pay from this invoice.
We do not mail statements on current accounts.

Vendor: Remax
Address: 501 N Main Street
City, State, Zip: Garden City, KS 67846
Phone Number: 620-214-7048

INSTRUCTIONS		
Work Order Number:	Ordered by:	Jamie Biera
Purchase Order:	Date Billed:	1/21/2025
Payment terms: Balance Due Upon Receipt	Ship Via:	

Job:

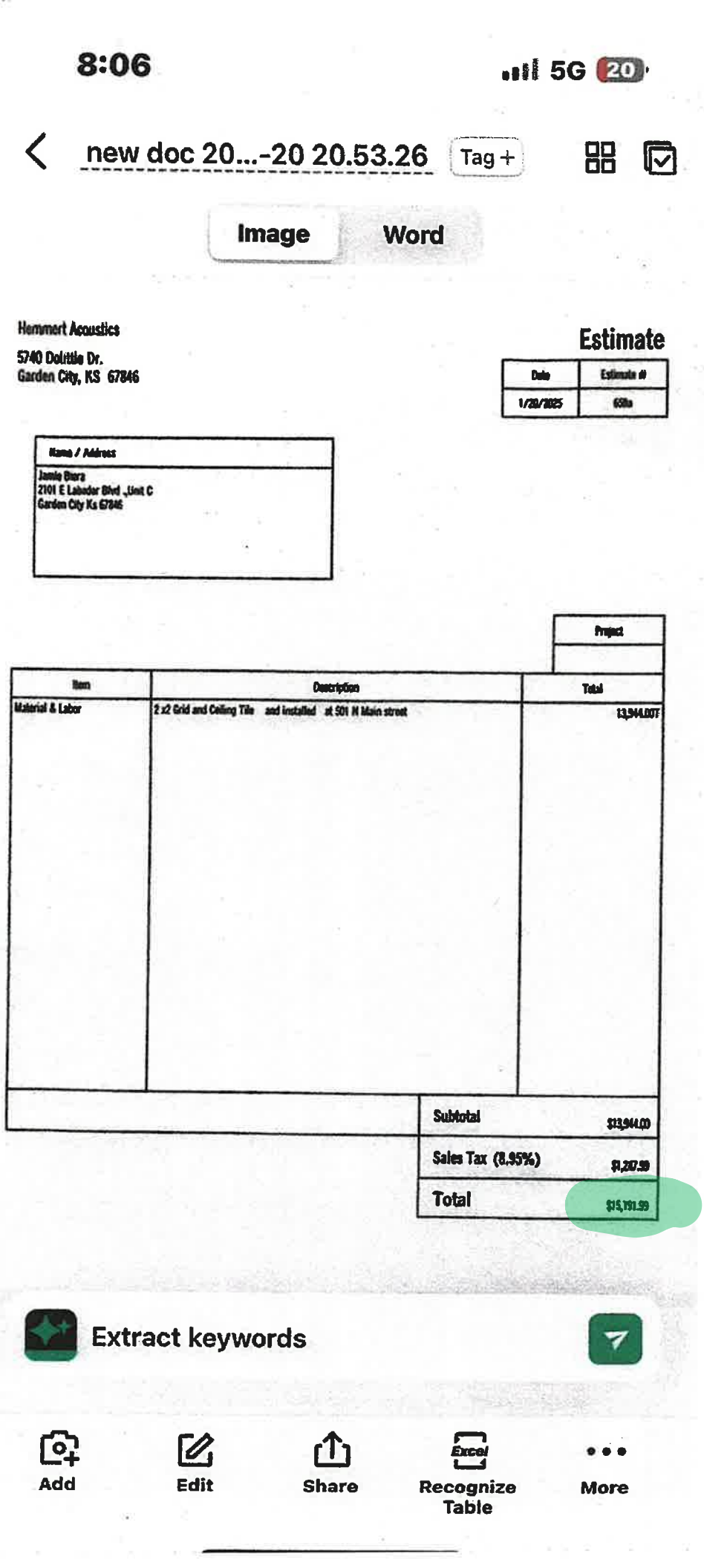
	DESCRIPTION	
1 ea.	4' x 10" Pan Sign w/ Vinyl Graphics Installed	$1,085.00
		$0.00

Thank-you for doing business with us.
We hope to see you in the future.

	Sub total:	$1,085.00
8.95%	Tax:	$97.11
	Deposit:	
	Total amount:	$1,182.11
	Due	$1,182.11

Note: A 1 1/2% per month or 18% per year service charge will be added to invoice unpaid 30 days after invoice date.

INTERIOR REMODEL



$15,191.99 - INTERIOR REMODEL

INVOICE #5062

Rod Fercking Construction
1500 Harvest Lane
Garden City, KS 67846
620-277-5161
EIN 84-4425715

1/17/2025

Project:
Jamie Barrera REMAX One
501 Grant Street
Garden City, KS 67846

Completed:
Pull demo and building permit and trash fee.

Materials/Subcontractors/ Equipment	
Demo permit.	33.00
Building permit.	575.00
Superior Disposal.	1,606.00

$1606 - DEMO

Labor up to 1/4/25	
Jake 0hr. x 25.00	0.00
Payton 0hr. x 25.00	0.00
Lupe 0hr. x 45.00	0.00
Antonio 0hr. x 45.00	0.00
Sammy 0hr. x 50.00	0.00
Rod 0hr. x 60.00	0.00
Labor sales tax. (residential exempt 8.95%)	0.00
TOTAL DUE	$2,214.00

A service charge of 1.5% per month will be added to past due accounts over 30 days from the date listed above.

Rod Fercking

pd. on 1/17/25
JB

TATRO
COMMERCIAL • INDUSTRIAL • SERVICE • PLUMBING • MECHANICAL

Main: 620.277.2167 - 1413 W. Thompson St., Garden City, KS 67846
West: 719.621.1047 – 717 Seedling Ct., Colorado Springs, CO 80915
Toll Free: 888.TATRO4U / 888.828.7648
Fax: 620.277.0244
www.TATRO.co

January 20, 2025

Jamie Biera

501 N Main

Garden City, KS 67846

Re: Bathroom Remodel

Jamie,

We see your project as follows,

1. Entrance
    a. Replace shut off valve inside where water comes into property
    b. Remove existing wall hydrant and cap off water line
    c. Remove needle valve
2. Office Restroom
    a. Install 6 gallon electric water heater, install water lines to sink
3. Building Restroom
    a. Cap off water and drain line for existing vanity
    b. Remove concrete to move toilet 8" to the west and repour upon completion
    c. Set and hook up water and drain for (2) Toilets and (3) Sinks
4. Customer to provide fixtures, water heater

Project Price: $2,897.00 + Sales Tax

INTERIOR REMODEL

Sincerely,

Mike Kreutzer

INVOICE #5061

Rod Fercking Construction
1500 Harvest Lane
Garden City, KS 67846
620-277-5161
EIN 84-4425715

1/10/2025

Project:
Jamie Barrera REMAX One
501 Grant Street
Garden City, KS 67846

Completed:
Pull demo permit, demo walls and ceilings, and start permit for construction.

Materials/Subcontractors/ Equipment	
NA	0.00
Labor up to 1/4/25	
Jake 23hr. x 25.00	575.00
Payton 15hr. x 25.00	375.00
Lupe 58hr. x 45.00	2,610.00
Antonio 58hr. x 45.00	2,610.00
Sammy 0hr. x 50.00	0.00
Rod 12hr. x 60.00	720.00
Labor sales tax. (residential exempt 8.95%)	616.66
TOTAL DUE	$7,506.66

DEMO/ INTERIOR REMODEL

A service charge of 1.5% per month will be added to past due accounts over 30 days from the date listed above.

Komlofske
Karpentry & Remodel

Completion of all carpentry work
& provision of materials required (minus cabinets)

INTERIOR REMODEL

Labor - $15,600
Material - $2,400

Total: $18,000

50% labor } $10,200 up front → pd. 1/28/25
Material money }

XX

X _____ 1/28/25

Kolter Komlofske
620-805-1584
KomlofskeKarpentry@outlook.com

Proposal

I & A Painting & Remodeling
Garden City Ks, 67846

Proposal Submitted To:

01/28/2025

Jamie Biera
Location:
501 N. Main St.
Main St.
Garden City Ks, 67846
Garden city Ks, 67846

Job

501 N.

Job Description: Paint Interior Walls
Primer and 2 Coats Finish
Paint Wood Work, Door and Shelves
I & A Painting will provide all materials

Proposed Cost:

INTERIOR REMODEL

$8,300.00

Acceptance of Proposal: The above prices and specifications are satisfactory and are hereby accepted.

Signature

Date:

ESTIMATE

J&T Electric LLC
PO Box 461
Garden City, KS 67846

j.telectric@outlook.com
+1 (620) 315-4038
www.jtelectricsolar.com

Ready Five

Bill to
Jamie Biara
501 N. Main Street
Garden City, Kansas 67846

Ship to
Jamie Biara
501 N. Main Street
Garden City, Kansas 67846

Estimate details
Estimate no.: 1009
Estimate date: 01/28/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.	01/28/2025	**Services**	Office Remodel, includes demo.	1	$32,000.00	$32,000.00
2.	01/28/2025	**Note**	46 Receptacles 5 Switches 42 -4x2- Lights 4 Can Lights 2 Light/Fan Combos New Homeruns Installed as Needed New Breakroom Wiring	1	$0.00	$0.00
3.		**Note**	We will bill two times, both due upon receipt: 1. After demo, at approximately 50% project completion. 2. After project completion.	1	$0.00	$0.00

Total **$32,000.00**

Accepted date

Accepted by

INTERIOR REMODEL

The Genuine. The Original.

OVERHEAD DOOR

Weathercraft of Garden City

PO Box 745
Garden City, KS 67846
Phone: (620) 275-4070

Invoice

Invoice Number
249213
Invoice Date
12/27/2024

4775

Bill To: Bierra, Jamie
2101 Labrador Blvd

Garden City, KS 67846

Re: Bierra, Jamie
501 N. Main St.

Garden City, KS 67846

Our Job No	Customer Job No	Customer PO	Payment Terms	Due Date
249213			Net 30 Days	1/26/2025

Description	Price
Job Complete per Proposal	
Installed NPI on North Wall, Flashing on North Parapet, and sealed all pitch pans	
Materials	1,292.40
Labor	861.60

REMODEL

1.3 % interest per month after 30 days
We accept Visa and Mastercard
A Convenience Fee of 3.75% will be added to your payment

Subtotal	$	2,154.00
Sales Tax (if applicable)	$	115.67
Retainage		0.00
Total Due	**$**	**2,269.67**

Thank you for your business!

BIDDING SCOPE FORM #394

Rod Fercking Construction, LLC
1500 Harvest Lane
Garden City, KS 67846
Cell 620-277-5161

9/20/2024

Project:
Jamie Biera
501 N. Main Street
Garden City, KS 67846

Scope: Creating new Office spaces for REMAX Real Estate.

Includes: As Per Floor Plan.
Paint exterior walls.
Replace and relocate existing exterior lighting with LED lights.
Remove and replace existing exterior doors with new glass front doors.
Re-stripe parking lot paint.
Install new exterior signage and address numbers.
Patch and repair existing roof membrane.
Construct a roof top deck with new stairs leading to roof.
Remove all existing cabinets and countertops.
Remove existing carpet and tile in all Offices, Lobby, and Entry and replace with new commercial carpet squares and porcelain tile.
Remove existing walls to accommodate new Offices and Conference Room.
Install glass walls and doors for new Rooms.
Install new Reception cabinets and quartz tops.
Install tongue and groove wood in Entry Corridor.
Update (4) Bathrooms with new under floor plumbing, toilets and vanities.
Relocate electrical for new appliances, lights, switches, and receptacles.
Install new LED 2'x2' drop in light fixtures.
Add bigger electrical panel box to a 200-amp service.
Install new cabinets and quartz tops in new Conference and Reception Rooms.
Patch and paint all existing and new walls.
Remove and install new 2'x2' drop in ceiling tile and grid for entire building.
Clean, re-stain, and varnish all existing oak doors, casing, and base.

Includes: All work described above.
Labor.
Materials.
Debris removal.
Building Permit.
Architect stamped plans.
Sales tax. (existing commercial requires labor sales tax)
General Liability and Worker's Comp. Insurances.

Excludes:
Any other work to site.

Our best and final bid on this work is: $112,430.00
This offer will remain valid for 60 days from the bid date listed above.

Rod Fercking Construction LLC

Jamie Biera/ REMAX

This page is for administrative use only.

REIMBURSEMENT SCORE

Project Address: 501 N. Main, Garden City, KS 67846

Applicant Name: Jamie Biera

Project Description: Office Remodel (Remax One)

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

Potential Reimbursement Amounts:

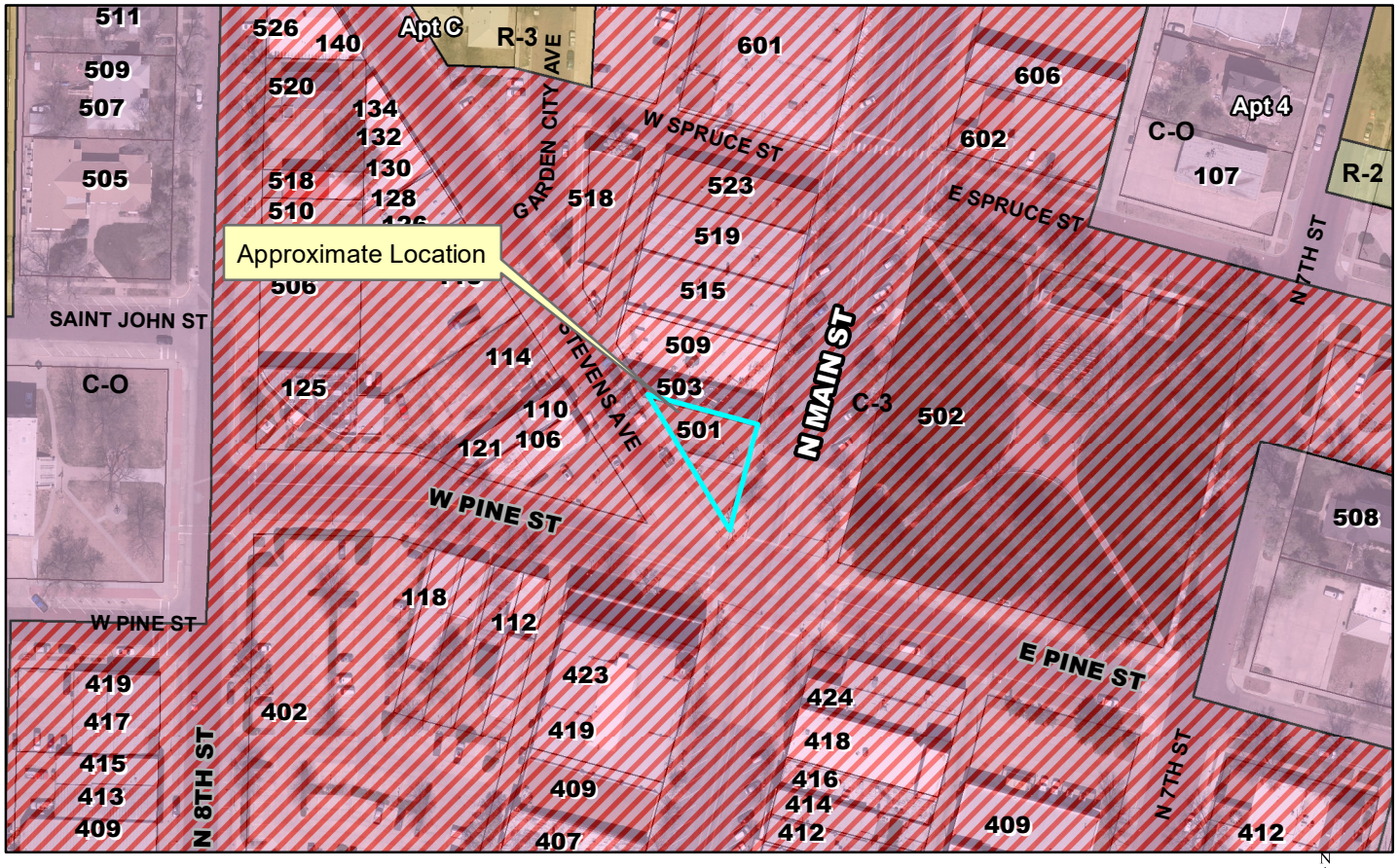
Total Points: 3 x 2 = 6 % Potential Reimbursement

Potential Reimbursement Amount: $ 6,496.49

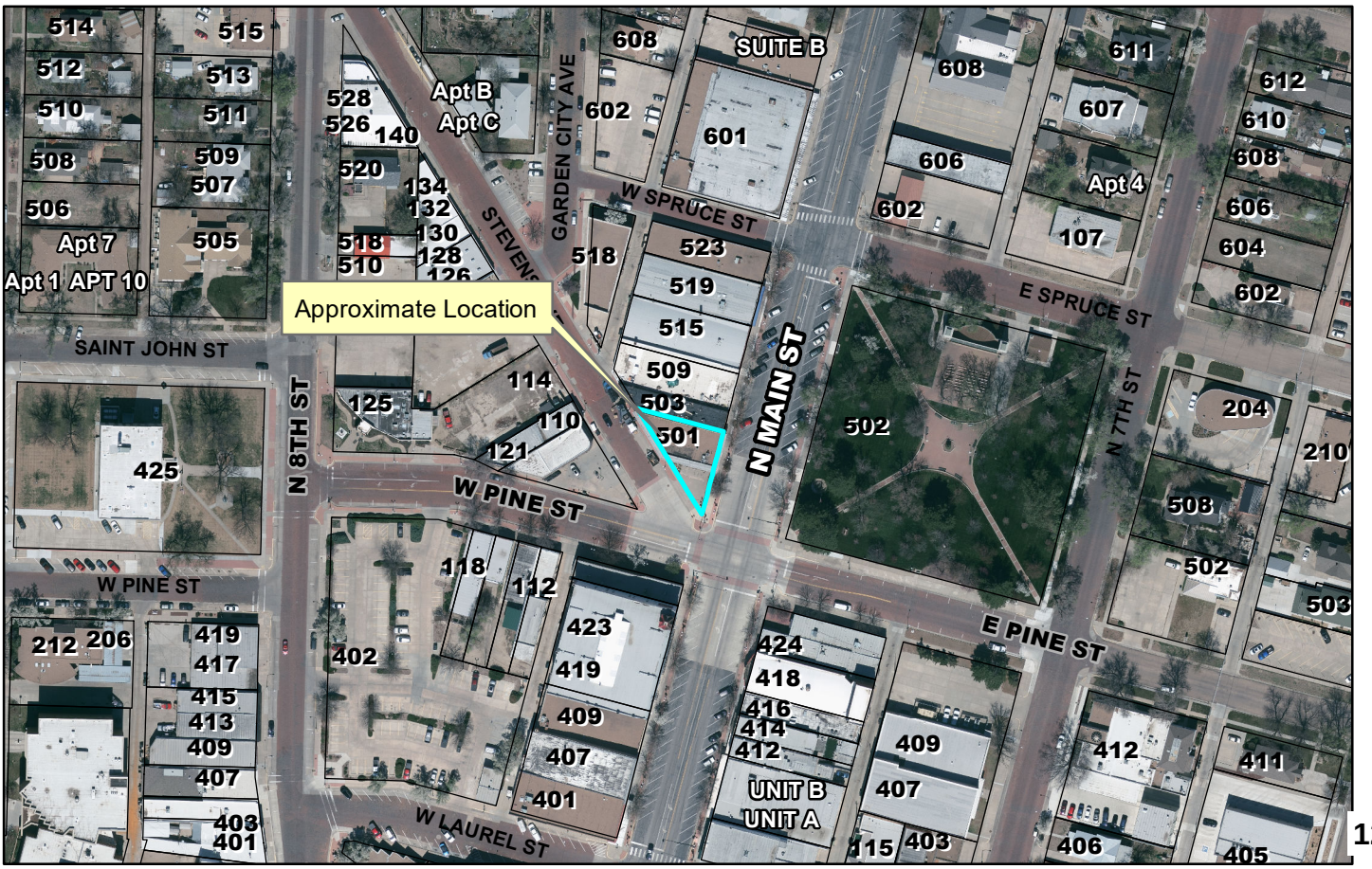
Staff Name: John Presisto	**Staff Completion Date:** 2 / 14 / 25
Governing Body Consideration Date: 3 / 4 / 25	**Governing Body Approved Amount:** $
Project Completion Date: / /	**Reimbursement Date:** / /

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

STAFF SIGNATURE: _____ **DATE:** 2/14/25



Case Number: DDF25-01
Applicant: Jamie Biera
Address: 501 N. Main Street
Request: Consideration and approval for the distribution of the Downtown Development Funds for 501 N. Main Street.



GARDEN CITY
— KANSAS —

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Kristi Newland, Zoo Director
DATE: March 4, 2025
RE: Revisions to Zoo Facility Use Guidelines and Agreement

ISSUE:

The Governing Body is asked to consider and approve a revised Zoo Facility Use Guidelines and Agreement, which includes revisions to fees for event use.

BACKGROUND:

Lee Richardson Zoo is a fifty-acre facility that is free to pedestrians and open 361 days of the year. The Zoo is accredited by the Association of Zoos and Aquariums and is a premier attraction for Garden City and the surrounding area. It is often the site for various community or private events.

A Zoo Facility Use Guidelines and Agreement was last reviewed and approved by the Governing Body in 2014. The document establishes rules and guidelines for non-Zoo use of Lee Richardson Zoo buildings and grounds, preserving the property from undue deterioration, and ensuring the use of the property is compatible with the Zoo's mission.

The Zoo Advisory Board reviewed the fees during their January meeting this year and recommended increases primarily due to inflation. The increase for going after midnight was also based on the increased workload for staff. Other revisions included updating the wording (i.e., zoo collection to zoo residents). The document was also reorganized to flow better. Impactful changes made to provide clarity, update to match City policy, or reduce the impact on the Zoo and Zoo guests are included below:

Addition on Page 1 : *For-profit businesses cannot operate on Zoo/City property unless they are operating within a non-profit/non-commercial special event (i.e. food trucks at Tumbleweed Festival).*

Addition on Page 2 under section II. Non-Zoo events that impact general admission and normal use by Zoo visitors (close the Zoo to vehicle and/or pedestrian public access) during regular zoo hours or fall outside of normal zoo hours will be subject to the following fees and conditions:

Event organizers shall: *get approval from the City Commission for any closure of the Zoo to normal public use (pedestrian or vehicular).*

If the closure to vehicles starts after the Zoo drive-through is open, the Zoo will need to close the drive-through access an hour before any setup that may block the road to allow guests already in the zoo time to exit. This hour will be part of the time charged for the event.

Changes starting on page 2: Usage fee may be waived by the *City Commission*. *Used to say Zoo Advisory Board and Zoo Director.*

II a. During regular Zoo hours:

- Closure of Zoo to pedestrians and public vehicles for any part of a day,

  FEE: from $3000.00 per day, $300 per hour to *$4,500 per day, $450 per hour*

- Closure of Zoo to vehicular traffic only (i.e. resulting from fencing off West Green) while still allowing free pedestrian admission with minimal impact on zoo animal exhibit viewing.

  FEE: from $1000.00 per day, $100 per hour to *$1,500 per day, $150 per hour*

II b. After regular Zoo hours:

FEE:

After regular Zoo hours until midnight (including tear down): from $1500 base price to *$2,500 base price*

Close Zoo early to vehicles only: $100 per hour to *$150 per hour*

Close Zoo early to vehicles and pedestrians: $ 300 per hour to *$450 per hour*

Event or event tear down goes beyond midnight (or event tear down occurs after Zoo hours on subsequent days): $200 per hour to *$450 per hour*

Page 5 additions under Zoo Use Guidelines/Event organizers agree:

No smoking *or vaping* on Zoo grounds *(all of Finnup Park is smoke/vape free)*

No latex balloons in the Zoo. They are a safety hazard for the Zoo animals.

No drone use in the Zoo unless approved by the Zoo Director.

Any music during an event must be covered under the City's BMI or ASCAP license. If the event organizer has a different music license of their own (SESAC, or GMR), proof of the license must be provided prior to the event.

No inflatables/moonwalks without proof of liability insurance.

- *If approved these must be properly anchored at an approved location on the roadway rather than on the grass.*

Page 6 addition under Event organizers must coordinate/supply:

Event-related operations that occur at the gate (i.e. checking event registration, dealing with event vendors) must be done by event personnel unless otherwise arranged with the Zoo Director.

ALTERNATIVES:

1. The Governing Body may approve the revised Zoo Facility Use Guidelines and Agreement as presented.
2. The Governing Body may postpone approval and give staff other directions.

RECOMMENDATION:

Staff recommend Alternative 1: The Governing Body approves the revised Zoo Facility Use Guidelines and Agreement as presented.

FISCAL NOTE:

There is no fiscal impact by taking this action.

ATTACHMENTS:

Zoo Facility usage policy Rev 3.25
Zoo Facility usage policy 6 14

Zoo Facility Use Guidelines and Agreement

Revised March 2025

This policy establishes rules and guidelines for non-Zoo use of Lee Richardson Zoo buildings and grounds, preserving said property from undue deterioration, and ensuring the use of the property is compatible with the Zoo's mission.

The Lee Richardson Zoo (hereinafter referred to as Zoo) is a City-owned zoological park committed to serving the general public by inspiring the conservation of wildlife and wild places through its animal residents and a variety of related programs. To this end, the Zoo maintains a 50-acre campus with several public facilities and animal habitats. The Zoo shall give priority to its own programs and resident/habitat needs in the use of spaces within its campus and facilities. Further, facility use for non-Zoo events must comply with all applicable laws.

The Zoo, as a department of the City of Garden City, follows policies set forth by the City and the department. When allowing for the use of the Zoo for non-Zoo events, the Zoo shall ensure that the comfort and safety of Zoo visitors come first, that the Zoo's animal residents are cared for and protected, and that the buildings, contents, and grounds are secure and maintained.

All events must adhere to Lee Richardson Zoo's Facility Use Guidelines and Agreement.

If non-profit/non-commercial events are fundraising in nature, the focus of the fundraising may not compete with Lee Richardson Zoo's fundraising priorities/mission. Non-profits are community partners registered as 501c3s.

For-profit businesses cannot operate on Zoo/City property unless they are operating within a non-profit/non-commercial special event (i.e. food trucks at Tumbleweed Festival).

Zoo Hours: Open to pedestrians 8-5 Day after Labor Day – April 1 (9 hrs), 8-7 April 1-Labor Day (11 hrs).
Open to vehicles 10-4 (6 hrs Nov- April 1), 8- 4 (8 hrs Day after Labor Day/Oct), or 8-6 (10 hrs April – Labor Day).

I. Use of West Green Gazebo or Picnic Shelters during regular Zoo hours with no impact on general admission and normal use of Zoo by Zoo visitors
   - No fee.
     Facilities can be reserved on a first come/first served basis. Reservations can be made by calling the Zoo office (620-276-1250) Monday - Friday (8 a.m.-12 p.m., 1 p.m.-5 p.m.).

II. Non-Zoo events that impact general admission and normal use by Zoo visitors (close the Zoo to vehicle and/or pedestrian public access) during regular zoo hours or fall outside of normal zoo hours will be subject to the following fees and conditions:

Event organizers shall:

- provide proof of liability insurance for their event,
- coordinate planning with the Zoo Director and other City staff/departments as needed through the City's Special Event Request process. This covers the use of City facilities, grounds, and equipment, including but not limited to: trash cans, electricity, and after-hours access related to the event, as well as the hanging of advertising banners or signs, public barriers for crowd control, access to non-public areas, and security considerations.
- get approval from the City Commission for any closure of the Zoo to normal public use (pedestrian or vehicular).
- if applicable, get approval from the City Commission to charge a separate fee to enter the Zoo.

The fee to have the event on Zoo property shall be payable in advance of the event, with two options available for PAYEE.

Option 1:

Fee payable to Lee Richardson Zoo, City of Garden City, to be applied to a zoo maintenance fund in the Capital Improvement Reserve Fund.

Option 2:

Fee payable to Friends of Lee Richardson Zoo, a 501(c)(3) not-for-profit organization. When paid to FOLRZ, fee would be a tax-deductible donation, and would be used for future Zoo improvements approved by Zoo Director.

Usage fee may be waived by the City Commission. If the waiver is in lieu of a comparable donation of in-kind services or materials to the Zoo or FOLRZ, the donations should occur during the year in which the event will occur.

If the closure to vehicles starts after the Zoo drive-through is open, the Zoo will need to close the drive-through access an hour before any setup that may block the road to allow guests already in the zoo time to exit. This hour will be part of the time charged for the event.

Events sponsored by the Zoo and FOLRZ are not subject to usage fees as proceeds directly support Zoo improvements or further the Zoo's mission.

II a. <u>During</u> regular Zoo hours:

- Closure of Zoo to pedestrians and public vehicles for any part of a day,
  FEE: $4,500.00 per day, $450 per hour

- Closure of Zoo to vehicular traffic only (i.e. resulting from fencing off West Green) while still allowing free pedestrian admission with minimal impact on zoo animal exhibit viewing.
  FEE: $1,500.00 per day, $150 per hour

II b. <u>After</u> regular Zoo hours:

FEE:
After regular Zoo hours until midnight (including tear down): $2,500 base price
Close Zoo early to vehicles only: $150 per hour
Close Zoo early to vehicles and pedestrians: $ 450 per hour
Event or event tear down goes beyond midnight (or event tear down occurs after Zoo hours on subsequent days): $450 per hour

This does not include any animal areas being open past normal Zoo hours. Animal areas, animal demos, Discovery Carts would be extra and can be discussed with the Zoo Director.

III. If interested in using the Finnup Center for Conservation Education, please see Use Policy for that building.

Zoo Usage Guidelines

Event organizers agree that no one connected to the event (personnel, volunteers, attendees, etc.) will harass or otherwise endanger any specimens belonging to the Zoo, be it animal or plant, and they will make every effort to leave the Zoo as they found.

Event organizers/personnel understand that they are obligated to follow Zoo policies and guidelines and instructions given to them by Zoo staff (City of Garden City employees) during event set up, tear down, and while the event takes place on Zoo premises (property of the City of Garden City).

Zoo staff will inspect the applicable Zoo property following the event and determine if damage has occurred or if the condition of the used space or property requires more than ordinary cleanup. Such will be documented, and the event organizers will be notified. The inspection will happen during the morning of the next day if the event ends after dark. The event organizers will repay the Zoo the cost of replacement/repairing the damage or for the time for cleanup (or return and finish the cleanup themselves in a timely fashion). If the event organizers fail to repay, the City of Garden City may seek payment through any legal process and deny the event organizers, or the related organization, the ability to use the Zoo and/or City facilities for events in the future.

Zoo staff present at events will provide security for the Zoo in accordance with Zoo policies and USDA regulations as well as Zoo restroom checks if needed (discuss with Zoo Director prior to event). Zoo staff will be at the facility for the duration of any events (set up and tear down included) on Zoo grounds outside of Finnup Center for Conservation Education (FCCE) and have the authority to enforce all Zoo rules and regulations. Zoo staff are authorized to expel guests who violate Zoo policies or who compromise, in any way, the safety of visitors or security of the facilities, grounds, and residents.

Sound limits for animal safety/health: the Zoo reserves the right to request noise level reduction for the health and safety of the animals.

- Stages and amplifiers should be aimed away from animal exhibits whenever possible.
- Maximum 110dB limit at the stage area of concerts or events. If zoo animal agitation results, Zoo staff will request a reduction in order to provide for the safety of the animals and the guests. Event organizers agree to comply with the requested reduction.
    - If in close proximity to and/or pointed toward animal habitats, the sound level may need to be reduced.

Location Description

West Green is an open-air grass area located within the perimeter fence of Lee Richardson Zoo. It offers two picnic shelters, one gazebo, shade trees, numerous picnic tables, small grills, access to the “Triangle” restrooms, and use of trash containers normally on site.

- There is very limited artificial light at the West Green or along the Zoo roads. Events are encouraged to end in time to complete clean up by 10:30 or 11 pm at the latest.
- Besides the drinking fountain, which is seasonally operational at the nearby “Triangle” restroom, there is no potable water access at the West Green.

The gazebo is generally used for events such as weddings and church services.

- No picnic tables are allowed on the gazebo
- No staples, nails, thumbtacks, or any such hardware may be used to put up decorations in the gazebo. Tape must be used and must be removed at the end of the event.

Event organizers agree

- No dogs/pets allowed
  - Only Zoo animals, native wild animals, and service animals are allowed on property without permission of the Zoo Director
    - Service animals permitted according to ADA policy
- No smoking or vaping on Zoo grounds (all of Finnup Park is smoke/vape free)
- The Event organizer is responsible for informing event attendees and event personnel of the Zoo's no smoking/vaping and no pets policy and helping to enforce the policies.
- All roadways, exits, and emergency vehicle access points are to remain accessible.
- Event personnel will pick up and properly dispose of any litter generated by event and event attendees.
- No latex balloons in the Zoo. They are a safety hazard for the Zoo animals.
- No drone use in the Zoo unless approved by the Zoo Director.
- Any music during an event must be covered under the City's BMI or ASCAP license. If the event organizer has a different music license of their own (SESAC, or GMR), proof of the license must be provided prior to the event
- If using a charcoal grill, please use the grills provided. If this is not possible, you may bring your own grill. Do not place any coals in dumpsters or on the grass. They must be taken with you. In addition, large, trailer-type grills may not be parked on the grass.
- Please do not discard large quantities of ice (like coolers full of ice) on the grass. Ice can be dumped directly on the edge of the pavement or in mulched areas.
- No stakes are to be driven into Zoo grounds without permission from the Zoo Director. If using a tent or other structures that require stabilization, the use of weights is recommended.
- To make every effort to leave the Zoo as they found.
- Zoo is open year-round, and events are held rain or shine.
  - Zoo is not responsible for providing an alternative location or additional shelters in the event of bad weather.
- No alcohol/cereal malt beverages on grounds (permit must be requested from and approved by City Commission- event holder must make request after informing/approval of Zoo Director)

- To preserve the environment for other users, driving vehicles on the grass is strictly prohibited unless written permission has been received from the Zoo Director prior to the event.
  - Driving on the grass/parking on the grass is to be kept to an absolute minimum even with permission from the Zoo Director (i.e., when equipment is too heavy to carry, and parking will prevent back-and-forth trips).
    - Every effort should be made to limit damage to the grounds (discuss specifics with Zoo Director prior to event, plywood down for heavy vehicles, watch for and avoid marked irrigation heads and boxes)

- If bringing private utility vehicles to use on Zoo grounds during event (i.e., for transportation of equipment), this must be disclosed to and approved by Zoo Director prior to the event.

- Any vehicles associated with the event must be driven safely and in accordance with Zoo policies (speed limit, direction of traffic, etc.).
    - Any planned deviations to direction of traffic must be discussed with and approved by the Zoo Director.
- Vendor carts/wagons are to stay on the road unless otherwise previously arranged with Zoo Director.
- The Zoo has the right to limit any equipment on Zoo grounds including vending machines, Amusement rides and games.
    - No inflatables/moonwalks without proof of liability insurance
        - If approved, these must be properly anchored at an approved location on the roadway rather than on the grass.
- Deliveries for events must be done while event personnel are present unless otherwise arranged with/approved by Zoo Director.
- Access is limited to the agreed upon areas of the Zoo approved for the event.
- Zoo staff is not responsible for loading/unloading event vehicles or transporting items.
- Zoo reserves the right to refuse a musical or entertainment act based on visitor and/or animal safety concerns, noise restrictions, or power requirements.
- Follow all Zoo policies, as well as city, county, state, and federal laws and ordinances, that apply to the event.

Event organizers must coordinate/supply:

- Zoo access points: During regular Zoo operating hours, the only gates open will be the vehicle access gate at 4th Street and the pedestrian entrance gate (the Arches). Access through other gates during Zoo hours or access after-hours, if essential to the event, can be discussed with the Zoo Director.
    - Event organizer must supply personnel to staff any gates not normally open/open only for the event that the Zoo Director agrees can be open for the essential operation of the event while maintaining the safety of the Zoo.
        - Zoo perimeter gates must be manned at all times by event personnel when open. If any gate is found unmanned, Zoo staff will close that gate.
        - Event-related operations that occur at the gate (i.e., checking event registration, dealing with event vendors) must be done by event personnel unless otherwise arranged with the Zoo Director.
- Electrical needs (if beyond Zoo capabilities, City Electrical Department must be involved)
    - Heavy-duty outdoor extension cords that reach power source.
- Trash containers (if extra are needed or dumpsters need emptied during event)
    - If event needs more containers than regularly on West Green, event organizers should discuss the availability of more with Zoo Director. If the number of trash containers needed is beyond the Zoo's supply, Public Works Department must be contacted by event organizers for poly carts.
        - If additional trashcans are supplied by the Zoo, liners for said cans must be supplied by event organizers.
        - Trashcans/poly carts must be emptied during event or event tear down by event personnel.

- If dumpsters need emptied during a multi-day event, event organizers must request this from Public Works Department.
- If more dumpsters are needed for the event, event organizers must request this from Public Works Department.

- Permits if needed (i.e., alcohol, noise, etc.)
  - Event organizers must inform Zoo Director of plans to serve/sell alcoholic and/or cereal malt beverages at the event, and if approved by Zoo Director, must submit request to City Commission for a permit
    - Zoo Director must approve the use of glass containers prior to the event to ensure the safety of Zoo grounds and residents.
    - Event organizers must
      - ensure that a guest does not leave the event premises with an opened container of alcohol, as prohibited by law.
      - ascertain that such beverages are not sold to/possessed or consumed by minors under the age of 21.
- Security (crowd control, if alcoholic/cereal malt beverages are involved, if set ups or equipment are being left overnight)
  - Security for event attendees or equipment, beyond what is offered by the Zoo staff and perimeter fence, is the responsibility of the event organizers.
    - i.e., for decorations, equipment, etc., set up/used for the event if left unattended
    - Irresponsible drinking should be addressed by event personnel before it becomes an issue for Zoo staff or police to handle
- Set up and tear down of tents, stages, tables, chairs, bleachers, etc… (must coordinate locations with Zoo to avoid damaging irrigation lines)
  - Zoo staff must be on Zoo grounds during set up and tear-down but are not responsible for setting up or tearing down.
  - If set up or tear down occurs during hours when the Zoo is open to the public, obstructing the flow of vehicle traffic or other impacts on visitors' experience at Lee Richardson Zoo is to be kept to a minimum
  - Artificial lighting is minimal at West Green, so Event organizers should plan accordingly.
- If needed, event organizers must supply hoses, trashcan liners, chairs, tables, port-a-potties, tents, etc.
  - For events with estimated total attendance of 500 or more, the event organizers are required to arrange for at least 3 port-a-potties (one must be handicap accessible) from a local company. Event organizer must have this billed directly to the event organizer from the vendor.

Use of the train, Safari Cycles, Carousel, etc., or access to Safari Shoppe must be discussed/coordinated with Friends of Lee Richardson Zoo.

Zoo Facility Use Guidelines and Agreement

June 2014

The purpose of this policy is to establish rules and guidelines for the use of Lee Richardson Zoo buildings, and grounds, to preserve said property from undue deterioration, and ensure the use of the property is compatible with the mission of the zoo.

The Lee Richardson Zoo (hereinafter referred to as Zoo) is a City-owned zoological park committed to serving the general public by inspiring conservation of wildlife and wild places through its animal collection and a variety of related programs. To this end, the Zoo maintains a 50-acre park with several public facilities and animal exhibits. The Zoo shall give priority to its own exhibits and programs in the use of spaces within its park and facilities. Further, facility use for non-Zoo events must be in compliance with applicable laws.

I. Non-zoo organizations requesting to use the Lee Richardson Zoo gazebo or picnic shelter on the West Green during regular zoo hours in a manner that will not impact general admission and normal use by zoo visitors will be subject to these conditions:

- Under these conditions, there is no fee for the use of the gazebo or picnic shelter during regular zoo hours. Said facilities can be reserved on a first come/first served basis. Reservations can be made by calling the Zoo office (620-276-1250) Monday - Friday (8 a.m.-12 p.m., 1 p.m.-5 p.m.).

  - Gazebo is generally used only for weddings and church services
    - No picnic tables allowed on the gazebo
  - If you decorate the shelter or gazebo, staples, nails, thumbtacks, or any such hardware may not be used. Tape may be used if you remove all traces of it.

II. Non-Zoo events that impact general admission and normal use by zoo visitors during regular zoo hours or fall outside of normal zoo hours will be subject to the following fees and conditions:

The Zoo as a department of the City of Garden City follows policies set forth by the department and the City. When allowing for the use of the Zoo for non-Zoo events, the Zoo shall ensure that the comfort and safety of Zoo visitors come first, that the Zoo's animal collection is cared for and protected, and that the contents, buildings, and grounds are secure and maintained.

Event organizers shall provide proof of liability insurance for their event, and coordinate planning with the Zoo Director or other staff or city departments, as directed, regarding use of facilities, grounds, and equipment, including but not limited to: trash cans, electricity, and after-hours access related to the event, as well as the hanging of advertising banners or signs, public barriers for crowd control, access to non-public areas, and security considerations.

Fee shall be payable in advance of the event, with two options available for PAYEE.

Option 1:

Fee payable to Lee Richardson Zoo, City of Garden City, to be applied to a zoo and grounds maintenance fund. (Fees would be credited to the capital project line item in the Capital Improvement Reserve Fund.)

Option 2:

Fee payable to Friends of Lee Richardson Zoo, a 501(c)(3) not-for-profit organization. When paid to FOLRZ, fee would be a tax-deductible donation, and would be used for future zoo improvements.

Usage fee may be waived upon the approval of the Zoo Advisory Board and Zoo Director in lieu of a comparable donation of in-kind services or materials to the zoo or FOLRZ during the course of the year in which the event will occur.

Events sponsored by the zoo and FOLRZ are not subject to usage fees as proceeds from these events directly support zoo improvements or further the zoo's mission.

Event organizers agree that no one connected to the event (personnel, volunteers, attendees, etc..) are to harass or otherwise endanger any specimens belonging to the zoo, be it animal or plant, and they will make every effort to leave the Zoo as they found.

Event organizers/personnel understand that they are obligated to follow Zoo policies and guidelines, and instructions given to them by Zoo staff (City of Garden City employees) while the event takes place on Zoo premises (property of the City of Garden City).

Zoo staff will conduct an inspection of the applicable Zoo property following the event and determine if damage has occurred or if the condition of the used space or property require more than ordinary cleanup. Such will be documented, and the event organizers will be notified. The inspection will happen during the morning of the next day if the event ends after dark. The event organizers will repay the Zoo the cost of replacement/repairing the damage or for the time for cleanup (or return and finish the cleanup themselves in a timely fashion). If the event organizers fail to repay, the City of Garden City may seek payment through any legal process and deny the event organizers, or the related organization, the ability to use the Zoo and/or City facilities for events in the future.

II a. Non-Zoo event that impact general admission and normal use by zoo visitors during regular zoo hours will be subject to the following fees and conditions:

- **Closure of entire zoo (to vehicles and pedestrians) for any part of a day, FEE: 3000.00 per day, $300 per hour**
- **Closure of zoo to vehicular traffic only (i.e. resulting from fencing off West Green) while still allowing free pedestrian admission with minimal impact on zoo animal exhibit viewing.**

  FEE: 1000.00 per day, $100 per hour

Open to vehicles 10-4 (6 hrs Nov- April 1) or 8- 4 (8 hrs Sept/Oct) or 8-6 (10 hrs April – early Sept).
Open to pedestrians 8-5 Sept – April 1 (9 hrs), 8-7 April 1-Sept (11 hrs)

II b. Non-zoo organizations requesting to use the Lee Richardson Zoo grounds for events after regular zoo hours shall be subject to the following fees and conditions:

- **Use of "West Green" after regular zoo hours for non-profit events involving a separate event admission charge to enter the event/zoo.**

Non-Profit Events: Rates available for community partners registered as 501c3 non-profits; events must adhere to Lee Richardson Zoo's Facility Use Guidelines and Agreement. Approvals of events are at the discretion of the Zoo Director. If events are fundraising in nature, the focus of the fundraising may not be in competition with Lee Richardson Zoo's fundraising priorities/mission.

Location Description
West Green is an open-air, grass area located within the perimeter fence of Lee Richardson Zoo. It offers two picnic shelters, one gazebo, shade trees, numerous picnic tables, small grills, access to the "Triangle" restrooms, and use of trash containers normally on site.

- There is very limited artificial light at the West Green or along the zoo roads, so we encourage events to end in time to complete clean up by 10:30 or 11 pm at the latest.
- There is no access to potable water at the West Green. (Drinking fountain at nearby "Triangle" restroom is seasonally operational.)

FEE
After regular zoo hours until midnight (including tear down): $1500 base price
Close zoo early to vehicles only: $100 per hour
Close zoo early to vehicles and pedestrians: $ 300 per hour
Event or event tear down goes beyond midnight (or event tear down occurs after zoo hours on subsequent days): $200 per hour

This does not include any animal exhibits being open for attendees past normal zoo hours. Exhibits, animal demos, discovery carts would be extra and can be discussed with the zoo director.

III. If interested in using the Finnup Center for Conservation Education, please see Use Policy for that building.

Zoo Usage Guidelines

Zoo staff present at events will provide security for the zoo in accordance with zoo policies and USDA regulations as well as zoo restroom checks if needed (discuss with Zoo Director prior to event). Zoo staff will be at the facility for the duration of any events (set up and tear down included) on zoo grounds outside of Finnup Center for Conservation Education (FCCE) and have the authority to enforce all Zoo rules and regulations. Zoo staff are authorized to expel guests who violate Zoo policies or who compromise, in any way, the safety of visitors or security of the facilities, grounds and animals.

Sound limits for animal safety/health: the zoo reserves the right to request noise level reduction for the health and safety of the animals.

- Stages and amplifiers should be aimed away from animal exhibits whenever possible.
- Maximum 110dB limit at the stage area of concerts or events (if zoo animal agitation results, zoo staff will request a reduction in order to provide for the safety of the animals and the guests. Event organizers agree to comply with the requested reduction).
    - If in close proximity to and/or pointed toward animal exhibits, the sound level may need to be reduced.

Event organizers must coordinate/supply:

- Electrical needs (if beyond zoo capabilities, Electrical department must be involved)
    - Heavy-duty outdoor extension cords that reach power source.
- Trash containers (if extra are needed or dumpsters need emptied during event)
    - If event needs more containers than regularly on West Green, event organizers should discuss availability of more with Zoo Director. If the number of trash containers needed is beyond the Zoo's supply, Public Works department must be contacted by event organizers for poly carts.
        - If additional trashcans are supplied by the zoo, liners for said cans must be supplied by event organizers.
        - Trashcans/poly carts must be emptied during event tear down by event personnel
    - If dumpsters need emptied during a multi-day event, event organizers must request this from Public Works Department
    - If more dumpsters are needed for the event, event organizers must request this from Public Works Department
- Permits if needed (i.e. alcohol, noise, etc..)
    - Event organizers must inform Zoo Director of plans to serve/sell alcoholic and/or cereal malt beverages at the event, and if approved by Zoo Director, must submit request to City Commission for a permit
        - Zoo staff must approve the use of glass containers, prior to the event, to ensure the safety of our grounds and animals.
        - Event organizers must
            - ensure that a guest does not leave the event premises with an opened container of alcohol, as prohibited by law.
            - ascertain that such beverages are not sold to/possessed or consumed by minors under the age of 21.
- Security (crowd control, if alcoholic/cereal malt beverages are involved, if set ups or equipment are being left over night)
    - Security for event attendees or equipment, beyond what is offered by the zoo staff and perimeter fence, is the responsibility of the event organizers.

        - i.e. for decorations, equipment, etc. set up/used for the event if left unattended
        - Irresponsible drinking should be addressed by event personnel before it becomes an issue for zoo staff or police to handle
- Set up and tear down of tents, stages, tables, chairs, bleachers, etc… (must coordinate locations with Zoo to avoid damaging irrigation lines)
    - Zoo staff must be on zoo grounds during set up and tear down of events outside of FCCE but are not responsible for setting up or tearing down.
    - If set up or tear down occurs during hours when the zoo is open to the public, obstructing the flow of vehicle traffic or other impacts on visitors' experience at Lee Richardson Zoo is to be kept to a minimum
    - Artificial lighting is minimal at West Green so Event organizers should plan accordingly
- Zoo access points: During regular zoo operating hours, the only gates open will be the vehicle access gate at 4th street and the pedestrian entrance gate (the Arches). Access through other gates during zoo hours or access after-hours if essential to the event can be discussed with the Zoo Director.
    - Event organizer must supply personnel to man any gates that the Zoo Director agrees can be open for the essential operation of the event while maintaining the safety of the zoo beyond the zoo gates that are open (staffed) for regular daily operation of the zoo.
        - Zoo perimeter gates must be manned at all times when open. If any gate is found unmanned, zoo staff will close that gate.
- If needed, event organizers must supply garden hoses, trashcan liners, chairs, tables, port-a-potties, tents, etc…
    - For events with estimated total attendance of 500 or more, the event organizers are required to arrange for at least 3 port-a-potties (one must be handicap accessible) from a local company. This will be billed directly to the event organizer from the vendor.
- Supply proof of liability insurance for their event

Event organizers agree

- To preserve the environment for other users, driving vehicles on the grass is strictly prohibited unless written permission has been received from the Zoo Director prior to the event.
    - driving on the grass/parking on the grass is to be kept to an absolute minimum even with permission from the Zoo Director (i.e. when equipment is too heavy to carry, and parking will prevent back and forth trips)
        - If bringing private utility vehicles to use on zoo grounds during event for transportation of equipment, etc… such must be disclosed to and approved by zoo staff prior to the event.
        - Every effort should be made to limit damage to the grounds (discuss specifics with zoo staff prior to event, plywood down for heavy vehicles, watch for and avoid marked irrigation heads, and boxes)
        - any vehicles associated with the event must be driven safely and in accordance with zoo policies (speed limit, direction of traffic, etc..).
- Discuss entry points for set up/tear down vehicles/personnel (number of free admissions through 4th street gate requested, use of shop automatic gate), all vehicles to follow direction of visiting traffic flow through zoo whenever possible, deviations must be discussed with Zoo Director.

- Vendor carts/wagons are to stay on the road unless otherwise previously arranged with Zoo staff
- All roadways, exits, emergency vehicle access points are to remain accessible.
- The Zoo has the right to limit any equipment on Zoo grounds including vending machines, Amusement rides or games
    - No inflatables/moonwalks without liability insurance
- Deliveries for events must be done while event personnel are present unless otherwise arranged with/approved by zoo staff.
- To make every effort to leave the Zoo as they found
- No one connected to the event (personnel, volunteers, attendees, etc...) is to harass or otherwise endanger any specimens belonging to the zoo, be it animal or plant.
- Access is limited to the agreed upon areas of the zoo discussed for the event.
- Zoo staff is not responsible for loading/unloading event vehicles or transporting items.
- Zoo reserves the right to not allow a musical or entertainment act based on visitor and/or animal safety concerns, noise restrictions, or power requirements.
- Zoo is open 360 days a year and events are held rain or shine.
    - Zoo is not responsible for providing an alternative location or additional shelters in event of bad weather.
- No alcohol/cereal malt beverages on grounds (permit must be requested of and approved by City Commission- event holder must make request after informing/approval of Zoo Director)
- Follow all Zoo policies as well as city, county, state and federal law and ordinances, which apply to the event.
- No dogs/pets allowed
    - only zoo animals and native wild animals allowed on property without permission of the Zoo Director
    - Service animals permitted according to ADA policy
- No smoking on zoo grounds (outside of zoo perimeter fence or in private vehicles only – please keep cigarette butts in the vehicle or dispose of properly if you're on grounds)
- The Event organizer is responsible for informing attendees of the zoo's no smoking and no pets policy.
- Event personnel will pick up and properly dispose of any litter generated.
- If using a charcoal grill, please use the grills provided. If this is not possible, you may bring your own grill. Do not place any coals in dumpsters or on the grass. They must be taken with you. In addition, large, trailer type grills may not be parked on the grass.
- Please do not discard large quantities of ice (like coolers full of ice) on the grass. Ice can be dumped directly on the edge of the pavement or in mulched areas.
- If you decorate the shelter or gazebo, staples, nails, thumbtacks, or any such hardware may not be used. Tape may be used if you remove all traces of it.

Use of the train or access to Safari Shoppe must be discussed/coordinated with FOLRZ.

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Rachelle Powell, Director of Aviation
DATE: March 4, 2025
RE: Airport PFC Imposition and Use

ISSUE:

The Governing Body is asked to consider and approve the Public Notice for the Impose and Use of Passenger Facility Charges (PFC) at Garden City Regional Airport.

BACKGROUND:

The Federal Aviation Administration (FAA) Passenger Facility Charge (PFC) Program allows the collection of PFC fees up to $4.50 for every eligible passenger at commercial airports controlled by public agencies. PFCs are capped at $4.50 per flight segment with a maximum of two PFCs charged on a one-way trip or four PFCs on a round trip, for a maximum of $18 total. Airports use the fees to fund FAA approved projects that enhance safety, security, or capacity.

The airline collects the fee of $4.50, retains $0.11 per ticket for processing and provides a check to the public agency (City of Garden City - Garden City Regional Airport) in the amount of $4.39 multiplied by the number of revenue passengers who depart the airport.

The City of Garden City utilizes the funds to pay the City's cost share of FAA Airport Improvement Projects (AIP). PFCs are currently being collected for the City's cost share of AIP-32 through AIP-41 in the collection amount of $556,286. The collection of the fees is anticipated to be completed in September 2025.

The City of Garden City is starting a new application to impose and use PFCs at the Garden City Regional Airport. The PFC process is as follows: March 4, 2025 - Public Notice and Notification to the Airline, April 3, 2025 - Airline consultation and public comment meetings, airline and public comments are due May 5, 2025, and the PFC application will be sent to the FAA on May 6, 2025. The FAA has up to 120 days to complete the following: review the application, file the application, provide a 30-day public comment period, and prepare a Record of Decision.

The application will include the City's cost share of AIP-42 Airport Beacon Replacement, AIP-48 the acquisition of vehicles to include an Aircraft Rescue and Fire Fighting Truck (ARFF) with equipment and airport Snow Removal Equipment (SRE), and AIP-49 Taxiway A Reconstruction Design. AIP-43 Airfield Markings is not eligible as it was 100% funded by the FAA. AIP-44 through AIP-47 Terminal Design and Construction are not eligible as the City share was funded through sales tax.

The amount of the application is $100,883. The proposed effective date is September 1, 2025, with estimated expiration of July 1, 2026. The effective date may be adjusted to eliminate the stoppage

of PFC revenue between the current application and the proposed application. Additional information may be found in the accompanying Public Notice Passenger Facility Charge (PFC) document.

ALTERNATIVES:

1. The Governing Body may approve the Public Notice for the Impose and Use of Passenger Facility Charges (PFC) at Garden City Regional Airport.
2. The Governing Body may not approve the Public Notice for the Impose and Use of Passenger Facility Charges (PFC) at Garden City Regional Airport.
3. Governing Body may provide guidance to staff.

RECOMMENDATION:

Staff recommends the Governing Body approve the Public Notice for the Impose and Use of Passenger Facility Charges (PFC) at Garden City Regional Airport.

FISCAL NOTE:

The PFC revenue is allocated to the airport budget fund 56261100-3003 PFC Allocation and is audited on an annual basis.

ATTACHMENTS:

Public Notice Passenger Facility Charge (PFC)

GARDEN CITY
REGIONAL AIRPORT

PUBLIC NOTICE OF PASSENGER FACILITY CHARGE (PFC)

Pursuant to CFR.158.24 the City of Garden City (City), owner and operator of the Garden City Regional Airport (Airport), hereby provides public notice of the City's intention to file a Passenger Facility Charge (PFC) application with the intent to Impose and Use the Passenger Facility Charge at the Airport to fund the local share of PFC eligible Airport Improvement Projects (AIP). The proposed charge effective date is September 1, 2025 with the estimated expiration date of July 1, 2026.

Project Title	**Description**	**Justification**	**PFC Level**	**Collection Amount**
Airport Beacon	Replaced Beacon	Previous Beacon Failure	$4.50	$5,627
Aircraft Rescue and Fire Fighting (ARFF) truck with equipment	Acquire ARFF truck and equipment	Meets FAA Part 139 Requirements	$4.50	$47,374
Taxiway A Reconstruction Design Phase I	Design reconstruction of TWY A (apron to RWY 12)	Pavement failure	$4.50	$17,888
Snow Removal Equipment (SRE)	Acquire SRE to replace 1995 SRE	Meets FAA Part 139 Requirements	$4.50	$29,944
			Total	**$100,883**

A public comment meeting will be held on April 3, 2025 at 9:00 am in the Airport Administrative Conference Room located at 2235 S. Air Service Road.

Public comments are due by 4:00 pm on May 5, 2025 and must be emailed to Rachelle.powell@gardencityks.us. For more information contact Rachelle Powell 620-276-1190.

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Nolan Thill, Parks Superintendent
DATE: February 26, 2025
RE: Valley View Cemetery Expansion Project Bid Award

ISSUE:
The Governing Body is asked to consider and approve a bid for Valley View Cemetery Expansion Project.

BACKGROUND:
On January 21, 2025, the City advertised for bids for the Valley View Cemetery expansion project. This seven-acre expansion project consists of clearing vegetation, constructing new asphalt roads, performing land grading, installing irrigation, seeding, and setting survey pins. This will add approximately 2,200 new burial plots for the community. Currently, Valley View Cemetery averages 176 burials per year. Bids were received and opened on February 19, 2025. The City received two bids:

Bidder	City	Total Bid
M&T Excavation, LLC	Garden City, KS	$678,880.29
APAC Kansas, Shears Div.	Dodge City, KS	$862,409.75
Engineers Estimate		*$1,090,320.00*

Wilson & Company, the City's engineering firm, and City staff reviewed the bids, subcontractor lists, and various bid documents. The recommendation to select the lowest bid from M&T Excavation, LLC. Following the opening and review of the bids, staff proposed a possible change order to M&T Excavation, LLC since the project bid was lower than anticipated. The proposed change order is a revision in the roadway section for a thicker aggregate base than originally planned to extend the life of the new roads. The proposed change from 6" base to an 8" base would add an estimated $30,000.00 to the bid, but still below the project budget. Below is an estimated project budget breakdown:

Project Bid: $678,880.00
Proposed Change Order Reflected in Alternative 3: $30,000.00
Subtotal related to this agenda Item: $708,880.00

Engineering and surveying: $39,500.00
Platting: $20,000.00
Irrigation consultant: $10,000.00
Miscellaneous costs: $10,000.00

Contingency (5%): $35,394.00

Subtotal for remaining budgeted project expenses outside this agenda item: $114,894.00

Projected Total (with the Change Order proposed in Alternative 3): $823,774.00
Original Estimated Project Amount: $1,090,320.00

Once awarded, the project is scheduled for completion by November 2025, with possible seeding extended to spring of 2026, if necessary.

ALTERNATIVES:

1. The Governing Body may approve the bid from M&T Excavation, LLC for $678,880.29.
2. The Governing Body may approve the bid from APAC Kansas, Shears Div. for $862,409.75.
3. The Governing Body may approve the bid from M&T Excavation, LLC and approve the project change order for $708,880.29.
4. The Governing Body may give further direction and recommendations.

RECOMMENDATION:

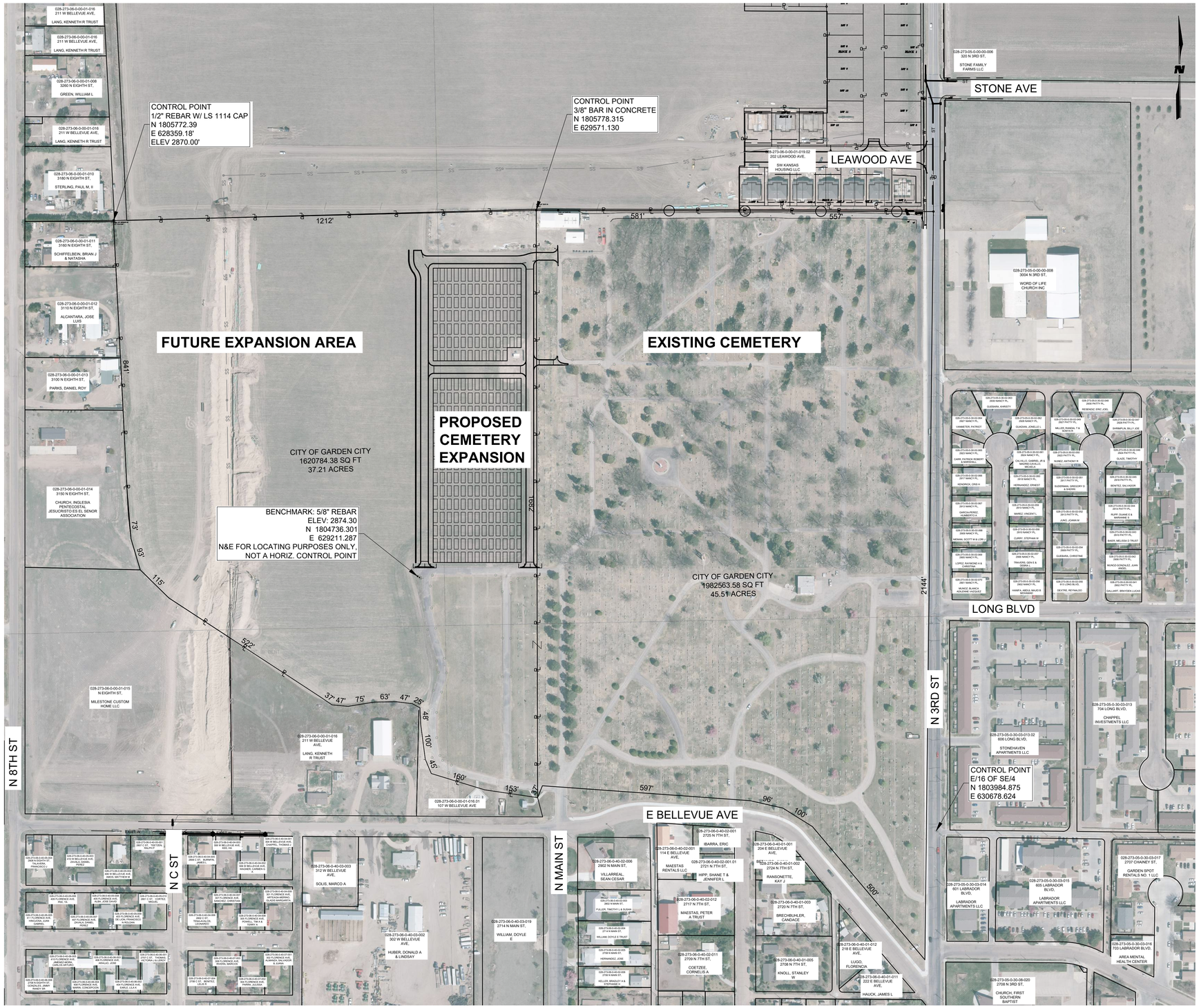
Staff recommends the Governing Body approve Alternative 3 for $708,880.29.

FISCAL NOTE:

The Valley View Expansion Project is funded out of the Cemetery Improvement Fund (code 40277100-6121). The current balance of this fund is $1,673,186.00.

ATTACHMENTS:

VVC Select Plansheets
VVC Bid Tab
VVC M&T Subcontractor List



SITE LAYOUT AND ACCESS PLAN

SCALE: 1" = 150'

LEGEND

ZONING
P-F PUBLIC FACILITIES

SURVEY CONTROL
LOCAL COORDINATE SYSTEM ONLY. UNITS: FEET.
CONTROL POINTS AND BENCHMARK AS SHOWN ON THIS SHEET. LEVEL CIRCUIT AND CONTROL POINT CHECKS TO BE PERFORMED PER SPEC 802.

LEGAL DESCRIPTION

LEGAL DESRIPTION "TRACT A"
A tract of land located in the South half of the Northeast quarter and the North half of the Southeast quarter of section 6, Township 24 South, Range 32 West of the 6th P.M. in Finney County, Kansas, being further described as follows:
Commencing at the NE corner of the SE quarter of the NE quarter of section 6, T24S, R32W of the 6th P.M., thence S00°00'15"E on the East Line of the NE quarter of section 6 for a distance of 880.84 feet to the NE corner of the Valley View Cemetery; thence N89°44'04"W on the North Line of said cemetery for a distance of 1075.51 feet; thence N89°48'30"W on the North Line of said cemetery for a distance of 62.87 feet to the Point of Beginning; thence S00°09'43"E on the West Line of said cemetery for a distance of 353.36 feet; thence S00°03'32"E on the West Line of said cemetery for a distance of 1324.08 feet to a found 1/2" rebar at the Southwest corner of said cemetery, said point also being on the Southerly right of way Line of the Farmers Irrigation Ditch; thence N81°38'04"W on said right of way Line for a distance of 153.17 feet; thence N12°56'55"W on said right of way Line for a distance of 160.24 feet; thence N22°38'21"W on said right of way Line for a distance of 44.56 feet; thence N07°17'46"W on said right of way Line for a distance of 100.44 feet; thence N02°34'04"W on said right of way Line for a distance of 47.12 feet; thence N61°29'16"W on said right of way Line for a distance of 25.14 feet; thence N83°07'26"W on said right of way Line for a distance of 46.95 feet; thence S84°14'17"W on said right of way Line for a distance of 62.93 feet; thence S80°55'25"W on said right of way Line for a distance of 75.16 feet; thence N84°36'45"W on said right of way Line for a distance of 46.55 feet; thence N55°35'57"W on said right of way Line for a distance of 37.41 feet; thence N 56°46'30"W on said right of way Line for a distance of 521.67 feet; thence N45°24'55"W on said right of way Line for a distance of 114.86 feet to the Southeast corner of Tract A of the Howard Smith First Survey; thence N 16°13'32"W on the Easterly Line of the Howard Smith First Survey for a distance of 422.83 feet; thence N06°06'10"W on the Easterly Line of said Smith survey for a distance of 72.51 feet to the Southeast corner of Tract B; thence N02°46'34"W on the East Line of Tract B for a distance of 150.22 feet; thence N02°46'41"W on the Easterly Line of said Smith survey for a distance of 430.27 feet to the Southeast corner of Tract F; thence N02°47'48"W on the Easterly Line of said Smith survey for a distance of 260.51 feet to the Southeast corner of Tract H; thence N88°43'01"E for a distance of 1211.94 feet to the Point of Beginning.
The above described tract contains 37.209 acres of land including the right of way of the Farmers Irrigation Ditch.
The basis of bearings being the North Line of the South half of the NE quarter of section 6, being recorded previously as S84°38'E.

WILSON & COMPANY
1700 EAST IRON AVE.
SALINA, KS 67401
PHONE: 785-827-0433
FAX: 785-827-5949
www.wilsonco.com

CONSULTANTS

SEAL



PROJECT NAME
VALLEYVIEW CEMETERY
EXPANSION
2900 N 3RD STREET
GARDEN CITY, KS 67846
FINNEY COUNTY

REV.	DATE	DESCRIPTION	BY

PROJECT NO:	2400006307
DESIGNED BY:	SLS
DRAWN BY:	SLS
CHECKED BY:	AMS
DATE:	----

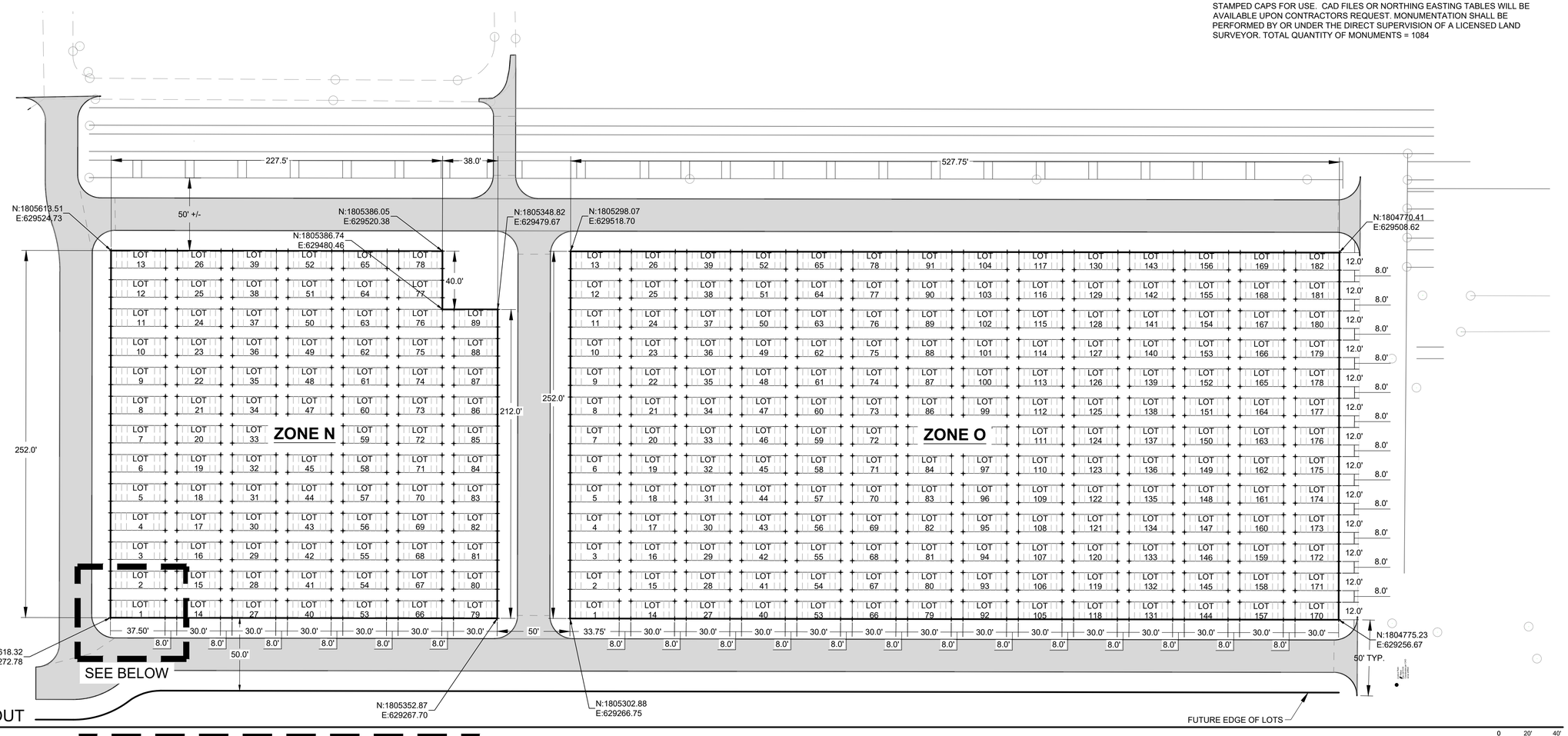
SHEET TITLE
SITE PLAN

SHEET NO:
3

1/18/2025 W:\Projects\2400006307\3_Disciplines_SHEETS\2_Sheets - civil\246307-SITEPLAN.dwg

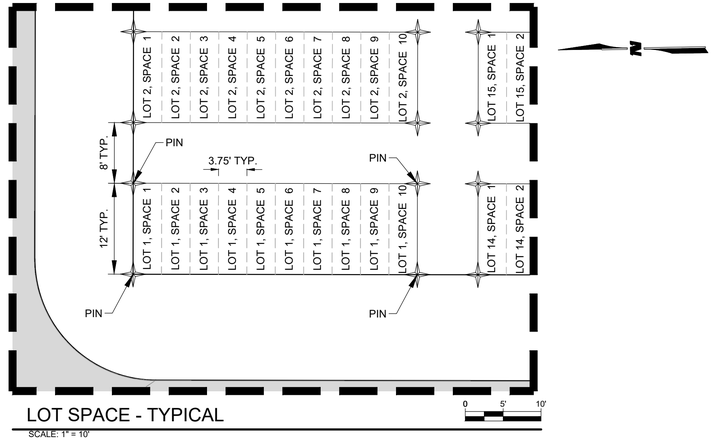
GENERAL NOTES

CONTRACTOR SHALL MARK EACH CORNER OF EVERY LOT WITH ½" REBAR, MINIMUM 30" LONG, FLUSH WITH FINISH GRADE. THE CITY WILL PROVIDE STAMPED CAPS FOR USE. CAD FILES OR NORTHING EASTING TABLES WILL BE AVAILABLE UPON CONTRACTORS REQUEST. MONUMENTATION SHALL BE PERFORMED BY OR UNDER THE DIRECT SUPERVISION OF A LICENSED LAND SURVEYOR. TOTAL QUANTITY OF MONUMENTS = 1084



LOT LAYOUT

SCALE: 1" = 40'



LOT SPACE - TYPICAL

SCALE: 1" = 10'

WILSON &COMPANY
1700 EAST IRON AVE.
SALINA, KS 67401
PHONE: 785-827-0433
FAX: 785-827-5949
www.wilsonco.com

CONSULTANTS

SEAL



PROJECT NAME

VALLEYVIEW CEMETERY
EXPANSION
2900 N 3RD STREET
GARDEN CITY, KS 67846
FINNEY COUNTY

REV.	DATE	DESCRIPTION	BY

PROJECT NO:	2400006307
DESIGNED BY:	SLS
DRAWN BY:	SLS
CHECKED BY:	AMS
DATE:	----

SHEET TITLE

LOT & BLOCK LAYOUT

SHEET NO:

4

1/9/2025 W:\Projects\2400006307\3_Disciplines_SHEETS\2_Sheets - civil\246307-BLOCK.dwg

BID TABULATION
Valley View Cemetery Expansion 2025
City of Garden City, Finney County

Bid Opening Date: 2/19/24 Bids Read By: A.Schart (Engineering) Bids Tabulated By: A. Schart (Engineering) Project No.W2401-01

Item	Quantity	Unit	M&T Excavation, LLC		APAC-Kansas, Inc., Shears Div.		Engineer's Estimate	
			Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Mobilization	1	LSUM	$29,649.25	$29,649.25	$70,990.00	$70,990.00	$77,800.00	$77,800.00
Contractor Construction Staking	1	LSUM	$3,495.00	$3,495.00	$28,175.00	$28,175.00	$16,500.00	$16,500.00
Contractor Quality Control & Testing	1	LSUM	$15,727.50	$15,727.50	$21,850.00	$21,850.00	$12,500.00	$12,500.00
Clearing & Grubbing	1	LSUM	$1,805.75	$1,805.75	$2,875.00	$2,875.00	$12,500.00	$12,500.00
Site Grading & Smoothing	1	LSUM	$17,475.00	$17,475.00	$15,236.00	$15,236.00	$25,000.00	$25,000.00
Removal of Existing Structures	1	LSUM	$873.75	$873.75	$862.50	$862.50	$2,000.00	$2,000.00
Lot Monumentation	1,084	EACH	$31.46	$34,102.64	$22.80	$24,715.20	$35.00	$37,940.00
Common Excavation	2,367	CUYD	$7.57	$17,918.19	$17.00	$40,239.00	$25.00	$59,175.00
Aggregate Base (6")(AB-3 Local)	6,840	SQYD	$11.46	$78,386.40	$13.00	$88,920.00	$20.00	$136,800.00
HMA-Commerical Grade (Class A){asphalt}	6,290	SQYD	$51.26	$322,425.40	$53.75	$338,087.50	$54.00	$339,660.00
Bollard	4	EACH	$699.00	$2,796.00	$565.00	$2,260.00	$1,500.00	$6,000.00
Irrigation System	1	LSUM	$100,747.36	$100,747.36	$158,955.00	$158,955.00	$295,000.00	$295,000.00
Erosion Control	1	LSUM	$873.75	$873.75	$15,812.00	$15,812.00	$5,000.00	$5,000.00
Traffic Control	1	LSUM	$2,330.00	$2,330.00	$6,250.00	$6,250.00	$1,500.00	$1,500.00
Temporary Fertilizer (16-20-00)	1,245	LBS	$2.91	$3,622.95	$1.50	$1,867.50	$2.00	$2,490.00
Temporary Seed (Annual Reygrass)	375	LBS	$10.72	$4,020.00	$3.00	$1,125.00	$15.00	$5,625.00
Temporary Seed (Sterile Wheatgrass)	375	LBS	$10.49	$3,933.75	$15.35	$5,756.25	$15.00	$5,625.00
Mulching /Hydro-Mulch	23	TON/KIP	$362.43	$8,154.68	$870.00	$19,575.00	$450.00	$10,125.00
Fertilizer (16-20-00)	100	LBS	$2.91	$291.00	$1.10	$110.00	$2.00	$200.00
Fertilizer (13-13-13)	1,160	LBS	$2.91	$3,375.60	$1.50	$1,740.00	$2.00	$2,320.00
Seed (All Pro Team Mates Plus)	1,830	LBS	$13.40	$24,522.00	$6.50	$11,895.00	$18.00	$32,940.00
Seed (Blue Grama)(Lovington)	2	LBS	$6.41	$12.82	$183.15	$366.30	$60.00	$120.00
Seed (Buffalograss)(Treated)	50	LBS	$46.83	$2,341.50	$94.95	$4,747.50	$70.00	$3,500.00
		BID TOTALS	**$678,880.29**		**$862,409.75**		**$1,090,320.00**	
		Precentage of Low Bid	100.00%		127.03%		160.61%	

from M&T Excavation, Inc.'s Bid Package

LIST OF SUBCONTRACTORS & SUPPLIERS

Bidders shall submit the following information pursuant to Article 12 of Section 00200 Instruction to Bidders.

Please check box accordingly:

☐ Subcontractors WILL NOT be utilized to complete work.

☒ *Subcontractors WILL be utilized to complete work. (Complete rest of form)*

Each CONTRACTOR who submits a bid shall list on this form, the name of each Subcontractor proposed to perform work for each category of the work that will be done by each Subcontractor, the City or County of the place of business of each Subcontractor, and other relevant information. The CONTRACTOR shall list only one (1) Subcontractor for each category/nature of work.

No CONTRACTOR whose bid is accepted shall not permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor listed in the original bid without the consent of the OWNER.

No CONTRACTOR whose bid is accepted, other than in the performance of change orders causing changes or deviations from the original contract, shall sublet or subcontract any portion of the work in excess of the listing threshold as to which his original bid did not designate a Subcontractor unless:

1) The CONTRACTOR fails to receive a bid from a category of work. Under such circumstances, the CONTRACTOR shall subcontract. The CONTRACTOR shall designate on the listing form that *NO BID WAS RECEIVED* or;
2) The Contractor fails to receive more than one bid for a category of work. Under such circumstances, the CONTRACTOR may subcontract. The CONTRACTOR shall state on the listing form that *ONLY ONE SUBCONTRACTOR'S BID WAS RECEIVED*, together with the name of the Subcontractor. This designation shall not occur more than one time on the subcontractor list.

Subcontractor/Supplier:	Category of Work or Trade:	City, State:	Phone #:
Klotz Sand CO	Asphalt	Holcomb ks	(620) 277-2627
Meyer Seeding	Seeding	Lincoln ks	(785) 531-9392
EBH Engineering	Staking	Great Bend ks	(620) 793-8411
Western Irrigation	Irrigation	Garden City ks	(620) 275-7378
Terracon	Quality control	Garden City ks	(620) 271-9791

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Derek Ramos, Assistant City Manager
DATE: March 4, 2025
RE: Appointment to the Cultural Relations Board

ISSUE:
The Governing Body is asked to consider and approve an appointment to fill a vacant seat on the Cultural Relations Board.

BACKGROUND:
The Cultural Relations Board (CRB) is composed of nine members representing diverse racial, social, ethnic, religious, and economic backgrounds, appointed by the Governing Body to promote cultural diversity within the community. Currently, the board has one vacancy, with existing members including Elda Zapien, Carmen De La Torre, Mary Buchman, Amy Longa, Vanessa Gaytan, Velia Rodriguez, Nidia Ortega, and Jorge Salamanca-Chavez.

One of the open positions is sought by applicant Rakhi Save. Her application was reviewed by the Cultural Relations Board during its meeting on February 3, 2025. Ms. Save has been a resident of Garden City/Finney County for nine years. She is a Physical Therapist with 12 years of experience, having worked in both inpatient and outpatient settings across all age groups. She is interested in serving on the board to use her knowledge and expertise for the betterment of the community.

The Cultural Relations Board recommends appointing Rakhi Save to fill one of the vacant positions.

ALTERNATIVES:
1. The Governing Body may approve the appointment of Rakhi Save to the Cultural Relations Board through December 2027.
2. The Governing Body may deny the appointment of Rakhi Save to the Cultural Relations Board.
3. The Governing Body may give staff further direction.

RECOMMENDATION:
The Cultural Relations Board and Staff recommend approving the appointment of Rakhi Save.

FISCAL NOTE:
None.

ATTACHMENTS:
Rakhi Save - Advisory Board Application

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

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GARDEN CITY
— KANSAS —

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Cynthia Beltran
DATE: March 4, 2025
RE: Indigent Agreement - Farnsworth

ISSUE:
The Governing Body is asked to consider and approve the Indigent Defense Agreement authorizing Ms. Heidi Farnsworth to begin legal representation of indigent defendants of the Garden City Municipal Court.

BACKGROUND:
Indigent defendants who qualify for court-appointed counsel have a statutory and constitutional right to counsel. The Garden City Municipal Court has traditionally contracted two attorneys to provide legal representation to indigent defendants. Ms. Farnsworth would replace Mr. Christopher Phillippy, whose contract was amicably terminated. If approved, Ms. Farnsworth would represent indigent defendants along with the current court-appointed attorney, Mr. Stephen Cott.

ALTERNATIVES:
1. The Governing Body may approve the Indigent Defense Agreement with Ms. Heidi Farnsworth.
2. The Governing Body may reject the Indigent Defense Agreement with Ms. Heidi Farnsworth.

RECOMMENDATION:
Staff recommends the Governing Body approve the Indigent Defense Agreement with Ms. Heidi Farnsworth.

FISCAL NOTE:
GL CODE 10011115-5721 (Legal-Court Appointed) will be used for this expense. This expense was budgeted at $130,000 for 2025.

ATTACHMENTS:
Agreement - Farnsworth

INDIGENT DEFENSE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2025, by and between the CITY OF GARDEN CITY, KANSAS (CITY), and HEIDI N. FARNSWORTH (COUNSEL).

WHEREAS, CITY desires to retain an attorney licensed in the State of Kansas to represent indigent defendants who qualify for court-appointed attorneys in the Municipal Court of the City (Municipal Court); and

WHEREAS, CITY is desirous of protecting the Constitutional and statutory rights of indigent defendants who appear before the Municipal Court; and

WHEREAS, COUNSEL is desirous of contracting with CITY to provide legal representation for indigent defendants.

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

1. RETENTION. CITY hereby retains COUNSEL to provide legal representation in the Municipal Court for individuals qualifying as indigent defendants in cases where there is the possibility of incarceration. The nature of the cases involved will primarily be the offenses of Driving While Under the Influence of Alcohol and/or Drugs, Driving While License Cancelled, Suspended, or Revoked, Domestic Battery, and Possession of Marijuana or Drug Paraphernalia, as well as other infractions or ordinances as defined by the Code of Ordinances of CITY, the Standard Traffic Ordinances for Kansas Cities, and the Uniform Public Offense Code for Kansas Cities.

2. SCOPE OF REPRESENTATION. COUNSEL shall be retained by CITY to represent indigent defendants in all proceedings before the Municipal Court, and shall include services required for trial, entry of plea, post-sentencing proceedings, and/or diversion. In addition, COUNSEL shall be retained to provide representation for indigent defendants should a matter be appealed to the District Court of Finney County or the appellate courts of the State of Kansas.

3. TERM. The term of this Agreement shall begin _____, 2025, and end December 31, 2025. The parties shall meet to confer at least sixty (60) days prior to the end of the term to determine if the terms and conditions of this Agreement need to be modified. Notwithstanding any of the foregoing, either party may terminate this Agreement by giving not less than sixty (60) days written notice to the other party. In the event that either party provides such notice, COUNSEL shall file a motion to withdraw for each appointed case, either individually or collectively. Upon the expiration of the 60-day notice of termination period, this Agreement shall be terminated and neither party shall have any further responsibility under this Agreement other than the obligation of CITY to pay COUNSEL for services already rendered up to the date of termination. Notwithstanding the foregoing, the obligations of the Parties under this Agreement shall remain in full force and effect for each appointed case until such time that the Municipal Judge approves the withdrawal of COUNSEL from each such case, either individually or collectively. The foregoing provision is intended to ensure that any termination of this Agreement by COUNSEL is conducted in a manner consistent with the requirements of Kansas Rules of Professional Conduct 1.16 (2025 Kan. S. Ct. R. at 370-372), Declining or Terminating Representation, and amendments thereto.

4. PAYMENT. CITY shall pay to COUNSEL for the legal representation to be provided by COUNSEL the amount of Three Hundred Sixty Dollars ($360.00) per case to which COUNSEL may be appointed by the Municipal Court, except post-sentence matters. In all post-sentence matters to which COUNSEL may be appointed, CITY shall pay to COUNSEL the amount of Two Hundred Thirty-five Dollars ($235.00) per case. In addition, CITY shall pay the following expenses incurred

by COUNSEL: witness fees, translator fees (subject to below), expert witness fees, long distance telephone calls, and depositions. The per case fee to be paid to COUNSEL is a flat fee, regardless of hours spent by COUNSEL or the nature of resolution of a case. Should a matter be appealed to the District Court of Finney County or an appellate court of the State of Kansas, CITY shall pay to COUNSEL the sum of One Hundred Dollars ($100.00) per hour up to a maximum fee of One Thousand Five Hundred Dollars ($1,500.00) per case which is appealed. In addition, CITY shall reimburse COUNSEL for actual expenses involved in an appeal within the scope of expenses delineated above, with the exception that CITY shall also be responsible for travel, lodging, and brief expenses should such expenses be incurred in conjunction with an appeal before an appellate court of the State of Kansas. Translator fees shall be paid at a rate not to exceed Twenty-five Dollars ($25.00) per hour, with a total for each case not to exceed One Hundred Dollars ($100.00). Any extraordinary expenses sought to be incurred by COUNSEL should be approved by the Municipal Court prior to expenditure.

In all cases, other than post-sentence matters, where COUNSEL is appointed and an indigent defendant leaves the jurisdiction of the Municipal Court or otherwise absents himself/herself from the Municipal Court or fails to appear at Court-ordered hearings for a period of three (3) months, or the indigent defendant hires private counsel, COUNSEL may file a Motion to Withdraw as counsel with the Municipal Court. Upon the granting of the Motion to Withdraw, COUNSEL shall be paid for the appointment as follows: (a) in the amount of One Hundred Fifty Dollars ($150.00) if the withdrawal is prior to entry of plea; or (b) in the amount of Three Hundred Fifty Dollars ($360.00) if the withdrawal is after entry of plea. In all post-sentence matters, COUNSEL shall be paid for the appointment as follows: (a) in the amount of One Hundred Dollars ($100.00) if the withdrawal is prior to entry of admission/denial; or (b) in the amount of Two Hundred Twenty-five Dollars ($235.00) if the withdrawal is after entry of admission/denial.

In all cases where COUNSEL is appointed and it is determined that an ethical conflict exists in continued representation of an indigent defendant by COUNSEL, COUNSEL shall be paid the amount of Fifty Dollars ($50.00) upon withdrawal from representation.

5. METHOD OF PAYMENT. When a case is finalized by COUNSEL, either through execution of a diversion agreement, entry of a plea of guilty or trial with subsequent sentence, acquittal, or dismissal, COUNSEL shall submit a voucher to CITY for payment. Further, COUNSEL shall submit a voucher for payment on a monthly basis, for all cases completed during a month. CITY shall timely pay all vouchers submitted. CITY may require proof of expenditure for all expenses requested to be reimbursed.

6. SELECTION OF COUNSEL. The Municipal Court shall maintain a list of the names of counsel contracting with CITY to provide indigent defendant representation. The Municipal Court shall select counsel for a case on a rotating basis. Should COUNSEL have a conflict in a particular case, the Municipal Court shall pass over COUNSEL for that particular case and then assign COUNSEL to the next case. COUNSEL reserves the right to refuse appointments based upon availability of resources and the ability to meet professional responsibility obligations to other clients. CITY shall have the right to retain as many attorneys as may be necessary to meet the needs of indigent defendants appearing before the Municipal Court.

7. INDEPENDENT CONTRACTOR. COUNSEL shall be considered an independent contractor, and not an employee of CITY. COUNSEL acknowledges and agrees that he is an independent contractor, and not an employee of CITY.

8. DISCHARGE OF DUTIES. COUNSEL agrees to strictly abide by the Model and Kansas Rules of Professional Conduct. In addition, COUNSEL agrees to zealously represent the rights and

interests of all indigent defendants to whom COUNSEL might be appointed to represent, and afford all indigent defendants the representation to which they are entitled by reason of the Constitutions of the United States and the State of Kansas, and federal and state statutory laws. In the event of conflict between the provisions of this paragraph and any other provision of this Agreement, the provisions of this paragraph shall control.

9. AVAILABILITIES OF FUNDS. In the event sufficient funds are not appropriated by the Governing Body of CITY for payment required under the terms and conditions of this Agreement, CITY may terminate this Agreement pursuant to the notice requirements of paragraph 3 above. In addition, CITY represents, covenants, and warrants that it is a political body constituting a political subdivision existing under the laws of the State of Kansas, and thereby, CITY has been approved by the Constitution and laws of the State of Kansas to enter into this Agreement and effect all of CITY's obligations under this Agreement. CITY further acknowledges that it has been duly authorized to execute and deliver this Agreement to COUNSEL and that all necessary actions by the Governing Body of CITY have been taken. This Agreement is subject to change or termination by the legislature of the State of Kansas.

10. DELIVERY OF DISCOVERY MATERIALS. The Office of the City Prosecutor and/or the Office of the Municipal Court will electronically produce discovery materials to COUNSEL. If COUNSEL desires discovery materials to be produced in a paper version, COUNSEL will be charged a per page amount, to be deducted from payments to COUNSEL made under paragraphs 4 and 5.

11. GENERAL COVENANTS.

(a) All notices required or which may be given hereunder shall be considered as properly given if delivered in writing, personally, or sent by mail, prepaid postage, and addressed as follows:

To CITY:	City Manager P.O. Box 998 Garden City, Kansas 67846
To COUNSEL:	Heidi N. Farnsworth FARNSWORTH LAW, LLC 509 E. 13th Street Ellis, Kansas 67637

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 the obligations, agreements, and understandings of the parties hereto, and there are no oral agreements or understandings between the parties hereto concerning the subject covered by this Agreement.

(c) This Agreement may be amended, changed, or modified only upon the written consent of all the parties.

(d) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives and permitted assigns.

(e) This Agreement shall be construed in accordance with the laws of the State of Kansas.

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

CITY OF GARDEN CITY, KANSAS

Date

By_____
ROY CESSNA, Mayor

ATTEST:

CELYN N. HURTADO, City Clerk

COUNSEL

Date

HEIDI N. FARNSWORTH

APPROVED AS TO FORM:

JENNIFER V. CUNNINGHAM, City Attorney

W:\RDG\CITY\MUNICOURT\INDIGENT.DEFENSE\Farnsworth\Indigent.Agmt.25.docx

GARDEN CITY
— KANSAS —

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Kristi Newland, Zoo Director
DATE: March 4, 2025
RE: Contract for architect services for Lee Richardson Zoo

ISSUE:

The Governing Body is asked to consider, approve, and authorize the Mayor to sign the contract with Hutton/GMCN for architect services producing designs, renderings, estimated construction budgets, and construction documents for three projects at Lee Richardson Zoo (bird holding/viewing building, 7th Street Drive-in entrance, and Wild horse and camel holding barns.

BACKGROUND:

In 2022, the Lee Richardson Zoo master plan was updated and approved by the City Commission. Designing and developing construction documents, artistic renderings, and estimated construction budgets for the bird holding/viewing building, the 7th Street drive-in entrance, and the wild horse and camel barns were submitted as a 2024 Capital Improvement Project. This project was selected as a priority project through the CIP program, and the Commission approved funding for the project in the 2024 budget.

During the City Commission meeting of November 5, 2024, the Governing Body approved the release of a request for proposals for architect services for three projects at Lee Richardson Zoo. Five submissions were received and reviewed by the Selection Committee. The Committee recommended Hutton/GMCN's proposal with a fee of $108,000. During the City Commission meeting of January 21, 2025, the Governing Body approved negotiating a contract for architect services with Hutton and GMCN.

The contract has been submitted by Hutton/GMCN and reviewed by the Zoo Director and the City Attorney.

ALTERNATIVES:

1. The Governing Body may approve and authorize the Mayor to sign the contract with Hutton/GMCN for architect services for Lee Richardson Zoo.
2. The Governing Body may decline to authorize the Mayor to sign the contract and offer staff other directions.

RECOMMENDATION:

Staff recommend Alternative 1: The Governing Body may approve and authorize the Mayor to sign the contract with Hutton/GMCN for architect services for Lee Richardson Zoo.

FISCAL NOTE:

Funds for this project are in the Capital Improvement Plan Fund ($210,000) and Zoo Projects 30830100 5511 ($15,000).

ATTACHMENTS:

Hutton.GMCN contract LR Zoo B101-2017

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twelfth day of February in the year Two Thousand Twenty Five
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Garden City
301 N. 8th
Garden City, KS 67846

and the Architect:
(Name, legal status, address and other information)

GMCN Architects, Inc.
115 E Laurel St.
Garden City, KS 67846

for the following Project:
(Name, location and detailed description)

Lee Richarson Zoo
312 E. Finnup Dr.
Garden City, KS 67846

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.
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User Notes:
(928264298)

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Scope to be developed per "Section III Scope of the Project" as described in the Request for Proposal document issued by the City of Garden City (dated November 8, 2024).

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Scope to be developed per "Section III Scope of the Project" as described in the Request for Proposal document issued by the City of Garden City (dated November 8, 2024).

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Budget for the Cost of the Work to be developed in conjunction with the design process, as requested in the Request for Proposal document issued by the City of Garden City (dated November 8, 2024).

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

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User Notes: (928264298)

.1 Design phase milestone dates, if any:

Schematic Design - Approximately six weeks after "kick off" meeting
Design Development - Approximately three weeks after Owner approval of Schematic Design documents
Budgeting and estimating - Approximately two weeks after Owner approval of Design Development documents
Construction Documents - Approximately eight weeks after Owner approval of proposed budget.

.2 Construction commencement date:

TBD. Construction not included in this contract.

.3 Substantial Completion date or dates:

TBD. Construction not included in this contract.

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

TBD. Construction not included in this contract.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Kristi Newland, Director of Lee Richardson Zoo
312 E. Finnup Dr.
Garden City, KS 67846
kristi.newland@gardencityks.us

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

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User Notes: (928264298)

TBD

.2

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Main point of contact
Deziree Miller
GMCN Architects, Inc.
115 E. Laurel St.
Garden City, KS 67846
dmiller@gmcnarchitects.com

Secondary Point of contact
Matt Byrum
Hutton Design + Build
116 E. Laurel
Garden City, KS 67846
mbyrum@huttonbuilds.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Design Team:

Hutton Design+Build
116 E. Laurel St.
Garden City, KS 67846

.2 Mechanical / Electrical Engineer:

Integrated Consulting Engineers, Inc.
349 South Hydraulic
Wichita, KS 67211

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.3 Civil Engineer:

EBH Engineering
596 Airport Rd.
Goodland, KS 67735

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

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§ 2.5.1 Commercial General Liability with policy limits of not less than One Million ($ 1,000,000.00) for each occurrence and One Million ($ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million ($ 1,000,000.00) each accident, One Million ($ 1,000,000.00) each employee, and One Million ($ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million ($ 2,000,000.00) per claim and Two Million ($ 2,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an opinion of probable Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

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§ 3.3.2 The Architect shall update the opinion of probable Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the opinion of probable Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the opinion of probable Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services – Not part of basic services. To be part of 4.2 Architect's additional services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding - Not part of basic services. To be part of 4.2 Architect's additional services

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- **.1** facilitating the distribution of Bidding Documents to prospective bidders;
- **.2** organizing and conducting a pre-bid conference for prospective bidders;
- **.3** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- **.4** organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals - Not part of basic services. To be part of 4.2 Architect's additional services

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

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.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
.2 organizing and participating in selection interviews with prospective contractors;
.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services- Not part of basic services. To be part of 4.2 Architect's additional services
§ 3.6.1 General
§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work - Not part of basic services. To be part of 4.2 Architect's additional services
§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not

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show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such

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requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Owner / Architect jointly

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not Provided
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Not Provided
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Architect

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

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(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- **.1** Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- **.2** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- **.3** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- **.4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- **.5** Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- **.6** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- **.7** Preparation for, and attendance at, a public presentation, meeting or hearing;
- **.8** Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- **.9** Evaluation of the qualifications of entities providing bids or proposals;
- **.10** Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- **.11** Assistance to the Initial Decision Maker, if other than the Architect.

(Paragraphs deleted)

§

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs.

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The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

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§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, environmental mediation (if any) of the site, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary opinion of probable Cost of the Work and updated opinions of probable Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any opinion of probable Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing the opinion of probable Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the opinion of probable Cost of the Work to meet the Owner's budget. The Architect's opinion of probable Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's opinion of probable Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

(Paragraphs deleted)

§ 6.7 If the Owner chooses to proceed under Section 6.6.4,. Any modification of the contract documents, if required, shall entitle the Architect to additional compensation under the terms of this agreement, whether or not the construction phase is commenced.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the

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Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days

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from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Fifteen percent (15%) of Compensation as defined in Article 11.1.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

To be Negotiated

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

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ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

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.1 Stipulated Sum
(Insert amount)

One hundred & eight thousand and no cents ($108,000.00)

.2 Percentage Basis
(Insert percentage value)

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

Refer to exhibit A

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Compensation for Additional Services shall be hourly per Article 11.7.

§ 11.2.1 Supplemental Compensation Schedule:

CAD input of existing building from clean original drawings: 15 cents per sf with no field verification; $500 minimum per building. Field verification of buildings will be billed on an Hourly basis as an Additional Service.

Field measurement and CAD input of existing building where there are no existing plans available: 25 cents per sf; $500 minimum per building.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Compensation for Additional Services shall be hourly per Article 11.7.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent (15.00 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty-Five	percent (	25	%)
Design Development Phase	Twenty-Five	percent (	25	%)
Construction Documents Phase	Fifty	percent (	50	%)
		(		%)
		(		%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent

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budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate ($0.00)
Principal 1	$140.00
Principal 2	$120.00
Associate 1	$ 105.00
Associate 2	$ 95.00
Staff 1	$ 85.00
Staff 2	$ 75.00
Staff 3	$ 65.00

§ 11.8 Compensation for Reimbursable Expenses
§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent (15.00 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

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§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Undisputed Amounts unpaid Sixty (60) days after the invoice date shall bear a late payment fee at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual late payment fee agreed upon.)

18.00 % per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 All references to "estimate of the Cost of Work" shall be deleted and replaced with "opinion of probable Construction Cost".

§ 12.2 The Owner shall review, authorize adjustments, and provide written approval of each design phase to the Architect. This approval shall be deemed as Notice-to-Proceed with the next design phase. Following approval of the Owner, revisions to prior approved design phases may be subject to Contingent Additional Services set forth in Paragraph 4.2.

§ 12.4 If as provided for in 12.3, any required item or component of the project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost to add such item of component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Architect be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project

§ 12.5 In recognition of the relative risks and benefits of the project(s) to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and his/her subconsultants to the Owner and to all construction contractors and subcontractors on the project(s) for any and all claims, losses, costs, damages, or any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Architect and his/her subconsultants to all those named shall not exceed the Architect's total fee for services rendered on the sole project(s) for which the claim(s) originate. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

§ 12.6 Architect reserves the right to assign personnel to this project as required to expedite the work and complete the project on schedule, and in consideration of other projects in Architect's office at that time.

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§ 12.7 Sales tax is not included in fees quoted above. Should the State of Kansas enact legislation that would require sales tax on professional services during the course of this project, the Owner agrees to add to the Architect's compensation the appropriate amount of sales tax specified by law.

§ 12.9 The Owner will contract directly with a licensed Geotechnical Engineering firm to investigate sub-soil conditions at all sites where new construction or additions are proposed. An allowance for the cost of this work has been built into the overall project budget.

§ 12.10 The Owner will contract directly with a licensed land surveyor to provide surveys at all sites. Architect will help Owner procure survey proposals for Owner's consideration. An allowance for the cost of this work has been built into the overall project budget.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
	Deziree Miller Principal Architect
(Printed name and title)	*(Printed name, title, and license number, if required)*

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EXHIBIT 'A'

FEE PROPOSAL

Hutton Design+Build's fee proposal for Lee Richardson Zoo is shown below. It is based on our recent, similar experience using our proprietary estimating system. This promises to be one of the more impactful decisions you'll make at Lee Richardson Zoo, and we are excited by the prospect of helping you multiply that impact for the betterment of your visitors and the community at large.

HUTTON DESIGN+BUILD & GMCN FEE PROPOSAL FOR LEE RICHARDSON ZOO:

SCOPE OF SERVICES:	BIRD HOLDING/VIEWING	7TH ST. ENTRANCE	WILD HORSE & CAMEL HOLDING BARNS		FEE TOTALS
Design	$15,840.00	$3,960.00	$9,900.00	$9,900.00	$39,600.00
Rendering (One View of each per RFP)	$3,840.00	$960.00	$2,400.00	$2,400.00	$9,600.00
Construction Docs	$21,600.00	$5,400.00	$13,500.00	$13,500.00	$54,000.00
Estimating & PreCon	$1,920.00	$480.00	$1,200.00	$1,200.00	$4,800.00
TOTAL FOR PHASE 1	**$43,200.00**	**$10,800.00**	**$27,000.00**	**$27,000.00**	**$108,000.00**

CLARIFICATIONS:				
Owner Meetings (Time & Travel)	3 Owner meetings Included for all Projects			
Bidding	PH 2	PH 2	PH 2	PH 2
CA	PH 2	PH 2	PH 2	PH 2

ADDITIONAL SERVICES (UPON REQUEST)		
Additional Owner meetings (Per trip)	$	1,600.00
Additional Renderings (Per View)	$	2,000.00



Rolling Hills Zoo Tiger Exhibit Concept. Designed by Hutton Design+Build.

Additions and Deletions Report for
AIA® Document B101® – 2017

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PAGE 1

AGREEMENT made as of the Twelfth day of February in the year Two Thousand Twenty Five

...

City of Garden City
301 N. 8th
Garden City, KS 67846

...

GMCN Architects, Inc.
115 E Laurel St.
Garden City, KS 67846

...

Lee Richarson Zoo
312 E. Finnup Dr.
Garden City, KS 67846

PAGE 2

Scope to be developed per "Section III Scope of the Project" as described in the Request for Proposal document issued by the City of Garden City (dated November 8, 2024).

...

Scope to be developed per "Section III Scope of the Project" as described in the Request for Proposal document issued by the City of Garden City (dated November 8, 2024).

...

Budget for the Cost of the Work to be developed in conjunction with the design process, as requested in the Request for Proposal document issued by the City of Garden City (dated November 8, 2024).

PAGE 3

Schematic Design - Approximately six weeks after "kick off" meeting
Design Development - Approximately three weeks after Owner approval of Schematic Design documents
Budgeting and estimating - Approximately two weeks after Owner approval of Design Development documents
Construction Documents - Approximately eight weeks after Owner approval of proposed budget.

...

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TBD. Construction not included in this contract.

...

TBD. Construction not included in this contract.

...

TBD. Construction not included in this contract.

...

None

...

Kriti Newland, Director of Lee Richardson Zoo
312 E. Finnup Dr.
Garden City, KS 67846
kristi.newland@gardencityks.us
PAGE 4

TBD

...

.2 ~~Civil Engineer:~~

...

Main point of contact
Deziree Miller
GMCN Architects, Inc.
115 E. Laurel St.
Garden City, KS 67846
dmiller@gmcnarchitects.com
Secondary Point of contact
Matt Byrum
Hutton Design + Build
116 E. Laurel
Garden City, KS 67846
mbyrum@huttonbuilds.com

...

.1 ~~Structural Engineer:~~Design Team:

Hutton Design+Build
116 E. Laurel St.
Garden City, KS 67846

...

.2 Mechanical / Electrical Engineer:

Integrated Consulting Engineers, Inc.
349 South Hydraulic

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Wichita, KS 67211

PAGE 5

.3 ~~Electrical~~ Civil Engineer:

EBH Engineering
596 Airport Rd.
Goodland, KS 67735

...

§ 1.3 The parties shall agree upon ~~written~~ protocols governing the transmission and use ~~of, and reliance on,~~ of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

PAGE 6

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million ($ 1,000,000.00) for each occurrence and One Million ($ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.5.5 Employers' Liability with policy limits not less than One Million ($ 1,000,000.00) each accident, One Million ($ 1,000,000.00) each employee, and One Million ($ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million ($ 2,000,000.00) per claim and Two Million ($ 2,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella ~~policies~~ polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

PAGE 7

§ 3.2.6 The Architect shall submit to the Owner an ~~estimate of the~~ opinion of probable Cost of the Work prepared in accordance with Section 6.3.

PAGE 8

§ 3.3.2 The Architect shall update the ~~estimate of the~~ opinion of probable Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the ~~estimate of the~~ opinion of probable Cost of the Work, and request the Owner's approval.

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...

§ 3.4.4 The Architect shall update the ~~estimate for the~~ opinion of probable Cost of the Work prepared in accordance with Section 6.3.

...

§ 3.5 Procurement Phase Services – Not part of basic services. To be part of 4.2 Architect's additional services

...

§ 3.5.2 Competitive Bidding - Not part of basic services. To be part of 4.2 Architect's additional services

...

§ 3.5.3 Negotiated Proposals - Not part of basic services. To be part of 4.2 Architect's additional services
PAGE 9

§ 3.6 Construction Phase ~~Services~~Services- Not part of basic services. To be part of 4.2 Architect's additional services

...

§ 3.6.2 Evaluations of the Work - Not part of basic services. To be part of 4.2 Architect's additional services
PAGE 11

§ 4.1.1.1 Programming	Owner / Architect jointly
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not Provided
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Not Provided
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided

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§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Architect

PAGE 13

~~**§ 4.2.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.~~

- ~~**.1** Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;~~
- ~~**.2** Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;~~
- ~~**.3** Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;~~
- ~~**.4** Evaluating an extensive number of Claims as the Initial Decision Maker; or,~~
- ~~**.5** Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.~~

~~**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:~~

- ~~**.1** ( ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor~~
- ~~**.2** ( ) visits to the site by the Architect during construction~~
- ~~**.3** ( ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents~~
- ~~**.4** ( ) inspections for any portion of the Work to determine final completion.~~

~~**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.~~

§

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 15

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the

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Architect; the costs of the land, environmental mediation (if any) of the site, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary ~~estimate of the~~ opinion of probable Cost of the Work and updated ~~estimates of the~~ opinions of probable Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any ~~estimate of the~~ opinion of probable Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing ~~estimates of the~~ the opinion of probable Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the ~~estimated~~ opinion of probable Cost of the Work to meet the Owner's budget. The Architect's ~~estimate of the~~ opinion of probable Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

...

§ 6.5 If at any time the Architect's ~~estimate of the~~ opinion of probable Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

~~**§ 6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall~~

- ~~**.1** give written approval of an increase in the budget for the Cost of the Work;~~
- ~~**.2** authorize rebidding or renegotiating of the Project within a reasonable time;~~
- ~~**.3** terminate in accordance with Section 9.5;~~
- ~~**.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,~~
- ~~**.5** implement any other mutually acceptable alternative.~~

§ 6.7 If the Owner chooses to proceed under Section ~~6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.~~6.6.4,. Any modification of the contract documents, if required, shall entitle the Architect to additional compensation under the terms of this agreement, whether or not the construction phase is commenced.

PAGE 17

[X] Litigation in a court of competent jurisdiction

PAGE 18

Fifteen percent (15%) of Compensation as defined in Article 11.1.

...

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User Notes: (928264298)

To be Negotiated

PAGE 20

One hundred & eight thousand and no cents ($108,000.00)

...

Refer to exhibit A

...

Compensation for Additional Services shall be hourly per Article 11.7.

§ 11.2.1 Supplemental Compensation Schedule:

CAD input of existing building from clean original drawings: 15 cents per sf with no field verification; $500 minimum per building. Field verification of buildings will be billed on an Hourly basis as an Additional Service.

Field measurement and CAD input of existing building where there are no existing plans available: 25 cents per sf; $500 minimum per building.

...

Compensation for Additional Services shall be hourly per Article 11.7.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent (15.00 %), or as follows:

...

Schematic Design Phase	Twenty-Five	percent (	25	%)
Design Development Phase	Twenty-Five	percent (	25	%)
Construction Documents Phase	Fifty	percent (	50	%)
~~Procurement Phase~~		~~percent~~ (		%)
~~Construction Phase~~		~~percent~~ (		%)

PAGE 21

Principal 1	$140.00
Principal 2	$120.00
Associate 1	$ 105.00
Associate 2	$ 95.00
Staff 1	$ 85.00
Staff 2	$ 75.00
Staff 3	$ 65.00

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent (15.00 %) of the expenses incurred.

PAGE 22

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

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User Notes: (928264298)

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Undisputed Amounts unpaid Sixty (60) days after the invoice date shall bear ~~interest~~ a late payment fee at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. *(Insert rate of monthly or annual ~~interest~~ late payment fee agreed upon.)*

18.00 % per annum

...

§ 12.1 All references to "estimate of the Cost of Work" shall be deleted and replaced with "opinion of probable Construction Cost".

§ 12.2 The Owner shall review, authorize adjustments, and provide written approval of each design phase to the Architect. This approval shall be deemed as Notice-to-Proceed with the next design phase. Following approval of the Owner, revisions to prior approved design phases may be subject to Contingent Additional Services set forth in Paragraph 4.2.

§ 12.4 If as provided for in 12.3, any required item or component of the project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost to add such item of component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Architect be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project

§ 12.5 In recognition of the relative risks and benefits of the project(s) to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and his/her subconsultants to the Owner and to all construction contractors and subcontractors on the project(s) for any and all claims, losses, costs, damages, or any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Architect and his/her subconsultants to all those named shall not exceed the Architect's total fee for services rendered on the sole project(s) for which the claim(s) originate. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

§ 12.6 Architect reserves the right to assign personnel to this project as required to expedite the work and complete the project on schedule, and in consideration of other projects in Architect's office at that time.

§ 12.7 Sales tax is not included in fees quoted above. Should the State of Kansas enact legislation that would require sales tax on professional services during the course of this project, the Owner agrees to add to the Architect's compensation the appropriate amount of sales tax specified by law.

§ 12.9 The Owner will contract directly with a licensed Geotechnical Engineering firm to investigate sub-soil conditions at all sites where new construction or additions are proposed. An allowance for the cost of this work has been built into the overall project budget.

§ 12.10 The Owner will contract directly with a licensed land surveyor to provide surveys at all sites. Architect will help Owner procure survey proposals for Owner's consideration. An allowance for the cost of this work has been built into the overall project budget.

PAGE 23

.2 ~~Building Information Modeling Exhibit, if completed:~~AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

...

Deziree Miller Principal Architect

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User Notes: (928264298)

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: John Presisto, Planner
DATE: March 4, 2025
RE: GC2025-05 Replat - Echo Valley II

ISSUE:
The Governing Body is asked to consider and approve the Echo Valley II replat.

BACKGROUND:
Duane Palmberg, is requesting approval of the Echo Valley II replat, which is generally located at 2880 E. Schulman Avenue, Garden City, Kansas. The property is zoned "C-2" General Commercial District and will will have two lots, Lot 1 contains +/- 1.438 acres and Lot 2 contains +/- 1.184 acres. This property was was originally platted as one lot and included Chitlin Street; which was vacated in August of 2024 (Ordinance No. 2988-2024). The property owner is currently going through the site plan review process for Lot 1, and at this time there are no plans for what will be built on Lot 2.

The Echo Valley II replat was presented for a second submittal review on February 11, 2025, and met the minimum requirements of the subdivision and zoning regulations.

ALTERNATIVES:
1. The Governing Body may approve the Echo Valley II replat.
2. The Governing Body may not approve Echo Valley II replat.

RECOMMENDATION:
The Planning Commission recommended approval of the plat at the February 20, 2025 meeting. Staff recommends the Governing Body approve the replat.

FISCAL NOTE:
There is no fiscal impact.

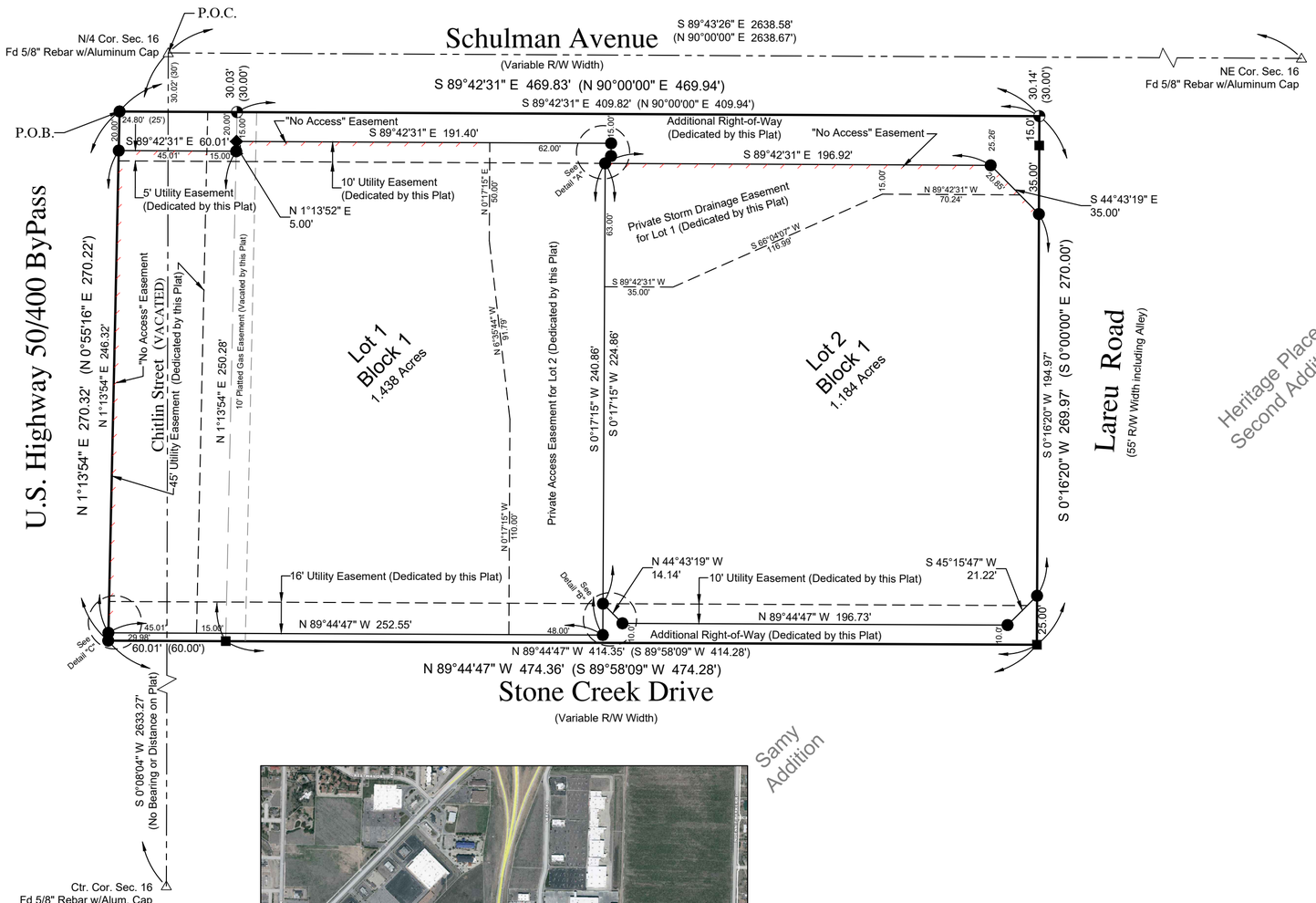
ATTACHMENTS:
GC2025-05 Echo Valley II Replat
GC2025-05 Vicinity Map
PC Minute Excerpts- February 20, 2025

Echo Valley II

A Replat of Lot 1, Block 1, Echo Valley
and Adjacant Vacated Chitlin Street
Garden City, Kansas

MEETS REQUIREMENTS
City of Garden City, KS
Project Number: SPGC25-07
Approved by: SR
Date: 12Feb2025
No. of Pages: 1(PLAT) 2nd Submittal

RECEIVED
City of Garden City, KS
Project Number: SPGC25-07
Received by: SR
Date: 10Feb2025
No. of Pages: 1(Plat) 2nd Submittal





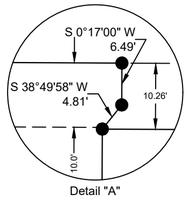
Vicinity Map
Not To Scale

LEGEND

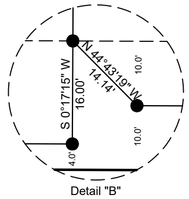
- △ Section Corner
- ■ Found 1/2" Rebar w/Cap (Parks LS1289)
- ◆ Found 5/8" Rebar w/Cap (Swart LS943)
- ⊕ Found "X"-Cut in Concrete (Palmberg PS1382, 2024)
- ● Set 1/2"x24" Rebar w/Pink Plastic Cap (Palmberg PS1382)
- Not To Scale
- ( ) Platted Distance
- { } Deed Distance

N

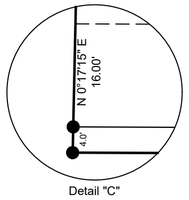
0' 25' 50'
Scale: 1" = 50'



Detail "A"
Not To Scale



Detail "B"
Not To Scale



Detail "C"
Not To Scale

Private Easement Note:
No part of any "private" easement shall be dedicated or maintained by the City of Garden City

Acreage Calculations

Lot 1, Block 1	1.438 Acres
Lot 2, Block 1	1.184 Acres
Dedicated R/W - Shulman Aveue	0.227 Acres
Dedicated R/W - Stone Creek Drive	0.078 Acres
TOTAL	2.927 Acres

Zoning Note:
This Plat is subject to the C-2 General Commercial District Zoning Regulations.

Land Surveyor's Boundary Description

A tract of land located in the North Half of Section 16, Township 24 South, Range 32 West of the Sixth P.M. in Garden City, Finney County, Kansas, commonly known as Echo Valley, more fully described as follows:
Commencing at the North Quarter corner of said Section 16,
Thence on an assumed bearing of South 0°08'04" West, on the East line of the Northwest Quarter of said Section 16, for 30.02 feet to the extended North line of Lot 1, Block 1 of Echo Valley;
Thence North 89°42'31" West on said extended North line for 24.80 feet to the Northwest corner of Chitlin Street (Vacated), as platted in Echo Valley, said point also being the Point of Beginning;
Thence South 89°42'31" East, on said extended North line, for 469.83 feet to the Northeast corner of said Lot 1;
Thence South 0°16'20" West, on the East line of said Lot 1, for 269.97 feet to the Southeast corner of said Lot 1;
Thence North 89°44'47" West, on the South line of said Lot 1 and it's extension, for 474.36 feet to the Southwest corner of said Chitlin Street (Vacated);
Thence North 1°13'54" East, on the West Right-of-Way line of Chitlin Street (Vacated), for 270.32 feet to the Point of Beginning, as prepared by Duane K. Palmberg, PS1382 on January 29, 2025.

Owner's Certification

State of Kansas)
) ss:
County of Finney)

We, Donny Huber and Lindsay Huber, Owners of HG Land LLC, being the owner of the property described herein, have caused the same to be surveyed and subdivided, and hereby dedicate said plat and rights-of-ways.

Donny Huber, Owner
HG Land LLC

Lindsay Huber, Owner
HG Land LLC

Notary Acknowledgment

State of Kansas)
) ss:
County of Finney)

This dedication was acknowledged before me, the undersigned officer, by Donald Huber and Lindsay Huber, Owners of HG Land LLC, this ____day of _____, 2025.

Notary Public for
Donny Huber, Owner
HG Land LLC

Notary Public for
Lindsay Huber, Owner
HG Land LLC

Holcomb - Garden City - Finney County Area Planning Commission Approval

The Parcel Plat described herein has been reviewed and considered by the Holcomb - Garden City - Finney County Area Planning Commission, this____day of _____ 2025, and same is hereby recommended for final approval.

Deborah Oyler, Chairman

Trent Maxwell, Secretary

City of Garden City

State of Kansas)
) ss:
County of FInney)

These rights-of-ways and utility easements accepted by the Governing Body of the City of Garden City, Kansas, as shown on said plat, are hereby dedicated this ____ day of _____ , 2025.

Roy Cessna, Mayor

Attest: Celyn Hurtado,City Clerk

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

David J. Matthews
Licensed
LS-1114
Kansas
Land Surveyor

I hereby certify, that this drawing represents the results of a field survey completed by me on .

DUANE K. PALMBERG
LICENSED
LS-1382
KANSAS
LAND SURVEYOR

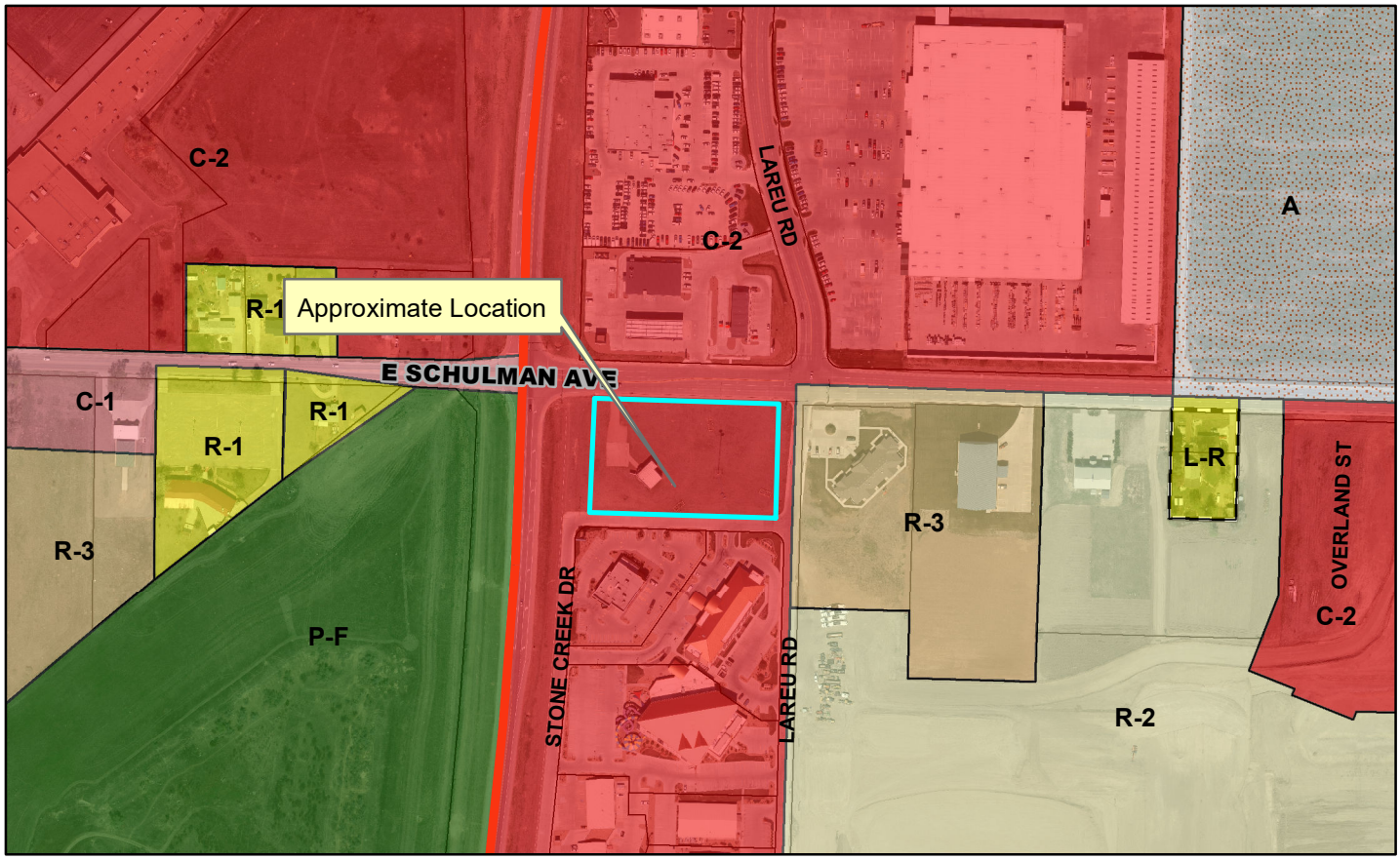
Palmberg Land Surveying Services, LLC
605 Main Street P.O. Box 38 Ashland, Kansas 67831
Garden City Office (620)277-2002 Ashland Office (620)255-9530
duane@plss-ks.com www.plss-ks.com

Notes:
1. The Basis of Bearings is the N Line NE/4 Sec. 16, assumed to be S 89°43'26" E.
2. Error of Closure: >1:400,000 0.00'@N 76°23'33" W

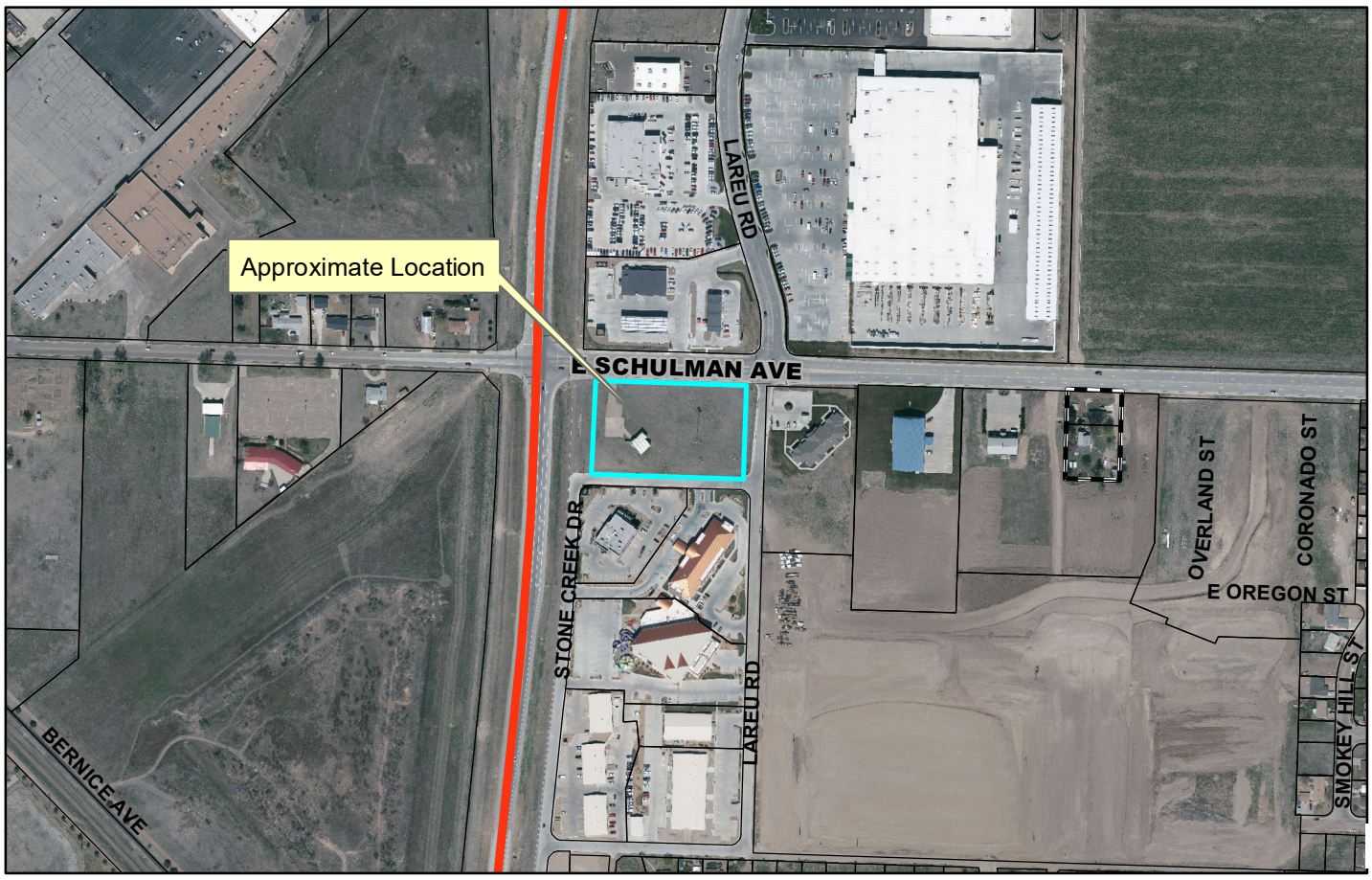
Echo Valley II

A Replat of Lot 1, Block 1, Echo Valley Addition
and Adjacant Vacated Chitlin Street
Garden City, Kansas

File Name: 2025-008	Job Number: 2025-008	Date:1/30/2025



Case Number: GC2025-05
Applicant: Duane Palmberg, Palmberg Land Surveying Services
Address: 2880 E. Schulman Avenue, Garden City, KS
Request: Approval of the replat, Echo Valley II addition



MINUTES

HOLCOMB - GARDEN CITY - FINNEY COUNTY AREA
PLANNING COMMISSION

February 20, 2025

The Holcomb-Garden City-Finney County Area Wide Planning Commission scheduled a Public Hearing at 9:00 a.m. Thursday, February 20, 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

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

2. APPROVAL OF MINUTES – January 16, 2025

Member Crocket made a motion to approve the minutes from January 16, 2025. *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
Not Present	Yea	Yea	Yea	Yea	Not Present	Yea	Yea	Yea

Motion passed.

3. PUBLIC COMMENT- Agenda Schedule Allowance: 30 minutes (5 minutes per spokesperson) for items not on the agenda.

OPEN PUBLIC COMMENT
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

GC2025-05: Pro-Stake Surveying has filed an application for consideration of the Echo Valley II Parcel Plat, generally located at 2880 E. Schulman Avenue, Garden City, KS, at the request of HG Land LLC.

Staff Presisto- Presented staff report.

Member Crist- When you take a single lot, and you split it into two obviously the dividing line is going to be north/south line. On this piece of property does the property owner have the option of saying I want to divide it into north, south, or east, west?

Staff Charles- I'm sure they do. I don't think that the specific property is big enough to do that because of building setbacks and with it being a major roadway some of those have additional setbacks, but as long as they are meeting the original requirements of the subdivision and zoning regulations, absolutely.

Member Crist- So if he wanted to request, north, south rather than east, west he could do that if it fit?

Staff Charles- Correct.

Member Crocket- If it makes sense.

Member Dick- It can be any shape. Look at Petra's cut out. It is a moon shape.

Staff Charles- Yes, that is correct. Some of them might be quite unique and that is just wherever they can get an entrance from, where the utilities are set for what they want to do. For commercial and industrial, they don't quite have a minimum acreage requirement, but if you are doing multi-family, they do have dimensions that they have to meet. How ever they can make that work that touches right of way, absolutely.

MEMBER DICK MADE A MOTION TO RECOMMEND APPROVAL OF THE ECHO VALLEY II REPLAT PER STAFF RECOMMENDATION ALTERNATIVE 1. 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
Not Present	Yea	Yea	Yea	Yea	Not Present	Yea	Yea	Yea

Motion passed.

7. REPORT OF THE PLANNING SECRETARY

Staff Charles- Notified the Board that moving forward that the Building Report will be added to the Report of the Planning Secretary for any questions that may arise.

8. COMMISSION MEMBER REPORTS

Member Randall- Commented on the property tax bill may have something different than what the property is actually zoned.

Staff Charles- Notified the Board that the Finney County Appraisers appraise properties based on use and gave a brief history on previous County zoning.

Member Dick- Let Planning Staff know they are doing a good job in their work and assisting in moving projects along.

Member Crockett- Thanked Planning Staff for their thoroughness and providing good information.

Chair Oyler- Thanked the people from the public that come in and provide public comment.

9. ADJOURN

The meeting was adjourned at 9:29 A.M.

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

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: March 4, 2025
RE: Contractor Licenses for March 04, 2025

ISSUE:
The Governing Body is asked to consider and approve the contractor licenses for March 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 approve the contractor licenses as presented.

FISCAL NOTE:
None.

ATTACHMENTS:
Contractor License March 04, 2025

CONTRACTOR LICENSE AGENDA
March 04, 2025

2025 NEW

CLASS E-SOC SPECIALIZED OTHER CONTRACTOR
Jackhammer Construction and Demolition LLC (Demolition)

CLASS D-M MECHANICAL CONTRACTOR
ServiceExperts, Inc.

2025 RENEWAL

CLASS A GENERAL CONTRACTOR
Hellas Construction, Inc.
JRAL Construction, LLC
Place Services Incorporated

CLASS B BUILDING CONTRACTOR
Arredondo Roofing and Construction LLC
DV Construction LLC
Tuff Shed, Inc.

CLASS D-E ELECTRICAL CONTRACTOR
Wallace Electric LLC

CLASS D-P PLUMBING WITH GAS CONTRACTOR
Straight Pipe Plumbing

CLASS E-SOC SPECIALIZED OTHER CONTRACTOR
Altitude Cuts (Arborist)
Commercial Sign Company (Sign Installer)
Espinoza Construction (Masonry/Stucco)
SpliceCo, Inc (Excavation)
Versus Signs LLC (Sign Installer)

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Rachelle Powell, Director of Aviation
DATE: March 4, 2025
RE: Airport January 9, 2025 Minutes

ISSUE:
Presentation of the January 9, 2025 minutes from the Garden City Regional Airport Advisory Board.

BACKGROUND:
Attached is the Garden City Regional Airport Advisory Board minutes for January 9, 2025.

ALTERNATIVES:
None.

RECOMMENDATION:
None.

FISCAL NOTE:
None.

ATTACHMENTS:
Airport January 9, 2025 Minutes

GARDEN CITY
REGIONAL AIRPORT

ADVISORY BOARD MINUTES
JANUARY 9, 2025

5:30 P.M. MEETING CALLED TO ORDER

MEMBERS PRESENT
Jette DeSalvo, Blair Loving, Mike Richmeier, and Travis Neidig

MEMBERS ABSENT
Aaron Anderson, Tyler Deines, and Carmen DeLaTorre

STAFF PRESENT
Rachelle Powell and Blair Rodriguez

ITEM 2 PUBLIC COMMENT

No public comment.

ITEM 3 APPROVAL OF DECEMBER 19, 2024, MINUTES

Blair Loving made a motion to approve the December 19, 2024, Airport Advisory Board minutes. Jette DeSalvo seconded the motion. The motion passed unanimously.

ITEM 4 OLD BUSINESS

4.A. None

ITEM 5 NEW BUSINESS

5.A. The Airport Advisory Board was asked to review the City of Garden City Resolutions that pertain to the Airport Advisory Board.

5.B. The Airport Advisory Board was asked to consider and approve the appointment of Chairperson, Vice-Chairperson and Secretary.

The 2024 Airport Advisory Board Officers are as follows: Chairperson Michael Richmeier, Vice-Chairperson Jette DeSalvo, and Secretary Blair Rodriguez.

Per Resolution #2196 Section 5 (no member shall serve as officer more than once in his or her three-year term), the following persons are eligible for Chair and Vice-Chair appointments: Jette DeSalvo, Aaron Anderson, Tyler Deines, Carmen DeLaTorre, and Travis Neidig. Blair Rodriguez is eligible for the Secretary appointment.

Blair Loving nominated Jette DeSalvo for the Chairperson appointment. Travis Neidig seconded the motion. The motion passed unanimously.

Mike Richmeier nominated Aaron Anderson for the Vice-Chairperson appointment. Blair Loving seconded the motion. The motion passed unanimously.

Blair Loving nominated Blair Rodriguez for the Secretary appointment. Jette DeSalvo seconded the motion. The motion passed unanimously.

5.C. The Airport Advisory Board was asked to review the information contained in the document GCK Airport 101.

5.D. The Airport Advisory Board was asked to review the GCK Air Service Update provided by Volaire Aviation Consulting.

ITEM 6 DIRECTOR'S REPORT

Staff reviewed the Director's Report with the Airport Advisory Board.

ITEM 7 MONTHLY REPORTS

Staff reviewed the monthly reports with the Airport Advisory Board.

ITEM 8 BOARD MEMBER COMMENTS

A. Travis Neidig – Complimented air service presentation.

B. Michael Richmeier – No comment.

C. Carmen De La Torre – Absent

D. Jette DeSalvo – No comment.

E. Tyler Deines – Absent

F. Blair Loving – No comment.

G. Aaron Anderson – Absent

ITEM 9 ADJOURNMENT

Blair Loving made a motion to adjourn until February 13, 2025. Jette DeSalvo seconded the motion. The motion passed unanimously.

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Director
DATE: March 4, 2025
RE: Holcomb-Garden City-Finney County Area Planning Commission Minutes January 16, 2025

ISSUE:
Presentation of the January 16, 2025, Holcomb-Garden City-Finney County Area Planning Commission Minutes.

BACKGROUND:
Attached are the minutes from the January 16, 2025, Holcomb-Garden City-Finney County Area Planning Commission meeting.

ALTERNATIVES:
None.

RECOMMENDATION:
None.

FISCAL NOTE:
None.

ATTACHMENTS:
Planning Commission Minutes-January 16, 2025

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**

GC2024-45: Pro-Stake Surveying has filed an application for consideration of the Greenlee Plaza replat, generally located at 102 S 4th Street, Garden City, KS, at the request of Gary Greenlee.

Staff Thompson- Presented staff report.

MEMBER CRIST MADE A MOTION TO RECOMMEND APPROVAL OF THE GREENLEE PLAZA REPLAT PER STAFF RECOMMENDATION ALTERNATIVE 1. 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.

FC2024-46: Pro-Stake Surveying has filed an application for consideration of the Ralston Addition Parcel Plat, generally located at 1120 N Sherman Road, Finney County, KS, at the request of Brecken Ralston.

Staff Presisto- Presented staff report.

Member Crist- Does there have to be a certain amount of acreage that goes with residential in a rural area?

Staff Presisto- A minimum of two acres.

Staff Charles- If they are going to have a septic tank and a water well the minimum is two.

Member Crist- I am curious why that is rural industrial. It is obviously all farm ground out there.

Staff Charles- Some of these areas have been kind of the one-offs of when the county did the county-wide zoning that they went through in 2011 and they updated some maps and wholistically they looked at the county and what was there, and what was around there, and they rezoned certain parcels depending on what was there. I don't know if it has always been vacant or if there was something more industrial there, but I have seen occasionally where it doesn't make sense, but I think that is what happened.

VICE-CHAIR ANLIKER MADE A MOTION TO RECOMMEND APPROVAL OF THE RALSTON ADDITION PER STAFF RECOMMENDATION ALTERNATIVE 1. 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.

FC2024-47: Pro-Stake Surveying has filed an application for consideration of the Russell Addition Parcel Plat, generally located at 685 N Airlinks Drive, Finney County, KS, at the request of Michael Russell.

Staff Presisto- Presented staff report.

MEMBER RUPP MADE A MOTION TO RECOMMEND APPROVAL OF THE RUSSELL ADDITION PER STAFF RECOMMENDATION ALTERNATIVE 1. MEMBER HANDS 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.

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.

FC2024-48 Rezoning from "R-I" Rural Industrial District to "R-R" Rural Residential District, for the property generally located at 1120 N Sherman Road, Finney County, Kansas, at the request of Brecken Ralston.

Staff Presisto- Presented staff report.

OPEN PUBLIC HEARING
CLOSE PUBLIC HEARING

MEMBER RUPP MADE A MOTION TO RECOMMEND APPROVAL OF THE REZONING FROM "R-I" RURAL INDUSTRIAL DISTRICT TO "R-R" RURAL RESIDENTIAL DISTRICT PER STAFF RECOMMENDATION ALTERNATIVE 1. 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.

9. REPORT OF THE PLANNING SECRETARY

Staff Charles- Notified the Board that in the future there will be changes made to the agenda and information provided in the staff reports to help make the process easier to navigate and also notified the Board that the City and Finney County have made some changes to their agreement regarding Planning Services effective July 1, 2025, and meetings after that date may be different.

10. COMMISSION MEMBER REPORTS

Member Rupp- Requested an update on the amendment of the regulations regarding storage containers.

Staff Charles- Notified the Board that Finney County will be reviewing and working on the regulation update and they do not have a timeframe for the completion of the review.

Member Dick- Expressed his gratitude for the work done by Planning Staff in preparation for the meetings.

Member Hanigan, Vice-Chair Anliker and Chair Oyler- All reiterated the same gratitude given by Member Dick.

11. ADJOURN

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

Trent Maxwell — Secretary
Aleecya Charles — Staff

Deborah Oyler — Chairman
Jeana Anliker — Vice-Chairman