AGENDA
CITY COMMISSION MEETING
TUESDAY, SEPTEMBER 3, 2024
1:00 PM
CITY ADMINISTRATIVE CENTER - COMMISSION CHAMBERS
301 N. 8TH STREET, GARDEN CITY, KS 67846

1. Note:

1.A. Pre-Meeting at 11:00 a.m. - 11:45 a.m., located at the future site of the Garden City Fire Department Third Fire Station for a tour of the facility. 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. August 20, 2024 Commission Meeting Minutes
8-20-24 cc minutes

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

6. CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES

6.A. The Governing Body is asked to consider and approve a request from Conny Bogaard, Executive Director at Western Kansas Community Foundation, to allow the Mayor to proclaim the week of September 13 -22, 2024 as Welcoming Week in the City of Garden City, Kansas.
2024 Welcoming Week Proclamation

6.B. The Governing Body is asked to consider and approve a request from Angelica Castillo Chappel on behalf of Community Mexican Fiesta Association to allow the Mayor to proclaim the month of September 2024 as Hispanic Heritage Month in the City of Garden City, Kansas.
2024 Hispanic Heritage Month

6.C. The Governing Body is asked to consider and approve a request to allow the Mayor to proclaim October 1, 2024 as Rose Christ Day in the City of Garden City, Kansas.

Rose Christ Day

6.D. The Governing Body is asked to consider and approve the following requests from Jacob Gonzalez, Manager at Jax's Tap Kitchen in regards to outdoor concerts in their parking lot at 1907 E. Mary Street on three different occasions, September 13-15, 2024, September 20-22, 2024 and October 4-6, 2024.

1. A waiver to the parking requirements and temporary structure requirements to allow for a tent.
2. A waiver to the noise waiver ordinance until 2:00 a.m.

09-13-24 - Jax Tap & Kitchen
09-19-24 - Jax Tap & Kitchen
10-04-24 - Jax Tap & Kitchen

6.E. The Governing Body is asked to consider and approve a request from Garden City Fire Department personnel to waive Code Section 62-15, Unlawful Solicitation, to allow for department personnel to collect donations for the Muscular Dystrophy Association "Fill The Boot" Drive on September 21, 2024 from 9:00 a.m. to 3:00 p.m.
09-21-24 - MDA Boot Block

6.F. The Governing Body is asked to consider and approve a request from Arlene Clark with Peddler's Market, to waive the sign ordinance and right-of-way restrictions to have a banner placed on the Fleming Street and Mary Street fence and the northwest corner of Stevens Park from October 21-28, 2024 for the Peddler's Market event.
10-26-24 - Peddler's Market - Second SIGN request

6.G. The Governing Body is asked to consider and approve a request from Downtown Vision Inc. to waive the sign ordinance and right-of-way restrictions to have a banner placed at the southwest corner of Stevens Park from November 25 - December 14, 2024 for the various holiday events in downtown area.
11-25-24 - Stevens Park Sign - Holidays - SIGN REQUEST

7. REPORT OF THE CITY MANAGER

7.A. Presentation of the August 2024 Monthly Sales Tax Reports from Service and Finance.
2024 Sales Tax Receipts Reports - August 2024

7.B. Presentation of the July 2024 Master Activity Report from the Garden City Police Department.
2024 July Master Activity Report

8. MEETINGS OF NOTE

8.A.
- September 6, 2024 - Downtown Vision Inc. - Food Truck Friday and Garden City High School Pep Rally at Stevens Park from 11:00 a.m. - 7:00 p.m.
- September 13, 2024 - Downtown Vision Inc. - Food Truck Friday and Garden City Community College Pep Rally at Stevens Park from 11:00 a.m. - 7:00 p.m.
- September 14, 2024 - Community Mexican Fiesta Celebration at Stevens Park at 10:00 a.m. - 4:00 p.m.

- September 13, 2024 - End of Echelon Front Employee Celebration - Buffalo Dunes Golf Course at 6:00 p.m.
- September 18, 2024 - Garden City Area Chamber of Commerce Breakfast at the Clarion Inn at 7:10 a.m.
- September 19, 2024 - "Global Delights, Local Bites" Community Food Sampling at Main Street Food and Brew Hall from 5:00pm-8:00pm
- September 20, 2024 - Downtown Vision Inc. - Food Truck Friday at Stevens Park from 11:00 a.m. - 7:00 p.m.
- September 25, 2024 - Finney County Economic Development Corporation Board Meeting at the City Administrative Center in the Commission Chambers at 7:30 a.m.
- October 4, 2024 - Kansas Legislative Policy Group (KLPG) Annual Meeting at the Liberal Conference and Convention Center from 8:00am-12:30pm
- October 10-12, 2024 - League of Kansas Municipalities Annual Conference, Wichita, Kansas
- October 19, 2024 - Boo! at the Zoo at Lee Richardson Zoo at 5:00 p.m.

9. CONSIDERATION OF APPROPRIATION ORDINANCE

9.A. Appropriation Ordinance No. 2570 - 2024A

10. CONSIDERATION OF ORDINANCES AND RESOLUTIONS

10.A. 1:30 p.m. - Public Hearing on the matter of the Governing Body hearing questions, concerns and comments from the public with regard to the levy of a property tax rate exceeding the revenue neutral rate and the approval of the 2025 budget. Following the public hearing the Governing Body is asked to consider and approve a resolution to levy a property tax rate exceeding the revenue neutral rate.

1. Resolution No.____-2024, a resolution of the City of Garden City, Kansas to levy a property tax rate exceeding the revenue neutral rate.

Revenue Neutral Rate Resolution - 2025 Budget

10.B. The Governing Body is asked to consider and approve the Standard Traffic Ordinance for 2024.

1. Ordinance No. _____-2024, an ordinance regulating traffic within the corporate limits of the City of Garden City, Kansas; incorporating by reference the Standard Traffic Ordinance for Kansas Cities, 51st Edition, with certain omissions, deletions, modifications, additions, and amendments; prescribing additional regulations; providing certain penalties; amending current Code Section 86-2; repealing current Code Section 86-2 and any parts or portions of any ordinance enacting the same; all to the Code of Ordinances of the City of Garden City, Kansas.

2024 Standard Traffic Ordinance

10.C. The Governing Body is asked to consider and approve the Uniform Public Offense Code for 2024.

1. Ordinance No. _____-2024, an ordinance regulating public offenses within the corporate limits of the City of Garden City, Kansas; incorporating by reference

the Uniform Public Offense Code for Kansas Cities, 40th Edition, with certain omissions, deletions, modifications, additions, and amendments; prescribing additional regulations; providing certain penalties; amending current Code Section 62-2; repealing current Code Section 62-2 and any parts or portions of any ordinance enacting the same; all to the Code of Ordinances of the City of Garden City, Kansas.

2024 Uniform Public Office Code Ordinance

11. OLD BUSINESS

12. NEW BUSINESS

12.A. The Governing Body is asked to consider and approve the authorization of the 2025 Budget Certificate, which summarizes the maximum levy of property tax for specific funds and the maximum expenditure for all funds of the City's budget.

2025 Budget Certificate

12.B. The Governing Body is asked to consider and approve a Request for Proposal to provide a temporary facility for the Garden City Police Department (GCPD) during the renovation and/or refurbishment of the existing Law Enforcement Center (LEC).

Request for Proposal - Temporary Facility for GCPD

12.C. The Governing Body is asked to consider and approve submitting a Kansas Department of Transportation Fall 2024 Cost Share Program Application for traffic control equipment upgrades in the amount of $554,986.00.

2024 KDOT Cost Share

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

13. CONSENT AGENDA

13.A. The Governing Body is asked to consider and approve the Pena's Schulman Avenue Addition plat.

GC2024-33 Pena's Schulman Avenue Addition plat
GC2024-33 Planning Commission Minutes Excerpt
vicinity map

13.B. The Governing Body is asked to consider and approve the Lease and Operations Agreement between the City of Garden City and Pinky's Grilled Cheestro, LLC d/b/a Milk & Honey at the Flight Deck Restaurant located at the Garden City Regional Airport.

Milk and Honey at the Flight Desk - Lease and Operations Agreement

13.C. The Governing Body is asked to consider and approve the Lease Agreement between the City of Garden City and American Airlines Inc., a Delaware corporation, for space located at the Garden City Regional Airport.

GCK American Airlines Lease Agreement

13.D. The Governing Body is asked to consider and award the bid to Smokey Hill, L.L.C. for $83,724.25 for the replacement of curb, gutter and ADA ramp along Kansas Avenue.
Smokey Hill
M&T

13.E. The Governing Body is asked to consider and approve the contractor licenses for September 03, 2024.
Contractor License September 03, 2024

14. CITY COMMISSION REPORTS

15. COMMISSIONER NGUYEN

16. MAYOR ORTIZ

17. COMMISSIONER UNRUH

18. COMMISSIONER CESSNA

19. COMMISSIONER LANDGRAF

20. OTHER ENTITIES

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

21. ADJOURN

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Staff
DATE: September 3, 2024
RE: Pre-Meeting - Third Fire Station Tour

ISSUE:
Pre-Meeting at 11:00 a.m. - 11:45 a.m., located at the future site of the Garden City Fire Department Third Fire Station for a tour of the facility. Administrative staff will be present and the pre-meeting is open to the public.

BACKGROUND:
Due to the heavy rain prior to the last Pre-Meeting date, the tour of Station 3 is set for September 3, 2024 Pre-Meeting.

Progress at Station 3 is moving smoothly, with framing now completed and construction is ahead of schedule as we are nearing the halfway point. The structure is almost fully constructed, making the layout clearly visible. Staff have been preparing for the next phase, selecting interior and exterior finishes while Crossland is getting ready to seal the building for interior work. Rough-ins for plumbing, HVAC, and electrical systems are currently underway, paving the way for the next steps as they shift their focus to the interior. Excitement is building as the project advances steadily.

ALTERNATIVES:

RECOMMENDATION:

FISCAL NOTE:

CITY COMMISSION MEETING
City of Garden City
Tuesday, August 20, 2024
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 Landgraf 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 August 6, 2024, Commission Meeting Minutes were approved as presented.

PUBLIC COMMENT Agenda Schedule Allowance: 30 minutes (5 minutes per spokesperson)
Callie Dyer, LiveWell Finney County, invited the Governing Body to attend the fentanyl presentation at Garden City High School.

CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES
The Governing Body considered and approved a request from Allen Bowles with AllTex Gun Show to waive the sign ordinance and right-of-way restrictions and to have signs placed at eight privately owned businesses from October 14-20, 2024. The event is October 19-20, 2024.

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

The Governing Body considered and approved a request from Conny Bogaard, Western Kansas Community Foundation, to waive the sign ordinance and right-of-way restrictions to have banners placed from November 25, 2024 -December 3, 2024, at the following locations:

1. Third Street and Kansas Avenue
2. Fleming Street and Mary Street
3. The West Zoo fence
4. Commerce Bank at Fleming Street and Kansas Avenue
5. Security 1st Bank on Mary Street

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

The Governing Body considered and approved a request from Downtown Retailers to waive the sign ordinance and right-of-way restrictions to have a banner placed at Third Street and Kansas Avenue from November 4-11, 2024, for Sip N' Shop on November 9, 2024.

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

The Governing Body considered and approved a request from Matt Geier, Tumbleweed Festival and Liandro Rodriguez, Downtown Vision, Inc. to allow, under Section 6-1, possession, consumption and sale of alcoholic liquor and cereal malt beverage during the 2024 Fall Fest on Saturday, September 21, 2024.

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

REPORT OF THE CITY MANAGER
Presentation of the July 2024 report from the Garden City Regional Airport.

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

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

MEETINGS OF NOTE

- August 17, 2024 - Garden City Area Chamber of Commerce Annual Wine Tasting Event at the Clarion Inn at 7:00 p.m.
- August 21, 2024 - Garden City Area Chamber of Commerce Breakfast at the Clarion Inn at 7:10 a.m.
- August 23, 2024 - Blue vs Red Lemonade Stand (Police Department and Fire Department)
- August 23-25, 2024 - Tumbleweed Festival at Lee Richardson Zoo
- August 28, 2024 - Finney County Economic Development Corporation Board Meeting at the City Administrative Center in the Commission Chambers at 7:30 a.m.

CONSIDERATION OF APPROPRIATION ORDINANCE

Appropriation Ordinance No. 2569-2024A, "an appropriation ordinance making certain appropriations for certain claims in the amount of $3,126,871.45", was read and considered section by section.

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

CONSIDERATION OF ORDINANCES AND RESOLUTIONS

OLD BUSINESS

NEW BUSINESS

The Governing Body considered and approved entering into a professional service agreement with SCS Engineers from Wichita, Kansas to perform a Cost-of-Service Rate Study for the Solid Waste Department for $51,550.

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

The Governing Body considered and approved the distribution of the additional round of $75,000 of AFAC funds as recommended by the LiveWell Finney County Board.

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

The Governing Body considered and approved naming the new community park in southeast Garden City, the Bob Halloran Community Park.

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

The Governing Body considered and approved City Clerk Hurtado, Commissioner Cessna, and Commissioner Ngueyn as voting delegates for the League of Kansas Municipalities 2024 Annual Conference.

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

The Governing Body considered and denied M&T Excavation LLC's bid of $176,637.00 for the Jameson Energy Center Stormwater Drainage Improvements project.

Moved to Deny by Commissioner Unruh; seconded by Commissioner Cessna.

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

Commissioner Nguyen moved to approve the Governing Body go into an Executive Session for 30 minutes to begin at 1:56 p.m. and end at 2:26 p.m., pursuant to K.S.A. 75-4319(b)(2) pertaining to consultation with an attorney for the body or agency which would be deemed privileged in the attorney-client relationship specifically regarding contract negotiations with City Attorney Cunningham, Assistant City Attorney Dummermuth, City Manager Allen, and Assistant City Manager Burke present. Commissioner Unruh seconded the motion.

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

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

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

The Governing Body considered and approved an agreement between the City of Garden City and Pinegar, Smith & Associates, Inc. for governmental affairs and legislative monitoring services for 2025.

The Governing Body considered and approved a bid from M&T Excavation, LLC, for $47,950.00 to perform stormwater inlet repairs at multiple locations within the City.

COMMISSIONER LANDGRAF
Commissioner Landgraf reminded the community of the Blue vs Red Lemonade Stand on August 23, 2024, at Golden Plains Credit Union. Commissioner Landgraf encouraged the community to attend the Tumbleweed Festival at Lee Richardson Zoo. Commissioner Landgraf stated he enjoyed attending National Night Out.

COMMISSIONER NGUYEN
Commissioner Nguyen stated he enjoyed attending National Night Out. Commissioner Nguyen stated he enjoyed leading a one day pray in action in Blue Rapids, Kansas and thanked the family who hosted him. Commissioner Nguyen stated he enjoyed attending the Emmaus House Lunch and Learn. Commissioner Nguyen stated he enjoyed serving at the Chamber of Commerce Wine Tasting Event.

MAYOR ORTIZ
Mayor Ortiz thanked the community for their patience with the construction around town. Mayor Ortiz expressed his excitement for naming the new community park Bob Halloran Park. Mayor Ortiz thanked City Manager Allen for his leadership. Mayor Ortiz stated he attended the Emmaus House Lunch and Learn. Mayor Ortiz asked the community to pray for the students during this new school year.

COMMISSIONER UNRUH
Commissioner Unruh thanked all of the applicants for the AFAC grant. Commissioner Unruh expressed his excitement for naming the new community park Bob Halloran Park. Commissioner Unruh thanked all of the contractors for their work in making Garden City a good place to live.

COMMISSIONER CESSNA
Commissioner Cessna reminded the community of the fentanyl presentation at Garden City High School.

OTHER ENTITIES

Presentation of the July 11, 2024, minutes from the Garden City Regional Airport Advisory Board.

Presentation of the August 13, 2024, Zoo Advisory Board minutes.

ADJOURN

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: September 3, 2024
RE: Welcoming Week Proclamation

ISSUE:
The Governing Body is asked to consider and approve a request from Conny Bogaard, Executive Director at Western Kansas Community Foundation, to allow the Mayor to proclaim the week of September 13 -22, 2024 as Welcoming Week in the City of Garden City, Kansas.

BACKGROUND:

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

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

FISCAL NOTE:
None.

ATTACHMENTS:
2024 Welcoming Week Proclamation

PROCLAMATION

WHEREAS, Garden City's success depends on making sure that all residents feel welcome here. Today, new residents are a vital part of our community — bringing fresh perspectives and new ideas, starting businesses, and contributing to the vibrant diversity that we all value; and,

WHEREAS, during Welcoming Week, we honor the spirit of unity that is bringing neighbors together across the city; and,

WHEREAS, all residents of Garden City are invited to join the movement of communities nationwide by renewing our commitment to our core American values and by taking action in the spirit of welcoming; and,

WHEREAS, by working together, we can achieve greater prosperity and make our city a place where diverse people from around the world feel valued; and,

WHEREAS, regardless of where we are born or what we look like, we are all Garden City residents, united in our efforts to build a stronger community, and we make our community more prosperous and more inclusive to all who call it home when we recognize the contributions we all make to create a vibrant culture and a growing economy; and,

WHEREAS, let us come together to build communities where every resident has the opportunity to contribute at his or her best, to create more prosperous communities and to reaffirm that Garden City still stands as a beacon of freedom and opportunity.

NOW, THEREFORE, I, Manuel F. Ortiz, Mayor of the City of Garden City, do hereby proclaim the week of September 13 - 22, 2024 as

Welcoming Week

In the City of Garden City, Kansas and encourage all citizens to reach across the lines of differences and participate in making the region a more welcoming place for new and long-term residents alike.

SIGNED AND SEALED this 3rd day of September, 2024.

_____

Manuel F. Ortiz, *Mayor*

ATTEST:

_____

Celyn N. Hurtado, *City Clerk*

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: September 3, 2024
RE: 2024 Hispanic Heritage Month Proclamation

ISSUE:
The Governing Body is asked to consider and approve a request from Angelica Castillo Chappel on behalf of Community Mexican Fiesta Association to allow the Mayor to proclaim the month of September 2024 as Hispanic Heritage Month in the City of Garden City, Kansas.

BACKGROUND:

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

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

FISCAL NOTE:
None.

ATTACHMENTS:
2024 Hispanic Heritage Month

P R O C L A M A T I O N

WHEREAS, On the night of September 15, 1810, Father Miguel Hidalgo y Costilla of Dolores in Guanajuato, Mexico, gave the signal for his people to rise up in arms and free themselves from Spain; and

WHEREAS, After a long and weary revolutionary struggle, Mexico was established as a free and independent nation in 1821; and

WHEREAS, United Mexican States has since grown in stature and importance to be one of the leading independent nations of the Western Hemisphere, adding the richness of its culture and heritage to Kansas through the state's many citizens of Mexican ancestry; and

WHEREAS, The celebration of freedom and independence is a tribute to the achievements which have made possible a way of life for the people as individuals in a free society; and

WHEREAS, We are proud to celebrate 98 years of the Community Mexican Fiesta celebration in Garden City which is a tradition that has provided cultural richness to our community; and

WHEREAS, Garden City residents who are of Hispanic heritage have had an opportunity to rejoice in celebrating and utilizing Hispanic American cultural traditions; and

WHEREAS, Hispanics have contributed their interests, dedication, and accomplishments in promoting the economic and social growth to Garden City.

NOW, THEREFORE, BE IT RESOLVED, that I, Manuel F. Ortiz, Mayor of the City of Garden City, Kansas, do hereby proclaim the month of September 2024 as:

HISPANIC HERITAGE MONTH

In Garden City, and urge all residents of the city to join in this observance.

SIGNED AND SEALED this 3rd day of September 2024.

_____
Manuel F. Ortiz, Mayor

ATTEST:

_____
Celyn N. Hurtado, City Clerk

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: September 3, 2024
RE: Rose Christ Day Proclamation

ISSUE:
The Governing Body is asked to consider and approve a request to allow the Mayor to proclaim October 1, 2024 as Rose Christ Day in the City of Garden City, Kansas.

BACKGROUND:
Rose Christ will be retiring from the City of Garden City, Kansas, after 31 years of service to this community.

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

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

FISCAL NOTE:
None.

ATTACHMENTS:
Rose Christ Day

PROCLAMATION

WHEREAS *Rose Christ began her distinguished career with the City of Garden City at Lee Richardson Zoo on June 1, 1993, serving as Secretary II and Administrative Secretary before transferring to the Information Technology Department in 2004; and*

WHEREAS, *Rose has demonstrated unwavering dedication, hard work, and commitment throughout her 31 years of service, holding various roles including Network Technician, Computer Systems Analyst, Communications & Project Manager, Communications & Project Assistant Manager, IT Project and Network/Systems Administrator; and*

WHEREAS, *Rose has provided outstanding leadership, significantly contributing to the City's growth and success, all while being a devoted mother and now a proud grandmother; and*

WHEREAS, *Rose's exemplary work ethic, positive attitude, and strong connections with colleagues and community members have earned her widespread respect and admiration; and*

WHEREAS, *Rose Christ will retire from the City of Garden City on October 1, 2024, after 31 years of service, leaving a legacy as one of Garden City's hardest working, most dedicated and most recognizable public servants,*

NOW, THEREFORE, *I, Manny Ortiz, Mayor of the City of Garden City, Kansas, do hereby proclaim October 1, 2024, as*

ROSE CHRIST DAY

in Garden City, Kansas, and urge all citizens to acknowledge and express their sincere appreciation and thanks for her service to her community, and highly commend her for the manner in which she has carried out her responsibilities and duties as Network/Systems Administrator for the City of Garden City.

SIGNED AND SEALED *this 3rd day of September 2024.*

_____

Manuel F. Ortiz, Mayor

ATTEST:

_____

Celyn N. Hurtado, City Clerk

GARDEN CITY
— KANSAS —

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: September 3, 2024
RE: Jax Tap Kitchen - Special Event Requests

ISSUE:
The Governing Body is asked to consider and approve the following requests from Jacob Gonzalez, Manager at Jax's Tap Kitchen in regards to outdoor concerts in their parking lot at 1907 E. Mary Street on three different occasions, September 13-15, 2024, September 20-22, 2024 and October 4-6, 2024.

1. A waiver to the parking requirements and temporary structure requirements to allow for a tent.
2. A waiver to the noise waiver ordinance until 2:00 a.m.

BACKGROUND:
At the July 16, 2024, the Governing Body considered a request from Jax's to allow for a waiver of the noise ordinance until 1:00 a.m. for two outdoor concerts. The Governing Body approved the requests until 12:30 a.m.

Per the City of Garden City, Kansas, Code of Ordinances, Section 62-21 - 62-23 - Noise - General, Restrictions on decibel levels and prohibited. The City Manager has the authority to approve or deny any requests to waive of the noise ordinance up until 11:00 p.m.

Per the City of Garden City, Kansas, Zoning Regulations, Section 1.160, No accessory or temporary structures or uses as defined in Article 21 shall hereafter be built, established, moved, remodeled, altered, or enlarged unless such uses are permitted by Article 21 of this Zoning Regulation.

ALTERNATIVES:
1. The Governing Body may approve the requests as presented.
2. The Governing Body may deny the requests as presented.
3. The Governing Body may consider other options.

RECOMMENDATION:
Staff has no recommendations.

FISCAL NOTE:
None.

ATTACHMENTS:
09-13-24 - Jax Tap & Kitchen
09-19-24 - Jax Tap & Kitchen

10-04-24 - Jax Tap & Kitchen

SPECIAL EVENT REQUEST

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

Live Band
_____ Other
_____ Block Party
_____ Run/Walk
_____ Sign Request
_____ Parade**
_____ Itinerant Merchant*
_____ Sports Event*
_____ Carnival/Circus*

*Permit/License Required
**Parade Application Required

August 15, 2024
Application Date

Jax Tap & Kitchen — Name of Event
9/13/24 - 9/14/24 — Date of Event

1907 E Mary St Garden City KS 67846 — Location of Event
10am - 2am — Start & End Time of Event (including set up & tear down)

live band — Purpose of the Event
10pm -2am — Actual Start & End Time of Event

Jacob Gonzalez — Event Coordinator
1907 E Mary st Gardem City
jax@rrpalletinc.com — Address/Email
620-290-4645 — Phone Number

Additional Contact Names, Email Addresses & Phone Numbers: _____

License Applicant Contact Name, Email Address & Phone Number: _____

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

Stevens Park Keys and Appointment	N	Run/Walk Route and Map Attached		Extra Trash Receptacles	N	Noise Waiver***	Yes
GCPD Assistance	N	Electricity Access	N	Alcoholic Liquor or CMB	Y		
Street Closure and/or Barricades	N						
Additional Information	We will be using the corner lot for any over flow traffice. This worked great for us the last event to help control traffic. This also helped people from not crossing the street! Noise waiver from 10:00 p.m. - 2 a.m.						
Parade Application Attached	N	License					
		KDOT Permit					

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

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

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

Applicant signature: Jacob Gonzalez — Date: 8/15/24

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

SPECIAL EVENT REQUEST

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

Live Band
_____ Other
_____ Block Party
_____ Run/Walk
_____ Sign Request
_____ Parade**
_____ Itinerant Merchant*
_____ Sports Event*
_____ Carnival/Circus*

*Permit/License Required
**Parade Application Required

August 15, 2024
Application Date

Jax Tap & Kitchen — Name of Event
9/19/24 - 9/21/24 — Date of Event

1907 E Mary St Garden City KS 67846 — Location of Event
10am - 2am — Start & End Time of Event (including set up & tear down)

live band — Purpose of the Event
10pm -2am — Actual Start & End Time of Event

Jacob Gonzalez — Event Coordinator
1907 E Mary st Gardem City
jax@rrpalletinc.com — Address/Email
620-290-4645 — Phone Number

Additional Contact Names, Email Addresses & Phone Numbers: _____

License Applicant Contact Name, Email Address & Phone Number: _____

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

Stevens Park Keys and Appointment	N	Run/Walk Route and Map Attached		Extra Trash Receptacles	N	Noise Waiver***	Yes
GCPD Assistance	N	Electricity Access	N	Alcoholic Liquor or CMB		Y	
Street Closure and/or Barricades	N						
Additional Information	We will be using the corner lot for any over flow traffice. This worked great for us the last event to help control traffic. This also helped people from not crossing the street! Noise waiver from 10 p.m. - 2 a.m.						
Parade Application Attached	N	License					
		KDOT Permit					

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

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

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

Applicant signature: Jacob Gonzalez — Date: 8/15/24

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

SPECIAL EVENT REQUEST

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

Live Band
_____ Other
_____ Block Party
_____ Run/Walk
_____ Sign Request
_____ Parade**
_____ Itinerant Merchant*
_____ Sports Event*
_____ Carnival/Circus*

*Permit/License Required
**Parade Application Required

August 15, 2024
Application Date

Jax Tap & Kitchen — Name of Event
10/4/24 - 10/5/24 — Date of Event

1907 E Mary St Garden City KS 67846 — Location of Event
10am - 2am — Start & End Time of Event (including set up & tear down)

live band — Purpose of the Event
10pm -2am — Actual Start & End Time of Event

Jacob Gonzalez — Event Coordinator
1907 E Mary st Gardem City
jax@rrpalletinc.com — Address/Email
620-290-4645 — Phone Number

Additional Contact Names, Email Addresses & Phone Numbers: _____

License Applicant Contact Name, Email Address & Phone Number: _____

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

Stevens Park Keys and Appointment	N	Run/Walk Route and Map Attached		Extra Trash Receptacles	N	Noise Waiver***	Yes
GCPD Assistance	N	Electricity Access	N	Alcoholic Liquor or CMB		Y	
Street Closure and/or Barricades	N						
Additional Information	We will be using the corner lot for any over flow traffice. This worked great for us the last event to help control traffic. This also helped people from not crossing the street! Noise waiver from 10 p.m. - 2 a.m.						
Parade Application Attached	N	License					
		KDOT Permit					

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

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

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

Applicant signature: Jacob Gonzalez — Date: 8/15/24

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

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Sean McEntee, Battalion Chief
DATE: September 3, 2024
RE: Muscular Dystrophy Fill The Boot Drive

ISSUE:
The Governing Body is asked to consider and approve a request from Garden City Fire Department personnel to waive Code Section 62-15, Unlawful Solicitation, to allow for department personnel to collect donations for the Muscular Dystrophy Association "Fill The Boot" Drive on September 21, 2024 from 9:00 a.m. to 3:00 p.m.

BACKGROUND:
Once again, the Garden City Fire Department would like to participate in the fundraising efforts for the Muscular Dystrophy Association with the "Fill The Boot" drive. This has historically been a very successful community event dating back to the 1970's and one of the many ways the department involves itself in the community. This year's event will be held Saturday, September 21, 2023 from 9:00 a.m. to 3:00 p.m.

Firefighters will accept donations at the following locations: Kansas Avenue & Fleming Street, Wal-Mart Super Store, Schulman Crossing shopping center, and Fall Fest Event in downtown Garden City.

Waiver of Code section 62-15, Unlawful Solicitation, is also required as Garden City Fire Department employees will be soliciting donations in the City road right-of-way and entering public streets. Code section 62-15 prohibits solicitations which results in individuals entering a public street that results in interference with the orderly flow of traffic. The waiver of Code section 62-15 is what is being requested of the City Commission at this meeting.

ALTERNATIVES:
1. The Governing Body may approve to waive Code section 62-15, Unlawful Solicitation, for Garden City Fire Department personnel at the the intersection of Kansas Avenue and Fleming Street, Fall Fest event in downtown Garden City, Wal-Mart Superstore, and Schulman Crossing shopping center.
2. The Governing Body may deny the request for waiver.

RECOMMENDATION:
Staff recommends approval of the waiver to Code Section 62-15, Unlawful Solicitation, for Garden City Fire Department personnel at the the intersection of Kansas Avenue and Fleming Street, Fall Fest event in downtown Garden City, Wal-Mart Superstore, and Schulman Crossing shopping center.

FISCAL NOTE:

None.

ATTACHMENTS:

09-21-24 - MDA Boot Block

SPECIAL EVENT REQUEST

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

XX Other
____ Block Party
____ Run/Walk
____ Sign Request
____ Parade**
____ Itinerant Merchant*
____ Sports Event*
____ Carnival/Circus*

*Permit/License Required
**Parade Application Required

August 20, 2024
Application Date

MDA "Fill The Boot" Drive — Name of Event
Saturday, September 21, 2024 — Date of Event

Intersections of KS Avenue/Fleming Street, Fall Fest, Wal-Mart Superstore and Schulman Crossing Shopping Center — Location of Event
9 a.m - 3 p.m — Start & End Time of Event (including set up & tear down)

Collection donations for Muscular Dystrophy Assoc.
Purpose of the Event — Actual Start & End Time of Event

Sean McEntee, Battalion Cief — Event Coordinator
sean.mcentee@gardencityks.us — Address/Email
620-276-1140 — Phone Number

Additional Contact Names, Email Addresses & Phone Numbers: **n/a**

License Applicant Contact Name, Email Address & Phone Number: **n/a**

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

Stevens Park Keys and Appointment	**No**	Run/Walk Route and Map Attached	**No**	Extra Trash Receptacles	**No**	Noise Waiver***	**No**
GCPD Assistance	**No**	Electricity Access	**No**	Alcoholic Liquor or CMB	No		
Street Closure and/or Barricades	**No**						
Additional Information	**Waiver of Code Section 62-15 - Unlawful Solictation is also required as GCFD employees will be soliciting donations in the City right-of-way and entering a public street.**						
Parade Application Attached	**No**	License					
		KDOT Permit					

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

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

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

Sean McEntee — Applicant signature
Tuesday, August 20, 2024 — Date

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

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: September 3, 2024
RE: Second Request from Peddler's Market for Sign Waivers

ISSUE:
The Governing Body is asked to consider and approve a request from Arlene Clark with Peddler's Market, to waive the sign ordinance and right-of-way restrictions to have a banner placed on the Fleming Street and Mary Street fence and the northwest corner of Stevens Park from October 21-28, 2024 for the Peddler's Market event.

BACKGROUND:
Per the City of Garden City Zoning Regulations, Section 23.080(G)(2), banner signs are prohibited. The applicant has requested a sign waiver to allow banner signs on the Fleming Street and Mary Street fence and the northwest corner of Stevens Park from October 21-28, 2024 for the Peddler's Market event.

This request is similar to Special Event sign waiver requests in the past.

ALTERNATIVES:
1. The Governing Body may approve the request to waive the sign ordinance and right-of-way restrictions to place a banner on the Fleming Street and Mary Street fence and the northwest corner of Stevens Park from October 21-28, 2024 for the Peddler's Market event.
2. The Governing Body may deny the request.

RECOMMENDATION:
Staff has no recommendations.

FISCAL NOTE:
None.

ATTACHMENTS:
10-26-24 - Peddler's Market - Second SIGN request

SPECIAL EVENT REQUEST

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

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

*Permit/License Required
**Parade Application Required

Application Date

7-Aug-24

Name of Event | Date of Event

Peddlers Market | **10/26, 2024 and 10/27, 2024P**

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

Finney County Exhibition Building | **10:00am - 5:00pm and 11:00 - 4:00pm**

Purpose of the Event | Actual Start & End Time of Event

To bring people to GC and for vendor

Arlene Clark 1512 Pats Dr, Garden City KS 67846 pedddlersm 620-260-5864

Additional Contact Names, Email Addresses & Phone Numbers:

License Applicant Contact Name, Email Address & Phone Number:

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

Stevens Park Keys and Appointment	**n**	Run/Walk Route and Map Attached		Extra Trash Receptacles	**n**	Noise Waiver***	**n**
GCPD Assistance	**n**	Electricity Access	**n**	Alcoholic Liquor or CMB	noise Waiver***		
Street Closure and/or Barricades	**n**						
Additional Information	**Request to place 3'x 8' banners on the fence at Fleming and Mary Street and the northwest corner of Stevens Park From October 21, 2024 through October 27, 2024. I will give them to the Parks Dept to place and I will remove the night of the 27th.**						
Parade Application Attached	**n**	License					
		KDOT Permit					

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

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

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

Applicant signature | Date

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

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: September 3, 2024
RE: Downtown Vision - Sign Waiver Request

ISSUE:
The Governing Body is asked to consider and approve a request from Downtown Vision Inc. to waive the sign ordinance and right-of-way restrictions to have a banner placed at the southwest corner of Stevens Park from November 25 - December 14, 2024 for the various holiday events in downtown area.

BACKGROUND:
Per the City of Garden City Zoning Regulations, Section 23.080(G)(2), banner signs are prohibited. The applicant has requested a sign waiver to allow a banner sign at the southwest corner of Stevens Park from November 25 - December 14, 2024.

This request is similar to Special Event sign waiver requests in the past.

ALTERNATIVES:
1. The Governing Body may approve the request to waive the sign ordinance and right-of-way restrictions as presented.
2. The Governing Body may deny the request.

RECOMMENDATION:
Staff has no recommendations.

FISCAL NOTE:
None.

ATTACHMENTS:
11-25-24 - Stevens Park Sign - Holidays - SIGN REQUEST

SPECIAL EVENT REQUEST

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

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

*Permit/License Required
**Parade Application Required

February 15, 2024
Application Date

Downtown Holiday Events Signage Stevens Park
Name of Event

Promote Mulitple Events
Date of Event

Stevens Park
Location of Event

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

Promote Mulitple Holiday Events Downtown
Purpose of the Event

N/A
Actual Start & End Time of Event

Liandro Rodriguez liandro.rodriguez@yahoo.com **(620) 276-0891**
Event Coordinator Address/Email Phone Number

Additional Contact Names, Email Addresses & Phone Numbers:

License Applicant Contact Name, Email Address & Phone Number:

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

Stevens Park Keys and Appointment	N	Run/Walk Route and Map Attached	N	Extra Trash Receptacles	N	Noise Waiver***	N
GCPD Assistance	N	Electricity Access	N	Alcoholic Liquor or CMB	N		
Street Closure and/or Barricades	N						
Additional Information	**We would like to reserve the sign post in the northwest side of stevens park from November 25th to December 14th promote different events downtown. During this team we have our holiday events and I would like to use the sign post to promote, letters to Santa, Tree lighting, Christmas Parade and Tuba Christmas. I will change the banners and the events come and go during this period.**						
Parade Application Attached	N	License					
		KDOT Permit					

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

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

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

Liandro Rodriguez **Thursday, February 15, 2024**
Applicant signature Date

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

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Jared Kuhlmann, Finance Director
DATE: September 3, 2024
RE: Service and Finance Monthly Sales Tax Report - August 2024

ISSUE:
Presentation of August 2024 Monthly Sales Tax Reports from Service and Finance.

BACKGROUND:
None.

ALTERNATIVES:
None.

RECOMMENDATION:
None.

FISCAL NOTE:
None.

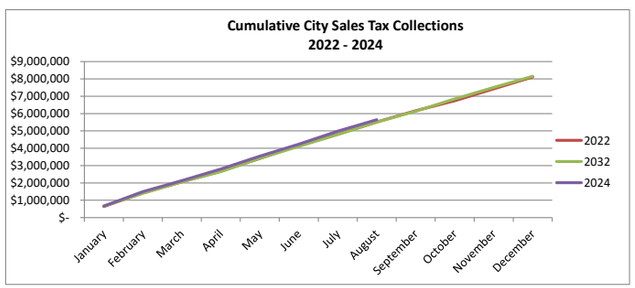
ATTACHMENTS:
2024 Sales Tax Receipts Reports - August 2024

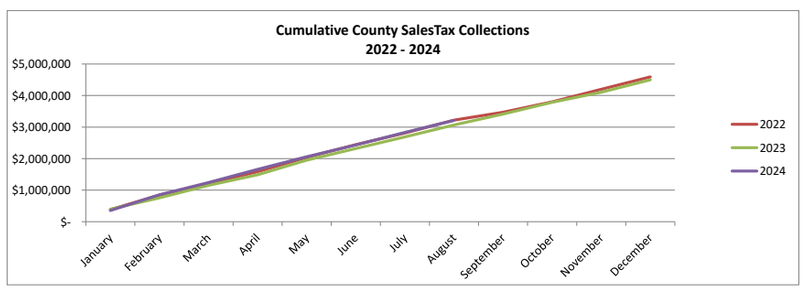
ANALYSIS OF CITY SALES TAX RECEIPTS

MONTH RECEIVED	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
JANUARY	$ 335,673	$ 351,457	$ 351,627	$ 409,255	$ 529,129	$ 415,161	$ 432,278	$ 483,869	$ 508,705	$ 480,712	$ 521,960	$ 543,148	$ 543,924	$ 564,062	$ 565,980	$ 601,819	$ 596,509	$ 640,065	$ 665,684	$ 669,090
FEBRUARY	$ 423,853	$ 416,061	$ 444,506	$ 465,707	$ 415,062	$ 416,555	$ 509,745	$ 497,844	$ 514,511	$ 575,307	$ 638,635	$ 629,836	$ 638,147	$ 655,745	$ 650,141	$ 646,641	$ 654,966	$ 788,126	$ 735,542	$ 831,503
MARCH	$ 316,320	$ 317,599	$ 338,956	$ 418,336	$ 461,822	$ 432,675	$ 426,585	$ 438,777	$ 468,745	$ 469,435	$ 470,493	$ 502,661	$ 474,000	$ 510,366	$ 555,657	$ 499,030	$ 627,649	$ 631,570	$ 661,368	$ 632,400
APRIL	$ 318,835	$ 321,431	$ 358,967	$ 361,119	$ 388,668	$ 328,743	$ 328,309	$ 409,253	$ 411,491	$ 468,167	$ 493,539	$ 514,449	$ 504,284	$ 501,872	$ 457,775	$ 533,006	$ 559,450	$ 626,920	$ 592,420	$ 665,768
MAY	$ 351,143	$ 372,027	$ 382,562	$ 426,812	$ 362,989	$ 430,701	$ 442,882	$ 502,577	$ 481,623	$ 528,216	$ 556,737	$ 569,117	$ 584,814	$ 579,847	$ 607,072	$ 560,306	$ 637,511	$ 727,163	$ 765,370	$ 749,722
JUNE	$ 319,314	$ 364,552	$ 363,536	$ 398,458	$ 413,934	$ 423,173	$ 471,595	$ 457,884	$ 469,940	$ 526,978	$ 523,569	$ 524,973	$ 488,288	$ 529,078	$ 551,413	$ 526,197	$ 615,152	$ 749,400	$ 690,456	$ 688,183
JULY	$ 330,628	$ 350,754	$ 394,947	$ 456,516	$ 469,538	$ 402,144	$ 431,189	$ 453,965	$ 554,262	$ 540,941	$ 540,334	$ 551,396	$ 527,818	$ 571,285	$ 591,262	$ 560,739	$ 645,485	$ 652,941	$ 679,201	$ 749,038
AUGUST	$ 371,521	$ 377,510	$ 372,473	$ 456,809	$ 373,995	$ 433,641	$ 420,914	$ 490,394	$ 504,212	$ 526,281	$ 546,571	$ 535,506	$ 575,191	$ 552,932	$ 580,309	$ 609,252	$ 594,021	$ 701,907	$ 711,936	$ 661,357
SEPTEMBER	$ 323,475	$ 341,558	$ 388,244	$ 463,398	$ 421,706	$ 415,115	$ 433,117	$ 424,160	$ 529,341	$ 509,837	$ 548,219	$ 534,225	$ 537,191	$ 552,981	$ 611,822	$ 574,299	$ 647,049	$ 646,904	$ 641,621	$ -
OCTOBER	$ 369,193	$ 365,725	$ 408,881	$ 446,179	$ 411,421	$ 425,392	$ 450,833	$ 468,586	$ 501,467	$ 516,778	$ 517,874	$ 563,222	$ 528,383	$ 559,878	$ 574,684	$ 577,225	$ 603,159	$ 577,619	$ 699,621	$ -
NOVEMBER	$ 337,133	$ 351,892	$ 352,723	$ 435,767	$ 402,883	$ 390,433	$ 412,877	$ 474,976	$ 422,213	$ 496,772	$ 528,692	$ 541,283	$ 547,752	$ 518,223	$ 567,513	$ 521,586	$ 530,010	$ 682,330	$ 661,283	$ -
DECEMBER	$ 338,058	$ 356,317	$ 396,872	$ 432,701	$ 461,792	$ 412,973	$ 481,207	$ 424,131	$ 501,046	$ 519,605	$ 539,387	$ 522,361	$ 501,313	$ 529,852	$ 536,285	$ 563,392	$ 705,360	$ 684,862	$ 649,121	$ -
TOTAL RECEIPTS	$ 4,135,146	$ 4,286,883	$ 4,554,294	$ 5,171,057	$ 5,112,939	$ 4,926,706	$ 5,241,531	$ 5,526,416	$ 5,867,556	$ 6,159,029	$ 6,426,010	$ 6,532,177	$ 6,451,105	$ 6,626,121	$ 6,849,913	$ 6,773,491	$ 7,416,321	$ 8,109,805	$ 8,153,624	$ 5,647,063
PERCENTAGE CHANGE	-2.47%	3.67%	6.24%	13.54%	-1.12%	-3.64%	6.39%	5.44%	6.17%	4.97%	4.33%	1.65%	-1.24%	2.71%	3.38%	-1.12%	9.49%	9.35%	0.54%	-30.74%

ANALYSIS OF COUNTY-WIDE SALES TAX RECEIPTS

MONTH RECEIVED	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
JANUARY	$ 89,620	$ 90,890	$ 96,504	$ 112,365	$ 136,559	$ 194,148	$ 172,402	$ 201,675	$ 215,987	$ 207,262	$ 300,664	$ 307,037	$ 317,152	$ 327,188	$ 321,485	$ 367,380	$ 334,224	$ 382,914	$ 396,394	$ 354,297
FEBRUARY	$ 106,162	$ 108,918	$ 117,464	$ 120,392	$ 112,708	$ 168,090	$ 206,332	$ 201,136	$ 213,048	$ 244,277	$ 362,832	$ 358,531	$ 364,135	$ 376,672	$ 373,022	$ 360,916	$ 373,850	$ 459,070	$ 358,637	$ 500,830
MARCH	$ 83,528	$ 84,800	$ 91,096	$ 111,384	$ 127,434	$ 176,275	$ 176,089	$ 187,616	$ 198,757	$ 200,357	$ 290,207	$ 301,101	$ 282,153	$ 298,258	$ 337,311	$ 327,594	$ 359,218	$ 372,085	$ 398,920	$ 387,324
APRIL	$ 88,156	$ 88,367	$ 97,920	$ 97,076	$ 105,529	$ 136,058	$ 140,393	$ 176,191	$ 179,735	$ 202,588	$ 302,975	$ 303,689	$ 302,845	$ 291,365	$ 355,975	$ 302,658	$ 313,114	$ 371,237	$ 331,446	$ 417,047
MAY	$ 96,607	$ 100,809	$ 103,484	$ 113,955	$ 102,518	$ 173,875	$ 182,165	$ 217,621	$ 215,823	$ 225,522	$ 329,154	$ 324,679	$ 343,200	$ 333,071	$ 352,774	$ 319,616	$ 349,824	$ 452,363	$ 462,759	$ 400,462
JUNE	$ 82,884	$ 99,561	$ 98,793	$ 107,235	$ 110,225	$ 174,577	$ 192,468	$ 197,406	$ 205,745	$ 227,284	$ 313,770	$ 298,761	$ 301,306	$ 306,362	$ 332,182	$ 348,707	$ 322,313	$ 405,973	$ 369,590	$ 374,385
JULY	$ 88,888	$ 95,381	$ 109,492	$ 130,863	$ 126,193	$ 163,203	$ 175,188	$ 199,698	$ 238,623	$ 232,796	$ 313,034	$ 330,600	$ 314,986	$ 335,180	$ 332,067	$ 323,487	$ 342,546	$ 367,080	$ 368,825	$ 395,378
AUGUST	$ 101,836	$ 104,308	$ 99,317	$ 123,221	$ 103,580	$ 180,595	$ 178,778	$ 209,006	$ 213,331	$ 223,986	$ 317,123	$ 303,152	$ 337,844	$ 344,467	$ 338,976	$ 366,555	$ 322,660	$ 408,789	$ 378,761	$ 382,123
SEPTEMBER	$ 87,159	$ 93,570	$ 106,941	$ 133,521	$ 111,381	$ 174,612	$ 178,054	$ 180,008	$ 232,303	$ 304,118	$ 318,362	$ 326,369	$ 334,573	$ 317,832	$ 364,224	$ 343,757	$ 337,376	$ 252,369	$ 345,634	$ -
OCTOBER	$ 105,259	$ 101,146	$ 112,166	$ 117,796	$ 108,343	$ 174,202	$ 189,062	$ 203,819	$ 218,503	$ 313,005	$ 301,429	$ 330,331	$ 323,573	$ 331,607	$ 336,116	$ 355,188	$ 366,176	$ 327,539	$ 373,194	$ -
NOVEMBER	$ 95,946	$ 94,231	$ 107,500	$ 117,428	$ 111,973	$ 153,378	$ 174,342	$ 208,611	$ 184,384	$ 304,259	$ 308,291	$ 321,505	$ 331,203	$ 303,002	$ 292,047	$ 321,857	$ 327,221	$ 398,510	$ 361,868	$ -
DECEMBER	$ 88,792	$ 94,570	$ 109,693	$ 114,846	$ 160,409	$ 161,622	$ 196,711	$ 182,159	$ 236,524	$ 312,690	$ 312,260	$ 310,550	$ 299,058	$ 311,284	$ 287,121	$ 299,985	$ 377,925	$ 393,418	$ 352,334	$ -
TOTAL RECEIPTS	$ 1,114,837	$ 1,156,551	$ 1,250,370	$ 1,400,082	$ 1,416,852	$ 2,030,635	$ 2,161,984	$ 2,364,946	$ 2,552,763	$ 2,998,144	$ 3,770,101	$ 3,816,305	$ 3,852,028	$ 3,876,288	$ 4,023,300	$ 4,037,701	$ 4,126,447	$ 4,591,345	$ 4,498,363	$ 3,211,844
PERCENTAGE CHANGE	"FLAT"	3.74%	8.11%	11.97%	1.20%	43.32%	6.47%	9.39%	7.94%	17.45%	25.75%	1.23%	0.94%	0.63%	3.79%	0.36%	2.20%	11.27%	-2.03%	-28.60%





CITY OF GARDEN CITY, KANSAS
.30 SALES TAX RECEIPTS

MONTH RECEIVED		2019	2020	2021	2022	2023	2024
JANUARY	CI	$ 112,024	$ 116,089	$ 114,388	$ 133,927	$ 140,015	$ 145,980
	CO	$ 107,555	$ 110,570	$ 108,950	$ 127,295	$ 129,717	$ 142,672
FEBRUARY	CI	$ 124,595	$ 123,227	$ 130,539	$ 362,806	$ 164,801	$ 176,158
	CO	$ 118,628	$ 117,135	$ 124,027	$ 341,655	$ 165,290	$ 156,054
MARCH	CI	$ 111,700	$ 112,967	$ 123,519	$ 125,534	$ 139,125	$ 137,937
	CO	$ 106,351	$ 107,383	$ 117,358	$ 118,216	$ 129,518	$ 122,195
APRIL	CI	$ 116,534	$ 100,888	$ 109,373	$ 131,563	$ 129,542	$ 146,064
	CO	$ 110,953	$ 96,695	$ 104,711	$ 123,893	$ 125,033	$ 129,395
MAY	CI	$ 117,101	$ 106,391	$ 133,855	$ 155,074	$ 163,281	$ 159,559
	CO	$ 111,493	$ 101,131	$ 133,154	$ 146,034	$ 152,007	$ 146,413
JUNE	CI	$ 108,040	$ 120,050	$ 129,002	$ 145,231	$ 141,953	$ 149,770
	CO	$ 102,571	$ 114,116	$ 128,297	$ 139,862	$ 135,748	$ 138,461
JULY	CI	$ 115,962	$ 100,650	$ 131,269	$ 135,726	$ 145,261	$ 159,864
	CO	$ 110,409	$ 95,674	$ 130,174	$ 130,847	$ 140,976	$ 149,816
AUGUST	CI	$ 114,035	$ 113,280	$ 128,775	$ 157,786	$ 155,211	$ 147,445
	CO	$ 108,614	$ 107,895	$ 127,648	$ 149,708	$ 151,606	$ 134,513
SEPTEMBER	CI	$ 122,269	$ 106,203	$ 130,397	$ 159,282	$ 134,643	$ -
	CO	$ 116,457	$ 101,155	$ 129,211	$ 171,128	$ 130,548	$ -
OCTOBER	CI	$ 113,607	$ 117,141	$ 139,434	$ 118,735	$ 150,823	$ -
	CO	$ 108,207	$ 111,573	$ 137,829	$ 114,644	$ 147,413	$ -
NOVEMBER	CI	$ 99,709	$ 101,840	$ 140,410	$ 149,989	$ 143,734	$ -
	CO	$ 95,225	$ 96,999	$ 138,036	$ 142,981	$ 139,666	$ -
DECEMBER	CI	$ 129,469	$ 114,828	$ 149,569	$ 148,666	$ 139,540	$ -
	CO	$ 128,889	$ 113,443	$ 148,889	$ 141,478	$ 135,911	$ -
TOTAL RECEIPTS		$ 2,710,397	$ 2,607,323	$ 3,088,815	$ 3,772,058	$ 3,431,364	$ 2,342,296
% Change		83.76%	-3.80%	18.47%	22.12%	-9.03%	-31.74%

CITY OF GARDEN CITY, KANSAS
.15 SALES TAX RECEIPTS

MONTH RECEIVED	2022	2023	2024
JANUARY		$ 113,537	$ 115,104
FEBRUARY		$ 128,378	$ 140,947
MARCH		$ 111,185	$ 106,347
APRIL		$ 101,915	$ 111,999
MAY		$ 131,348	$ 128,672
JUNE	$ 125,872	$ 117,497	$ 117,026
JULY	$ 108,467	$ 114,417	$ 124,845
AUGUST	$ 124,528	$ 121,461	$ 114,511
SEPTEMBER	$ 114,285	$ 107,606	$ -
OCTOBER	$ 93,730	$ 119,362	$ -
NOVEMBER	$ 116,345	$ 113,780	$ -
DECEMBER	$ 116,680	$ 110,824	$ -
TOTAL RECEIPTS	**$ 799,907**	**$ 1,391,310**	**$ 959,451**

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

ANALYSIS OF CITY-WIDE SALES TAX RECEIPTS

MONTH RECEIVED	2022	2023	2024
JANUARY	$ 640,065	$ 765,537	$ 819,202
FEBRUARY	$ 788,126	$ 935,280	$ 956,229
MARCH	$ 631,570	$ 760,573	$ 727,260
APRIL	$ 626,920	$ 714,702	$ 765,634
MAY	$ 727,163	$ 880,175	$ 901,585
JUNE	$ 884,909	$ 820,964	$ 836,378
JULY	$ 773,419	$ 824,422	$ 925,197
AUGUST	$ 833,889	$ 870,533	$ 789,894
SEPTEMBER	$ 921,650	$ 776,081	$ -
OCTOBER	$ 699,572	$ 856,211	$ -
NOVEMBER	$ 815,060	$ 803,049	$ -
DECEMBER	$ 815,874	$ 790,181	$ -
TOTAL RECEIPTS	$ 9,158,214	$ 9,797,707	$ 6,721,378

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

Current Breakdown
Sales Tax in Garden City and Expiration Dates

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

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

ANALYSIS OF CITY-WIDE SALES TAX RECEIPTS		
MONTH RECEIVED	2023	2024
JANUARY	$ 665,684	$ 669,090
FEBRUARY	$ 735,542	$ 831,503
MARCH	$ 661,368	$ 632,400
APRIL	$ 592,420	$ 665,768
MAY	$ 765,370	$ 749,722
JUNE	$ 690,456	$ 688,183
JULY	$ 679,201	$ 749,038
AUGUST	$ 711,936	$ 661,357
SEPTEMBER	$ 641,621	$ -
OCTOBER	$ 699,621	$ -
NOVEMBER	$ 661,283	$ -
DECEMBER	$ 649,121	$ -
TOTAL RECEIPTS	$ 8,153,624	$ 5,647,063

ANALYSIS OF COUNTY-WIDE SALES TAX RECEIPTS		
MONTH RECEIVED	2023	2024
JANUARY	$ 396,394	$ 354,297
FEBRUARY	$ 358,637	$ 500,830
MARCH	$ 398,920	$ 387,324
APRIL	$ 331,446	$ 417,047
MAY	$ 462,759	$ 400,462
JUNE	$ 369,590	$ 374,385
JULY	$ 368,825	$ 395,378
AUGUST	$ 378,761	$ 382,123
SEPTEMBER	$ 345,634	$ -
OCTOBER	$ 373,194	$ -
NOVEMBER	$ 361,868	$ -
DECEMBER	$ 352,334	$ -
TOTAL RECEIPTS	$ 4,498,363	$ 3,211,844

ANALYSIS OF COUNTY .30 SALES TAX RECEIPTS			
MONTH RECEIVED		2023	2024
JANUARY	CI	$ 140,015	$ 145,980
	CO	$ 129,717	$ 142,672
FEBRUARY	CI	$ 164,801	$ 176,158
	CO	$ 165,290	$ 156,054
MARCH	CI	$ 139,125	$ 137,937
	CO	$ 129,518	$ 122,195
APRIL	CI	$ 129,542	$ 146,064
	CO	$ 125,033	$ 129,395
MAY	CI	$ 163,281	$ 159,559
	CO	$ 152,007	$ 146,413
JUNE	CI	$ 141,953	$ 149,770
	CO	$ 135,748	$ 138,461
JULY	CI	$ 145,261	$ 159,864
	CO	$ 140,976	$ 149,816
AUGUST	CI	$ 155,211	$ 147,445
	CO	$ 151,606	$ 134,513
SEPTEMBER	CI	$ 134,643	$ -
	CO	$ 130,548	$ -
OCTOBER	CI	$ 150,823	$ -
	CO	$ 147,413	$ -
NOVEMBER	CI	$ 143,734	$ -
	CO	$ 139,666	$ -
DECEMBER	CI	$ 139,540	$ -
	CO	$ 135,911	$ -
TOTAL RECEIPTS		$ 3,431,364	$ 2,342,296

ANALYSIS OF CITY .15 SALES TAX RECEIPTS		
MONTH RECEIVED	2023	2024
JANUARY	$ 113,537	$ 115,104
FEBRUARY	$ 128,378	$ 140,947
MARCH	$ 111,185	$ 106,347
APRIL	$ 101,915	$ 111,999
MAY	$ 131,348	$ 128,672
JUNE	$ 117,497	$ 117,026
JULY	$ 114,417	$ 124,845
AUGUST	$ 121,461	$ 114,511
SEPTEMBER	$ 107,606	$ -
OCTOBER	$ 119,362	$ -
NOVEMBER	$ 113,780	$ -
DECEMBER	$ 110,824	$ -
TOTAL RECEIPTS	$ 1,391,310	$ 959,451

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Courtney E. Prewitt, Chief of Police
DATE: September 3, 2024
RE: Police Department Master Activity Report - July 2024

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

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

ALTERNATIVES:
None.

RECOMMENDATION:
None.

FISCAL NOTE:
None.

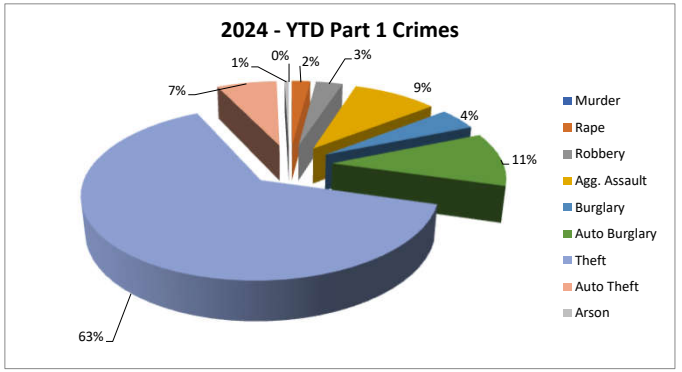
ATTACHMENTS:
2024 July Master Activity Report

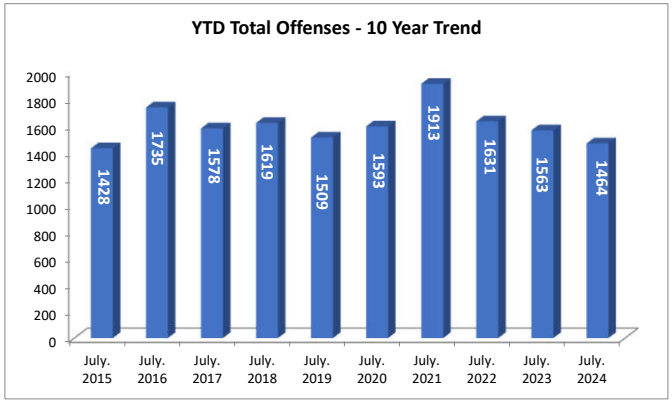
GARDEN CITY POLICE DEPARTMENT

Monthly Activity Report - July 2024

Offenses Reported

	July. 2024	YTD 2024	July. 2023	YTD 2023	% Change YTD	Arrest July. 2024	Arrest To Date 2024
Part 1 Crimes							
Murder	0	0	0	1	-100%	0	0
Rape	1	9	0	13	-31%	0	4
Robbery	1	13	3	5	160%	0	4
Agg. Assault	11	41	5	42	-2%	6	24
Burglary	1	19	6	27	-30%	1	3
Auto Burglary	5	46	13	78	-41%	0	0
Theft	30	276	40	282	-2%	14	77
Auto Theft	3	29	4	31	-6%	0	5
Arson	0	2	0	2	0%	0	0
Total:	**52**	**435**	**71**	**481**	**-10%**	**21**	**117**
Part 2 Crimes							
Criminal Trespass	11	62	4	51	22%	10	52
Criminal Damage	9	78	12	88	-11%	0	12
Drug Violation	21	141	10	150	-6%	21	152
Forgery	0	4	0	5	-20%	0	0
Graffiti	1	5	13	74	-93%	0	0
Sexual Exploitation	0	2	0	6	-67%	0	2
Kidnapping	0	5	3	9	-44%	1	3
Liquor Violations	0	7	2	13	-46%	13	94
Sex Offenses	1	15	0	31	-52%	0	4
Simple Assault	12	72	15	82	-12%	7	42
DV Battery	10	88	11	99	-11%	11	64
Weapons	0	4	2	8	-50%	0	2
Stalking	1	14	2	7	100%	1	3
All Other Crimes	26	269	29	221	22%	172	1258
Total:	**92**	**766**	**103**	**844**	**-9%**	**236**	**1688**
Grand Totals	**144**	**1201**	**174**	**1325**	**-9%**	**257**	**1805**





Community Statistics 2020-2024

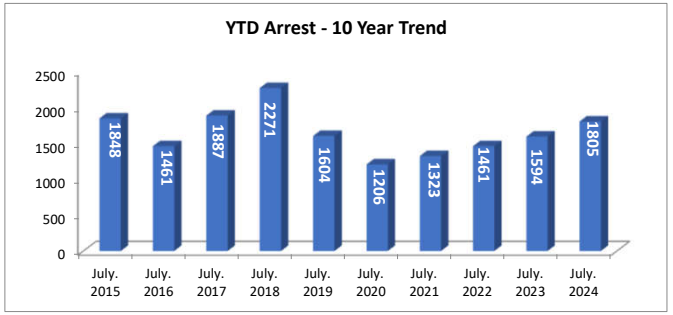
	2020	2021	2022	2023	2024
Population	31,275	31,275	31,045	31,275	30,948
Patrolling Area	10.99 sq miles	10.99 sq miles	10.99 sq miles	10.99 sq miles	10.99 sq miles

Offense Reports Summary

	July. 2024	YTD 2024	July. 2023	YTD 2023
Offense Reports	166	1464	208	1607
Patrol/CRD Supplemental Repo	328	1451	11	917

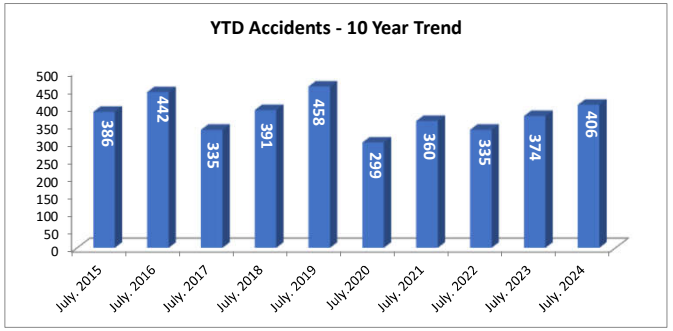
Arrests

	July. 2024	YTD 2024	July. 2023	YTD 2023	% Change YTD
All Other Adult Arrests	207	1399	172	1232	14%
Alcohol Related Arrests	13	93	7	81	15%
Drug Related Arrests	20	112	9	122	-8%
Total Adult Arrest	**240**	**1604**	**188**	**1435**	12%
All Other Juveniles Detained	14	149	12	95	57%
Alcohol Related Detained	0	1	1	8	-88%
Drug Related Detained	1	40	1	25	60%
Curfew Violations	2	11	4	31	-65%
Total Juvenile Arrest	**17**	**201**	**18**	**159**	**26%**
Total Custody:	**257**	**1805**	**206**	**1594**	**13%**



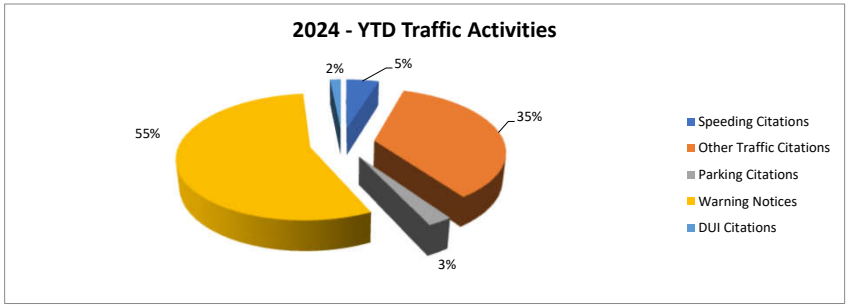
Accidents

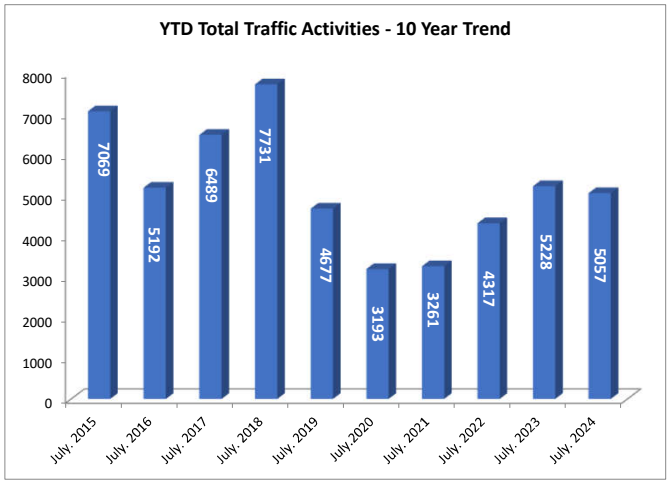
	July. 2024	YTD 2024	July. 2023	YTD 2023	% Change YTD
Fatal Accidents	0	1	0	0	UNDF
Injury Accidents	5	32	4	27	19%
Non-Injury Accidents	54	373	39	347	7%
Total Accidents:	**59**	**406**	**43**	**374**	**9%**



Traffic Enforcement

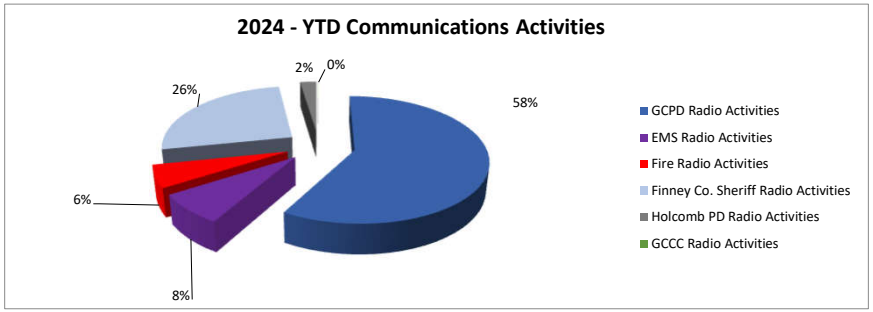
	July. 2024	YTD 2024	July. 2023	YTD 2023	% Change YTD
Speeding Citations	42	242	25	173	40%
Other Traffic Citations	209	1798	234	1766	2%
Parking Citations	17	131	16	135	-3%
Warning Notices	322	2806	431	3081	-9%
DUI Citations	12	80	13	73	10%
Totals:	**602**	**5057**	**719**	**5228**	**-3%**

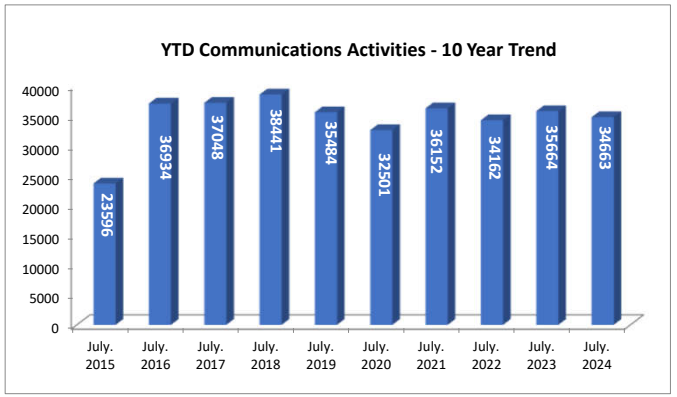




Communications Center Activities

	July. 2024	YTD 2024	July. 2023	YTD 2023	% Change YTD
GCPD Radio Activities	2756	20212	3089	20924	-3%
EMS Radio Activities	391	2661	379	2605	2%
Fire Radio Activities	302	1999	307	1821	10%
Finney Co. Sheriff Radio Activities	1271	8969	1309	9210	-3%
Holcomb PD Radio Activities	83	815	129	1098	-26%
GCCC Radio Activities	0	7	1	6	17%
Totals:	**4803**	**34663**	**5214**	**35664**	**-3%**
911 Calls	1400	8908	1536	9086	-2%
Administrative Phone Calls	7200	45345	7209	45397	0%

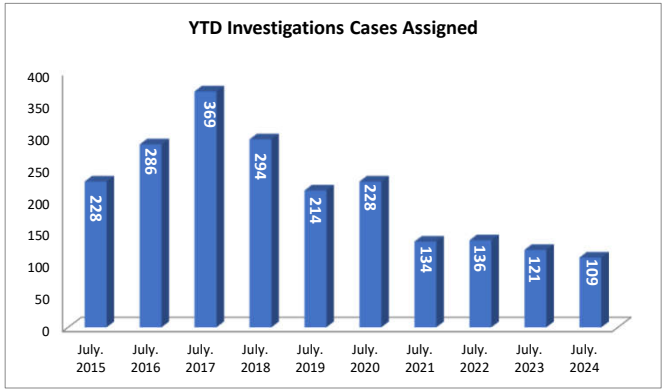




Investigations

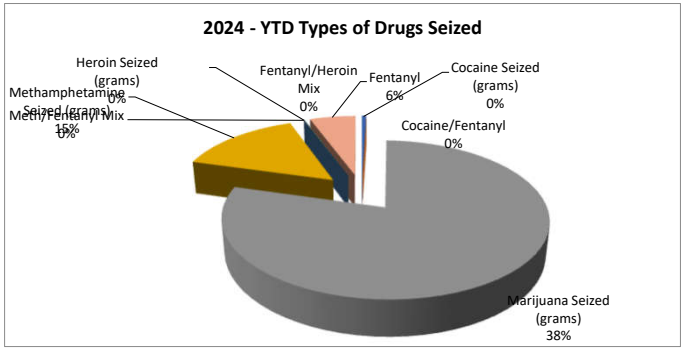
	July-24		YTD 2024		
	Assigned	Cleared	Assigned	Cleared	% Cleared
Part 1 Crimes					
Murder & non-Negligent	0	0	1	1	100%
Robbery	2	1	7	5	71%
Assault/Battery/Agg Aslt, Agg	0	1	7	5	71%
Burglary	0	0	3	3	100%
Auto Burglary	0	0	0	0	UNDF
Theft	1	0	3	4	133%
Arson	0	0	1	1	100%
Total:	**3**	**2**	**22**	**19**	**86%**
Part 2 Crimes					
Forgery/Counterfeiting	0	1	1	2	200%
Fraud	0	0	1	0	UNDF
Vandalism	0	0	0	0	UNDF
Weapons Violation	0	0	1	0	UNDF
Sex Offense	5	7	29	26	90%
Drug Violation	0	0	0	0	UNDF
Gambling	0	0	0	0	UNDF
Other Reportable Offenses	2	3	20	19	95%
Runaway	2	1	10	7	70%
Agency Assist	0	0	1	1	100%
Other Non-Reportable	1	0	3	1	33%
Death Investigation	2	0	21	18	86%
Total:	**12**	**12**	**87**	**74**	**85%**
Grand Totals	**15**	**14**	**109**	**93**	**85%**

Misc. Investigations Activities				
	July. 2024	YTD 2024	July. 2023	YTD 2023
Current Active Cases	117	926	120	806
Supplemental Reports	64	481	56	509
Search Warrants	7	64	2	37
K9 Deployments	7	47	5	25
*VSA /Criminal Polygraph	1	12	0	4



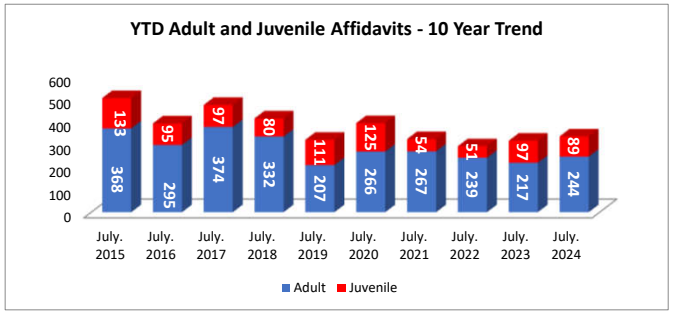
Evidence Section

GCPD Property and Evidence Seized	July. 2024	YTD 2024	July. 2023	YTD 2023	% Change YTD
Evidence Collected	229	1344	235	1961	-31%
Guns Seized	2	19	7	35	-46%
Cocaine Seized (grams)	0.4	13.11	16.29	31.6	-59%
Cocaine/Fentanyl	0	0	0	0	UNDF
Marijuana Seized (grams)	1203	2011.6	25.31	2230.8	-10%
Methamphetamine Seized (grams)	22.42	381.83	16	1727.95	-78%
Meth/Fentanyl Mix	0	0.5	0	0.6	-17%
Heroin Seized (grams)	0	0.9	0	0	UNDF
Fentanyl/Heroin Mix	0	0	0	0	UNDF
Fentanyl	1	141.7	2	201.41	-30%
Other Drugs Seized (grams)	44.2	47.2	4	15	215%
Prescription Drugs Seized (pills)	34	84	0	75	12%
RX Drugs Drop Box (lbs.)	5.5	60.75	2	29	109%



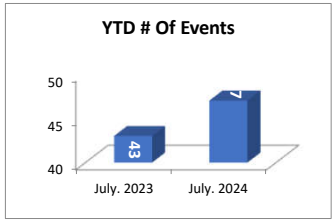
Affidavits

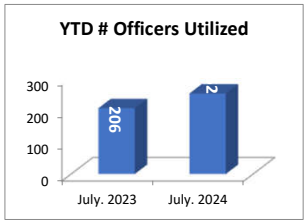
	July. 2024	YTD 2024	July. 2023	YTD 2023	% Change YTD
Adult Affidavits	59	244	28	217	12%
Juvenile Affidavits	25	89	5	97	-8%
Total:	**84**	**333**	**33**	**314**	**6%**

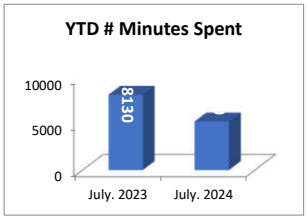


Events

	July. 2024 # of Events	July. 2024 Minutes Spent	July. 2024 # of Officers Assigned	YTD # of Events	YTD Minutes Spent	YTD # Of Officers Assigned
Community Program	1	240	1	14	1440	52
Presentations	1	60	8	7	1170	22
Parades/Traffic Control	2	240	30	4	510	65
K9	2	60	2	8	240	8
Other	1	60	15	14	1890	96
Total:	**7**	**660**	**56**	**47**	**5250**	**243**

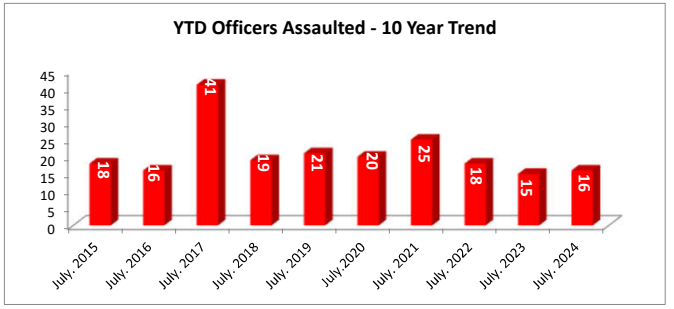






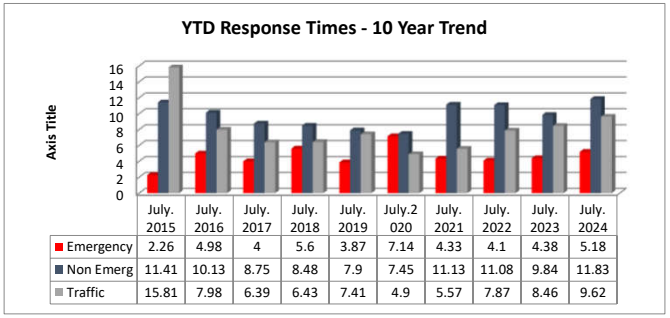
Officers Assaulted

	July. 2024	YTD 2024	July. 2023	YTD 2023	% Change YTD
Firearm	0	0	0	0	UNDF
Cutting Instrument	0	0	0	0	UNDF
Other Dangerous Weapon	1	1	0	5	500%
Hands, Fist, Feet, Etc.	3	15	5	10	500%
Police Service Dog	0	0	0	0	UNDF
Total Assaults:	**4**	**16**	**5**	**15**	UNDF



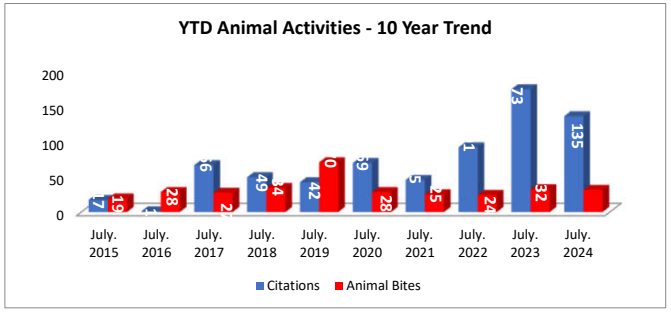
Response Time Summary Overview

	July. 2024	July. 2023
Average Emergency	5.18	4.38
Average Non-Emergency	11.83	9.84
Average Traffic Accident	9.62	8.46



Animal Incidents

	July. 2024	YTD 2024	July. 2023	YTD 2023	% Change YTD
Citations Issued	21	135	35	166	-19%
Animal Bites	8	31	3	30	3%



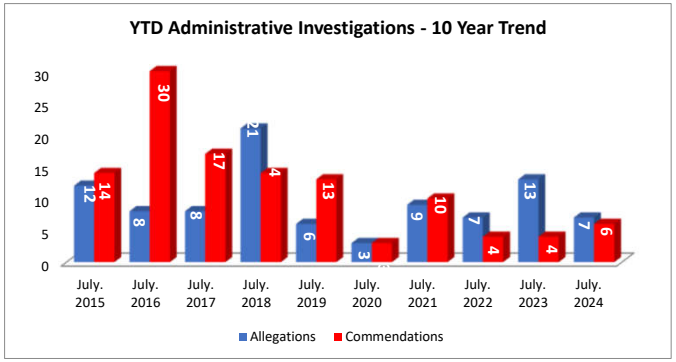
Training Hours Received Overview

	July. 2024	YTD 2024	July. 2023	YTD 2023	% Change YTD
Administrative	76.00	658.00	148.50	450.50	46%
Patrol/CRD Division	428.00	1975.00	498.50	2939.00	-33%
Support Services Division	88.00	524.00	147.00	719.00	-27%
Investigations Division	56.00	666.00	30.00	238.00	180%
Instructor Hours	100.00	315.00	87.00	215.00	47%
SUB-TOTAL TRAINING HRS	**748.00**	**4138.00**	**911.00**	**4561.50**	-9%
Academy Training Hours	0.00	820.00	128.00	1008.00	-19%
SWAT Training Hours	166.00	1010.00	256.00	1256.00	-20%
TOTAL TRAINING HOURS	**914.00**	**5968.00**	**1295.00**	**6825.50**	**-13%**



Administrative Overview

	July. 2024	YTD 2024	July. 2023	YTD 2023	% Change YTD
Allegations Received	1	7	2	13	-46%
Unfounded	0	0	0	3	-100%
Unsubstantiated	0	0	0	2	-100%
Sustained	0	0	0	2	-100%
Exonerated	0	1	0	0	UNDF
Violation Not Based On Complaint	0	0	0	0	UNDF
Investigations In Progress	0	7	2	12	-42%
Administrative Closure	0	0	0	2	-100%
Commendations	2	6	0	4	50%
Backgrounds Completed	0	12	1	11	9%
Backgrounds Active	0	18	4	20	-10%
Tested Applicants	5	29	2	37	-22%
New Hires	0	5	1	8	-38%



GARDEN CITY
— KANSAS —

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: September 3, 2024
RE: Meetings of Note

ISSUE:

- September 6, 2024 - Downtown Vision Inc. - Food Truck Friday and Garden City High School Pep Rally at Stevens Park from 11:00 a.m. - 7:00 p.m.
- September 13, 2024 - Downtown Vision Inc. - Food Truck Friday and Garden City Community College Pep Rally at Stevens Park from 11:00 a.m. - 7:00 p.m.
- September 14, 2024 - Community Mexican Fiesta Celebration at Stevens Park at 10:00 a.m. - 4:00 p.m.
- September 13, 2024 - End of Echelon Front Employee Celebration - Buffalo Dunes Golf Course at 6:00 p.m.
- September 18, 2024 - Garden City Area Chamber of Commerce Breakfast at the Clarion Inn at 7:10 a.m.
- September 19, 2024 - "Global Delights, Local Bites" Community Food Sampling at Main Street Food and Brew Hall from 5:00pm-8:00pm
- September 20, 2024 - Downtown Vision Inc. - Food Truck Friday at Stevens Park from 11:00 a.m. - 7:00 p.m.
- September 25, 2024 - Finney County Economic Development Corporation Board Meeting at the City Administrative Center in the Commission Chambers at 7:30 a.m.
- October 4, 2024 - Kansas Legislative Policy Group (KLPG) Annual Meeting at the Liberal Conference and Convention Center from 8:00am-12:30pm
- October 10-12, 2024 - League of Kansas Municipalities Annual Conference, Wichita, Kansas
- October 19, 2024 - Boo! at the Zoo at Lee Richardson Zoo at 5:00 p.m.

BACKGROUND:

ALTERNATIVES:

RECOMMENDATION:

FISCAL NOTE:

GARDEN CITY
— KANSAS —

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Jared Kuhlmann, Finance Director
DATE: September 3, 2024
RE: 1:30 p.m. Public Hearing - Resolution - Property Tax Rate

---

ISSUE:
1:30 p.m. - Public Hearing on the matter of the Governing Body hearing questions, concerns and comments from the public with regard to the levy of a property tax rate exceeding the revenue neutral rate and the approval of the 2025 budget. Following the public hearing the Governing Body is asked to consider and approve a resolution to levy a property tax rate exceeding the revenue neutral rate.

1. Resolution No.____-2024, a resolution of the City of Garden City, Kansas to levy a property tax rate exceeding the revenue neutral rate.

BACKGROUND:
At the July 2, 2024 City Commission meeting, the Governing Body authorized the Mayor to sign the Indication of Revenue Neutral Rate Intent to exceed the calculated revenue neutral rate. The 2025 City budget was approved for publication at the August 6, 2024 meeting with a 38.492 mill levy rate. The Revenue Neutral Rate for 2025 is 36.033 mill levy rate. This resolution formally acknowledges that the City is exceeding the Revenue Neutral Rate.

ALTERNATIVES:
1. The Governing Body may approve the resolution as presented. Approval must be completed by a roll-call vote.
2. The Governing Body may not approve the resolution and lower the City's mill levy to equal the Revenue Neutral Rate.

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

FISCAL NOTE:
None.

ATTACHMENTS:
Revenue Neutral Rate Resolution - 2025 Budget

RESOLUTION NO. _____-2024

A RESOLUTION OF THE CITY OF GARDEN CITY, KANSAS TO LEVY A PROPERTY TAX RATE EXCEEDING THE REVENUE NEUTRAL RATE

WHEREAS, the Revenue Neutral Rate for the City of Garden City was calculated as 36.033 mills by the Finney County Clerk; and

WHEREAS, the budget proposed by the Governing Body of the City of Garden City will require the levy of a property tax rate exceeding the Revenue Neutral Rate; and

WHEREAS, the Governing Body held a hearing on September 3, 2024, allowing all interested taxpayers desiring to be heard an opportunity to give oral testimony; and

WHEREAS, the Governing Body of the City of Garden City, having heard testimony, still finds it necessary to exceed the Revenue Neutral Rate.

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

The City of Garden City shall levy a property tax rate exceeding the Revenue Neutral Rate of 36.033.

This resolution shall take effect and be in force immediately upon its adoption and shall remain in effect until future action is taken by the Governing Body. This resolution was passed by a majority roll call vote recorded and to be certified by the City Clerk.

ADOPTED this 3rd day of September 2024 and **SIGNED** by the Mayor.

_____
Manuel F. Ortiz, MAYOR

ATTEST:

_____
Celyn N. Hurtado, CITY CLERK

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: James R. Dummermuth, Assistant City Attorney
DATE: August 28, 2024
RE: Standard Traffic Ordinance for 2024

ISSUE:

The Governing Body is asked to consider and approve the Standard Traffic Ordinance for 2024.

1. Ordinance No. _____-2024, an ordinance regulating traffic within the corporate limits of the City of Garden City, Kansas; incorporating by reference the Standard Traffic Ordinance for Kansas Cities, 51st Edition, with certain omissions, deletions, modifications, additions, and amendments; prescribing additional regulations; providing certain penalties; amending current Code Section 86-2; repealing current Code Section 86-2 and any parts or portions of any ordinance enacting the same; all to the Code of Ordinances of the City of Garden City, Kansas.

BACKGROUND:

On an annual basis since 1960, the League of Kansas Municipalities ("League") publishes a model code book containing a comprehensive traffic code for municipalities known as the Standard Traffic Ordinance and commonly referred to as the "STO". There were only three (3) changes to the STO for this year, all of which mirror recent changes made to state traffic law by the Kansas Legislature.

First, the authorized colors of ground effect lighting for motor vehicles was expanded from allowing only neon colors to allowing any color as long as the lighting is not a shade of red, does not flash, and does not have a visible light source.

Second, haulers of cotton bales are added to the list of exempt vehicles for the violation of "Spilling Loads on Highways", provided that certain requirements are met, i.e. the vehicle is fully loaded with bales and is equipped with cradles and at least 12" tall stakes, side boards, or side posts.

Third, extensive changes have occurred to the procedure in which municipal courts can make a request to the State of Kansas to suspend a person's driving privileges for not paying their traffic tickets. Under the existing procedure, the municipal court clerks send notice to people who fail to either pay their traffic tickets or set the matter for a court hearing prior to the ticket's deadline, which, amongst other things, warns the person that failure to pay or set the matter for court in 30

days will result in the suspension of their driving privileges by the State of Kansas. The municipal court clerks routinely send batches of delinquent tickets to the State of Kansas, who then process the requests and take any necessary suspension actions. If a person's driving privileges are suspended, then that person is not authorized to operate a motor vehicle and, if they do, they could be charged with a separate violation of Driving While Suspended. The new legislative changes allow a person's driving privileged to be restricted rather than suspended, provided that certain requirements are met. This will allow the person to operate a motor vehicle for limited purposes during their suspension period rather than having to completely abstain from driving. The most important change affecting municipal courts requires a municipal court to make certain considerations prior issuing an order notifying the State of Kansas to restrict or suspend a person's driving privileges for a delinquent ticket. Specifically, municipal courts must first consider whether a payment reduction or alternative (such as community service or drug/alcohol treatment) is warranted. This must be done before the municipal court asks the State of Kansas to restrict or suspend a drivers license. Another new legislative change requires the municipal courts to make forms available to the public that can be used to petition the court for a waiver of traffic fines, court costs, and reinstatement fees under existing law.

Although the STO generally mirrors the state traffic laws under Kansas Statutes, municipalities are given wide latitude to edit the STO to fit local needs. This editing is permitted as long as it does not conflict with state law. It has been the longstanding practice of the City to amend the STO to address local concerns and to manage the size of the City Code. The proposed ordinance contains the City's edits to the STO. Most of these edits have been in place for many years. The new edits to the STO are generally summarized below:

1. In order to advise people with a delinquent traffic ticket of the options for a payment reduction or alternative, the 30-day notice must include a reference to these options and include a statement that failure to pay the balance, set the matter for a court hearing, or request a payment reduction or alternative within 30 days will result in the municipal court notifying the State of Kansas to restrict or suspended the person's driving privileges and the municipal court taking further action under existing procedure.

ALTERNATIVES:

1. The Governing Body may approve the proposed ordinance.
2. The Governing Body may deny the proposed ordinance.

RECOMMENDATION:

The City Attorney's Office recommends approval of the proposed ordinance.

FISCAL NOTE:

No fiscal impact is anticipated because the majority of changes in the proposed ordinance are stylistic. Although the proposed ordinance provides additional means to charge a person under the existing charge of Driving in Violation of Restrictions, these additional means are not expected to result in any substantial increase in charges for Driving in Violation of Restrictions. The new procedure for providing payment reductions and alternatives for traffic fines is not expected to result in a significant decrease in collections because these options are still subject to the discretion of the Municipal Judge.

ATTACHMENTS:

2024 Standard Traffic Ordinance

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

ORDINANCE NO. _____-2024

An ordinance regulating traffic within the corporate limits of the City of Garden City, Kansas; incorporating by reference the Standard Traffic Ordinance for Kansas Cities, 51st Edition, with certain omissions, deletions, modifications, additions, and amendments; prescribing additional regulations; providing certain penalties; amending current Code Section 86-2; repealing current Code Section 86-2 and any parts or portions of any ordinance enacting the same; all to the Code of Ordinances of the City of Garden City, Kansas.

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

SECTION 1. Amendment. That Section 86-2 of the Code of Ordinances of the City of Garden City, Kansas, is hereby amended to read as follows:

Section 86-2. Standard Traffic Ordinance.

(a) Incorporating Standard Traffic Ordinance. There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Garden City, Kansas, that certain standard traffic ordinance known as the *Standard Traffic Ordinance for Kansas Cities*, 51st Edition, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, hereinafter referred to as the "Standard Traffic Ordinance", save and except such articles, sections, parts, or portions as are hereafter omitted, deleted, modified, added, or amended. One official copy of the Standard Traffic Ordinance shall be marked or stamped "Official Copy as Adopted by Ordinance No. _____-2024", with all sections or portions thereof intended to be omitted, deleted, modified, added or amended clearly marked to show any such omission, deletion, modification, addition, or amendment and to which shall be attached a copy of this ordinance and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The police department, municipal judge, city attorney, city prosecutor, and all administrative departments of the city charged with enforcement of the ordinance shall be supplied, at the cost of the City, such number of official copies of the Standard Traffic Ordinance, similarly marked, as may be deemed expedient. All references to the Standard Traffic Ordinance as adopted and incorporated into this Code shall be in a form designating section 86-2 followed in parenthesis followed by the section number of the Standard Traffic Ordinance, as incorporated, e.g. Section 33 of the Standard Traffic Ordinance as adopted and incorporated shall be referred to as Section 86-2(33).

(b) Omissions. The following sections contained in Articles 8 and 14 of the Standard Traffic Ordinance are hereby omitted and deleted:

Section 38.1	Driving in Defiles or Canyons.
Section 105.1	Criminal Penalties for Violation of Size and Weight Laws; Exceptions.

(c) Amendment. Section 1 of the Standard Traffic Ordinance, also referred to as 86-2(1) of the Code, is hereby amended to read as follows:

Section 1. Definitions.

(a) As used in the Standard Traffic Ordinance, as incorporated, and as used in other traffic ordinances of the city, the words and phrases defined in Section 1 of Article 1 of the Standard Traffic Ordinance shall have the meanings respectively ascribed to them therein and any such definitions are hereby incorporated by reference as if fully set forth herein, except as expressly provided in subsection (b) or except when the context otherwise requires

(b) Notwithstanding the definitions of Section 1 of Article 1 of the Standard Traffic Ordinance as incorporated by subsection (a), the following words and phrases shall have the meanings ascribed to them as set forth below:

(1) **Electric Personal Assistive Mobility Device.** Electric Personal Assistive Mobility Device means: (A) A self-balancing two (2) nontandem wheeled device, designed to transport only one (1) person, with an electric propulsion system that limits the maximum speed of the device to fifteen (15) miles per hour or less; or (B) a self-balancing device with one (1) wheel designed to transport only one (1) person by an electric propulsion system with an average power of two thousand watts (two and two-thirds horsepower) having a maximum speed on a paved level surface, when powered solely by such propulsion system, of less than twenty (20) miles per hour.

(d) Amendment. Section 23 of the Standard Traffic Ordinance, also referred to as 86-2(23) of the Code, is hereby amended to read as follows:

Section 23. Accident Involving Personal Injuries or Damage to Attended Vehicle or Property; Duties of Drivers, Reports; Penalties.

(a) The driver of any vehicle involved in an accident resulting in injury to any person or damage to any attended vehicle or property shall immediately stop such vehicle at the scene of such accident, or as close thereto as possible, but shall then immediately return to and in every event shall remain at the scene of the accident until the driver has fulfilled the requirements of Section 25.

(b) Violation of subsection (a) when an accident results in:

(1) Total property damages of less than $1,000 is a traffic offense and, upon conviction, shall be punished as provided in subsection (d) of Section 201. For the purposes of determining whether a conviction is a first, second, third, or subsequent conviction in sentencing under this subsection, the term “conviction” includes a conviction of a violation of any ordinance of any city, or resolution of any county, or a law of any state that is in substantial conformity with subsection (a). It is irrelevant whether an offense occurred before or after conviction for a previous offense.

(2) Total property damages of $1,000 or more is a traffic offense and, upon conviction, shall be punished by a fine of not more than $2,500 or by imprisonment of not more than one (1) year, or by both such fine and imprisonment.

(3) Injury to any person is a traffic offense and, upon conviction, shall be punished by a fine of not more than $2,500 or by imprisonment of not more than one (1) year, or by both such fine and imprisonment.

(c) The driver of any vehicle involved in an accident set forth in subsection (a) shall comply with the provisions of section 26.1.

(e) Amendment. Section 29 of the Standard Traffic Ordinance, also referred to as 86-2(29) of the Code, is hereby amended to read as follows:

Section 29. Reckless Driving; Penalties.

(a) Any person who drives any vehicle in willful or wanton disregard for the safety of persons or property is guilty of reckless driving.

(b) Upon a first conviction of a violation of this section a person shall be sentenced to not less than five (5) days nor more than 90 days’ imprisonment or fined not less than $25 nor more than $500, or sentenced to both such fine and imprisonment. On a second or subsequent conviction of a violation of this section, a person shall be sentenced to not less than ten (10) days nor more than six (6) months imprisonment or fined not less than $50 nor more than $500, or sentenced to both such fine and imprisonment.

(f) Amendment. Section 30 of the Standard Traffic Ordinance, also referred to as 86-2(30) of the Code, is hereby amended to read as follows:

Section 30. Driving Under the Influence of Intoxicating Liquor or Drugs; Penalties.

(a) Driving under the influence is operating or attempting to operate any vehicle within this city while:

(1) The alcohol concentration in the person's blood or breath, as shown by any competent evidence, including other competent evidence, is .08 or more;

(2) The alcohol concentration in the person's blood or breath, as measured within three (3) hours of the time of operating or attempting to operate a vehicle, is .08 or more;

(3) Under the influence of alcohol to a degree that renders the person incapable of safely driving a vehicle;

(4) Under the influence of any drug or combination of drugs to a degree that renders the person incapable of safely driving a vehicle; or

(5) Under the influence of a combination of alcohol and any drug or drugs to a degree that renders the person incapable of safely driving a vehicle.

(b) Upon a first conviction of a violation of this section, a person shall be sentenced to not less than forty-eight (48) consecutive hours nor more than six (6) months imprisonment and be fined $1,000. The person convicted must serve at least forty-eight (48) consecutive hours imprisonment before the person is granted probation, suspension of sentence, or parole or is otherwise released. The person convicted shall neither be ordered to nor be permitted to serve the forty-eight (48) consecutive hours by or as house arrest, work furlough, work release, or similar custody alternative program.

(c) On a second conviction of a violation of this section, a person shall be sentenced to not less than ninety (90) days nor more than one (1) year imprisonment and be fined $1,750. The person convicted must serve at least ten (10) consecutive days imprisonment before the person is granted probation, suspension of sentence, or parole or is otherwise released. The person convicted shall neither be ordered to nor be permitted to serve the ten (10) consecutive days by or as house arrest, work furlough, work release, or similar custody alternative program.

(d) Any person eighteen (18) years of age or older convicted of violating this section who had one or more children under the age of eighteen (18) years in the vehicle at the time of the offense shall have such person’s punishment enhanced by thirty (30) consecutive days of imprisonment, which must be served consecutively to any other minimum mandatory penalty imposed pursuant to subsection (b) or (c) and must be served before the person is granted probation, suspension of sentence, or parole or is otherwise released. Any enhanced penalty imposed shall not exceed the maximum sentence allowable by law. The person convicted shall neither be ordered to nor be permitted to serve the thirty (30) consecutive days by or as house arrest, work furlough, work release, or similar custody alternative program.

(e) In addition, prior to sentencing for any conviction pursuant to this section, the court shall order the person to participate in an alcohol and drug evaluation conducted by a provider in accordance with K.S.A. 8-1008, and amendments thereto. The person shall be required to follow any recommendation made by the provider after such evaluation, unless otherwise ordered by the court. Notwithstanding the foregoing, the court may order that the alcohol and drug evaluation be performed, and its recommendations followed and completed, as a term and condition of probation; *provided, however, that* this option shall be ordered only if, at the time of sentencing, the person being sentenced is: (1) in custody pursuant to the jurisdiction of a Kansas state court, a state court of another jurisdiction, or the federal court system; (2) is hospitalized, or is otherwise under medical treatment, to an extent that prevents or hinders the person’s ability to undergo the evaluation; or (3) is in the custody of U.S. Immigration and Customs Enforcement. Subject to the consent of all parties, the court may order that an alcohol or drug evaluation not be required if the person being sentenced is or will be serving a substantial period of incarceration in a state or federal prison.

(f) The court may establish the terms and time for payment of any fines, fees, assessments, and costs imposed pursuant to this section. Any assessments and costs shall be required to be paid not later than ninety (90) days after imposed, and any remainder of the fine shall be paid prior to the final release of the defendant by the court.

(g) In lieu of payment of a fine imposed pursuant to this section, the court may order that the person perform community service specified by the court. The person shall receive a credit on the fine imposed in an amount equal to $5 for each full hour spent by the person in the specified community service. The community service ordered by the court shall be required to be performed not later than one (1) year after the fine is imposed, or by an earlier date specified by the court. If by the required date the person performs an insufficient amount of community service to reduce to zero (0) the portion of the fine required to be paid by the person, the remaining balance of the fine shall become due on that date.

(h) Upon conviction of a person of a violation of this section, the court may order the convicted person to pay restitution to any victim who suffered loss due to the violation for which the person was convicted.

(i) (1) Except as provided in subsection (i)(5), in addition to any other penalty which may be imposed upon a person convicted of a violation of this section, the court may order that the convicted person's motor vehicle or vehicles be impounded or immobilized for a period not to exceed one (1) year and that the convicted person pay all towing, impoundment, and storage fees or other immobilization costs.

(2) The court shall not order the impoundment or immobilization of a motor vehicle driven by a person convicted of a violation of this section if the motor vehicle had been stolen or converted at the time it was driven in violation of this section.

(3) Prior to ordering the impoundment or immobilization of a motor vehicle or vehicles owned by a person convicted of a violation of this section, the court shall consider, but not be limited to, the following:

(A) Whether the impoundment or immobilization of the motor vehicle would result in the loss of employment by the convicted person or a member of such person's family; and

(B) Whether the ability of the convicted person or a member of such person's family to attend school or obtain medical care would be impaired.

(4) Any personal property in a vehicle impounded or immobilized pursuant to this subsection may be retrieved prior to or during the period of such impoundment or immobilization.

(5) As used in this subsection, the convicted person's motor vehicle or vehicles shall include any vehicle leased by such person. If the lease on the convicted person's motor vehicle subject to impoundment or immobilization expires in less than one (1) year from the date of the impoundment or immobilization, the time of impoundment or immobilization of such vehicle shall be the amount of the time remaining on the lease.

(j) For the purposes of determining whether a conviction is a first or second conviction in sentencing under this section:

(1) A "conviction" shall include any conviction occurring on or after July 1, 2001 for a violation of subsection (a), for a violation of any ordinance of any city, resolution of any county, law of any state, or law of any other jurisdiction that would constitute an offense that is comparable to subsection (a), or for a violation of K.S.A. 8-1567, and amendments thereto;

(2) A "conviction" shall include any conviction occurring during a person's lifetime for a violation of any of the following offenses or for a violation of any ordinance of any city, resolution of any county, law

of any state, or law of any other jurisdiction that would constitute an offense that is comparable to any of the following offenses:

(A) Driving a commercial motor vehicle under the influence, K.S.A. 8-2,144, and amendments thereto, or subsection (a) of Section 86-2(30.1) of the Code;

(B) Operating a vessel under the influence of alcohol or drugs, K.S.A. 32-1131, and amendments thereto;

(C) Involuntary manslaughter while driving under the influence of alcohol or drugs, K.S.A. 21-3442, prior to its repeal, or K.S.A. Supp. 21-5405(a)(3) or (a)(5), and amendments thereto;

(D) Aggravated battery as described in K.S.A. Supp. 21-5413(b)(3) or (b)(4), and amendments thereto; and

(E) Aggravated vehicular homicide, K.S.A. 21-3405a, prior to its repeal, or vehicular battery, K.S.A. 21-3405b, prior to its repeal, if the crime was committed while committing a violation of K.S.A. 8-1567, and amendments thereto;

(3) A "conviction" shall include any diversion agreement entered into in lieu of further criminal proceedings on a complaint alleging a violation of any offense described in subsection (j)(1) or (j)(2);

(4) Nothing in subsection (j)(1) shall be construed as preventing the court from considering any conviction occurring or diversion agreement entered into during the person's lifetime in determining the sentence to be imposed within the limits provided for a first or second offense;

(5) Multiple convictions of any offense described in subsections (j)(1) or (j)(2) arising from the same arrest shall only be counted as one conviction; and

(6) It is irrelevant whether an offense occurred before or after conviction for a previous offense.

(k) For the purposes of determining whether an offense is comparable, the following shall be considered:

(1) The name of the out-of-jurisdiction offense;

(2) The elements of the out-of-jurisdiction offense; and

(3) Whether the out-of-jurisdiction offense prohibits similar conduct prohibited by the closest approximate offense under subsection (a).

(l) The court shall electronically report every conviction of a violation of this section and every diversion agreement entered into in lieu of further criminal proceedings on a complaint alleging a violation of this section to the Division including any finding regarding the alcohol concentration in the offender's blood or breath. Prior to sentencing under the provisions of this section, the court shall request and shall receive from the Division a record of all prior convictions obtained against such person for any violations of any of the motor vehicle laws of this state.

(m) Upon the filing of a complaint, citation, or notice to appear alleging a person has violated the acts prohibited by this section, and prior to conviction thereof, a city attorney shall request and shall receive from the:

(1) Division a record of all prior convictions obtained against such person for any violations of any of the motor vehicle laws of this state; and

(2) Kansas Bureau of Investigation central repository all criminal history record information concerning such person.

(n) The alternatives set out in subsection (a) may be pleaded in the alternative, and the city may, but shall not be required to, elect one or more of such alternatives prior to submission of the case to the fact finder.

(o) A person may enter into a diversion agreement in lieu of further criminal proceedings for a violation of this section, and amendments thereto, only once during the person's lifetime.

(p) No plea bargaining agreement shall be entered into nor shall any judge approve a plea bargaining agreement entered into for the purpose of permitting a person charged with a violation of this section to avoid the mandatory penalties established by this section. For the purpose of this subsection, entering into a diversion agreement pursuant to K.S.A. 12-4413 et seq., and amendments thereto, shall not constitute plea bargaining.

(q) If a person is charged with a violation of subsection (a)(4) or (a)(5), the fact that the person is or has been entitled to use the drug under the laws of this state shall not constitute a defense against the charge.

(r) For the purpose of this section:

(1) Alcohol Concentration means the number of grams of alcohol per 100 milliliters of blood or per 210 liters of breath.

(2) Drug includes toxic vapors as such term is defined in K.S.A. Supp. 21-5712, and amendments thereto.

(3) Imprisonment shall include any restrained environment in which the court and law enforcement agency intend to retain custody and control of a defendant and such environment has been approved by the governing body of the city.

(g) Amendment. Section 30.1 of the Standard Traffic Ordinance, also referred to as 86-2(30.1) of the Code, is hereby amended to read as follows:

Section 30.1. Driving Commercial Motor Vehicle Under the Influence of Intoxicating Liquor or Drugs; Penalties.

(a) Driving a commercial motor vehicle under the influence is operating or attempting to operate any commercial motor vehicle within this city while:

(1) The alcohol concentration in the person's blood or breath, as shown by any competent evidence, including other competent evidence, is .04 or more;

(2) The alcohol concentration in the person's blood or breath, as measured within three (3) hours of the time of operating or attempting to operate a commercial motor vehicle, is .04 or more; or

(3) Committing a violation of subsection (a) of Section 86-2(30) of the Code.

(b) Upon a first conviction of a violation of this section, a person shall be sentenced to not less than forty-eight (48) consecutive hours nor more than six (6) months imprisonment and be fined $1,000. The person convicted must serve at least forty-eight (48) consecutive hours imprisonment before the person is granted probation, suspension of sentence, or parole or is otherwise released. The person convicted shall neither be ordered to nor be permitted to serve the forty-eight (48) consecutive hours by or as house arrest, work furlough, work release, or similar custody alternative program.

(c) On a second conviction of a violation of this section, a person shall be sentenced to not less than ninety (90) days nor more than one (1) year imprisonment and be fined $1,750. The person convicted must serve at least ten (10) consecutive days imprisonment before the person is granted probation, suspension of sentence, or parole or is otherwise released. The person convicted shall neither be ordered to nor be permitted to serve the ten (10) consecutive days by or as house arrest, work furlough, work release, or similar custody alternative program.

(d) Any person eighteen (18) years of age or older convicted of violating this section who had one or more children under the age of eighteen (18) years in the vehicle at the time of the offense shall have such person's punishment enhanced by thirty (30) consecutive days of imprisonment, which must be served consecutively to any other minimum mandatory penalty imposed pursuant to subsection (b) or (c) and must be served before the person is granted probation, suspension of sentence, or parole or is otherwise released. Any enhanced penalty imposed shall not exceed the maximum sentence allowable by law. The person convicted shall neither be ordered to nor be permitted to serve the thirty (30) consecutive days by or as house arrest, work furlough, work release, or similar custody alternative program.

(e) In addition, prior to sentencing for any conviction pursuant to this section, the court shall order the person to participate in an alcohol and drug evaluation conducted by a provider in accordance with K.S.A. 8-1008, and amendments thereto. The person shall be required to follow any recommendation made by the provider after such evaluation, unless otherwise ordered by the court. Notwithstanding the foregoing, the court may order that the alcohol and drug evaluation be performed, and its recommendations followed and completed, as a term and condition of probation; *provided, however, that* this option shall be ordered only if, at the time of sentencing, the person being sentenced is: (1) in custody pursuant to the jurisdiction of a Kansas state court, a state court of another jurisdiction, or the federal court system; (2) is hospitalized, or is otherwise under medical treatment, to an extent that prevents or hinders the person's ability to undergo the evaluation; or (3) is in the custody of U.S. Immigration and Customs Enforcement. Subject to the consent of all parties, the court may order that an alcohol or drug evaluation not be required if the person being sentenced is or will be serving a substantial period of incarceration in a state or federal prison.

(f) The court may establish the terms and time for payment of any fines, fees, assessments, and costs imposed pursuant to this section. Any assessment and costs shall be required to be paid not later than ninety (90) days after imposed, and any remainder of the fine shall be paid prior to the final release of the defendant by the court.

(g) In lieu of payment of a fine imposed pursuant to this section, the court may order that the person perform community service specified by the court. The person shall receive a credit on the fine imposed in an amount equal to $5 for each full hour spent by the person in the specified community service. The community service ordered by the court shall be required to be performed not later than one (1) year after the fine is imposed, or by an earlier date specified by the court. If by the required date the person performs an insufficient amount of community service to reduce to zero (0) the portion of the fine required to be paid by the person, the remaining balance of the fine shall become due on that date.

(h) Upon conviction of a person of a violation of this section, the court may order the convicted person to pay restitution to any victim who suffered loss due to the violation for which the person was convicted.

(i) For the purposes of determining whether a conviction is a first or second conviction in sentencing under this section:

(1) A "conviction" shall include any conviction occurring on or after July 1, 2001 for a violation of subsection (a) of Section 86-2(30) of the Code, for a violation of any ordinance of any city, resolution of any county, law of any state, or law of any other jurisdiction that would constitute an offense that is comparable to subsection (a) of Section 86-2(30) of the Code, or for a violation of K.S.A. 8-1567, and amendments thereto;

(2) A "conviction" shall include any conviction occurring during a person's lifetime for a violation of any of the following offenses or for a violation of any ordinance of any city, resolution of any county, law of any state, or law of any other jurisdiction that would constitute an offense that is comparable to any of the following offenses:

(A) Driving a commercial motor vehicle under the influence, K.S.A. 8-2,144, and amendments thereto, or subsection (a) of Section 86-2(30.1) of the Code;

(B) Operating a vessel under the influence of alcohol or drugs, K.S.A. 32-1131, and amendments thereto;

(C) Involuntary manslaughter while driving under the influence of alcohol or drugs, K.S.A. 21-3442, prior to its repeal, or K.S.A. Supp. 21-5405(a)(3) or (a)(5), and amendments thereto;

(D) Aggravated battery as described in K.S.A. Supp. 21-5413(b)(3) or (b)(4), and amendments thereto; and

(E) Aggravated vehicular homicide, K.S.A. 21-3405a, prior to its repeal, or vehicular battery, K.S.A. 21-3405b, prior to its repeal, if the crime was committed while committing a violation of K.S.A. 8-1567, and amendments thereto;

(3) A "conviction" shall include any diversion agreement entered into in lieu of further criminal proceedings on a complaint alleging a violation of any offense described in subsection (i)(1) or (i)(2);

(4) Nothing in subsection (i)(1) shall be construed as preventing the court from considering any conviction occurring or diversion agreement entered into during the person's lifetime in determining the sentence to be imposed within the limits provided for a first or second offense;

(5) Multiple convictions of any offense described in subsections (i)(1) or (i)(2) arising from the same arrest shall only be counted as one conviction; and

(6) It is irrelevant whether an offense occurred before or after conviction for a previous offense.

(j) For the purposes of determining whether an offense is comparable, the following shall be considered:

(1) The name of the out-of-jurisdiction offense;

(2) The elements of the out-of-jurisdiction offense; and

(3) Whether the out-of-jurisdiction offense prohibits similar conduct prohibited by the closest approximate offense under subsection (a).

(k) The court shall electronically report every conviction of a violation of this section. Prior to sentencing under the provisions of this section, the court shall request and shall receive from the:

(1) Division a record of all prior convictions obtained against such person for any violations of any of the motor vehicle laws of this state; and

(2) Kansas Bureau of Investigation central repository all criminal history record information concerning such person.

(l) Upon the filing of a complaint, citation, or notice to appear alleging a person has violated the acts prohibited by this section, and prior to conviction thereof, a city attorney shall request and shall receive from the:

(1) Division a record of all prior convictions obtained against such person for any violations of any of the motor vehicle laws of this state; and

(2) Kansas Bureau of Investigation central repository all criminal history record information concerning such person.

(m) The alternatives set out in subsection (a) may be pleaded in the alternative, and the city may, but shall not be required to, elect one or more of such alternatives prior to submission of the case to the fact finder.

(n) No plea bargaining agreement shall be entered into nor shall any judge approve a plea bargaining agreement entered into for the purpose of permitting a person charged with a violation of this section to avoid the mandatory penalties established by this section.

(o) If a person is charged with a violation of subsections (a)(4) or (a)(5) of Section 86-2(30) of the Code, as incorporated in this section, the fact that the person is or has been entitled to use the drug under the laws of this state shall not constitute a defense against the charge.

(p) For the purpose of this section:

(1) Alcohol Concentration means the number of grams of alcohol per 100 milliliters of blood or per 210 liters of breath.

(2) Drug includes toxic vapors as such term is defined in K.S.A. Supp. 21-5712, and amendments thereto.

(3) Imprisonment shall include any restrained environment in which the court and law enforcement agency intend to retain custody and control of a defendant and such environment has been approved by the governing body of the city.

(h) Amendment. Section 30.3 of the Standard Traffic Ordinance, also referred to as 86-2(30.3) of the Code, is hereby amended to read as follows:

Section 30.3. Ignition Interlock Devices.

(a) No person shall:

(1) Tamper with an ignition interlock device for the purpose of circumventing it or rendering it inaccurate or inoperative;

(2) Request or solicit another to blow into an ignition interlock device, or start a motor vehicle equipped with such device, for the purpose of providing an operable motor vehicle to a person whose driving privileges have been restricted to driving a motor vehicle equipped with such device;

(3) Blow into or start a motor vehicle equipped with an ignition interlock device for the purpose of providing an operable motor vehicle to a person whose driving privileges have been restricted to driving a motor vehicle equipped with such device; or

(4) Operate a vehicle not equipped with an ignition interlock device while such person's driving privileges have been restricted to driving a motor vehicle equipped with such device.

(b) Violation of this section shall be punished by a fine of not more than $2,500 or by imprisonment for not more than one (1) year, or by both such fine and imprisonment.

(c) A person convicted of a violation of this section shall serve at least thirty (30) consecutive days' imprisonment before the person is granted probation, suspension of sentence, or parole or is otherwise released, and shall be fined at least $500. The person convicted shall neither be ordered to nor be permitted to serve the thirty (30) consecutive days by or as house arrest, work furlough, work release, or similar custody alternative program.

(i) Amendment. Section 33 of the Standard Traffic Ordinance, also referred to as 86-2(33) of the Code, is hereby amended to read as follows:

Section 33. Maximum Speed Limits.

(a) Except when a special hazard exists that requires lower speed for compliance with Section 86-2(32) of the Code, the limits specified in this section or established as hereinafter authorized shall be maximum lawful speeds, and no person shall drive a vehicle at a speed in excess of such maximum limits:

(1) In any central business district or school zone unless otherwise posted, 20 mph.

(2) In any residence or urban district unless otherwise posted, 30 mph.

(3) In any park, 20 mph.

The maximum speed limit established by or pursuant to this section shall be of force and effect regardless of whether signs are posted giving notice thereof and notwithstanding any signs giving notice of maximum speed limit in excess thereof; and any sign giving notice of a maximum speed limit in excess of the limits established by or pursuant to this section shall not be of any force or effect.

(b) Whenever any appropriate sign shall be placed by lawful authority along any street or parking or marked on any curb, or otherwise giving notice of any prohibited or special use of the street or highway adjacent thereto or limiting the speed of vehicles in such zones or controlling the use thereof, it shall be unlawful for any person to refuse or fail to comply with such signs or directions.

(c) The maximum speed limits in this section or as may otherwise be established may be altered as authorized by K.S.A. 8-1560, and amendments thereto.

(j) Amendment. Section 85 of the Standard Traffic Ordinance, also referred to as 86-2(85) of the Code, is hereby amended to read as follows:

Section 85. Stopping, Standing or Parking Prohibited in Specified Places.

Except when necessary to avoid conflict with other traffic, or in compliance with the law or the directions of a police officer or official traffic-control device, no person shall:

(a) Stop, stand or park a vehicle:

(1) On the roadway side of any vehicle stopped or parked at the edge or curb of a street;

(2) On a sidewalk;

(3) Within an intersection;

(4) On a crosswalk;

(5) Between a safety zone and the adjacent curb or within 30 feet of points on the curb immediately opposite the ends of a safety zone, unless a different length is indicated by signs or markings;

(6) Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic;

(7) Upon any bridge or other elevated structure upon a highway or within a highway tunnel;

(8) On any railroad tracks;

(9) On any controlled-access highway;

(10) In the area between roadways of a divided highway, including crossovers;

(11) At any place where official signs prohibit stopping; or

(12) Within any no parking area designated by a curb marked yellow.

(b) Stand or park a vehicle, whether occupied or not except momentarily to pick up or discharge a passenger or passengers:

(1) In front of a public or private driveway;

(2) Within fifteen (15) feet of a fire hydrant;

(3) Within twenty (20) feet of a crosswalk at an intersection;

(4) Within thirty (30) feet upon the approach to any flashing signal, stop sign or traffic-control signal located at the side of a roadway;

(5) Within twenty (20) feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within seventy-five (75) feet of said entrance, when properly sign-posted; or

(6) At any place when official signs prohibit standing.

(c) Park a vehicle, whether occupied or not, except temporarily for the purpose of, and while actually engaged in, loading or unloading property or passengers:

(1) Within fifty (50) feet of the nearest rail of a railroad crossing; or

(2) At any place where official signs prohibit parking.

(d) Move a vehicle not lawfully under the person's control into any such prohibited area or away from a curb such a distance as is unlawful.

(e) Stand or park a vehicle in areas designated as fire lanes upon public or private property. (K.S.A. 8-1571)

(k) Amendment. Section 106 of the Standard Traffic Ordinance, also referred to as 86-2(106) of the Code, is hereby amended to read as follows:

Section 106. Transportation of Alcoholic Beverage.

(a) No person shall transport in any vehicle upon a highway or street any alcoholic beverage unless such beverage is:

(1) In the original unopened package or container, the seal of which has not been broken and from which the original cap, cork, or other means of closure has not been removed;

(2) (A) In the locked rear trunk or rear compartment, or any locked outside compartment which is not accessible to any person in the vehicle while it is in motion; or

(B) if a motor vehicle is not equipped with a trunk, behind the last upright seat or in an area not normally occupied by the driver or a passenger; or

(3) In the exclusive possession of a passenger in a vehicle which is a recreational vehicle or a bus, who is not in the driving compartment of such vehicle or who is in a portion of such vehicle from which the driver is not directly accessible.

(b) A first conviction of a violation of this section is punishable by a fine of not more than $200 or by imprisonment for not more than six (6) months, or both.

(c) Upon a second conviction of a violation of this section, a person shall be fined not less than $400. A person may also be sentenced to a term of imprisonment of not more than six (6) months.

(d) Upon a third or subsequent conviction of a violation of this section, a person shall be fined not less than $600. A person may also be sentenced to a term of imprisonment of not more than six (6) months.

(e) Except as provided in subsection (g) upon conviction or adjudication of a second or subsequent violation of this section, the judge, in addition to any other penalty or disposition ordered pursuant to law, shall suspend the person's driver's license or privilege to operate a motor vehicle on the streets and highways of this state for one year.

(f) Upon suspension of a license pursuant to this section, the court shall require the person to surrender the license to the court, which shall transmit the license to the Division, to be retained until the period of suspension expires. At that time, the licensee may apply to the division for return of the license. If the license has expired, the person may apply for a new license, which shall be issued promptly upon payment of the proper fee and satisfaction of other conditions established by law for obtaining a license unless another suspension or revocation of the person's privilege to operate a motor vehicle is in effect.

(g) In lieu of suspending the driver's license or privilege to operate a motor vehicle on the highways of this state of any person convicted of violating this section, as provided in subsection (e), the judge of the court in which such person was convicted may enter an order which places conditions on such person's privilege of operating a motor vehicle on the highways of this state, a certified copy of which such person shall be required to carry any time such person is operating a motor vehicle on the highways of this state. Any such order shall prescribe the duration of the conditions imposed, which in no event shall be for a period of more than one year for a second violation.

Upon entering an order restricting a person's license hereunder, the judge shall require such person to surrender such person's driver's license to the judge who shall cause it to be transmitted to the Division, together with a copy of the order. Upon receipt thereof, the Division shall issue without charge a driver's license which shall indicate on its face that conditions have been imposed on such person's privilege of operating a motor vehicle and that a certified copy of the order imposing such conditions is required to be carried by the person for whom the license was issued any time such person is operating a motor vehicle on the highways of this state. If the person convicted is a nonresident, the judge shall cause a copy of the order to be transmitted to the Division and the Division shall forward a copy of it to the motor vehicle administrator, of such person's state of residence. Such judge shall furnish to a person whose driver's license has had conditions imposed on it under this section a copy of the order, which shall be recognized as a valid Kansas driver's license until such time as the division shall issue the restricted license provided for in this section.

Upon expiration of the period of time for which conditions are imposed pursuant to this subsection, the licensee may apply to the Division for the return of the license previously surrendered by such licensee. In the event such license has expired, such person may apply to the Division for a new license, which shall be issued immediately by the division upon payment of the proper fee and satisfaction of the other conditions established by law, unless such person's privilege to operate a motor vehicle on the highways of this state has been suspended or revoked prior thereto. If any person shall violate any of the conditions imposed under this subsection, such person's driver's license or privilege to operate a motor vehicle on the highways of this state shall be revoked for a period of not less than sixty (60) days nor more than one year by the judge of the court in which such person is convicted of violating such conditions.

(h) It shall be an affirmative defense to any prosecution under this section that an occupant of the vehicle other than the defendant was in exclusive possession of the alcoholic beverage.

(i) The court shall report to the Division every conviction of a violation of this section. Prior to sentencing under the provisions of this section, the court shall request and shall receive from the division a record of

all prior convictions obtained against such person for any violations of any of the motor vehicle laws of this state.

(j) For the purpose of determining whether a conviction is a first, second or subsequent conviction in sentencing under this section:

(1) "Conviction" includes a conviction of a violation of any ordinance of any city, resolution of any county, or law of any state that is in substantial conformity with subsection (a).

(2) Only convictions occurring in the immediately preceding five (5) years shall be taken into account, but the court may consider other prior convictions in determining the sentence to be imposed within the limits provided for a first, second, or subsequent offender, whichever is applicable; and

(3) It is irrelevant whether an offense occurred before or after conviction for a previous offense. (K.S.A. 8-1599)

(l) Amendment. Section 107 of the Standard Traffic Ordinance, also referred to as 86-2(107) of the Code, is hereby amended to read as follows:

Section 107. Unattended Motor Vehicle; Ignition; Key and Brakes.

(a) No person driving or in charge of a motor vehicle shall permit it to stand unattended on any street or highway, or upon the premises of any childcare facility, as defined by K.S.A. 65-503, or any family day care home, as defined by K.S.A. 65-517, without first stopping the engine, locking the ignition, removing the key from the ignition and effectively setting the brake thereon and, when standing upon any grade, turning the front wheels to the curb or side of the highway.

(b) For the purpose of this section, unattended shall not be construed to mean a motor vehicle with an engine that has been activated by a remote starter system, when the motor vehicle is locked and when the ignition keys are not in the motor vehicle.

(m) Amendment. Section 114.2 of the Standard Traffic Ordinance, also referred to as 86-2(114.2) of the Code, is hereby amended to read as follows:

Sec. 114.2. Unlawful Operation of a Micro Utility Truck or Recreational Off-Highway Vehicle.

(a) It shall be unlawful for any person to operate a micro utility truck or recreational off-highway vehicle on any interstate highway, federal highway, or state highway, including, but not limited to, the following highways, or portions thereof, located within the corporate limits of the city:

(1) U.S. 156/Kansas Avenue from Five Points to east city limits;

(2) U.S. 83 Business Route/Main Street from Fulton Street to south city limits;

(3) U.S. 83 Business Route/Taylor Street from Five Points to north city limits;

(4) U.S. 50/Fulton Street from U.S. 83/Main Street to east city limits; and

(5) U.S. 50/U.S. 83 Bypass.

(b) Operation of a micro utility truck or recreational off-highway vehicle is authorized within the corporate limits of the city, subject to the requirements of this section.

(c) No micro utility trucks or recreational off-highway vehicle shall be operated on any public highway or street within the city unless the person operating the micro utility truck or recreational off-highway vehicle complies with Section 192 of the Standard Traffic Ordinance pertaining to a driver's license.

(d) No person shall operate a micro utility truck or recreational off-highway vehicle without complying with the requirements of Section 200 of the Standard Traffic Ordinance pertaining to motor vehicle liability insurance.

(e) A person operating a micro utility truck or recreational off-highway vehicle shall comply with all sections of the Standard Traffic Ordinance which pertain to operation of a motor vehicle.

(f) No micro utility truck or recreational off-highway vehicle shall be operated on any public highway or street, unless the micro utility truck or recreational off-highway vehicle complies with the equipment requirements under Article 17 of Chapter 8 of the Kansas Statutes Annotated and amendments thereto.

(g) No person shall operate a micro utility truck or recreational off-highway vehicle without first registering it, or without renewing registration each calendar year thereafter, with the Garden City Police Department (GCPD), and obtaining a registration plate from the GCPD. The registration plate shall be displayed on the micro utility truck or recreational off-highway vehicle at all times the micro utility truck

or recreational off-highway vehicle is operated on any public highway or street in the city. The micro utility truck or recreational off-highway vehicle registration and plate program shall be administered pursuant to policies and procedures established by the GCPD, except as otherwise provided in this section.

(h) Prior to the issuance of any registration pursuant this section, or annual renewal thereof, the GCPD shall obtain a list of all convictions under this section of any person applying for such registration from the Garden City Municipal Court and from the State of Kansas Department of Revenue, Division of Vehicles.

(i) The GCPD shall not issue any registration pursuant to this section, or annual renewal thereof, for a period of one (1) year to any person who has two (2) convictions under this section, or under any ordinance of any city, resolution of any county, or law of any state which is in substantial conformity with subsection (a), except that any such ordinance, resolution, or law is not required to be in substantial conformity with the specific highways listed therein. It is irrelevant whether any such conviction occurred before or after the time that the person applied for or was issued registration under this section, or annual renewal thereof. The one-year suspension shall run from the date of the last conviction. Any person suspended pursuant to this subsection may apply for registration of any micro utility truck or recreational off-highway vehicle with the GCPD at the conclusion of the one-year suspension. The GCPD shall issue registration to said person, provided that during the one-year suspension, or anytime thereafter, the person has not been convicted and has no pending violations under this section, or under any ordinance of any city, resolution of any county, or law of any state which is in substantial conformity with subsection (a).

(j) The GCPD shall not, for a period of five (5) years, issue registration pursuant to this section to any person who has applied for registration of a micro utility truck or recreational off-highway vehicle following a one-year suspension, if said person has been convicted under this section or who has been convicted under any ordinance of any city, resolution of any county, or law of any state which is in substantial conformity with subsection (a) during the one-year suspension or any time thereafter.

(k) The GCPD shall not issue any registration under this section, or annual renewal thereof, to any person who fails to produce a valid driver's license, except those expressly exempted. The GCPD shall not issue any registration under this section, or annual renewal thereof, to any person whose driving privileges are canceled, suspended, or revoked pursuant to K.S.A. 8-252a, and amendments thereto, or to any person whose privilege to obtain a driver's license is suspended or revoked.

(l) No registration or registration plate issued pursuant to this section shall be assignable or transferable. Any registration plate issued pursuant to this section shall be immediately removed from the registered

micro utility truck or recreational off-highway vehicle upon the transfer of ownership of said vehicle. The owner of any micro utility truck or recreational off-highway vehicle registered pursuant to this section shall notify the GCPD of any transfer of ownership of said vehicle and shall return any registration plate of said vehicle to the GCPD within ten (10) calendar days.

(m) Any person applying for registration under this section, shall pay an initial registration fee of $25.00. Any person applying for an annual renewal under this section shall pay a fee of $15.00.

(n) The fees provided in subsection (m) shall be waived for registration under this section, or annual renewal thereof, for any micro utility truck or recreational off-highway vehicle that is owned and operated by any municipal, county, state, or federal government. Nothing in this subsection shall be deemed to exempt any such government from any other requirements of this section unless specifically exempted herein.

(o) A violation of any one of the above subsections shall be deemed to be a violation of this section, and each such subsection so violated shall be deemed to be a separate offense.

(p) Notwithstanding the provisions of subsection (a), any micro utility truck or recreational off-highway vehicle owned by a municipal, county, state, or federal government, or owned and operated by persons contracting with the same, may be allowed to operate such vehicle upon and within the corporate city limits of the city as required in the performance of its duties.

(q) Charges under this section are not eligible for the fast trac program.

(r) The provisions of subsection (a) shall not prohibit a micro utility truck or recreational off-highway vehicle from crossing a federal or state highway. (K.S.A. Supp. 8-15,106)

(n) Amendment. Section 115 of the Standard Traffic Ordinance, also referred to as 86-2(115) of the Code, is hereby amended to read as follows:

Section 115. Unlawful Riding on Vehicles; Persons 14 years of Age and Older.

(a) It shall be unlawful for any person 14 years of age or older to ride on any vehicle or upon any portion thereof not designed or intended for use of passengers when the vehicle is in motion.

(b) It shall be unlawful for the operator of any vehicle to allow any person 14 years of age or older to ride on any vehicle or upon any portion thereof not designated or intended for the use of passengers when the vehicle is in motion.

(c) This section shall not apply to:

(1) An employee engaged in the necessary discharge of the employee's duty within truck bodies in space intended for merchandise or cargo; or

(2) When the vehicle is being operated in parades, caravans, or exhibitions which are officially authorized or otherwise permitted by ordinance, resolution, or law.

Ref.: For Persons Under 14 Years of Age see Sec. 182.2.

(o) Amendment. Section 116 of the Standard Traffic Ordinance, also referred to as 86-2(116) of the Code, is hereby amended to read as follows:

Section 116. Driving Upon Sidewalk.

(a) No person shall drive any vehicle upon a sidewalk or sidewalk area except upon a permanent or duly authorized temporary highway.

(b) The provisions of subsection (a) shall not apply to an electric-assisted scooter.

(p) Amendment. Section 118 of the Standard Traffic Ordinance, also referred to as 86-2(118) of the Code, is hereby amended to read as follows:

Section 118. Driving Through or On Private or Public Property to Avoid Traffic Control Devices.

No person shall drive through any public or private property adjacent to any street intersection to avoid any official traffic control device or to short cut from one street to another.

(q) Amendment. Section 135.1 of the Standard Traffic Ordinance, also referred to as 86-2(135.1) of the Code, is hereby amended to read as follows:

Section 135.1. Electric-Assisted Scooters, Traffic Law Application.

(a) It shall be unlawful for any person to operate an electric-assisted scooter on any interstate highway, federal highway, or state highway.

(b) Notwithstanding the provisions of subsection (a), traffic regulations applicable to bicycles, Sections 127 to 133, inclusive, shall be applicable to electric-assisted scooters.

(c) Every person operating an electric-assisted scooter upon a street or highway at less than the normal speed of traffic shall ride as near to the right side of the street or highway as practicable except when:

(1) Preparing to make a left turn at an intersection or into a private drive or roadway; or

(2) Reasonably necessary to avoid conditions including, but not limited to, fixed or moving objects, parked or moving vehicles, bicycles, pedestrians, animals, surface hazards, or narrow width lanes that make it unsafe to continue along the right-hand edge of the street, highway or roadway. For the purposes of this subsection, "narrow width lane" shall mean a lane that is too narrow for a bicycle or electric-assisted scooter and a vehicle to travel safely side-by-side within the lane.

(d) It shall be unlawful for any person to operate an electric-assisted scooter upon a street or highway between the hours of dusk or 9:00 p.m., whichever is earlier, and sunrise.

(e) Persons riding electric-assisted scooters upon a street or highway shall not ride more than two (2) abreast, except on paths or parts of a street or highway set aside for the exclusive use of bicycles or electric-assisted scooters.

(f) No person shall operate an electric-assisted scooter upon any street, highway, or elsewhere throughout the city, where such operation is prohibited and where a sign or signs are posted on such property indicating that such scooters, similar devices, or bicycles are prohibited. Any such property shall include, but not be limited to, any path, park, or other public property and any parking lot or other private property.

(g) It shall be unlawful for any person to operate an electric-assisted scooter upon any street or highway, or elsewhere throughout the city, including, but not limited to, a sidewalk, in such manner as to indicate a careless or heedless disregard for the rights or safety of others or in such a manner as to endanger or be likely to endanger any person or property.

(h) A person operating an electric-assisted scooter upon any street or highway, or elsewhere throughout the city, including, but not limited to, a sidewalk, shall yield the right-of-way to any pedestrian and shall give an audible signal before overtaking and passing such pedestrian.

(i) It shall be unlawful for any person to operate an electric-assisted scooter upon any street or highway, or elsewhere throughout the city, including, but not limited to, a sidewalk, at a speed in excess of twenty (20) miles per hour.

(j) No electric-assisted scooter shall be used to carry more persons at one time than the number for which it is designed or equipped.

(k) Vehicle registration, motor vehicle liability insurance, and driver's license shall not be required under the Code for operation of an electric-assisted scooter.

(l) The provisions of subsection (a) shall not prohibit an electric-assisted scooter from crossing a federal or state highway.

(r) Amendment. Section 192 of the Standard Traffic Ordinance, also referred to as 86-2(192) of the Code, is hereby amended to read as follows:

Section 192. Driver's License.

(a) No person, except those expressly exempted, shall drive or operate any motor vehicle or motorized bicycle upon any highway in this city unless such person has a valid driver's license.

(b) Any person operating in this city a motor vehicle shall be the holder of a driver's license that is classified for the operation of such motor vehicle, and any person operating in this city a motorcycle that is registered in the State of Kansas shall be the holder of a class M driver's license.

(c) No person shall drive any motorized bicycle upon a highway of this state unless such person: (1) Has a valid driver's license that entitles the licensee to drive a motor vehicle in any class or classes; (2) is at least 15 years of age and has passed the written and visual examinations required for obtaining a class C driver's license, in which case the Division shall issue to such person a class C license, which shall clearly indicate that such license is valid only for the operation of motorized bicycles; (3) has had their driving privileges suspended, for a violation other than a violation of K.S.A. 8-2,144, and amendments thereto, or a second or subsequent violation of K.S.A. 8-1567 or 8-1567a, and amendments thereto, and such person: (A) Has completed the mandatory period of suspension as provided in K.S.A. 8-1014, and amendments thereto; and (B) has made application and submitted a $40 nonrefundable application fee to the Division for the issuance of a class C license for the operation of motorized bicycles, in accordance with subsection (c)(2), in which case the Division shall issue to such person a class C license, which shall clearly indicate that such license is valid only for the operation of motorized bicycles; or (4) has had their driving privileges revoked under K.S.A. 8-286, and amendments thereto, has not had a test refusal or test failure or alcohol or drug-related conviction, as those terms are defined in K.S.A. 8-1013, and amendments thereto, in the last five years, has not been convicted of a violation of K.S.A. 8-1568(b), and amendments thereto, in the last five years and has made application to the Division for issuance of a class C license for the operation of motorized bicycles, in accordance with subsection (c)(2), in which case the Division shall issue such person a class C license, which shall clearly indicate that such license is valid only for the operation of motorized bicycles.

(d) A person convicted of a violation of this section shall be sentenced to imprisonment of not more than six (6) months and shall be fined at least $300, or sentenced to both such imprisonment and fine, but in no event shall the person be fined in excess of $1,000.

(e) On a second conviction of a violation of this section, the person convicted must serve at least two (2) consecutive days' imprisonment before the person is granted probation, suspension of sentence, or parole or is otherwise released, and be fined $600. The person convicted shall neither be ordered to nor be permitted to serve the two (2) consecutive days by or as house arrest, work furlough, work release, or similar custody alternative program.

(f) On a third conviction of a violation of this section, the person convicted must serve at least five (5) consecutive days' imprisonment before the person is granted probation, suspension of sentence, or parole or is otherwise released, and be fined at least $1,000. The person convicted shall neither be

ordered to nor be permitted to serve the five (5) consecutive days by or as house arrest, work furlough, work release, or similar custody alternative program.

(g) On a fourth conviction of a violation of this section, the person convicted must serve at least ten (10) consecutive days' imprisonment before the person is granted probation, suspension of sentence, or parole or is otherwise released, and be fined at least $1,000. The person convicted shall neither be ordered to nor be permitted to serve the ten (10) consecutive days by or as house arrest, work furlough, work release, or similar custody alternative program.

(h) On a fifth conviction of a violation of this section, the person convicted must serve at least fifteen (15) consecutive days' imprisonment before the person is granted probation, suspension of sentence, or parole or is otherwise released, and be fined $1000. The person convicted shall neither be ordered to nor be permitted to serve the fifteen (15) consecutive days by or as house arrest, work furlough, work release, or similar custody alternative program.

(i) On a sixth or subsequent conviction of a violation of this section, the person convicted must serve at least twenty-five (25) consecutive days' imprisonment before the person is granted probation, suspension of sentence, or parole or is otherwise released, and be fined $1,000. The person convicted shall neither be ordered to nor be permitted to serve the twenty-five (25) consecutive days by or as house arrest, work furlough, work release, or similar custody alternative program.

(j) For the purposes of determining whether a conviction is a first, second, third, fourth, fifth, sixth or subsequent conviction in sentencing under this section, "conviction" includes a conviction of a violation of any ordinance of any city, or resolution of any county, or a law of any state which is in substantial conformity with subsection (a) or (c). It is irrelevant whether an offense occurred before or after conviction for a previous offense.

(s) Amendment. Section 194 of the Standard Traffic Ordinance, also referred to as 86-2(194) of the Code, is hereby amended to read as follows:

Section 194. Driving While License Canceled, Suspended or Revoked; Penalty.

(a) No person shall drive any motor vehicle on any street or highway at a time when such person's privilege so to do is canceled, suspended, or revoked or while such person's privilege to obtain a driver's license is suspended or revoked pursuant to K.S.A. 8-252a, and amendments thereto.

(b) Upon a first conviction of a violation of this section, the person convicted shall be sentenced to imprisonment of not less than five (5) days or fined at least $200, or sentenced to both such imprisonment and fine, but in no event shall the person be sentenced to imprisonment of more than six (6) months or fined in excess of $1,000. Except as provided in subsection (d), the person need not serve the five (5) days imprisonment pursuant to this subsection prior to the person being granted probation, suspension of sentence, or parole or being otherwise released.

(c) Upon a second or subsequent conviction of a violation of this section, the person convicted shall be sentenced to imprisonment and fined as provided in the following subsections, but in no event shall the person be sentenced to imprisonment of more than one (1) year or fined in excess of $2,500:

(1) Upon a second conviction of a violation of this section, the person convicted must serve at least five (5) consecutive days' imprisonment before the person is granted probation, suspension of sentence, or parole or is otherwise released, and be fined at least $300. The person convicted shall neither be ordered to nor be permitted to serve the five (5) consecutive days by or as house arrest, work furlough, work release, or similar custody alternative program.

(2) On the third conviction of a violation of this section, the person convicted must serve at least thirty (30) consecutive days' imprisonment before the person is granted probation, suspension of

sentence, or parole or is otherwise released, and be fined at least $500. The person convicted shall neither be ordered to nor be permitted to serve the thirty (30) consecutive days by or as house arrest, work furlough, work release, or similar custody alternative program.

(3) On the fourth conviction of a violation of this section, the person convicted must serve at least sixty (60) consecutive days' imprisonment before the person is granted probation, suspension of sentence, or parole or is otherwise released, and be fined at least $700. The person convicted shall neither be ordered to nor be permitted to serve the sixty (60) consecutive days by or as house arrest, work furlough, work release, or similar custody alternative program.

(4) On the fifth conviction of a violation of this section, the person convicted must serve at least ninety (90) consecutive days' imprisonment before the person is granted probation, suspension of sentence, or parole or is otherwise released, and be fined at least $1,000. The person convicted shall neither be ordered to nor be permitted to serve the ninety (90) consecutive days by or as house arrest, work furlough, work release, or similar custody alternative program.

(5) On the sixth or subsequent conviction of a violation of this section, the person convicted must serve at least one hundred twenty (120) consecutive days' imprisonment before the person is granted probation, suspension of sentence, or parole or is otherwise released, and be fined at least $1,500. The person convicted shall neither be ordered to nor be permitted to serve the one hundred twenty (120) consecutive days by or as house arrest, work furlough, work release, or similar custody alternative program.

(d) (1) A person convicted of a violation of this section must be sentenced to imprisonment of not less than ninety (90) consecutive days' imprisonment and be fined at least $1,000, if such person:

(A) is convicted of a violation of this section committed while the person's privilege to drive was suspended or revoked for a violation of Section 86-2(30) or 86-2(30.1) of the Code, for a violation of K.S.A. 8-2,144 or K.S.A. 8-1567 and amendments thereto, or for a violation of any ordinance of any city, resolution of any county, or law of any state that prohibits the acts prohibited by Section 86-2(30) or 86-2(30.1) of the Code or by K.S.A. 8-2,144 or K.S.A. 8-1567, and amendments thereto; and

(B) is or has been also convicted of a violation of Section 86-2(30) or 86-2(30.1) of the Code, of a violation of K.S.A. 8-2,144 or K.S.A. 8-1567 and amendments thereto, or of a violation of any ordinance of any city, resolution of any county, or law of any state that prohibits the acts prohibited by Section 86-2(30) or 86-2(30.1) of the Code or by K.S.A. 8-2,144 or K.S.A. 8-1567 and amendments thereto, committed while the person's privilege to drive was so suspended or revoked.

(2) The person sentenced pursuant to subsection (d)(1) must serve at least ninety (90) consecutive days' imprisonment before the person is granted probation, suspension of sentence, or parole or is otherwise released and such person shall neither be ordered to nor be permitted to serve the 90 (90) consecutive days by or as house arrest, work furlough, work release, or similar custody alternative program.

(3) Any imprisonment and fine sentenced pursuant to subsection (d)(1) shall be within the maximum sentence that can be imposed for a first offense or for a second or subsequent offense under this section, as provided for in subsections (b) or (c), respectively.

(4) In the event that a person is subject to a sentence under subsection (d)(1) and subject to a sentence under subsection (c), the greater sentence shall be imposed.

(e) (1) On a third or subsequent conviction of a violation of this section, the person convicted must be sentenced to imprisonment of not less than ninety (90) consecutive days' imprisonment and be fined

at least $1,500, if such person's privilege to drive a motor vehicle is canceled, suspended, or revoked because such person:

(A) Refused to submit and complete any test of blood, breath, or urine requested by law enforcement, excluding the preliminary screening test as set forth in K.S.A. 8-1012, and amendments thereto, or in Section 86-2(30.2) of the Code;

(B) Was convicted of violating the provisions of K.S.A. 40-3104, and amendments thereto, or Section 86-2(200) of the Code relating to motor vehicle liability insurance coverage;

(C) Was convicted of vehicular homicide, K.S.A. 21-3405, prior to its repeal or K.S.A. 21-5406, and amendments thereto, involuntary manslaughter while driving under the influence of alcohol or drugs, K.S.A. 21-3442, prior to its repeal or K.S.A. 21-5405(a)(3) and (a)(5), and amendments thereto, or any other murder or manslaughter crime resulting from the operation of a motor vehicle; or

(D) Was convicted of being a habitual violator pursuant to K.S.A. 8-287, and amendments thereto, or Section 86-2(195.1) of the Code.

(2) The person sentenced pursuant to subsection (e)(1) must serve at least ninety (90) consecutive days' imprisonment before the person is granted probation, suspension of sentence, or parole or is otherwise released and such person shall neither be ordered to nor be permitted to serve the 90 (90) consecutive days by or as house arrest, work furlough, work release, or similar custody alternative program.

(3) Any imprisonment and fine sentenced pursuant to subsection (e)(1) shall be within the maximum sentence that can be imposed for a second or subsequent offense under this section, as provided for in subsections (c).

(4) In the event that a person is subject to a sentence under subsection (e)(1) and subject to a sentence under subsection (c), the greater sentence shall be imposed.

(f) For the purposes of determining whether a conviction is a first, second, third, fourth, fifth, sixth or subsequent conviction in any sentencing under this section, "conviction" includes a conviction of a violation of any ordinance of any city, resolution of any county, or law of any state which is in substantial conformity with subsection (a). It is irrelevant whether an offense occurred before or after conviction for a previous offense.

(t) Amendment. Section 196 of the Standard Traffic Ordinance, also referred to as 86-2(196) of the Code, is hereby amended to read as follows:

Section 196. Unauthorized Operator.

(a) No person shall authorize or knowingly permit a motor vehicle owned by such person and under such person's control to be driven upon any highway by any person who has no legal right to do so, or who does not have a valid driver's license.

(b) Any person who violates this section shall be guilty of an ordinance violation, and on conviction shall be fined not more than five hundred dollars ($500) or be sentenced to not more than ninety (90) days' imprisonment, or sentenced to both such fine and imprisonment.

(u) Amendment. Section 197 of the Standard Traffic Ordinance, also referred to as 86-2(197) of the Code, is hereby amended to read as follows:

Section 197. Unauthorized Minors.

(a) No person shall cause or knowingly permit such person's child or ward under the age of eighteen (18) years to drive a motor vehicle upon any highway when such minor person is not authorized under the laws of Kansas to drive a vehicle.

(b) Any person who violates this section shall be guilty of an ordinance violation, and on conviction shall be fined not more than five hundred dollars ($500) or be sentenced to not more than ninety (90) days' imprisonment, or be sentenced to both such fine and imprisonment.

(v) Amendment. Section 200 of the Standard Traffic Ordinance, also referred to as 86-2(200) of the Code, is hereby amended to read as follows:

Section 200. Motor Vehicle Liability Insurance.

(a) Every owner of a motor vehicle shall provide motor vehicle liability insurance coverage in accordance with the Kansas Automobile Injury Reparations Act, K.S.A. 40-3101, et seq., for every motor vehicle owned by such person, unless such motor vehicle:

(1) Is included under an approved self-insurance plan as provided in K.S.A. 40-3104(f), and amendments thereto;

(2) is used as a driver training motor vehicle, as defined in K.S.A. 72-4005 and amendments thereto, in an approved driver training course by a school district or an accredited nonpublic school under an agreement with a motor vehicle dealer, and such motor vehicle liability insurance coverage is provided by the school district or accredited nonpublic school;

(3) is included under a qualified plan of self-insurance approved by an agency of the state in which such motor vehicle is registered and the form prescribed in subsection (b) of K.S.A. 40-3106, and amendments thereto, has been filed; or

(4) is expressly exempted from the provisions of the Kansas Automobile Injury Reparations Act, K.S.A. 40-3101, et seq.

(b) An owner of an uninsured motor vehicle shall not permit the operation thereof upon a highway or upon property open to use by the public, unless such motor vehicle is expressly exempted from the provisions of the Kansas Automobile Injury Reparations Act, K.S.A. 40-3101, et seq.

(c) No person shall knowingly drive an uninsured motor vehicle upon a highway or upon property open to use by the public, unless such motor vehicle is expressly exempted from the provisions of the Kansas Automobile Injury Reparations Act, K.S.A. 40-3101, et seq.

(d) (1) Any person operating a motor vehicle upon a highway or upon property open to use by the public shall display, upon demand, evidence of financial security to a law enforcement officer. Such evidence of financial security which meets the requirements of subsection (e) may be displayed on a cellular phone or any other type of portable electronic device. The law enforcement officer to whom such evidence of financial security is displayed shall view only such evidence of financial responsibility. Such law enforcement officer shall be prohibited from viewing any other content or information stored on such cellular phone or other type of portable electronic device. The law enforcement officer shall issue a citation to any person who fails to display evidence of financial security upon such demand. The law enforcement officer shall attach a copy of the insurance verification form prescribed by the secretary of revenue to the copy of the citation transmitted to the court.

(2) No citation shall be issued to any person for failure to provide proof of financial security when evidence of financial security meeting the standards of subsection (e) is displayed upon demand of a law enforcement officer. Whenever the authenticity of such evidence is questionable, the law enforcement officer may initiate the preparation of the insurance verification form prescribed by the secretary of revenue by recording information from the evidence of financial security displayed. The

officer shall immediately forward the form to the department of revenue, and the department of revenue shall proceed with verification in the manner prescribed in K.S.A. 40-3104(e), and amendments thereto. Upon return of a form indicating that insurance was not in force on the date indicated on the form, the department shall immediately forward a copy of the form to the law enforcement officer initiating preparation of the form.

(e) Unless the insurance company subsequently submits an insurance verification form indicating that insurance was not in force, no person charged with violating subsections (b), (c), or (d) shall be convicted if such person produces in court, within ten (10) days of the date of arrest or of issuance of the citation, evidence of financial security for the motor vehicle operated, which was valid at the time of arrest or of issuance of the citation. Such evidence of financial security may be produced by displaying such information on a cellular phone or any other type of portable electronic device. Any person to whom such evidence of financial security is displayed on a cellular phone or any other type of portable electronic device shall be prohibited from viewing any other content or information stored on such cellular phone or other type of portable electronic device. For the purpose of this subsection, evidence of financial security shall be provided by a policy of motor vehicle liability insurance, an identification card or certificate of insurance issued to the policyholder by the insurer that provides the name of the insurer, the policy number, make and year of the vehicle, and the effective and expiration dates of the policy, or a certificate of self-insurance signed by the commissioner of insurance. Upon the production in court of evidence of financial security, the court shall record the information displayed thereon on the insurance verification form prescribed by the secretary of revenue, immediately forward such form to the department of revenue, and stay any further proceedings on the matter pending a request from the prosecuting attorney that the matter be set for trial. Upon receipt of such form the department of revenue shall proceed with verification in the manner prescribed in K.S.A. 40-3104(e), and amendments thereto, by mailing the form to the named insurance company for verification that insurance was in force on the date indicated on the form. Pursuant to K.S.A. 40-3104(e), and amendments thereto, it shall be the duty of insurance companies to notify the department of revenue within thirty (30) calendar days of the receipt of such forms of any insurance that was not in force on the date specified. Upon return of any form to the department of revenue indicating that insurance was not in force on such date, the department of revenue shall, pursuant to K.S.A. 40-3104(e), and amendments thereto, immediately forward a copy of such form to the office of the prosecuting attorney or the city clerk of the municipality in which such prosecution is pending when the prosecuting attorney is not ascertainable. Receipt of any completed form indicating that insurance was not in effect on the date specified shall be prima facie evidence of failure to provide proof of financial security and violation of this section. A request that the matter be set for trial shall be made immediately following the receipt by the prosecuting attorney of a copy of the form from the department of revenue indicating that insurance was not in force. Any charge of violating subsection (b), (c) or (d) shall be dismissed if no request for a trial setting has been made within sixty (60) days of the date evidence of financial security was produced in court.

(f) Upon a first conviction of a violation of this section, the person convicted shall be sentenced to imprisonment of not more than six (6) months and fined at least $300, or sentenced to both such imprisonment and fine, but in no event shall the person be fined in excess of $1,000.

(g) Upon a second or subsequent conviction of a violation of this section, the person convicted shall be sentenced to imprisonment and fined as provided in subsection (g)(1), (g)(2), or (g)(3). If such conviction is not within three (3) years of any prior conviction, then in no event shall the person be sentenced to imprisonment of more than six (6) months or fined in excess of $1,000. If such conviction is within three (3) years of any prior conviction, then in no event shall the person be sentenced to imprisonment of more than one (1) year or fined in excess of $2,500.

(1) Upon a second conviction of a violation of any provision of this section, a person convicted must serve at least five (5) consecutive days' imprisonment before the person is granted probation, suspension of sentence, or parole or is otherwise released, and be fined at least $800. The person convicted shall neither be ordered to nor be permitted to serve the five (5) consecutive days by or as house arrest, work furlough, work release, or similar custody alternative program.

(2) Upon a third conviction of a violation of any provision of this section, a person convicted must serve at least twenty (20) consecutive days' imprisonment before the person is granted probation, suspension of sentence, or parole or is otherwise released, and be fined at least $800. The person convicted shall neither be ordered to nor be permitted to serve the twenty (20) consecutive days by or as house arrest, work furlough, work release, or similar custody alternative program.

(3) Upon a fourth or subsequent conviction of a violation of this section, a person convicted must serve at least sixty (60) consecutive days' imprisonment before the person is granted probation, suspension of sentence, or parole or is otherwise released, and be fined at least $800. The person convicted shall neither be ordered to nor be permitted to serve the sixty (60) consecutive days by or as house arrest, work furlough, work release, or similar custody alternative program.

(h) For the purposes of determining whether a conviction is a first, second, third, fourth, or subsequent conviction in any sentencing under this section, "conviction" includes a conviction of a violation of any ordinance of any city, or resolution of any county, or a law of any state which is in substantial conformity with subsection (b), (c), or (d). It is irrelevant whether an offense occurred before or after conviction for a previous offense.

(i) The provisions of this section shall not apply to motor carriers of property or passengers regulated by the corporation commission of the state of Kansas.

(j) The provisions of subsection (d) shall not apply to vehicle dealers, as defined in K.S.A. 8-2401, and amendments thereto, for vehicles being offered for sale by such dealers.

(w) Amendment. Section 201.1 of the Standard Traffic Ordinance, also referred to as 86-2(201.1) of the Code, is hereby amended to read as follows:

Section 201.1. Failure to Comply with a Traffic Citation.

(a) It shall be unlawful to fail to comply with a traffic citation. Failure to comply with a traffic citation means failure either to:

(1) Appear before the municipal court in response to a traffic citation and pay in full any fine and court costs imposed; or

(2) Otherwise comply with a traffic citation issued for an ordinance traffic infraction. Failure to comply with a traffic citation shall be unlawful regardless of the disposition of the charge for which such citation was originally issued.

(b) (1) In addition to penalties applicable under subsection (a), when a person fails to comply with a traffic citation, except for illegal parking, standing, or stopping, the municipal court in which the person should have complied with the citation shall mail notice to the person that if the person does not appear in court or pay all fines, court costs, and any penalties within thirty (30) days from the date of mailing notice, the Division will be notified to suspend the person's driving privileges. The municipal court may charge an additional fee of $5 for mailing such notice. Upon the person's failure to comply within such thirty (30) days of mailing notice, the municipal court shall electronically notify the Division. Upon receipt of a report of a failure to comply with a traffic citation under this subsection, pursuant to K.S.A. 8-255, and amendments thereto, the Division shall notify the violator and suspend the license of the violator until satisfactory evidence of compliance with the terms of the traffic citation has been furnished to the municipal court. When the municipal court determines the person has complied with the terms of the traffic citation, the court shall immediately electronically notify the Division of such compliance. Upon receipt of notification of such compliance from the municipal court, the Division shall terminate the suspension or suspension action.

(2) (A) In lieu of suspension under this subsection, the driver may submit to the Division a written request for restricted driving privileges pursuant to subsection (b) of K.S.A. 8-2110, and amendments thereto.

(B) Nothing in this section shall be construed to in any way limit, restrict, or prohibit a person, whose driver's license has expired during the period when such person's driver's license has been suspended for failure to pay fines for traffic citations, from submitting to the Division a written request for restricted driving privileges pursuant to subsection (b) of K.S.A. 8-2110, and amendments thereto.

(c) On and after July 1, 2018, except as provided in subsection (d), when the municipal court notifies the Division of a failure to comply with a traffic citation pursuant to subsection (b), the court shall assess a reinstatement fee of $100 or in any amount authorized by K.S.A. 8-2110, and amendments thereto, for each charge on which the person failed to make satisfaction regardless of the disposition of the charge for which such citation was originally issued and regardless of any application for restricted driving privileges. Such reinstatement fee shall be in addition to any fine, restricted driving privilege application fee, court costs, and other penalties. The municipal court shall remit all reinstatement fees to the state treasurer in accordance with the provisions of K.S.A. 75-4215, and amendments thereto.

(d) The municipal court shall waive the reinstatement fee provided for in subsection (c), if the failure to comply with a traffic citation was the result of such person enlisting in or being drafted into the armed services of the United States, being called into service as a member of a reserve component of the military service of the United States, or volunteering for such active duty, or being called into service as a member of the state of Kansas national guard, or volunteering for such active duty, and being absent from Kansas because of such military service.

(e) (1) A person who fails to comply with a traffic citation pursuant to subsection (a) and who is assessed a reinstatement fee pursuant to subsection (c) may petition the municipal court at any time to waive payment of the fee, any additional charge imposed pursuant to subsection (f), or any portion thereof. If it appears to the satisfaction of the municipal court that payment of the amount due will impose manifest hardship on the person or the person's immediate family, the court may waive payment of all or part of the amount due or modify the method of payment.

(2) A person who fails to comply with a traffic citation pursuant to subsection (a), who is assessed a reinstatement fee pursuant to subsection (c), and who is assessed a fine or court costs for a traffic citation may petition the municipal court at any time to waive payment of the fine or costs, or any portion thereof. If it appears to the satisfaction of the municipal court that payment of the amount due will impose manifest hardship on the person or the person's immediate family, the court may waive payment of all or part of the amount due or modify the method of payment.

(f) In the event that the Kansas Supreme Court establishes an additional charge pursuant to K.S.A. 8-2110(f), and amendments thereto, the municipal court shall assess such additional charge in addition to any reinstatement fee provided in subsection (c) and in the same manner as such reinstatement fee.

(g) This section shall expire at 11:59 p.m. on December 31, 2024.

(x) Amendment. Section 201.2 of the Standard Traffic Ordinance, also referred to as 86-2(201.2) of the Code, is hereby amended to read as follows:

Section 201.2. <u>Failure to Comply with a Traffic Citation.</u>

(a) It shall be unlawful to fail to comply with a traffic citation. Failure to comply with a traffic citation means failure either to:

(1) Appear before the municipal court in response to a traffic citation and pay any fine and court costs imposed as ordered by the court; or

(2) Otherwise comply with a traffic citation issued for an ordinance traffic infraction. Failure to comply with a traffic citation shall be unlawful regardless of the disposition of the charge for which such citation was originally issued.

(b) (1) (A) In addition to penalties of law applicable under subsection (a), when a person fails to comply with a traffic citation, except for any violations provided in subsection (b)(1)(C), the municipal court shall mail notice to the person that if the person does not appear in municipal court, pay fines, court costs, and any penalties as ordered by the court, request a waiver or reduction of fees, fines, and court costs pursuant to subsection (g)(1)(A), request an alternative requirement pursuant to subsection(g)(1)(B), or request both such waiver/reduction and alternative requirement within thirty (30) days from the date of mailing notice, then the Division will be notified to suspend the person's driving privileges unless such person is eligible for restricted driving privileges pursuant to subsection (b)(1)(B) of K.S.A. 8-2110, and amendments thereto. Any such notice shall contain a notice that, within thirty (30) days from the date of mailing notice, the person may submit a request to the municipal court for a waiver or reduction of fees, fines, and court costs pursuant to subsection (g)(1)(A), request an alternative requirement pursuant to subsection(g)(1)(B), or request both such waiver/reduction and alternative requirement. If the person is eligible for restricted driving privileges, then the Division will, pursuant to state law, restrict such person's driving privileges pursuant to the terms set forth in subsection (b)(1)(B) of K.S.A. 8-2110, and amendments thereto. The municipal court shall charge an additional fee of $5.00 for mailing such notice. Upon the person's failure to appear in municipal court or pay fines, court costs, and any penalties as ordered by the court within such thirty (30) days of mailing notice, the municipal court shall electronically notify the Division unless the municipal court has issued a written order granting the person's request for waiver or reduction of fees, fines, and court costs pursuant to subsection (g)(1)(A), granting the person's request for an alternative requirement pursuant to subsection(g)(1)(B), or request both such waiver/reduction and alternative requirement. Failure to abide by the terms of the order shall result in the municipal court notifying the Division that the person's license shall be suspended for the failure to comply with a traffic citation. Upon receipt of a report of a failure to comply with a traffic citation under this subsection, pursuant to K.S.A. 8-255, and amendments thereto, the Division will notify the violator and suspend the license of the violator until satisfactory evidence of substantial compliance with the terms of the traffic citation has been furnished to the municipal court unless such person is eligible for restricted driving privileges pursuant to subsection (b)(1)(B) of K.S.A. 8-2110, and amendments thereto. If the person is eligible for restricted driving privileges, the Division will notify the violator that the person's driving privileges are restricted pursuant to subsection (b)(1)(B) of K.S.A. 8-2110, and amendments thereto. When the municipal court determines that the person is in substantial compliance with the terms of the traffic citation, the court shall immediately electronically notify the Division of such compliance. Upon receipt of notification of such compliance from the municipal court, the Division will terminate the restriction, suspension or suspension action.

(B) (i) When restricted driving privileges are approved pursuant to subsection (b)(1)(B) of K.S.A. 8-2110, and amendments thereto, the person's driving privileges will, pursuant to state law, be restricted by the Division to driving only under the following circumstances:

(a) In going to or returning from the person's place of employment or schooling;

(b) in the course of the person's employment;

(c) in going to or returning from an appointment with a healthcare provider or during a medical emergency;

(d) in going to and returning from probation or parole meetings, drug or alcohol counseling or any place the person is required to go by a court;

(e) in going to or returning from dropping off or picking up one or more children from school or child care;

(f) in going to or returning from purchasing groceries or fuel for their vehicle; and

(g) in going to or returning from any religious worship service held by a religious organization.

(ii) The Division will determine the qualifications, duration, and any other terms and conditions of any restricted driving privileges pursuant to subsection (b)(1)(B) of K.S.A. 8-2110, and amendments thereto.

(iii) The Division will, pursuant to subsection (b)(1)(B)(iii) of K.S.A. 8-2110, and amendments thereto, rescind restricted driving privileges for any person authorized pursuant to this sub(b)(1)(B) of K.S.A. 8-2110, and amendments thereto,

(iv) A person operating a motor vehicle in violation of restrictions provided in subsection (b)(1)(B)(i) of K.S.A. 8-2110, and amendments thereto, shall be guilty of operating a vehicle in violation of restrictions as provided in Section 86-2(195).

(C) (i) Violations of the following sections shall not provide the basis for a violation of this section: Sections 86-2(18), 86-2(63), 86-2(65), 86-2(67), 86-2(68), 86-2(69), 86-2(74), 86-2(83), 86-2(85), 86-2(86), 86-2(107), 86-2(124), 86-2(115), 86-2(182.2), 86-2(112), 86-2(114), 86-2(127), 86-2(129), 86-2(130), 86-2(131), 86-2(132), 86-2(133), 86-2(112.1), 86-2(114.4), and 86-2(135.1).

(ii) The provisions of this subparagraph shall be construed and applied retroactively. A person may petition the municipal court in which the person should have complied with the citation that led to a prior violation of this section. If the court determines that the person committed an offense that does not provide the basis for a violation of this section, as amended by this act, the court shall immediately electronically notify the division of vehicles. Upon receipt of such notification from the informing court, the division of vehicles shall terminate any restriction, suspension or suspension action that resulted from the prior violation of this section.

(2) (A) In lieu of suspension under subsection (b)(1) of K.S.A. 8-2110, and amendments thereto, the driver may submit to the Division a written request for restricted driving privileges. The driver may apply and be eligible for restricted driving privileges pursuant to subsection (b)(2) of K.S.A. 8-2110 if such driver has previously been approved for restricted driving privileges pursuant to subsection (b)(1) of K.S.A. 8-2110, and amendments thereto.

(B) (i) A person whose driving privileges have been revoked by the Division solely for driving a motor vehicle on any highway as defined in K.S.A. 8-1424, and amendments thereto, of this state at a time when such person's privilege to do so was canceled, suspended, or revoked for failure to comply with a traffic citation pursuant to this section may submit to the Division a written request for restricted driving privileges pursuant to subsection (b)(2)(B)(i) of K.S.A. 8-2110, and amendments thereto. The eligibility for any such restricted driving privileges will be determined by the Division pursuant to subsection (b)(2)(B)(i) of K.S.A. 8-2110, and amendments thereto.

(ii) The Division will, pursuant to subsection (b)(2)(B)(ii) of K.S.A. 8-2110, and amendments thereto, rescind restricted driving privileges for any person authorized pursuant to subsection (b)(2)(B)(i) of K.S.A. 8-2110, and amendments thereto, if the person is found

guilty of a violation resulting in a license suspension, revocation, or cancellation for reasons other than failure to comply with a traffic citation.

(iii) A person operating a motor vehicle in violation of restrictions provided in subsection (b)(2)(D) of K.S.A. 8-2110, and amendments thereto, shall be guilty of operating a vehicle in violation of restrictions as provided in Section 86-2(195).

(C) A person whose driver's license has expired during the period when such person's driver's license has been suspended for failure to pay fines for traffic citations, the driver may submit to the Division a written request for restricted driving privileges pursuant to subsection (b)(2)(C) of K.S.A. 8-2110, and amendments thereto. The qualifications for any such restricted driving privileges will be determined by the Division pursuant to subsection (b)(2)(C) of K.S.A. 8-2110, and amendments thereto.

(D) Upon review and approval of the driver's eligibility, the driving privileges will be restricted by the Division or until the terms of the traffic citation have been substantially complied with and the municipal court shall immediately electronically notify the Division of such compliance. If the driver fails to substantially comply with the traffic citation, the driving privileges will be suspended by the Division pursuant to subsection (b)(2)(D) of K.S.A. 8-2110, and amendments thereto, until the municipal court determines the person has substantially complied with the terms of the traffic citation and the court shall immediately electronically notify the Division of such substantial compliance. Upon receipt of notification of such compliance from the municipal court, the Division of vehicles will terminate the suspension action pursuant to subsection (b)(2)(D) of K.S.A. 8-2110, and amendments thereto. When restricted driving privileges are approved pursuant to subsection (b)(2)(D) of K.S.A. 8-2110, and amendments thereto, the person's driving privileges will be restricted by the Division to driving only under the following circumstances:

(i) In going to or returning from the person's place of employment or schooling;

(ii) in the course of the person's employment;

(iii) in going to or returning from an appointment with a health care provider or during a medical emergency;

(iv) in going to and returning from probation or parole meetings, drug or alcohol counseling or any place the person is required to go by a court;

(v) in going to or returning from dropping off or picking up one or more children from school or child care;

(vi) in going to or returning from purchasing groceries or fuel of their vehicle; and

(vii) in going to or returning from any religious worship service held by a religious organization.

(c) Except as provided in subsection (d), when the municipal court notifies the Division of a failure to comply with a traffic citation pursuant to subsection (b), the court shall assess a reinstatement fee of $100. Such reinstatement fee shall be in addition to any fine, restricted driving privilege application fee, court costs, and other penalties. The municipal court shall remit all reinstatement fees to the state treasurer in accordance with the provisions of K.S.A. 75–4215, and amendments thereto. Upon receipt of each such remittance, the state treasurer shall deposit the entire amount in the state treasury and shall credit the first $15 of such reinstatement fee to the judicial branch nonjudicial salary adjustment fund and of the remaining amount, 29.41% of such moneys to the division of vehicles operating fund, 22.06% to the community alcoholism and intoxication programs fund created by K.S.A. 41–1126, and amendments thereto, 7.36% to the juvenile alternatives to detention fund created by K.S.A. 79–4803, and amendments

thereto, and 41.17% to the judicial branch nonjudicial salary adjustment fund created by K.S.A. 2018 Supp. 20–1a15, and amendments thereto.

(d) The municipal court shall waive the reinstatement fee provided for in subsection (c), if the failure to comply with a traffic citation was the result of such person enlisting in or being drafted into the armed services of the United States, being called into service as a member of a reserve component of the military service of the United States, or volunteering for such active duty, or being called into service as a member of the State of Kansas national guard, or volunteering for such active duty, and being absent from Kansas because of such military service.

(e) (1) A person who fails to comply with a traffic citation pursuant to subsection (a) and who is assessed a reinstatement fee pursuant to subsection (c) may petition the municipal court at any time to waive payment of the fee, any additional charge imposed pursuant to subsection (f), or any portion thereof. If it appears to the satisfaction of the municipal court that payment of the amount due will impose manifest hardship on the person or the person's immediate family, the court may waive payment of all or part of the amount due or modify the method of payment.

(2) A person who fails to comply with a traffic citation pursuant to subsection (a), who is assessed a reinstatement fee pursuant to subsection (c), and who is assessed a fine or court costs for a traffic citation may petition the municipal court at any time to waive payment of the fine or costs, or any portion thereof. If it appears to the satisfaction of the municipal court that payment of the amount due will impose manifest hardship on the person or the person's immediate family, the court may waive payment of all or part of the amount due or modify the method of payment.

(3) The clerk of the municipal court shall make forms available to any person seeking to petition the court to waive or reduce traffic fines, court costs, or reinstatement fees.

(f) Except as provided further, the reinstatement fee established in this section shall be the only fee collected or moneys in the nature of a fee collected for such reinstatement. Such fee shall only be established by an act of the legislature and no other authority is established by law or otherwise to collect a fee. In the event that on and after July 1, 2019 through June 30, 2025 the Kansas Supreme Court establishes an additional charge pursuant to subsection (f) of K.S.A. 8-2110, and amendments thereto, the municipal court shall assess such additional charge in addition to any reinstatement fee provided in subsection (c) and in the same manner as such reinstatement fee.

(g) (1) Prior to issuing an order pursuant to this section that notifies the D to restrict or suspend a person’s driving privileges, the municipal court shall consider any request made by the person for one or both of the following options:

(A) Waiver or reduction of fees, fines and court costs and allowing for payment plans for any fees, fines and court costs; and

(B) alternative requirements in lieu of restriction or suspension of driving privileges, including, but not limited to, alcohol or drug treatment or community service.

(2) Nothing in this subsection shall be construed to require the court to make written findings or written payment plan orders.

(h) (1) Any conviction for a failure to comply pursuant to this section shall not be considered by the municipal court or the Division in determining suspended or restricted driving privileges if such conviction is more than five (5) years old.

(2) After the expiration of five (5) years from the date of conviction and pursuant to subsection (h)(2) of K.S.A. 8-2110, and amendments thereto, the Division will notify by mail any persons whose driving privileges were suspended or restricted and have not since been restored. The Division 2ill notify

the person that the person may be eligible for driving privileges as a result of the expiration of the five (5) years from the conviction for the failure to comply.

(3) The provisions of this subsection shall be construed and applied retroactively.

(A) As used in this section, “substantial compliance” or “substantially complied” means the person has followed the orders of the municipal court involving payments of fines, court costs, and any penalties and has not failed substantially in making payments or satisfying the terms of the court order.

SECTION 2. Repeal. Section 86-2 of the Code of Ordinances of the City of Garden City, Kansas, as previously existing, including any parts or portions of any ordinance enacting said code section, shall be and the same are hereby repealed, to be replaced as specified herein, upon the effective date of this Ordinance.

SECTION 3. Severability. If any section, clause, sentence, or phrase of this Ordinance is found to be unconstitutional or is otherwise held invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining parts of this Ordinance.

SECTION 4. Headings. 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 5. Effective Date; Publication. This Ordinance shall be in full force and effect from and after its publication, or a publication of a summary thereof, in the Garden City Telegram, the official city newspaper.

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this 3rd day of September, 2024.

_____
MANUEL F. ORTIZ, Mayor

ATTEST:

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

APPROVED AS TO CONTENT AND FORM:

_____
JENNIFER V. CUNNINGHAM, City Attorney

GARDEN CITY
— KANSAS —

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: James R. Dummermuth, Assistant City Attorney
DATE: August 28, 2024
RE: Uniform Public Offense Code for 2024

ISSUE:

The Governing Body is asked to consider and approve the Uniform Public Offense Code for 2024.

1. Ordinance No. _____-2024, an ordinance regulating public offenses within the corporate limits of the City of Garden City, Kansas; incorporating by reference the Uniform Public Offense Code for Kansas Cities, 40th Edition, with certain omissions, deletions, modifications, additions, and amendments; prescribing additional regulations; providing certain penalties; amending current Code Section 62-2; repealing current Code Section 62-2 and any parts or portions of any ordinance enacting the same; all to the Code of Ordinances of the City of Garden City, Kansas.

BACKGROUND:

On an annual basis since 1980, the League of Kansas Municipalities ("League") publishes a model code book containing a comprehensive offense code for municipalities known as the Uniform Public Offense Code and commonly referred to as the "UPOC". There were only two (2) changes to the UPOC for this year, all of which mirror recent changes made to state traffic law by the Kansas Legislature.

First, one of the means for violating the offense of "Disorderly Conduct" was removed because it was found by the Kansas Supreme Court to be unconstitutionally overbroad, which was the means for "loud and noisy conduct". The other means for this offense remain in place, i.e. brawling/fighting, disturbing an assembly/meeting/procession, and fighting words. This item has already been addressed by the City Attorney's Office and the Garden City Police Department shortly after the opinion was handed down by the Kansas Supreme Court and the Garden City Police Department has not been enforcing the "loud and noisy conduct" means of the "Disorderly Conduct" offense.

Second, a new medical assistance immunity from prosecution has been put into place by the Kansas Legislature for the offenses of "Possession of Marijuana", "Possession of Drug Paraphernalia", and "Unlawful Possession of Controlled Substances". This immunity applies to people who seek medical assistance while under the influence of a controlled substance or who provide assistance of someone else who is under the influence of a controlled substance and need medical assistance.

There is an option for the municipal court to find that this immunity does not apply if there is sufficient evidence that there is an intent to distribute.

Although the UPOC generally mirrors the state criminal misdemeanor laws under Kansas Statutes, municipalities are given wide latitude to edit the UPOC to fit local needs. This editing is permitted as long as it does not conflict with state law. It has been the longstanding practice of the City to amend the UPOC to address local concerns and to manage the size of the City Code. The proposed ordinance contains the City's edits to the UPOC. Most of these edits have been in place for many years. The new edits to the STO are stylistic only, except for the medical assistance immunity that has been added to the existing edits for the offense of "Unlawful Possession of Controlled Substances".

Prior to the UPOC including a "Possession of Marijuana" offense, the City has had its own Possession of Marijuana offense that has been in City Code since 2006. Therefore, the City does not use the UPOC's version of Possession of Marijuana that includes the new medical assistance immunity described above. This legislative change will be later incorporated into the City Code and presented at a future meeting.

ALTERNATIVES:

1. The Governing Body may approve the proposed ordinance.
2. The Governing Body may deny the proposed ordinance.

RECOMMENDATION:

The City Attorney's Office recommends approval of the proposed ordinance.

FISCAL NOTE:

No fiscal impact is anticipated because there are only two changes for this year and one of those changes has already been addressed by the City Attorney's Office and the Garden City Police Department and is in effect and the other change is a very limited immunity that is not expected to occur on a large scale.

ATTACHMENTS:

2024 Uniform Public Office Code Ordinance

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

ORDINANCE NO. _____-2024

AN ORDINANCE REGULATING PUBLIC OFFENSES WITHIN THE CORPORATE LIMITS OF THE CITY OF GARDEN CITY, KANSAS; INCORPORATING BY REFERENCE THE UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES, 40TH EDITION, WITH CERTAIN OMISSIONS, DELETIONS, MODIFICATIONS, ADDITIONS, AND AMENDMENTS; PRESCRIBING ADDITIONAL REGULATIONS; PROVIDING CERTAIN PENALTIES; AMENDING CURRENT CODE SECTION 62-2; REPEALING CURRENT CODE SECTION 62-2 AND ANY PARTS OR PORTIONS OF ANY ORDINANCE ENACTING THE SAME; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

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

SECTION 1. Amendment. That Section 62-2 of the Code of Ordinances of the City of Garden City, Kansas, is hereby amended to read as follows:

Section 62-2. Uniform Public Offense Code.

(a) Incorporating Uniform Public Offense Code. There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Garden City, Kansas, that certain code known as the *Uniform Public Offense Code for Kansas Cities*, 40th Edition, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, hereinafter referred to as the "Uniform Public Offense Code", save and except such articles, sections, parts, or portions as are hereafter omitted, deleted, modified, added, or amended. One official copy of said *Uniform Public Offense Code* shall be marked or stamped "Official Copy as Adopted by Ordinance No. _____-2024 with all sections or portions thereof intended to be omitted, deleted, modified, added or amended clearly marked to show any such omission, deletion, modification, addition, or amendment and to which shall be attached a copy of this ordinance and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The police department, municipal judge, city attorney, city prosecutor, and all administrative departments of the city charged with enforcement of the ordinance shall be supplied, at the cost of the City, such number of official copies of such Uniform Public Offense Code, similarly marked, as may be deemed expedient. All references to the Uniform Public Offense Code as adopted and incorporated into this Code shall be in a form designating Section 62-2 followed in parenthesis by the section number of the Uniform Public Offense Code, as incorporated, e.g. Section 10.5 of the Uniform Public Offense Code as adopted and incorporated shall be referenced as Section 62-2(10.5).

(b) Omissions. The following sections contained in Articles 3 through 11 of the Uniform Public Offense Code are hereby omitted and deleted:

Section 3.7	Mistreatment of a Confined Person
Section 3.10	Hazing
Section 3.11	Unlawful Administration of a Substance
Section 3.12	Breach of Privacy
Section 3.13	Stalking
Section 5.1.2	Unlawful Possession of a Visual Depiction of a Child
Section 5.1.3	Unlawful Transmission of a Visual Depiction of a Child
Section 5.5	Watercraft; Lifesaving Devices Required
Section 6.8	Criminal Littering
Section 6.11	Unlawful Manufacture or Disposal of False Tokens
Section 6.12	Serial Numbers
Section 6.14	Unlawful Deposits in Sewers
Section 6.15	Damaging Sewers
Section 6.16	Giving a Worthless Check
Section 6.17	Criminal Use of a Financial Card
Section 6.18	Motor Vehicle Dealers; Selling Motor Vehicles Without a License
Section 6.19	Equity Skimming

Section 6.20	Unlawful Acts Concerning Computers
Section 6.21	Taking Wildlife Without Permission on Land Posted “By Written Permission Only”
Section 6.22	Criminal Hunting
Section 6.23	Unlawful Use of a Recording Device
Section 6.23.1	Unlawful Use of Recordings
Section 6.2	Commercial Fossil Hunting
Section 6.25	Counterfeiting
Section 6.26	Automobile Master Key Violation
Section 7.1	Unlawfully Tampering with Electronic Monitoring Equipment
Section 7.3	Escape from Custody
Section 7.5	Distribution of Unattributed Applications for Advance Voting Ballots
Section 7.6	Performance of Unauthorized Official Act
Section 7.7	Simulating Legal Process
Section 7.8	Tampering with Public Record
Section 7.9	Tampering with Public Notice
Section 7.10	False Signing of Petition
Section 7.11	False Impersonation
Section 7.14	Electioneering
Section 7A.1	Official Misconduct
Section 7A.2	Compensation for Past Official Acts
Section 7A.3	Presenting a False Claim; Permitting a False Claim
Section 7A.4	Misuse of Public Funds
Section 8.1	Denial of Civil Rights
Section 8.2	Unlawful Disclosure of Tax Information
Section 8.3	Unjustifiably Exposing a Convicted or Charged Person
Section 9.3	Violation of Executive Order under K.S.A. 48-925 Mandating a Curfew or Prohibiting Public Entry
Section 9.9	Unlawful Abuse of Toxic Vapors
Section 9.9.1	Unlawful Possession of Marijuana and Tetrahydrocannabinols
Section 9.9.2	Possession of Drug Paraphernalia and Certain Drug Precursors
Section 9.13	Unlawful Posting of Political Pictures and Political Advertisements
Section 10.4	Failure to Register Explosives
Section 10.9	Carrying Concealed Explosives
Section 10.12	Unlawful Failure to Report a Wound
Section 10.14	Operation of a Motorboat or Sailboat
Section 10.15	Operating a Vessel Under the Influence of Alcohol or Drugs; Penalties
Section 10.19	Sale of Medicines and Drugs Through Vending Machines
Section 10.20	Unlawfully Obtaining a Prescription-Only Drug
Section 10.21	Selling Beverage Containers with Detachable Tabs
Section 10.23	Trafficking in Counterfeit Drugs
Section 11.1	Promoting Obscenity
Section 11.2	Promoting Obscenity to Minors
Section 11.3	Commercialization of Wildlife
Section 11.9.1	Illegal Bingo Operation
Section 11.10	Possession of a Gambling Device
Section 11.16	False Membership Claim

(c) Amendment. Section 1.1 of the Uniform Public Offense Code, also referred to as 62-2(1.1) of the Code is hereby amended to read as follows:

Section 1.1 Definitions.

(a) As used in the Uniform Public Offense Code, as incorporated, and as used in other public offense ordinances of the City, the words and phrases defined in Section 1.1 of Article 1 of the Uniform Public Offense Code shall have the meanings respectively ascribed to them therein and any such definitions are

hereby incorporated by reference as if fully set forth herein, except as expressly provided in subsection (b) or except when the context otherwise requires.

(b) Notwithstanding the definitions of Section 1.1 of Article 1 of the Uniform Public Offense Code as incorporated by subsection (a), the following words and phrases shall have the meanings ascribed to them as set forth below:

(1) **Controlled Substance.** Any drug, substance or immediate precursor included in any of the schedules designated in K.S.A. 65-4105, 65-4107, 65-4109, 65-4111 and 65-4113, and amendments thereto.

(2) **Controlled Substance Analog.**

(A) A substance that is intended for human consumption, and at least one of the following:

(1) The chemical structure of the substance is substantially similar to the chemical structure of a controlled substance listed in or added to the schedules designated in K.S.A. 65-4105 or 65-4107, and amendments thereto;

(2) the substance has a stimulant, depressant or hallucinogenic effect on the central nervous system substantially similar to the stimulant, depressant or hallucinogenic effect on the central nervous system of a controlled substance included in the schedules designated in K.S.A. 65-4105 or 65-4107, and amendments thereto; or

(3) with respect to a particular individual, such individual represents or intends the substance to have a stimulant, depressant or hallucinogenic effect on the central nervous system substantially similar to the stimulant, depressant or hallucinogenic effect on the central nervous system of a controlled substance included in the schedules designated in K.S.A. 65-4105 or 65-4107, and amendments thereto.

(B) “Controlled substance analog” does not include:

(1) A controlled substance;

(2) a substance for which there is an approved new drug application; or

(3) a substance with respect to which an exemption is in effect for investigational use by a particular person under Section 505 of the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. § 355, to the extent conduct with respect to the substance is permitted by the exemption.

(3) **Distribute.** The actual or constructive transfer from one person to another of some item whether or not there is an agency relationship. Distribute includes, but is not limited to, sale, offer for sale, furnishing, buying for, delivering, giving, or any act that causes or is intended to cause some item to be transferred from one person to another. Distribute does not include acts of administering, dispensing or prescribing a controlled substance as authorized by the Kansas Pharmacy Act, the Uniform Controlled Substances Act, or otherwise authorized by law or ordinance.

(4) **Smoking; Definitions.**

(A) Access Point means the area within a fifty-foot (50’) radius outside of any doorway, open window or air intake leading into a building or facility that is not exempted pursuant to subsection (d) of Section 10.24.

(B) Bar means any indoor area that is operated and licensed for the sale and service of alcoholic beverages, including alcoholic liquor as defined in K.S.A. 41-102, and

amendments thereto, or cereal malt beverages as defined in K.S.A. 41-2701, and amendments thereto, for on premises consumption.

(C) Employee means any person who is employed by an employer in consideration for direct or indirect monetary wages or profit, and any person who volunteers their services for a nonprofit entity.

(D) Employer means any person, partnership, corporation, association or organization, including municipal or nonprofit entities, which employs one or more individual persons.

(E) Enclosed Area means all space between a floor and ceiling which is enclosed on all sides by solid walls, windows or doorways which extend from the floor to the ceiling, including all space therein screened by partitions which do not extend to the ceiling or are not solid or similar structures. For purposes of this section, the following shall not be considered an enclosed area:

(1) Rooms or areas, enclosed by walls, windows or doorways, having neither a ceiling nor a roof and which are completely open to the elements and weather at all times; and

(2) Rooms or areas, enclosed by walls, fences, windows or doorways and a roof or ceiling, having openings that are permanently open to the elements and weather, and which comprise an area that is at least 30% of the total perimeter wall area of such room or area.

(F) Food Service Establishment means any place in which food is served or is prepared for sale or service on the premises. Such term shall include, but not be limited to, fixed or mobile restaurants, coffee shops, cafeterias, short-order cafes, luncheonettes, grills, tea rooms, sandwich shops, soda fountains, taverns, private clubs, roadside kitchens, commissaries and any other private, public or nonprofit organization or institution routinely serving food and any other eating or drinking establishment or operation where food is served or provided for the public with or without charge.

(G) Gaming Floor means the area of a lottery gaming facility or racetrack gaming facility, as those terms are defined in K.S.A. 74-8702, and amendments thereto, where patrons engage in Class III gaming. The gaming floor shall not include any areas used for accounting, maintenance, surveillance, security, administrative offices, storage, cash or cash counting, records, food service, lodging or entertainment, except that the gaming floor may include a bar where alcoholic beverages are served so long as the bar is located entirely within the area where Class III gaming is conducted.

(H) Hookah means a water pipe and any associated products and devices which are used to produce fumes, smoke, and/or vapor which passes through a liquid, including but not limited to water, prior to being inhaled by a person.

(I) Medical Care Facility means a physician’s office, general hospital, special hospital, ambulatory surgery center or recuperation center, as defined by K.S.A. 65-425, and amendments thereto.

(J) Outdoor Recreational Facility means a hunting, fishing, shooting or golf club, business or enterprise operated primarily for the benefit of its owners, members and their guests and not normally open to the general public.

(K) Place of Employment means any enclosed area under the control of a public or private employer, including, but not limited to, work areas, auditoriums, elevators, private offices, employee lounges and restrooms, conference and meeting rooms, classrooms, employee cafeterias, stairwells and hallways, that is used by employees during the course of

employment. For purposes of this section, a private residence shall not be considered a place of employment unless such residence is used as a day care home, as defined in K.S.A. 65-530, and amendments thereto.

(L) Private Club means an outdoor recreational facility operated primarily for the use of its owners, members and their guests that in its ordinary course of business is not open to the general public for which use of its facilities has substantial dues or membership fee requirements for its members.

(M) Public Building means any building owned or operated by:

(1) The state, including any branch, department, agency, bureau, commission, authority or other instrumentality thereof;

(2) Any county, city, township, other political subdivision, including any commission, authority, agency or instrumentality thereof; or

(3) Any other separate corporate instrumentality or unit of the state or any municipality.

(N) Public Meeting means any meeting open to the public pursuant to K.S.A. 75-4317 et seq., and amendments thereto, or any other law of this state.

(O) Public Place means any enclosed areas open to the public or used by the general public including, but not limited to: banks, bars, food service establishments, retail service establishments, retail stores, public means of mass transportation, passenger elevators, health care institutions or any other place where health care services are provided to the public, medical care facilities, educational facilities, libraries, courtrooms, public buildings, restrooms, grocery stores, school buses, museums, theaters, auditoriums, arenas and recreational facilities. For purposes of this section, a private residence shall not be considered a public place unless such residence is used as a day care home, as defined in K.S.A. 65-530, and amendments thereto.

(P) Smoking or smoke means the use of a vaping product or the possession of a lighted cigarette, cigar, pipe or hookah, partially or wholly consisting of or containing burning vegetation or other substance, or possession of any other device or equipment containing heated or burning vegetation or other substance, that is used for the introduction of smoke into the human body. For the purposes of this definition, the term vegetation or other substance includes, but is not limited to, plants, herbs, tobacco or any other organic or synthetic material.

(Q) Substantial Dues or Membership Fee Requirements means initiation costs, dues or fees proportional to the cost of membership in similarly situated outdoor recreational facilities that are not considered nominal and implemented to otherwise avoid or evade restrictions of a statewide ban on smoking.

(R) Tobacco Shop means any indoor area operated primarily for the retail sale of tobacco, tobacco products or smoking devices or accessories, and which derives not less than 65% of its gross receipts from the sale of tobacco.

(S) Vaping Product means any non-combustion product that employs a heating element, power source, electronic circuit, or other electronic, chemical or mechanical means, regardless of shape or size, which can be used to produce any vapor or any aerosol for human consumption from a solution or other form that may or may not contain nicotine. Vaping product includes, but is not limited to, any electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, electronic hookah, personal vaporizer, e-pen, vapor pen or similar product or device and any vapor cartridge, container of nicotine or any other solution or substance that is intended to be used to produce any vapor or any aerosol for

human consumption. Vaping product does not include any medical inhaler or other device that has been specifically approved for medical use by the United States Food and Drug Administration, if any such medical inhaler or other device is being used or possessed for that medical use.

(5) **Tobacco Products.** Cigars, cheroots, stogies, periques; granulated, plug cut, crimp cut, ready rubbed and other smoking tobacco; snuff, snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobaccos; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco, and other kinds and forms of tobacco, prepared in such manner as to be suitable for chewing or smoking in a pipe or otherwise, or both for chewing and smoking. Tobacco products do not include cigarettes or vaping products.

(d) Amendment. Section 3.1 of the Uniform Public Offense Code, also referred to as 62-2(3.1) of the Code is hereby amended to read as follows:

Section 3.1. Battery.

(a) Battery is:

(1) Knowingly or recklessly causing bodily harm to another person; or

(2) Knowingly causing physical contact with another person when done in a rude, insulting, or angry manner.

(b) If a person is convicted of a violation of battery a second time, such person shall be guilty of a Class B violation and sentenced to not less than ninety (90) days' nor more than one hundred eighty (180) days' imprisonment and fined not less than $400 nor more than $1,000. The person convicted must serve at least ten (10) consecutive days' imprisonment before the person is granted probation, suspension of sentence, or parole or is otherwise released. The person convicted shall neither be ordered to nor be permitted to serve the ten (10) consecutive days by or as house arrest, work furlough, work release, or similar custody alternative program.

(c) If a person is convicted of a violation of battery a third time, such person shall be guilty of a Class B violation and sentenced to not less than ninety (90) days' nor more than one hundred eighty (180) days' imprisonment and fined not less than $500 nor more than $1,000. The person convicted must serve at least fifteen (15) consecutive days' imprisonment before the person is granted probation, suspension of sentence, or parole or is otherwise released. The person convicted shall neither be ordered to nor be permitted to serve the fifteen (15) consecutive days by or as house arrest, work furlough, work release, or similar custody alternative program.

(d) If a person is convicted of a violation of battery a fourth time, such person shall be guilty of a Class B violation and sentenced to not less than ninety (90) days' nor more than one hundred eighty (180) days' imprisonment and fined not less than $600 nor more than $1,000. The person convicted must serve at least twenty (20) consecutive days' imprisonment before the person is granted probation, suspension of sentence, or parole or is otherwise released. The person convicted shall neither be ordered to nor be permitted to serve the twenty (20) consecutive days by or as house arrest, work furlough, work release, or similar custody alternative program.

(e) If a person is convicted of a violation of battery a fifth or subsequent time, such person shall be guilty of a Class B violation and sentenced to not less than ninety (90) days' nor more than one hundred eighty (180) days' imprisonment and fined not less than $750 nor more than $1,000. The person convicted must serve at least thirty (30) consecutive days' imprisonment before the person is granted probation, suspension of sentence, or parole or is otherwise released. The person convicted shall neither be ordered to nor be permitted to serve the thirty (30) consecutive days by or as house arrest, work furlough, work release, or similar custody alternative program.

(f) For the purpose of determining whether a conviction is a second, third, fourth, fifth, or subsequent conviction in sentencing under this section, conviction includes being convicted of a violation of this section, Section 3.1.1 Domestic Battery, or Section 3.2 Battery Against a Law Enforcement Officer, or of a violation of any ordinance of any city, resolution of any county, or a law of any state that prohibits the acts prohibited by this section, of Section 3.1.1 Domestic Battery, or of Section 3.2 Battery Against a Law Enforcement Officer. Conviction includes entering into a diversion or deferred judgment agreement in lieu of further criminal proceedings on a complaint alleging a violation of any such section, ordinance, resolution, or law. It is irrelevant whether an offense occurred before or after conviction for a previous offense.

(e) Amendment. Section 3.1.1 of the Uniform Public Offense Code, also referred to as 62-2(3.1.1) of the Code is hereby amended to read as follows:

Section 3.1.1. Domestic Battery.

(a) Domestic Battery is:

(1) Knowingly or recklessly causing bodily harm to a person with whom the offender is involved or has been involved in a dating relationship or a family or household member; or

(2) Knowingly causing physical contact with a person with whom the offender is involved or has been involved in a dating relationship or a family or household member, when done in a rude, insulting, or angry manner.

(b) (1) Upon a first conviction of a violation of domestic battery or upon a second conviction not occurring within five (5) years immediately preceding commission of the crime, a person shall be guilty of a Class B violation and sentenced to not less than forty-eight (48) consecutive hours' nor more than six (6) months' imprisonment and fined $500. The person convicted must serve at least forty-eight (48) consecutive hours' imprisonment before the person is granted probation, suspension of sentence, or parole or is otherwise released. The person convicted shall neither be ordered to nor be permitted to serve the forty-eight (48) consecutive hours by or as house arrest, work furlough, work release, or similar custody alternative program. As a condition of any grant of probation, suspension of sentence or parole or of any other release, the person shall be required to complete a Kansas Domestic Violence Offender Assessment and shall complete or otherwise comply with any recommendations thereof.

(2) If a person is convicted of a violation of domestic battery a second time within five (5) years immediately preceding commission of the crime, such person shall be guilty of a Class A violation and sentenced to not less than ninety (90) days' nor more than one (1) year imprisonment and fined $750. The person convicted must serve at least ten (10) consecutive days' imprisonment before the person is granted probation, suspension of sentence, or parole or is otherwise released. The person convicted shall neither be ordered to nor be permitted to serve the ten (10) consecutive days by or as house arrest, work furlough, work release, or similar custody alternative program. Notwithstanding the foregoing, the ten (10) consecutive days' imprisonment mandated by this subsection may be served in a work release program only after such person has served forty-eight (48) consecutive hours' imprisonment, provided such work release program requires such person to return to confinement at the end of each day in the work release program. As a condition of any grant of probation, suspension of sentence or parole or of any other release, the person shall be required to complete a Kansas Domestic Violence Offender Assessment and shall complete or otherwise comply with any recommendations thereof.

(c) In determining the sentence to be imposed within the limits provided under this section, a court shall consider information presented to the court relating to any current or prior protective order issued against such person.

(d) As used in this section:

(1) **Dating relationship** means a social relationship of a romantic nature. In addition to any other factors the court deems relevant, the trier of fact may consider the following when making a determination of whether a relationship exists or existed: Nature of the relationship, length of time the relationship existed, frequency of interaction between the parties and time since the termination of the relationship, if applicable;

(2) **Family or household member** means persons eighteen (18) years of age or older who are spouses, former spouses, parents or stepparents and children or stepchildren, and persons who are presently residing together or who have resided together in the past, and persons who have a child in common regardless of whether they have been married or who have lived together at any time. **Family or household member** also includes a man and woman if the woman is pregnant and the man is alleged to be the father, regardless of whether they have been married or have lived together at any time;

(3) **Protective Order** means:

(A) A protection from abuse order issued pursuant to K.S.A. 60-3105, 60-3106 or 60-3107, and amendments thereto;

(B) A protective order issued by a court or tribunal of any state or Indian tribe that is consistent with the provisions of 18 U.S.C. § 2265;

(C) A restraining order issued pursuant to K.S.A. 23-2707, 38-2243, 38-2244 or 38-2255, and amendments thereto, or K.S.A. 60-1607, prior to its transfer;

(D) An order issued in this or any other state as a condition of pretrial release, diversion, probation, suspended sentence, post release supervision or at any other time during the criminal case or upon appeal that orders the person to refrain from having any direct or indirect contact with a family or household member;

(E) An order issued in this or any other state as a condition of release after conviction or as a condition of a supersedeas bond pending disposition of an appeal, that orders the person to refrain from having any direct or indirect contact with another person; or

(F) A protection from stalking order issued pursuant to K.S.A. 60-31a05 or 60-31a06, and amendments thereto.

(4) For the purpose of determining whether a conviction is a first or second conviction in sentencing under this section:

(A) Conviction includes being convicted of a violation of this section or entering into a diversion or deferred judgment agreement in lieu of further criminal proceedings on a complaint alleging a violation of this section.

(B) Conviction includes being convicted of a violation of any ordinance of any city, resolution of any county, or a law of any state that prohibits the acts prohibited by this section or entering into a diversion or deferred judgment agreement in lieu of further criminal proceedings on a complaint alleging a violation of any such ordinance, resolution, or law.

(C) It is irrelevant whether an offense occurred before or after conviction for a previous offense.

(e) A person may enter into a diversion agreement in lieu of further criminal proceedings for a violation of this section only twice during any five (5) year period.

(f) Amendment. Section 3.2 of the Uniform Public Offense Code, also referred to as 62-2(3.2) of the Code, is hereby amended to read as follows:

Section 3.2. Battery Against a Law Enforcement Officer.

(a) Battery against a law enforcement officer is a battery as defined in section 62-2(3.1)(a)(2) of the Code, committed against a:

(1) Uniformed or properly identified university or campus police officer while such officer is engaged in the performance of such officer's duty;

(2) Uniformed or properly identified state, county, or city law enforcement officer, other than a state correctional officer or employee, a city or county correctional officer or employee, or a juvenile correctional facility officer, or employee, while such officer is engaged in the performance of such officer's duty;

(3) Uniformed or properly identified federal law enforcement officer while such officer is engaged in the performance of such officer's duty;

(4) Judge, while such judge is engaged in the performance of such judge's duty;

(5) Attorney, while such attorney is engaged in the performance of such attorney's duty; or

(6) Community corrections officer or court services officer, while such officer is engaged in the performance of such officer's duty.

(b) As used in this section:

(1) Judge means a duly elected or appointed justice of the supreme court, judge of the court of appeals, judge of any district court of Kansas, district magistrate judge or municipal court judge;

(2) Attorney means a: (A) county attorney, assistant county attorney, special assistant county attorney, district attorney, assistant district attorney, special assistant district attorney, attorney general, assistant attorney general, special assistant attorney general, city attorney, assistant city attorney, city prosecutor, or assistant city prosecutor; and (B) public defender, assistant public defender, contract counsel for the state board of indigents' defense services or any attorney who is appointed by the court to perform services for an indigent person as provided by Article 45 of Chapter 22 of the Kansas Statutes Annotated and amendments thereto;

(3) Community Corrections Officer means an employee of a community correctional services program responsible for supervision of adults or juveniles as assigned by the court to community corrections supervision and any other employee of a community correctional services program that provides enhanced supervision of offenders such as house arrest and surveillance programs;

(4) Court Services Officer means an employee of the Kansas judicial branch or local judicial district responsible for supervising, monitoring or writing reports relating to adults or juveniles as assigned by the court, or performing related duties as assigned by the court; and

(5) Federal Law Enforcement Officer means a law enforcement officer employed by the United States federal government who, as part of such officer's duties, is permitted to make arrests and to be armed.

(c) A violation of this section is a Class A violation.

(d) Upon a first conviction of a violation of battery against a law enforcement officer, a person shall be sentenced to not less than ten (10) days' nor more than one (1) year imprisonment and be fined not less than $500 nor more than $2,500. The person must serve at least ten (10) consecutive days' imprisonment before the person is granted probation, suspension of sentence, or parole or is otherwise released. The person convicted shall neither be ordered to nor be permitted to serve the ten (10) consecutive days by or as house arrest, work furlough, work release, or similar custody alternative program.

(e) Upon a second or subsequent conviction of battery against a law enforcement officer, a person shall be sentenced to not less than ninety (90) days' nor more than one (1) year imprisonment and be fined not less than $750 nor more than $2,500. The person convicted must serve at least thirty (30) consecutive days' imprisonment before the person is granted probation, suspension of sentence, or parole or is otherwise released. The person convicted shall neither be ordered to nor be permitted to serve the thirty (30) consecutive days by or as house arrest, work furlough, work release, or similar custody alternative program.

(f) For the purpose of determining whether a conviction is first, second, or subsequent conviction in sentencing under this section:

(1) Conviction includes being convicted of a violation of this section or entering into a diversion or deferred judgment agreement in lieu of further criminal proceedings on a complaint alleging a violation of this section.

(2) Conviction includes being convicted of a violation of any ordinance of any city, resolution of any county, or a law of any state that prohibits the acts prohibited by this section or entering into a diversion or deferred judgment agreement in lieu of further criminal proceedings on a complaint alleging a violation of any such ordinance, resolution, or law.

(3) It is irrelevant whether an offense occurred before or after conviction for a previous offense.

(g) Amendment. Section 3.3 of the Uniform Public Offense Code, also referred to as 62-2(3.3) of the Code, is hereby amended to read as follows:

Section 3.3. Assault and Assault of a Law Enforcement Officer.

(a) Assault is knowingly placing another person in reasonable apprehension of immediate bodily harm.

(b) Assault of a law enforcement officer is assault, as defined in subsection (a), committed against:

(1) a uniformed or properly identified state, county or city law enforcement officer while such officer is engaged in the performance of such officer's duty;

(2) a uniformed or properly identified university or campus police officer while such officer is engaged in the performance of such officer's duty; or

(3) a uniformed or properly identified federal law enforcement officer as defined in K.S.A. Supp. 21-5413, and amendments thereto, while such officer is engaged in the performance of such officer's duty.

(c) Assault pursuant to subsection (a) is a Class C violation.

(d) Assault of a law enforcement officer pursuant to subsection (b) is a Class A violation. Upon a conviction of a violation of assault of a law enforcement officer, a person shall be fined at least $300.

(h) Amendment. Section 5.6 of the Uniform Public Offense Code, also referred to as 62-2(5.6) of the Code, is hereby amended to read as follows:

Section 5.6. Purchase or Possession of Cigarettes, Vaping Products, or Tobacco Products by a Person Under 21 Years of Age.

It shall be unlawful for any person:

(a) Who is under twenty-one (21) years of age to purchase or attempt to purchase cigarettes, vaping products, or tobacco products; or

(b) Who is under twenty-one (21) years of age to possess or attempt to possess cigarettes, vaping products, or tobacco products.

Violation of this section shall be an ordinance cigarette or tobacco infraction for which the fine shall be $25. In addition, the judge may require a person under eighteen (18) years of age to appear in court with a parent or legal guardian.

(i) Amendment. Section 5.7 of the Uniform Public Offense Code, also referred to as 62-2(5.7) of the Code, is hereby amended to read as follows:

Section 5.7. Selling, Giving or Furnishing Cigarettes, Vaping Products, or Tobacco Products to a Person Under 21 Years of Age.

(a) It shall be unlawful for any person to:

(1) Sell, furnish or distribute cigarettes, vaping products, or tobacco products to any person under twenty-one (21) years of age; or

(2) Buy any cigarettes, vaping products, or tobacco products for any person under twenty-one (21) years of age.

(b) It shall be a defense to a prosecution under this section if:

(1) The defendant is a licensed retail dealer, or employee thereof, or a person authorized by law to distribute samples;

(2) The defendant sold, furnished or distributed the cigarettes, vaping products, or tobacco products to the person under twenty-one (21) years of age with reasonable cause to believe the person was of legal age to purchase or receive cigarettes, vaping products, or tobacco products;

(3) To purchase or receive the cigarettes, vaping products, or tobacco products, the person under twenty-one (21) years of age exhibited to the defendant a driver's license, Kansas non driver's identification card or other official or apparently official document containing a photograph of the person and purporting to establish that the person was of legal age to purchase or receive cigarettes, vaping products, or tobacco products; and

(4) For purposes of this section, the person who violates this section shall be the individual directly selling, furnishing or distributing the cigarettes, vaping products, or tobacco products to any person under twenty-one (21) years of age or the retail dealer who has actual knowledge of such selling, furnishing or distributing by such individual or both.

(c) It shall be a defense to a prosecution under this section if:

(1) The defendant engages in the lawful sale, furnishing or distribution of cigarettes, vaping products, or tobacco products by mail; and

(2) The defendant sold, furnished or distributed cigarettes, vaping products, or tobacco products to the person by mail only after the person had provided to the defendant an unsworn declaration, conforming to K.S.A. 53-601 and amendments thereto, that the person was twenty-one (21) or more years of age.

(d) As used in this section, sale means any transfer of title or possession or both, exchange, barter, distribution or gift of cigarettes, vaping products, or tobacco products, with or without consideration.

Violation of this section shall constitute a Class B violation punishable by a minimum fine of $200.

(j) Amendment. Section 5.8 of the Uniform Public Offense Code, also referred to as 62-2(5.8) of the Code, is hereby amended to read as follows:

Section 5.8. Purchase, Consumption or Possession of Alcoholic Liquor or Cereal Malt Beverage by a Minor; 18-21.

(a) Except with regard to serving of alcoholic liquor or cereal malt beverage as permitted by K.S.A. 41-308a, 41-308b, 41-727a, 41-2610, 41-2652, 41-2704, and 41-2727, and amendments thereto, and subject to any rules and regulations adopted pursuant to such statutes, no person under twenty-one (21) years of age shall possess, consume, obtain, purchase or attempt to obtain or purchase alcoholic liquor or cereal malt beverage except as authorized by law.

(b) In addition to any other penalty provided for a violation of this section:

(1) The court may order the offender to do either or both of the following:

(A) Perform forty (40) hours of public service; or

(B) Attend and satisfactorily complete a suitable educational or training program dealing with the effects of alcohol or other chemical substances when ingested by humans.

(2) Upon a first conviction of a violation of this section, the court shall order the division of vehicles to suspend the driving privilege of such offender for thirty (30) days. Upon receipt of the court order, the division shall notify the violator and suspend the driving privileges of the violator for thirty (30) days whether or not that person has a driver's license.

(3) Upon a second conviction of a violation of this section, the court shall order the division of vehicles to suspend the driving privilege of such offender for ninety (90) days. Upon receipt of the court order, the division shall notify the violator and suspend the driving privileges of the violator for ninety (90) days, whether or not that person has a driver's license.

(4) Upon a third or subsequent conviction of a violation of this section, the court shall order the division of vehicles to suspend the driving privilege of such offender for one (1) year. Upon receipt of the court order, the division shall notify the violator and suspend the driving privileges of the violator for one (1) year whether or not that person has a driver's license.

(c) This section shall not apply to the possession and consumption of cereal malt beverage by a person under the legal age for consumption of cereal malt beverage when such possession and consumption is permitted and supervised, and such beverage is furnished, by the person's parent or legal guardian.

(d) (1) A person and, if applicable, one or two other persons acting in concert with such person are immune from criminal prosecution for a violation of this section, if such person:

(A) (i) Initiated contact with law enforcement or emergency medical services and requested medical assistance on such person's behalf because such person reasonably believed such person was in need of medical assistance; and

(ii) Cooperated with emergency medical services personnel and law enforcement officers in providing such medical assistance; or

(B) (i) Initiated contact with law enforcement or emergency medical services, or was one of one or two other persons who acted in concert with such person, and requested medical assistance for another person who reasonably appeared to be in need of medical assistance;

(ii) Provided their full name, the name of one or two other persons acting in concert with such person, if applicable, and any other relevant information requested by law enforcement or emergency medical services;

(iii) Remained at the scene with the person who reasonably appeared to be in need of medical assistance until emergency medical services personnel and law enforcement officers arrived; and

(iv) Cooperated with emergency medical services personnel and law enforcement officers in providing such medical assistance; or

(C) (i) Was the person who reasonably appeared to be in need of medical assistance as described in subsection (d)(1)(B), but did not initiate contact with law enforcement or emergency medical services; and

(ii) Cooperated with emergency medical services personnel and law enforcement officers in providing such medical assistance.

(2) A person shall not be allowed to initiate or maintain an action against a law enforcement officer, or such officer's employer, based on the officer's compliance or failure to comply with this subsection.

(e) Violation of this section by a person eighteen (18) or more years of age but less than twenty-one (21) years of age is a Class C violation. On a first conviction of a violation of this section, a person shall be fined not less than $200. For a second conviction of a violation of this section, a person shall be fined not less than $400. For a third and subsequent conviction of a violation of this section, a person shall be fined not less than $600.

(k) Amendment. Section 6.1 of the Uniform Public Offense Code, also referred to as 62-2(6.1) of the Code, is hereby amended to read as follows:

Section 6.1. Theft.

(a) Theft is any of the following acts done with the intent to deprive the owner permanently of the possession, use, or benefit of the owner's property or services:

(1) Obtaining or exerting unauthorized control over property or services;

(2) Obtaining control over property or services by deception;

(3) Obtaining control over property or services by threat;

(4) Obtaining control over stolen property or services knowing the property or services to have been stolen by another; or

(5) Knowingly dispensing motor fuel into a storage container or the fuel tank of a motor vehicle at an establishment in which motor fuel is offered for retail sale and leaving the premises of the establishment without making payment for the motor fuel.

(b) A violation of this section is a Class A violation, except as provided in subsection (c).

(c) The following are not considered to be a violation under this section:

(1) Theft of property or services of the value of $1,500 or more;

(2) Theft of property of the value of less than $1,500 from three (3) separate mercantile establishments within a period of seventy-two (72) hours as part of the same act or transaction or in two (2) or more acts or transactions connected together or constituting parts of a common scheme or course of conduct;

(3) Theft of property of the value of at least $50 but less than $1,500 committed by a person who has, within five (5) years immediately preceding commission of the crime, excluding any period of imprisonment, been convicted of theft two (2) or more times; or

(4) Theft of property which is a firearm of the value of less than $25,000.

(d) Upon a first conviction of a violation of this section, the person convicted must serve at least two (2) consecutive days' imprisonment before the person is granted probation, suspension of sentence, or parole or is otherwise released, and be fined at least $300. The person convicted shall neither be ordered to nor be permitted to serve the two (2) consecutive days by or as house arrest, work furlough, work release, or similar custody alternative program.

(e) On a second or subsequent conviction of a violation of this section, the person convicted must serve at least ten (10) consecutive days' imprisonment before the person is granted probation, suspension of sentence, or parole or is otherwise released, and be fined at least $500. The person convicted shall neither be ordered to nor be permitted to serve the ten (10) consecutive days by or as house arrest, work furlough, work release, or similar custody alternative program.

(f) For the purpose of determining whether a conviction is a first, second, or subsequent conviction in sentencing under this section:

(1) Conviction includes being convicted of a violation of this section or entering into a diversion or deferred judgment agreement in lieu of further criminal proceedings on a complaint alleging a violation of this section.

(2) Conviction includes being convicted of a violation of any ordinance of any city, resolution of any county, or a law of any state that prohibits the acts prohibited by this section or entering into a diversion or deferred judgment agreement in lieu of further criminal proceedings on a complaint alleging a violation of any such ordinance, resolution, or law.

(3) It is irrelevant whether an offense occurred before or after conviction for a previous offense.

(g) As used in this section:

(1) **Regulated scrap metal** means the same as in K.S.A. 50-6,109, and amendments thereto;

(2) **Remote service unit** means the same as defined in K.S.A. 9-1111, and amendments thereto, and includes, but is not limited to, automated cash dispensing machines and automated teller machines; and

(3) **Value** means the value of the property or, if the property is regulated scrap metal or a remote service unit, the cost to restore the site of the theft of such regulated scrap metal or remote service unit to its condition at the time immediately prior to the theft of such regulated scrap metal or remote service unit, whichever is greater.

(l) Amendment. Section 6.5 of the Uniform Public Offense Code, also referred to as 62-2(6.5) of the Code, is hereby amended to read as follows:

Section 6.5. Criminal Deprivation of Property.

(a) Criminal deprivation of property is obtaining or exerting unauthorized control over property, with intent to deprive the owner of temporary use thereof, without the owner's consent but not with the intent of depriving the owner permanently of the possession, use or benefit of such owner's property.

(b) Penalties.

(1) Criminal deprivation of property that is a motor vehicle upon a first or second conviction is a Class A violation. Upon a first conviction of this paragraph, a person shall be sentenced to not less than thirty (30) days nor more than one (1) year's imprisonment and fined not less than $100. Such person must serve at least thirty (30) consecutive days' imprisonment before the person is granted probation, suspension of sentence, or parole or is otherwise released. The person convicted shall neither be ordered to nor be permitted to serve the thirty (30) consecutive days by or as house arrest, work furlough, work release, or similar custody alternative program. Upon a second conviction of this paragraph, a person shall be sentenced to not less than sixty (60) days nor more than one (1) year's imprisonment and fined not less than $200. Such person must serve at least sixty (60) consecutive days' imprisonment before the person is granted probation, suspension of sentence, or parole or is otherwise released. The person convicted shall neither be ordered to nor be permitted to serve the sixty (60) consecutive days by or as house arrest, work furlough, work release, or similar custody alternative program.

(2) Criminal deprivation of property other than a motor vehicle or a firearm is a Class A violation. Upon a second or subsequent conviction of this subsection, a person shall be sentenced to not less than thirty (30) days imprisonment and fined not less than $100.

(m) Amendment. Section 6.7 of the Uniform Public Offense Code, also referred to as 62-2(6.7) of the Code, is hereby amended to read as follows:

Section 6.7. Criminal Trespass.

(a) Criminal trespass is entering or remaining upon or in any:

(1) Land, non-navigable body of water, structure, vehicle, aircraft or watercraft by a person who knows such person is not authorized or privileged to do so, and:

(A) Such person enters or remains therein in defiance of an order not to enter or to leave such premises or property personally communicated to such person by the owner thereof or other authorized person, including, but not limited to, a law enforcement officer as provided in subsection (c) of this section;

(B) Such premises or property are posted as provided in K.S.A. 32-1013, and amendments thereto, or in any other manner reasonably likely to come to the attention of intruders, or are locked or fenced or otherwise enclosed, or shut or secured against passage or entry; or

(C) Such person enters or remains therein in defiance of a restraining order issued by a court of competent jurisdiction and the restraining order has been personally served upon the person so restrained.

(2) Public or private land or structure in a manner that interferes with access to or from any health care facility by a person who knows such person is not authorized or privileged to do so and such person enters or remains thereon or therein in defiance of an order not to enter or to leave such land or structure personally communicated to such person by the owner of the health care facility or other authorized person.

(b) (1) This section shall not apply to a land surveyor, licensed pursuant to article 70 of chapter 74 of the Kansas Statutes Annotated, and amendments thereto, and such surveyor's authorized agents and employees who enter upon lands, waters, and other premises in the making of a survey; or

(2) Railroad Property as defined in K.S.A. 21-5809, and amendments thereto, or nuclear generating facility as defined in K.S.A. 66-2302 and amendments thereto.

(c) Criminal trespass is a Class B violation. Upon a conviction of a violation of subsection (a)(1)(C), a person shall be sentenced to not less than 48 consecutive hours of imprisonment which shall be served either before or as a condition of any grant of probation or suspension, reduction of sentence or parole.

(d) Upon the request of any owner or other authorized person of any premises or property, any law enforcement officer shall be authorized to personally serve or verbally communicate to any other person a written trespass warning, verbal trespass warning, or any other written or verbal order to leave or not to enter such premises or property.

(n) Amendment. Section 7.2 of the Uniform Public Offense Code, also referred to as 62-2(7.2) of the Code, is hereby amended to read as follows:

Section 7.2. Interference With a Law Enforcement Officer.

(a) Interference with a law enforcement officer is:

(1) Falsely reporting to a law enforcement officer, law enforcement agency, or state investigative agency:

(A) That a particular person has committed a crime, knowing that such information is false and intending that the officer or agency shall act in reliance upon such information;

(B) That a law enforcement officer has committed a crime or committed misconduct in the performance of such officer's duties, knowing that such information is false and intending that the officer or agency shall act in reliance upon such information; or

(C) Any information, knowing that such information is false and intending to influence, impede or obstruct such officer's or agency's duty; or

(2) Concealing, destroying or materially altering evidence with the intent to prevent or hinder the apprehension or prosecution of any person; or

(3) Knowingly obstructing, resisting or opposing any person authorized by law to serve process in the service or execution or in the attempt to serve or execute any writ, warrant, process or order of a court, or in the discharge of any official duty.

(b) A violation of this section is a Class A violation.

(c) Upon a first conviction of a violation of this section, the person convicted must be fined at least $500.

(d) On a second or subsequent conviction of a violation of this section, the person convicted shall be sentenced to imprisonment of at least ninety (90) days and be fined at least $750. Such person must serve at least ten (10) consecutive days' imprisonment before the person is granted probation, suspension of sentence, or parole or is otherwise released. The person convicted shall neither be ordered to nor be permitted to serve the ten (10) consecutive days by or as house arrest, work furlough, work release, or similar custody alternative program.

(e) For the purpose of determining whether a conviction is a first, second, or subsequent conviction in sentencing under this section:

(1) Conviction includes being convicted of a violation of this section or entering into a diversion or deferred judgment agreement in lieu of further criminal proceedings on a complaint alleging a violation of this section.

(2) Conviction includes being convicted of a violation of any ordinance of any city, resolution of any county, or a law of any state that prohibits the acts prohibited by this section or entering into a diversion or deferred judgment agreement in lieu of further criminal proceedings on a complaint alleging a violation of any such ordinance, resolution, or law.

(3) It is irrelevant whether an offense occurred before or after conviction for a previous offense.

(o) Amendment. Section 7.15 of the Uniform Public Offense Code, also referred to as 62-2(7.15) of the Code, is hereby amended to read as follows:

Section 7.15. Intimidation of a Witness or Victim.

(a) Intimidation of a witness or victim is preventing or dissuading, or attempting to prevent or dissuade, with an intent to vex, annoy, harm or injure in any way another person or an intent to thwart or interfere in any manner with the orderly administration of justice:

(1) Any witness or victim from attending or giving testimony at any civil or criminal trial, proceeding or inquiry authorized by law; or

(2) Any witness, victim or person acting on behalf of a victim from:

(A) Making any report of the victimization of a victim to any law enforcement officer, prosecutor, probation officer, parole officer, correctional officer, community correctional services officer, judicial officer, the secretary for children and families, the secretary for aging and disability services, or any agent or representative of either secretary, or any person required to make a report pursuant to K.S.A. 38-2223, and amendments thereto;

(B) Causing a complaint, indictment or information to be sought and prosecuted or causing a violation of probation, parole or assignment to a community correctional services program to be reported and prosecuted, and assisting in its prosecution;

(C) Causing a civil action to be filed and prosecuted and assisting in its prosecution; or

(D) Arresting or causing or seeking the arrest of any person in connection with the victimization of a victim.

(b) Intimidation of a witness or victim is a Class B person violation.

(c) As used in this section:

(1) **Civil injury or loss** means any injury or loss for which a civil remedy is provided under the laws of this state, any other state, or the United States.

(2) **Victim** means any individual:

(A) Against whom any crime under the laws of this state, any other state or the United States or any ordinance violation under the code of any city is being, has been or is attempted to be committed; or

(B) Who suffers a civil injury or loss; and

(3) **Witness** means any individual:

(A) Who has knowledge of the existence or nonexistence of facts relating to any civil or criminal trial, proceeding or inquiry authorized by law;

(B) Whose declaration under oath is received or has been received as evidence for any purpose;

(C) Who has reported any crime or any civil injury or loss to any law enforcement officer, prosecutor, probation officer, parole officer, correctional officer, community correctional services officer or judicial officer;

(D) Who has been served with a subpoena issued under the authority of a municipal court or any court or agency of this state, any other state or the United States; or

(E) Who is believed by the offender to be an individual described in this subsection.

(p) Amendment. Section 9.9.3 of the Uniform Public Offense Code, also referred to as 62-2(9.9.3) of the Code, is hereby amended to read as follows:

Section 9.9.3. Unlawful Distribution of Controlled Substances.

(a) No person shall distribute or possess with the intent to distribute a controlled substance or a controlled substance analog designated in K.S.A. 65-4113, and amendments thereto, to any person who is eighteen (18) years of age or older.

(b) Violation of subsection (a) is a Class A violation.

(q) Amendment. Section 9.9.4 of the Uniform Public Offense Code, also referred to as 62-2(9.9.4) of the Code, is hereby amended to read as follows:

Section 9.9.4. Unlawful Possession of Controlled Substances.

(a) No person shall possess any of the controlled substances or controlled substance analogs thereof found in subsection (b) of K.S.A. 21-5706, and amendments thereto, except as provided in subsection (b) of this section.

(b) This section shall not apply if the substance involved is marijuana, as designated in K.S.A. 65-4105(d), and amendments thereto, or tetrahydrocannabinols, as designated in K.S.A. 65-4105(h), and amendments thereto.

(c) Violation of subsection (a) is a Class A violation.

(d) A law enforcement officer shall not take a person into custody based solely on the commission of an offense described in subsection (a) if the law enforcement officer, after making a reasonable determination and considering the facts and surrounding circumstances, reasonably believes that the person:

(1) (A) Initiated contact with a law enforcement officer, law enforcement agency, or emergency medical services and requested medical assistance on the person's own behalf because the person reasonably believed they needed medical assistance as a result of the use of a controlled substance; and

(B) cooperated with law enforcement officers and emergency medical services personnel in providing such medical assistance;

(2) (A) was a person who rendered aid to another person who reasonably appeared to need medical assistance as a result of the use of a controlled substance or initiated contact with a law enforcement officer, law enforcement agency or emergency medical services and requested medical assistance for another person who reasonably appeared to need medical assistance as a result of the use of a controlled substance;

(B) provided such person's full name and any other relevant information that is necessary to provide the medical assistance described in subsection (d)(2)(A) as requested by law enforcement or emergency medical services;

(C) remained at the scene with the person who reasonably appeared to need medical assistance until emergency medical services personnel and law enforcement officers arrived; and

(D) cooperated with emergency medical services personnel and law enforcement officers in providing such medical assistance; or

(3) (A) was the person who reasonably appeared to need medical assistance as a result of the use of a controlled substance as described in subsection (d)(2)(A); and

(B) cooperated with emergency medical services personnel and law enforcement officers in providing such medical assistance.

(e) (1) Except as provided in subparagraph (e)(2), each person who meets the criteria in subsection (d) is immune from criminal prosecution for a violation of subsection (a).

(2) No person is immune from criminal prosecution as provided in subsection (e)(1) if the quantity of controlled substances found at the scene of the encounter with law enforcement would be sufficient to create a rebuttable presumption of an intent to distribute as described in subsection (e) of K.S.A. 21-5705, and amendments thereto.

(f) The provisions of this section shall not apply to a person seeking medical assistance during the course of the execution of an arrest warrant or search warrant or a lawful search.

(g) Nothing in this section shall be construed to preclude a person who is immune from criminal prosecution pursuant to this section from being prosecuted based on evidence obtained from an independent source.

(h) A person shall not be allowed to initiate or maintain an action against a law enforcement officer, or the officer's employer based on the officer's compliance or failure to comply with this section. Except in cases of reckless or intentional misconduct, an officer shall be immune from liability for arresting a person who is later determined to be immune from prosecution pursuant to this section.

(r) Amendment. Section 9.9.6 of the Uniform Public Offense Code, also referred to as 62-2(9.9.6) of the Code, is hereby amended to read as follows:

Section 9.9.6. <u>Distribution of Non-Controlled Substance.</u>

(a) No person shall distribute or possess with the intent to distribute any substance, which is not a controlled substance, to any person who is eighteen (18) years of age or older:

(1) Upon an express representation that the substance is a controlled substance or that the substance is of such nature or appearance that the recipient will be able to distribute the substance as a controlled substance; or

(2) Under circumstances which would give a reasonable person reason to believe that the substance is a controlled substance.

(b) Violation of subsection (a) is a Class A nonperson violation.

(c) If any one of the following factors is established, there shall be a presumption that distribution of a substance was under circumstances which would give a reasonable person reason to believe that a substance is a controlled substance:

(1) The substance was packaged in a manner normally used for the illegal distribution of controlled substances;

(2) The distribution of the substance included an exchange of or demand for money or other consideration for distribution of the substance and the amount of the consideration was substantially in excess of the reasonable value of the substance; or

(3) The physical appearance of the capsule or other material containing the substance is substantially identical to a specific controlled substance.

(s) Amendment. Section 10.1 of the Uniform Public Offense Code, also referred to as 62-2(10.1) of the Code, is hereby amended to read as follows:

Section 10.1. Criminal Use of Weapons.

(a) Criminal use of weapons is knowingly:

(1) Selling, manufacturing, purchasing or possessing any bludgeon, sand club, or metal knuckles;

(2) Possessing with intent to use the same unlawfully against another, a slungshot, throwing star, or any other dangerous or deadly weapon or instrument of like character; *provided, however, that* nothing herein shall be construed as to prohibit the possession, carrying, or use of a cutting instrument pursuant to K.S.A. 12-16,143; or

(3) Setting a spring gun.

(b) Criminal use of weapons is a Class A violation.

(c) Subsections (a)(1) and (a)(2) shall not apply to:

(1) Law enforcement officers, or any person summoned by any such officers to assist in making arrests or preserving the peace while actually engaged in assisting such officer;

(2) Wardens, superintendents, directors, security personnel and keepers of prisons, penitentiaries, jails and other institutions for the detention of persons accused or convicted of crime, while acting within the scope of their authority;

(3) Members of the armed services or reserve forces of the United States or the Kansas national guard while in the performance of their official duty; or

(4) The manufacture of, transportation to, or sale of weapons to a person authorized under subsections (c)(1), (c)(2) and (c)(3) to possess such weapons.

(t) Amendment. Section 10.5 of the Uniform Public Offense Code, also referred to as 62-2(10.5) of the Code, is hereby amended to read as follows:

Section 10.5. Unlawful Discharge of a Firearm.

(a) Unlawful discharge of a firearm is the discharge of a firearm within or into the corporate limits of any city.

(b) This section shall not apply to the discharge of any firearm within or into the corporate limits of any city if:

(1) The firearm is discharged in the lawful defense of one's person, another person or one's property;

(2) The firearm is discharged at a private or public shooting range;

(3) The firearm is discharged by authorized law enforcement or animal control officers;

(4) The firearm is discharged by special permit of the chief of police or by the sheriff when the city has no police department;

(5) The firearm is discharged using blanks; or

(6) The firearm is discharged in lawful self-defense or defense of another person against an animal attack.

Unlawful discharge of firearms is a Class B violation.

(u) Amendment. Section 10.24 of the Uniform Public Offense Code, also referred to as 62-2(10.24) of the Code, is hereby amended to read as follows:

Section 10.24. Smoking Prohibited.

(a) It shall be unlawful, with no requirement of a culpable mental state, to smoke in an enclosed area or at a public meeting including, but not limited to:

(1) public places;

(2) taxicabs and limousines;

(3) restrooms, lobbies, hallways and other common areas in public and private buildings, condominiums and other multiple-residential facilities;

(4) restrooms, lobbies and other common areas, and all sleeping rooms in hotels and motels;

(5) access points of all buildings and facilities not exempted pursuant to subsection (d), with the exception of access points leading into or out of outdoor patio areas where smoking is lawful;

(6) any place of employment;

(7) private clubs and fraternal organization facilities; and

(8) any building or structure owned, leased or occupied by the City or any city, school district or community college.

(b) It shall be unlawful, with no requirement of culpable mental state, to smoke or to use any tobacco product, in any form, in or on the following outdoor locations:

(1) All City-owned parks and playgrounds, including, but not limited to, the Lee Richardson Zoo and any City-owned public outdoor court, amphitheater, swimming facility or skate park;

(2) Any public assembly seating, bleacher section, grandstand, or other seating, affixed and permanent in nature located in the City, which is placed on any property owned or leased by any city, county, state, school district or community college and within fifty (50) feet of any such seating; and

(3) Any athletic field and seating area owned, leased, or occupied by the City or any school district or community college.

(c) Each employer having a place of employment that is an enclosed area shall provide a smoke-free workplace for all employees. Such employer shall also adopt and maintain a written smoking policy which shall prohibit smoking without exception in all areas of the place of employment. Such policy shall be communicated to all current employees within one week of its adoption and shall be communicated to all new employees upon hiring. Each employer shall provide a written copy of the smoking policy upon request to any current or prospective employee.

(d) The provisions of this section shall not apply to:

(1) the outdoor areas of any building or facility beyond the access points of such building or facility, except as noted in subsection (b) above; and

(2) private homes or residences, except when such home or residence is used as a day care home, as defined in K.S.A. 65-530, and amendments thereto.

(e) Any person who violates any provision of this section shall be guilty of an ordinance cigarette or tobacco infraction and punished as provided in Section 62-2(10.26) of this Code.

(f) The placement of this section within Chapter 62 of this Code, and the penalties related thereto, shall in no way be interpreted to detract from or otherwise diminish the public health, safety and welfare interests that are sought to be accomplished by this section. This section shall be interpreted in accordance with Chapter 1, Section 1-2 of this Code.

SECTION 2. Repeal. Section 62-2 of the Code of Ordinances of the City of Garden City, Kansas, as previously existing, including any parts or portions of any ordinance enacting said code section, shall be and the same are hereby repealed, to be replaced as specified herein, upon the effective date of this Ordinance.

SECTION 3. Severability. If any section, clause, sentence, or phrase of this Ordinance is found to be unconstitutional or is otherwise held invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining parts of this Ordinance.

SECTION 4. Headings. 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 5. Effective Date; Publication. This Ordinance shall be in full force and effect from and after its publication, or a publication of a summary thereof, in the Garden City Telegram, the official city newspaper.

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this 3rd day of September, 2024.

_____
MANUEL F. ORTIZ, Mayor

ATTEST:

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

APPROVED AS TO CONTENT AND FORM:

_____
JENNIFER V. CUNNINGHAM, City Attorney

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Jared Kuhlmann, Finance Director
DATE: September 3, 2024
RE: 2025 Budget Certificate

ISSUE:
The Governing Body is asked to consider and approve the authorization of the 2025 Budget Certificate, which summarizes the maximum levy of property tax for specific funds and the maximum expenditure for all funds of the City's budget.

BACKGROUND:
The Certificate for the 2025 budget was prepared using the Notice of Hearing for the 2025 budget expenditures. Prior to approving the budget certificate, the Governing Body approved a resolution to exceed the Revenue Neutral Rate. This allows the City to levy a property tax rate of 38.492 mills that will generate approximately $11,345,827.

ALTERNATIVES:
1. The Governing Body may approve and sign the Certificate of Budget as presented.
2. The Governing Body may approve and sign a Certificate of Budget that is different from what is presented, however, Kansas statutes prohibit the changes resulting in raising the City's total mill levy from what was published in the Notice of Public Hearing.
3. The Governing Body may not approve a Certificate of Budget.

RECOMMENDATION:
Staff recommends approving and signing the Certificate of Budget as presented.

FISCAL NOTE:
None.

ATTACHMENTS:
2025 Budget Certificate

CERTIFICATE

To the Clerk of Finney County, State of Kansas
We, the undersigned, officers of
City of Garden City
certify that: (1) the hearing mentioned in the attached publication was held;
(2) after the Budget Hearing this budget was duly approved and adopted as the maximum expenditures for the various funds for the year 2025; and
(3) the Amounts(s) of 2024 Ad Valorem Tax are within statutory limitations.

			2025 Adopted Budget		
Table of Contents:		Page No.	Budget Authority for Expenditures	Amount of 2024 Ad Valorem Tax	Final Tax Rate (County Clerk's Use Only)
Allocation of MVT, RVT, 16/20M Vehicle Tax		2			
Schedule of Transfers		3			
Statement of Indebtedness		4			
Statement of Lease-Purchases		5			
Fund	**K.S.A.**				
General	12-101a	6	43,986,221	6,986,735	
Debt Service	10-113	7	3,390,150	2,958,192	
Airport	3-113	7	3,183,330	1,400,901	
TIF		9	7,514,025		
Community Trust Reserve		9	3,899,046		
Capital Improvement Reserve		10	1,252,104		
Special Trafficway		10	2,613,346		
Special Improvements		11	84,541		
Cemetery Endowment		11	136,555		
Special Recreation & Parks		12	312,269		
Special Alcohol-Drug Abuse		12	490,874		
Finnup Trust		13	150,000		
Risk Management		13	166,178		
Drug Enforcement		14	80,216		
DEA Forfeiture		14	6,819		
Community Development Loan		15	14,252		
Emergency Shelter Grant		15	0		
Economic Development Loan		16	501,447		
Enhanced Wireless 911		16	425,969		
HIDTA Grant		17	205,980		
Housing		17	210,035		
Project Development		18	174,709		
Project Safe Neighborhood Grant		18	63,416		
Opioid Settlements		19	108,969		
Capital Improvement Plan		19	490,000		
Electric Capital Reserve		20	5,152,850		
Utilities Security Deposit		20	869,813		
Sewage Repair and Replacement		21	1,107,615		
Water and Sewage Reserve		21	2,769,043		
Water Reuse		22	19,100,000		
Airport Improvement		22	2,286,118		
Airport Terminal Project		23	36,664		
Golf Course Improvement		23	47,830		
Recreation Reserve		24	460,544		
Health Insurance		24	6,773,368		
Health Insurance Reserve		25	1,445,847		
Workers Compensation		25	727,217		
Workers Compensation Reserve		26	679,140		
Electric		27	47,596,776		
Water and Sewage		28	16,136,494		
Drainage		29	998,162		
Solid Waste		30	5,265,580		
Golf Course		31	1,240,323		
Totals		xxxxxx	182,153,835	11,345,827	
Budget Hearing Notice					County Clerk's Use Only
Combined Rate and Budget Hearing Notice		33			
RNR Hearing Notice					
Neighborhood Revitalization					Nov 1, 2024 Total Assessed Valuation

Revenue Neutral Rate: 36.033

Assisted by:

Address:

Email:

Attest:_____ 2024

County Clerk

_____ _____
_____ _____
_____ _____
_____ _____
Governing Body

CPA Summary

GARDEN CITY
— KANSAS —

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Courtney E. Prewitt, Chief of Police
DATE: September 3, 2024
RE: Request for Proposal for Temporary Facility for the Garden City Police Department

---

ISSUE:

The Governing Body is asked to consider and approve a Request for Proposal to provide a temporary facility for the Garden City Police Department (GCPD) during the renovation and/or refurbishment of the existing Law Enforcement Center (LEC).

BACKGROUND:

In previous meetings, staff has documented the multi-year history of water and sewer leaks throughout the LEC, the frequency of inoperable restroom and locker room facilities, the unreliability of the heating and air conditioning, and the chronic foul odor present in the building produced by both failed restroom facilities on the primary levels and sewage leaking from the jail into the offices. The documentation of the deteriorating conditions in which first responders and support staff have worked in also reflect the untimeliness of responses to requests for maintenance, leading staff to recommend the Governing Body consider an alternative site to temporarily house GCPD operations until such time as Finney County assesses and addresses the state of the LEC.

In June 2024, the Governing Body approved providing written notice to Finney County and terminate the use of the space at the LEC, allowing time to identify a temporary facility (or facilities) for GCPD administration, operations, and emergency communication services. With notice being provided, the City will have to identify alternative space by September 2025 and furnish and equip that space to meet the short-term needs of the Police Department while also providing a more conducive working environment. As the City looks to identify and finalize interim space, the Police Department will continue ensuring the Finney County Sheriff's Office is involved with discussions and finding ways to work together to best serve the community.

Staff has created a Request for Proposal which outlines the scope of work, timeframe of project, and minimum qualifications of prospective vendors in providing a temporary facility (or facilities) for the GCPD. The GCPD is looking for a minimum of 12,000 square feet for daily operations, parking for a minimum of 30 vehicles, and the ability to have access control for 24/7 operations and security. The City desires the facility to be ready for the Police Department to move into on or before September 12, 2025.

ALTERNATIVES:

1. The Governing Body may approve the Request for Proposal for a temporary facility for the Police Department.
2. The Governing Body may deny the Request for Proposal for a temporary facility for the Police

Department and give Staff further direction.

RECOMMENDATION:

Staff recommends the Governing Body approve the Request for Proposal for a temporary facility for the Police Department.

FISCAL NOTE:

Currently, the full cost of a temporary facility is unknown but will be presented to the Governing Body once an alternative space has been identified.

ATTACHMENTS:

Request for Proposal - Temporary Facility for GCPD

Request for Proposals (RFP)
Temporary Facility for Garden
City Police Department

1. Project Description

The City of Garden City plans to temporarily relocate the Garden City Police Department (GCPD) operations while the current Law Enforcement Center (LEC) is renovated and/or refurbished.

2. Request For Proposals

The City of Garden City is requesting proposals from qualified vendors (company, firm, partnership, or individual) to provide a temporary facility for the Garden City Police Department which includes law enforcement personnel and associated law enforcement vehicles and equipment to support ongoing operations during the renovation and/or refurbishment of the existing Law Enforcement Center (LEC) located at 304 N. 9th Street. The GCPD will need a minimum of 12,000 square feet for daily operations and parking for a minimum of 30 vehicles. This could be accommodated at one or more locations.

3. Estimated Schedule

September 4, 2024	Advertise and Distribute RFP
October 2, 2024	Deadline for Applicant to Submit Questions
October 4, 2024	City Respond to Questions
October 18, 2024	RFP Due to City Staff
October 21-25, 2024	Interviews/Presentations/Tours
November 5, 2024	Anticipated Award of RFP at City Commission Meeting
To follow City Commission decision	Lease (or Purchase) Agreement

***City of Garden City desires the facility to be ready for GCPD to move into the facility on or before September 12, 2025.**

4. Scope of Work

The City of Garden City is seeking proposals from qualified vendors to provide a temporary facility (or facilities) for GCPD daily operations. The facility (or facilities) must be located within the city limits of Garden City, Kansas. The facility (or facilities) would ideally provide a minimum of 12,000 square feet, parking for at least 30 vehicles, ability to have access control for 24/7 operations and security. The facility (or facilities) would also have access to utilities, internet, and a mix of both large conference areas and individual workspaces. Should the proposed facility (or facilities) not fully meet the specified requirements, the vendor must have the capability to build or remodel the space to suit these needs or allow the City to complete such work. The vendor shall also ensure that the facilities (or facilities) comply with all relevant local, state, and federal

regulations. If the facility (or facilities) does not currently meet all relevant regulations, the deficiencies should be clearly noted so those items can be considered by the City and corrected during a renovation of the space to bring it into compliance.

Finally, if renovations are necessary to bring the facility (or facilities) up to code compliance, the lease or lease-to-purchase agreements will need to be negotiated to help offset those costs. The City of Garden City is open to considering various acquisition options for the temporary facility, including lease, lease-to-purchase, or outright purchase. Vendors are encouraged to submit proposals that outline the terms and conditions for each option they can provide. Proposals should clearly specify the financial terms, duration, and any other relevant conditions associated with each option to allow the City to evaluate the most cost-effective and operationally beneficial solution for our needs. A facility (or facilities) that meet most of the identified criteria will still be considered as part of this process.

5. Time Frame

The contract for lease will cover a period of 3 to 5-years with the possibility of an extension based on operational needs. Additionally, the vendor will be expected to provide responsive customer service to address any issues that may arise during the contract period.

6. Requirements for Submission of Proposal

Proposers must submit three (3) paper copies of the proposal along with floorplans of the space and one (1) digital copy on a USB to be received by the City of Garden City. Proposals should be sent to:

E.J. Ochs, Captain Patrol Division
City of Garden City Police Department
304 N 9th St or PO Box 998
Garden City, KS 67846
Phone inquiries, facility tours and questions may be directed to E.J. Ochs at 620-276-1323 or Edward.ochs@gardencityks.us

7. Contents of Proposal

Proposals shall clearly indicate the legal name, address and telephone number of the vendor (company, firm, partnership orindividual). All expenses for making this bid to the City shall be borne by the vendor. **All bids shall be received by 18 October 2024, at 5:00 pm.** Any bid received after this time and date will not be considered. The vendor has the sole responsibility to have the bid received by the City of Garden City at the above address and by the above stated time and date.

8. Minimum Qualifications

The proposal must demonstrate that the vendor has the resources and capabilities to provide the requested temporary facility for GCPD as prescribed in the RFP. Vendors shall submit documentation with their proposal demonstrating compliance with the minimum qualifications. The following criteria must be met in order to be considered

under this RFP:

a. The vendor shall be a business / individual in good standing, free of any current litigation.
b. The vendor must be the owner or responsible party for the space or structure to be provided, ensuring full control over the premises and the ability to meet all operational requirements.
c. The Vendor must be able to provide a space or structure that is in accordance with, or can be made to meet all applicable local, state, and federal regulations, including relevant city codes and ordinances.

9. Proposal Requirements

The proposal shall provide information necessary for the City of Garden City to evaluate the space or structure, ancillary impacts of moving into that space, and financial terms being proposed. The vendor shall make a written proposal that outlines an understanding of the work to be performed. The proposal should address each requirement in the "Scope of Work" and be specific in outlining their proposal. Proposals should be as thorough and detailed as possible but written clearly and concisely so that the City may properly evaluate the vendor's ability to meet the identified scope of services. The vendor should include in their proposal the following:

a. Cover Letter/Executive Summary on official letterhead signed by a person with the authority to enter into any contract resulting from the RFP.
b. A detailed description of the space or structure to be provided that addresses each requirement contained in the "Scope of Work."
c. The vendor shall provide information or a response to the following inquiries:
    i. The organization and size of the vendor, and whether it is local or regional.
    ii. A timeline that best estimates when occupancy can commence.
    iii. All costs associated with the completion and delivery of "Scope of Work."
    iv. Is the vendor, any principals of the vendor, or any affiliate of the vendor, the owner or responsible party for the space or structure to be provided? Please confirm ownership or responsibility status.
    v. Is the vendor, any principals of the vendor, or any affiliate of the vendor the focus of any pending or ongoing litigation, formal investigation, or administrative proceedings related to the attestation services? If yes, please describe.
d. All pages are to be numbered.

10. Evaluation Criteria

Selection of the successful proposal will be based upon the submission of proposals meeting the selection criteria. The minimum selection criteria will include:

a. A clearly demonstrated understanding of the space or building to be provided and the completeness and clarity of the vendor's proposal for accomplishing the "Scope of Work."
b. Quality of other buildings and structures and service, and how that aligns with the current project scope.
c. The ability to meet the timeline.
d. Verification of ownership or responsibility for the provided space or structure.
e. Interview/Presentation (if applicable).
f. As part of the evaluation process, the City may ask questions of a clarifying nature from vendor as required. The City may also request an in-person meeting to explain the proposal and answer questions.

11. Reservations of Rights

The City of Garden City reserves all rights (which may be exercised by the City in its sole discretion) available to it under applicable laws including without limitation, and with or without cause and with or without notice, the right to:

a. Cancel this RFP in whole or in part, at any time before the execution of a contract by the City of Garden City, without incurring any cost, obligations, or liability.
b. Issue addenda, supplements, and modifications to this RFP.
c. Revise and modify, at any time before the RFP submittal due date, the factors and/or weights of factors the City will consider in evaluating RFP submittals and revise or otherwise expand its evaluation methodology as set forth herein.
d. Extend the RFP submittal due date.
e. Require additional information from a firm concerning the contents of its RFP until such time as the City declares, in writing, that a particular stage or phase of its review have been completed or closed.
f. Reject at any time, any or all submittals received.
g. Appoint an evaluation committee to review RFP submittals or responses, make recommendations, and seek the assistance of outside technical experts and consultants in RFP submittal evaluation.
h. Hold interviews and conduct discussions and correspondence with one or more of the firms responding to this RFP to see an improved understanding and evaluation of the responses.
i. Disclose information contained in this RFP submittal to the public as required under the Kansas Public Information Act.

12. Contract Award

Selection shall be made of one vendor deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the proposal, including price if so, stated in the request for proposal. The award documentation will subsequently be followed by an agreement incorporating by reference all the requirements, terms and conditions of this solicitation and the

vendor's proposal as negotiated.

13. General Term and Conditions

This solicitation is subject to the provisions of the City's financial policy and any revisions thereto, whichare hereby incorporated into this contract in their entirety.

14. Applicable Laws and Courts

This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Kansas and any litigation with respect thereto shall be brought in the courts of the State. The vendor shall comply with all applicable federal, state and local laws, rules and regulations.

15. Ethics in Public Contracting

By submitting their proposals, vendors certify that their proposals are made withoutcollusion or fraud and that they have not offered or received any kickbacks or inducements from any other vendors, supplier, manufacturer or subcontractor in connection with their proposal, andthat they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

16. Immigration Reform and Control Act of 1986

By submitting their proposals, vendors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform andControl Act of 1986.

17. Debarment Status

By submitting their proposals, vendors certify that they are not currently debarred by the State of Kansas from submitting proposals on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

18. Antitrust

By entering into a contract, the vendor conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the State of Kansas, relating to the particular goods or services purchased or acquired by the

City under said contract.

19. Title VI Notification

The City, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Tyler Patterson, Public Works Operations Manager
DATE: September 3, 2024
RE: Kansas Department of Transportation (KDOT) Fall 2024 Cost Share Program Application Request

---

ISSUE:

The Governing Body is asked to consider and approve submitting a Kansas Department of Transportation Fall 2024 Cost Share Program Application for traffic control equipment upgrades in the amount of $554,986.00.

BACKGROUND:

The Kansas Department of Transportation (KDOT) Fall 2024 Cost Share Program provides financial assistance to local entities for transportation projects that improve safety, support job retention and growth, improve access or mobility, relieve congestion, and help areas across the state improve the transportation system.

The Cost Share program is one of KDOT's most flexible funding opportunities for communities. It allows communities to apply for assistance with a wide range of highway, local road, bridge, rail, airport, bicycle, pedestrian, and public transit projects. KDOT will fund approved cost-share projects up to $1,000,000 as long as the local community can provide the required 15 percent local cash match.

The City of Garden City has 38 traffic-controlled intersections that it is responsible for maintaining. Staff, along with PEC Engineering and Gades Traffic, has identified numerous traffic control equipment throughout the City that need updating. The estimated cost for the upgrades is $554,986.00. Staff believes that if the Governing Body authorizes staff to apply for the grant, and if the grant was to be awarded, Garden City would greatly speed up the required improvements to the traffic control system.

If the Governing Body would authorize staff to apply for the 2024 KDOT Fall Cost Share Program, the application must be submitted by September 19, 2024.

ALTERNATIVES:

1. The Governing Body may choose to authorize staff to submit a Kansas Department of Transportation Fall 2024 Cost Share Program Application for traffic control equipment upgrades in the amount of $554,986.00.
2. The Governing Body may choose not to apply for the 2024 KDOT Fall Cost Share Program.

RECOMMENDATION:

Staff recommends the Governing Body authorize staff to submit a 2024 KDOT Fall Cost Share Program application for traffic control equipment upgrades in the amount of $554,986.00.

FISCAL NOTE:

If awarded the Cost Share Grant, the funding would come from the General Fund Street Division, Maintenance Traffic Signal GL (10041421-5446). The 2025 budget includes $80,000 for the City's portion of the Cost Share Grant for the replacement of traffic control equipment needing to be updated. If the City is not awarded the grant, the budgeted funds will be used to replace as many outdated conflict monitors at different intersections as possible.

ATTACHMENTS:

2024 KDOT Cost Share

Kansas Department of Transportation

COST SHARE PROGRAM – Fall 2024

BACKGROUND	The Kansas Joint Legislative Transportation Vision Task Force recommended the Kansas Department of Transportation look at ways to leverage state funding with local and private funding for projects related to job growth and retention.
OBJECTIVE	The Cost Share Program provides financial assistance to local entities for construction projects that improve safety, leverage state funds to increase total transportation investment and help both rural and urban areas of the state improve the transportation system.
AVAILABLE FUNDING	Up to $6 million is available during the Fall 2024 round. Requested funds must be **no larger than $1,000,000 (max**). This is a construction reimbursement grant and only construction costs are eligible.
ELIGIBLE PROJECTS	Construction projects addressing important transportation needs such as promoting safety, improving access or mobility and improving condition or relieving congestion. All transportation projects are eligible, including roadway (on and off the state system), rail, airport, bicycle/pedestrian and public transit.
ELIGIBLE APPLICANTS	Projects typically will be administered by a local unit of government. Non-governmental applications also will be considered.
LOCAL MATCH	**A minimum of 15% non-state cash match is required**. Additional consideration will be given to project applications that commit more than the minimum required match amount. Funds are awarded as reimbursement at the rate of the local match (i.e. The community provided a 15% match. KDOT would reimburse at 85% until the max amount awarded is met).
REQUIREMENTS	Candidate projects should include investments providing transportation benefits and are not eligible for other KDOT programs. Candidate projects may receive additional consideration if they support economic growth or aid in the retention or recruitment of business.
SELECTION PROCESS	Applications will be accepted on an ongoing basis beginning **August 12, 2024**. General selection criteria includes: economic development, local contribution, safety, regional priority, and letting within the fiscal year it is awarded. Geographic distribution will also be considered during project selection.
HOW TO APPLY	The Cost Share Program application will be available only on the KDOT website, beginning **August 12, 2024.** All 2024 KDOT Cost Share Program applications must be completed through the online application available at http://www.ksdot.org/CostShare/CostShareProgram.asp by end of day **September 19,2024.** A sample application is available on the website to preview. Please contact Michelle Needham with any questions.
KDOT CONTACT	Michelle Needham Economic Development Programs Manager (785) 296-1939 michelle.d.needham@ks.gov

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: September 3, 2024
RE: Executive Session - Attorney/Client

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

BACKGROUND:
None.

ALTERNATIVES:
None.

RECOMMENDATION:
None.

FISCAL NOTE:
None.

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Daunte Thompson, Planner
DATE: September 3, 2024
RE: GC2024-33 Plat – Pena's Schulman Avenue Addition

ISSUE:
The Governing Body is asked to consider and approve the Pena's Schulman Avenue Addition plat.

BACKGROUND:

Palmberg Land Surveying Services, LLC is requesting to plat the Pena's Schulman Avenue Addition. The property is generally located at 2602 E. Schulman Avenue, Garden City, Kansas. The property is currently zoned "R-1" Single Family District and contains one home, one accessory structure and the property owner intends to construct another accessory structure on the southwest corner of the property. The property has not been previously platted but is a requirement before a building permit can be issued for the proposed accessory structure. The property contains +/- .80 acres.

The second submittal was presented for plat review on August 9, 2024, and met the requirements of the Zoning and Subdivision regulations.

The Planning Commission recommended approval by unanimous vote of the plat at the August 15, 2024, meeting.

ALTERNATIVES:

1. The Governing Body may approve the Pena's Schulman Avenue Addition plat.
2. The Governing Body may not approve the Pena's Schulman Avenue Addition plat.

RECOMMENDATION:
Staff recommends the Governing Body approve the plat.

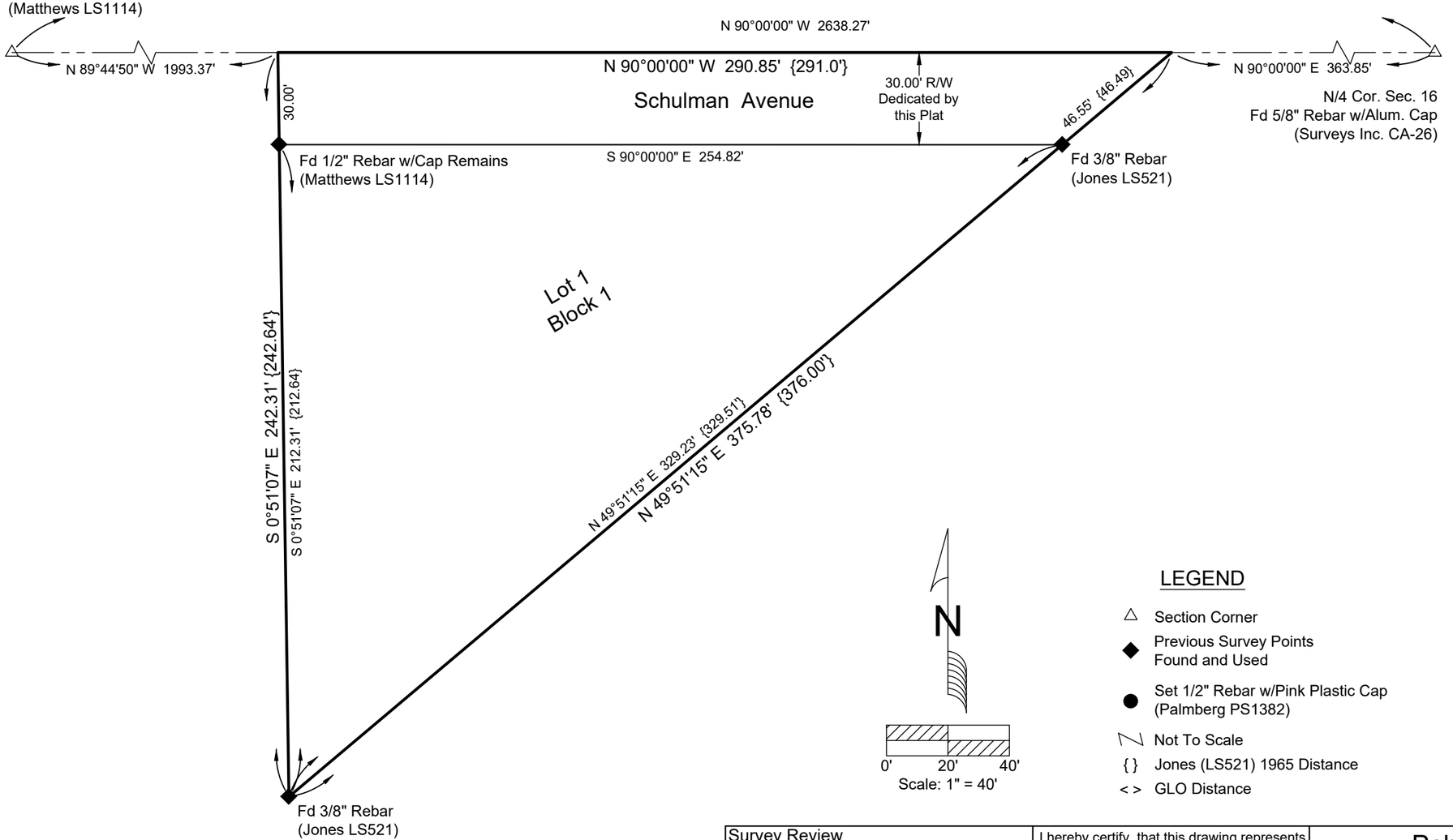
FISCAL NOTE:
None.

ATTACHMENTS:
GC2024-33 Pena's Schulman Avenue Addition plat
GC2024-33 Planning Commission Minutes Excerpt
vicinity map

Pena's Schulman Avenue Addition
A Plat in the NW/4 of Sec. 16, T24S, R32W
Garden City, Finney County, Kansas

MEETS REQUIREMENTS
City of Garden City, KS
Project Number: SPGC24-29
Approved by: SR
Date: 14Aug2024
No. of Pages: 1(PLAT) 2nd Submittal

RECEIVED
City of Garden City, KS
Project Number: SPGC24-29
Received by: SR
Date: 09Aug2024
No. of Pages: 2(PLATS) 2nd Submittal





Vicinity Map
Not to Scale

LEGEND

- △ Section Corner
- ◆ Previous Survey Points Found and Used
- ● Set 1/2" Rebar w/Pink Plastic Cap (Palmberg PS1382)
- Not To Scale
- { } Jones (LS521) 1965 Distance
- < > GLO Distance

Area Calculations

Lot 1, Block 1	0.621 Acres
Dedicated R/W	0.188 Acres
Total Acreage	0.809 Acres

Setbacks for this plat will need to be in accordanace with the "R-1" Single Family Residential Zoning District of the Garden City Zoning Regulations.

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 June 20, 2024.

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. No Improvements are shown by agreement with Client
2. Easement and Setback are Not shown by agreement with Client
3. The Basis of Bearings is the N. line of NW/4 Sec. 16, assumed to be S90°00'00" E.
4. Error of Closure: >1:190,000 0.00' @ S 15°36'38" E

Pena's Schulman Avenue Addition
A Plat in the NW/4 of Sec. 16, T24S, R32W
Garden City, Finney County, Kansas

File Name: 2024-024	Job Number: 2024-024	Date:6/20/2024

Pena's Schulman Avenue Addition
A Plat in the NW/4 of Sec. 16, T24S, R32W
Garden City, Finney County, Kansas

Legal Description of Record

A tract of land located in the Northwest Quarter (NW/4) of Section Sixteen (16), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6th P.M. in Finney County, Kansas, described as follows: Beginning at a point on the North line of Section 16, Township 24 South, Range 32 West of the 6th P.M., in Finney County, Kansas, said point being 1698.9 feet east of the northwest corner of said section, thence south at a deflection angle to the right of 89°07' a distance of 481.1 feet, thence in a northeasterly direction at an interior angle of 50°42' a distance of 745.54 feet to the north line of said section, thence west along the north line of said section at an interior angle of 40°11' a distance of 577.0 feet to the point of beginning.

Except a tract described as: Commencing at the NW Corner of Section 16, T24S, R32W of the 6th P.M., thence N 90°00'00" E on the North line of the NW Quarter of Section 16 for a distance of 1697.80' (recorded as 1698.9') to the point of beginning; thence continuing N 90°00'00" E for a distance of 285.78 feet (recorded as 286.0'), thence S. 00°51'01" E for a distance of 242.30 feet (recorded as 242.64') thence S 49°49'10" W for a distance of 369.41 feet (recorded as 369.54') thence N 00°51'01" W for a distance of 480.67 feet (recorded as 481.1') to the point of beginning.

Surveyors Boundary Description

A tract of land located in the Northwest Quarter of Section 16, Township 24 South, Range 32 West of the Sixth P.M. in Garden City, Finney County, Kansas, more fully described as follows:
Commencing at the Northwest corner of Section 16;
Thence on an assumed bearing of North 90°00'00" East, on the North liine of said Section 16, for a distance of 1993.37 feet to the Point of Beginning;
Thence on a bearing of South 0°51'07" East for a distance of 242.54 feet;
Thence on a bearing of North 49°51'15" East for a distance of 375.78 feet to said North line;
Thence on a bearing of North 90°00'00" West, on said North line, for a distance of 290.85 feet to the Point of Beginning, as prepared by Duane K. Palmberg, PS1382 on August 2, 2024.
The above described tract contains 0.809 acres, more or less, and subject to easements and rights-of-ways of record.

Owner's Certification

State of Kansas)
) ss:
County of Finney)

We, Alfredo Pena and Berta J. Pena aka Bertha J. Pena, being the owners of the property described herein, have caused the same to be surveyed and subdivided, and hereby dedicate said plat and easement.

Alfredo Pena

Berta J. Pena aka Bertha J. Pena

Notary Acknowledgment

State of Kansas)
) ss:
County of Finney)

This dedication was acknowledged before me, the undersigned officer, by Alfredo Pena and Berta J. Pena aka Bertha J. Pena, this ____day of_____ , 2024.

Notary Public for
Alfredo Pena

Notary Public for
Berta J. Pena aka Bertha J. Pena

Holcomb - Garden City - Finney County Area Planning Commission Approval

The Plat described herein has been reviewed and considered by the Holcomb - Garden City - Finney County Area Planning Commission, this ____ day of _____, 2024, and same is hereby approved for final approval.

Vicki Germann
Chairman

Trent Maxwell, Director
Neighborhood & Development Services

City of Garden City

State of Kansas)
) ss:
County of FInney)

These rights-of-ways are accepted by the Governing Body of the City of Garden City, Kansas, as shown on said plat, are hereby dedicated this ____ day of _____ , 2024.

Manuel F. Ortiz, Mayor

Attest: Celyn Hurtado,City Clerk

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. No Improvements are shown by agreement with Client
2. Easement and Setback are Not shown by agreement with Client
3. The Basis of Bearings is the N. line of NW/4 Sec. 16, assumed to be S90°00'00" E.
4. Error of Closure: >1:190,000 0.00' @ S 15°36'38" E

Pena's Schulman Avenue Addition
A Plat in the NW/4 of Sec. 16, T24S, R32W
Garden City, Finney County, Kansas

File Name: 2024-024	Job Number: 2024-024	Date:6/20/2024

MINUTES

HOLCOMB - GARDEN CITY - FINNEY COUNTY AREA
PLANNING COMMISSION

August 15, 2024

The Holcomb-Garden City-Finney County Area Wide Planning Commission scheduled a Public Hearing at 9:00 a.m. Thursday, August 15, 2024, in the City Commission Chambers at the City of Garden City Administrative Center located at 301 N 8th Street, Garden City, Kansas.

1. CALL TO ORDER

Chair Germann called to order the Area Wide Planning Commission meeting at 9:00 a.m. The following Commission members were present: Member Collins, Member Crist, Member Crockett, Member Glass, Member Michel, and Member Randall. Also present were Staff Charles, Staff Presisto, and Staff Thompson.

2. **APPROVAL OF MINUTES –** July 18, 2024

Member Randall made a motion to approve the minutes from July 18, 2024. *Member Crist* seconded the motion. Votes were taken by yeas and nays and recorded as follows:

Anliker	Collins	Crockett	Crist	Germann	Glass	Michel	Randall	Rupp
Not Present	Yea	Yea	Yea	Yea	Yea	Yea	Yea	Not Present

Motion passed.

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

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

4. GENERAL STAFF REPORT AND UPDATE

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

5. SUBMITTAL OF EXHIBITS FOR THE RECORD

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

6. NEW BUSINESS

GC2024-33: Parcel Plat- Pena's Schulman Avenue Addition

Staff Thompson- Presented staff report.

MEMBER COLLINS MADE A MOTION TO RECOMMEND APPROVAL OF PENA'S SCHULMAN AVENUE ADDITION PARCEL PLAT PER STAFF RECOMMENDATION ALTERNATIVE 1. MEMBER GLASS SECONDED THE MOTION.

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

Anliker	Collins	Crockett	Crist	Germann	Glass	Michel	Randall	Rupp
Not Present	Yea	Yea	Yea	Yea	Yea	Yea	Yea	Not Present

Motion passed.

7. ADJOURN

MEMBER GLASS MADE A MOTION TO ADJOURN. MEMBER COLLINS SECONDED THE MOTION. VOTES WERE TAKEN BY YEAS AND NAYS AND RECORDED AS FOLLOW:

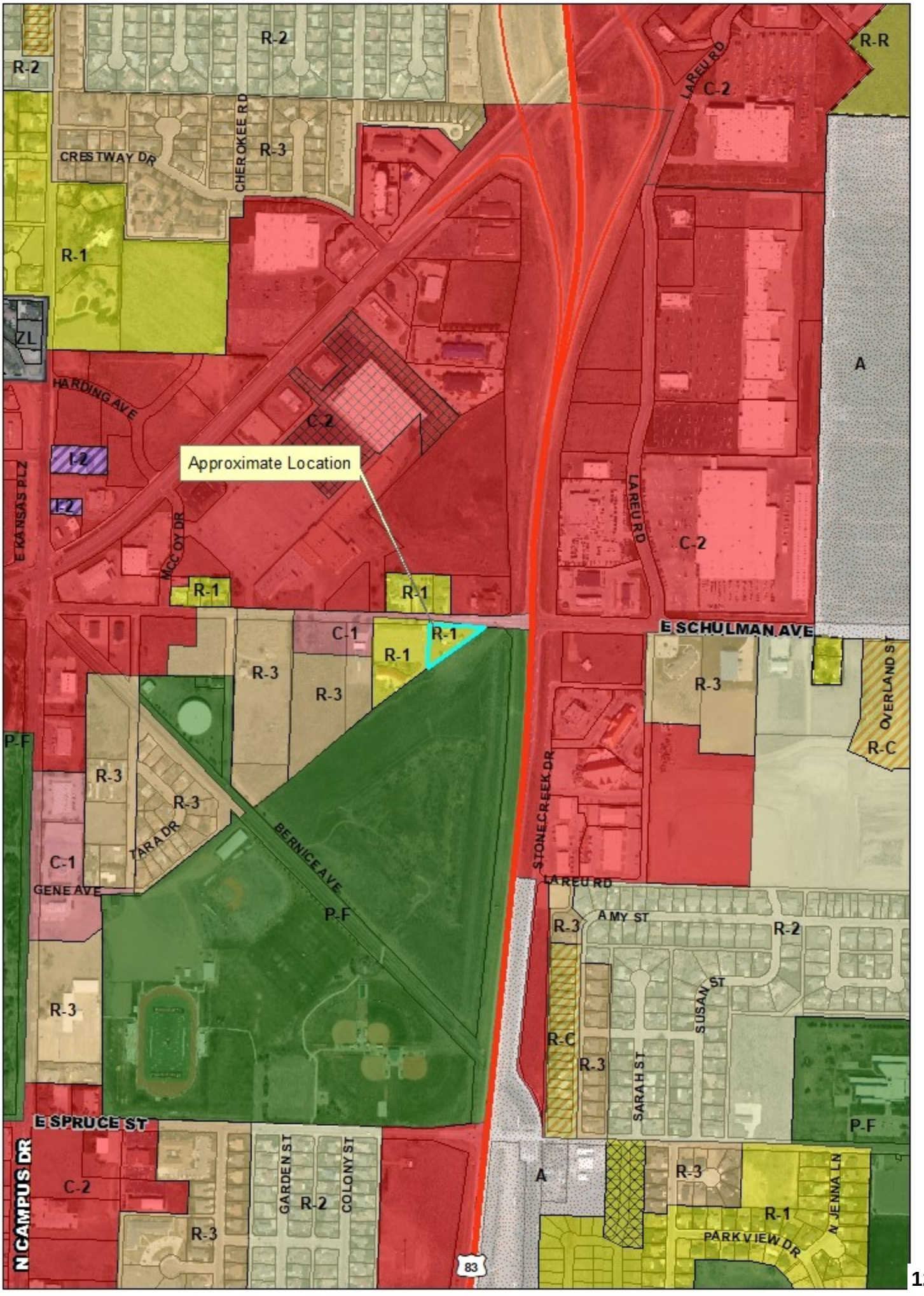
Anliker	Collins	Crockett	Crist	Germann	Glass	Michel	Randall	Rupp
Not Present	Yea	Yea	Yea	Yea	Yea	Yea	Yea	Not Present

Motion passed.

The meeting was adjourned at 9:17 A.M.

Trent Maxwell Secretary
Aleecya Charles Staff

Vicki Germann Chairman
Sean Collins Vice-Chairman



Approximate Location
R-2
R-3
R-1
R-R
C-2
C-1
ZL
I-2
A
P-F
R-C
CRESTWAY DR
CHEROKEE RD
HARDING AVE
E KANSAS PLZ
MCCOY DR
LAREU RD
E SCHULMAN AVE
OVERLAND ST
STONECREEK DR
TARA DR
BERNICE AVE
GENE AVE
AMY ST
SUSAN ST
SARAH ST
E SPRUCE ST
N CAMPUS DR
GARDEN ST
COLONY ST
N JENNA LN
PARKVIEW DR
83

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Rachelle Powell, Director of Aviation
DATE: September 3, 2024
RE: Pinky's Grilled Cheestro, LLC d/b/a Milk & Honey Lease and Operations Agreement

---

ISSUE:
The Governing Body is asked to consider and approve the Lease and Operations Agreement between the City of Garden City and Pinky's Grilled Cheestro, LLC d/b/a Milk & Honey at the Flight Deck Restaurant located at the Garden City Regional Airport.

BACKGROUND:
The City of Garden City publicly released a Request for Proposals for the Flight Deck Restaurant on July 31, 2024. Proposals were due on August 15, 2024. Pinky's Grilled Cheestro, LLC, d/b/a Milk & Honey was the sole proposal.

Pinky's Grilled Cheestro, LLC d/b/a Milk & Honey desire to lease space located in the Garden City Regional Airport terminal for the purpose of operating a restaurant. The City and tenant desire to enter into the agreement setting forth the terms and conditions within the attached Lease and Operations Agreement.

The parties acknowledge and agree that the restaurant operated by tenant shall be known as Milk & Honey at the Flight Deck Restaurant. The term of the agreement shall be year-to-year, with the term to begin on October 1, 2024. The agreement shall automatically renew each year unless either party gives written notice to terminate the agreement. The hours of operations will be from 11:00 a.m. to 7:00 p.m. Tuesday through Thursday, 11:00 a.m. to 9:00 p.m. Friday and Saturday, and 11:00 a.m. to 3:00 p.m. on Sunday.

The Airport Advisory Board reviewed the lease electronically on August 26, 2024.

ALTERNATIVES:
1. The Governing Body may approve the Lease and Operations Agreement between the City of Garden City and Pinky's Grilled Cheestro, LLC d/b/a Milk & Honey at the Flight Deck Restaurant located at the Garden City Regional Airport.
2. The Governing Body may not approve the Lease and Operations Agreement between the City of Garden City and Pinky's Grilled Cheestro, LLC d/b/a Milk & Honey at the Flight Deck Restaurant located at the Garden City Regional Airport.
3. The Governing Body may provide guidance to staff.

RECOMMENDATION:
Staff and the Airport Advisory Board recommend the Governing Body approve the Lease and

Operations Agreement between the City of Garden City and Pinky's Grilled Cheestro, LLC d/b/a Milk & Honey at the Flight Deck Restaurant located at the Garden City Regional Airport.

FISCAL NOTE:

The annual rent is allocated to the airport budget fund 56161100-3145. Rent will be $2,000 per month with the first payment due January 1, 2025. Tenant will have free rent from October 2024 - December 2024.

ATTACHMENTS:

Milk and Honey at the Flight Desk - Lease and Operations Agreement

LEASE AND OPERATIONS AGREEMENT

THIS LEASE AND OPERATIONS AGREEMENT ("Agreement") is made this _____ day of September, 2024, between the CITY OF GARDEN CITY, KANSAS, a municipal corporation ("City"), and PINKY'S GRILLED CHEESTRO, LLC d/b/a Milk & Honey at the Flight Deck, a Kansas limited liability company ("Tenant").

WITNESSETH:

WHEREAS, City is the owner of improved real property located at the Garden City Regional Airport ("GCRA"), Garden City, Finney County, Kansas; and

WHEREAS, Tenant desires to lease from City space in the GCRA, for the purpose of operating a restaurant; and

WHEREAS, City and Tenant desire to enter into this Agreement, setting forth the terms and conditions of the agreement between the parties for lease of space and operation of a restaurant.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **PREMISES.** City does hereby grant, lease, and rent to Tenant for its exclusive use and occupancy as a restaurant and food preparation kitchen, that portion of the terminal facility situated at the GCRA designed as the Flight Deck Restaurant, as more particularly detailed as the highlighted area in Exhibit A, attached hereto and incorporated herein, to be known hereafter as the Leased Premises. The parties acknowledge and agree that the restaurant operated by Tenant shall be known as Milk & Honey at the Flight Deck or Flight Deck Restaurant ("Restaurant or Leased Premises").

2. **TERM/TERMINATION.** The term of this Agreement shall be year-to-year, with the term to begin on October 1, 2024, and end on September 30, 2025. This Agreement shall automatically renew each year, unless either party gives the other party written notice of intent to terminate this Agreement not less than ninety (90) days prior to the end of the then current term.

The parties acknowledge that the Restaurant at the GCRA has been known as the Flight Deck Restaurant since the City began operation of the Restaurant. At the time of termination of this Agreement, whether by mutual agreement of the parties or otherwise, City shall have the right to use the name Flight Deck Restaurant in the continued operation of the Restaurant at the GCRA.

3. **RENT.** Tenant agrees to pay as rent for the Leased Premises the sum of Two Thousand Dollars ($2,000) per month, on or before the 10th day of each month, with the first payment due January 10, 2025. If Tenant fails to pay rent on or before the 10th of each month, a late fee of 5% of the monthly rent shall be assessed by City and due from Tenant. All payments shall be made payable to the City of Garden City, Kansas – GCRA.

Rent will be free from October 1, 2024 through December 31, 2024, conditioned upon upholding this Agreement for a full one-year period ending September 30, 2025. Should Tenant terminate this Agreement before September 30, 2025, Tenant shall owe to City Six Thousand Dollars ($6,000), the sum equal to the free rent given to Tenant from October 1, 2024 through December 31, 2024.

4. **CONDITION OF PREMISES.** Tenant has examined and knows the condition of the Leased Premises, as well as all equipment is brand new. Said equipment is more fully described in Exhibit B, attached hereto and incorporated herein. Tenant is responsible for maintaining Leased Premises and equipment in excellent condition. Tenant is responsible for replacing any damage to equipment.

5. **USE OF PREMISES.** Tenant intends to use the Leased Premises for the operation of the Restaurant. Lease of the Leased Premises by City to Tenant is expressly conditioned upon the requirement that Tenant maintain a Restaurant open to the public.

6. **HOURS OF OPERATION.** Tenant agrees to operate the Restaurant, open to the public, from 11:00 a.m. to 7:00 p.m. Tuesday through Thursday, 11:00 a.m. to 9:00 p.m. Friday and Saturday, and 11:00 a.m. to 3:00 p.m. on Sunday. Tenant shall have the option to operate the Restaurant for hours in excess of the hours set forth herein.

7. **TAXES.** Tenant shall be responsible for payment of all taxes and assessments levied against personal property owned by Tenant and located on the Leased Premises. The parties acknowledge that the Leased Premises is exempt from ad valorum taxes at the present time as owned by City; however, the parties agree that should City be compelled at a later date to pay ad valorum taxes on the Leased Premises, that such taxes shall be assessed to and paid by Tenant on a pro-rata basis as determined by the square footage leased by Tenant compared to the total square footage of the real property subject to ad valorum taxes.

8. **MAINTENANCE.** City shall be responsible for all necessary repairs to the basic structure of Leased Premises. City owns the equipment in the Restaurant; however, Tenant is responsible for the maintenance of all equipment. Tenant is responsible for damage to the Leased Premises or equipment caused by Tenant. Tenant shall replace damaged equipment. City shall not provide janitorial services or janitorial supplies.

9. **DUTIES AND RESPONSIBILITIES OF TENANT.** Tenant shall not be permitted to terminate its restaurant business during the term of this Agreement. Termination of restaurant business activity by Tenant shall be deemed to be a default and breach of this Agreement, in spite of the fact that Tenant may continue to make rent payments hereunder, and City shall have the right, without notice, to immediately terminate this Agreement if such period of termination exceeds thirty (30) days.

Tenant further agrees to the following terms and conditions in the operation of its Restaurant:

a. Store all trash and refuse in appropriate containers within the Leased Premises and to attend to the daily disposal thereof in the manner and place designated by City. Tenant shall not burn any trash or rubbish in or from the Leased Premises or anywhere else within the confines of the GCRA, nor shall Tenant operate a garbage grinder without City's prior written consent. Tenant will not dispose of any hazardous waste material on the Leased Premises or use the Leased Premises in any manner which would be in violation of state or federal environmental laws.

b. Not erect or maintain, nor permit to be erected or maintained, at its place of business in the GCRA, any signs, advertisements, notices, or other lettering, without obtaining in advance the prior written consent and approval of the GCRA Director of Aviation.

c. Maintain the Leased Premises in a clean, safe, and sanitary condition and free of insects, rodents, vermin, and other pests. City agrees to have the Leased Premises serviced by a pest exterminator at such intervals as City may reasonably require, and City will be financially responsible for paying for these services.

d. Receive and deliver goods and merchandise only in the manner and in such areas as may be designated by City.

e. Not perform any act or carry out any practice which may injure the Leased Premises or any part of the GCRA, or cause any offensive odors or loud noise, or constitute a nuisance to any other tenant, airline passengers, or the general public in the airport terminal.

f. Conform to and comply with any and all laws, rules, regulations and operating standards which have been or which may be hereafter adopted by any governmental authority having jurisdiction, including City, and the GCRA Director of Aviation. Tenant further agrees to procure and maintain all permits and licenses, pay all charges, fees and taxes, and give all notices required by law.

g. Not use the plumbing facilities for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein. The expense of any breakage, stoppage, or damage to plumbing facilities or the sewer system, shall be borne by Tenant, if Tenant, or its employees, agents or invitees shall have caused such problems.

h. Keep the Leased Premises in such condition and repair so as to enable it to pass any City, Finney County, or State of Kansas health or restaurant inspection. If Tenant fails to run the Restaurant in a commercially reasonable and safe manner so as to fail an inspection two (2) or more times within a twelve (12) month period, City shall have the right to immediately declare this Agreement terminated by furnishing written notice to Tenant.

i. Require management and employees to work in proper attire and with good hygiene. Tenant's employees shall be clean, courteous, efficient and neat in appearance. Tenant shall not employ any person or persons in or about the Leased Premises who shall use improper language or act in a loud or boisterous or otherwise improper manner.

j. Operate the public restaurant under the name, Flight Deck Restaurant, or Milk & Honey at the Flight Deck.

k. Be responsible for all expenses, including, but not limited to, supplies, food preparation and delivery, and personnel, associated with the operation of Tenant's Restaurant.

l. Purchase any additional equipment or appliances required by Tenant in the operation of Tenant's business.

m. Maintain a competitively priced menu in the Restaurant.

n. To conform and comply with Airport Security Program regulations including, but not limited to access control in compliance with 49 CFR 1542, security threat assessment (STA), badging, escort procedures, accountability, challenging and reporting procedures. Regulations include tenants, aircraft owners and those who access the hangar. Tenant will be responsible for security violations.

o. Federal Aviation Administration (FAA) 49 CFR Parts 23 and 26 requires the Garden City Regional Airport to ensure nondiscrimination in award of airport concession contracts. The airport is required annually to report airport concession gross receipts for vending, restaurant, and car rental. The airport requires an annual report of the gross receipts for the restaurant. The annual report must cover the federal calendar year of October – September. The annual report is due to Airport Administration by December 1st of each year to ensure compliance with the Airport Concessions Disadvantage Business Enterprise (ACDBE) Program.

10. **CASUALTY INSURANCE.** City agrees to keep the structure where the Leased Premises is located insured against loss or damage for fire or other casualties. City shall not insure any property owned by Tenant, and Tenant shall not be a loss payee on any insurance policy maintained by City.

11. **INDEMNIFICATION.** Tenant shall keep, protect and save harmless City from any loss, cost, claim, judgment or experience of any sort or nature, and from any liability to any person, on account of any injury, damage or death to any person or property arising out of any use of the Leased Premises by Tenant, its agents, or employees.

12. **INSURANCE.** Tenant agrees to procure and maintain a comprehensive liability insurance policy covering bodily injury and property damage in an amount not less than One Million Dollars ($1,000,000.00) per person and One Million Dollars ($1,000,000.00) per occurrence, with City named as an additional loss

payee/insured. Tenant shall also maintain workers compensation insurance for its employees and agents as required by Kansas law. Tenant acknowledges and agrees that it, its agents, or employees are not employees of City. Tenant shall annually provide proof of required insurance to City.

13. **ALTERATIONS.** Tenant shall not make any material or substantial alterations or additions to the Leased Premises without the prior written consent of City. All fixtures, additions or improvements in or upon the Leased Premises, made by either party, shall become the property of City and shall remain upon, and be surrendered with, the Leased Premises as a part thereof, at the expiration or sooner termination of this Agreement. City shall share in the expense of any remodeling or alteration of the Leased Premises required by the intended use of the Leased Premises by Tenant, subject to approval of any required expenditure of public funds, by the Governing Body of City.

14. **LIENS AND ENCUMBRANCES.** Tenant agrees at all times to keep the Leased Premises free from liens and encumbrances of whatever kind or nature arising from, or predicated upon, materials furnished or work or labor performed upon the Leased Premises, at Tenant's request.

15. **UTILITIES.** City shall furnish all utilities used on the Leased Premises, to include gas, electricity, and water, with the exception that Tenant shall be responsible for all charges for cable TV, telephone service or internet service.

16. **DAMAGE BY FIRE OR OTHER CASUALTY.** Tenant shall use every precaution against fire and shall, in case of fire or other casualty for which Tenant is not under an obligation to repair, immediately notify City, who shall, unless the Leased Premises be so damaged that City shall decide not to repair or rebuild, thereupon cause the damage to be promptly repaired. If the Leased Premises are so destroyed or damaged so that City decides not to repair or rebuild, either temporarily or permanently, then the term of this Agreement shall cease as of the date upon which the casualty occurred, with no further obligation of either party hereunder to recognize this Agreement.

17. **CONSTRUCTION PROJECTS.** Tenant acknowledges that from time-to-time construction projects for improvement of GCRA shall be commenced which may interfere with the operation of Tenant's business. City agrees to take all available steps to minimize inconvenience and loss of business to Tenant.

18. **RIGHT TO INSPECT.** City hereby reserves, and Tenant hereby accords to City, the right, personally or through any representative of City's choice, to enter upon and to inspect the Leased Premises, at any and all reasonable times, for the purpose of inspecting the Leased Premises.

19. **DEFAULT.** This Agreement is made upon the express condition that if Tenant fails to pay the rent specified in paragraph 3 above, after the same shall become due and such failure shall continue for a period of thirty (30) days after written notice thereof from City to Tenant, or if Tenant fails or neglects to perform or observe any of Tenant's other obligations hereunder and such failure and neglect shall continue for thirty (30) days after written notice to Tenant from City, City at any time thereafter, by written notice to Tenant, may lawfully declare the termination of this Agreement and re-enter the Leased Premises or any part thereof. City shall have the right to remove, at Tenant's expense, any of Tenant's property left remaining in or upon the Leased Premises. City shall have the right to pursue all available remedies allowed by law, should Tenant be in default.

20. **TENANT HOLDING OVER.** In the event that Tenant shall remain in the Leased Premises after the expiration of the term of this Agreement, such holding over shall not constitute a renewal or extension of this Agreement. City may, at its option, elect to treat Tenant as one who has not been removed at the end of term, and thereupon be entitled to all the remedies against Tenant provided by law in that situation. In the alternative, City may elect, at its option, to construe such holding over as a tenancy from month-to-month, subject to all the terms and conditions of this Agreement, except as to duration thereof, and in that event, Tenant shall pay rent at the rate provided herein as effective during the last month of the Agreement.

21. **SURRENDER AND TERMINATION.** Subject to the holding over period provided in paragraph 20 above, upon expiration of this Agreement for any reason, whether by reason of expiration of the term hereof or

cancellation for default or otherwise, Tenant shall, and hereby covenants and agrees to peacefully surrender and deliver up possession of the Leased Premises to City, including all City owned equipment set forth on Exhibit B, in as good condition or repair as the same were at the inception of this Agreement, reasonable depreciation and damages from the elements excepted, including, but not limited to, the obligation to repair any and all damages caused by Tenant during the term hereof.

22. **ASSIGNMENT OR SUBLEASE.** Tenant shall not assign or sublet the Leased Premises, in whole or in part, without the prior written consent of City.

23. **FEDERAL PROVISIONS.** Tenant and City acknowledge that the provisions required by this section apply to all activities of Tenant at the airport, including those memorialized in prior contracts and leases.

a. NON-DISCRIMINATION

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

ii. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES. During the performance of this contract, Tenant, for itself, its assignees and successors in interest (hereinafter referred to as the "Company"). agrees to comply with the following non-discrimination statutes and authorities; including, but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

B. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC§ 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

D. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

E. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

F. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin. or sex);

G. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age

Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

H. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

I. The FAA's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to programs (70 Fed. Reg. 74087 (2005); and

L. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination because of sex in education programs or activities (20 USC 1681 et seq).

iii. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS. During the performance of this contract, Tenant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Company"), agrees as follows:

A. Compliance with Regulations: In all its activities within the scope of its airport program, Tenant will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

B. Nondiscrimination: Tenant, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Tenant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by Tenant for work to be performed under a subcontract, including procurements of materials, or

leases of equipment, each potential subcontractor or supplier will be notified by Tenant of Tenant's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

D. Information and Reports: Tenant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by City or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Tenant is in the exclusive possession of another who fails or refuses to furnish the information, Tenant will so certify to City or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of Tenant's noncompliance with the non-discrimination provisions of this Agreement, City will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

A. Withholding payments to Tenant under the contract until Tenant complies; and/or
B. Cancelling, terminating, or suspending a contract, in whole or in part.

F. Incorporation of Provisions: Tenant will include the provisions of paragraphs A through F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Tenant will take action with respect to any subcontract or procurement as City or the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if Tenant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Tenant may request City to enter into any litigation to protect the interests of City. In addition, Tenant may request the United States to enter into the litigation to protect the interests of the United States.

G. Limited English Proficiency. For persons with Limited English Proficiency (LEP), please contact KCAD Airport Communications Center (ACC) at 816-243-4000 for help to obtain interpreters of many different languages.

b. CLAUSES FOR CONSTRUCTION, USE, AND ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM – License, Permits, Concession on Property Improved Under AIP.

i. Tenant for itself, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) that Tenant will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

ii. With respect to leases, in the event of breach of any of the above Non-discrimination covenants, City will have the right to terminate the lease and to enter, re-enter, and

repossess said lands and facilities thereon, and hold the same as if the lease had never been made or issued.

iii. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, City will there upon revert to and vest in and become the absolute property of City and its assigns.

c. REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM.

i. Tenant for itself, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land" that:

A. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a FAA activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Tenant will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. Reserved.

ii. With respect to leases in the event of breach of any of the above Nondiscrimination covenants, City will have the right to terminate the lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the lease had never been made or issued.

iii. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, City will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of City and its assigns.

d. SUBORDINATION. This Agreement shall be subordinate to the provisions of any existing and future agreements between City and the United States of America, the State of Kansas, and City, their boards, agencies, or commissions, relative to the operation or maintenance of the GCRA, the execution of which has been or will be required as a condition to the expenditure of federal, state, or city funds or the issuance of bonds for the development of the GCRA.

24. **ACCESSIBILITY FOR HANDICAPPED.**

a. City shall be responsible for maintaining the GCRA facilities and services in a manner which complies with obligations under 14 CFR, Part 382, Nondiscrimination on the Basis of Handicap in Air Travel, under the Uniform Federal Accessibility Standards (UFAS), or substantially equivalent standards; under 49 CFR, Part 27, Nondiscrimination on the Basis of Handicap in

Programs and Activities Receiving or Benefiting from Federal Financial Assistance; and under 42

U.S.C.S. §§12101, *et seq.*, The Americans with Disability Act of 1990, or a substantially equivalent standard.

b. All the GCRA terminal facilities designed, constructed, or altered shall be accessible to handicapped persons. City shall be responsible for the cost of all alterations or improvements necessary to meet the requirements of the statutes and regulations cited above and other relevant Federal, State, or local laws, statutes and ordinances that relate to handicapped accessibility standards.

25. **OBSTRUCTIONS.** City reserves the right to take any action it may deem necessary to protect aerial approaches of the GCRA against obstructions, together with the right to prevent Tenant from erecting, or permitting to be erected, any building or any other structure on the Leased Premises which, in the opinion of City, will limit the usefulness of the GCRA or constitute a hazard to the safe operation of the GCRA facilities. Tenant, and its successors and assigns will complete a Federal Aviation Administration (FAA) Form 7460-1, Notice of Proposed Construction or Alteration, and receive a favorable determination from the FAA prior to any construction on the GCRA which it may desire to undertake, and for which it has received City's prior written approval.

26. **NONDISCRIMINATION IN EMPLOYMENT OPPORTUNITIES.** Tenant assures that it will comply with pertinent federal and state statutes, executive orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be discriminated against in any employment opportunity with Tenant.

27. **ALCOHOLIC BEVERAGES.** City grants consent to Tenant to sell and allow consumption of alcoholic beverages in the Leased Premises, as may be lawfully allowed by City ordinance or state statute. Tenant shall be responsible for obtaining any licenses required to sell and allow consumption of alcoholic beverages.

28. **EMERGENCY/DISASTER.** Should a local, state of federal emergency or disaster occur or be declared, requiring use of the GCRA by Kansas Department of Emergency Management, or any similar federal agency, Tenant agrees to cooperate with, and follow all directives of, City for the use of the Leased Premises during the period of the emergency or disaster.

29. **JOINT/SEVERAL LIABILITY.** Alysia and Emmanuel Guzman shall be jointly and severally liable for all obligations and responsibilities of Tenant under this Agreement.

30. **PRIOR AGREEMENTS.** This Agreement shall supersede and replace all previous agreements for lease of the Leased Premises, whether by Tenant, or any other individual or entity.

31. **GENERAL COVENANTS.**

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

(1) If to City:
GCRA Director of Aviation
City of Garden City
2225 South Air Service Road, Suite 112
Garden City, Kansas 67846
Telephone: (620) 276-1160

(2) If to Tenant:
Candice and Jose Rodriguez
P.O. Box 631
Garden City, Kansas 67846
Telephone: (620) 202-1451

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

b. This instrument incorporates all of the obligations, agreements and understandings of the parties hereto and there are no oral agreements or understandings between the parties hereto concerning the property covered by this Lease 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, and 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 have entered into this Agreement the day and year first above written, in multi-part, each of which shall constitute an original.

CITY OF GARDEN CITY, KANSAS

By_____
MANUEL F. ORTIZ, Mayor

ATTEST:

_____
Celyn N. Hurtado, City Clerk

PINKY'S GRILLED CHEESTRO, LLC
d/b/a Milk & Honey at the Flight Deck

By_____
CANDICE RODRIGUEZ

By_____
JOSE RODRIGUEZ

GARDEN CITY
— KANSAS —

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Rachelle Powell, Director of Aviation
DATE: September 3, 2024
RE: American Airlines Lease Agreement

ISSUE:
The Governing Body is asked to consider and approve the Lease Agreement between the City of Garden City and American Airlines Inc., a Delaware corporation, for space located at the Garden City Regional Airport.

BACKGROUND:
American Airlines Inc., desires to lease space located in the Garden City Regional Airport terminal. The City and tenant desire to enter into the attached lease agreement setting forth the terms and conditions. Both parties desired to update and acknowledge contractual provisions required by the Federal Aviation Administration applicable to all actives at the airport.

American Airlines Inc. will lease a total of 1,902 square feet to include office space, baggage garages and ticket counter space. The term of the agreement is for a period of five years with an automatic renewal unless either party gives written notice to terminate.

ALTERNATIVES:
1. The Governing Body may approve the Lease Agreement between the City of Garden City and American Airlines Inc., a Delaware corporation, for space located at the Garden City Regional Airport.
2. The Governing Body may not approve the Lease Agreement between the City of Garden City and American Airlines Inc., a Delaware corporation, for space located at the Garden City Regional Airport.
3. The Governing Body may provide guidance to staff.

RECOMMENDATION:
Staff recommends the Governing Body approve the Lease Agreement between the City of Garden City and American Airlines Inc., a Delaware corporation, for space located at the Garden City Regional Airport.

FISCAL NOTE:
The annual rent is allocated to the airport budget 56161100-3144. Rent for space is $2,377.50 per month with the first payment due August 1, 2024.

The tenant will also pay landing fees based on the aircraft landing at the airport. Aircraft over 60,000 pounds pay $1 per one thousand pounds of maximum gross aircraft weight. Aircraft between 12,500

pounds and 59,000 pounds pay $.40 per one thousand pounds of maximum gross aircraft weight. Landing fees are paid monthly and allocated to the airport budget 56161100-3143.

ATTACHMENTS:

GCK American Airlines Lease Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT (Agreement) is made this 3rd day of September 2024, by and between CITY OF GARDEN CITY, KANSAS, a municipal corporation (City), and AMERICAN AIRLINES, INC., a Delaware corporation (Tenant).

WITNESSETH:

WHEREAS, City owns and operates the Garden City Regional Airport (GCRA), Garden City, Finney County, Kansas; and

WHEREAS, Tenant desires to lease from City space in the GCRA terminal building; and

WHEREAS, City and Tenant desire to enter into a written agreement setting forth the terms and conditions of the agreement between the parties; and

WHEREAS, City and Tenant desire to update and acknowledge contractual provisions required by the Federal Aviation Administration applicable to all activities on GCRA, a federally obligated airport.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **PREMISES.** City does hereby grant, lease, and rent to Tenant for its use and occupancy, space located in the GCRA terminal building, described as follows, and as detailed as the highlighted area in Exhibit A attached hereto and incorporated herein (Leased Premises):

The Leased Premises shall consist of office space of 1,902 square feet, including the following:

- Room 170.1 – ATO Office – 79 square feet
- Room 106.1 – ATO Open Office – 178 square feet
- Outbound Baggage Area – 974 square feet
- Inbound Baggage Area – 529 square feet
- Ticket Counter Area – 142 square feet

Tenant has inspected the Leased Premises and by execution of this Agreement accepts the Leased Premises in its present condition.

2. **TERM.** The term of this Agreement shall be for a period of five (5) years, to commence on June 1, 2024, and end on May 31, 2029. The term shall automatically renew in additional five (5) year terms, unless either party gives the other party written notice of intent to terminate this Agreement not less than ninety (90) days prior to the end of the then current term. Tenant shall further have the right to terminate this Agreement, without cause or penalty, upon ninety (90) days' written notice to City without regard to the termination date set forth in this Agreement or as may arise as the result of automatic renewals.

3. **RENT.** Tenant shall pay to City as rent for the Leased Premises the annual amount of Twenty-eight Thousand Five Hundred Thirty Dollars ($28,530.00) payable in monthly installments of Two Thousand Three Hundred Seventy-seven and 50/100 Dollars ($2,377.50). In the event this Agreement automatically renews for a new 5-year term, City may increase the rent after giving written notice of at least one hundred twenty (120) days before the end of the current term. All rent shall be due and payable on or before the 1st day of each month, with the first rent due on August 1, 2024. All rent payments shall be made to the City of Garden City, Kansas – GCRA.

4. **LANDING FEE.** Tenant shall pay to City a landing fee of One Dollar ($1) per one thousand (1,000) pounds of maximum gross aircraft weight over sixty thousand (60,000) pounds for each of Tenant's aircraft that lands at the GCRA. Commercial aircraft weighing between twelve thousand five hundred (12,500) pounds and fifty-nine thousand nine hundred ninety-nine (59,999) pounds shall pay a landing fee of Forty Cents ($0.40) per thousand pounds of maximum gross aircraft weight. Tenant shall pay the landing fee on a monthly basis, based upon aircraft landings for the previous month.

5. **USE OF PREMISES AND COUNTER SPACE.** Tenant intends to use the Leased Premises for the operation of an air carrier business.

6. **DUTIES AND RESPONSIBILITIES OF TENANT.** Tenant agrees to the following terms and conditions in the operation of its business:

(a) To operate in a safe and environmentally responsible manner and comply with applicability federal regulations, such as applicable federal regulations requiring Stormwater Pollution Prevention Plans and Spill Prevention, Control and Countermeasures Plans.

(b) To use commercially reasonable efforts to maintain the Leased Premises in a clean, safe, and sanitary condition, free of insects, rodents, vermin, and other pests.

(c) To refrain from performing any act or carrying out any practice which may injure the Leased Premises or any part of the GCRA, or cause any offensive odors, radio interference emission, or unreasonably loud noise (the operation of Tenant's air carrier business, including the operation of aircraft and other equipment in support thereof, not constituting unreasonably loud noise), or to constitute a nuisance to any other tenants, airline passengers, or the general public in the GCRA terminal building.

(d) To conform to and comply with any and all laws, rules, and regulations which have been heretofore, and which may hereafter be adopted by any governmental authority having jurisdiction, including City, and the GCRA Advisory Board, except City shall not impose upon Tenant any rule or regulation inconsistent with the terms of this Agreement, or state or federal laws.

(e) To procure and maintain all permits and licenses, pay all charges, fees, and taxes, and give all notices required by law.

(f) To conform and comply with Airport Security Program regulations including, but not limited to, access control in compliance with 49 CFR 1542, employee Criminal History Records Checks (CHRC), authorized signatory, badging, escort procedures, accountability, challenging and reporting procedures. Regulations are applicable to employees, contractors, and subtenants of Tenant. Leaseholders will be responsible for security violations of their employees, contractors and subtenants.

(g) To conform and comply with Federal Aviation Administration (FAA) regulations including but not limited to Part 139 requirements, such as drivers training.

The parties acknowledge and agree that if Tenant fails or neglects to perform or observe any of Tenant's obligations, duties, or responsibilities as set forth above, such failure and/or neglect shall be considered material noncompliance with the terms and conditions of this Agreement and subject to paragraph 19 hereof.

7. **MAINTENANCE.** City shall be responsible for all necessary maintenance and repairs to the Leased Premises; provided, however, Tenant shall be responsible for any repairs or maintenance required due to the negligence of Tenant, its employees, or agents.

8. **UTILITIES.** City shall pay all utility charges in connection with the Leased Premises, including gas, electricity, and water. Tenant shall pay all cable, telephone, internet, or other charges incurred by Tenant.

9. **ALTERATIONS.** Tenant shall not make any material or substantial alterations or additions to the Leased Premises without the prior written consent of City. All installations, additions, or improvements in or upon the Leased Premises, made by either party, shall become the property of City and shall remain upon, and be surrendered with, the Leased Premises as a part thereof, at the expiration or sooner termination of this Agreement.

10. **TAXES.** Tenant shall be responsible for payment of all taxes and assessments levied against personal property owned by Tenant and located on the Leased Premises. The parties acknowledge that the Leased Premises is exempt from ad valorum taxes at the present time since it is owned by City; however, the parties agree that should City be compelled at a later date to pay ad valorum taxes on the Leased Premises, that such taxes shall be assessed to and paid by Tenant on a pro-rata basis as determined by the square footage leased by Tenant compared to the total square footage of the real property subject to ad valorum taxes.

11. **INSURANCE.** Tenant agrees to procure and maintain a comprehensive liability insurance policy covering bodily injury and property damage in an amount not less than Five Hundred Thousand Dollars ($500,000) per person and Five Hundred Thousand Dollars ($500,000) per occurrence, with City named as an additional loss payee/insured. Tenant shall also maintain workers' compensation insurance for its employees and agents as required by Kansas law. Tenant acknowledges and agrees that it, its agents or employees are not employees of City. Tenant shall annually provide proof of required insurance to City, or at any time requested by City. In addition, Tenant shall immediately notify City of any cancellation of required insurance and Tenant shall require its insurance carriers to mail notices of cancellation to City.

12. **CASUALTY INSURANCE.** City agrees to keep the building where the Leased Premises are located insured against loss or damage for fire or other casualties. City shall not insure any property owned by Tenant, and Tenant shall not be a loss payee on any insurance policy maintained by City. Tenant shall be responsible for insuring its personal property located on the Leased premises.

13. **INDEMNIFICATION.** Tenant shall keep, protect, and save harmless City from any loss, cost, claim, judgment or experience of any sort or nature, and from any liability to any person, on account of any injury, damage or death to any person or property (collectively, Claims) arising out of any use of the Leased Premises by Tenant, its agents, or employees; provided, however, the foregoing indemnity obligation of Tenant shall not extend to Claims arising out of the negligence or willful misconduct of City.

14. **LIENS AND ENCUMBRANCES.** Tenant covenants and agrees at all times to keep the Leased Premises free from liens and encumbrances of whatever kind or nature arising from, or predicated upon, materials furnished or work or labor performed upon the Leased Premises at Tenant's request or by Tenant's authority.

15. **DAMAGE BY FIRE OR OTHER CASUALTY.** Tenant shall notify City of any fire or other casualty affecting the Leased Premises, and City shall, unless the Leased Premises be so damaged that City shall decide not to repair or rebuild, thereupon cause the damage to be promptly repaired. If the Leased Premises are so destroyed or damaged so that City decides not to repair or rebuild, either temporarily or permanently, then the term of this Agreement shall cease as of the date upon which the

casualty occurred, with no further obligation of either party hereunder to recognize this Agreement. If City decides to rebuild or repair, then the rent during the restoration period shall abate in proportion and to the extent the Leased Premises had been rendered untenantable by said casualty.

16. **RIGHT TO INSPECT.** City hereby reserves, and Tenant hereby accords to City, the right, personally or through any representative of City's choice, to enter upon and to inspect the Leased Premises, at any and all reasonable times, for the purpose of inspecting the Leased Premises, exhibiting the same to a prospective purchaser or lessee, or otherwise for purposes of performing its obligations hereunder.

17. **TENANT HOLDING OVER.** In the event that Tenant shall remain in the Leased Premises after the expiration of the term of this Agreement without having executed a new written agreement with City, such holding over shall not constitute a renewal or extension of this Agreement. City may, at its option, elect to treat Tenant as one who has not been removed at the end of term, and thereupon be entitled to all the remedies against Tenant provided by law in that situation. In the alternative, City may elect, at its option, to construe such holding over as a tenancy from month-to-month, subject to all the terms and conditions of this Agreement, except as to duration thereof, and in that event, Tenant shall pay monthly rent in advance at the rate provided herein as effective during the last month of the Agreement.

18. **SURRENDER AND TERMINATION.** Subject to the holding over period provided in paragraph 17 above, upon expiration of this Agreement for any reason, whether by reason of expiration of the term hereof or cancellation for default or otherwise, Tenant shall, and hereby covenants and agrees to peacefully surrender and deliver up possession of the Leased Premises to City, broom-clean and in as good condition or repair as the same were at the inception of this Agreement, City's maintenance and repair obligations and the reasonable depreciation and damages from the elements excepted, including, but not limited to, the obligation to repair any and all damages caused by Tenant's removal of any trade fixtures or equipment installed by Tenant during the term hereof.

19. **DEFAULT.** This Agreement is made upon the express condition that if Tenant fails to pay the rent specified in paragraph 3 above, after the same shall become due and such failure shall continue for a period of ten (10) days after written notice thereof from City to Tenant, or if Tenant fails or neglects to perform or observe any of Tenant's other obligations hereunder and such failure and neglect shall continue for fifteen (15) days after written notice to Tenant from City, City at any time thereafter, by written notice to Tenant, may lawfully declare the termination of this Agreement and re-enter the Leased Premises or any part thereof. City shall have the right to remove, at Tenant's expense, any of Tenant's property left remaining in or upon the Leased Premises. In addition, Tenant shall remain and continue to be liable to City in a sum equal to all fixed and additional rent herein reserved for the balance of the term herein originally granted. City shall have the right to pursue all available remedies allowed by law, should Tenant be in default beyond all applicable notice and cure periods.

20. **ASSIGNMENT OR SUBLEASE.** Tenant shall not assign, sublet, or transfer this Agreement or any rights granted to Tenant herein, nor shall Tenant sell or convey this Agreement or any right herein, without the prior written consent of City.

21. **SIGNS.** Tenant shall have the right to install signs to the Leased Premises, either outside or inside, provided however, that no sign shall be installed without first obtaining written authorization from City. All signs and displays must be designed in such a fashion that they not do material damage to the Leased Premises. At the termination of this Agreement, all of Tenant's signs must be removed and all holes and damages from installing and removing such signs must be repaired at Tenant's expense. All signs and displays must conform with applicable ordinances of City.

22. **NONEXCLUSIVE RIGHT.** It is understood and agreed that nothing contained herein shall be construed to grant or authorize the granting of an exclusive right for an aeronautical activity, pursuant to the Federal Aviation Act of 1958, Section 308, and the Civil Aeronautics Act of 1938, Section 303.

23. **FEDERAL PROVISIONS.** Tenant and City acknowledge that the provisions required by this section apply to all activities of Tenant at the airport (GCRA) pursuant hereto.

(a) NON-DISCRIMINATION

(i). Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, Tenant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Tenant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

B. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC§ 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

D. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

E. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

F. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

G. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

H. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

I. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. 74087 (2005);

L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

(ii). Compliance with Nondiscrimination requirements. During the performance of this contract, Tenant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Tenant") agrees as follows:

A. Compliance with Regulations: In all its activities within the scope of its airport program, the Tenant will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

B. Nondiscrimination: The Tenant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Tenant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Tenant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Tenant of the Tenant's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

D. Information and Reports: The Tenant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Garden City or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Tenant is in the exclusive possession of another who

fails or refuses to furnish the information, the Tenant will so certify to the City of Garden City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of Tenant's noncompliance with the non-discrimination provisions of this contract, the City of Garden City will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Tenant under the contract until the Tenant complies; and/or
b. Cancelling, terminating, or suspending a contract, in whole or in part.

F. Incorporation of Provisions: The Tenant will include the provisions of paragraphs A through F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Tenant will take action with respect to any subcontract or procurement as the City of Garden City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Tenant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Tenant may request the City of Garden City to enter into any litigation to protect the interests of the City of Garden City. In addition, the Tenant may request the United States to enter into the litigation to protect the interests of the United States.

G. Limited English Proficiency. For persons with Limited English Proficiency (LEP), please contact KCAD Airport Communications Center (ACC) at 816-243-4000 for help to obtain interpreters of many different languages.

(b) CLAUSES FOR CONSTRUCTION, USE, AND ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM – LICENSE, PERMITS, CONCESSION ON PROPERTY IMPROVED UNDER AIP.

(i). The Tenant for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Tenant will use the premises in compliance with all other requirements imposed by or pursuant to the List of Non-discrimination Acts And Authorities.

(ii). With respect to leases, in the event of breach of any of the above Non-discrimination covenants, City of Garden City, Kansas, will have the right to terminate the lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

(iii). With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, City of Garden City, Kansas will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of City of Garden City, Kansas and its assigns.

(c) REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM.

(i). The Tenant for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

A. In the event facilities are constructed, maintained, or otherwise operated on the property described in this lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Tenant will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. Reserved.

(ii). With respect to leases, in the event of breach of any of the above Nondiscrimination covenants, City of Garden City, Kansas, will have the right to terminate the lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the lease had never been made or issued.

(iii). With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the City of Garden City, Kansas, will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the City of Garden City, Kansas, and its assigns.

(d) SUBORDINATION. This Agreement shall be subordinate to the provisions of any existing and future agreements between City and the United States of America, the State of Kansas, and the City of Garden City, Kansas, their boards, agencies, or commissions, relative to the operation or maintenance of the GCRA, the execution of which has been or will be required as a condition to the expenditure of federal, state, or city funds or the issuance of bonds for the development of the GCRA.

24. **ACCESSIBILITY FOR HANDICAPPED.** City will be responsible for any alterations and/or construction within the Leased Premises, which may be mandated by the Americans with Disabilities Act of 1990, 42 U.S.C.S.§ 12101, et seq., or as amended.

25. **OBSTRUCTIONS.** City reserves the right to take any action it may deem necessary to protect aerial approaches of the GCRA against obstructions, together with the right to prevent Tenant from erecting, or permitting to be erected, any building or any other structure on the Leased Premises which, in the opinion of City, will limit the usefulness of the GCRA or constitute a hazard to the safe operation of the GCRA facilities. Tenant, and its successors and assigns will complete a Federal Aviation

Administration (FAA) Form 7460-1, Notice of Proposed Construction or Alteration, as applicable, and receive a favorable determination from the FAA prior to any construction on the GCRA which it may desire to undertake, and for which it has received City's prior written approval.

26. **NONDISCRIMINATION IN EMPLOYMENT OPPORTUNITIES.** Tenant assures that it will comply with pertinent federal and state statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be discriminated against in any employment opportunity with Tenant.

27. **RESTRICTED AREAS SAFETY AND SECURITY.** Tenant will comply with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state or local governmental entity regarding airfield security. Tenant shall fully comply with applicable provisions of the Code of Federal Regulations (CFR) Title 49: Transportation. Tenant shall fully comply specifically with 49 CFR part 1540 – Civil Aviation Security; 49 CFR part 1542 – Airport Security; 49 CFR part 1544 – Aircraft Operator Security: Air Carriers and Commercial Operators pursuant to Department of Transportation (DOT) TSA CFR 49 part 1542. Tenant agrees to be bound by and follow airport security protocols and training established in accordance with the Airport Security Plan. Any access to the GCRA granted to Tenant shall not be used, enjoyed or extended to any person, entity or vehicle engaged in any activity or performing any act or furnishing any service for or on behalf of the Tenant that Tenant is not authorized to engage in or perform under this Agreement unless expressly authorized in writing by the GCRA Director in accordance with TSA CFR 49 part 1542. In the event Tenant, its officers, employees, or invitees (excluding passengers) cause or contribute to unauthorized persons or vehicles entering the air operations areas of the GCRA, or otherwise violate the Security Plan or any laws, regulations, rules, etc. governing airport security, and in addition to any other remedies available hereunder, Tenant shall be liable to City for an amount equal to any civil penalty imposed on City for such violations and hereby agrees to indemnify City for any such federal civil penalties, provided City shall promptly notify Tenant in writing of any claimed violations so as to permit Tenant an opportunity to participate in any investigation or proceedings.

28. **STRICT COMPLIANCE WITH LAWS.** Tenant agrees to observe and obey, during the term of this Agreement, any and all laws, ordinances, rules, and regulations which have been or may be enacted or promulgated by the United States, Federal Aviation Administration, State of Kansas, City, the GCRA Director of Aviation, the GCRA Advisory Board, or any other governmental agency or entity having jurisdiction over the GCRA; provided, however, any rules, ordinances or regulations enacted or promulgated by City, the GCRA Director of Aviation or the CGRA Advisory Board shall not be inconsistent with the express terms of this Agreement, or state or federal laws.

29. **ENVIRONMENTAL LAWS.** Tenant shall be responsible for the cleanup of all spills of fuel, chemicals, and hazardous materials caused by the acts or negligence of its employees, contractors or agents while servicing aircraft being operated by or on behalf of Tenant, under the Tenant's specific direction. All such spills shall be reported immediately to City. All cleanups for which Tenant is responsible shall be conducted in accordance with applicable state and federal laws, rules and regulations, at the sole and exclusive expense of Tenant; provided, however, that Tenant may seek contribution or indemnification from any person who caused or contributed to spill. Tenant shall follow all applicable state and federal environmental laws, rules, and regulations. Tenant shall not maintain any underground storage tanks on the Leased Premises. Tenant agrees to indemnify City for any and all damages related to hazardous materials caused by the acts or negligence of Tenant, its employees, or agents and entities acting under Tenant direct control.

Notwithstanding any other provisions in this Agreement, and in addition to any and all other requirements of this Agreement or any other covenants, representations, or warranties of Tenant, Tenant hereby expressly covenants, warrants, and represents to City, in connection with Tenant's operations under this Agreement (whether identified during the term of the Agreement or after the Agreement has terminated), at the GCRA the following:

(a) Tenant is knowledgeable of all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the protection of human health, the environment, and natural resources ("Environmental Laws") which apply to Tenant's operations at the GCRA and acknowledges that such Environmental Laws are expanded from time-to-time, and Tenant agrees that it shall be subject to any Environmental Laws, as amended from time to time, that apply to Tenant's operations at the GCRA.

(b) Tenant agrees to comply with Environmental Laws that apply to Tenant's operations. Tenant agrees to hold harmless and indemnify City for all damages or costs incurred by City to the extent required to comply with applicable Environmental Laws, resulting from any violation by Tenant of such Environmental Laws, or any non-compliance by Tenant with any permits issued to Tenant pursuant to such Environmental Laws. Those items for which the City shall be held harmless and indemnified shall include, but not be limited to, enforcement actions by a government agency requiring City to assess, abate, remediate, undertake corrective measures or monitor environmental conditions, and for any monetary penalties, costs, expenses, or damages, including natural resource damages, imposed by a governmental agency against Tenant, its employees, invitees, sublessees, suppliers, or service providers by reason of Tenant's violation or non-compliance, except to the extent the City, its elected or appointed officials, officers, employees, agents, or contractors caused or contributed to the violation or non-compliance.

(c) Tenant agrees to cooperate with any investigation, audit or inquiry by City or any governmental agency of competent jurisdiction or their designee, regarding possible violation of any Environmental Laws upon the GCRA.

(d) Tenant agrees that all remedies of City as provided herein with regard to violation of any applicable Environmental Law shall be deemed cumulative in nature and shall survive termination of this Agreement, and City agrees that all remedies of Tenant as provided herein with regard to violation of any applicable Environmental Law shall be deemed cumulative in nature and shall survive termination of this Agreement.

(e) Tenant agrees that a copy of any notice of violation, notice of non-compliance, or other enforcement action shall be provided to City within seven (7) days of receipt by Tenant or Tenant's agent at the address provided for such notices. Any violation or notice of violation or non-compliance with applicable Environmental Law shall be grounds for serving a notice of default on Tenant under this Agreement. Such default may be cured within thirty (30) days of receipt of notice of default from City, or such longer period as may be required to effect a cure provided Tenant commences a cure within said thirty (30) days and thereafter diligently prosecutes the cure to completion. Any such default that is not cured shall be grounds for termination of this Agreement provided Airport provides notice at least seven (7) days before any such default takes effect.

(f) In entering this Agreement, City expressly relies on the covenants, representations and warranties of Tenant as stated herein.

(g) Should City undertake any voluntary programs designed to improve environmental conditions, including, but not limited to, solid waste recycling programs, clean-fuel vehicle programs, etc., Tenant agrees to undertake a good faith review of the program and attempt to participate to the extent, in Tenant's sole discretion not unreasonably withheld, such participation is commercially reasonable. Should any such programs be mandated by any federal, state, or local governmental agency, Tenant agrees to comply with such mandates.

30. **GENERAL COVENANTS.**

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

(1) If to City: Director of Aviation - Garden City Regional Airport
2225 South Air Service Road, Suite 112
Garden City, Kansas 67846

(2) If to Tenant: Reshma Soni
Managing Director, Airport Affairs and Properties
American Airlines, Inc.
1 Skyview Drive, MD8E100
Fort Worth, Texas 76155
817.296.5921
Debbie.Nahas@aa.com

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

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

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

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

(e) The headings of the paragraphs of this Agreement are for convenience of reference only and shall not be considered a part of or affect the construction or interpretation of any provisions of this Agreement.

(f) In the event any provision of this Agreement shall be invalid under applicable laws, such invalid provision shall automatically be considered reformed and amended so as to conform to all applicable legal requirements, or, if such invalidity cannot be cured by reformation or amendment, the same shall be considered stricken and deleted, but in neither such event or events shall the validity or the enforceability of the remaining valid portions hereof be affected thereby.

(g) In the event either party to this Agreement seeks legal enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reimbursement for its incurred costs, including, but not limited to, reasonable attorneys' fees, filing fees and other related court costs.

(h) Whenever this Agreement calls for the consent or authorization of a party, such consent shall not be unreasonably withheld, conditioned or delayed.

[SIGNATURES OF THE PARTIES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first above written, in multi-part, each of which shall constitute an original.

CITY OF GARDEN CITY, KANSAS

By_____
MANUEL F. ORTIZ, Mayor

ATTEST:

_____
CELYN N. HURTADO, City Clerk

TENANT – AMERICAN AIRLINES, INC.

By Reshma Soni
RESHMA SONI
Managing Director, Airport Affairs and Properties
American Airlines

GARDEN CITY
— KANSAS —

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Tyler, Patterson, Public Works Operations Manager
DATE: September 3, 2024
RE: Kansas Avenue Curb Replacement Bid Approval

ISSUE:
The Governing Body is asked to consider and award the bid to Smokey Hill, L.L.C. for $83,724.25 for the replacement of curb, gutter and ADA ramp along Kansas Avenue.

BACKGROUND:
Staff has identified several concrete curb, gutter, and ADA ramp areas on Kansas Avenue, from Third Street to Main Street, that need to be replaced due to their deterioration. This work will include the removal and replacement of 173 square yards of curb and gutter, 7 square yards of sidewalk and ADA ramp, removal and replacement of storm water inlet box lid, and traffic control.

Staff solicited bids, and two were received. M & T Excavating, Garden City, KS, for $86,232.50 and Smokey Hill, L.L.C., Salina, KS, for $83,724.25.

Smokey Hill, L.L.C. is the contractor currently doing the Kansas Avenue Phase 3 Widening Project. If approved, Smokey Hill, L.L.C. will start once complete with the Kansas Avenue Widening Project and complete within twenty-five working days.

ALTERNATIVES:
1. The Governing Body may award the bid to Smokey Hill, L.L.C. for $83,724.25 for the replacement of curb, gutter and ADA ramp along Kansas Avenue.
2. The Governing Body may choose to refrain from awarding the bid to Smokey Hill, L.L.C, and re-direct staff.

RECOMMENDATION:
Staff recommends awarding the bid to Smokey Hill, L.L.C for $83,724.25 for the replacement of curb, gutter and ADA ramp along Kansas Avenue.

FISCAL NOTE:

If awarded, funds for the project will be drawn from the Special Traffic—Material Street Repair 30341102-5656 account, which has an available balance of $264,250,91.

ATTACHMENTS:
Smokey Hill
M&T

Smoky Hill, LLC
Heavy Contractors

645 E. Crawford, Suite E8
Salina, KS 67401
Tel (785) 825-1224
Fax (785) 825-7416
Equal Opportunity Employer

David Baca
City of Garden City
101 West Maple Street
Garden City, KS67846
(620) 276-1291

July 2, 2024

RE: Additional Work Request

David,
The Requested additional work pricing and scope is as follows:

All Removals	180 SY	$110.00	$19,800.00
Includes Saw Cutting Break And removal of pavements disposed at city site			
Replacement of Curb, Pavements	173 SY	$267.25	$46,234.25
Includes regrade of base w/AB-2, Drill and epoxy tie bars, expansion where required. Assumed 10" pavement patching, standard KDOT type 1 or type 2 curb as needed, Entrances assumed at 8".			
Remove & Replace Inlet Top	1 EA	$4,800.00	$4,800.00
Includes removal of existing inlet top with overflow grate, drill and epoxy new top reinforcement placement of new top, salvage and reuse existing grate.			
Sidewalk & Ramp	7 SY	$102.00	$714.00
Includes replacement of 6" sidewalk, ADA ramp with 1 KDOT approved 2' x 5' ADA dome panel.			
Traffic Control	1 LS	$12,175.00	$12,175.00
Includes approximately 6 set ups of traffic control as work progresses. Allowing access to entrances not under construction signing and delineators.			
		Total	$83,724.25

Thank you for the opportunity to quote the work.

Steve Bartholomew
Smoky Hill LLC
785-825-1224

ESTIMATE

M&T Excavation LLC
2445 CC Rider Rd
Garden City, KS 67846

trent@mtexcavation.net

Bill to
City of Garden City

Ship to
City of Garden City

Estimate details
Estimate no.: 1026
Estimate date: 08/26/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Concrete Curb**	Removal and Replacement of all patching, Curb and Gutter, and Flat work.	1	$86,232.50	$86,232.50
2.		**Services**	This quote includes all items on the Kansas Ave 3rd St west to Main St. bid email. (Also included is testing on all concrete pours and replacement of AB material where unsuitable.)	1	$0.00	$0.00

Total **$86,232.50**

Accepted date

Accepted by

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: September 3, 2024
RE: New and Renewed Contractor Licenses for September 03, 2024

ISSUE:
The Governing Body is asked to consider and approve the contractor licenses for September 03, 2024.

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

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

RECOMMENDATION:
Staff recommends the Governing Body approve the contractor licenses as presented.

FISCAL NOTE:
None.

ATTACHMENTS:
Contractor License September 03, 2024

CONTRACTOR LICENSE AGENDA
September 03, 2024

2024 NEW

CLASS E-F FIRE SPRINKLER & PROTECTION CONTRACTOR
JV Protection Inc.

CLASS E-SOC SPECIALIZED OTHER CONTRACTOR
316 Pools LLC (Pool Installer)
Chairez Handyman Services LLC (Handyman)
Danny Satterfield Drywall Corp (Framers)
Espinoza Construction (Masonry)
Jimco Sales & Mfg., Inc. (Framing)

CLASS D-E ELECTRICAL CONTRACTOR
JBG Electric, LLC DBA JBElectric

CLASS D-M MECHANICAL CONTRACTOR
Helio's HVACR Services LLC

2024 RENEWAL

CLASS D-E ELECTRICAL CONTRACTOR
Heller's Electric

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: September 3, 2024
RE: Holcomb-Garden City-Finney County Area Planning Commission July 18, 2024, Minutes

---

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

BACKGROUND:
Attached are the minutes from the July 18, 2024, Holcomb-Garden City-Finney County Area Planning Commission meeting.

ALTERNATIVES:
None.

RECOMMENDATION:

FISCAL NOTE:
None.

ATTACHMENTS:
Planning Commission Minutes-July 18, 2024

MINUTES

HOLCOMB - GARDEN CITY - FINNEY COUNTY AREA PLANNING COMMISSION

July 18, 2024

The Holcomb-Garden City-Finney County Area Wide Planning Commission scheduled a Public Hearing at 9:00 a.m. Thursday, July 18, 2024, in the City Commission Chambers at the City of Garden City Administrative Center located at 301 N 8th Street, Garden City, Kansas.

1. CALL TO ORDER

Chair Germann called to order the Area Wide Planning Commission meeting at 9:00 a.m. The following Commission members were present: Member Anliker, Member Crist, Member Crocket, Member Michel, Member Randall and Member Rupp. Also present were Staff Maxwell, Staff Presisto, and Staff Thompson.

2. APPROVAL OF MINUTES – June 20, 2024

Member Crockett made a motion to approve the minutes from June 20, 2024. *Member Anliker* seconded the motion. Votes were taken by yeas and nays and recorded as follows:

Anliker	Collins	Crockett	Crist	Germann	Glass	Michel	Randall	Rupp
Yea	Not Present	Yea	Yea	Yea	Not Present	Yea	Yea	Yea

Motion passed.

Member Glass arrived after approval of minutes.

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

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

4. GENERAL STAFF REPORT AND UPDATE

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

5. SUBMITTAL OF EXHIBITS FOR THE RECORD

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

6. NEW BUSINESS

GC2024-29: An amendment to the Garden City Zoning Regulations regarding parking requirements and any other-cross references at the request of staff.

Staff Thompson- Presented staff report.

Member Glass- So we are using the term dwelling for everything, all sorts of housing?

Staff Thompson- Yes.

Member Glass- Is that different from manufactured home versus single-family dwelling or is it still the same?

Staff Thompson- It will still have the same requirements as what is presented here, not the current.

Member Glass- What about a tri-plex?

Staff Thompson- Those would be considered a multi-family dwelling unit and will have those requirements that are listed. And same thing with the four-plex.

Member Glass- I don't know how you do a 1.7 parking space.

Staff Thompson- We'll round it up once we have the number of bedrooms, which is how we do that now.

Member Crist- Is there some sort of formula that determines that 1.7 or is that just an arbitrary formula?

Staff Thompson- The engineer from Wilson & Company used some data that did a national average of what some city's use, and it was very similar to that number and to my understanding that is where we got it from, was other cities. The information that they presented to us was kind of the general theme that we are seeing.

Member Rupp- When you researched other communities did any of them have the same requirements as we do currently? I know you said most of them were lower, but were any of them what we have now?

Staff Thompson- Not that we saw, no. Maybe some of the really smaller cities are ones that have older regulations than we have, but at least the ones that we looked at were more recent and more of the current trends.

Chair Germann- In the research that you have done do you feel like this will be adequate parking?

Staff Thompson- We think that this aligns with the current themes and will also support the increased housing numbers that we want that the City Commission has set as a goal and that is in the comprehensive plan. This is in line with what we are seeing and what the developers are proposing to us as they come in with their ideas.

MEMBER RUPP MADE A MOTION TO RECOMMEND APPROVAL OF THE AMENDMENT TO THE GARDEN CITY ZONING REGULATIONS REGARDING PARKING REQUIREMENTS AND ANY OTHER-CROSS REFERENCES PER STAFF RECOMMENDATION ALTERNATIVE 1. MEMBER CRIST SECONDED THE MOTION.

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

Anliker	Collins	Crockett	Crist	Germann	Glass	Michel	Randall	Rupp
Yea	Not Present	Yea	Yea	Yea	Yea	Yea	Yea	Yea

Motion passed.

7. COMMISSION MEMBER REPORTS

8. ADJOURN

The meeting was adjourned at 9:08 A.M.

Trent Maxwell — Secretary
Aleecya Charles — Staff

Vicki M Germann

Vicki Germann — Chairman
Sean Collins — Vice-Chairman