AGENDA
CITY COMMISSION MEETING
TUESDAY, NOVEMBER 5, 2024
1:00 PM
CITY ADMINISTRATIVE CENTER 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 City Administrative Center for a review of the legislative policies for the City and the Southwest Kansas Coalition in advance of preparing those for the 2025 state and federal legislative sessions. Particular focus will be given in the pre-meeting to possible policy positions on Transportation and Historic Preservation.. Administrative staff will be present and the pre-meeting is open to the public.

Pre-Meeting Presentation
2024 City State Legislative Agenda
2024 City Federal Legislative Agenda
2024 Southwest Kansas Coalition Legislative Agenda

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. October 15, 2024 Commission Meeting Minutes
10-15-24 City Commission Meeting 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 Matt and Michelle Steel to allow the Mayor to proclaim the City of Garden City as a Just Serve City.
Just Serve City - Proclamation

6.B. The Governing Body is asked to consider and approve a request from Lynnlea Anderson with Garden City Education Association to proclaim the week of November 18-22, 2024 as American Education Week in Garden City, Kansas.
2024 American Education Week

6.C. The Governing Body is asked to consider and approve a request from Women Impacting Public Policy and Small Business Saturday Coalition to allow the Mayor to proclaim November 30, 2024, as Small Business Saturday in the City of Garden City.
Small Business Saturday Proclamation

6.D. The Governing Body is asked to consider and approve a request from Michayla Morss with MM Fitness, to waive the sign ordinance and right-of-way restrictions to have a banner placed on the Fleming Street and Mary Street fence from November 5-10, 2024 for a 5K Turkey Trot event.
11-16-24 - MM Fitness Turkey Trot

7. REPORT OF THE CITY MANAGER

7.A. Presentation of an Update of the 2024-2025 City Commission Strategic Goals and Objectives Plan.
2024-2025 City Commission Goals Update

7.B. Presentation of the September 2024 report from the Garden City Regional Airport.
Airport September 2024 Monthly Reports

7.C. Presentation of the October 2024 Monthly Sales Tax Reports from Service and Financ
2024 Sales Tax Receipts Reports - October 2024

7.D. The City has received correspondence from Cox Communications regarding channel line-up changes.
10-04-2024 Cox Comm update

8. MEETINGS OF NOTE

8.A.
- November 5, 2024 - Election Day - 7:00 a.m. - 7:00 p.m.
- November 6, 2024 - Southwest Kansas Coalition Meeting at the Garden City Regional Airport restaurant from 5:00 p.m. to 7:00 p.m.
- November 12, 2024 - Southwest Kansas Chambers of Commerce Legislative Appreciation Dinner at Liberal Country Club at 6:00 p.m.
- November 20, 2024 - Garden City Area Chamber of Commerce Breakfast - Clarion Inn at 7:10 a.m.
- November 20, 2024 - Finney County Economic Development Corporation Board of Directors Meeting in the City Administrative Center, Chambers at 7:30 a.m.
- November 21, 2024 - Crystal Apple Awards Banquet at the Clarion Inn Conference Center at 6:30 p.m.

9. CONSIDERATION OF APPROPRIATION ORDINANCE

9.A. Appropriation Ordinance No. 2574 - 2024A

10. CONSIDERATION OF ORDINANCES AND RESOLUTIONS

10.A. The Governing Body is asked to consider and approve the attached resolution allowing Garden City to participate in the Kansas Moderate Income Housing (MIH) Grant Program for the Petra Residences - Garden City Project on behalf of Petra Investment Partners,

LLC.

1. Resolution No._____-2024, a resolution making certain findings and determinations giving authority to the City of Garden City, Kansas to partner with Petra Investment Partners, LLC to apply for and participate in the Kansas Moderate Income Housing and Kansas Housing Investor Tax Credit Programs.

Map
Resolution No. _____-2024
Notice of Application
2024 CHAT Report
Letter of Support

10.B. The Governing Body is asked to consider and approve an ordinance rezoning from "I-2" Medium Industrial District to "C-2" General Commercial District for the property generally located at 1404 W. Mary Street.

1. Ordinance No. _____ -2024 an ordinance approving the rezoning of certain land in the corporate limits of Garden City, Kansas from "I-2" Medium Industrial District to "G-2" General Commercial District; amending the zoning ordinance, zoning regulations, and district zoning map of the City of Garden City, Kansas; and repealing the current zoning ordinance, zoning regulations, and district zoning map of the same; all to the Code of Ordinances of the City of Garden City, Kansas.

Vicinity Map
Ordinance
General Information
PC Minute Excerpt

10.C. The Governing Body is asked to consider approving a resolution establishing a date and time for a public hearing regarding a Unsafe/Dangerous Structure for the property located at 2808 N. Taylor Avenue for January 7, 2025 at 1:30 p.m.

1. Resolution No. _____ - 2024 a resolution of the Governing Body of the City of Garden City, Kansas fixing a time and place at which the owner, the owner's agent, any lienholders of record, and any occupant of a structure, which is commonly known and numbered as the Dusty Trail Inn at 2808 North Taylor Plaza, Garden City, Kansas and more particularly described in the body of this resolution, may appear and show cause as to why such structure should not be condemned and ordered repaired or demolished as an unsafe or dangerous structure; and providing for the giving of notice of such hearing.

2808 N Taylor Report
Resolution

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

1. Resolution No. _____-2024, a resolution authorizing the removal of nuisance conditions from the property listed below in the City pursuant to Section 38-139 of the Code of Ordinances of the City of Garden City, Kansas (1803 Julie Street - A

refrigerator located outside on the west side of the property).
Environmental Resolution - 1803 Julie Street
Environmental Resolution Photos - 1803 Julie Street

11. OLD BUSINESS

12. NEW BUSINESS

12.A. The Governing Body is asked to consider and approve publishing a Notice of Budget Hearing for amending the 2024 Budget to reflect actual 2024 expenditures. The proposed date and time of the hearing is December 3, 2024 at 1:30 p.m.
Budget Hearing Notice - 2024 Amended Budget

12.B. The Governing Body is asked to consider and approve a Memorandum of Understanding between the City of Garden City and S&K Cinema Holdings Group, Inc. d.b.a. Icon Cinemas.
Memorandum of Understanding

12.C. The Governing Body is asked to consider and approve an agreement for Neighborhood & Development Services between the City of Garden City and Finney County.
Neighborhood and Development Services Agreement

12.D. The Governing Body is asked to consider and approve an appointment to the Public Safety Advisory Board (PSAB).
Mark Shera Cruz 9-27-24

12.E. The Governing Body is asked to consider and approve the release of a request for proposals from qualified firms to provide professional services to design and develop construction documents, produce an artistic rendering, and estimated construction budgets for three projects at Lee Richardson Zoo (bird holding/viewing building, 7th Street drive-in entrance, and wild horse and camel holding barns) and to appoint a commissioner to the selection committee.
2025 design and construct docs and budgets RFP
LRZ Design.Construct docs submittal scoring blank
Reference blank

12.F. The Governing Body is asked to consider and approve a task order (or orders) from Wilson Engineering for assistance with a grant application for a pedestrian bridge.
Task Order 1: Bypass Pedestrian Bridge RAISE Application
Task Order 2: Bypass Pedestrian Bridge NEPA Categorical Exclusion

13. CONSENT AGENDA

13.A. The Governing Body is asked to consider and approve a lease agreement with Mid-States Fitness for fitness equipment for $40,850.00.
Macrolease-City of Garden City-Parks

13.B. The Governing Body is asked to consider and approve two change orders for the Mobile Command Vehicle.

Change Order Memorandum and Details

13.C. The Governing Body is asked to consider and approve the Final Plat, Stone Creek Station Addition.

Final Plat - Stone Creek Station Addition
PC Minute Excerpts
Vicinity Map

13.D. The Governing Body is asked to consider and approve the contractor licenses for November 05, 2024.

Contractor License November 05, 2024

13.E.

The Governing Body is asked to consider and approve the US Department of Energy (DOE)/Kansas Corporation Commission (KCC) Garden City 40101d-001 Subaward Agreement.

Garden City 40101d-001 Subaward Agreement

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 minutes from the Public Safety Advisory Board meeting held on September 17, 2024.

PSAB 9.17.24

20.B. Presentation of the September 19, 2024, Holcomb-Garden City-Finney County Area Planning Commission minutes.

Planning Commission Minutes-September 19, 2024

20.C. Presentation of the Community Health Advisory Board January 18, 2024, February 13, 2024, March 12, 2024, April 9, 2024, June 11, 2024, August 13, 2024, and September 10, 2024 minutes.

CHAB January Minutes
CHAB February Minutes
CHAB March Minutes
CHAB April Minutes
CHAB June Minutes
CHAB August Minutes

CHAB September Minutes

21. ADJOURN

GARDEN CITY
— KANSAS —

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Danielle B. Burke, Assistant City Manager
DATE: November 1, 2024
RE:

ISSUE:
Pre-Meeting at 11:00 a.m. – 11:45 a.m., located at the City Administrative Center for a review of the legislative policies for the City and the Southwest Kansas Coalition in advance of preparing those for the 2025 state and federal legislative sessions. Particular focus will be given in the pre-meeting to possible policy positions on Transportation and Historic Preservation.. Administrative staff will be present and the pre-meeting is open to the public.

BACKGROUND:
Staff along with Shannon Dick, Director of Analytics, for Finney County Economic Development Corporation will present information to help inform the Governing Body on the proposed scoring matrix for Kansas Department of Transportation in preparation of establishing the 2025 City and Southwest Kansas Coalition (SKC) legislative platforms. Additionally, staff will provide an overview of proposed changes to both legislative platforms as it relates to historic preservation and the use of historic tax credits.

The 2024 City and SKC legislative policy documents have been attached for reference.

ALTERNATIVES:

RECOMMENDATION:

FISCAL NOTE:

ATTACHMENTS:
Pre-Meeting Presentation
2024 City State Legislative Agenda
2024 City Federal Legislative Agenda
2024 Southwest Kansas Coalition Legislative Agenda

City Commission Pre-Meeting

Transportation & Historic Preservation Legislative Policy

November 5, 2024

Legislative Policy Statements

Southwest Kansas Coalition

History

- Discussions began in 2007
- Lobbyist first started in 2008
- Pinegar, Smith & Associations has represented SKC since 2010
- Dodge City, Garden City, Liberal, and Hays (affiliate member)

Annual Meetings

- Review/Modify the SKC Policy Document (adopted by each Governing Body)
- Review last legislative session and highlight anticipated topics for upcoming session
- Build consensus and identify opportunities for advocacy in the upcoming year

Transportation

Highway Transportation

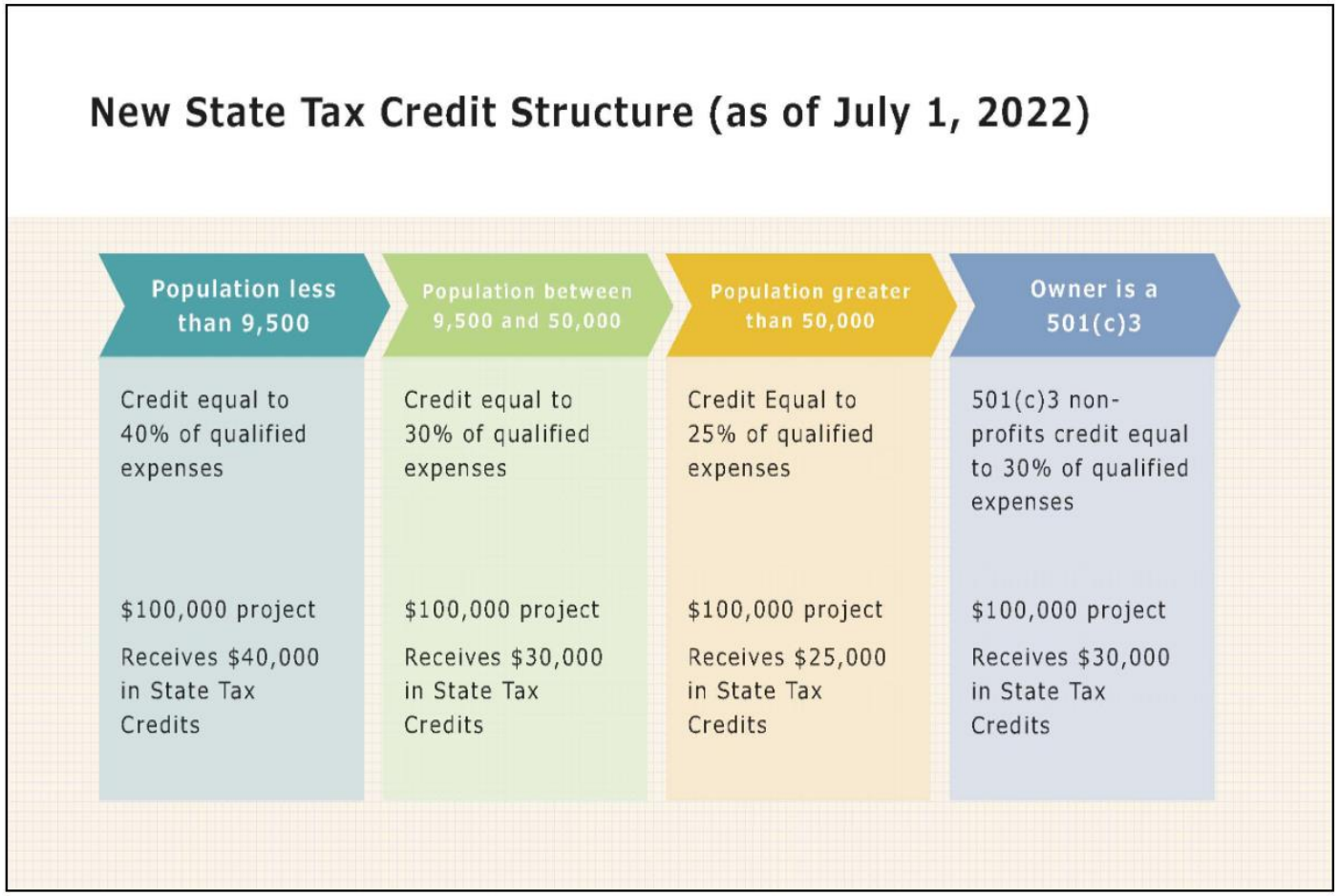
State and Federal transportation dollars should be spent on adequate and equitable transportation infrastructure in all of Kansas. Transportation infrastructure is vital to our local, state, and country's economy, individuals' safety, and our nation's defense. The City-County Highway Fund is essential to maintaining local roads and bridges and should be fully funded and not be diverted for other purposes. SKC also advocates for the planning of dividing Highways 54, 50/400, and 83, as IKE projects.

Historic Preservation

Proposed Addition:

- The Historic Tax Credit Program and Historic Preservation Grants should be maintained and enhanced to offer a forty (40) percent tax credit for cities of 50,000 or less. Such programs assist communities in maintaining and/or restoring their historic buildings and serve as a critical resource for economic development and job creation. Without such gap assistance, many if not all redevelopment plans would be impossible to fulfill. These credits and grants provide valuable private investment that preserves our historic and heritage not only for today but for future generations.

Historic Preservation (State Tax Credits)



Historic Preservation (State Grants)

Heritage Trust Fund (Competitive Grant Program)

Historic Preservation Fund (Planning Grants)

Kansas Rural Preservation (Grants for Populations less than 30,000)

Next Steps

Southwest Kansas Coalition Meeting

- Wednesday, November 6 from 5:00PM to 7:00PM
- Garden City Regional Airport, Milk & Honey Restaurant

KDOT Local Consult Stakeholder Meeting (Zoom)

- **Wednesday, November 20 from 10:00AM to 12:00PM**

Questions?

Transportation
Transportation infrastructure is critical to the safety of regional residents and travelers. Transportation infrastructure is also vital to the regional economy's maintenance and growth. Therefore, Garden City believes in the continued advocacy and funding for transportation infrastructure and maintenance in southwest Kansas.

Air Transportation
Currently, the Garden City Regional Airport is not eligible for Kansas Airport Improvement Program funding (KAIP) due to the primary airport designation. However, Garden City supports KAIP funding and opportunities to develop additional funding opportunities to expand eligibility to maintain the infrastructure of airports. Currently, the state does not offer any funding for air service development and support. Garden City values regional access to air service and would support opportunities to develop additional state funding opportunities. Traditionally, Federal funding has provided financial support for passenger air service which is vital to Southwest Kansas. For example, the Essential Air Service Program is critical to providing the region with access to multiple major international airports.

Rail Transportation
Garden City supports enhanced passenger and freight rail service in Kansas. In particular, we strongly support the continuation of Amtrak passenger rail service along the Southwest Chief line, which operates between Chicago and Los Angeles. Garden City encourages State and Federal funding to preserve this needed transportation link to access Southwest Kansas. Passenger ridership along this section of the Southwest Chief steadily increases as more Kansans take advantage of the convenience of passenger rail transportation.

Highway Transportation
Federal transportation dollars should be spent on transportation infrastructure. Transportation infrastructure is vital to our state and national economy, individual safety, and national defense. The City-County Highway Fund is essential to maintaining local roads and bridges and should be fully funded and not be diverted for other purposes. Garden City supports the continued maintenance and expansion of the transportation infrastructure in Kansas. Garden City supports the completion of the T-Works comprehensive transportation program and the IKE transportation plan, so long as there is a fair and equitable scoring of projects. Garden City encourages planning and building US-83 and US-50/400 to a divided-four lane design. Garden City also supports exploring regional transportation planning for Southwest Kansas.

STATE LEGISLATIVE AGENDA

GARDEN CITY
— KANSAS —

2024

Summary
In 2024 the City of Garden City seeks to preserve the values and funding essential to effective local governance. The 2024 Legislative Policy outlines a set of legislative issues that the City of Garden City will ask State representatives to champion. These issues ensure that core government services to Garden City residents remain intact, particularly roads, public safety, passenger rail, commercial air service, and airport infrastructure along with protection from unfunded mandates. Furthermore, the goals promote undiminished Home Rule, including the ability to adequately provide for managed growth through annexation and the proper use of eminent domain. The following agenda identifies these and other core areas of legislative importance to Garden City as well as specific items we are asking our delegation to address during the 2024 session.

Home Rule
We support self-governance by locally elected officials as provided for in the State's Constitution. To ensure the best level of service for our citizens, local governments should control their rights-of-way, have condemnation authority, be immune from tort liability, and be free to voluntarily cooperate with other public and private entities, as well as State government.

We do not support actions at the state level that erode representative democracy or local self-determination.

Eminent Domain
Eminent Domain is a fundamental municipal right. The authority to acquire property through condemnation proceeds is critical for public improvement projects. Furthermore, the use of eminent domain for economic development has long been recognized as a legitimate and beneficial use of this authority. We support the existing statutory safeguards that were enacted to protect private property interests.

Taxes
Sales/use tax revenue should be distributed to cities and counties equitably. Kansas should continue to participate in the Streamlined Sales Tax Project. Cities must be included in any discussion to change the state tax system. Any changes to the state tax system must not put an additional burden on cities. Historically, the City of Garden City has opposed the removal of sales tax exemptions for cities, but if the state considers expanding exemptions to private interest groups, the City of Garden City encourages the State to consider the removal of all sales tax exemptions as an alternative option to an expansion of exemptions.

Annexation
The ability of Garden City to plan for growth is inherent to the ultimate success of our community and Finney County. We support the ability of cities to use their annexation powers as they are currently established in state statutes. We oppose any change that limits the authority of cities to grow through annexation.

Housing
While housing needs in Southwest Kansas continue to grow, new construction lags behind expectations and demand. Garden City believes new housing construction and continued rehabilitation of existing housing stock is the best way to meet its housing demand.

Garden City strongly supports the Moderate-Income Housing (MIH) Program, an initiative funded by the State of Kansas and administered by Kansas Housing Resources Corporation (KHRC), which works to help cities and counties develop multi-family rental units, single-family for-purchase homes, and water, sewer, and street extensions in communities with populations of fewer than 60,000 people. MIH funding can also be used to finance construction costs, rehabilitate unsafe or dilapidated housing, and offer down payment and closing-cost assistance to homebuyers. Garden City encourages the State to continue providing MIH funding and also expand its financial commitment to this very important housing program.

The Rural Housing Incentive District (RHID) program offers an important avenue for both the City of Garden City and Developers for promoting residential development. Garden City supports this program and would encourage the development of other programs to help meet the residential needs of rural communities.

Childcare
The current childcare system is failing both families and communities across Kansas. The supply of childcare has been on the decline for years, disproportionately affecting certain families, including those who work nontraditional hours; live in rural communities; have an infant or toddler, or child with special needs; or are immigrants. This issue impacts economic development, employers, education, and the future of Southwest Kansas. Garden City supports changing regulations to make it easier to open safe childcare facilities and encourages the State to provide additional funding to those facilities attempting to meet the requirements and close the gap on children without childcare.

Mental Health
The need for mental health services continues to be significant throughout Southwest Kansas. Garden City supports additional funding for mental health programs including funding for community mental health centers and additional bed space for patients with mental health needs.

Water
Garden City advocates for all of its citizens to have access to clean, safe, and affordable water. We also recognize that water is a primary community and economic resource and jointly advocate for programs policies, and project funding that assist our communities in making the infrastructure investments necessary to provide access to clean, safe, and affordable water. Garden City believes that our voice on municipal water resource and use decisions at the regional, state, and federal levels will benefit both the users of our municipal water supply systems and (through conservation and use strategies with other municipal, agricultural, and industrial partners) the long-term social and economic h[illegible]h of Southwest Kansas.

Transportation

Transportation infrastructure is critical to the safety of regional residents and travelers. Transportation infrastructure is also vital to the regional economy's maintenance and growth. Therefore, Garden City believes in the continued advocacy and funding for transportation infrastructure and maintenance in southwest Kansas.

Air Transportation

Federal funding for passenger air service is vital to Southwest Kansas. The Essential Air Service Program is critical to providing the region with access to multiple major international airports. Garden City encourages continued support from the Congressional Delegation. Garden City supports increased FAA safety regulations; however, the qualifier of seat time has drastically reduced the number of qualified pilots under FAA regulations for Essential Air Service, thus resulting in canceled flights. Garden City supports incorporating qualified classroom training for commercial pilot certification to meet the increasing demand for passenger air transportation service in Southwest Kansas communities. Garden City also supports continued and uninterrupted funding of the Federal Aviation Administration and expansion of the Airport Improvement Projects for airports. Federal funding through the Airport Improvement Program is critical to maintaining the infrastructure of airports.

Rail Transportation

Garden City supports enhanced passenger and freight rail service in Kansas. In particular, we strongly support the continuation of Amtrak passenger rail service along the Southwest Chief line, which operates between Chicago and Los Angeles. Passenger ridership on the Southwest Chief steadily increases as more Kansans take advantage of the convenience of passenger rail transportation. Garden City encourages Federal funding to preserve long-distance passenger rail routes throughout the country.

Highway Transportation

Federal transportation dollars should be spent on transportation infrastructure. Transportation infrastructure is vital to our state's and country's economy, individuals' safety, and our nation's defense. Highway infrastructure is especially important in agriculture-focused regions like Southwest Kansas; therefore, Garden City encourages Federal funding to enhance highways in the area.

FEDERAL LEGISLATIVE AGENDA

GARDEN CITY
— KANSAS —

2024

Summary

In 2024 the City of GardenCity seeks to preserve its values and funding essential to effective local governance. The 2024 Legislative Policy outlines a set of legislative issues that the City of Garden City will ask Federal representatives to champion. These issues ensure that core government services to Garden City residents remain intact; particularly roads, public safety, passenger rail, commercial air service, and airport infrastructure along with protection from unfunded mandates. Furthermore, the goals promote undiminished Home Rule, including the ability to adequately provide for managed growth through annexation and the proper use of eminent domain. The following agenda identifies these and other core areas of legislative importance to Garden City as well as specific items we are asking our delegation to address during the 2024 session.

Housing

While housing needs in Southwest Kansas continue to grow, new construction lags behind expectations and demand. Garden City believes new housing construction and continued rehabilitation of existing housing stock is the best way to meet its housing demand. Garden City does not support disproportionate cuts to USDA rural development programs. Such cuts impact citizen funding for housing, which is vital to the continued prosperity of the economy in rural communities.

FEMA

The City of Garden City supports new legislation prohibiting FEMA from adding previously unmapped or any new Special Flood Hazard Areas to Flood Insurance Rate Maps without local government agency approval. In addition, we support new legislation prohibiting FEMA from using an approximate method for establishing new Special Flood Hazard Areas, particularly in developed areas of the country. The approximate method was designed by FEMA to streamline map modernizations and employs no reasonable opportunity for due process by affected property owners and local officials. New SpecialFlood Hazard Areas should only be added to the Flood Insurance Rate Maps after a detailed study and concurrence of local government.

Immigration

Immigrant and refugee labor is vital to the southwest Kansas economy. Garden City supports legal immigration. Therefore, Garden City believes the Kansas Legislature and the United States Congress should sensibly approach the immigration issue. For Garden City, a sensible approach is an approach built on three essential foundations: 1) all immigration legislation is tempered with an understanding of such legislation's economic impact for companies employing immigrants; 2) a recognition that immigrants living in Garden City require a reduction in time and distance barriers between the individual and his or her pursuance of legal status; and 3) a recognition that Garden City requires additional resources to integrate immigrants into the community.

In addition, Garden City requests that the United States Citizenship and Immigration Services (USCIS) give serious consideration to opening a field office in Southwest Kansas where services are desperately needed. To help address this issue in the meantime, we request an increase in the frequency of USCIS mobile services in Southwest Kansas as follows:

- Provide at least monthly mobile services in Southwest Kansas
- Provide full services(biometrics, interviews, etc.) during each visit.
- SKC member cities will continue to provide support staff, designated space (rent-free), and technology.
- Increased frequency of naturalization ceremonies.

Lastly, Garden City strongly believes that the United States Congress should engage to deliver bipartisan legislation that provides a permanent solution for recipients of the Deferred Action for Childhood Arrivals (DACA) program. Such legislation should include a pathway to citizenship within a reasonable time frame.

About SKC

The Cities of Dodge City, Garden City, and Liberal formed the Southwest Kansas Coalition to collectively and actively participate in issues impacting the region. SKC was formed to advocate that Southwest Kansas should be consistently and thoughtfully considered in state and federal level decisions, particularly when such decisions regard issues of importance to region residents. The City of Hays joined the organization as an associate member, as many of the issues important to SKC are important to all of western Kansas. SKC is profoundly dedicated to the principle of home rule, which is mostly simply described as local elected officials making local government decisions. The Coalition believes in rigorous discussion and collective agreement, insofar as such discussion and agreement continually result in a workable and attainable core agenda.

2024 SOUTHWEST KANSAS COALITION

LEGISLATIVE AGENDA

Annexation
The ability of cities to grow is inherent to the ultimate success of annexation powers as they are currently established in state statutes. The current statutory framework was amended in 2011 to balance the interests of cities and those in areas to be annexed. Further amendment would shift this balance in a way that would impede orderly growth. Therefore, SKC opposes any change that limits the authority of cities to grow through annexation.

Mental Health
The need for mental health services continues to be significant throughout Southwest Kansas. Therefore, the SKC supports increased funding for mental health programs including funding for community mental health centers and additional bed space for patients with mental health needs. Furthermore, additional training and support services for first responders are key to addressing these challenges on a local level to better support those on the front lines of the crisis.

Education
An adequate and stable workforce is essential to maintaining and growing the economy of southwest Kansas. Therefore, SKC believes in establishing educational opportunities for regional residents. Such opportunities include but are not limited to, specialized training programs and higher educational degree programs. To meet these educational goals, the Coalition wishes to maintain adequate funding to allow for the growth and advancement of educational programs in K-12 as well as post-secondary and graduate degrees. Additionally, SKC supports adequate funding for all Kansas Board of Regents institutions.

Southwest Kansas is the only quadrant of the state without a four-year public university. In order to bridge this gap and to provide a stronger higher education presence in our region, a University Center has been established to offer bachelor's and master's level programs to meet the demands of the workforce with an initial focus on healthcare services. Students will obtain their first two years of education and their associate's degree through one of the region's community colleges and then have the opportunity to finish their bachelor's or advanced degree through the University Center. Headquartered in Dodge City, students across the region have access to programs through a blended mixed-class format with some face-to-face classroom time in addition to web-based offerings. SKC strongly supports community colleges as they provide the opportunity to "Grow Our Own" which is extremely critical to the long-term success of our regional workforce and the state of Kansas.

Water
SKC cities advocate for all of their citizens to have access to clean, safe, and affordable water. The State of Kansas has recognized that water is protected for the use and benefit of the citizens of Kansas. Water is the preeminent natural resource that provides for the economic growth and viability of our communities. SKC supports policies that expand the use of State Revolving Loan Funds and Debt Forgiveness programs to assist communities in pursuing infrastructure investments to ensure a safe water supply that addresses quality requirements, and resiliency and improves resource conservation. SKC cities also wish to project a unified voice in water resource use decisions at the State and Federal levels. This engagement also includes involvement with River Advisory Communities (RACs) and Groundwater Management Districts (GMDs) to benefit municipal customers as partners in the rural economy through conservation and use strategies with municipal, agricultural, and industrial partners supporting the long-term social and economic health of Southwest Kansas.

Immigration
Immigrant and refugee labor is vital to the southwest Kansas economy. SKC believes in legal immigration. Therefore, SKC believes the Kansas Legislature and the United States Congress should approach the immigration issue in a sensible way. For SKC, a sensible approach is an approach built on three essential foundations: 1) all immigration legislation is tempered with an understanding of such legislation's economic impact for companies employing immigrants; 2) a recognition that immigrants living in SKC member cities require a reduction in time and distance barriers between the individual and his or her pursuance of legal status; and 3) a recognition that SKC member-cities require additional resources to integrate immigrants into the community.

In addition, the SKC requests that the United States Citizenship and Immigration Services (USCIS) give serious consideration to opening a field office in Southwest Kansas where services are desperately needed. To help address this issue in the meantime, we request an increase in the frequency of USCIS mobile services in Southwest Kansas as follows:

- Provide at least monthly mobile service visits to SKC member cities.
- Provide full services (biometrics, interviews, etc.) during each visit.
- SKC member cities will continue to provide support staff, designated space (rent-free), and technology.
- Increased frequency of naturalization ceremonies.

Lastly, the SKC strongly believes that the United States Congress should engage to deliver bipartisan legislation that provides a permanent solution for recipients of the Deferred Action for Childhood Arrivals (DACA) program. Such legislation should include a pathway to citizenship within a reasonable time frame.

Childcare
The current childcare system is failing both families and communities across Kansas. The supply of childcare has been on the decline for years, disproportionately affecting certain families, including those who work nontraditional hours; live in rural communities; have an infant or toddler, or child with special needs; or are immigrants. SKC supports creating a regulatory environment that supports rather than impedes the creation of more childcare facilities. In addition, to adapt to the regulatory environment, SKC supports additional funding to those facilities attempting to meet the requirements and close the gap between children without childcare. This issue impacts economic development, employers, and the future of our region.

Taxes
The collection of sales and use of tax legislation should not preempt state and local sales and use tax authority. Should federal legislation allow for the state imposition of such taxes, we support the distribution of those funds to cities and counties using an equitable formula. Kansas should continue to participate in the Streamlined Sales Tax Project. Cities are important partners in creating jobs, reviving the economy, delivering vital services, and providing quality of life. The Governor and Kansas Legislature should include city leaders in discussions about restructuring the Kansas tax system and any changes to avoid shifting additional financial burdens to local governments. SKC opposes the removal of sales exemptions for Kansas Municipalities. Additionally, SKC cities realize there is a large reliance on property taxes to fund local and state government. All property taxing authorities should be equally transparent and have to abide by the same limitations, restrictions, and requirements. Any additional transparency measures should not be burdensome or costly.

Transportation
Transportation infrastructure is critical to the safety of regional residents and travelers. Transportation infrastructure is also vital to the regional economy's maintenance and growth. Therefore, SKC believes in the continued advocacy and funding for transportation infrastructure and maintenance in southwest Kansas.

Air Transportation
Federal funding for passenger air service is vital to Southwest Kansas. The Essential Air Service Program is critical to providing the region with access to multiple major international airports. SKC encourages continued support from the Congressional Delegation. SKC supports increased FAA safety regulations; however, the qualifier of seat time has drastically reduced the number of qualified pilots under FAA regulations for Essential Air Service, thus resulting in canceled flights. SKC supports incorporating qualified classroom training for commercial pilot certification in order to meet the increasing demand for passenger air transportation service in Southwest Kansas communities. SKC also supports continued and uninterrupted funding of the Federal Aviation Administration and expansion of the Airport Improvement Projects for airports. Federal funding through the Airport Improvement Program is critical to maintaining the infrastructure of airports.

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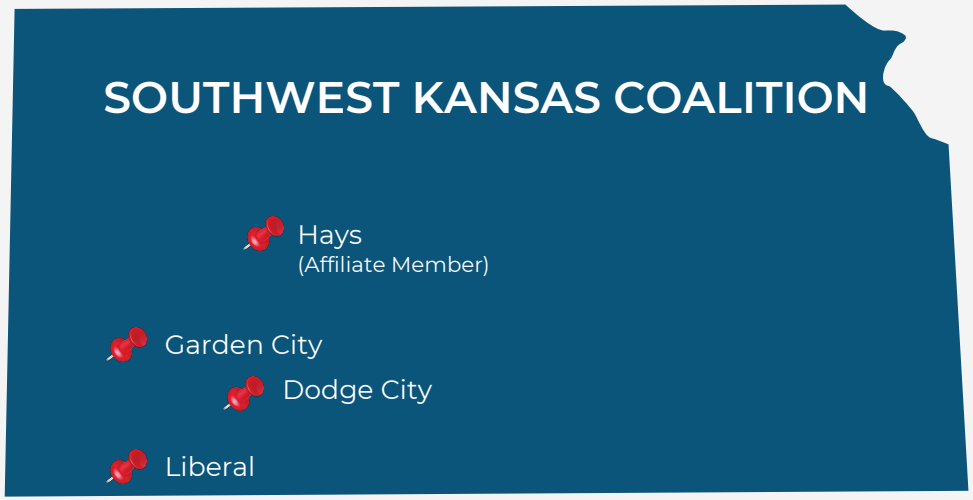
620-626-2201
Rusty.Varnado@cityofliberal.org



Rail Transportation
SKC supports enhanced passenger and freight rail service in Kansas. In particular, the Coalition strongly supports the improvement, preservation, and reinvestment of Amtrak passenger rail service along the Southwest Chief line, which operates between Chicago and Los Angeles. SKC encourages State and Federal funding to preserve this needed transportation link to access the southwestern region of the State. Passenger ridership along this section of the Southwest Chief steadily increases as more Kansans take advantage of the convenience of passenger rail transportation.

Highway Transportation
State and Federal transportation dollars should be spent on adequate and equitable transportation infrastructure in all of Kansas. Transportation infrastructure is vital to our local, state, and country's economy, individuals' safety, and our nation's defense. The City-County Highway Fund is essential to maintaining local roads and bridges and should be fully funded and not be diverted for other purposes. SKC also advocates for the planning of dividing Highways 54, 50/400, and 83, as IKE projects.

CITY COMMISSION MEETING

City of Garden City
Tuesday, October 15, 2024
1:00 PM

REGULAR MEETING CALLED TO ORDER AND CITY CLERK ANNOUNCING QUORUM PRESENT

All members were present except Commissioner Unruh.

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 October 1, 2024 Commission Meeting Minutes were approved as presented.

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

CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES

The Governing Body considered and approved a request from Beth Koksal, LiveWell Finney County Health Coalition, to allow the Mayor to proclaim the week of October 23-31, 2024 as Red Ribbon Week in Garden City, Kansas.

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

REPORT OF THE CITY MANAGER

Congratulations to Bob Zundt on receiving recognition for 40 years of service by the Kansas League of Municipalities.

Congratulations to Commissioner Cessna on being elected to serve as President for the League of Kansas Municipalities Board of Directors for 2025.

Thank you to the 2023-2024 Echelon Front Facilitators for their continued dedication and work to provide monthly leadership training to all City employees.

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

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

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

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

MEETINGS OF NOTE

- October 10-12, 2024 - League of Kansas Municipalities Annual Conference in Wichita, Kansas.
- October 16, 2024 - Garden City Area Chamber of Commerce Breakfast - City of Garden City - State of the City Address at the Clarion Inn at 7:10 a.m.
- October 19, 2024 - Boo! at the Zoo at Lee Richardson Zoo from 4:00 p.m. to 8:00
- p.m. October 23, 2024 - Kansas Municipal Electric Agency Annual Conference in Wichita, Kansas.
- October 23, 2024 - Finney County Economic Development Board Corporation Board of Directors meeting in the Chambers at the City Administrative Center at 7:30 a.m.
- November 5, 2024 - Election Day - 7:00 a.m. - 7:00 p.m.
- November 6, 2024 - Southwest Kansas Coalition Meeting at the Garden City Regional Airport restaurant from 5:00 p.m. to 7:00 p.m.
- November 12, 2024 - Southwest Kansas Chambers of Commerce Legislative Appreciation Dinner at Liberal Country Club at 6:00 p.m.
- November 21, 2024 - Crystal Apple Awards Banquet at the Clarion Inn Conference Center at 6:30 p.m.

CONSIDERATION OF APPROPRIATION ORDINANCE

Appropriation Ordinance No. 2573 - 2024A, “an appropriation ordinance making certain appropriations for certain claims in the amount of $625,834.82”, was read and considered section by section.

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

CONSIDERATION OF ORDINANCES AND RESOLUTIONS

The Governing Body considered and approved the following ordinance regarding the City's taxable general obligation bonds, Series A 2024.

1. Ordinance No. 2994-2024, an ordinance of the City of Garden City, Kansas, authorizing issuance of the City's General Obligation Bonds, Series A, 2024, in the aggregate principle amount of $8,005,000, for the purpose of financing the costs of multiple capital improvements in the City; providing for the levy and collection of an annual tax to pay the principle of and interest on the bonds; authorizing other related documents and actions; and making covenants with respect to the bonds.

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

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

The Governing Body considered and approved the following resolution regarding the City's General Obligation Bonds, Series A 2024.

1. Resolution No. 3135 - 2024, a resolution prescribing the form and details of and authorizing and directing the sale and delivery of general obligation bonds, Series A, 2024, in the total aggregate principle amount of $8,005,000, of the City of Garden City, Kansas, previously authorized by Ordinance No. 2994 - 2024 of the City; making certain covenants and agreements to provide for the payment and security thereof and authorizing related documents and actions.

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

The Governing Body considered and approved an ordinance rezoning from “G-C” General Commercial District (County zoning) to “C-2” General Commercial District (City zoning) for the property generally located at 3208 E. Mary Street, Garden City, Kansas.

1. Ordinance No. 2995 -2024 an ordinance approving the rezoning of certain land in the corporate limits of Garden City, Kansas from “G-C” General Commercial District to “C-2” General Commercial District for recently annexed property; amending the zoning ordinance, zoning regulations, and district zoning map of the City of Garden City, Kansas; and repealing the current zoning ordinance, zoning regulations, and district zoning map of the same; all to the Code of Ordinances of the City of Garden City, Kansas.

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

The Governing Body considered and approved an ordinance rezoning from "I-3" Heavy Industrial District to "G-2" General Commercial District for the property generally located at 804 E. Fulton Street, Garden City, Kansas.

1. Ordinance No. 2996 -2024 an ordinance approving the rezoning of certain land in the corporate limits of Garden City, Kansas from "I-3" Heavy Industrial District to "G-2" General Commercial District; amending the zoning ordinance, zoning regulations, and district zoning map of the City of Garden City, Kansas; and repealing the current zoning ordinance, zoning regulations, and district zoning map of the same; all to the Code of Ordinances of the City of Garden City, Kansas.

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

Commissioner Landgraf stepped down from his seat at the bench.

The Governing Body considered and approved an ordinance rezoning from "C-2" General Commercial District, "R-2" Single Family Residential District and "R-C" Condominium-Townhouse District to "C-2" General Commercial District for the property generally located at 900 Lareu and E. Schulman Avenue, Garden City, Kansas.

1. Ordinance No. 2997 -2024 an ordinance approving the rezoning of certain land in the corporate limits of Garden City, Kansas from "C-2" General Commercial District, "R-2" Single Family Residential District and "R-C" Condominium-Townhouse District to "C-2" General Commercial District; amending the zoning ordinance, zoning regulations, and district zoning map of the City of Garden City, Kansas; and repealing the current zoning ordinance, zoning regulations, and district zoning map of the same; all to the Code of Ordinances of the City of Garden City, Kansas.

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

Commissioner Landgraf returned to his seat at the bench.

The Governing Body considered and approved an ordinance rezoning from “G-C” General Commercial District (County zoning) to “C-2” General Commercial District (City zoning) for the property generally located at E. Mary Street and HWY 156, Garden City, Kansas.

1. Ordinance No. 2998 -2024 an ordinance approving the rezoning of certain land in the corporate limits of Garden City, Kansas from “G-C” General Commercial District to “C-2” General Commercial District for recently annexed property; amending the zoning ordinance, zoning regulations, and district zoning map of the City of Garden City, Kansas; and repealing the current zoning ordinance, zoning regulations, and district zoning map of the same; all to the Code of Ordinances of the City of Garden City, Kansas.

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

OLD BUSINESS

NEW BUSINESS

The Governing Body considered and approved an agreement regarding the Law Enforcement Center, Dispatching, and Jail Services between the City of Garden City and Finney County.

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

The Governing Body considered and approved accepting the 2024 Finney County Community Housing Assessment Team Report.

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

The Governing Body considered and approved a request from Jim Hash to connect a property located at 317 S. Taylor Avenue to the City Sewer System.

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

The Governing Body considered and approved a request for a 24 month extension and increased project budget of $1,000,000.00 as requested by Garden City Plaza LLC.

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

The Governing Body considered and denied a late application for the Neighborhood Revitalization Program on behalf of Petra Protect LLC for 1408 Buffalo Jones Avenue.

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

The Governing Body considered and approved the proposed strategic plan for the expenditure of Opioid Settlement Funds.

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

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

The Governing Body considered and approved a transition to utilizing the regulatory basis of accounting prescribed in the Kansas Municipal Auditing and Accounting Guide for their annual audit.

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

The Governing Body considered and approved the selection of the Garden City Electric Department as the retail provider for properties annexed pursuant in Ordinance No. 2975-2024, and WECI will continue to be compensated for the termination of its retail service rights according to state law.

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

Commissioner Nugyen moved to approve the Governing Body go into an Executive Session for 20 minutes to begin at 3:07 p.m. and end at 3:37 p.m. pursuant to K.S.A. 75-4319(b)(2) pertaining to consultation with an attorney for the body or agency which would be deemed privileged in the attorney-client relationship specifically regarding pending litigation with City Attorney Cunningham and City Manager Allen present. Commissioner Cessna seconded the motion.

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

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

Commissioner Nguyen moved to approve the Governing Body go into an Executive Session for 20 minutes to begin at 3:33 p.m. and end at 3:53 p.m. pursuant to K.S.A. 75-4319(b)(6) pertaining to preliminary discussions relating to the acquisition of real property with City Attorney Cunninham, City Manager Allen, Public Works & Utilities Director Muirhead and Water Resource Manager Jones present. Commissioner Cessna seconded the motion.

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

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

The Governing Body considered and approved Sun Sprint Engineering's bid of $67,265.00 for the Street Luminaire replacement project.

The Governing Body is considered and approved a request for the upfitting of five (5) Ford Interceptor Explorers for the Garden City Police Department (GCPD).

The Governing Body considered and approved the contractor licenses for October 15, 2024.

CITY COMMISSION REPORTS

COMMISSIONER LANDGRAF

Commissioner Landgraf stated he enjoyed the pre-meeting presentation regarding airport security. Commissioner Landgraf congratulated Bod Zundt on 40 years of service with the City of Garden City. Commissioner Landgraf stated he enjoyed attending the Kansas Legislative Policy Group annual meeting. Commissioner Landgraf reminded the community of the last day to register to vote for the 2024 general election.

COMMISSIONER NGUYEN

Commissioner Nguyen congratulated Bod Zundt on 40 years of service with the City of Garden City. Commissioner Nguyen thanked Beth Koksal, LiveWell Finney County, for requesting a proclamation for Red Ribbon Week. Commissioner Ngueyn stated he enjoyed being a keynote speaker for the Kansas Prevention Collaborative Annual Conference. Commissioner Nguyen congratulated Commissioner Cessna for being elected as the Kansas League of Municipalizes president. Commissioner Nguyen stated he enjoyed speaking to the first grade classes at Abe Hubert Elementary School about how to be good community members.

MAYOR ORTIZ

Mayor Ortiz congratulated Bod Zundt on 40 years of service with the City of Garden City. Mayor Ortiz stated he had received questions from community members and asked City Manager Allen to read and answer those questions.

COMMISSIONER UNRUH

Commissioner Unruh was absent.

COMMISSIONER CESSNA

Commissioner Cessna congratulated Bod Zundt on 40 years of service with the City of Garden City. Commissioner Cessna reminded the community of the last day to register to vote for the 2024 general election.

OTHER ENTITIES

Presentation of the Public Utilities Advisory Board meeting minutes for September 2024.

Presentation of the Traffic Advisory Committee meeting minutes for July 2024.

Presentation of the October 8, 2024 Zoo Advisory Board minutes.

ADJOURN

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Celyn Hurtado, City Clerk
DATE: November 5, 2024
RE: Just Serve City Proclamation

ISSUE:
The Governing Body is asked to consider and approve a request from Matt and Michelle Steel to allow the Mayor to proclaim the City of Garden City as a Just Serve City.

BACKGROUND:

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

RECOMMENDATION:
Staff has no recommendation.

FISCAL NOTE:
None.

ATTACHMENTS:
Just Serve City - Proclamation

PROCLAMATION

WHEREAS, we firmly believe that the values of compassion, empathy, and community support are the foundation of a united harmonious society and fosters connections that transcend differences; and

WHEREAS, the strength and prosperity of our cities, towns, and villages are based in the selflessness of its residents to serve and uplift one another; and

WHEREAS, we acknowledge the profound impact that can be achieved when we extend a helping hand to our neighbors, especially those of diverse backgrounds and lifting them up and collectively working to improve lives; and

WHEREAS, we nurture a culture of giving within our cities, emphasizing that volunteerism is not just a duty but a source of personal fulfillment and community strength; and as we work side by side with and learn from each other, mutual understanding increases, misconceptions can be corrected, and new friendships are built; and

WHEREAS, we urge all citizens to care for one another, volunteer, and engage in acts of service and kindness that contribute to our city's betterment and its inhabitants' well-being, regardless of background or belief; and

WHEREAS, the City of Garden City has joined a growing list of supporters, including the President of the National League of Cities and hundreds of leaders to date, in making a commitment to volunteerism;

NOW, THEREFORE, I, Manny Ortiz, Mayor of the City of Garden City, do hereby proclaim the City of Garden City, Kansas, as a

Just Serve City

And commits to promoting volunteerism, leveraging JustServe.org to make it easier for residents to find and engage in volunteer opportunities and will regularly acknowledge and celebrate the contributions of volunteers.

SIGNED AND SEALED this 5th day of November 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: Danielle B. Burke, Assistant City Manager
DATE: November 1, 2024
RE: American Education Week Proclamation 2024

ISSUE:
The Governing Body is asked to consider and approve a request from Lynnlea Anderson with Garden City Education Association to proclaim the week of November 18-22, 2024 as American Education Week in Garden City, Kansas.

BACKGROUND:
Ms. Anderson, President of Garden City Education Association (GCEA), has requested the City Commission proclaim November 18 - 22, 2024, American Education Week in Garden City, Kansas.

GCEA and USD #457 will be setting aside this week to honor and celebrate those involved in education the children in our community.

This proclamation is consistent with previous year requests.

ALTERNATIVES:
1. The Governing Body may approve allowing the Mayor to proclaim the week of November 18-22, 2024 as American Education Week.
2. The Governing Body may not approve the proclamation.

RECOMMENDATION:
Staff recommends the Governing Body allow the Mayor to proclaim the week of November 18-22, 2024 as American Education Week.

FISCAL NOTE:
There is no fiscal impact.

ATTACHMENTS:
2024 American Education Week

PROCLAMATION

WHEREAS, public schools are the backbone of our democracy, providing young people with the tools they need to maintain our nation's precious values of freedom, civility and equality; and

WHEREAS, by equipping young Americans with both practical skills and broader intellectual abilities, schools give them hope for, and access to, a productive future; and

WHEREAS, education employees--be they custodians or teachers, bus drivers or librarians--work tirelessly to serve our children and communities with care and professionalism; and

WHEREAS, schools are community linchpins, bringing together adults and children, educators and volunteers, business leaders, and elected officials in a common enterprise;

NOW, THEREFORE, I, Manny Ortiz, Mayor of the City of Garden City, do hereby proclaim, November 18-22, 2024, as

American Education Week

In the City of Garden City and encourage all citizens to reaffirm their commitment to improving and supporting education at all levels and translate this commitment into action by visiting our local schools.

SIGNED AND SEALED this 5th day of November 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 Hurtado, City Clerk
DATE: November 5, 2024
RE: Small Business Saturday Proclamation

ISSUE:
The Governing Body is asked to consider and approve a request from Women Impacting Public Policy and Small Business Saturday Coalition to allow the Mayor to proclaim November 30, 2024, as Small Business Saturday in the City of Garden City.

BACKGROUND:

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

RECOMMENDATION:
Staff has no recommendation.

FISCAL NOTE:
None.

ATTACHMENTS:
Small Business Saturday Proclamation

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

WHEREAS, The City of Garden City, Kansas, celebrates our local small businesses and the contributions they make to our local economy and community; and

WHEREAS, according to the United States Small Business Administration, there are 34.7 million small businesses in the United States, small businesses represent 99.7% of firms with paid employees, small businesses are responsible for 61.1% of net new jobs created since 1995, and small businesses employ 45.9% of the employees in the private sector in the United States, and

WHEREAS, 68 cents of every dollar spent at a small business in the U.S. stays in the local community and every dollar spent at small businesses creates an additional 48 cents in local business activity as a result of employees and local businesses purchasing local goods and services; and

WHEREAS, 59% of U.S. consumers aware of Small Business Saturday shopped or ate at a small, independently owned retailer or restaurant on Small Business Saturday 2023; and

WHEREAS, Garden City, Kansas, supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

WHEREAS, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

Now, Therefore, I, Mayor Manny Ortiz, Mayor of Garden City, KS, do hereby proclaim, November 30, 2024, as:

SMALL BUSINESS SATURDAY

And urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday – celebrating its 15th year in 2024 – and Shop Small throughout the year.

SIGNED AND SEALED this 5th Day of November, 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: November 5, 2024
RE: MM Fitness - Sign Request for Turkey Trot

ISSUE:
The Governing Body is asked to consider and approve a request from Michayla Morss with MM Fitness, to waive the sign ordinance and right-of-way restrictions to have a banner placed on the Fleming Street and Mary Street fence from November 5-10, 2024 for a 5K Turkey Trot 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 from November 5-10, 2024 for the Turkey Trot event.

This request is similar to other 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 from November 5-10, 2024 for the Turkey Trot event.
2. The Governing Body may deny the request.

RECOMMENDATION:
Staff has no recommendations.

FISCAL NOTE:
None.

ATTACHMENTS:
11-16-24 - MM Fitness Turkey Trot

SPECIAL EVENT REQUEST

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

Mark all that apply:

_____ Block Party
_____ Run/Walk
_____ Parade
_____ Sports Event
_____ Circus or Carnival
_____ Other

General Information:			
Application Date:	09/13/24	Date of Event: 11/16/24	
		(Applications not accepted more than 180 prior to event.)	
Name of Event:	MM FITNESS TURKEY TROT 2024	Estimated Number in Attendance: ~15(	
Address and Location of Event:	FINNEY CO ZOO	Start Time of Event including Set-up: 8	
Purpose of the Event:	5/10K	End Time of Event including clean-up:	

Event Coordinator: Michayla Morss/Timer Guys	Address/Email: mmfitnessswks@gmail.com	Phone Number: 316-201-7022
Additional Event Coordinator :	Address/Email:	Phone Number:

Special Event Requests subject to staff approval and availability of resources. Fees may apply.		
*Stevens Park Reservations (below in gray shaded area)		
1. Request access to Concession Area?	**No**	Deposit is required for key and key must be picked up between 8 a.m. - 4 p.m. at Parks Department. Concession area has 7 poly-karts (trash containers) for event use.
2. Request access to electricity in the Bandshell?	**Yes**	A request to waive the City's noise ordinance is required. Speakers and mic equipment are the responsibility of the event coordinator to provide.
For All Special Events:		
3. Is this a fundraiser for a non-profit or not-for-profit?	**No**	
4. Will money be charged/collected to attend this event?	**Yes**	
4. Request for extra poly-karts (trash containers)?	**No**	Event Coordinators responsible for emptying poly-karts in dumpsters during event.
5. Request for an extra dumpster pickup during event?	**No**	Event Coordinators are responsible for making a clear and safe path for Solid Waste drivers to make an extra dumpster pickup.
5a. Describe when extra pickup is requested and how many extra pickups?		
6. Request for electricity access?	**Yes**	Please describe need: Speakers/mic
7. Will there be amplified sound?	**Yes**	A request to the City Commission to waive the City's noise ordinance is required. Speakers and mic equipment are the responsibility of the event coordinator to provide. Examples: Live band, DJ, large speakers
8. Will there be Food Trucks or Vendors?	**No**	Event Coordinator is responsible for confirming all local and state permits are in compliance.
9. Will alcoholic beverages be sold or served?	**No**	A request to the City Commission to waive the City's alcoholic liquor and cereal malt beverage ordinance is required.
9a. Who will aquire City and State required licenses?		Michayla Morss
10. Request to close or barricade streets/intersections?	**No**	Event Coordinators responsible for picking up and dropping off barricades at the Public Works offices.

10a. List streets/intersections requested to be closed or barricaded:		
11. Request to have inflatables?	**Yes**	No inflatables are allowed in City parks. Event Coordinators must provide insurance and state certification for any inflatable set on sidewalks or street.
12. Request to have tents?	**Yes**	**might not need them.
13. Request to place signs for marketing event?	**Yes**	A request to the City Commission to waive the City's sign ordiance is required. The City has four set areas to place banners.
14. Request for a Run/Walk?	**Yes**	Event Coordinator must provide a map and requested route with this request.
15. Request for a Parade?	**No**	Event Coordinator must provide a completed Parade application and map of requested route.
16. Have you arranged for security at the event?	**No**	If the event is expected to have more than 100 attendees, a security plan must be attached and approved by Garden City Police Department.
17. Will there be a First Aid station?	**Yes**	
Additional Information regarding any of the above requests.	Timer Guys will be taking care of the inflatable arch way, timing, event running, etc.	

Applicant Name:	Michayla Morss	Date:	9/13/2024

For Staff Approval only:

Electric Department		Parks and Recreation		Street/Traffic	
Fire Department		Police Department		Zoo	
Neighborhood & Development		Solid Waste		Downtown Vision	
City Manager		**Commission**		**Application Received**	

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

***Please note that a waiver of noise ordinance for amplified noise 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. 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.

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Staff
DATE: November 5, 2024
RE: Update of the 2024-2025 City Commission Strategic Goals and Objectives Plan

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ISSUE:
Presentation of an Update of the 2024-2025 City Commission Strategic Goals and Objectives Plan.

BACKGROUND:
Periodically, Staff presents an update of progress made on the City Commission's annual Strategic Goals and Objectives Plan. If the City Commission has comments or questions regarding the status updates on any of the items provided, they are encouraged to raise those during the Report of the City Manager portion of the regular public meeting.

ALTERNATIVES:
None.

RECOMMENDATION:
None.

FISCAL NOTE:
None.

ATTACHMENTS:
2024-2025 City Commission Goals Update

Update - 11/05/24

March 8, 2024 | Commission Retreat
2024-2025 City of Garden City
Strategic Goals and Objectives Plan

Action Step	Lead Sr. Staff Member	12-18 Month Performance Expectation	Current Status
Strategic Goal: Develop and Preserve Strong Relationships with our Community, other communities, and other levels of government			
Supporting Objectives			
Advocate for a Divided US Hwy83	CM	1. Complete SS4A Study, 2. Strengthen relationships with other US83 communities through in person and virtual meetings, 3. Include additional US83 expansion projects in KDOT's IKE Plan.	Study groups in place for SS4A project. Garden City and Scott City advocacy for future US83 design is aligned. Early "big group" US83 discussions showed some jurisdictions advocating for 3-lane, but that was through a single contract engineer representing multiple jurisdictions. Outreach trip planned for Fall of 2024 to discuss US83 and 50 improvements in the pipeline for future IKE projects. that meeting occurred on Sept. 6th (with KDOT Sec. Reed). Guidance was provided for future US50/400 project consideration.
Work with Finney County on a Law Enforcement Center solution	CM	1. Actively participate in Finney County led discussions concerning renovations to the Law Enforcement Center. 2. Investigate and propose strategies for a joint and/or GCPD-only interim station.	Participating in Finney County discussions concerning Jail solutions. There are no Finney County discussions regarding repairs to the LEC in the interim as of yet. The City Commission voted to provide notice to the County to terminate the existing LEC contract, find a temporary home, and pursue opportunities to continue sharing a joint facility with Finney County once repairs were made to the LEC or a new solutions was mutually agreed upon and executed. An RFP for a temporary Police Station was approved and released by the City Commission at the second meeting in August with proposals due back in October. Finney County has indicated that the FiCo Sheriff's Office will remain in the LEC. Interim LEC agreement approved by Finney County on October 7th and the City Commission on October 15th.
Enhance USCIS presence to provide Naturalization services	ADM	1. Continue to actively collaborate with the United States Citizenship and Immigration Services (USCIS) to advocate for establishing an Immigration Office in Garden City for naturalization services. 2. Due to limited USCIS resources, the feasibility of this project is currently constrained. In response, staff has proposed increasing USCIS mobile immigration services for Southwest Kansas to occur once per month, rotating between Garden City, Dodge City, and Liberal. 3.Staff will further cultivate relationships with local partners to initiate the implementation of the Strategic Plan for Welcoming and Integration, which aims to encourage community residents to actively pursue naturalization and cultivate inclusive communities for enhanced economic prosperity.	Staff has hosted the United States Citizenship & Immigration Services (USCIS) to provide mobile immigration services to our community during the weeks of April 22nd, July 22nd, and Oct 21st of this year. USCIS has been adhering to the proposed monthly rotation between Garden City, Dodge City, and Liberal and plans to continue this schedule in 2025, with sessions already scheduled for the weeks of January 28, April 22, and July 22. Additionally, staff has met with the District Director and Central Region Director for USCIS to advocate for establishing an immigration office in Southwest Kansas. Meetings have been held with staffers from Senator Moran's office and Representative Mann's office have further supported the establishment of a full-time field office in the area. Staff also continue monthly meetings with local partners to strengthen relationships and advance the Strategic Plan for Welcoming and Integration.

Collaborate with other communities	CM	1. Communicate with area city and county governments to share and discuss each others' needs and issues. 2. Identify opportunities for regional collaboration. 3. Propose leading strategies to the Commission for collaboration as well as strategies for continued regional intergovernmental discussions.	SS4A project has provided good regional collaboration opportunities. Progress made with Finney County on LEC, NDS, and parks/trails discussions.
More State Agency Presence	CM	1. Visit with each State Administrative Agency to learn about services and personnel deployment. 2. Identify and prioritize service shortfalls for Garden City/SWKS. 3. Work with the Governor's Office, Legislature and State agency directors to improve service delivery in prioritized areas of service shortfalls.	Contacts made with KDHE, KDOT, and KDOC since goals adopted. More meetings scheduled for fall 2024. Meeting with Secretary Reed on September 6th - discussed IKE project scoring, US83 corridor and including US50/400 bypass in the project pipeline for scoring consideration. Meeting with KDOC General Counsel Bob North on September 6th regarding STAR Bond project. Phone meeting with KDOC staff on September 6th regarding opportunities for increased IWW funds for Downtown Vision and opportunities for possible additional assistance on projects in downtown. October KLPG meeting in Liberal provided opportunities to interact with KDOT, KDOC, and KHRC at a group level as well as one-one-one contacts with KDOC on issues related to downtown projects.
Negotiate use of the Sports of the World facility for programming	P&R	1.Review the previous discussions. 2. Schedule meeting with developer and city manager to discuss the reciprocal use of CORE Fitness and Sports of the World facilities. 3. Brainstorm ideas and goals for a partnership that can mutually benefit and support the mission of both organizations while providing the best services for Garden City. 4. Draft a clear agreement defining the expectations and responsibilities of both organizations. 5. If necessary, establish a budget for the use of the Sports of the World Facility/Core Fitness and implement it during the 2025 budget planning process.	The first step in the discussions took place. Brainstorm sessions with the recreation staff to explore our use of The Refinery and reciprocal use of Core has also occurred.

Youth Leadership Engagement	ADM	1. The City of Garden City will establish Engage GCK. A youth leadership program that will introduce youth to City services, programs, and employees who serve our community. 2. Collaborate with USD 457 and GCCC to host civics education classes at their sites, aiming to inspire future leaders towards civic engagement. 3. Encourage youth participation by creating avenues for them to provide their input and feedback on City policies, programs, and initiatives. This could include advisory boards and surveys.	Staff has facilitated discussions with USD 457 and Garden City Community College to initiate a partnership aimed at creating a youth leadership program. This program will introduce young people to city services, programs, and community leadership. Staff is also planning presentations for government-centered classes at both the high school and college levels to engage students and encourage civic participation. Staff has already met with multiple GCHS Government classes during the weeks of 8/19 and 9/30. Furthermore, staff is scheduled for further meetings the week of 10/21. The goal is to inspire youth to become more involved in their community and prepare them for future leadership roles. The youth leadership program, in conjunction with the Workforce Connection program, is expected to launch in winter 2025. At the June 4, 2024 Commission meeting, staff also presented a request from Western Kansas Career Showcases to the Governing Body for a $50,000 sponsorship. This sponsorship aimed to build relationships with educational institutions, students, businesses, and the community, thereby improving rural workforce retention and leadership development for youth in the region. This request was not approved due to budget constraints.
Enhance Water quality and quantity	PW&U	1. Complete the necessary funding (revenue bonds) for additional water storage towers, water distribution system improvements, and water well redrilling with necessary enhancements in 2024 / 2025. 2. Complete the lead copper inventory program as required in 2024 with the development of a lead and copper remediation plan. 3. Continue with the water reuse/aquifer stabilization project.	The resolution and ordinance authorizing the sale of the $8.1M bonds is set for September 17th. The lead and copper inventory report to KDHE is being finalized, and the reuse/aquifer stabilization project continues to make progress through the creation of MOUs with Circle Land & Cattle (CLC), and due diligence inspection of the WECI pipeline. A meeting was held with CLC, Burns & Mac, outside counsel and city staff on 10/14/24 to go over draft MOU, and plan to meet again at the end of October.
Advocate for a Divided US Hwy50/400	CM	1. Identify portions of the US50/400 route from Colorado to Missouri not yet improved/improved to a divided highway standard. 2. Prioritize and advocate for remaining unimproved areas to be included in IKE Plan pipeline.	Plans to specifically talk with KDOT in Topeka concerning US 50 in fall 2024. Met with KDOT Sec. Reed on 9/6/24 and was advised to have the City conduct preliminary work to scope the project and establish a cost estimate so that the project could be included among the list of projects scored in district 6.
Vacant Property Tax	PS&D	1. Identify state statutes that dictate the ability of municipalities to establish a vacant property tax and present findings to the Governing Body. 2. Identify the benefits and challenges associated with implementation of a vacant property tax. 3. Identify the financial impact of implementation of a vacant property tax.	1-3. Staff are researching statutes and other communities to identify potential positives and negatives that may be associated with the additional tax. This will be presented to the City Commission at a future meeting.
Advocate for a US 50 Bypass	CM	1. Advocate for the Design and Right of Way Acquisition for the US Hwy 50 bypass to be included in the IKE Plan pipeline.	Plans to specifically talk with KDOT in Topeka concerning US 50 in fall 2024. Met with Sec. Reed on 9/6/24 and was advised to have the City conduct preliminary work to scope the project and establish a cost estimate so that the project could be included among the list of projects scored in district 6.

Support of GCCC Trades Program	ADM	1. Actively promote and raise awareness about the GCCC trade's program within the community. Collaborate on marketing campaigns, participating in local events, and engaging with the community to highlight the benefits of the program. Increased visibility can attract more students to enroll in the trades program and encourage local businesses to support it through apprenticeship or sponsorship opportunities. 2. Partner with GCCC on their Apprenticeship program that will combine on-the-job training with related technical instruction to build a qualified workforce. 3. Establish a Workforce Development Partnership: Collaborate with Garden City Community College (GCCC) to establish a formal workforce development partnership. This partnership could involve regular meetings between City officials, GCCC administrators, and local industry leaders to identify workforce needs, align curriculum with industry demands, and develop targeted training programs within the trades sector.	Staff has partnered with Garden City Community College, Finney County Economic Development Corporation, Catholic Charities of SWKS, Finney County, and Kansas WorkforceOne to revitalize the Finney County Workforce Connection. This program collaborates with local organizations to deliver effective services to citizens, businesses, and prospective community members. It includes a comprehensive, community-wide campaign to recruit, develop, and retain a sustainable workforce in Finney County. The Workforce Connection will establish committees with private and public entities focusing on youth development, recruitment and retention, special populations, and resource identification. Additionally, it will identify workforce needs, align curriculum with industry demands, and develop targeted training programs within the trades sector. This initiative will support workforce development and enhance the Garden City Community College trades program. Staff also engaged in discussions with Garden City Community College to explore strategies for promoting and increasing awareness of the GCCC Trades and Apprenticeship programs. At the May 21, 2024 Commission meeting, staff presented a request from GCCC to the Governing Body for $100,000 to help fund a construction trades training center, which was not approved due to budget constraints.
Provide opportunities for local artists	P&R	1. Research and explore collaborative strategies with community partners and stakeholders to provide opportunities for artists of all ages, including both experienced and novice. 2. Propose options and alternatives.	Efforts to collaborate with Garden City Arts began before the commissioning goal was set. Ideas were shared between GCPR and GCA for potential programs. One program involves local businesses sponsoring artists to create artwork on their property, although the medium is not yet determined. Another idea is to create murals on and along the Talley Trail. Funds for artist applicants, as well as the winning artist, would need to be available before the launch. Additional partnerships may include the CVB. GCPR hosted a conservation art contest for Parks and Recreation Month, along with two photography contests. P&R Director has explored grants and partnerships to identify available funding.
Investigate expanding polling locations	ADM	1. Work with Finney County to review the current polling location setup, factoring in staffing, equipment availability, and available resources to possibly expand polling locations. 2. Collaborate with Finney County to launch increased voter registration and turnout initiatives, boosting civic engagement within the community.	Staff has met with Finney County Clerk Dori Munyan to review the current polling location setup, including staffing, equipment, and resources. The assessment determined that the community's needs for polling locations are currently being met, with no immediate need for additional polling sites. Staff is now focusing on helping Finney County in recruiting volunteers for each polling site, prioritizing bilingual workers. Additionally, staff has partnered with Finney County to enhance voter registration and turnout initiatives and has started developing marketing campaigns to increase civic engagement within the community.

Fill all open advisory board positions	ADM	1. Promote Open Positions. Advertise vacant advisory board positions through social media, local media outlets, and city websites to increase awareness and encourage applications. 2. Simplify Application Process: Make the application process straightforward and accessible by providing clear instructions and easy-to-find application forms online and at city offices, removing unnecessary barriers for interested candidates. 3. Targeted Recruitment: Engage with community organizations, professional associations, and neighborhood groups to actively recruit candidates.	Staff has initiated a marketing campaign to promote all City advisory boards and their open positions. The campaign will highlight each board's functions and feature testimonies from current board members to encourage greater community participation. Additionally, staff is engaging with community partners and the Workforce Connection program to help recruit candidates. New methods for tracking advisory board vacancies are being implemented, and updated software is being used to enhance board functionality.
Support healthcare providers in the community	PS&D	1. Work with healthcare providers to identify opportunities for partnership with the City on common goals. 2. Work with healthcare providers on ongoing emergency management response and schedule a joint table top exercise/workshop to further improve communications for major community events.	1. ACM Burke has regular meetings with St. Catherine Administration to identify and work through partnership opportunities. 2. There have been numerous trainings, exercises, and meetings with healthcare providers related to emergency management and improved communication. 3. The City Commission approved an additional round of AFAC funding to help address this goal and made awards at their August 20, 2024 meeting.
Strategic Goal: Upgrade and maintain existing public infrastructure and facilities			
Supporting Objectives			
Create new LRZ drive-in entrance, replace horse barn, and create new all season bird house exhibit	P&R	1. Determine the project's scope: is it one project, two projects, or three projects? Will it be completed at once or in stages? 2. Determine the level of financial support that the Friends of Lee Richard Zoo will provide for the project. 3. Report findings and propose alternatives for project delivery.	FOLRZ are interested in raising funds for a portion of the animal related projects. Usually combining projects results in savings; however the bird building could be completed separately. The horse/camel project must be completed together due to logistics and if the road project is completed separately then an understanding of where the road will be located must be included in the strategy. On agenda for City Commission approval 11/05/24.
Repair and maintenance of roads	PW&U	1. Determine financing / funding opportunities for implementation of the eight year (approximately $2.8 M per year) Street Maintenance Plan in 2024. 2. Start year one of the plan in 2025.	This project is part of the 2025 budget considerations and will be modified after the 2025 budget is adopted. The 2025 street maintenance plan is being created and will be presented to the City Manager in December 2024.

Add field lights to Tangeman Complex	P&R	1.Meeting with Tri-entity (GCCC, GCHS, and GCPRD) on March 18, 2024. 2. Determine the feasibility of continued use of these fields d/t proximity of Highway 83 and the potential of a private ballfield complex development. 3. Report findings and propose alternatives for project delivery.	In the spring, meetings involving three entities took place. The current Memorandum of Agreement (MOA) was sent out, reviewed by all three organizations and the city attorney. Several changes were made. The city attorney has recommended changes and sent them to GCCC. The City Manager will review the document once it is received from GCCC. GCCC proposed a project to install field lights on all four fields. The vendor, Techline, provided a quote of $569,900 for the project. The Public Works Department helped identify where additional electrical supply could be routed and the location of the nearest communications cable. The city attorney included language in the agreement stating that all three entities involved must agree on improvements and share the expenses equally before any work can begin and fiscal responsibility is assigned. The only exception is for a ticket booth, for which the college and the school district would share the expense. Included in CIP.
Valley View cemetery expansion	P&R	1. The survey of the property that is included in this section expansion was completed during the week of March 4th, 2024 and the project is underway. 2. Execute the project as designed.	Wilson & Co., Inc. has stated that they are currently putting together plans and coordinating them with irrigation. Bids for irrigation will be sent out in mid to late fall, with a plan for construction in spring 2025.
Airport fire station fire suppression system	PS&D	1. Determine funding opportunities to move the project forward in the 2025 budget.	1. This project was not included in the 2025 budget. However, it was included in an out year of the Capital Improvement Plan and will be considered as part of future budget discussions. The scope of the project includes both a fire suppression system and fire alarm system.
Fire station #2 fire suppression system	PS&D	1. Determine funding opportunities to move the project forward in the 2025 budget.	1. This project was funded as part of the 2025 budget and will begin next year. The scope of the project includes both a fire suppression system and fire alarm system.
Replace Buffalo Dunes Golf Course (on course) bathrooms x2	P&R	1. Define the scope of the project. 2. Investigate options and propose alternatives for project delivery.	There are multiple approaches to this project. With the current renovation, the restroom on holes 6/7 will be removed and rebuilt closer to current utilities. Plans and costs for two different styles of restroom structures have been obtained. Discussions with Friends of Buffalo Dunes have occurred about their willingness to financially assist with the cost of the restrooms.
Expand Air Service	PS&D	1. Complete the transition to a full security plan in 2024. 2. Continue to work with American Airlines on supporting larger aircraft at Garden City Regional Airport.	1. The transition to a full security plan is underway and is anticipated to be completed in the fall of 2024. TSA is onboard and happy with the progress being made. The City Commission received an update at the pre-meeting on October 15, 2024. 2. Larger aircraft (E170/E175s) continue to support the air service at GCK. The aircraft size meet the current needs of accommodate passenger growth. 3. The City applied for and received a Kansas Air Service Development Grant to look at expanded air service options.

Singing tower renovation	P&R	1. Determine the scope of the work. 2. Propose alternatives for project delivery.	Although no engineering study has been conducted on the Singing Tower, an informal opinion from an architect suggests that repairing it would be estimated between $250,000 and $500,000. Discussions have also taken place with the Finney County Museum to explore alternative options to replace the Singing Tower.
Peebles complex enhancement /renovation	P&R	1.Define the scope of the project. 2. Propose alternatives for project delivery.	Several improvements have been identified for Peebles Complex based on the Parks and Recreation Master Plan and a facility tour. Based solely on projects that will improve safety, staff created a project scope and submitted to CIP plan for commission review. Projected for CIP 2027 - Remove and replace complex field lights and for CIP 2028 , new ADA bleachers with shade structures, field perimeter chain link replacement, field laser leveling and reseed outfields, and extended safety netting around backstops through viewing areas.
Expand Columbarium opportunities at Valley View Cemetery	P&R	1.The concrete pad for the columbarium is completed. There are two existing columbarium structures and space for two additional columbarium structures. 2. Costs for these two columbarium structures are included in the 2024 budget and should be ordered and installed this year.	Parks Superintendent added this to the 2025 CIP Budget.
Update city entrance signs	PW&U	1. Create a map showing the location of all existing entrance signs with photographs. 2. Communicate with the Governing Body on desired locations and review existing files for possible future designs and estimated costs.	This project is 90% complete and will be brought to the Governing Body for review in the fall of 2024. There was no funding provided for new/additional entrance signs in the 2025 budget. This will be presented to the Governing Body in Janurary for review.
Determine the future use of the State Theater	PS&D	1. Identify grant/funding opportunities for the State Theater that include both options for a City operated facility but also a privately owned facility.	1. No update
Strategic Goal: Encourage private development consistent with being the regional hub			
Supporting Objectives			
4000 housing units by 2030	PS&D	1. Present some options for the City Commission to consider from a planning and zoning perspective that may help lower the cost of entry into development of housing. 2. Work with potential developers using the tools available to keep projects moving forward and identify new projects that focus on maximizing the number of units per acre.	1. Staff presented potential changes to the City Commission at a pre-meeting on May 7, 2024. The City Commission directed staff to move forward with reduced parking requirements. That recommendation was presented to the Planning Commission on July 18, 2024 and was approved by the Governing Body on August 6, 2024. Staff will continue to look for ways to improve regulations so a variety of housing options are available to help meet this goal. 2. Staff have meet with prospective developers and will continue to help projects move through the development process.
Expand retail	PS&D	1. Work with Finney County Economic Development Corporation on incentivizing retail development. 2. Update the Neighborhood Revitalization Program in 2024 to help bring retail to existing facilities that could benefit from redevelopment.	1. Staff have met with prospective developers and Finney County Economic Development Corporation on possible retail projects within Garden City. 2. Staff met with the taxing agencies and will be submitting changes to the NRP Program to the City Commission, Board of County Commissioners, GCCC Board of Trustees, and School Board.

Develop affordable housing solutions	PS&D	1. Present some options for the City Commission to consider from a planning and zoning perspective that may help lower the cost of entry into development of housing. 2. Work with potential developers using the tools available to keep projects moving forward and identify new projects that focus on maximizing the number of units per acre.	1. Staff presented potential changes to the City Commission at a pre-meeting on May 7, 2024. The City Commission directed staff to move forward with reduced parking requirements. That recommendation was presented to the Planning Commission on July 18, 2024 and was approved by the Governing Body on August 6, 2024. Staff will continue to look for ways to improve regulations so a variety of housing options are available to help meet this goal. 2. Staff has been in discussion with a potential developer that wishes to use storage pods converted into affordable Code Compliant housing. Staff will continue to explore affordable housing possibilities.
Increase evening activity/night life in the Downtown	PS&D	1. Work with Finney County Economic Development Corporation, Convention and Visitors Bureau, and Downtown Vision on opportunities to bring in additional businesses to the downtown. 2. Identify funding opportunities and public private partnership opportunities to invest in downtown businesses.	1. Staff worked with Downtown Vision to design and open the Food Hall which consist of multiple restaurants in one building. 2. Staff has been working on updating the NRP Program. The proposed changes will provide an updated tool to help with development in the Downtown District.
Encourage and Incentivize Downtown revitalization	PS&D	1. Work with Finney County Economic Development Corporation, Convention and Visitors Bureau, and Downtown Vision on opportunities to bring in additional businesses to the downtown. 2. Identify funding opportunities and public private partnership opportunities to invest in downtown businesses.	1. Staff worked with Downtown Vision to design and open the Food Hall which consist of multiple restaurants in one building. 2. Staff has been working on updating the NRP Program. The proposed changes will provide an updated tool to help with development in the Downtown District.
Incentivize gas station at Garden City Regional Airport	PS&D	1. Conduct an analysis of the Garden City Regional Airport site and determine the viability and potential location of a gas station on site and if any restrictions are in place that would need to be considered. Present the findings to the Governing Body.	1. No update
Explore possibilities for Bus line expansion between communities	ADM	1. Identify current resources. 2. Advocate for and collaborate with neighboring communities and relevant transportation authorities to assess the need for a bus line expansion. 3. Actively promote the existing bus lines available to residents through marketing campaigns and community engagement initiatives.	Staff is currently focused on identifying resources available for transportation. Efforts are underway to advocate for and collaborate with neighboring communities and relevant transportation authorities to assess the need for a bus line expansion. Additionally, staff is beginning to develop marketing campaigns and community engagement initiatives to actively promote the existing bus lines available to residents. Outreach to Finney County Transit is also underway to explore alternative service delivery options to better meet the community's needs.
Rebuild the Windsor	PS&D	1. Work with the Finney County Preservation Alliance to determine potential funding opportunities for build out of the Windsor.	1. Staff have worked with the Finney County Preservation Alliance to shore up the exterior from prior structural failures. NDS staff along with Fire staff will continue to work through the conditions set by the Engineer and look for possible funding sources.
Strategic Goal: Develop New Public facilities			
Supporting Objectives			

2nd waste water treatment plant	PW&U	1. Complete the design (PEC Engineering) of the second wastewater treatment plant in 2024. 2. Acquire necessary property required in 2024 / 2025. 3. Research and secure funding and bid on the project in 2026 or 2027.	The second wastewater treatment plant is still on hold, awaiting decisions on the extraneous basin location and property acquisition. The NE sanitary sewer interceptor is estimated to cost $18M, and the headworks re-construction at the current plant is $6M.
Develop a Multi-agency Public Safety Training Center	PS&D	1. Submit a request for congressionally directed spending to build out Phase I of a multi-agency public safety training Center.	1. The City summitted a proposal for congressionally directed spending, in the meantime the City will continue to research opportunities to partner with other agencies on this project. This project will be included in the next Capital Improvement Plan for funding consideration.
Parks and public works building	PW&U	1. Complete design and cost estimate of the facility to house Parks, Streets, and Fleet departments in a facility located adjacent to the existing Utility Service Center in 2024. 2. Determine funding opportunities, and bid in 2025/2026.	This project was not part of the 2025 budget considerations.
Develop city-wide landscape plan	P&R	1. Identify existing plans for comparable cities. 2. Review public and private code applications. 3. Present findings and alternatives for project delivery.	P & R Director Herd, ACM Burke, and NDS met to review some landscape ordinances/codes. Herd has completed some benchmarking regarding ordinances from other cities. NSD is working towards a new landscape article for commission approval. Herd contacted KS State Wildlife and Parks and KSU for assistance with vegetation recommendations.
Increase sidewalks	PW&U	1. Complete the Pedestrian Pathway/ Sidewalk Expansion project in 2024. 2. Complete the ADA Transition Plan and merge it with the proposed trail/sidewalk expansion plan.	Final plans are currently being reviewed by the Kansas Department of Transportation for approval. Staff is currently conducting the self-evaluation phase of the ADA Transition Plan, assessing City facilities, communications, right-of-way, programs, and policies. After completing the self-evaluation, staff will begin gathering public input to inform the ADA Transition Plan.
Create a LRZ Train Station for the FOLRZ Train	P&R	1. Define the scope of the project. 2. Identify the level of financial interest from Friends of Lee Richardson Zoo. 3. Identify where the project could be added to the LRZ Master Plan. 3. Identify strategies for funding.	Limited discussions have occurred to date. This will be discussed with FOLRZ when the Zoo Director is on their agenda for upcoming projects. The concept has yet to be fully developed. Zoo Director Newland did talk to FOLRZ and they indicated that the board is not interested in funding this station at this time. Zoo staff have discussed a potential design. LRZ Train Station project will be added to the CIP as a 100% city funded project. City Commission to prioritize as desires.
Connect existing trails	PW&U	1. Complete the Pedestrian Pathway/ Sidewalk Expansion project in 2024. 2. Complete the ADA Transition Plan and merge it with the proposed trail/sidewalk expansion plan.	Design is 90% complete, and we expect to bid the project in fall 2024. Staff is currently conducting the self-evaluation phase of the ADA plan, assessing City facilities, communications, right-of-way, programs, and policies. After completing the self-evaluation, we will begin gathering public input to inform the ADA Transition Plan.

GARDEN CITY
— KANSAS —

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Rachelle Powell, Director of Aviation
DATE: November 5, 2024
RE: Airport September 2024 Report

ISSUE:
Presentation of the September 2024 report from the Garden City Regional Airport.

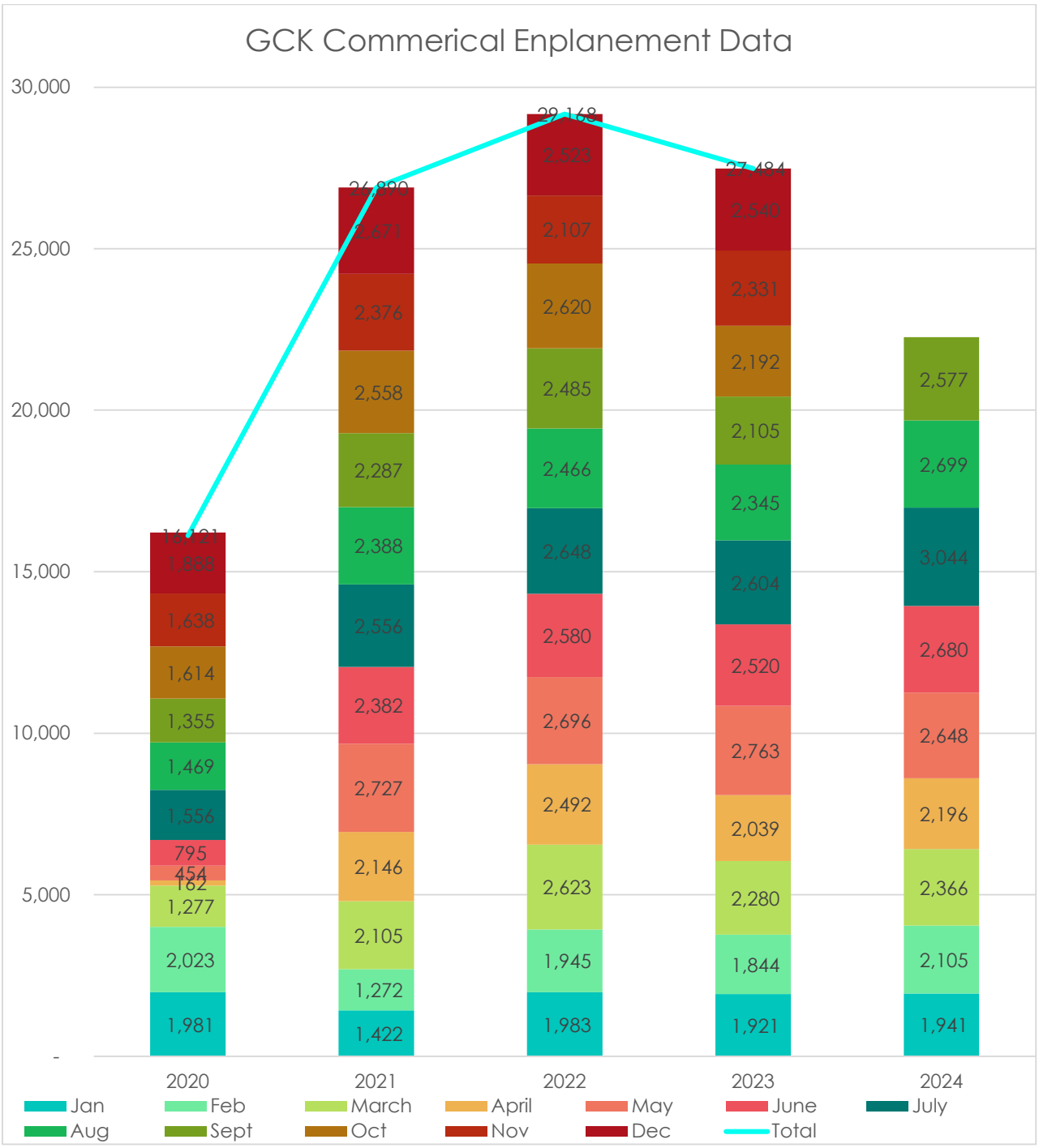
BACKGROUND:
Attached is the Garden City Regional Airport report for September 2024.

ALTERNATIVES:
None.

RECOMMENDATION:
None.

FISCAL NOTE:
None.

ATTACHMENTS:
Airport September 2024 Monthly Reports


GCK Commerical Enplanement Data
30,000
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15,000
10,000
5,000
-
2020
2021
2022
2023
2024
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Feb
March
April
May
June
July
Aug
Sept
Oct
Nov
Dec
Total

January - September 2024
Western Kansas Commercial Enplanement Comparison
45,000
40,000
35,000
30,000
25,000
20,000
15,000
10,000
5,000
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1,822
2,100
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11,008
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4,440
7,760
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4,753
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6,802
21,918
4,699
5,942
6,736
20,421
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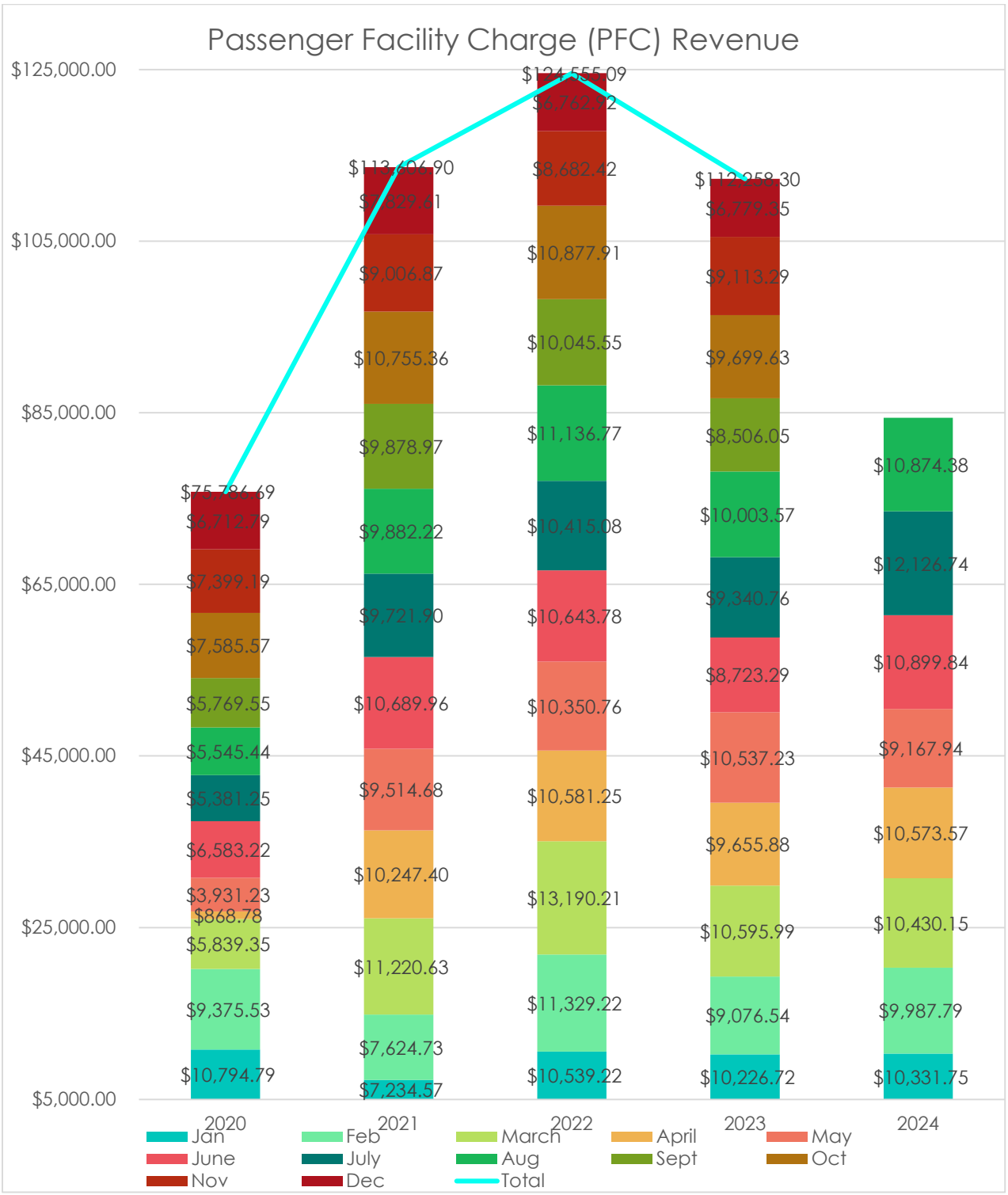
Passenger Facility Charge (PFC) Revenue
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$105,000.00
$85,000.00
$65,000.00
$45,000.00
$25,000.00
$5,000.00
$75,786.69
$6,712.79
$7,399.19
$7,585.57
$5,769.55
$5,545.44
$5,381.25
$6,583.22
$3,931.23
$868.78
$5,839.35
$9,375.53
$10,794.79
$113,606.90
$9,006.87
$10,755.36
$9,878.97
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$10,331.75
2020
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Sept
Oct
Nov
Dec
Total

Fuel Flow Fee Revenue ($0.06 per gallon delivered)
$52,000.00
$47,000.00
$42,000.00
$37,000.00
$32,000.00
$27,000.00
$22,000.00
$17,000.00
$12,000.00
$7,000.00
$2,000.00
2020
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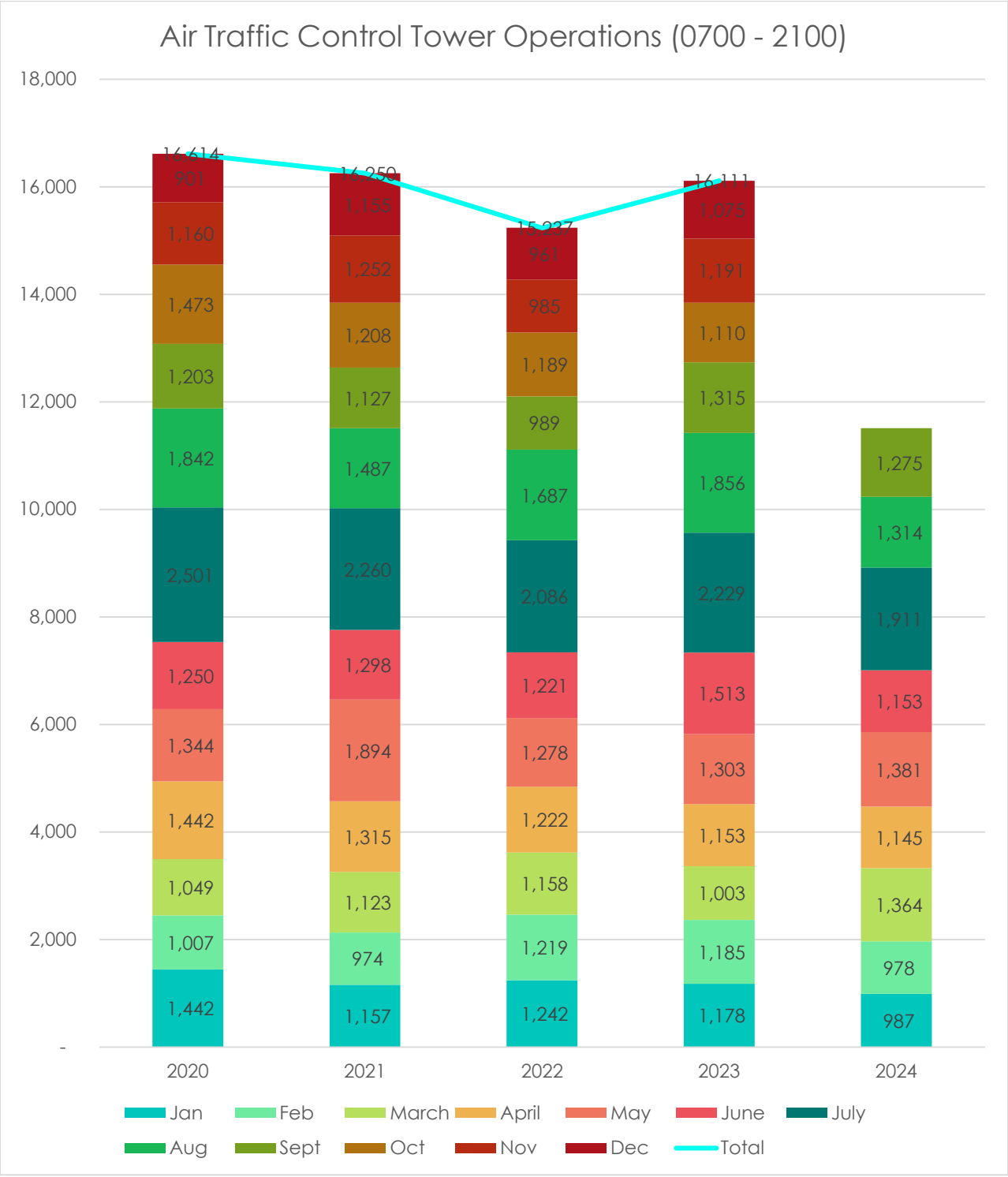
Total


Air Traffic Control Tower Operations (0700 - 2100)
18,000
16,000
14,000
12,000
10,000
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6,000
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2020
2021
2022
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2024
Jan
Feb
March
April
May
June
July
Aug
Sept
Oct
Nov
Dec
Total

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Jared Kuhlmann, Finance Director
DATE: November 5, 2024
RE: Service and Finance Monthly Sales Tax Report - October 2024

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

BACKGROUND:

ALTERNATIVES:
None.

RECOMMENDATION:
None.

FISCAL NOTE:
None.

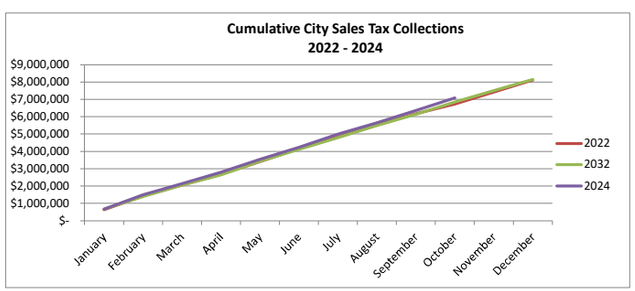
ATTACHMENTS:
2024 Sales Tax Receipts Reports - October 2024

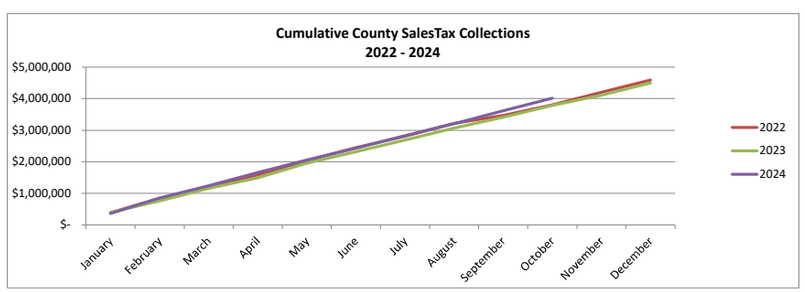
ANALYSIS OF CITY SALES TAX RECEIPTS

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	$ 716,800
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	$ 717,509
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	$ 7,081,372
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%	-13.15%

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	$ 400,320
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	$ 403,647
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	$ 4,015,811
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%	-10.73%





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	$ 165,238
	CO	$ 116,457	$ 101,155	$ 129,211	$ 171,128	$ 130,548	$ 153,137
OCTOBER	CI	$ 113,607	$ 117,141	$ 139,434	$ 118,735	$ 150,823	$ 165,643
	CO	$ 108,207	$ 111,573	$ 137,829	$ 114,644	$ 147,413	$ 152,859
NOVEMBER	CI	$ 99,709	$ 101,840	$ 140,410	$ 149,989	$ 143,734	$ -
	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	$ 2,979,173
% Change		83.76%	-3.80%	18.47%	22.12%	-9.03%	-13.18%

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	$ 123,691
OCTOBER	$ 93,730	$ 119,362	$ 123,816
NOVEMBER	$ 116,345	$ 113,780	$ -
DECEMBER	$ 116,680	$ 110,824	$ -
TOTAL RECEIPTS	**$ 799,907**	**$ 1,391,310**	**$ 1,206,958**

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	$ 876,034
OCTOBER	$ 699,572	$ 856,211	$ 871,921
NOVEMBER	$ 815,060	$ 803,049	$ -
DECEMBER	$ 815,874	$ 790,181	$ -
TOTAL RECEIPTS	$ 9,158,214	$ 9,797,707	$ 8,469,333

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	$ 716,800
OCTOBER	$ 699,621	$ 717,509
NOVEMBER	$ 661,283	$ -
DECEMBER	$ 649,121	$ -
TOTAL RECEIPTS	$ 8,153,624	$ 7,081,372

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	$ 400,320
OCTOBER	$ 373,194	$ 403,647
NOVEMBER	$ 361,868	$ -
DECEMBER	$ 352,334	$ -
TOTAL RECEIPTS	$ 4,498,363	$ 4,015,811

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	$ 165,238
	CO	$ 130,548	$ 153,137
OCTOBER	CI	$ 150,823	$ 165,643
	CO	$ 147,413	$ 152,859
NOVEMBER	CI	$ 143,734	$ -
	CO	$ 139,666	$ -
DECEMBER	CI	$ 139,540	$ -
	CO	$ 135,911	$ -
TOTAL RECEIPTS		$ 3,431,364	$ 2,979,173

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	$ 123,691
OCTOBER	$ 119,362	$ 123,816
NOVEMBER	$ 113,780	$ -
DECEMBER	$ 110,824	$ -
TOTAL RECEIPTS	$ 1,391,310	$ 1,206,958

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Staff
DATE: November 5, 2024
RE: 10-04-2024 Cox Communication Update

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

BACKGROUND:
None.

ALTERNATIVES:
None.

RECOMMENDATION:
None.

FISCAL NOTE:
None.

ATTACHMENTS:
10-04-2024 Cox Comm update

Celyn Hurtado

From: Allen, Lisa (CCI-Central Region) <Lisa.Allen@cox.com>
Sent: Friday, October 4, 2024 10:19 AM
Subject: Cox Communications LFA Notification

Some people who received this message don't often get email from lisa.allen@cox.com. Learn why this is important

Dear Local Franchising Authority:

We wanted to let you know that effective November 6, 2024, we are increasing the rates of our video services to reflect the increased costs of doing business. We will begin communications to our customers 30 days prior to the increase, which will appear as a message on their bill.

The current Broadcast Surcharge Fee amount of $22.00 will no longer appear as a separate line item and instead will be included in TV package prices. Where changes are greater than $22.00, they reflect the moving of this fee in addition to price increases for the packages themselves.

We don't make this decision lightly as we know that any bill increase can have an impact. With that in mind, we remain strongly committed to helping our customers however we can.

Listed below is a list of our upcoming price changes.

Price Changes for services:

Video:
Current TV Packages:

- Basic Starter, Cox TV Starter, and Contour Starter will all change from $61 to $71
- Basic Preferred, Cox TV Preferred, and Contour Preferred will all change from $109 to $125
- Cox TV Ultimate and Contour Ultimate will both change from $146 to $167

Legacy TV Packages and surcharges:
The current Broadcast Surcharge Fee amount of $22.00 will no longer appear as a separate line item and instead will be included in TV package prices. Where changes are greater than $22.00, they reflect the moving of this fee in addition to price increases for the packages themselves.

- Regional Sports Surcharge will change from $3.50 to $3.75
- Starter TV will change from $30 to $57
- Contour Flex Starter will change from $35 to $62
- Contour Flex Economy will change from $59 to $88
- TV Economy will change from $59 to $88
- TV Essential will change from $108 to $140
- Advanced TV and Contour TV will both change from $113 to $145
- Contour TV Ultimate will change from $181.50 to $218.50
- Flex Watch will change from $8.50 to $35.50
- Advanced TV Preferred and Contour TV Preferred will both change from $125 to $157
- Advanced TV Premier and Contour TV Premier will both change from $137 to $169
- Advanced TV Ultimate will change from $182.98 to $214.98
- Advanced TV with 4 Premiums will change from $191.98 to $223.98
- Advanced TV Ultimate with Record 6 DVR will change from $188.50 to $220.50
- Contour TV Ultimate with Record 6 DVR will change from $188.50 to $220.50
- Contour TV Ultimate will change from $181.50 to $218.50
- Paquete Latino will change from $41 to $68
- El Mix will change from $63.49 to $90.49
- TV Economy Latino will change from $62 to $91
- Contour Flex Starter Latino will change from $45 to $72

- Contour Flex Economy Latino will change from $69 to $98
- Contour TV Latino will change from $123 to $155
- Contour TV Latino Ultimate will change from $205.01 to $237.00

Additional TV Experiences:

- Max and Max Ad-Free will both change from $16 to 17
- Paramount+ with Showtime will change from $11 to $12
- Starz will change from $10 to $11
- Entertainment Pack will change from $15 to $16
- Economy Pack will change from $24 to $26
- Sports & News Pack will change from $35 to $36

If you have any questions, please don't hesitate to reach me at (785) 215-6727 or Megan.Bottenberg@cox.com.

Sincerely,

Megan Bottenberg
Director, Government Affairs
Cox Communications Central Region

GARDEN CITY
— KANSAS —

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: November 5, 2024
RE: Meetings of Note

ISSUE:

- November 5, 2024 - Election Day - 7:00 a.m. - 7:00 p.m.
- November 6, 2024 - Southwest Kansas Coalition Meeting at the Garden City Regional Airport restaurant from 5:00 p.m. to 7:00 p.m.
- November 12, 2024 - Southwest Kansas Chambers Legislative Appreciation Dinner at Liberal Country Club at 6:00 p.m.
- November 20, 2024 - Garden City Area Chamber of Commerce Breakfast - Clarion Inn at 7:10 a.m.
- November 20, 2024 - Finney County Economic Development Corporation Board of Directors Meeting in the City Administrative Center, Chambers at 7:30 a.m.
- November 21, 2024 - Crystal Apple Awards Banquet at the Clarion Inn Conference Center at 6:30 p.m.

BACKGROUND:

ALTERNATIVES:

RECOMMENDATION:

FISCAL NOTE:

GARDEN CITY
— KANSAS —

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Danielle B. Burke, Assistant City Manager
DATE: November 1, 2024
RE: Kansas Moderate Income Housing (MIH) and Kansas Housing Investor Tax Credit (KHITC) Resolution of Support for 2024 Round 4

ISSUE:

The Governing Body is asked to consider and approve the attached resolution allowing Garden City to participate in the Kansas Moderate Income Housing (MIH) Grant Program for the Petra Residences - Garden City Project on behalf of Petra Investment Partners, LLC.

1. Resolution No._____-2024, a resolution making certain findings and determinations giving authority to the City of Garden City, Kansas to partner with Petra Investment Partners, LLC to apply for and participate in the Kansas Moderate Income Housing and Kansas Housing Investor Tax Credit Programs.

BACKGROUND:

The Kansas Moderate Income Housing (MIH) Program allows cities incorporated in Kansas with a population of fewer than 60,000 to request grants or loans for infrastructure and/or housing development in rural areas. Grants or loans under the Program will be limited to no more than $650,000 per awardee.

The Kansas Housing Investor Tax Credit (KHITC) Program allows for housing projects within counties of a population of fewer than 75,000 to apply for tax credits under this program.

The communities must have a need for housing. As determined in the most recent Community Housing Assessment Team (CHAT) report, there remains a need for moderate housing in Garden City. Government agencies apply on behalf of developers. A resolution of support is required by the Governing Body, giving the City authority to apply for and participate in the Program.

There is one project, Petra Residences - Garden City Project, for the fourth round of funding in 2024. The property is generally located along Jennie Barker, north of HWY-156. The developer is asking for a MIH grant and KHITC to use for development costs to construct approximately 40 units of 1-bedroom and 2-bedroom units. It is anticipated that there will be 20 of each type of unit (buildings A and B in the attached map).

The project requires, and has submitted, a re-zoning application. The proposed project fits with the Comprehensive Plan.

ALTERNATIVES:

1. The Governing Body may approve the resolution supporting the MIH and KHITC application for Petra Residences - Garden City.
2. The Governing Body deny the resolution and not support the application.

RECOMMENDATION:

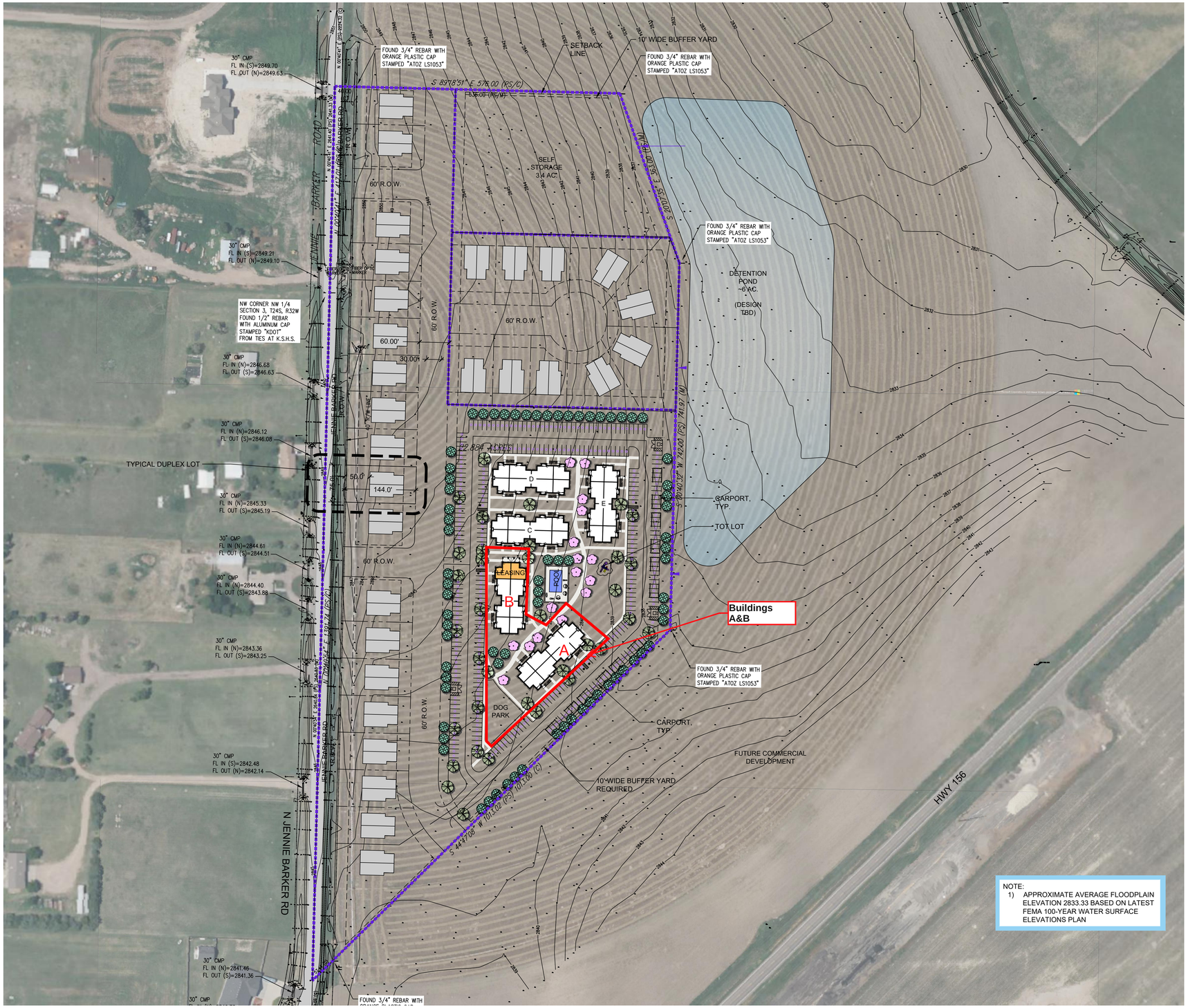
Staff recommends the Governing Body approve the resolution supporting the MIH and KHITC application for Petra Residences - Garden City.

FISCAL NOTE:

There is no fiscal impact to the City. The Developer is pursuing the grant.

ATTACHMENTS:

Map
Resolution No. _____-2024
Notice of Application
2024 CHAT Report
Letter of Support



VICINITY MAP

1 156 & N JENNIE BARKER RD - SITE PLAN CONCEPT

0 100' 200'
GRAPHIC SCALE 100'

N

RESOLUTION NO. _____

A RESOLUTION DEMONSTRATING THAT THE PETRA RESIDENCES – GARDEN CITY PROJECT PROPOSED BY PETRA INVESTMENT PARTNERS, LLC HAS THE SUPPORT OF THE GOVERNING BODY AND THE COMMUNITY OF THE CITY OF GARDEN CITY, KANSAS AND, FURTHER, MAKING CERTAIN FINDINGS AND DETERMINATIONS REGARDING THE GOVERNING BODY'S DESIRE TO PARTNER WITH SAID DEVELOPER IN THE APPLICATION FOR FUNDING OF THE PROJECT UNDER THE KANSAS MODERATE INCOME HOUSING PROGRAM AND THE KANSAS HOUSING INVESTOR TAX CREDIT ACT COLLECTIVELY ADMINISTERED BY THE KANSAS HOUSING RESOURCES CORPORATION AND TO PARTICIPATE IN THE ADMINISTRATION OF ANY SUCH FUNDING AND TAX CREDITS.

WHEREAS, any city or county in the State of Kansas having a population of less than 60,000 is eligible to apply for funding under the Kansas Moderate Income Housing Program ("MIH") administered by the Kansas Housing Resources Corporation, a Kansas not for profit corporation ("KHRC"), and pursuant to a certain request for proposal opened by the KHRC, namely the Kansas Moderate Income Housing Notice of Resource Availability, dated September 12, 2024 ("2024 Round 4 MIH NORA"); and

WHEREAS, eligible cities and counties may partner or contract with outside entities or individuals, including, but not limited to, public housing authorities, nonprofits, community housing development organizations, developers, contractors, and local employers; and

WHEREAS, notwithstanding any such partnership or contract, the eligible city or county shall retain full responsibility for compliance with all 2024 Round 4 MIH NORA rules and requirements and shall provide additional information to the KHRC regarding any such partnerships or contracts to ensure compliance with procurement requirements of said NORA; and

WHEREAS, the MIH funds shall be used only for certain eligible activities, as follows: (a) actual housing development, including acquisition of real property, new construction, modular or manufactured housing, rehabilitation of existing vacant housing, and/or home buyer assistance of actual housing development; or (b) infrastructure in combination with actual housing development, subject to limitations set forth in the 2024 Round 4 MIH NORA; and

WHEREAS, the MIH funds shall be used only for certain eligible activities as specifically set forth and defined by the 2024 Round 4 MIH NORA and as generally set forth as follows: (a) actual housing development, including acquisition of real property, hard costs for new construction, modular or manufactured housing on a permanent foundation, rehabilitation of existing vacant uninhabitable housing, and conversion from non-residential to residential use; (b) down payment assistance; and (c) certain offsite and onsite infrastructure.

WHEREAS, an eligible city or county may only submit one (1) application per funding round and each application shall only include one (1) project; and

WHEREAS, in order to proceed with the application pursuant to the 2024 Round 4 MIH NORA, the governing body of an eligible city or county must pass a resolution that demonstrates community support for the application and project; and

WHEREAS, the Kansas Housing Investor Tax Credit Act, K.S.A. 79-32,310 through 79-32,315 ("KHITC Act") authorizes the issuance of Kansas tax credits for qualified housing projects to qualified investors who make cash investments in such qualified housing projects and to project builders and developers; and

WHEREAS, to qualify for such tax credit, the housing project must be for the construction of single-family residential dwellings or multi-family residential dwellings or buildings located within a city with a population of less than 70,000 or within a county with a population of less than 75,000 and must otherwise qualify for funding pursuant to a certain request for proposal administered by the KHRC, namely Kansas Housing Investor Tax Credit Notice of Resource Availability, dated September 12, 2024 ("2024 Round 4 KHITC NORA"); and

WHEREAS, to apply for such tax credit, the builder or developer of the housing project must submit an application to the KHRC that includes, inter alia, a resolution of the governing body of the city in which the project is located demonstrating that the housing project has the support of the governing body and the community; and

WHEREAS, Garden City, Kansas has an estimated population of 27,856 pursuant to the census for the year 2021 conducted by the United States Census Bureau and, therefore, constitutes an eligible city as said term is defined by the 2024 Round 4 MIH NORA, the 2024 Round 4 KHITC NORA, and the KHITC Act; and

WHEREAS, a developer, Petra Investment Partners, LLC, a Kansas limited liability company ("Developer"), has submitted an application to the City of Garden City, Kansas for MIH funding and KHITC tax credits for the development of a multi-family housing project to be constructed in Garden City, Kansas, generally located at the northeast corner of K-156 and North Jennie Barker Road and to be named Petra Residences – Garden City ("Project"); and

WHEREAS, the Governing Body of the City of Garden City, Kansas ("Governing Body") desires to demonstrate that the Project has the support of the Governing Body and the community for purposes of the 2024 Round 4 MIH NORA and the 2024 Round 4 KHITC NORA; and

WHEREAS, the Governing Body proposes to partner with the Developer in the application for MIH funding and KHITC tax credits for the Project and to participate in the administration of any such funding and tax credits, to the extent that any such partnership and participation does not conflict with the provisions of the 2024 Round 4 MIH NORA, the 2024 Round 4 KHITC NORA, or the KHITC Act.

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

SECTION 1. Community Support. The Governing Body hereby finds and determines that there is community support for the Project proposed by the Developer and, further, that there is community support for the City of Garden City, Kansas ("City") to partner with the Developer in the application for MIH funding and KHITC tax credits for the Project pursuant to the 2024 Round 4 MIH NORA and the 2024 Round 4 KHITC NORA and, further, to participate in the administration of any such funding and tax credits.

SECTION 2. Intent. The Governing Body hereby expresses its intent to partner with the Developer for such application and administration in a manner that complies with and does not conflict with the provisions of the 2024 Round 4 MIH NORA, the 2024 Round 4 KHITC NORA, or the KHITC Act.

SECTION 3. **Further Action.** The Governing Body hereby authorizes the City Manager, and any designee thereof, to execute, seal, attest, and deliver any documents, certificates, and instruments, for and on behalf of the City, as may be necessary and desirable to apply for and participate in the administration of such funding and tax credits.

SECTION 4. **Effective Date.** This Resolution shall be in force and take effect from and after its adoption and approval.

ADOPTED AND APPROVED by the Governing Body of Garden City, Kansas, this 5th day of November, 2024.

CITY OF GARDEN CITY, KANSAS

By _____
MANUEL F. ORTIZ, as Mayor

ATTEST:

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

W:\RDG\CITY\NDS\KANSAS.HOUSING.RESOURCES.CORPORATION\Petra.Investment.Partners.LLC\2024\Round.4\Petra.Residences(K-156 & JBR)\Resolution.Community.Support.MIH-Simple.KHITC(Petra Investment Partners, LLC)(Petra Residences).docx

KANSAS HOUSING

2024 MIH, KHITC, and RLF Round

NOTICE OF APPLICATION

Requested by Friday, October 25, 2024.
Email to MIH@kshousingcorp.org.

KHRC requests this form be submitted by October 25, 2024, to ensure applicants will have access to the MIH and KHITC application submission portal, Procorem. If Notices of Application are received after October 25, 2024, applicants may not receive access to Procorem in time for the Friday, November 22, 2024, application deadline. Please note that RLF applications will not be submitted on Procorem. **Applicants should submit one form per project.**

Please check all programs for which you are applying for your project:

- ***Note: MIH applications may be submitted as MIH-only or combined with a KHITC and/or an RLF application. KHITC applications MUST be combined with an MIH request.***

X **Moderate Income Housing (MIH)**
X **Kansas Housing Investor Tax Credit (KHITC)**
___ **Revolving Loan Fund (RLF)**

City or County *(If applying for MIH)*: City of Garden City
Builder/Developer *(If applying for KHITC):* Petra
Borrower *(If applying for RLF):* _____
Project Name: Petra Residences
Project Location: Garden City - Finney County **(City and County)**

Persons needing Procorem access:

Name: Tylan Dyer **Email:** tylan@growwithpetra.com
Name: Noah Swank **Email:** nswank@growwithpetra.com
Name: Heather Kautman **Email:** hkautman@growwithpetra.com
Name: _____ **Email:** _____
Name: _____ **Email:** _____

Please refer to the "How to Apply" recording that explains how to set up a Procorem account, and upload an application, that is posted on KHRC's MIH webpage under "Prior Round Materials."

Finney County CHAT Update

A Community Housing Assessment Team

May 20th, 2024

RDg PLANNING • DESIGN

Amy Haase, AICP
Flavia Hauss

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Note on data used in this study: Finney County Economic Development Corporation has completed a detailed population projection for 2024 that will be used throughout the document. The remainder of the data is based on 2022 U.S. Census Bureau American Community Survey data.

Finney County

Population Change by Decade

Rural Finney County

	2024 Count	1/10 Undercount	1/7 Undercount	1/4 Undercount
Undercount		2,673	4,009	8,020
Population	40,506	43,179	44,515	48,526
% Change from 2010	10.14%	17.41%	21.04%	31.95%

Source: Finney County Economic Development Corporation

- **In 2020 over 50% of Finney's population was composed of racial and ethnic groups that are at a higher risk of being undercounted.**
- **The above table illustrates three potential scenarios for estimating the undercount.**
- ***For planning purposes the 1/4 undercount or 2024 population of 48,526 will be used.***

	Rural Population	Period Population Change	% Change During Decade	Annual Growth Rate
1970	3,885			
1980	4,753	868	22.3%	2.0%
1990	7,573	2,820	59.3%	4.8%
2000	10,046	2,473	32.7%	2.9%
2010	8,024	-2,022	-20.1%	-
2020	10,514	2,490	31.0%	2.7%
2024*	10,452	-62	-.8%	-
1990-2024		2,879	27.5%	0.95%

Source: U.S. Census Bureau; Finney County Data Report Update (2024)

2035 Population Scenarios

Rural Finney County

Growth Rate	2024	2030	2035	Difference	Unit Needs
1.00% AGR	10,452	11,095	11,661	1,209	420
2.0% AGR	10,452	11,771	12,996	2,544	883
4.0% AGR	10,452	13,225	16,090	5,638	1,958

Source: RDG Planning & Design
*AGR - Annual Growth Rate

» **Generally new growth should happen within or adjacent to cities where infrastructure can be provided in a more efficient and cost effective manner.**

» **Within Finney County there is limited potential for urban density growth between Garden City and Holcomb, until a sanitary sewer system is in place.**

» **Note that demand for rural acreages is acknowledged in this report, however, due to development costs this product can only support a small portion of the overall market.**

» ***If areas outside city limits grew at a 1.0% and it is assumed that average household size remains the same, an additional 420 units would be needed. The ability to offer this many units in rural areas will be challenging.***

Occupancy Changes

Rural Finney County

	2010		2022		Change 2010-2022
	Number	% of Occupied Units	Number	% of Occupied Units	
Owner-Occupied	1,879	71%	1,883	79.3%	4
Renter-Occupied	755	29%	492	20.7%	-263
Total Vacant	306		249		-57
Vacancy rate	10%		9.5%		
Total Units	2,940		2,624		-316

Source: U.S. Census Bureau; RDG Planning & Design

» **The county's housing stock remains predominately owner-occupied.**

» **The margin of error in vacant units is likely not reflecting available units or units that are unlikely to be made available (used for storage or other family/personal reasons).**

Housing Costs

Finney County

	Median Household Income	Median House Value	Value / Income Ratio	Median Contract Rent	Median Rent as % of Median Income
Finney County	$68,481	$183,900	2.69	$706	12.4%
Ford County	$67,997	$121,500	1.79	$721	12.7%
Ellis County	$59,665	$199,100	3.34	$697	14.0%

Source: 2022 American Community Survey ACS (5-Year Estimates); RDG Planning & Design

	Median Year Built: Owner	Median Year Built: Renter
Finney County	1977	1977
Ford County	1971	1969
Ellis County	1972	1973

Source: 2022 American Community Survey ACS (5-Year Estimates)

» **Affordable housing traditionally is 2.5 to 3.0 times a households income.**

» **Finney County's value to income ratio falls in this range as opposed to Ellis County with higher values and lower incomes (students).**

Garden City

Population Change by Decade

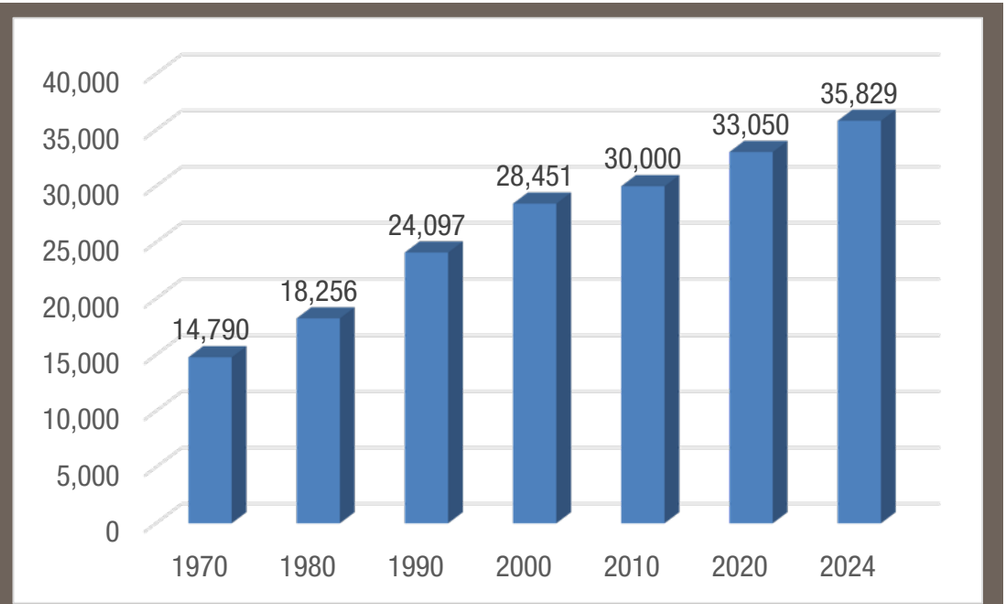
Garden City

» **Based on utility bills, job numbers, construction permits, and other indicators, it is fair to deduce a significant undercount occurred in the 2010 Census.**

» Using the factors above, the City estimates the actual population was between 29,000 to 32,000 +/- in 2010.

	Population	Period Population Change	% Change During Decade	Annual Growth Rate
1970	14,790			
1980	18,256	3,466	23.4%	2.1%
1990	24,097	5,841	32.0%	2.8%
2000	28,451	4,354	18.1%	1.7%
2010	30,000	1,549	5.4%	0.53%
2020*	33,050	3,050	10.2%	0.97%
2024*	35,829	5,829	19.4%	2.04%
2000-2024		7,378	20.6%	1.0%

Source: U.S. Census Bureau; *Finney County Data Report Update (2024)



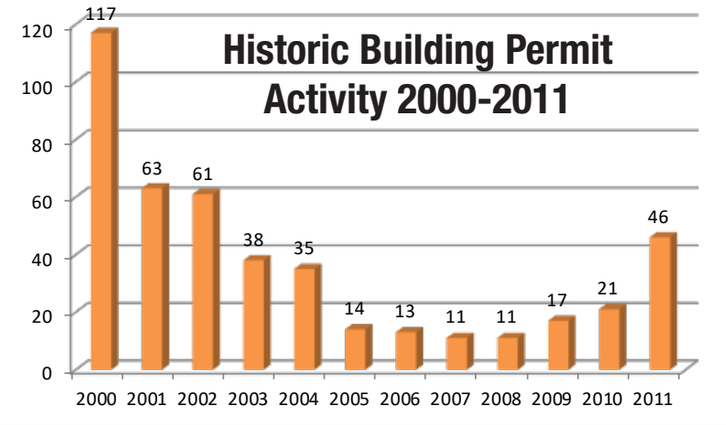
Source: U.S. Census Bureau; Finney County Data Report Update (2024)

» **Using Finney County Economic Development's analysis of the undercount, *the cities 2024 estimated population would be 35,829.***

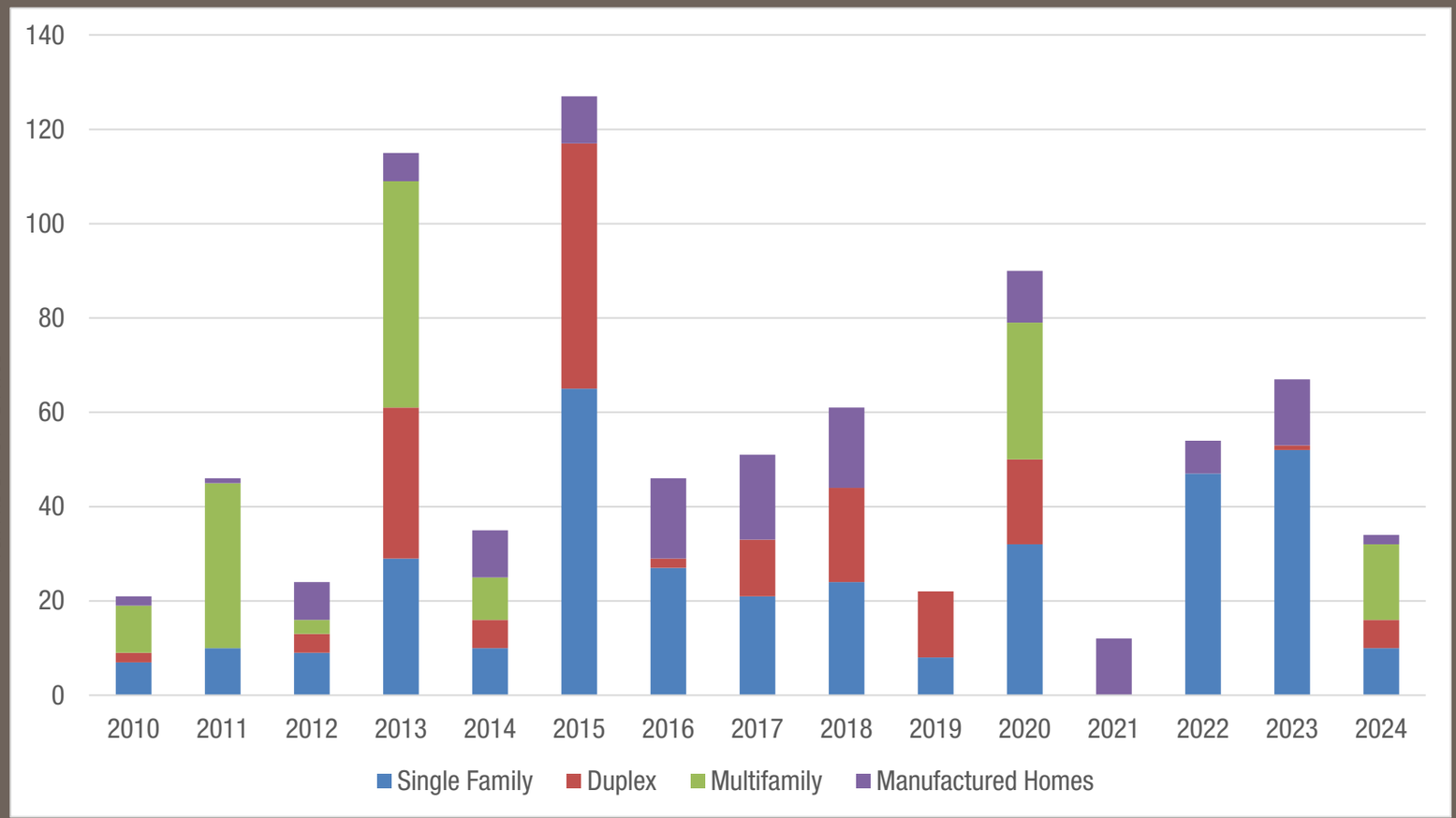
» **In the last four years, it would appear that Garden City has leveraged economic development opportunities and grown at a faster rate than in the last 15 years.**

Construction Activity

Garden City



Historic Building Permit Activity 2010-2024



Source: City of Garden City

» Since 2010 construction activity has seen big swings, including a low point in 2021.

» Stronger production in 2020 and 2023 supported the growth of the last 4 years but likely not at a rate necessary to increase options in the market and address pent-up demand.

2035 Population Scenarios

Garden City

Growth Rate	2010	2020	2024*	2030	2035
0.29% (Construction Activity)	30,000	33,050	35,829	36,455	36,986
0.53% (2000-2010)	30,000	33,050	35,829	36,987	38,182
1.28% (2010-2024)	30,000	33,050	35,829	38,662	41,719
2.04% (2010-2024)	30,000	33,050	35,829	40,442	45,648

Source: RDG Planning & Design

*Population from Finney County's Data Report Update (2024) - Undercount

» **Since 2020 it would appear that the city grew at approximately 2% annually, a rate not seen since the 1980s.**

» **A 1% annual growth rate aligns closely with traditional, healthy mid-size cities.**

Occupancy Changes

Garden City

	2010		2022		Change 2010-2022
	Number	% of Occupied Units	Number	% of Occupied Units	
Owner-Occupied	5,495	60.6%	5,934	59.8%	439
Renter-Occupied	3,576	39.4%	3,986	40.2%	410
Total Vacant	585		852		267
Vacancy rate	6.1%		7.9%		
Total Units	9,656		10,772		1,116

Source: U.S. Census Bureau; RDG Planning & Design

» **The Census estimates that the city added 1,116 units between 2010 and 2022 but building permits would indicate that only 805 units were added during that time.**

» **This difference may reflect the margin of error in the count but also the potential conversion of single-units into multi-unit structures.**

» **The trend toward a higher percentage of renter occupancy is likely correct as this was seen at a national level.**

The Demand Projection Process

- ***Two models are illustrated in this report to compare the demand generated by two different population models.***
- **The population forecast, recent construction activity and assumptions about people per household generates an overall housing demand.**
- **Distribution of household income in a community is important.**
- **Income ranges were matched with affordability price points, based on housing costs equal to 30% of adjusted gross income.**
- **Defined price breakouts for new housing demand, based on the assumption that new construction should ideally be affordable to the existing household income distribution.**

Development Projection - 2% Annual Growth Rate (AGR) Scenario

Garden City

	2024	2030	2035	Total
Population at End of Period	35,829	40,442	45,648	
HH Population at End of Period	35,137	39,661	44,767	
Average PPH	2.75	2.75	2.75	
HH Demand at End of Period	12,777	14,422	16,279	
Projected Vacancy Rate	7.9%	7.9%	7.9%	
Unit Needs at End of Period	13,874	15,661	17,677	
Replacement Need (total lost units)		60	50	110
Cumulative Need During Period		1,846	2,066	3,912
Average Annual Construction		308	413	356

Source: RDG Planning & Design

» **If the city was able to sustain the estimated 2% annual growth rate that has occurred since 2020, an additional 356 units would need to be added on an annual basis.**

» **Since 2010, the city has only experienced two years (2013 and 2015) where production went above 100 units annually.**

Development Projection - 1.28% Annual Growth Rate (AGR) Scenario

Garden City

	2024	2030	2035	Total
Population at End of Period	35,829	38,662	41,719	
HH Population at End of Period	35,137	37,915	40,913	
Average PPH	2.75	2.75	2.75	
HH Demand at End of Period	12,777	13,787	14,877	
Projected Vacancy Rate	7.9%	7.9%	7.9%	
Unit Needs at End of Period	13,874	14,971	16,155	
Replacement Need (total lost units)		60	50	110
Cumulative Need During Period		1,157	1,234	2,391
Average Annual Construction		193	247	217

Source: RDG Planning & Design

- **Since 2010 the city's annual growth rate has been closer to 1.28%. Sustaining this level of growth would require an additional 217 units annually.**
- **As noted on the previous page, the city has not produced housing at this level in decades, if ever.**
  - **This under production while the city continued to grow results in households doubling up or units remaining on the market in poor condition.**
- **A higher production rate should address growth demand but also pent-up demand due to under-production in the last two decades.**

Income Distributions and Housing Affordability Ranges (2022 Estimates)

Garden City

Income Range	# HHs in Each Range	Affordable Range for Owner Units	# of Owner Units	Affordable Range for Renter Units	# of Renter Units	Total Affordable Units	Balance
$0-25,000	1,566	>$60,000	909	$0-499	589	1,498	-68
$25,000-49,999	1,915	$60,000-124,999	653	$500-999	2,880	3,533	1,618
$50,000-74,999	2,020	$125,000-199,999	2,042	$1,000-1,499	437	2,479	459
$75-99,999	1,146	$200,000-249,999	1,152	$1,500-1,999	71	1,223	77
$100-150,000	2,239	$250,000-399,999	963	$2,000-2,999	9	972	-1,267
$150,000+	1,034	$400,000+	215	$3000+	0	215	-819

* HH = Households

Source: 2022 American Community Survey ACS (5-Year Estimates); RDG Planning & Design

» **This analysis evaluates the availability of affordable housing and compares the quantity of housing affordable to each income group.**

» **Due to the undercount in 2020 the numbers in the balance columns is likely undercounted also but the shortages and surpluses are somewhat proportional.**

» **The continued shortage of housing for those earning over $100,000 put a significant strain on units affordable to those making less than $100,000.**

Comparative Regional Affordability

	Median Household Income	Median House Value	Value / Income Ratio	Median Contract Rent
Garden City	$67,500	$178,900	2.65	$706
Holcomb	$81,111	$174,500	2.15	$504*
Dodge City	$66,932	$112,800	1.69	$726
Great Bend	$53,885	$116,400	2.16	$570

Source: 2022 American Community Survey ACS (5-Year Estimates); RDG Planning & Design
**2021 American Community Survey ACS (5-Year Estimates) - 2022 Estimates were not available for Holcomb.*

- **An affordable, self-sustaining housing market, with adequate value or revenues to support market rate new construction, typically has a V/I value between 2.5 and 3.0.**
- **Ratios below 2.0 are significantly undervalued relative to income and make it difficult to support new construction costs.**
- **Ratios above 3.0 exhibit significant affordability issues.**
- **Affordable rental units have monthly rents less than 30% of the households monthly gross income.**

Housing Development Program - 2% AGR Scenario

Garden City

	2030	2035	2030-2035
Total Need	1,846	2,066	3,912
Total Owner Occupied	923	1,033	1,956
Affordable < $200,000	435	487	921
Moderate Market: $200,000-250,000	127	142	268
Market: $250,000-350,000	247	277	524
HighMarket: > $350,000	114	128	242
Total Renter Occupied	923	1,033	1,956
Low: Less than 500	217	243	461
Affordable: 500-1,000	266	298	564
Market: 1,000-1,500	281	314	594
High Market: $1,500+	159	178	337

Source: RDG Planning & Design

» **This analysis assumes a split of 50% owner-occupied and 50% rental units. This is to address needs for variety in the market and allow for more traditional rental options, freeing some demand for conversion of traditionally single-family homes to rentals.**

» **Based on Finney County Economic Development data, incomes in the last two years have grown by 10% but the cost of housing has likely grown at a faster rate creating a continued demand for lower price point housing.**

Housing Development Program - 1.28% AGR Scenario

Garden City

	2030	2035	2030-2035
Total Need	1,157	1,234	2,391
Total Owner Occupied	579	617	1,195
Affordable < $200,000	272	291	563
Moderate Market: $200,000-250,000	79	85	164
Market: $250,000-350,000	155	165	320
HighMarket: > $350,000	72	76	148
Total Renter Occupied	579	617	1,195
Low: Less than 500	136	145	282
Affordable: 500-1,000	167	178	344
Market: 1,000-1,500	176	187	363
High Market: $1,500+	100	106	206

Source: RDG Planning & Design

- **This analysis also assumes 50/50 split between owner and renter.**
- **Most new construction will cost more than $200,000 or demand rents greater than $500 a month. Lower price points will have to be met by:**
  - **Production of ownership options that are not the traditional single-family detached, but duplexes, townhomes, or other medium and higher density configurations that reduce per unit costs.**
  - **Funding assistance that offset lot development costs and smaller square footage homes.**
  - **Rehabilitation of existing housing units.**
  - **Construction of higher priced units that allow existing households to make the next step up.**

Holcomb

Population Change by Decade

Holcomb

	Population	Period Population Change	% Change During Decade	Annual Growth Rate
1970	272			
1980	816	544	200.0%	11.6%
1990	1,400	584	71.6%	5.5%
2000	2,026	626	44.7%	3.8%
2010	2,094	68	3.4%	0.3%
2020	2,522	428	20.4%	1.88%
2022	2,395	-127	-6.1%	-
2000-2020		496	19.7%	1.8%

Source: U.S. Census Bureau

» **As noted earlier, over 50% of Finney's population was composed of individuals in racial and ethnic groups that are traditionally at risk for being undercounted.**

» **This percentage is much smaller for Holcomb but there is likely a portion of Finney County's undercount in Holcomb.**

» **While the 2022 estimate would appear to indicate a slight decline in population, it is more likely that the city has maintained or even slightly grown in population.**

2035 Population Scenarios

Holcomb

Growth Rate	2010	2020	2022	2030	2035
0.5% AGR	2,094	2,522	2,395	2,492	2,555
1.0% AGR	2,094	2,522	2,395	2,593	2,726
2.0% AGR	2,094	2,522	2,395	2,806	3,098

Source: RDG Planning & Design

- **From 2000 to 2020 the city grew at an annual rate of nearly 2%.**
- **Based on historic trends, Holcomb is likely to have a 2035 population between 2,726 and 3,098.**

Occupancy Changes

Holcomb

	2010		2022		Change 2010-2022
	Number	% of Occupied Units	Number	% of Occupied Units	
Owner-Occupied	520	79.5%	657	90.5%	137
Renter-Occupied	134	20.5%	69	9.5%	-65
Total Vacant	26		52		26
Vacancy rate	3.8%		6.7%		
Total Units	680		778		98

Source: U.S. Census

- **New construction was primarily focused on single-family development, increasing the number of owner-occupied houses**
  - **The decrease in rentals may have resulted from conversion of rental units to owner-occupancy**
- **The margin of error in estimating vacant units is often higher in smaller communities and therefore the vacancy rate has likely not changed much since the 2020 count of 4.6%.**

Development Projection Process

Holcomb

- The population forecast, recent construction activity and assumptions about people per household generates an overall housing demand.
- Distribution of household income in a community is important.
- Income ranges were matched with affordability price points, based on housing costs equal to 30% of adjusted gross income.
- Defined price breakouts for new housing demand, based on the assumption that new construction should ideally be affordable to the existing household income distribution.

Development Projection

Holcomb

	2022	2030	2035	Total
Population at End of Period	2,395	2,593	2,726	
HH Population at End of Period	2,395	2,593	2,726	
Average PPH	3.20	3.20	3.20	
HH Demand at End of Period	748	810	852	
Projected Vacancy Rate	6.7%	6.7%	6.7%	
Unit Needs at End of Period	802	868	913	
Replacement Need (total lost units)		8	5	13
Cumulative Need During Period		56	49	105
Average Annual Construction		9	10	10

» To support a *1% annual growth rate*, or a population of 2,726 by 2035 Holcomb would need to add *105 units to the housing stock*.

» If the city grew by *2% annually,* or 3,098 by 2035 there would need to be *212 units added to the market.*

» In both these scenarios the average household size would remain at a high of 3.2, the vacancy would remain at 6.7%, and one unit per year would need to be replaced.

» Building 10 to 20 units per year on average would be well above the city's historic trend.

Income Distributions and Housing Affordability Ranges (2022 Estimates)

Holcomb

Income Range	# HHs in Each Range	Affordable Range for Owner Units	# of Owner Units	Affordable Range for Renter Units	# of Renter Units	Total Affordable Units	Balance
$0-25,000	78	>$60,000	106	$0-499	41	147	69
$25,000-49,999	129	$60,000-124,999	43	$500-999	14	57	-72
$50,000-74,999	141	$125,000-199,999	222	$1,000-1,499	10	232	91
$75-99,999	115	$200,000-249,999	87	$1,500-1,999	4	91	-24
$100-150,000	198	$250,000-399,999	195	$2,000-2,999	0	195	-3
$150,000+	65	$400,000+	4	$3000+	0	4	-61

* HH = Households

Source: 2022 American Community Survey ACS (5-Year Estimates); RDG Planning & Design

- **This analysis evaluates the availability of affordable housing and compares the quantity of housing affordable to each income group**
- **Most households making over $75,000 are living in units priced below $200,000**
- **Options for empty-nesters and families looking for move-up housing would provide these households with options**

Comparative Regional Affordability

	Median Household Income	Median House Value	Value / Income Ratio	Median Contract Rent
Holcomb	$71,500	$157,700	2.21	$304
Garden City	$59,331	$158,500	2.67	$640
Cimarron	$95,114	$156,100	1.64	$541
Greensburg	$45,515	$149,000	3.27	$516
Meade	$68,333	$105,400	1.54	$457

Source: 2021 American Community Survey ACS (5-Year Estimates); RDG Planning & Design

» **An affordable, self-sustaining housing market, with adequate value or revenues to support market rate new construction, typically has a V/I value between 2.5 and 3.0.**

» Ratios below 2.0 are significantly undervalued relative to income. Traditionally this makes it difficult to support new construction but a lower ratios in Cimarron & Holcomb is more of a reflection of high incomes then low home values.

Housing Development Program

Holcomb

	2030	2035	Total
Total Need	56	49	105
Total Owner Occupied	28	25	53
Affordable < $200,000	12	10	22
Moderate Market: $200,000-250,000	5	4	9
Market: $250-350,000	9	8	17
HighMarket: Over $350,000	3	2	5
Total Renter Occupied	28	25	53
Low: Less than 500	5	4	9
Affordable: 500-1,000	8	7	15
Market: 1,000-1,500	9	8	16
High Market: $1,500+	7	6	13

Note: Rounding may result in totals not matching
Source: RDG Planning & Design

» **This analysis assumes a split of 50% owner-occupied and 50% rental units for the next five years.**

» ***Over the next 11 years Holcomb will need between 22 and 44 units priced below $200,000.*** **These units will mostly come from the existing market or production of non-traditional housing units.**

Finney County

Total Housing Need

	2030	2035	Total
Rural Finney County	230	190	420
Garden City	1,157	1,234	2,391
Holcomb	56	49	105
Total	1,922	1,473	2,916

Source: RDG Planning & Design

» ***To support growth in the next eleven years Finney County will need to produce nearly 3,000 units***

» **For both Garden City and Holcomb, higher growth scenarios were illustrating but would require building levels not seen in Finney County.**

Opportunities & Challenges

The following section is based on stakeholder interviews completed in 2021.

Opportunities and Challenge

- **Market Not Keeping Up with Demand**
- **Lack of Lots**
- **Empty-nester & Retiree Housing**
- **Continue Whats Working & Retool What Is Not**
- **Continue to Expand Partnerships**
- **Embrace Innovation**

Opportunities and Challenge

- ***Market Not Keeping Up with Demand***
- Lack of Lots
- Empty-nester & Retiree Housing
- Continue Whats Working & Retool What Is Not
- Continue to Expand Partnerships
- Embrace Innovation

The 2008 CHAT cited several major housing needs, of which rental development appeared the most immediately critical. These rental needs persist and have extended to the for sale market. The Pandemic resulted in fewer people putting their homes on the market, record low interest rates spurring a desire to buy, and a shortage in building materials and costs slowed production. These shortages have only further increased the challenge of housing a growing workforce and ensuring that all residents have safe and affordable housing.

Opportunities and Challenge

- Market Not Keeping Up with Demand
- ***Lack of Lots***
- Empty-nester & Retiree Housing
- Continue Whats Working & Retool What Is Not
- Continue to Expand Partnerships
- Embrace Innovation

Over the past ten years the RHID tool has been successfully used in Garden City to develop buildable lots. These lots have generally met the need for the three to four bedroom single family detached home. At the same time most infill lots have been built upon. This has resulted in a lack of lots and especially in variety of lots offered. This makes it more challenging to build smaller homes, single-family attached, and townhome units. Additionally, the number of lots produced in the last decade will not support the demand for over 1,600 additional units.

There are growing opportunities in Holcomb and adjacent to Garden City in the County. Future demand will require new lots in a variety of locations and sizes essential to creating a more balanced and healthy housing market.

Opportunities and Challenge

- Market Not Keeping Up with Demand
- Lack of Lots
- ***Empty-nester & Retiree Housing***
- Continue Whats Working & Retool What Is Not
- Continue to Expand Partnerships
- Embrace Innovation

The lack of lot variety and therefore unit variety most directly impacts empty-nesters and retirees who are looking to downsize. These households often live in the starter homes appropriate to young families but they remain in the homes because they see no other alternative. Over the coming years this population will only continue to grow and as they retire they will leave job vacancies but often not a home vacant. Additionally, the housing products they demand, lower-maintenance and community centered, are often appealing to young professionals looking to move out of the traditional multi-family structure.

Opportunities and Challenge

- Market Not Keeping Up with Demand
- Lack of Lots
- Empty-nester & Retiree Housing
- ***Continue Whats Working & Retool What Is Not***
- Continue to Expand Partnerships
- Embrace Innovation

Over the past decade Garden City has tried many different programs and strategies to encourage new housing development. Some programs have been very successful like RHIDs and changing USDA requirements. At the same time other programs that have encouraged specific price point homes or reinvestment in older housing have not been as successful. These programs should be retooled such as the recent extension of the repayment term for higher density developments. Programs such as the Neighborhood Revitalization Program should be updated and the focus put on new construction or investor driven rehab where a rebated is more appealing.

Opportunities and Challenge

- Market Not Keeping Up with Demand
- Lack of Lots
- Empty-nester & Retiree Housing
- Continue Whats Working & Retool What Is Not
- ***Continue to Expand Partnerships***
- Embrace Innovation

No city or economic development agency can solve the housing issues alone. Partnerships will be essential, and continuing to bring the county, Garden City Community College, and major employers to the table will be essential to solving a multi-pronged problem. A non-profit was proposed in the previous housing study and may still be essential to the preservation of existing affordable housing. Employers roles may vary based on their level of comfort but assisting in housing will be essential to attracting and retaining a necessary workforce. Training the next generation of workers for the building trades is beginning to happen but the next step may be finding incentives that keep them in the community following their training. Ultimately the housing issue has many aspects and will need to be addressed from different angles with different expertise.

Opportunities and Challenge

- Market Not Keeping Up with Demand
- Lack of Lots
- Empty-nester & Retiree Housing
- Continue Whats Working & Retool What Is Not
- **Continue to Expand Partnerships**
- ***Embrace Innovation***

In the past year we have learned that thinking about new ways of approaching problems can make us all better at what we do for our communities. As we move forward the labor shortages and cost of materials create a great opportunity to innovate and think about housing production in new ways. Traditional stick built on site approaches may have to evolve. Modular construction, 3D printing, and innovations in materials should be encouraged and not overly limited by a community's building codes. Not all of these techniques may work but pilot projects should be encouraged and adjusted to work in the Finney County market.

Directions Forward

The following section is based on an analysis of the current market trends, and stakeholder group discussions completed in 2021.

Strategic Objectives

Garden City and Holcomb have made progress in addressing the housing issues identified by the 2008 CHAT. These included significant new development projects, downtown adaptive reuse, and upticks in typical rental rates that have increased the feasibility of market-rate new construction and downtown rehabilitation. Garden City Community College established a building trades program in 2019, in partnership with the school district and the Southwest Kansas Builders Association. GCCC is raising funds to expand this program to include plumbing, masonry and concrete finishing, additional carpentry trades and certifications all to be housed in a new Construction Trades Training Center.

The City of Garden City has waived fees and established other programs, and the County is looking at a new sewer district.

Despite all of this work the undersupply in housing remains. Record low numbers of homes for sale are leaving many out of the ownership market. At the same time new residents looking to rent cannot find the units that are appropriate to their stage of life. In addition, existing vacant positions and potential employment growth are being held back by both a labor and housing shortage and only add further stress to the regional housing market.

Strategic Objectives

As the area continues to address housing challenges, we recommend the following strategic objectives:

A. Expand the *variety of housing products* to include units appealing to empty-nesters and younger households.

B. *Encourage development in a variety of locations and densities* to accommodate a wider range of housing types and ensure that zoning supports new innovative approaches.

C. Use strategic *rehabilitation and housing conservation* focuses that will both conserve housing stock and preserve moderate priced housing.

D. Continue to *expand strategic partnerships* that will help address both housing and workforce needs .

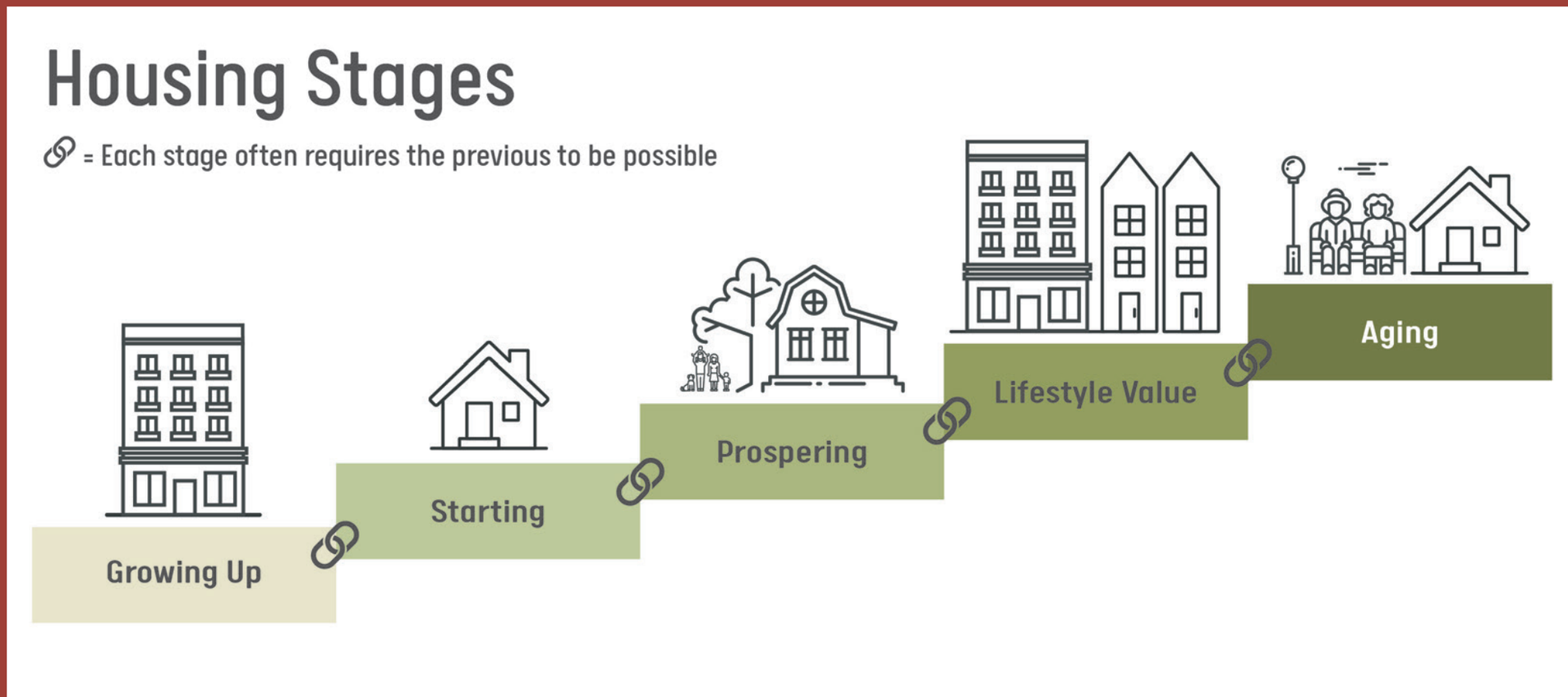
Lot Variety

Over the past decade *Garden City has used the RHID to address the lot supply issue. However, there is still not enough supply to meet demand through 2030*. Additionally, most of these lots have focused on single-family detached homes. Many of these easier locations have been developed in Garden City and areas adjacent to the Garden City and in Holcomb will need to play a bigger role.

The *new sewer district in the county* is a vital element in addressing the lot supply issue. As this area is partially built out with light industrial uses, the area unfortunately does not lend itself to being a master planned neighborhood.

Lot variety will also need to be addressed. The lack of variety has limited the variety of housing products that can be built. Participants noted some interest in building smaller footprint housing that are naturally more affordable and can fill some of the starter home demand. At the same time attached and lower maintenance options can be very appealing to empty-nesters living in housing that is affordable to young families.

Housing Variety



A healthy housing market provides options at every stage of life.

Housing Variety

Approximately 46% of all owner-occupied units are occupied by households over the age of 55. The overwhelming majority of these units are single-family detached homes that are priced below new construction costs. Offering an alternative to only 10% of these households would result in over 370 housing units entering the “for sale” market.

To produce these units and even more traditional rental options, appropriate lots and zoning adjustments should be addressed. Housing rehab programs may also be needed to ensure that existing homes are improved and maintained as safe and affordable units.

Housing Variety

Over the last several years there has been a growing emphasis on the impact that zoning can have on the ability to produce affordable housing and the variety of housing needed to support a healthy market. In the second half of the 20th Century ordinances favored the construction of single-family detached housing. As suggested in the 2021 CHAT update, Garden City zoning regulations were amended in 2022 to allow residential in the Neighborhood Shopping (C-1) and General Commercial (C-2) districts by adding the Planned Commercial Development Overlay (PCD) District.

The City of Garden City is considering additional amendments to the zoning ordinance:

- **Creating a new zoning district allowing smaller lot sizes and new types of residences such as accessory dwelling units and pocket neighborhoods.**
- **Reduced parking requirements.**
- **Retail is changing and many of the mid- to large-box retailers that have closed over the past five years are unlikely to return. These sites can the be ideal location for higher density residential developments. These sites are less likely to experience neighborhood opposition and have easier access to transit and service related jobs.**

Housing Variety - Case Studies

Historically attached units seamlessly fit into single family neighborhoods

Small Lot Single-Family Detached with alley loaded garages

Infill development on a former Wal-Mart site

Cottage Court Single-Family Detached with shared maintenance

Housing Partnership

The 2008 CHAT recommended a housing partnership that included a housing development organization such as a CHDO and a Lending Consortium that pools resources to provide interim financing for important regional housing projects. The need for partnerships remains critical with the focus shifting slightly.

A. *Development of a non-profit* that can assist in the preservation of existing affordable housing. New housing can never be built at price points comparable to the existing housing stock and nearly 60% of all structures in Finney County were built before 1970.

B. Continued expansion of *partnerships to include employers*. Employers will have different comfort levels but addressing their workforce needs will have to include housing.

Non-Profit Developer - Case Study

Purchase Rehab Resale

Over a five year period NeighborWorks Northeast Nebraska implemented a highly successful Purchase-Rehab-Resale program in Columbus, NE. Under the program, repairs can range from $2,000 to $25,000. Following completion of the repairs the home is sold to the qualifying household often with down payment assistance of 20% of the final purchase price, up to $20,000. *For Columbus this has resulted in 140 homes rehabbed homes as owner-occupied units, often by first time home buyers.*

Housing Rehab

There are currently no housing rehab programs through the city or if there are they are not easily found through a quick internet search. Programs should be developed or advertised more that focus on:

» Basic repair and maintenance and the avoidance of band-aid projects

» Improving the energy efficiency of units and lower overall cost of housing

» Rehab of both owner and renter occupied units

This should be combined with continued enforcement of existing codes and the funding necessary for enforcement.

Housing Rehab

When the NRP program was established many thought that it would encourage rehabilitation and reinvestment. Market economics have resulted in it being a program that has been successful in encouraging reinvestment in neighborhoods through new construction by investors but the rebate is less appealing to those looking to rehab existing housing.

- **The existing NRP program should be updated and focused on targeted areas of the city.**

- **New programs, like the Downtown RHID, should be leveraged to convert the remaining and hardest opportunities in the Downtown.**

Housing Rehab - Case Study

Rural Housing Incentive Districts: Upper Story Program

» Garden City has successfully converted most of the easy upper story spaces to residential units. The remaining opportunities are more challenging due to size or condition. The new RHID Upper Story Program may be solution.

» Similar to the general RHID of previous years, the Upper Story RHID program applies to cities with a demonstrated housing shortage that is impeding economic opportunity. The RHID *Upper Story program can help reimburse a variety of cost from roofing and HVAC to removal of hazardous materials and plumbing* by allowing the developer to capture the incremental increases from the property tax. The RHID can be used to purchase a building and can have commercial activity on the first floor, but RHID funds can only be used for the residential component of the building.

Partnerships

Partnerships will continue to be essential to addressing the County's housing needs. Maintaining and expanding these should focus around:

» **Greater involvement of employers in housing**

» **Workforce development of those in the building trades**

» **Pool necessary gap financing**

Housing Conservation & Partnerships - Case Study

Homeward Housing Trust Fund

Homeward, Inc is an organization of eight rural Iowa electric cooperatives that provides a variety of housing assistance programs.

The Homeward Housing Trust Fund provides a pool of funding in the form of grants and loans to households making a certain percentage less than the area median income. These include minor home repairs for households under 30% area median income and home improvement grants for households under 80% of the area median income. Improvements include structural repairs, utility repairs, energy-efficiency, and similar improvements with a grant amount up to $3,500 and loan amount up to $3,500.

Since being created in 1996 the program has assisted over 1,800 rural households with over $6 million for down payment and improvement loans. Funding for the program comes primarily from a Housing Trust Fund grant.

http://www.homewardiowa.com/content/trust-fund-grants-loans

Workforce Development

The workforce shortage within the building trades is a national issue, a recent analysis by FCEDC shows that the Finney County construction trades workforce is short at least 615 workers, therefore finding ways to retain those trained in building trades is important. The Western Kansas Careers Showcases held eight focused career showcases during the 2023-24 school year that drew a total of 1000 students from 30 area high schools. The WKCS goals include growing a responsive rural workforce that trains and keeps area students in the area.

Garden City Community College has established a successful building trades program and extended the program to the local school district. However, there is no guarantee that graduates remain in the areas. Community leaders should consider:

» In conjunction with WKCS and area business sponsoring internships in the building trades which would lead to full-time positions if the interns remain in Finney County after completing training and any certifications.

» Outreach to current trade businesses to assist with ***succession planning***

» Greater ***encouragement of students*** into these programs

Employer Assistance

Employers can play an important role in addressing housing needs through a variety of initiatives:

- **Funding of housing development programs that target income ranges of their employees.**
- **Donation of excess property for housing development.**
- **Sharing the risk of new developments, such as pledging to rent a unit or cover rents if units are not filled.**
- **Direct development of rental housing or subdivisions.**

Every employer may have a different comfort level but traditional programs like moving costs and down payment assistance have little impact when the unit is nearly impossible to find.

Employer Assisted Housing - Case Study

The Colfax County School District adopted a Workforce Housing Initiative Pilot Program (WHIPP) to reinforce their commitment to the philosophy that employees should reside within the community they work. This philosophy recognizes the mutual benefits to the organization (increased retention), the community (additional residents), and the employee (increased stability and decreased transportation costs). In addition, to developing new single family homes, the WHIPP offers the following incentives to employees to rent or buy the new housing units:

- **Eligibility for a $1,000 bonus to employees moving into the district and the following:**
  - **Home renter subsidy of $1,000 annually for a maximum of five years; or**
  - **Home owner subsidy:**
  - **$2,000 annually for a maximum of five years; or**
  - **Lump sum subsidy of $10,000 for downpayment and closing costs on a WHIPP approved home**

Funding is budgeted annually by the school district for the program.

http://www.livene.org/nifa/resources/?item=10688

GARDEN CITY
KANSAS

November 5, 2024

Kansas Housing Resources Corporation
Alissa Ice, Director of Housing Development
611 South Kansas Ave, Suite 300
Topeka, KS 66603-3803

Greetings,

Please find the attached application and supporting documents for the 2024 Response to the Kansas Moderate Income Housing (MIH) and the Kansas Moderate Investor Tax Credit (KHITC) Request for Proposal for Garden City, Kansas. The City has partnered with Petra to build 40 units, consisting of 1-bedroom, 2-bedroom and 3-bedroom generally located at N. Jennie Barker and north of K-156.

The Garden City Governing Body has determined there is a substantial need for housing in this community. It has passed a resolution in support of this application, and they ask that consideration be given to this project.

Please feel free to contact the Neighborhood & Development Services Department at 620-276-1170 if you have any questions or concerns regarding this submittal.

Respectfully,

Manuel F. Ortiz, Mayor

Manuel F. Ortiz
Mayor

Roy Cessna
Commissioner

Bryce Landgraf
Commissioner

Tom Nguyen
Commissioner

Troy R. Unruh
Commissioner

Matthew C. Allen
City Manager

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

620-276-1160

www.garden-city.org

GARDEN CITY
— KANSAS —

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Daunte Thompson, Planner
DATE: November 5, 2024
RE: Rezone from "I-2" Medium Industrial District to "C-2" General Commercial District for the property generally located at 1404 W. Mary Street.

ISSUE:
The Governing Body is asked to consider and approve an ordinance rezoning from "I-2" Medium Industrial District to "C-2" General Commercial District for the property generally located at 1404 W. Mary Street.

1. Ordinance No. _____ -2024 an ordinance approving the rezoning of certain land in the corporate limits of Garden City, Kansas from "I-2" Medium Industrial District to "G-2" General Commercial District; amending the zoning ordinance, zoning regulations, and district zoning map of the City of Garden City, Kansas; and repealing the current zoning ordinance, zoning regulations, and district zoning map of the same; all to the Code of Ordinances of the City of Garden City, Kansas.

BACKGROUND:
On behalf of Caro's Electric, Jorge Caro requests to rezone the property generally located at 1404 W. Mary Street from "I-2" Medium Industrial District to "C-2" General Commercial District. The property contains +/- 3.91 acres, is currently vacant, and the owner intends to construct an event venue. Event venues are a permitted use within the "C-2" district but not within the "I-2" district.

STAFF ANALYSIS:
The proposed use conforms with the Garden City Comprehensive Plan's Future Land Use Map, which identifies this property as mixed-use potential that generally consists of commercial and residential uses. The surrounding properties' zoning districts include the "G-C" General Commercial District (County zoning) and "I-2" Medium Industrial District. Given the commercial and industrial districts and uses surrounding the property, the proposed use conforms with the neighborhood and will have no adverse effects on the nearby properties. If approved, the development is required to go through the site and building plan review process before the issuance of any building permits. The Governing Body may make its decision and state its findings according to the criteria in Section 27.040. Below is the complete list of these criteria:

27.040. AMENDMENT EVALUATION CRITERIA. Prior to taking any action on a request for an amendment which is not a general revision of the Zoning Regulations and which will affect specific property, the Planning Commission shall give consideration to the following evaluation criteria:
(A) The physical character of the neighborhood surrounding the property under consideration.
(B) The existing zoning and land uses of properties both adjacent and near the property under

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

The Planning Commission recommended approval of the proposed rezoning request at the October 17, 2024 meeting by unanimous vote (minutes attached).

ALTERNATIVES:

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

RECOMMENDATION:

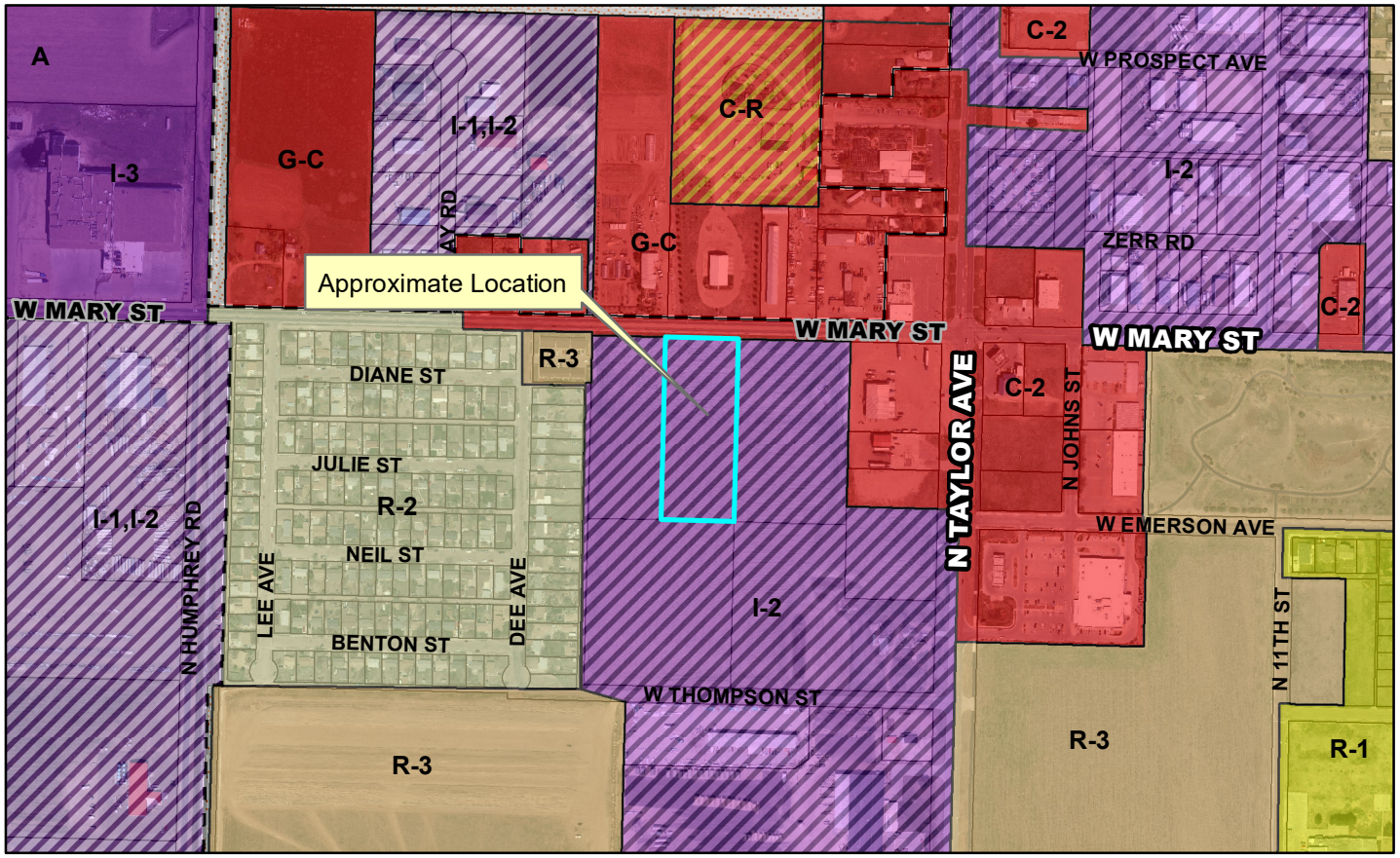
Staff recommends the Governing Body adopt the Planning Commission's recommendation and approve the proposed ordinance.

FISCAL NOTE:

There is no fiscal impact.

ATTACHMENTS:

Vicinity Map
Ordinance
General Information
PC Minute Excerpt



Case Number: GC2024-41
Applicant: Jorge Caro
Address: 1404 W. Mary Street
Request: Rezone request from "I-2" Medium Industrial District to "C-2" General Commercial District.

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

ORDINANCE NO. _____ - 2024

AN ORDINANCE APPROVING THE REZONING OF CERTAIN LAND IN THE CORPORATE LIMITS OF GARDEN CITY, KANSAS FROM "I-2" MEDIUM INDUSTRIAL DISTRICT TO "C-2" GENERAL COMMERCIAL DISTRICT THAT IS GENERALLY KNOWN AND NUMBERED AS 1404 WEST MARY STREET, GARDEN CITY, KANSAS PURSUANT TO A REQUEST SUBMITTED BY CARO'S ELECTRIC, L.L.C.; AMENDING THE ZONING ORDINANCE, ZONING REGULATIONS, AND DISTRICT ZONING MAP OF THE CITY OF GARDEN CITY, KANSAS; AND REPEALING THE CURRENT ZONING ORDINANCE, ZONING REGULATIONS, AND DISTRICT ZONING MAP OF THE SAME; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

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

SECTION 1. The purpose of this ordinance is to rezone certain real property pursuant to K.S.A. 12-757 and pursuant to a request submitted by **CARO'S ELECTRIC, L.L.C.**, a Kansas limited liability company, to convert the property from a vacant lot to an event venue.

SECTION 2. The Zoning Ordinance of the City of Garden City, Kansas, adopted by Ordinance No. 2813-2018, with all amendments thereto, is hereby amended to rezone the below described real property situated in Garden City, FINNEY County, KANSAS, from "I-2" Medium Industrial District to "C-2" General Commercial District:

Lot Two (2), Block One (1) of Gian Addition, a subdivision to the City of Garden City, Finney County, Kansas, according to the recorded plat thereof, which is commonly known and numbered as 1404 West Mary Street, Garden City, Kansas.

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

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

SECTION 5. This ordinance shall be in full force and effect from and after its publication, or the 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 5th day of November, 2024.

_____
MANUEL F. ORTIZ, Mayor

ATTEST:

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

APPROVED AS TO FORM AND CONTENT:

_____
JENNIFER V. CUNNINGHAM, City Attorney

W:\RDG\CITY\NDS\REZONING\1404.W.Mary(Caros Electric LLC)\Ordinance.Rezoning.GC2024-41(Caros Electric).docx

GC2024-41: Rezoning from "I-2" Medium Industrial District, "C-2" General Commercial District for the property generally located at 1404 W. Mary Street, Garden City, Kansas.

GENERAL INFORMATION

Date:	October 17, 2024	**Jurisdiction:**	Garden City
Owner:	Caros Electric, LLC		
Applicant:	Jorge Caro		
Requested Action:	Rezone to “C-2” General Commercial District		
Purpose:	To construct an event venue.		
Location address:	The property is generally located at 1404 W. Mary Street		
Comprehensive Plan:	The proposed land use is not consistent with the Comprehensive Plan.		
Sites Existing Zoning:	"I-2" Medium Industrial District		
Surrounding Zoning:	North “G-C” General Commercial District (County) South “I-2” Medium Industrial District East “I-2” Medium Industrial District West “I-2” Medium Industrial District		
Land Area:	Contains +/- 3.91 acres		
Notice Date:	This project was published and noticed by mail as required by code.		

MINUTES

HOLCOMB - GARDEN CITY - FINNEY COUNTY AREA PLANNING COMMISSION

October 17, 2024

The Holcomb-Garden City-Finney County Area Wide Planning Commission scheduled a Public Hearing at 9:00 a.m. Thursday, October 17, 2024, in the City Commission Chambers at the City of Garden City Administrative Center located at 301 N 8th Street, Garden City, Kansas.

1. CALL TO ORDER

Chair Germann called to order the Area Wide Planning Commission meeting at 9:00 a.m. The following Commission members were present: Member Anliker, Member Collins, Member Crockett, Member Michel, and Member Rupp. Also present were Staff Charles, Staff Presisto, and Staff Thompson.

2. **APPROVAL OF MINUTES –** September 19, 2024

Member Rupp made a motion to approve the minutes from September 19, 2024. *Member Michel* seconded the motion. Votes were taken by yeas and nays and recorded as follows:

Anliker	Collins	Crockett	Crist	Germann	Glass	Michel	Randall	Rupp
Yea	Yea	Yea	Not Present	Yea	Not Present	Yea	Not Present	Yea

Motion passed.

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

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

4. GENERAL STAFF REPORT AND UPDATE

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

5. SUBMITTAL OF EXHIBITS FOR THE RECORD

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

6. NEW BUSINESS

GC2024-41: A rezone from "I-2" Medium Industrial District to "C-2" General Commercial District for the property generally located at 1404 W. Mary Street, Garden City, Kansas, at the request of Jorge Caro.

Staff Thompson- Presented staff report.

OPEN PUBLIC COMMENT

Dan Fankhauser, Representative for Applicant- I was the architect on this project, and I just wanted to answer any questions that you might have. It's basically a facility that will be open on weekends, Friday, Saturday, and

Sunday in the evening so it shouldn't disturb any of the people around that area as far as noise level or anything like that. This is a rather large facility over twelve thousand square feet and there is phase two that would be another addition to the back of this. It'll have paved parking. The zoning book doesn't really include this type of use yet and maybe we need to because there seems to be need. I'm working on three more event centers right now, so I think it is something that we are going to see more and more of in the future. There is a C-2 just down the street to the west. There is a restaurant there and I think it is for sale at the present time. That is C-2 and of course you've got the Eagles Lodge which is diagonally to the north and east of this property. I'd be glad to answer any questions. The facility will have approximately three hundred and fifty people the way it is set up.

Chair Germann- Does the applicant own any of the rest of that property there?

Dan Fankhauser- He owns that property just to the west which is an electrical business. The ground to the east, I'm not sure who owns that. But as you can see there is quite a bit of C-2 around that area.

Chair Germann- I'm assuming parking and everything has been considered and we are good on that?

Staff Charles- Yes.

CLOSE PUBLIC HEARING

MEMBER MICHEL MADE A MOTION TO RECOMMEND APPROVAL OF THE REZONE FROM "I-2" MEDIUM INDUSTRIAL DISTRICT TO "C-2" GENERAL COMMERCIAL DISTRICT PER STAFF RECOMMENDATION ALTERNATIVE 1. MEMBER COLLINS SECONDED THE MOTION.

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

Anliker	Collins	Crockett	Crist	Germann	Glass	Michel	Randall	Rupp
Yea	Yea	Yea	Not Present	Yea	Not Present	Yea	Not Present	Yea

Motion passed.

7. ADJOURN

The meeting was adjourned at 9:18 A.M.

Trent Maxwell	Secretary	Vicki Germann	Chairman
Aleecya Charles	Staff	Sean Collins	Vice-Chairman

GARDEN CITY
— KANSAS —

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Director of Neighborhood and Development Services
DATE: November 5, 2024
RE: Unsafe/Dangerous Structure for the property located at 2808 N. Taylor Avenue

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ISSUE:
The Governing Body is asked to consider approving a resolution establishing a date and time for a public hearing regarding a Unsafe/Dangerous Structure for the property located at 2808 N. Taylor Avenue for January 7, 2025 at 1:30 p.m.

1. Resolution No. _____ - 2024 a resolution of the Governing Body of the City of Garden City, Kansas fixing a time and place at which the owner, the owner's agent, any lienholders of record, and any occupant of a structure, which is commonly known and numbered as the Dusty Trail Inn at 2808 North Taylor Plaza, Garden City, Kansas and more particularly described in the body of this resolution, may appear and show cause as to why such structure should not be condemned and ordered repaired or demolished as an unsafe or dangerous structure; and providing for the giving of notice of such hearing.

BACKGROUND:
Following the receipt of the Report and Statement of Unsafe/Dangerous Structure, the Governing Body may set a public hearing at which the owner, the owner's agent, any lienholders of record, and any occupants of the structure can appear before the Governing Body and show cause as to why the structure should not be ordered repaired or demolished as an unsafe structure. This procedure is pursuant to Chapter 18, Article VIII of the City Code and pursuant to K.S.A.12-1750 through 12-1756.

The date and time proposed in the resolution is January 7, 2025 at 1:30 PM. Attached is the Report and Statement of Unsafe/Dangerous Structure. Multiple inspections and investigations were made by myself and other city staff to determine whether the structure is unsafe/dangerous.

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

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

FISCAL NOTE:
There is no fiscal impact by setting the public hearing.

ATTACHMENTS:

2808 N Taylor Report
Resolution

GARDEN CITY
KANSAS

NEIGHBORHOOD & DEVELOPMENT SERVICES SERVING GARDEN CITY HOLCOMB AND FINNEY COUNTY
620-276-1170

INSPECTIONS
620-276-1120

CODE COMPLIANCE
620-276-1120

PLANNING AND ZONING
620-276-1170

Report and Statement of Unsafe/Dangerous Structure

To: The Governing Body, Matt Allen, City Manager

From: Trent Maxwell, Director of Neighborhood & Development Services
CC: Jennifer Cunningham City attorney,
James Dummermuth, Assistant City attorney

Date: 11/1/2024
Re: 2808 N Taylor Ave, Dusty Trail Inn

As the Enforcing Officer and Chief Building Official of the City, I have conducted preliminary investigations, along with other city staff, regarding the above reference structure following my personal observations and complaints from the public and elected officials that the property is unsafe or dangerous.

On April 26, 2022, this structure sustained a fire causing significant damage reported by fire investigators and fire personnel. From the report the structure had a collapse from the 3rd floor to the 1st floor.

On May 6, 2022, this structure sustained another fire. Fire personnel responded and was able to extinguish the fire. No additional collapses were reported at this time.

The structure was built in 1980 with a total of 60 rooms. The structure is composed of CMU exterior walls with wood construction for floor and roof structure. Before the fires noted above, the structure sustained significant water damage on the below grade floor. Some remediations were taken to remove any water absorbed material at that time. After the flooding incident the structure has remained vacant.

Due to the collapse of multiple floors the structure is unsafe to enter and deem it a major safety hazard to the surrounding area. Staff has had the structure boarded up on multiple occasions trying to keep people out of it. With additional windows continuing to be broken into staff had the entire 1st floor boarded up. That board-up occurred on August 8,2024.

Staff have spoken to the owner multiple times understanding that they are in litigation with the insurance company. Staff has been at the property several times since the fires to abate nuisances and safeguard the structure as it still poses a risk of collapse.

Based on these findings, it is my opinion that the structure is an unsafe or dangerous structure and it is my recommendation that the Governing Body institute unsafe or dangerous structure proceedings against the property.

Trent Maxwell

Director of Neighborhood & Development Services

Chief Building Official

(Published in the Garden City Telegram once each week for two consecutive weeks, on the same day of each week, on November ___, 2024 and November ___, 2024)

RESOLUTION NO._____

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF GARDEN CITY, KANSAS FIXING A TIME AND PLACE AT WHICH THE OWNER, THE OWNER'S AGENT, ANY LIENHOLDERS OF RECORD, AND ANY OCCUPANT OF A STRUCTURE, WHICH IS COMMONLY KNOWN AND NUMBERED AS THE DUSTY TRAIL INN AT 2808 NORTH TAYLOR PLAZA, GARDEN CITY, KANSAS AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS RESOLUTION, MAY APPEAR AND SHOW CAUSE AS TO WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AN UNSAFE OR DANGEROUS STRUCTURE; AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH HEARING.

WHEREAS, the Director and Chief Building Official of the Neighborhood and Development Services Department of the City of Garden City, Kansas and designees thereof ("Enforcing Officer") conducted preliminary investigations upon his own motion following complaints from the public and elected officials that a structure, as more particularly described in the body of this resolution, is an unsafe or dangerous structure.

WHEREAS, such preliminary investigations disclosed a basis for the Enforcing Officer to find that said structure constitutes an unsafe or dangerous structure and that proceedings should be initiated pursuant to K.S.A. 12-1750 through 12-1756 and pursuant to Chapter 18, Article VIII of the Code of Ordinances of the Garden City, Kansas ("City Code").

WHEREAS, the Enforcing Officer's findings and recommendation were reported in writing to the City Manager and the Governing Body of the City of Garden City, Kansas on November 1, 2024 pursuant to K.S.A. 12-1752 and Section 18-83 of the City Code ("Report and Statement").

WHEREAS, upon receipt of the Report and Statement, the Governing Body is required by City Code and by statute to pass a resolution fixing a time and place at which the owner, the owner's agent, any lienholders of record, and any occupant of said structure may appear and show cause as to why the structure should not be condemned and ordered repaired or demolished as an unsafe or dangerous structure.

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

SECTION 1. SUBJECT MATTER. The subject matter of these proceedings is the structure commonly known as the Dusty Trail Inn that is located on the following described real property situated in the corporate limits of Garden City, County of FINNEY, State of KANSAS, to wit:

Lots One (1) and Two (2), Block One (1) of the 83 Commercial Subdivision, a subdivision to the City of Garden City, Finney County, Kansas, according to the recorded plat thereof, commonly known and numbered as 2808 North Taylor Plaza, Garden City, Kansas ("Structure").

SECTION 2. NOTICE OF HEARING. Please take notice that a hearing will be held by the Governing Body of the City of Garden City, Kansas ("Governing Body") on **January 7, 2025** at **1:30 p.m.** in the City Commission Chambers of the City Administrative Center located at 301 North 8th Street in Garden City, Kansas, whereat the owner, the owner's agent, any lienholders of record, and any occupant of the Structure may appear and show cause as to why the structure should not be condemned and ordered repaired or demolished as an unsafe or dangerous structure.

SECTION 3. PROCEDURE. On the date and time fixed for the hearing or any adjournment thereof, the Governing Body shall hear all evidence submitted by the owner, the owner's agent, lienholders of record, and occupants having an interest in the Structure, as well as evidence submitted by the Enforcing Officer who filed the Report and Statement, and shall make its findings and order by resolution.

SECTION 4. EFFECTIVE DATE; PUBLICATION. This Resolution shall take effect after its adoption by the Governing Body. This Resolution shall be published in the Garden City Telegram, the official newspaper of the City, once each week for two (2) consecutive weeks on the same day each week and with the date of last publication not being less than thirty (30) days preceding the date fixed for the hearing.

SECTION 5. FURTHER ACTION. Within three (3) days after the date of first publication, the Enforcing Officer, or any designee thereof, are hereby authorized and directed to mail a copy of this Resolution to each owner, agent thereof, lienholder of record, and occupant of the Structure by certified mail to the last known address and marked “deliver to addressee only”.

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, on this 5th day of November, 2024.

CITY OF GARDEN CITY, KANSAS

By_____
MANUEL F. ORTIZ, Mayor

ATTEST:

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

CERTIFICATE OF PUBLICATION

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

(a) On the _____ day of _____, 20_____, I caused a copy of Resolution No. _____ to be published in the Garden City Telegram, the official newspaper of the City, once each week for two consecutive weeks, on the same day of each week, on the _____ day of _____, 20_____ and on the _____ day of _____, 20_____, said date of last publication not being less than thirty (30) days preceding the date fixed for the hearing. A true copy of the Affidavit of Publication of Resolution No. _____, is attached to this Certificate.

Executed on this _____ day of _____, 20_____,

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

CERTIFICATE OF MAILING

The undersigned Enforcing Officer, or any designee thereof, of the City of Garden City, Kansas ("City") hereby certifies under penalty of perjury under the laws of the State of Kansas that the following is true and correct:

(a) On the _____ day of _____, 20_____, I mailed a true and correct copy of Resolution No. _____ to each of the following owners, owner's agents, lienholders of record, and occupants of the structure, which is commonly known and numbered as the Dusty Trail Inn at 2808 North Taylor Plaza, Garden City, Kansas, by certified mail to the last known address and marked "deliver to addressee only":

[NAME]	_____	[NAME]	_____
[INTEREST]	_____	[INTEREST]	_____
[ADDRESS]	_____	[ADDRESS]	_____
	_____		_____
[NAME]	_____	[NAME]	_____
[INTEREST]	_____	[INTEREST]	_____
[ADDRESS]	_____	[ADDRESS]	_____
	_____		_____
[NAME]	_____	[NAME]	_____
[INTEREST]	_____	[INTEREST]	_____
[ADDRESS]	_____	[ADDRESS]	_____
	_____		_____

Executed on this _____ day of _____, 20_____,

_____
TRENT MAXWELL, Enforcing Officer

GARDEN CITY
— KANSAS —

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: November 5, 2024
RE: Environmental Nuisance Resolution at 1803 Julie Street

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

1. Resolution No. _____-2024, a resolution authorizing the removal of nuisance conditions from the property listed below in the City pursuant to Section 38-139 of the Code of Ordinances of the City of Garden City, Kansas (1803 Julie Street - A refrigerator located outside on the west side of the property).

BACKGROUND:
The Governing Body of the City of Garden City has declared it unlawful for any person to maintain nuisance conditions on private property within the City of Garden City. It has been determined that the residence located at 1803 Julie Street has an environmental nuisance condition on the property and is in violation of the City's Environmental Codes. There is a refrigerator located outside on the west side of the property.

Staff has visited the property on many occasions. The property owner and the residents have been notified by two order of violations sent September 18, 2024, and October 4, 2024. The property owner and the residents were unable to be reached and no contact was attempted by the property owners according to Section 38-137 of the Environmental Code of Ordinances and have neither abated the nuisance conditions nor requested a hearing before the Governing Body. The attached resolution will allow staff to mitigate the environmental nuisance on this property.

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

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

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

ATTACHMENTS:
Environmental Resolution - 1803 Julie Street

Environmental Resolution Photos - 1803 Julie Street

(Published in <u>The Garden City Telegram</u> on the _____ day of _____, 2024)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE REMOVAL OF NUISANCE CONDITIONS FROM THE PROPERTY LISTED BELOW IN THE CITY OF GARDEN CITY, KANSAS, PURSUANT TO SECTION 38-139 OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS. (1803 Julie Street)

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

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

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

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

1803 Julie Street *-Environmental Yard- A refrigerator located outside on the west side of the property.*

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

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, on this 5th day of November 2024.

_____
Manuel F. Ortiz, MAYOR

ATTEST:

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

1803 Julie Street

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Jared Kuhlmann, Finance Director
DATE: November 5, 2024
RE: 2024 Budget Amendments

ISSUE:
The Governing Body is asked to consider and approve publishing a Notice of Budget Hearing for amending the 2024 Budget to reflect actual 2024 expenditures. The proposed date and time of the hearing is December 3, 2024 at 1:30 p.m.

BACKGROUND:
Throughout the year, City staff compares actual and estimated expenditures to the authorized budget. Due to changes in programs, cash carryover, and additional revenues there is a need to amend the authorized budget.

Proposed are the following funds to amend and the justification.

Fund	**Justification**
Capital Improvement Reserve	Adjustments for Remaining Capital Expenditures
Finnup Trust	Zoo and Park Projects
Emergency Shelter Grant	Closeout of Grant
Project Development	Additional Funding and Expenses
Capital Improvement Plan	Additional Funding and Expenses
Golf Course	Additional Funding and Expenses
Golf Course Improvement	Additional Funding and Expenses

This agenda item would authorize the publication of a Notice of Budget Hearing for these amendments, making them known in advance of the meeting to the public so that they may be informed and have an opportunity to come speak to the City Commission on the matter prior to you considering and adopting the amendments.

ALTERNATIVES:
1. The Governing Body may approve publication of the Notice of Budget Hearing for amending the 2024 budget, setting the time and date of the hearing for 1:30 p.m., December 3, 2024.
2. The Governing Body may not approve publication of the Notice of Budget Hearing and provide further direction to staff.

RECOMMENDATION:
Staff recommends the Governing Body approve publication of the Notice of Budget Hearing for amending the 2024 budget, setting the time and date of the hearing for 1:30 p.m., December 3, 2024.

FISCAL NOTE:
None.

ATTACHMENTS:
Budget Hearing Notice - 2024 Amended Budget

Notice of Budget Hearing for Amending the
2024 Budget
The governing body of
City of Garden City
will meet on the day of 12/3/24 at 1:30 p.m. at City Administrative Center for the
purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at Service and Finance Department
and will be available at this hearing.

Summary of Amendments

Fund	2024 Adopted Budget			2024 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Capital Improvement Reserve			1,252,001	2,172,813
Finnup Trust			150,000	468,961
Emergency Shelter Grant			0	2,748
Project Development			174,709	202,000
Capital Improvement Plan			1,000,000	1,710,715
Golf Course			1,174,684	1,262,750
Golf Course Improvement			181,055	220,000
			0	0
			0	0
			0	0

Jared Kuhlmann
Official Title: Finance Director

GARDEN CITY
— KANSAS —

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Danielle B. Burke, Assistant City Manager
DATE: October 11, 2024
RE: Memorandum of Understanding - S&K Cinema Holdings Group, Inc.

ISSUE:
The Governing Body is asked to consider and approve a Memorandum of Understanding between the City of Garden City and S&K Cinema Holdings Group, Inc. d.b.a. Icon Cinemas.

BACKGROUND:
S&K Cinema Holdings Group, Inc. doing business as Icon Cinemas has reached out to the City of Garden City interested in developing property generally located at 2800 Block of East Highway 156. The project is anticipated to include two Iconic Mega cinema screens, a beer and wine bar, a 14 lane duckpin bowling alley, an arcade area with arcade games and virtual reality elements, an outdoor theater and concert venue, a beer garden and related concession and kitchen areas.

The Memorandum of Understanding outlines the anticipated project costs along with the anticipated public contributions including but not limited to, tax increment financing, community improvement district, special obligation bonds, and other City incentives.

There will be several future City Commission actions required related to this project but this action initiates the process to begin development of the site. City Bond Counsel, Mary Carsen, has assisted in the preparation of the proposed Memorandum of Understanding. It has been reviewed and approved by the developer.

ALTERNATIVES:
1. The Governing Body may approve the Memorandum of Understanding between the City of Garden City and S&K Cinema Holdings Group, Inc. d.b.a. Icon Cinemas as written.
2. The Governing Body may not approve the Memorandum of Understanding between the City of Garden City and S&K Cinema Holdings Group, Inc. d.b.a. Icon Cinemas as written and provide staff with alternative direction.

RECOMMENDATION:
Staff recommends the Governing Body approve the Memorandum of Understanding between the City of Garden City and S&K Cinema Holdings Group, Inc. d.b.a. Icon Cinemas as written.

FISCAL NOTE:
The memorandum of understanding does not constitute a binding obligation of the parties but rather outlines the anticipated tools that are expected to be used as part of this project. A number of future actions will be required by the Governing Body to move each tool forward.

ATTACHMENTS:

Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "**Memorandum**") made and entered into this 5th day of November 2024, by and between the **City of Garden City**, a municipal corporation organized according to Kansas law (the "**City**") and **S&K Cinema Holdings Group, Inc., dba Icon Cinemas,** a for-profit company organized under the laws of the State of New Mexico, (the "**Developer**"). The City and the Developer shall be collectively referred to as the "**Parties**," and each a "**Party**."

RECITALS

A. The Developer owns an option to purchase certain real property located in the City, consisting of undeveloped land (the "**Property**"), which is more particularly described in Exhibit A, attached hereto and incorporated by reference.

B. The Developer seeks to redevelop the Property by constructing and equipping an Iconic Mega Screen (2), state of the art cinema, a beer and wine bar, a Duckpin Bowling alley, an entertainment/arcade area, including a beer garden, arcade games and virtual reality elements, and an outdoor concert venue, along with all necessary and related infrastructure, including parking facilities as further described in Section 1 below (the "**Project**").

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

D. The Parties agreed that certain public assistance is necessary to make the Project financially feasible tor Developer to construct.

E. The City intends to seek approval to provide certain public assistance to the Developer to facilitate the construction of the Project.

F. The City and the Developer have entered into this Memorandum to state their current mutual understanding with respect to facilitating the Project and the approval of certain public assistance to facilitate the Project, the allocation of obligations related to the Project, and other mutual understandings.

NOW, THEREFORE, the City and the Developer understand as follows:

1. Scope of the Project. The Developer proposes the Project will be commercial development of the Property consisting of the construction and equipping of a building to house two (2) Iconic Mega cinema screens, a beer and wine bar, a 14-lane duckpin bowling alley, an arcade area with arcade games and virtual reality elements, an outdoor theater and concert venue, beer garden and related concession and kitchen areas. The Project is planned for development in a single phase. The Project will include all related and necessary infrastructure, including parking, all to be more fully described in a Development Agreement between the Parties. A preliminary site plan of the Project identifying the anticipated phases of development for the Project is attached hereto as Exhibit B.

2. Project Costs. The Parties agree the current estimates of the total costs to fully construct all phases of the Project, including all acquisition costs, public and private infrastructure, building construction costs, professional fees and financing costs are $8,000,000. These

estimated total costs (the "**Project Costs**") are more particularly described on Exhibit C attached hereto. The Parties agree that the Developer will spend 100% of this amount in order to complete the Project, so long as Developer receives all of the public contribution identified in Section 4.

3. Preliminary Costs. The Parties agree that as part of the Project the City will engage certain outside consultants (the "**City Consultants**"), and may incur certain fees and costs associated therewith (the "**Consultant Costs**"), to assist with the review and approval of public assistance for the Project, more particularly described as follows:

A. *Financial Feasibility Study*. The City will engage an independent firm to perform the financial feasibility study required by the City and by K.S.A. 12-1770a. The feasibility study shall address all matters required by applicable Kansas law and shall include a cost/benefit analysis of the public assistance requested performed from the City's perspective. In particular, the feasibility study shall analyze whether the economic benefits of the Project exceed the costs, whether the incremental taxes and other revenues derived from the Project will fully fund the agreed upon development costs, and, if necessary, support debt service on any bonds that may be issued by the City to provide financing for portions of the Project, and whether the Project will provide a net economic benefit to the City as a whole.

B. *City's Counsel*. The City will engage Triplett, Woolf & Garretson, LLC to serve as the City's counsel in connection with the City's undertaking statutory and other legally required actions necessary to approve and undertake the Project and public contribution ultimately agreed to by the Parties.

C. *Traffic Study.* The Parties agree that Developer will provide a traffic impact study in connection with the Project.

D. *Expenses.* The Parties agree the Developer shall pay the Consultant Costs, whether or not the Project is undertaken, as well as other third-party costs incurred by the City in connection with approval of the Project, including the costs of a blight study, if required by the City.

4. Potential Sources for the Public Contribution. The Parties acknowledge that the following sources for public assistance or participation in the Project ("Public Contribution") have been considered and are generally acceptable to the City and the Developer, subject to agreement on the full terms and conditions of any such sources prior to the execution of a final Development Agreement for the Project, and subject to approval by the governing body of the City.

4.1. Tax Increment Financing. The Parties acknowledge that a portion of the Public Contribution may be generated from the capture of real property tax increment generated by the Project by approval of Tax Increment Financing ("**TIF**") for the Project in accordance with the Kansas Tax Increment District Financing Act, as set forth in K.S.A. § 12-1770, *et seq*., (the "TIF Act") for a period of up to twenty (20) years. The parties acknowledge that reimbursement of Developer costs the under TIF Act: (i) is limited to eligible "redevelopment project costs" as defined in the TIF Act, (ii) is limited to a term of 20 years, (iii) reimbursement of costs with TIF Revenue will be made to the Developer on a "pay-as-you-go" basis, or applied to pay debt service on bonds that may be issued by the City under the TIF Act, and (iv) except as described in Section 4.4, the City will not

issue bonds or any other debt obligations of the City to finance eligible redevelopment project costs.

4.2 Community Improvement District. The parties acknowledge that a portion of the Public Contribution may be generated by the City's creation of a community improvement district ("CID"), and the authorization and imposition of an up to 2% retailers' sales tax (CID Sales Tax") in the CID, which may be applied to reimburse certain costs of the Project through "pay-as-you-go financing", as defined in K.S.A. 12-6a26 et seq. ("CID Act") for a period not exceeding twenty-two years. Except as described in Section 4.4, the City will not issue bonds or any other debt obligations of the City to finance eligible project costs as defined in the CID Act.

4.3 Other City Incentives. The City agrees to use reasonable efforts to assist Developer, its agents, contractors, subcontractors, employees, successors, and assigns, with respect to obtaining Governmental Approvals from City (as applicable), and all other permits or approvals necessary or desirable in connection with the Project, including, but not limited to Developer's pursuit of a "Planned Commercial Development" designation for the Project under applicable zoning codes. Nothing in this Memorandum shall constitute a waiver of the City's right to consider and approve or deny Governmental Approvals pursuant to the City's regulatory authority as provided under applicable laws of the State and ordinances of the City.

4.4 Special Obligation Bonds. The City agrees to cooperate with Developer if Developer desires to issue special obligation bonds or general obligation bonds, as may be authorized by the TIF Act or the CID Act. The City is not obligated to issue special obligation bonds at any time, and issuance of such Bonds is subject to approval by the City's governing body, the ability to sell such bonds on favorable terms, and the findings of the feasibility study and other assessments showing sufficient tax increment from the Project to make full payment of debt service on any bonds issued.

5. Miscellaneous.

5.1. No Agency/Partnership. It is not intended by this Memorandum to, and nothing contained in this Memorandum shall, create any partnership, joint venture or any other business relationship between the Developer and the City.

5.2. No Obligation to Develop. Nothing herein shall be construed as creating an obligation in the Developer to purchase the Property, to develop the Project, or to open or operate a business of any kind in the Project.

5.3. Memorandum Non-Binding. This Memorandum has been executed for the purpose of expressing the intent of the Parties in regard to the Project and is not intended to create binding obligations upon the Parties, except with respect to payment of Preliminary Costs described in Section 3. This Memorandum does not commit the City or the Developer to enter into any further agreements with each other or with respect to the Public Contribution. The Parties acknowledge that final approval for the Public Contribution rests with the City's governing body.

6. Term.

6.1. Term of Memorandum. This Memorandum shall become effective upon its execution by all Parties and shall remain in effect until the earliest of (a) execution of a final Development Agreement between the Parties, or (b) a date one year from the date this Memorandum is executed, unless mutually extended by the Parties.

Remainder of page intentionally left blank

IN WITNESS WHEREOF, this Memorandum is executed by City and Developer effective as to the day and year first above written.

CITY:

CITY OF GARDEN CITY, KANSAS,
a Kansas municipal corporation

By: _____
Manuel F. Ortiz, MAYOR

ATTEST:

_____
Celyn N. Hurtado, CITY CLERK

REVIEWED BY:

_____
Jennifer Cunningham, CITY ATTORNEY

DEVELOPER:

S&K Cinema Holdings Group, Inc., dba Icon Cinemas
a New Mexico corporation

By: _____
Title: President
Date of Execution: _____

EXHIBITS

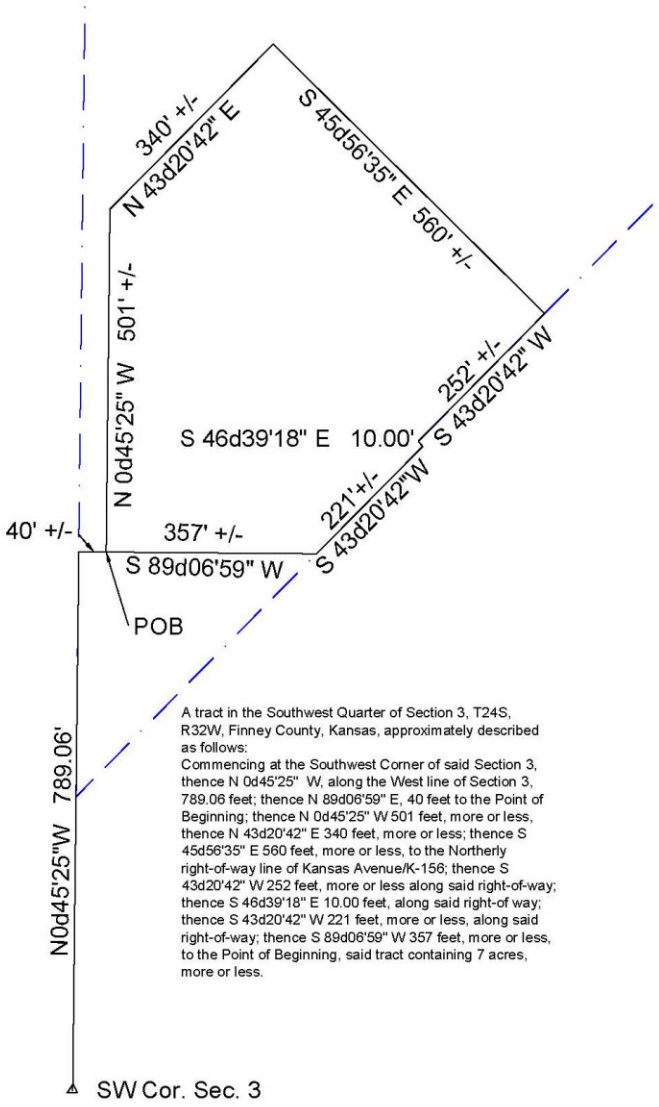
Exhibit “A” **Legal Description of the Property**

Exhibit “B” **Site Plan of the Project**

Exhibit “C” **Project Costs**

Exhibit A

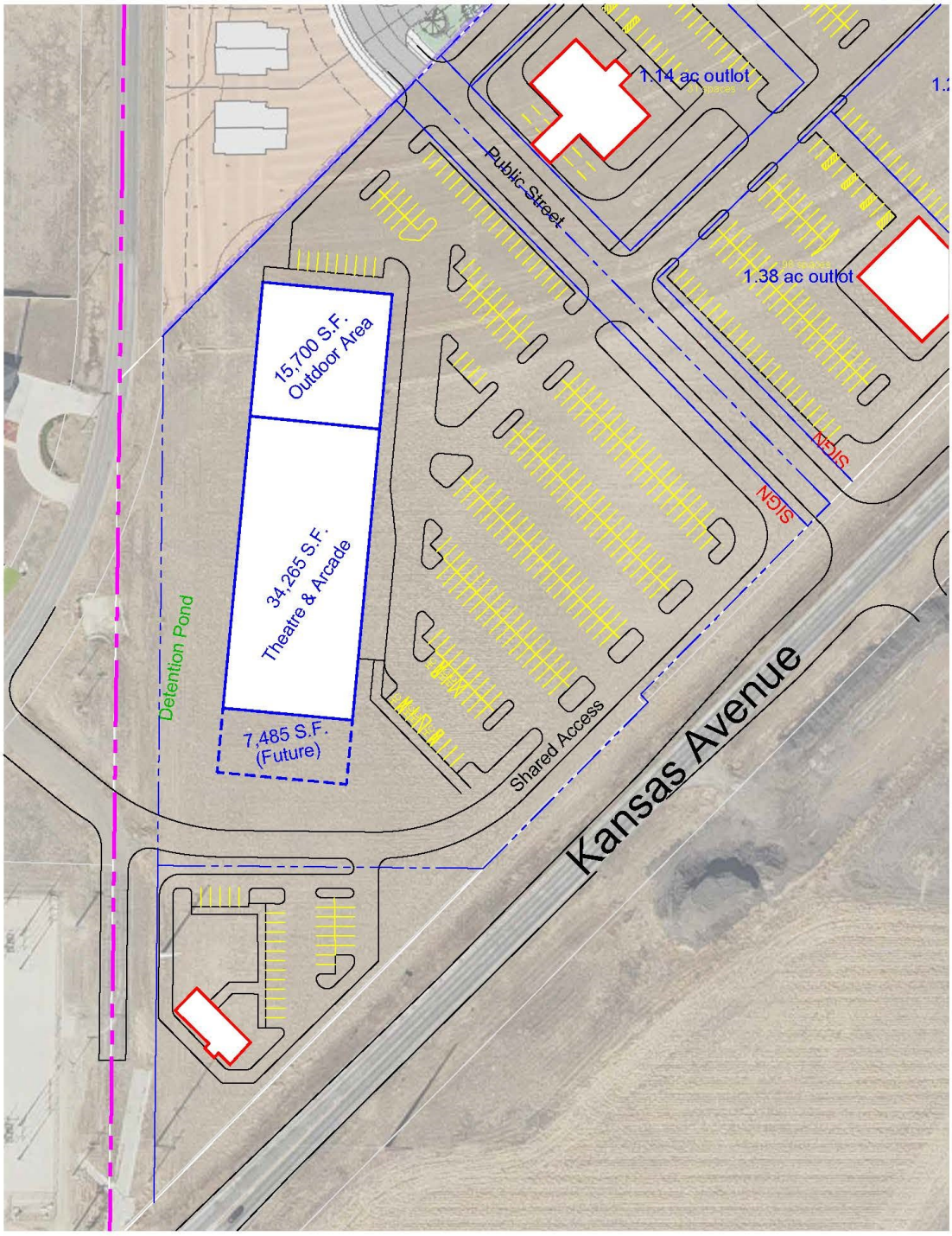
Property located in the County of Finney, State of Kansas and described as follows:



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

TWG REF: 1182227

Exhibit B
Site Plan of Project (Preliminary)



TWG REF: 1182227

Exhibit C
Estimated Project Costs
identifying TIF eligible and CID eligible costs

	PROJECT ICON Project Budget TOTAL COST	TIF ELIGIBLE COSTS	CID ELIGIBLE COSTS
ACQUISITION COSTS			
Property	$1,336,500	$1,336,500	$1,336,500
SITE WORK	-		-
Site Work	$2,315,000	$2,315,000	$2,315,000
Utility Extensions to Site	$735,000	$735,000	$735,000
SUBTOTAL	$3,050,000	$3,050,000	$3,050,000
HARD CONSTRCUTION COSTS			
Building	$ 2,274,000	$ -	$ 2,274,000
	-		-
SOFT COSTS	-		-
Architectural & Engineering	$198,000	$108,000	$198,000
Survey	$5,000	$5,000	$5,000
Geotechnical, Environmental,	$2,500	$2,500	$2,500
Taxes, Insurance, Appraisal	$10,000	$10,000	$10,000
Legal	$50,000	$50,000	$50,000
SUBTOTAL	$265,500	$175,500	$265,500
TOTALS			
Acquisition Costs	$1,336,500	$1,336,500	$1,336,500
Site Work	$3,050,000	$3,050,000	$3,050,000
Hard Construction Costs	$2,274,000	$ -	$2,274,000
Soft Costs	$265,500	$265,500	$265,500
SUBTOTAL	$6,926,000	$4,652,000	$6,926,000
CONTINGENCY (10%)	$692,600	$465,200	$692,600
TOTAL	**$7,618,600**	**$5,117,200**	**$7,618,600**

TWG REF: 1182227

GARDEN CITY
— KANSAS —

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Danielle B. Burke, Assistant City Manager
DATE: July 12, 2024
RE: Agreement for Neighborhood & Development Services

ISSUE:

The Governing Body is asked to consider and approve an agreement for Neighborhood & Development Services between the City of Garden City and Finney County.

BACKGROUND:

At the June 18, 2024, City Commission meeting, the Governing Body provided notice to terminate the existing agreement between the City of Garden City and Finney County for Neighborhood & Development Services. However, as noted in the City Commission meeting, the large working group that had met once previously to discuss the agreement, had a meeting in late June to continue the discussions about options for a new agreement.

Coming out of those discussions, a new agreement has been drafted for consideration by both Governing Bodies. There are a number of items that by-and-large would remain the same such as: code enforcement, inspections, and Planning Commission governance.

There are also some notable changes included in the agreement being presented. First, the agreement outlines an Immediate Urban Growth Area. This area would be identified annually by Finney County and developments within that area would be managed by City staff and evaluated for compliance with some, or all, City standards. The agreement allows for the City and County to enter into a separate agreement related to maintenance of infrastructure but leaves the terms open to a project by project evaluation. All other developments within unincorporated Finney County would be managed by County staff. Additionally, County staff would be responsible for the staff work needed for the Finney County Board of Zoning Appeals cases. City staff would continue to provide administrative support to the Board.

Finally, there are a few specific changes that the County has requested and are incorporated into this version of the agreement that differ from the last version the City sent over to the County for consideration:

1. Utility Permits: References to a utility permit in addition to the right-of-way permit.
2. Floodplain: There were two changes made to these sections. First was to specify that the County Engineer will be responsible for the engineering review for projects in unincorporated Finney County. Second was to clarify that this provision shall not obligate the County to provide a comprehensive Floodplain Study.
3. Septic System: Provided clarity that the County is responsible for setting application fees for septic system permits.

4. References and Section Numbers: A few references throughout were updated as needed.
5. Start Date: Paragraph 32 was added to account for a 6 month transition period. While the effective date of the agreement would be January 1, 2025 the implementation date and transition to the new processes would not begin until July 1, 2025.

The City is appreciative of the large working groups efforts to find a solution that meets the current needs of both organizations. This agreement was considered by the Board of County Commissioner's at their meeting on October 21, 2024 and was approved 5-0.

ALTERNATIVES:

1. The Governing Body may approve the agreement for Neighborhood & Development Services between the City of Garden City and Finney County as presented.
2. The Governing Body may defer the agreement for Neighborhood & Development Services between the City of Garden City and Finney County to a future meeting.
3. The Governing Body may not approve the agreement for Neighborhood & Development Services between the City of Garden City and Finney County and provide staff with alternative direction.

RECOMMENDATION:

Staff recommends the Governing Body approve the agreement for Neighborhood & Development Services between the City of Garden City and Finney County.

FISCAL NOTE:

The agreement maintains the current payment structure for 2025. This is an annual sum of $247,917.70 with the ability to increase the annual amount by 5% each consecutive year. Additionally, the City would continue to receive building permit proceeds to help off-set the cost of inspections.

ATTACHMENTS:

Neighborhood and Development Services Agreement

INTERLOCAL COOPERATIVE AGREEMENT

THIS INTERLOCAL COOPERATIVE AGREEMENT ("Agreement") is made and entered into the _____ day of _____, 2024, by and between the **CITY OF GARDEN CITY, KANSAS**, a Kansas municipal corporation ("CITY"), and the **COUNTY OF FINNEY, KANSAS**, a duly organized Kansas county ("COUNTY"), together collectively referred to as the "Parties".

R E C I T A L S

A. COUNTY and CITY have had an ongoing contractual relationship since 1994 for CITY to provide community planning and development services to the entirety of the unincorporated areas of Finney County, Kansas, which, pursuant to the most recent of such agreements, authorizes CITY to perform the inspection and enforcement of building codes, the issuance of licenses and permits, the administration and enforcement of floodplain regulations, the administration and enforcement of the environmental code, the necessary support services for the Finney County Board of Zoning Appeals, and the revision of the field survey in relation to such areas. In addition thereto, CITY is authorized by County Resolution No. 25-2010 to, through its code compliance officer, investigate and verify public nuisances, at the request of COUNTY, within the entirety of the unincorporated areas of Finney County, Kansas.

B. The residential, commercial, and industrial development within the corporate limits of Garden City, Kansas and the unincorporated areas of Finney County, Kansas have substantially increased since the last agreement was entered into and have, thereby, increased the demand for community planning and development services.

C. Despite each jurisdiction expanding their respective community planning and development resources, there still exists a persistent demand for these services.

D. The increase in residential, commercial, and industrial development within Garden City, Kansas has also created a need to expand the corporate limits of the city through annexation and, since the last agreement was entered into, many lands within the unincorporated areas of Finney County, Kansas have been and will continue to be annexed into the city to accommodate such growth.

E. It is the desire of CITY and COUNTY to make the most efficient use of their powers by cooperating to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with the expanding geographic, economic, population and other factors influencing the needs and development of the community.

F. CITY and COUNTY consider it mutually advantageous to designate and establish an immediate area within the unincorporated areas of Finney County, Kansas in order to plan, promote, and regulate the urban growth of Garden City, Kansas.

G. The Parties have determined that the joint and cooperative provision of community planning and development resources will utilize taxpayer dollars in the most efficient and effective manner that is currently available.

H. CITY and COUNTY, therefore, consider it mutually advantageous to allocate their respective community planning and development resources in a joint and cooperative manner, as further set forth in this Agreement.

I. For any areas within the unincorporated areas of Finney County, Kansas that are not located within the immediate urban growth area COUNTY desires to provide all planning services and zoning services.

J. For any areas within the unincorporated areas of Finney County, Kansas that are located within the immediate urban growth area, COUNTY desires for CITY to provide all planning services and zoning services.

K. For any areas within the unincorporated areas of Finney County, Kansas, regardless of whether such area is located within or outside of any urban growth area, COUNTY desires for CITY to provide all code enforcement services, permitting and inspections services, and statutory board secretarial services.

L. CITY is willing to furnish COUNTY with the aforementioned governmental services in exchange for compensation and pursuant to the terms and conditions of this Agreement.

M. Providing for the planning, promotion, and regulation of the urban growth of Garden City, Kansas and allocating their respective community planning and development resources in a joint and cooperative manner is a benefit to the governmental functions of CITY and COUNTY and is a benefit to the general public within each respective jurisdiction.

N. The Parties desire to enter into this Agreement to define and express all of their respective rights, commitments, undertakings, and other obligations with respect to the provision of community planning and development services within all unincorporated areas of Finney County, Kansas and, further, for this Agreement to supersede and terminate in their entirety any prior agreements between the Parties concerning the subject matter hereof.

O. Despite the title of this Agreement including the term “interlocal”, the Parties are not entering into this Agreement pursuant to the provisions of K.S.A. 12-2901 through 12-2907 and, rather, the Parties are entering into this Agreement pursuant to the authority set forth in Paragraph 2, Authority, herein.

P. Each individual Party has the authority to contract with any other city or county for the performance of any governmental service, activity, or undertaking so long as each contracting party is authorized by law to perform that particular service, activity, or undertaking.

Q. Each individual Party is authorized by law to provide community planning and development services within their respective jurisdictions.

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

1. **PURPOSE.** The purpose of this Agreement is to establish the rights and duties of the Parties in relation to the provision of community planning and development services in all unincorporated areas of Finney County, Kansas. Nothing in this Agreement shall be construed to establish a separate governmental entity for the performance of any function. No provision of this Agreement shall be construed, in and of itself, as an amendment to the City Zoning Regulations or County Zoning Regulations, as defined below. Each and every recital is restated and incorporated by reference as if fully set forth herein.

2. **AUTHORITY.** Nothing in this Agreement shall be regarded as an interlocal agreement under the provisions of K.S.A. 12-2901 *et seq*. This Agreement shall be respectively authorized by the governing bodies of CITY and COUNTY, as required by K.S.A. 12-2908. Any reference made in this paragraph to a statute, constitutional provision, or ordinance is a reference to the version of the statute, provision, or ordinance that is in effect on the effective date of this Agreement and is a reference to any amendments that may be subsequently made to any such statute, provision, or ordinance. The Parties enter into this Agreement pursuant to the following authorities, to the extent stated immediately thereafter: (a) K.S.A. 12-2908 (applicable to both Parties); (b) Article 12, Section 5 of the Kansas Constitution (applicable to CITY); (c) K.S.A. 12-101 (applicable to CITY); (d) K.S.A. 19-101 (applicable to COUNTY); and (e) K.S.A. 19-101a (applicable to COUNTY).

3. **ADOPTION.** This Agreement has been authorized and approved by each respective governing body of CITY and COUNTY and all necessary actions have been taken by each respective governing body to adopt this Agreement. Specifically, the City Commission of City of Garden City, Kansas has approved this Agreement and has authorized and directed its Mayor and City Clerk to execute this Agreement for and on behalf of CITY. Furthermore, the Board of County Commissioners of Finney County, Kansas ("Board of County Commissioners") has approved this Agreement and has authorized and directed its Chairperson to execute this Agreement for and on behalf of COUNTY.

4. **GENERAL DEFINITIONS.** As used in this Agreement, the following words and phrases shall have the meaning respectively ascribed to them in this paragraph, unless otherwise described in this Agreement:

(a) **DEFINITIONS RELATING TO SERVICES.**

(i) **Code Enforcement Services** means providing Investigation & Prosecutorial Assistance for any complaint received alleging a public nuisance as defined by County Resolution or Regulations.

(ii) **Permitting & Inspections Services** means: (A) receiving, processing, and approving or denying any application or formal request for a building permit or certificate of occupancy submitted by the public and performing any inspection related thereto; (B) receiving and responding to customer service inquiries of the public in relation to any such building permit, certificate of occupancy, or inspection related thereto; and (C) providing Investigation & Prosecutorial Assistance for any complaint received alleging a violation of the City Building Codes or County Building Codes, as the case may be.

(iii) **Planning Services** means: (A) receiving, processing, and reviewing any plat, regardless of type, submitted by the public pursuant to the City Subdivision Regulations or County Subdivision Regulations, as the case may be; (B) presenting and making a recommendation to the Holcomb-Garden City-Finney County Area Planning Commission ("Planning Commission") on any such plat, including, but not limited to, drafting any memorandums, staff reports, and exhibits for such presentation; (C) receiving, processing, and making a recommendation to the Planning Commission on any application or written request submitted by the public in relation to any variance, exception, or waiver pursuant to the City Subdivision Regulations or County Subdivision Regulations, as the case may be, but excluding any bond; (D) receiving and responding to customer service inquiries of the public in relation to any such plat, application, or written request; and (E) providing Investigation & Prosecutorial Assistance for any complaint received from the public alleging a violation of the City Subdivision Regulations or County Subdivision Regulations, as the case may be.

(iv) **Zoning Services** means: (A) receiving, processing, and reviewing any application or written request submitted by the public in relation to any rezoning, conditional use permit, variance, exception, or waiver pursuant to the City Zoning Regulations or County Zoning Regulations, as the case may be; (B) presenting and making a recommendation to the Board of Zoning Appeals of Finney County, Kansas ("County BZA") or the Planning Commission, as the case may be, on any such application or written request, including, but not limited to, drafting any memorandums, staff reports, and exhibits for such presentation; (C) receiving and responding to customer service inquiries of the public in relation to any such

application or written request; and (D) providing Investigation & Prosecutorial Assistance for any complaint received from the public alleging a violation of the City Zoning Regulations or County Zoning Regulations, as the case may be.

(b) **DEFINITIONS RELATING TO PROCESSES.**

(i) **Investigation & Prosecutorial Assistance** means receiving, investigating, making a recommendation on, and assisting with the prosecution of any complaint alleging a public nuisance or alleging a violation of the City Building Codes, City Subdivision Regulations, City Zoning Regulations, County Building Codes, County Subdivision Regulations, or County Zoning Regulations, as the case may be.

(ii) **Site Plan Review Coordination** means: (A) receiving and processing any site plans submitted pursuant to the site plan requirements of the City Zoning Regulations or County Zoning Regulations, as the case may be; (B) disseminating any such site plans to designated staff and stakeholders for purposes of review; (C) coordinating, scheduling, and managing any meetings that may be required or desirable for such review; and (D) collating any comments, responses, and feedback submitted by such staff and stakeholders upon such review.

(iii) **Internal Staff Review Coordination** means coordinating, scheduling, and managing any internal staff review meetings requested by the public for the purposes of providing an informal process for landowners and developers to discuss with and receive feedback from designated staff and invited guests on conceptual plans for a new project.

(c) **DEFINITIONS RELATING TO RULES AND REGULATIONS.**

(i) **City Building Codes** means the NFPA 70: National Electrical Code, the International Building Code, the International Residential Code for One- and Two-Family Dwellings, the International Existing Building Code, the International Code Council Performance Code for Buildings and Facilities, the International Plumbing Code, the International Mechanical Code, International Fuel Gas Code, the International Property Maintenance Code, the International Swimming Pool and Spa Code, and the International Fire Code, as incorporated by reference by resolution of the City Commission of CITY with any omissions, deletions, modifications, additions, and amendments made thereto, as the same is in effect as of the time any such code is applied to a particular matter.

(ii) **City Development & Design Standards** means: (A) any construction specifications, standards, criteria, and guidelines set forth in the Code of Ordinances of CITY, as the same is in effect as of the time any such standard is applied to a particular matter; and (B) any development and design handbook, appendix, or manual of CITY, including, but not limited to, the General Improvements Handbook, Appendix A - W-1 Standard Water Specifications, Appendix A - SS-1 Standard Wastewater Specifications, Appendix A - TT-1 Trenchless Technologies Specifications, Erosion and Sediment Control Manual, and Post Construction Stormwater Best Practices Manual, as the same is in effect as of the time any such standard is applied to a particular matter.

(iii) **City Subdivision Regulations** means the Subdivision Regulations of Garden City, Kansas, as the same is in effect as of the time any such regulation is applied to a particular matter.

(iv) **City Zoning Regulations** means the Zoning Regulations of Garden City, Kansas, as the same is in effect as of the time any such regulation is applied to a particular matter.

(v) **County Building Codes** means the NFPA 70: National Electrical Code, the International Building Code, the International Residential Code for One- and Two-Family Dwellings, the International Existing Building Code, the International Code Council Performance Code for Buildings and Facilities, the International Plumbing Code, the International Mechanical Code, International Fuel Gas Code, the International Property Maintenance Code, the International Swimming Pool and Spa Code, and the International Fire Code, as incorporated by reference by resolution of the Board of County Commissioners of COUNTY with any omissions, deletions, modifications, additions, and amendments made thereto, as the same is in effect as of the time any such code is applied to a particular matter.

(vi) **County Development & Design Standards** means: (A) any construction specifications, standards, criteria, and guidelines adopted by resolution of the Board of County Commissioners of COUNTY, as the same is in effect as of the time any such standard is applied to a particular matter; and (B) any development and design handbook, appendix, or manual of COUNTY, as the same is in effect as of the time any such standard is applied to a particular matter

(vii) **County Subdivision Regulations** means the Subdivision Regulations of Finney County, Kansas, as the same is in effect as of the time any such regulation is applied to a particular matter.

(viii) **County Zoning Regulations** means the Zoning Regulations of Finney County, Kansas, as the same is in effect as of the time any such regulation is applied to a particular matter.

5. **IMMEDIATE URBAN GROWTH AREA.** CITY has heretofore provided COUNTY with a map depicting which areas of the unincorporated areas of Finney County, Kansas that are: (a) immediately adjacent to the corporate limits of Garden City, Kansas; and (b) identified by CITY for possible development or redevelopment in the near future based upon growth and development trends of Garden City, Kansas and upon the proximity to established infrastructure and services of CITY ("Immediate Urban Growth Area"). Said map is attached hereto as **Exhibit 1**, which is hereby incorporated by reference as if fully set forth herein. The Board of County Commissioners of COUNTY shall adopt the Immediate Growth Area by resolution, which shall include a map depicting areas forming the boundaries of the Immediate Urban Growth Area. The Board of County Commissioners of COUNTY shall adopt the resolution on or before November 1, 2024, with the resolution having an effective date of no earlier than January 1, 2025.

6. **INCORPORATION.** COUNTY shall adopt a resolution incorporating by reference the City Building Codes, City Development & Design Standards, City Subdivision Regulations, and City Zoning Regulations for the Immediate Urban Growth Area. Any such incorporation shall be construed as being incorporated pursuant to K.S.A. 12-3033 through 12-3305, and amendments thereto, and shall not be construed as an exercise of extraterritorial jurisdiction by CITY pursuant to K.S.A. 12-750, K.S.A. 12-715b, or any other law or authority.

7. **FURTHER ACTION.** The Parties acknowledge and understand that implementing the Immediate Urban Growth Area or otherwise accomplishing the intent of this Agreement may require or make it desirable to take further actions, including, but not limited to, amending the following: (a) the

Comprehensive Plan of CITY; (b) the Comprehensive Plan of COUNTY; (c) the City Zoning Regulations; (d) the County Zoning Regulations; (e) the City Subdivision Regulations; (f) the County Subdivision Regulations; or (g) any ordinances, resolutions, regulations, or by-laws of any statutory board.

8. **AMENDMENT TO IMMEDIATE URBAN GROWTH AREA.** Following the establishment of the Immediate Urban Growth Area pursuant to Paragraph 5, Immediate Urban Growth Area, herein, no real property shall be added to or removed from either area and the boundaries thereof shall not be otherwise amended except by the written approval of CITY and COUNTY in the form of a joint resolution adopted by each respective governing body thereof. Any such joint resolution shall include a map depicting the new areas forming the boundaries of the Immediate Urban Growth Area. The parties agree to communicate each year in September to determine if a joint resolution is necessary.

9. **RESPONSIBILITIES OF THE PARTIES.** The responsibilities, duties, and obligations of the Parties in relation to the scope of services for this Agreement shall be as follows:

(a) **RESPONSIBILITIES OF CITY.** In exchange for the compensation set forth in Paragraph 16, Payment for Services, herein, CITY shall perform all responsibilities, duties, and obligations in the manner set forth in this subparagraph.

(i) **CODE ENFORCEMENT.** CITY shall exclusively perform all Code Enforcement Services for matters within the entirety of the unincorporated areas of Finney County, Kansas, including the Immediate Urban Growth Area, subject to each of the following:

(A) **INFORMING COUNTY.** CITY shall provide COUNTY with access to the community development and permit management program that CITY employees use in the performance of such Code Enforcement Services. Any such access shall be subject to any restrictions or permissions mutually agreed to by the Parties. The scope of data for such access shall be limited to only that data which is entered into the program in the ordinary course of business of CITY in performing such services and nothing in this paragraph shall obligate CITY to enter any particular data into the program at the request of COUNTY. The scope of data for such access shall be limited to matters within the entirety of the unincorporated areas of Finney County, Kansas, including the Immediate Urban Growth Area. Any such access shall allow COUNTY to generate reports from such data.

(B) **PROACTIVE ENFORCEMENT NOT INCLUDED.** Nothing in this Agreement shall be construed to require CITY to perform any patrol, scheduled inspection, neighborhood sweep, or any other proactive enforcement that is not dependent on a specific complaint from the public of an alleged public nuisance.

(C) **SELF-HELP AND ABATEMENT REMEDIES NOT INCLUDED.** Nothing in this Agreement shall be construed to require CITY to comply with any self-help or abatement remedy provision of a resolution of COUNTY, including, but not limited to, Resolution No. 25-2010, which passed and approved by the Board of County Commissioners of COUNTY on November 8, 2010.

(D) **INDEPENDENT AND SOLE DISCRETION.** CITY shall have the authority to perform any such Code Enforcement Services in its sole discretion, to the fullest extent permitted by law, ordinance, resolution, or regulation. The performance of any such Code Enforcement Services by CITY shall not be subject to the supervision, control, or direction of the employees, contractors, or agents of COUNTY. Nothing in this Agreement shall be construed to limit, restrict, or

prohibit the independence and autonomy of the Board of County Commissioners of COUNTY to hear and decide matters relating to public nuisances occurring within the unincorporated areas of Finney County, Kansas.

(ii) **PERMITTING & INSPECTIONS.** CITY shall exclusively perform all Permitting & Inspections Services for matters within the entirety of the unincorporated areas of Finney County, Kansas, including the Immediate Urban Growth Area, unless otherwise specified below, subject to each of the following:

(A) **RIGHT-OF-WAY AND UTILITY PERMITS NOT INCLUDED.** CITY shall receive and process any application or formal request, including any application fees as set by COUNTY, for any right-of-way or utility permit submitted by the public but shall have no authority to approve or deny any such permit or to perform any inspection related thereto. Upon receipt of such permit, CITY shall forward the permit to the Development Liaison of COUNTY for approval or denial. CITY shall thereafter remit any such application fees to COUNTY within a reasonable time determined by the Parties.

(B) **SEPTIC SYSTEM PERMITS NOT INCLUDED.** CITY shall receive and process any application or formal request, including any application fees as set by COUNTY, for any septic system permit submitted by the public but shall have no authority to approve or deny any such permit or to perform any inspection related thereto. Upon receipt of such permit, CITY shall forward the permit to the Development Liaison of COUNTY for approval or denial. CITY shall thereafter remit any such application fees to COUNTY within a reasonable time determined by the Parties.

(C) **PLANNER REVIEW NOT INCLUDED.** For all unincorporated areas of Finney County that are not within the Immediate Growth Area, CITY shall receive and process any application or formal request, including any application fees, for any building permit submitted by the public that requires the review of a planner for compliance with the County Subdivision Regulations but CITY shall have no authority to approve or deny any such permit. Upon receipt of such permit, CITY shall forward the permit to the Development Liaison of COUNTY for approval or denial and for planner review. CITY shall have the right to retain any such application fees.

(D) **INFORMING COUNTY.** CITY shall provide COUNTY with access to the community development and permit management program that CITY employees use in the performance of such Permitting & Inspections Services. Any such access shall be subject to any restrictions or permissions mutually agreed to by the Parties. The scope of data for such access shall be limited to only that data which is entered into the program in the ordinary course of business of CITY in performing such services and nothing in this paragraph shall obligate CITY to enter any particular data into the program at the request of COUNTY. The scope of data for such access shall be limited to matters within the entirety of the unincorporated areas of Finney County, Kansas, including the Immediate Urban Growth Area. Any such access shall allow COUNTY to generate reports from such data.

(E) **PROACTIVE ENFORCEMENT NOT INCLUDED.** Nothing in this Agreement shall be construed to require CITY to perform any patrol, scheduled inspection, neighborhood sweep, or any other proactive enforcement that is not dependent on a specific complaint from the public of an alleged violation of the City Building Codes or County Building Codes, as the case may be.

(F) **AMENDMENTS TO COUNTY CODES NOT INCLUDED.** Nothing in this Agreement shall be construed to require CITY to receive or process any request from the public or from COUNTY to amend the County Building Codes; provided, however, that CITY shall, upon the request of COUNTY, issue a professional recommendation regarding such amendment to the Board of County Commissioners of COUNTY.

(G) **INDEPENDENT AND SOLE DISCRETION.** CITY shall have the authority to perform any such Permitting & Inspections Services in its sole discretion, to the fullest extent permitted by law, ordinance, resolution, or regulation. The performance of any such Permitting & Inspections Services by CITY shall not be subject to the supervision, control, or direction of the employees, contractors, or agents of COUNTY. Nothing in this Agreement shall be construed to limit, restrict, or prohibit the independence and autonomy of the Board of County Commissioners of COUNTY to hear and decide matters relating to any building code violations occurring within the unincorporated areas of Finney County, Kansas.

(iii) **PLANNING SERVICES.** CITY shall exclusively perform all Planning Services for matters within the Immediate Urban Growth Area, subject to each of the following:

(A) **INFORMING COUNTY.** CITY shall provide COUNTY with access to the community development and permit management program that CITY employees use in the performance of such Planning Services. Any such access shall be subject to any restrictions or permissions mutually agreed to by the Parties. The scope of data for such access shall be limited to only that data which is entered into the program in the ordinary course of business of CITY in performing such services and nothing in this paragraph shall obligate CITY to enter any particular data into the program at the request of COUNTY. The scope of data for such access shall be limited to matters within the Immediate Urban Growth Area. Any such access shall allow COUNTY to generate reports from such data.

(B) **CONSULTATION WITH COUNTY.** Prior to making a recommendation to the Planning Commission on any plat, application, or written request within the scope of such Planning Services, CITY shall provide the Development Liaison of COUNTY a period of time in which to submit a written recommendation that includes the collective advice, opinions, and comments of COUNTY on the matter, including any supporting documentation ("County Planning Recommendation"). Absent extraordinary circumstances, the Development Liaison of COUNTY shall submit any County Planning Recommendation to the Director or Assistant Director of the Neighborhood & Development Services department of CITY no more than ten (10) business days following the request for the same by the CITY. For any County Planning Recommendation that is submitted in a timely manner, CITY shall take the recommendation into consideration, but shall not be bound by it. In the event of dispute or disagreement between CITY and COUNTY on a matter in which a County Planning Recommendation was timely submitted,

CITY shall attach the recommendation as an exhibit to CITY's memorandum or staff report associated with the matter and shall ensure that the recommendation is made available to the Planning Commission. For any County Planning Recommendation that is submitted in an untimely manner, CITY may, but shall not be obligated to, take the recommendation into consideration and to make the recommendation available to the Planning Commission. Any advice, opinions, comments, and other information and documents contained in any County Planning Recommendation shall be advisory only and shall not be binding upon CITY.

(C) **PROACTIVE ENFORCEMENT NOT INCLUDED.** Nothing in this Agreement shall be construed to require CITY to perform any patrol, scheduled inspection, neighborhood sweep, or any other proactive enforcement that is not dependent on a specific complaint from the public of an alleged violation of the City Subdivision Regulations or County Subdivision Regulations, as the case may be.

(D) **AMENDMENTS TO COUNTY REGULATIONS NOT INCLUDED.** Nothing in this Agreement shall be construed to require CITY to receive or process any request from the public or from COUNTY to amend the County Subdivision Regulations; provided, however, that CITY shall, upon the request of COUNTY, issue a professional recommendation regarding such amendment to the Planning Commission, Board of County Commissioners of COUNTY, or any combination thereof.

(E) **INDEPENDENT AND SOLE DISCRETION.** CITY shall have the authority to perform any such Planning Services in its sole discretion, to the fullest extent permitted by law, ordinance, resolution, or regulation. The performance of any such Planning Services by CITY shall not be subject to the supervision, control, or direction of the employees, contractors, or agents of COUNTY. Nothing in this Agreement shall be construed to limit, restrict, or prohibit the independence and autonomy of the Board of County Commissioners of COUNTY to hear and decide matters relating to: (1) any subdivision regulation violations occurring within the unincorporated areas of Finney County, Kansas; or (2) the ultimate decision on whether to approve any plat, variance, exception, or waiver pursuant to the subdivision regulations relating to a land use or real property within the unincorporated areas of Finney County, Kansas.

(iv) **ZONING SERVICES.** CITY shall exclusively perform all Zoning Services for matters within the Immediate Urban Growth Area, subject to each of the following:

(A) **INFORMING COUNTY.** CITY shall provide COUNTY with access to the community development and permit management program that CITY employees use in the performance of such Zoning Services. Any such access shall be subject to any restrictions or permissions mutually agreed to by the Parties. The scope of data for such access shall be limited to only that data which is entered into the program in the ordinary course of business of CITY in performing such services and nothing in this paragraph shall obligate CITY to enter any particular data into the program at the request of COUNTY. The scope of data for such access shall be limited to matters within the Immediate Urban Growth Area. Any such access shall allow COUNTY to generate reports from such data.

(B) **CONSULTATION WITH COUNTY.** Prior to making a recommendation to the County BZA or the Planning Commission, as the case may be, on any application or written request within the scope of such Zoning Services, CITY shall provide the Development Liaison of COUNTY a period of time in which to submit a written recommendation that includes the collective advice, opinions, and comments of COUNTY on the matter, including any supporting documentation ("County Zoning Recommendation"). Absent extraordinary circumstances, the Development Liaison of COUNTY shall submit any County Zoning Recommendation to the Director or Assistant Director of the Neighborhood & Development Services department of CITY no more than ten (10) business days following the request for the same by the CITY. For any County Zoning Recommendation that is submitted in a timely manner, CITY shall take the recommendation into consideration, but shall not be bound by it. In the event of dispute or disagreement between CITY and COUNTY on a matter in which a County Zoning Recommendation was timely submitted, CITY shall attach the recommendation as an exhibit to CITY's memorandum or staff report associated with the matter and shall ensure that the recommendation is made available to the County BZA or the Planning Commission, as the case may be. For any County Zoning Recommendation that is submitted in an untimely manner, CITY may, but shall not be obligated to, take the recommendation into consideration and to make the recommendation available to the County BZA or Planning Commission, as the case may be. Any advice, opinions, comments, and other information and documents contained in any County Zoning Recommendation shall be advisory only and shall not be binding upon CITY.

(C) **PROACTIVE ENFORCEMENT NOT INCLUDED.** Nothing in this Agreement shall be construed to require CITY to perform any patrol, scheduled inspection, neighborhood sweep, or any other proactive enforcement that is not dependent on a specific complaint from the public of an alleged violation of the City Zoning Regulations or County Zoning Regulations, as the case may be.

(D) **AMENDMENTS TO COUNTY REGULATIONS NOT INCLUDED.** Nothing in this Agreement shall be construed to require CITY to receive or process any request from the public or from COUNTY to amend the County Zoning Regulations; provided, however, that CITY shall, upon the request of COUNTY, issue a professional recommendation regarding such amendment to: (1) the County BZA or the Planning Commission, as the case may be; (2) Board of County Commissioners of COUNTY; or (3) any combination thereof.

(E) **INDEPENDENT AND SOLE DISCRETION.** CITY shall have the authority to perform any such Zoning Services in its sole discretion, to the fullest extent permitted by law, ordinance, resolution, or regulation. The performance of any such Zoning Services by CITY shall not be subject to the supervision, control, or direction of the employees, contractors, or agents of COUNTY. Nothing in this Agreement shall be construed to limit, restrict, or prohibit the independence and autonomy of the Board of County Commissioners of COUNTY to hear and decide matters relating to: (1) any zoning regulation violations occurring within the unincorporated areas of Finney County,

Kansas; or (2) the ultimate decision on whether to approve any rezoning, conditional use permit, variance, exception, or waiver pursuant to the zoning regulations relating to a land use or real property within the unincorporated areas of Finney County, Kansas.

(v) **SITE PLAN REVIEW.** CITY shall exclusively perform all Site Plan Review Coordination for matters within the Immediate Urban Growth Area.

(vi) **INTERNAL STAFF REVIEW.** CITY shall exclusively perform all Internal Staff Review Coordination for matters within the Immediate Urban Growth Area. CITY shall include any designated employees or contractors of COUNTY on any weekly site plan review emails that include all site plans received for a particular week and that are distributed by CITY on a weekly basis to representatives of the city engineer of CITY, the Neighborhood & Development Services department of CITY, the Public Works & Utilities Department of CITY, the United States Postal Service, the Kansas Department of Transportation, public districts, and private utility companies.

(vii) **INVESTIGATION OF VIOLATIONS; ASSISTANCE WITH PROSECUTION.** The responsibility, duty, and obligation of CITY to perform any Investigation & Prosecutorial Assistance pursuant to Paragraph 9(a), Responsibilities of City, herein shall be supplemented as follows:

(A) Upon the receipt of any complaint alleging a public nuisance or alleging a violation of the City Building Codes, City Subdivision Regulations, City Zoning Regulations, County Building Codes, County Subdivision Regulations, or County Zoning Regulations, as the case may be, CITY shall investigate and gather all necessary information and documentation from the complaining party, any third-party witness, or any other source that enables CITY to make a recommendation on the merits of each such alleged nuisance or violation. CITY shall thereafter review all information and documentation and shall prepare and submit an Investigation Report or Investigation Status Report to COUNTY, as defined below. Whenever the County Counselor of COUNTY files an action in the District Court of Finney County, Kansas pursuant to K.S.A. 19-101d, and amendments thereto, CITY shall assist with any such prosecution by, upon request from such County Counselor, attending any meetings, preparing any report, exhibit, or other document to support the prosecution, and appearing for any depositions and court hearings.

(B) **INVESTIGATION REPORT.**

(1) **GENERAL; CONTENTS.** Whenever CITY receives any complaint alleging a public nuisance or alleging such violation, CITY shall prepare a written recommendation to the County Counselor of COUNTY that shall include, at a minimum, the following information and documents: (a) the relevant background information; (b) a copy of any other information or documentation that was submitted or gathered from the complaining party or any other source; and (c) a recommendation stating whether each alleged violation is supported by probable cause pursuant to K.S.A. 19-101d, and amendments thereto ("Investigation Report").

(2) **TIME FRAME.** An Investigation Report shall be submitted by CITY to the County Counselor of COUNTY within a reasonable time after: (a) CITY has gathered all necessary information and documentation from the

complaining party, any third-party witnesses, or any other source that enables CITY to make a recommendation of whether each alleged violation is supported by probable cause pursuant to K.S.A. 19-101d, and amendments thereto; and (b) CITY has had a reasonable time to review the same.

(C) **INVESTIGATION STATUS REPORT.** In lieu of any Investigation Report, CITY may submit a status report to COUNTY stating that additional information, documentation, or review is required and any such status report shall state the expected time frame for a recommendation to be made; provided, however, that any such time frame shall not be binding upon CITY ("Investigation Status Report").

(D) **INDEPENDENT DECISION.** Nothing in this Agreement shall be construed to require COUNTY to accept the recommendation of any Investigation Report and, upon the receipt of such report, COUNTY may accept or reject the recommendation or, in lieu thereof, may submit a Request for Further Information to CITY, as defined below.

(E) **REQUEST FOR FURTHER INFORMATION.** In lieu of accepting or rejecting a recommendation made in an Investigation Report, COUNTY may submit a request to CITY for additional information or documentation, but only upon the condition that the request is reasonable after consideration is given to the nature of each alleged public nuisance or such alleged violation ("Request for Further Information"). CITY shall fulfill any Request for Further Information by obtaining the requested information and documentation and providing the same to COUNTY within a reasonable time.

(viii) **STATUTORY BOARD SECRETARIAL SERVICES.** CITY shall exclusively perform all secretarial and administrative services set forth in the bylaws or establishment resolution for the County BZA for matters within the entirety of the unincorporated areas of Finney County, Kansas, including the Immediate Urban Growth Area, subject to each of the following:

(A) Nothing in this Agreement shall be construed to require CITY to perform the preparation of memorandums, staff reports, and exhibits thereto and the presentation of the same to the County BZA for matters within all unincorporated areas of Finney County, Kansas that are not located within the Immediate Urban Growth Area.

(B) Nothing in this Agreement shall be construed to in any way omit, delete, modify, add to, amend, or otherwise change the responsibilities, duties, and obligations of CITY to act as the Secretary to the Planning Commission.

(ix) **FLOODPLAIN REGULATIONS.** CITY shall exclusively administer and enforce any laws, resolutions, or regulations related to floodplain management for matters within the Immediate Urban Growth Area, subject to the engineering review responsibilities, duties, and obligations of COUNTY set forth in subparagraph (b) of Paragraph 9, Responsibilities of the Parties, herein. CITY shall have no obligation to administer and enforce any laws, resolutions, or regulations related to floodplain management for matters within the unincorporated areas of Finney County, Kansas that are not within the Immediate Urban Growth Area.

(x) **FIELD SURVEY.** CITY shall exclusively perform all updates and revisions to the field survey for the entirety of the unincorporated areas of Finney County, Kansas including the Immediate Urban Growth Area, in order to determine the proper land use of public and private real property in accordance with the controlling land use and zoning plans, rules, and regulations of COUNTY.

(xi) **MAINTENANCE OF STREET AND STORMWATER INFRASTRUCTURE.** Nothing in this Agreement shall prohibit, restrict, or limit the Parties from entering into a separate agreement or agreements for the maintenance, repair, inspection, and testing of any public infrastructure within the unincorporated areas of Finney County, Kansas, including the Immediate Urban Growth Area. In the event that such agreement or agreements is negotiated or entered into, CITY shall not be made responsible for the maintenance, repair, inspection, and testing of any public infrastructure other than street and stormwater infrastructure.

(b) **RESPONSIBILITIES OF COUNTY.** COUNTY shall perform all responsibilities, duties, and obligations in the manner set forth in this subparagraph.

(i) **PLANNING SERVICES.** COUNTY shall exclusively perform all Planning Services for matters within all unincorporated areas of Finney County, Kansas that are not located within the Immediate Urban Growth Area.

(ii) **ZONING SERVICES.** COUNTY shall exclusively perform all Zoning Services for matters within all unincorporated areas of Finney County, Kansas that are not located within the Immediate Urban Growth Area, except that CITY shall continue

(iii) **SITE PLAN REVIEW.** COUNTY shall exclusively perform all Site Plan Review Coordination for matters within all unincorporated areas of Finney County, Kansas that are not located within the Immediate Urban Growth Area.

(iv) **INTERNAL STAFF REVIEW.** COUNTY shall exclusively perform all Internal Staff Review Coordination for matters within all unincorporated areas of Finney County, Kansas that are not located within the Immediate Urban Growth.

(v) **COUNTY BZA SECRETARIAL SERVICES.** COUNTY shall exclusively perform the preparation of memorandums, staff reports, and exhibits thereto and the presentation of the same to the County BZA for any matters within all unincorporated areas of Finney County, Kansas that are not located within the Immediate Urban Growth Area.

(vi) **FLOODPLAIN REGULATIONS.** COUNTY shall provide engineering review, as deemed necessary by COUNTY Engineer, related to floodplain management for matters within the Immediate Urban Growth Area, subject to the administration and enforcement responsibilities, duties, and obligations of CITY set forth in subparagraph (a) of Paragraph 9, Responsibilities of the Parties, herein. COUNTY shall administer and enforce any laws, resolutions, or regulations related to floodplain management for matters within the unincorporated areas of Finney County, Kansas that are not within the Immediate Urban Growth Area. Under no circumstance shall this section obligate COUNTY to provide a comprehensive Floodplain Study.

(vii) **ENVIRONMENTAL CODE.** COUNTY shall administer and enforce the Environmental Code of COUNTY pursuant to Resolution No. 34-92, including, but not limited to, the inspection of new septic tanks and systems, or matters within the entirety of the unincorporated areas of Finney County, Kansas, including the Immediate Urban Growth Area.

(viii) **RIGHT-OF-WAY AND UTILITY PERMITS.** COUNTY shall exclusively perform the following in relation to any right-of-way and/or utility permit: (A) approving or denying any application or formal request for such permit submitted by the public and performing any inspection related thereto; (B) receiving and responding to customer service inquiries of the public in relation to any such permit or inspection related thereto; and (C) enforcing any such permit and investigating and prosecuting any alleged violation of such permit.

(ix) **SEPTIC SYSTEM PERMITS.** COUNTY shall exclusively perform the following in relation to any septic system permit: (A) approving or denying any application or formal request for such permit submitted by the public and performing any inspection related thereto; (B) receiving and responding to customer service inquiries of the public in relation to any such permit or inspection related thereto; and (C) enforcing any such permit and investigating and prosecuting any alleged violation of such permit.

(x) **DRAFTING OF RESOLUTIONS.** COUNTY shall draft all resolutions required to carry out the responsibilities, duties, and obligations of the Parties set forth in Paragraph 9, Responsibilities of the Parties, herein.

(xi) **MAINTAINING CITY INDEPENDENCE AND SOLE DISCRETION.** COUNTY shall not permit any of its employees, contractors, or agents to exercise or attempt to exercise any supervision, control, or direction over any employee, consultant, or agent of CITY in the performance of any Code Enforcement Services, Permitting & Inspections Services, Planning Services, or Zoning Services, as set forth in Paragraphs 9(a)(i) through (iv), Code Enforcement, Permitting & Inspections, Planning Services, and Zoning Services, herein. Nothing in this Agreement shall be construed to limit, restrict, or prohibit the independence and autonomy of the Board of County Commissioners of COUNTY to hear and decide matters relating to: (A) public nuisances occurring within the unincorporated areas of Finney County, Kansas; (B) any building code violations occurring within the unincorporated areas of Finney County, Kansas; (C) any subdivision regulation violations occurring within the unincorporated areas of Finney County, Kansas; (D) the ultimate decision on whether to approve any plat, variance, exception, or waiver pursuant to the subdivision regulations relating to a land use or real property within the unincorporated areas of Finney County, Kansas; (E) any zoning regulation violations occurring within the unincorporated areas of Finney County, Kansas; or (F) the ultimate decision on whether to approve any rezoning, conditional use permit, variance, exception, or waiver pursuant to the zoning regulations relating to a land use or real property within the unincorporated areas of Finney County, Kansas.

10. **REGULATORY FRAMEWORK.** In performing their respective responsibilities, duties, and obligations as set forth in Paragraph 9, Responsibilities of the Parties, herein, the Parties shall apply and enforce the codes, standards, and regulations set forth in subparagraph (c) of Paragraph 4, General Definitions, herein, as follows:

(a) **IMMEDIATE URBAN GROWTH AREA.** CITY shall apply and enforce the City Building Codes, City Development & Design Standards, City Subdivision Regulations, and City Zoning Regulations for all matters within the Immediate Urban Growth Area, subject to the agricultural use exemption set forth in K.S.A. 19-2908.

(c) **OTHER UNINCORPORATED AREAS OF FINNEY COUNTY, KANSAS.** COUNTY shall apply and enforce the County Building Codes, County Development & Design Standards, County Subdivision Regulations, or County Zoning Regulations for all matters within all unincorporated areas of Finney County, Kansas that are not located within the Immediate Urban Growth Area.

13. **FEES AND OTHER ASSESSMENTS.** CITY shall be authorized to charge and collect any fees or other assessments for the processing or administration of any license, permit, application, or request related to any responsibility, duty, or obligation of CITY set forth in subparagraph (a) of Paragraph 9, Responsibilities of the Parties, herein, regardless of whether such fee is established by CITY or COUNTY, including, but not limited to, any mileage fees, penalty fees, and inspection fees. Any such fees and assessments shall be the sole property of CITY. COUNTY may, from time-to-time and on a case-by-case basis, waive a fee or assessment up to eighty percent (80%) of the fee value, but only upon the condition that COUNTY reimburses CITY for such waived amount within a reasonable time after the fee is paid.

12. **LEGAL INTERPRETATIONS; LEGAL ADVICE.** In the event that CITY requires a legal interpretation of any law, ordinance, resolution, or regulation or any other legal advice in the performance of any responsibility, duty, or obligation of CITY set forth in subparagraph (a) of Paragraph 9, Responsibilities of the Parties, herein, CITY may elect to obtain a legal interpretation or other legal advice from the County Counselor of COUNTY, City Attorney of CITY, Assistant City Attorney of CITY, special legal counsel approved by CITY, special legal counsel approved by COUNTY, or any combination thereof. CITY shall be solely responsible for paying any legal fees associated with CITY obtaining a legal interpretation or other legal advice from its City Attorney, Assistant City Attorney, or special legal counsel approved by CITY. COUNTY shall be solely responsible for paying any legal fees associated with CITY obtaining a legal interpretation or other legal advice from the County Counselor of COUNTY or from any special legal counsel approved by COUNTY. The failure of CITY to obtain a legal interpretation or other legal advice from any legal counsel or to obtain a legal interpretation or other legal advice from the County Counselor of COUNTY or from special legal counsel approved by COUNTY shall not constitute an element of default under this Agreement. COUNTY shall have no obligation to accept the legal opinion of any legal counsel utilized by CITY.

13. **OPEN RECORDS.** Any information or document that is received or created by CITY in the course of performing any responsibility, duty, or obligation of CITY set forth in subparagraph (a) of Paragraph 9, Responsibilities of the Parties, herein, including, but not limited to, electronic communications, shall be maintained and controlled by CITY. Nothing in this Agreement shall be construed to in any way limit, restrict, or prohibit CITY from disclosing any such record to the Planning Commission, the County BZA, the Board of County Commissioners of COUNTY, to the respective applicant or requesting party, or to any other party. Likewise, nothing in this Agreement shall be construed to in any way limit or waive any exception to disclosure that CITY may have pursuant to the Kansas Open Records Act, K.S.A. 45-215 et seq. and amendments thereto, or pursuant to any other law.

14. **NO KEY PERSONNEL.** Nothing in this Agreement shall be construed to require CITY to designate, assign, or use any particular employee, contractor, or agent of CITY in the performance of any responsibility, duty, or obligation of CITY set forth in subparagraph (a) of Paragraph 9, Responsibilities of the Parties, herein.

15. **TERM.** The term of this Agreement shall be for a term of three (3) years, commencing on the 1st day of January, 2025 ("Effective Date") and ending on the 31st day of December, 2027.

16. **PAYMENT FOR SERVICES.** In exchange for CITY performing the responsibilities, duties, and obligations set forth in subparagraph (a) of Paragraph 9, Responsibilities of the Parties, herein, COUNTY shall pay to CITY the sum of $247,917.70 for each year of this Agreement, which shall be payable in two (2) payments of $123,958.85, with the first payment to be paid on or before January 15th of each year and the second payment to be paid on or before July 15th of each year. The payment method for any payment made pursuant to this paragraph shall be by a check made payable to the City Clerk of CITY or by any other payment method agreed to in writing by the City Manager of CITY. For year two and year three of this Agreement, CITY shall have the option to escalate the annual payment in an amount not greater than five percent (5%) of the total compensation for the previous year, but only upon the condition that CITY provides written notice to COUNTY of its intent to exercise such escalation on or before May 15th of the year immediately preceding the year in which such escalation is to take effect.

17. **INDEPENDENT CONTRACTOR.** CITY acknowledges and agrees that any of its employees, contractors, or agents who perform any responsibility, duty, or obligation of CITY set forth in subparagraph (a) of Paragraph 9, Responsibilities of the Parties, herein shall be considered as independent contractors of COUNTY and shall not be considered as employees of COUNTY.

18. **NO EMPLOYMENT RELATIONSHIP; LABOR COSTS.** CITY acknowledges and agrees that no employment relationship shall exist between COUNTY and any employee, contractor, or agent of CITY who performs any responsibility, duty, or obligation of CITY set forth in subparagraph (a) of Paragraph 9, Responsibilities of the Parties, herein, except as may be established by separate agreement between the Parties for a shared employee. CITY shall be solely responsible for the payment of any and all labor costs and labor expenses in relation to any employee, contractor, or agent of CITY who performs any responsibility, duty, or obligation of CITY set forth in subparagraph (a) of Paragraph 9, Responsibilities of the Parties, herein or in relation to any other obligation of CITY pursuant to this Agreement. CITY shall maintain workers' compensation insurance, pursuant to the laws of the State of Kansas, for any of its employees who perform any responsibility, duty, or obligation of CITY set forth in subparagraph (a) of Paragraph 9, Responsibilities of the Parties, herein. CITY shall be solely responsible for all withholdings required by law and the payment of any taxes and assessments associated therewith for any of its employees who perform any responsibility, duty, or obligation of CITY set forth in subparagraph (a) of Paragraph 9, Responsibilities of the Parties, herein.

19. **TERMINATION.** This Agreement shall not be terminated, except in the case of termination due to: (a) nonpayment pursuant to Paragraph 22, Nonpayment, herein; (b) default pursuant to Paragraph 23, Default, herein; (c) termination due to non-appropriation of funds pursuant to Paragraph 24, Non-Appropriation of Funds, herein; (d) unilateral termination by COUNTY, but only upon the condition that COUNTY provides at least sixty (60) days' prior written notice of its intent to terminate to CITY; (e) unilateral termination by CITY, but only upon the condition that CITY provides at least One Hundred Eighty (180) days' prior written notice of its intent to terminate to COUNTY; or (f) upon the written consent of both Parties. Any termination pursuant to or referenced by this paragraph shall terminate all rights and obligations between the Parties, except that COUNTY shall be responsible for paying the Pro-Rata Payment and CITY shall be responsible for the Winding Down Activities. Notwithstanding the foregoing, any provisions within the scope of Paragraph 29(i), Survivability, herein shall survive any termination pursuant to or referenced by this paragraph.

20. **PRO-RATA PAYMENT UPON TERMINATION.** Upon any termination pursuant to or referenced by Paragraph 19, Termination, herein, COUNTY shall only be responsible for the payment of any services rendered by CITY in relation to any of its responsibilities, duties, or obligations set forth in subparagraph (a) of Paragraph 9, Responsibilities of the Parties, herein up to the date of termination, which shall be calculated on a pro-rata daily basis, and COUNTY shall have no responsibility, duty, or obligation under this Agreement to pay any additional amount to CITY after the date of termination ("Pro-Rata Payment"). COUNTY shall make such payment to CITY within thirty (30) days after the date of termination. The provisions of this paragraph shall survive any termination or expiration of this Agreement.

21. **WINDING DOWN UPON TERMINATION.** Upon any termination pursuant to or referenced by Paragraph 19, Termination, herein, COUNTY shall immediately upon the date of termination assume responsibility of and perform all acts designated as a responsibility, duty, or obligation of CITY set forth in subparagraph (a) of Paragraph 9, Responsibilities of the Parties, herein, including, but not limited to, the intake and processing of new applications, written requests, and customer service inquiries. In addition thereto, CITY shall work towards transferring any pending matters to COUNTY that relate to any responsibility, duty, or obligation of CITY set forth in subparagraph (a) of Paragraph 9, Responsibilities of the Parties, herein provided prior to the date of termination and shall work towards otherwise winding down any such matters ("Winding Down Activities"). CITY and COUNTY shall cooperate with one another to ensure an orderly wind down of any such pending matters and to ensure that the public is properly directed to COUNTY for assistance with or filing any new applications, written requests, or customer service inquiries with minimum disruption to applicants, developers, and other public. CITY shall have no other obligation to continue to perform any responsibility, duty, or obligation of CITY set forth in subparagraph (a) of Paragraph 9, Responsibilities of the Parties, herein to COUNTY other than the Winding Down Activities. The provisions of this paragraph shall survive any termination or expiration of this Agreement.

22. **NONPAYMENT.** The failure of COUNTY to pay any fee required to be paid under this Agreement shall be considered a default in event that any such fee is in arrears and remains unpaid for thirty (30) days after the date it is due; provided, however, that COUNTY's failure to appropriate funds pursuant to Paragraph 24, Non-Appropriation the of Funds, herein shall not constitute an element of default under this paragraph ("Nonpayment"). Upon any such Nonpayment, CITY may terminate this Agreement thereby terminating the rights and obligations between the Parties; provided, however, that any termination pursuant to this paragraph shall require CITY to give ten (10) days written notice to COUNTY of its intention to terminate due to Nonpayment, at the end of which time this Agreement shall be terminated, unless such default shall have been cured within such ten (10) days. Any such notice shall identify the amount of arrearage and the date on which the payment was originally due. This Agreement shall not limit in any manner the legal rights or remedies CITY may have in the event of such Nonpayment. Any waiver of Nonpayment by CITY shall not be deemed as a continuing waiver and shall not operate to prevent CITY from declaring a default for any succeeding breach, either of the same or other covenant. Should CITY be required to take any legal action to enforce the terms and conditions of this Agreement, whether through litigation or otherwise, COUNTY shall be responsible for all costs and expenses of CITY, including, but not limited to, reasonable attorney fees and court costs.

23. **DEFAULT.** Failure by either party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days after written notice thereof from the other Party shall constitute a default under this Agreement. Any such notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the thirty (30) days, the non-defaulting Party shall have the right to pursue all rights and remedies which may be available under law or equity, subject to any limitations set forth in this Agreement, including, but not limited to, the right to institute an action for damages and to terminate this Agreement pursuant to Paragraph 19, Termination, herein. The grounds for default referenced in this Paragraph shall include, but shall not be limited to, COUNTY's failure to comply with or violation of Paragraph 9(b)(x), Maintaining City Independence and Sole Discretion, herein.

24. **NON-APPROPRIATION OF FUNDS.** In the event sufficient funds are not appropriated by the respective governing body of CITY or COUNTY for any payment required to be paid under this Agreement or to fund any service to be provided under this Agreement, any such non-appropriating Party may terminate this Agreement in the fiscal year in which funds were last appropriated for such payments; provided, however, that such Party shall notify the other Party if such funds are not going to be available due to non-appropriation and any such notice shall occur at least One Hundred Eighty (180) days prior to the expiration of the Party's fiscal year then in effect. Failure of a Party to appropriate funds for continuation of this Agreement shall not constitute an element of default under this Agreement.

25. **FORCE MAJEURE.** Any unforeseeable and unavoidable occurrence beyond the reasonable control of a Party that prevents a Party from fully performing its obligations hereunder, including, without limitation, acts of God, criminal acts, acts of war, explosions, epidemics, pandemics, civil disturbances, labor problems, loss or malfunctions of utilities, loss or malfunction of computer or communication services, or unforeseeable and unavoidable actions by a governmental authority not a party to this Agreement shall relieve the Parties from compliance with this Agreement.

26. **LIMITATION OF LIABILITY FOR CITY.** CITY shall not be liable for any consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, lost profits or revenues, or diminution in value, arising out of, or relating to, or in connection with any breach or other default of this Agreement, regardless of: (a) whether such damages were foreseeable; (b) whether or not CITY was advised of the possibility of such damages; (c) the legal or equitable theory upon which the claim is based, such as contract, tort, or otherwise; and (d) the failure of any agreed or other remedy of its essential purpose. The provisions of this paragraph shall survive any termination or expiration of this Agreement.

27. **LIMITATION OF LIABILITY FOR COUNTY.** COUNTY shall not be liable for any consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, lost profits or revenues, or diminution in value, arising out of, or relating to, or in connection with any breach or other default of this Agreement, regardless of: (a) whether such damages were foreseeable; (b) whether or not COUNTY was advised of the possibility of such damages; (c) the legal or equitable theory upon which the claim is based, such as contract, tort, or otherwise; and (d) the failure of any agreed or other remedy of its essential purpose. The provisions of this paragraph shall survive any termination or expiration of this Agreement.

28. **INDEMNIFICATION OF THIRD-PARTY CLAIMS FOR CITY.** COUNTY for itself and on behalf of its elected officials, employees, officers, directors, agents, or contractors (for purposes of this paragraph only "INDEMNITOR") shall indemnify, hold harmless, and, at the option of the party herein indemnified, defend CITY and its elected officials, employees, officers, directors, agents, or contractors (for purposes of this paragraph only "INDEMNITEE") from and against any and all costs and expenses, including, but not limited to, reasonable attorney fees and court costs, and all other amounts that INDEMNITEE is or may become obligated to pay on account of any and all demands, claims, liabilities, or losses of any third party directly arising, alleged to have arisen out of, been related to, or in any way connected with the acts or omissions, including, but not limited to, any negligent or wrongful acts or omissions, of INDEMNITOR in relation to this Agreement, including, but not limited to: (a) any breach of this Agreement by INDEMNITOR; or (b) the unenforceability, voidness, illegality, or other invalidity of any code, resolution, regulation, or standard adopted by INDEMNITOR, including, but not limited to, the County Building Codes, County Development & Design Standards, County Subdivision Regulations, and County Zoning Regulations or any version of the City Building Codes, City Development & Design Standards, City Subdivision Regulations, and City Zoning Regulations that is incorporated by reference by the Board of County Commissioners of COUNTY in a manner that differs from the version adopted or incorporated by reference by the City Commission of CITY. The provisions of this paragraph shall apply regardless of whether such demands, claims, liabilities, or losses are for damages to property or for injury, illness, harm, or death of any person. The provisions of this paragraph shall survive any termination or expiration of this Agreement.

29. **INDEMNIFICATION OF THIRD-PARTY CLAIMS FOR COUNTY.** CITY for itself and on behalf of its elected officials, employees, officers, directors, agents, or contractors (for purposes of this paragraph only "INDEMNITOR") shall indemnify, hold harmless, and, at the option of the party herein indemnified, defend COUNTY and its elected officials, employees, officers, directors, agents, or contractors (for purposes of this paragraph only "INDEMNITEE") from and against any and all costs and expenses, including, but not limited to, reasonable attorney fees and court costs, and all other amounts that INDEMNITEE is or may become obligated to pay on account of any and all demands, claims, liabilities, or losses of any third party directly arising, alleged to have arisen out of, been related to, or in any way connected with the acts or omissions, including, but not limited to, any negligent or wrongful acts or omissions, of INDEMNITOR in relation to this Agreement. The provisions of this paragraph shall apply

regardless of whether such demands, claims, liabilities, or losses are for damages to property or for injury, illness, harm, or death of any person. The provisions of this paragraph shall survive any termination or expiration of this Agreement.

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

If to CITY:

City of Garden City, Kansas
Attn: Matthew C. Allen, City Manager
P.O. Box 998
Garden City, Kansas 67846
Telephone: (620) 276-1160
Facsimile: (620) 276-1169
Email: matt.allen@gardencityks.us

With a copy to:

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

If to COUNTY:

County of Finney, Kansas
Attn: Robert Reece, County Administrator
P.O. Box M
Garden City, Kansas 67846
Telephone: (620) 272-3524
Facsimile: (620) 272-3599
rreece@finneycounty.org

With a copy to:

Kara L. Schartz, County Counselor
Hope, Mills, Bolin, Collins & Ramsey, L.L.P.
607 North 7th Street
Garden City, Kansas 67846
Telephone: (620) 276-3203
Facsimile: (620) 276-3300
kaschartz@finneycounty.org

31. **GENERAL COVENANTS**

(a) **CHOICE OF LAW.** This Agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas.

(b) **WAIVER.** A waiver by a Party of any breach or default of the other Party shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default.

(c) **CUMULATIVE REMEDIES.** All rights and remedies provided in this Agreement, as well as those provided by law or equity, are cumulative and not exclusive of any other rights or remedies, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, by ordinance, by resolution, or otherwise.

(d) **MODIFICATIONS.** This Agreement shall not be modified, amended, or changed except by written agreement signed by each Party to this Agreement.

(e) **NON-ASSIGNABILITY.** Neither Party may assign its rights and obligations hereunder without obtaining the prior written consent of the other Party. No assignor shall be released from any of its obligations or liabilities under this Agreement.

(f) **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties, their respective successors, and their permitted assigns.

(g) **COMPLETE UNDERSTANDING; PRIOR AGREEMENTS.** This Agreement represents the complete understanding between CITY and COUNTY as to the subject matter hereof. No inducements, representations, understandings, or agreements, whether oral or written, have been made or relied upon in the making of this Agreement, except those specifically set forth in this Agreement. This Agreement supersedes and terminates all prior written or oral negotiations, representations, warranties, statements, agreements, addendums to any agreements, and modifications to any agreements between CITY and COUNTY concerning said subject matter of this Agreement, including, but not limited to, the agreement entered into on or about December 15, 2015, by and between CITY and COUNTY, bearing the title of *Interlocal Agreement Between the City of Garden City, Kansas and the County of Finney, Kansas*, effective as of January 1, 2016, and the amendment entered into on or about March 17, 2020, by and between CITY and COUNTY, bearing the title of *Amendment to Interlocal Agreement Between the City of Garden City, Kansas and the County of Finney, Kansas*, effective as of March 16, 2020 ("2015 Agreement").

(h) **SEVERABILITY.** If one or more parts or provisions of this Agreement are found or held unenforceable, void, illegal, or in any way invalid, any such part or provision shall be deemed to be severable from this Agreement and shall in no way affect the validity of the remaining parts or provisions of this Agreement.

(i) **SURVIVABILITY.** Notwithstanding any termination or expiration of this Agreement, any provision that, by its sense and context, is intended to survive the termination or expiration of this Agreement shall survive any such termination or expiration, including, but not limited to, the provisions of Paragraphs 20, 21, 26, 27, 28, and 29, titled as Pro-Rata Payment Upon Termination, Winding Down Upon Termination, Limitation of Liability for City, Limitation of Liability for County, and Indemnification of Third-Party Claims for City, Indemnification of Third-Party Claims for County, herein, respectively, shall survive any such termination.

(j) **CHANGE OF LAW.** In the event any provision or part of this Agreement is invalid under applicable laws, such invalid provision or part shall automatically be considered reformed and amended so as to conform to all applicable legal requirements, or, if

such invalidity cannot be cured by reformation or amendment, the same shall be considered stricken and deleted, but in neither such event or events shall the validity or the enforceability of the remaining valid portions hereof be affected thereby.

(k) **CONSTRUCTION.** This Agreement has been arrived at by negotiation and shall not be construed against either Party to it or against the Party who prepared the last draft.

(l) **HEADINGS; PARAGRAPH REFERENCES.** The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement. Any reference made in regard to a particular paragraph shall be construed as a reference to that paragraph and any of its subparagraphs or subparts, regardless of whether the paragraph is referenced by number, letter, or pronoun.

(m) **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. Delivery of signatures by electronic method, including electronic mail of PDF signature pages, shall have the same effect as an original signature.

32. **TRANSITION PERIOD.** Whereas COUNTY will be responsible for providing new and additional services pursuant to this Agreement that have historically been provided by CITY, the intent of this paragraph is to provide COUNTY with a transition period to hire and train additional staff. Notwithstanding anything in this Agreement to the contrary and notwithstanding the unilateral termination of the 2015 Agreement by CITY on June 28, 2024, the following provisions of the 2015 Agreement are hereby incorporated by reference as if fully set forth herein and shall be binding upon the Parties from the Effective Date to June 30, 2025, subject to any limitations set forth below:

(a) Subparagraphs (a) through (k) of Paragraph 10, Purpose, of the 2015 Agreement, except that:

(i) CITY shall not be required to comply with any self-help or abatement remedy provision of a resolution of COUNTY, including, but not limited to, Resolution No. 25-2010; and

(ii) CITY shall have no right to retain any application fee received for a right-of-way permit or utility permit and, upon receipt thereof, CITY shall thereafter remit any such application fees to COUNTY within a reasonable time determined by the Parties;

(b) Subparagraphs (aa) through (gg) of Paragraph 10, Purpose, of the 2015 Agreement, except for subparagraph (cc); and

(c) Paragraph 11, Exemptions from Building Codes, of the 2015 Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date set forth herein, with each Party having executed this Agreement on the dates set forth in the two (2) separate signature pages attached hereto, which are hereby incorporated by reference as if fully set forth herein.

CITY SIGNATURE PAGE

THE UNDERSIGNED is executing this Agreement in a representative capacity for CITY as the Mayor and City Clerk thereof and hereby acknowledge receipt of a copy of the *Interlocal Cooperative Agreement* by and between the CITY OF GARDEN CITY, KANSAS and the COUNTY OF FINNEY, KANSAS, consisting of twenty-one (21) pages and two (2) separate signature pages and having an effective date as of the 1st day of January, 2025. The undersigned approve and ratify said Agreement and agree for the Party represented to be bound by the terms and provisions thereof.

CITY OF GARDEN CITY, KANSAS

By_____
MANUEL F. ORTIZ, Mayor

ATTEST:

_____
CELYN N. HURTADO, City Clerk

COUNTY SIGNATURE PAGE

THE UNDERSIGNED is executing this Agreement in a representative capacity for COUNTY as the Chairperson and County Clerk thereof and hereby acknowledge receipt of a copy of the *Interlocal Cooperative Agreement* by and between the CITY OF GARDEN CITY, KANSAS and the COUNTY OF FINNEY, KANSAS, consisting of twenty-one (21) pages and two (2) separate signature pages and having an effective date as of the 1st day of January, 2025. The undersigned approve and ratify said Agreement and agree for the Party represented to be bound by the terms and provisions thereof.

COUNTY OF FINNEY, KANSAS

By_____
GERALD O. SCHULTZ, Chairperson
Board of County Commissioners of
Finney County, Kansas

ATTEST:

_____
DORI MUNYAN, County Clerk

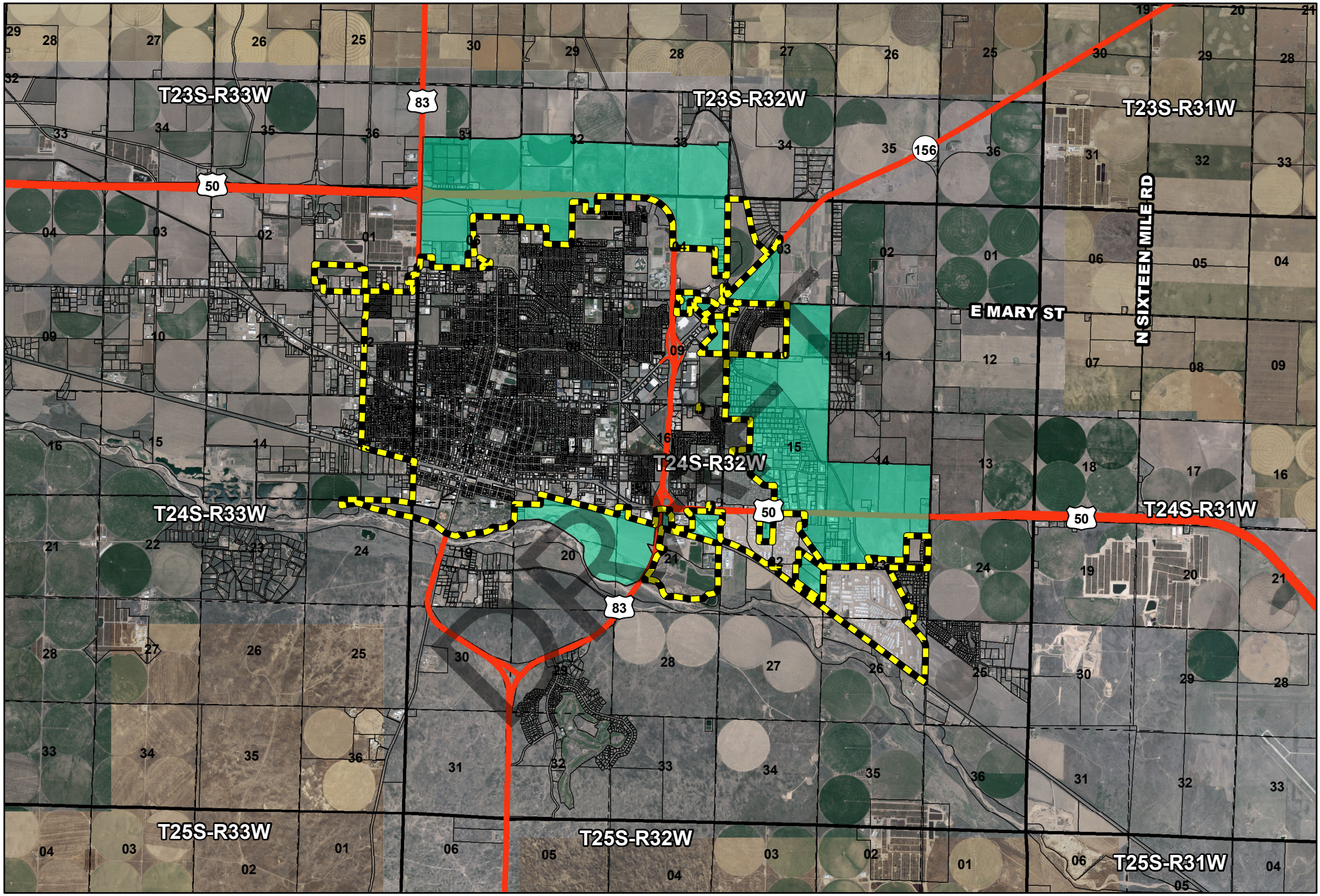


Exhibit 1

Legend

Immediate Growth Area

0 5,000 10,000 20,000 Feet

N

GARDEN CITY KANSAS

GARDEN CITY
— KANSAS —

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Courtney E. Prewitt, Chief of Police
DATE: November 5, 2024
RE: Appointment to the Public Safety Advisory Board

ISSUE:
The Governing Body is asked to consider and approve an appointment to the Public Safety Advisory Board (PSAB).

BACKGROUND:
The Public Safety Advisory Board (PSAB) has six vacant board positions, representing the Asian American, Business, USD 457, and the GCHS and GCHS Student interest groups, as well as a County Resident living outside of the corporate limits of Garden City.

Mark Shera Cruz has submitted an application and is recommended by the PSAB to fill the Asian American vacancy. His term would expire in December 2027 and is recommended for the appointment based on expertise and proactive involvement within the community.

The PSAB has received additional applications from individuals interested in serving on the board and will reach out to those applicants about their interest and meeting criteria of other available vacancies.

ALTERNATIVES:
1. The Governing Body may approve to appoint Mark Shera Cruz to fill the Asian American vacancy on the PSAB, with his term expiring in December 2027.
2. The Governing Body may deny the appointment and recommend the PSAB continues to recruit board members.

RECOMMENDATION:
The PSAB recommends the Governing Body approve appointing Mark Shera Cruz to fill the Asian American vacancy on the board.

FISCAL NOTE:
None.

ATTACHMENTS:
Mark Shera Cruz 9-27-24

Kori Longoria

From: gardencity-noreply@enotify.visioninternet.com
Sent: Thursday, September 26, 2024 9:56 PM
To: City Clerk
Subject: Garden City: Advisory Board Application

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

Form Name:	Advisory Board Application
Date & Time:	09/26/2024 9:56 PM
Response #:	230
Submitter ID:	21793
IP address:	23.119.249.34
Time to complete:	18 min. , 0 sec.

Survey Details

Page 1

1. Name
Mark Shera Cruz

2. Phone Number
(620) 290-1350

3. Address
1602 E Labrador Blvd Apt E

4. Email Address
mcruz@gckschools.com

5. Occupation
Teacher

6. Place of Employment
Garden City Public Schools

7. How long have you been a resident of Garden City/Finney County?
16

8. Describe why you are interested in serving on a board/commission.
As an immigrant and educator who came to Garden City 16 years ago, I consider Garden City as my home-away-from-home. I am interested in serving on the advisory board to contribute to the meaningful change in Garden City. My experiences living and working in Garden City helped shaped my understanding of how culturally dynamic this community is. Thus, I

believe that I can help advance diversity, equity, inclusion, and belonging in our community. I would also like to collaborate with our community leaders so I can share the good things happening in our community to our high school students.

9. Other applicable experience:

Science Department Co-Chair August 2024 – Present
Garden City High School

♣ Collaborate and provide support the new cohort of Teacher Institute participants on how they can integrate hands on projects and "Science Snacks" effectively into their classroom and curriculum.

Shop Teacher -in – Residence (STIR) 3rd June 2024 – 28th June 2024
Exploratorium, San Francisco, CA

♣ Collaborate and provide support the new cohort of Teacher Institute participants on how they can integrate hands on projects and "Science Snacks" effectively into their classroom and curriculum.

Member, Avid Site Team August 2019 – May 2021
Garden City High School

♣ Worked with secondary teachers in implementing AVID (Advancement Via Individual Determination) strategies in their content areas.

Technology Committee August 2014 – May 2018
Garden City High School

♣ Conducted training for teachers and staff members who wanted to hone their students' creative capacity using iPad OS applications.
♣ Provided coaching services to teachers who wanted to use any iPad OS application in their classrooms.
♣ Facilitated the technology sessions during teacher in-service days in the effective use of technology in the classroom.

Student Assistance Team August 2013 – May 2016
Garden City High School

♣ Communicated with the parents and collaborated with the teachers and counselors of every at-risk student and identified the strategies that are working and not working for them.
♣ Wrote individualized goals for at-risk students to support their social, academic, behavioral, and emotional needs.

Teacher Mentor August 2013 - Present
Garden City High School

♣ Provide professional support and assistance to teachers that are new to the teaching profession or new to the building. Use transformational coaching strategies to help teachers reflect on their teaching and planning; almost of the teacher coached stayed in the district for at least two years or more which helped in the school's teacher retention.

10. Please indicate those advisory boards/commissions on which you are interested in serving:

[×] Cultural Relations Board

[×] Public Safety Advisory Board

Thank you,
Garden City

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

GARDEN CITY
— KANSAS —

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Kristi Newland, Zoo Director
DATE: November 5, 2024
RE:

ISSUE:

The Governing Body is asked to consider and approve the release of a request for proposals from qualified firms to provide professional services to design and develop construction documents, produce an artistic rendering, and estimated construction budgets for three projects at Lee Richardson Zoo (bird holding/viewing building, 7th Street drive-in entrance, and wild horse and camel holding barns) and to appoint a commissioner to the selection committee.

BACKGROUND:

Lee Richardson Zoo is a fifty-acre facility that is free to pedestrians. The Zoo offers onsite, offsite, and virtual programming. It is often the site for various community events and is open 361 days of the year. The Zoo is an accredited member of the Association of Zoos and Aquariums (AZA) since 1986 and a premier attraction for the city of Garden City and surrounding area.

In 2022, the Lee Richardson Zoo master plan was updated and approved by the City Commission. Designing and developing construction documents, artistic renderings, and estimated construction budgets for the bird holding/viewing building, the 7th Street drive-in entrance, and the wild horse and camel barns were submitted as a 2024 Capital Improvement Project. This project was selected as a priority project through the CIP program, and the Commission approved funding for the project in the 2024 budget.

With the project funded, an RFP has been prepared to send out for submissions. The submissions will be reviewed by a selection committee composed of Zoo staff (Director, Deputy Director, Animal Care Curator), City Administration (Parks and Recreation Director, City Commissioner), Zoo Advisory board member, FOLRZ Executive Director, and a board member. Applications will be reviewed on professional qualifications, specialized experience and technical competence, capacity to accomplish the required services on the agreed-upon timeline and budget, past performance, understanding of the project, and quality assurance.

ALTERNATIVES:

1. The Governing Body may approve the release of the request for proposals and appoint a commissioner to the selection committee.
2. The Governing Body may approve the release of the request for proposals without appointing a commissioner to the selection committee.

3. The Governing Body can decline to release the request for proposals and to appoint a commissioner to the selection committee and offer staff other directions.

RECOMMENDATION:

Staff recommends the Governing Body approve the release of the request for proposals and appointing a commissioner to the selection committee.

FISCAL NOTE:

There is no fiscal impact at this time. Funds for this project are in the Capital Improvement Plan Fund ($210,000) and Zoo Projects 30830100 5511 ($15,000).

ATTACHMENTS:

2025 design and construct docs and budgets RFP
LRZ Design.Construct docs submittal scoring blank
Reference blank

Lee Richardson Zoo connects people with wildlife, inspiring appreciation and understanding of the natural world through conservation, education, and engaging experiences.

KRISTI NEWLAND
Director
Kristi.Newland@gardencityks.us

JOE KNOBBE
Deputy Director
Joe.Knobbe@gardencityks.us

JAKOB STEGMAN
Facilities Supervisor
Jakob.Stegman@gardencityks.us

CARRIE THURMAN
Animal Care Curator
Carrie.Thurman@gardencityks.us

ALYSSA MECHLER
Conservation Awareness Manager
Alyssa.Mechler@gardencityks.us

312 Finnup Drive
Garden City, KS 67846

Phone (620) 276-1250
Fax (620)-276-1259
Zoo.Department@gardencityks.us
www.leerichardsonzoo.org

Lee Richardson Zoo is accredited by the Association of Zoos and Aquariums and is dedicated to recreation, conservation, education, and scientific studies.

ACCREDITED BY THE ASSOCIATION OF ZOOS & AQUARIUMS

GARDEN CITY KANSAS

Request for Proposal
Lee Richardson Zoo Design, Construction Documents, Renderings, and Budgets for Bird Holding/Viewing Building, 7th Street Drive-in Entrance, Wild Horse and Camel Holding Barns
City of Garden City, Kansas
November 8, 2024

I. Purpose

Lee Richardson Zoo, a department of the City of Garden City, is requesting proposals for professional services to design and develop construction documents, produce one artistic rendering, and construction budgets for three projects:

1. Bird Holding/Viewing Building
2. 7th Street Drive-in Entrance
3. Wild Horse and Camel Holding Barns

II. Background

The identified projects are part of the approved Lee Richardson Zoo master plan and have been selected for development through the City of Garden City's Capital Improvement Program. The Zoo's master plan was last updated and approved by the City Commission in 2022. The Zoo is an accredited member of the Association of Zoos and Aquariums (AZA) since 1986 and a premier attraction for the city of Garden City and surrounding area.

The Zoo was founded in 1927 by a local chapter of the Izaak Walton League and initially focused on species common to the area. Over the years Lee Richardson Zoo has grown to house a variety of species from around the world and to draw visitors from across the country. The Finnup Center for Conservation Education (FCCE) was constructed in 1996 to house administrative offices and the Conservation Awareness team as well as meeting rooms, ambassador animals, and interactive displays. The Zoo has a long history of designing/developing graphics for the Zoo in-house. In 1997 an Interactive Virtual Program Studio was added allowing Zoo staff to share the Zoo's mission with audiences that cannot come to the Zoo.

Lee Richardson Zoo is free to pedestrians and charges a fee for visitors to drive through. The drive through experience allows those in their vehicle to see over a third of the Zoo from the road while having options to get out of their vehicle and walk the Zoo. The Zoo is often the site for various community events and is open 361 days of the year.

Friends of Lee Richardson Zoo (FOLRZ) was founded in 1975 to raise funds to support zoo improvements. FOLRZ operates the Safari Shoppe (giftshop) and other guest amenities at the Zoo. FOLRZ members drive through the Zoo for free.

III. Scope of Project

The Lee Richardson Zoo/City of Garden City is seeking proposals from qualified vendors to design three projects and deliver construction documents, artistic renderings, and estimated construction budgets for each of the projects (Bird Holding/Viewing Building, 7th Street Drive-in Entrance, Wild Horse and Camel Holding Barns).

The selected firm, through discussions with the Zoo and other City staff, will prepare designs, an artistic rendering, construction documents, and an estimated construction budget for each of the three projects. While the development of the plans will occur simultaneously, it is the intent of the Zoo to proceed with actual construction at a later date, with all being done at the same time or individually over an unspecified period of time. Further phases including bidding assistance and construction administration may be negotiated with the firm as part of a future proposal request. All designs and construction shall meet the minimum requirements of the City's General Improvements Handbook https://www.garden-city.org/DocumentCenter/View/381/2017-General-Surface-Improvement-Handbook-PDF?bidId=

1. Bird Holding/Viewing Building: This new building (approx. 40' x 40') will connect to the existing free flight avian area and allow the birds to fly to and from the flight and the building voluntarily when given such access by Zoo staff. It will provide temperature-controlled housing for a variety of small to medium-sized bird species and hold 3-4 amphibian/reptile habitats as well as keeper workspace. The building will provide a viewing opportunity for guests into the temperature-controlled, indoor area on one side as well as year-round viewing of the amphibian/reptile habitats on the same side. The bird viewing window should be able to be covered by graphic panels when the birds are in the flight keeping guests engaged rather than looking into an empty space. The design should consider the improved guest experience, improved animal welfare, and staff use. Adequate sloping and drainage of floor, adequate lighting year-round for the birds and amphibians/reptiles, ventilation/heat, and ability to divide the birds into subunits within the holding space should be included in the plan. Any issues with glare for the visitors in the viewing area should be addressed in the plan.
2. 7th Street Drive-in Entrance: A new, more user-friendly drive-through entry road and gatehouse at Finnup Drive and Seventh Street connecting to the interior Zoo road. The new drive-in entrance facilitates vehicle entry from Main Street/Hwy 83 making access easier for out of town visitors. It also facilitates easier vehicle access for events on the west side of the Zoo. The new entrance should inspire appreciation for the experience ahead as well as provide security for the Zoo when closed. Plan should include: two-lane wide road, curb and gutter, gatehouse with ADA restroom with sink*, internet/zoo computer network access for gatehouse (wired or wireless), sewer and water lines, modification/relocation of zoo perimeter fence, relocation of habitat fence if necessary (if not already completed through camel/horse barn project), bollards for Carter Drive, grading improvements to improve storm water drainage in the northwest section of the Zoo, 2 street lights (with infrastructure for more in the future), remote monitoring via camera, two-stall parking area for the attendant and a spur road for staff access to the nearby animal barns/habitat, landscaping, irrigation, and necessary adjustments to road at 4th Street gate for exiting toward 2nd Street round about. *Options for automating gate operations so gatehouse/attendant is not needed would be considered.
3. Wild Horse and "Camel" Holding Barns: two structures (approx. 40' x 20' each), one providing housing/shelter for Bactrian camels in the northwest habitat of the Zoo and the other for Asian wild horses in the area located across Carter Drive (northern road in the zoo) from the northwest habitat. For the northwest yard this structure will offer shelter from inclement weather, option to separate animals within, keeper safe space, adequate lighting and heat as well as additional electrical outlets for other use if needed. Design for the northwest yard needs to include modification of the habitat

fence to allow for the construction of the new 7th Street Drive-in Entrance (if not already completed through that project). The other structure will be part of the Asian wild horse breeding program, offering shelter from inclement weather, option to separate animals within, adequate lighting, heat, additional outlets, and a loading/training chute. Current vision has it accessible to the animals from two yards that can be joined into one large yard via gates.

IV. Timetable

November 8, 2024:	Advertise and Distribute RFP
November 25, 2024:	Deadline for Questions
November 27, 2024:	Zoo/City Responds to Questions
December 17, 2024:	RFP Due to Zoo/City Staff
January 6-10, 2025:	Interviews/Presentations
January 21, 2025:	Anticipated Award of RFP by City Commission

Lee Richardson Zoo/City of Garden City desires design work to start during the 1st quarter of 2025.

V. Pre-application Questions

Questions concerning this project should be submitted in writing to Kristi Newland, Zoo Director, Kristi.newland@gardencityks.us. Statements made by the City are not binding unless confirmed in writing via an addendum. Addenda for significant clarifications that arise during the response period will be issued via the City's website. The deadline to submit questions will be November 25, 2024 at 5:00 p.m. In order to give proposers ample time to respond, necessary addenda will be issued by November 27, 2024.

VI. Selection Process

Submissions will be reviewed by the Selection Committee comprised of members of the City Administration, Zoo Staff, the FOLRZ board/staff, and the Zoo Advisory Board. Firms submitting a proposal may be asked to participate in an interview. Following the potential interview and reference checks, the Selection Committee will forward a recommendation to the City of Garden City City Commission. The City Commission shall have the final authority and discretion to make a selection based upon the qualifications, responsibility and capabilities of respondents. Neither the Zoo, nor the City of Garden City, will be liable in any way for the costs incurred by respondents in replying to this RFP, or the costs incurred in making a pre-selection presentation to the project selection committee.

VII. Contract

The City of Garden City may choose to enter into a contract for design and development of construction documents, renderings, and budgets with the selected firm. In that case, in order to provide maximum flexibility, the City of Garden City would require the selected firm to provide a time and expense agreement, with an established maximum fee.

VIII. Criteria for Selection

The successful applicant must demonstrate the qualifications, experience, and expertise relative to the type(s) of work specified and demonstrate a capacity to effectively deliver on the project. They must demonstrate an interest in and convey an understanding of the requirements for the project, provide references for similar projects, show an ability to work within the desired time schedule, and demonstrate the ability to identify and appropriately address problems or issues.

Key points the Committee will consider in selecting the successful firm include:

1. Professional Qualifications. The education, training, registration, and amount of relevant experience of the proposed key project personnel.

2. Specialized Experience and Technical Competence. The firm's specialized experience and technical competence on similar projects. The effectiveness of the proposed project team (management structure and coordination of disciplines, offices and/or subcontractors) will also be considered.
3. Capacity of the Firm to Accomplish the Required Services on Schedule and within Budget. The firm must demonstrate an ability to complete projects within the agreed upon timeline and budget.
4. Past Performance. Past performance of work on similar or comparable projects should be demonstrated. References and letters of commendation with a focus on work with zoos of similar scale and character to Lee Richardson Zoo will also be evaluated.
5. Understanding of Project. A clear understanding of the type of project work to be performed and a plan to complete the work should be clearly demonstrated.
6. Design Quality Assurance. The team's quality control processes and management approach that will be used on the project.

IX. Submission Requirements

All submissions must include the following information:

1. Project Director with list of team members:
    a. Must include principal participants.
    b. Contact information for the Project Director and sub-consultants, including email addresses.
2. Qualifications:
    a. Resumes of all principal and professional staff involved, demonstrating qualifications and related experience and expertise.
    b. Descriptions of similar projects completed by those on the team.
    c. Response to the six key points mentioned in *Section VIII. Criteria for Selection.*
3. References: List of references, including brief description of projects and contact name and telephone number.
4. Break down of costs for design, rendering, construction documents and estimated budget per project as well as estimated timeline including design meetings with staff and estimated delivery of final products.
5. Maximum page limit: 35 numbered pages, 8.5x11 pages, excluding cover, table of contents, cover letter and dividers.

X. Directions for Submission

Interested firms must provide submissions by 5:00 p.m. on December 17, 2024 to Kristi Newland, Zoo Director via email at Kristi.newland@gardencityks.us or mail to:

Kristi Newland, Zoo Director
Lee Richardson Zoo
312 Finnup Drive
Garden City, KS 67846

Submissions shall be enclosed in a sealed envelope clearly marked "Lee Richardson Design and Construction Documents RFP." The City of Garden City will **not** accept oral submissions, or copies received by telephone, or facsimile machine. All submissions received after the deadline shall be returned unopened.

All persons awarded and/or entering into contracts with the City of Garden City shall be subject to and required to comply with all applicable City, State and Federal provisions pertaining to Non-

Discrimination, Equal Employment Opportunity and Affirmative Action and the Americans with Disabilities Act (ADA).

REQUEST FOR PROPOSALS (RFP)
Professional Services – Design, Rendering, Construction Documents and Estimated Construction Budget for
Bird Viewing/Holding Building, 7th Street Drive-in Entrance, Wild Horse and Camel Barns
at
THE LEE RICHARDSON ZOO
GARDEN CITY, KANSAS
Scoring Criteria

The following is the scoring criteria for the Qualifications received from each of the firms. The selection committee members will be asked to score the items listed in the RFP per the following grouping and to evaluate based on the information presented the relative strengths of each firm. The scoring will be 1 point thru 5 points with 5 points as the highest strength. There is no weighting of points for this scoring.

1. Professional qualifications of key personnel/firm, including:
   a. Education, training, and registration
   b. Amount of relevant experience

   PERSONNEL AND PROFESSIONAL QUALIFICATIONS ____PTS

2. Specialized experience and technical competence on similar projects
   a. Experience in construction of zoological habitats including project size and description
   b. Recent experience with projects in Garden City/Western Kansas area

   EXPERIENCE ____PTS

3. Proposed fee and timeline:
   a. Fee broken down for projects: design, rendering, construction documents, estimated construction budget
   b. Reasonable timeline inclusive of all deliverables
   c. Plan to complete the work

   FEE AND TIMELINE ____PTS

4. Capacity to deliver
   a. Number of full-time project managers, estimators, quality control personnel in the company and the number of each to be assigned to the project.
   b. Management structure and coordination of disciplines, offices and/or subcontractors.

   Capacity to accomplish services on schedule and within budget ____PTS

5. Quality of deliverable
   a. Understanding of this project
   b. Describe your firm's capability to provide quality control

   QUALITY CONTROL ____PTS

6. A list of client references for completed projects where you provided services including design, construction documents, estimated budget.

   REFERENCES ____PTS

TOTAL POINTS POSSIBLE: 30 ____TOTAL

Design, rendering, construction documents and budget reference

Applicant_____ Date_____

Reference (Company, Person and Title)_____

Project (date, scope)_____

Role the applicant filled_____

General Impression: Would you work with them again_____ Would rather not_____

Stayed on schedule_____

Quality of Work (any issues)_____

_____

Attention to budget_____

Any suggestions for saving money or improving quality without detrimentally impacting budget?_____

Enjoyable to work with_____

Issues during design_____

_____

How were these handled_____

Issues after receiving deliverables_____

_____

How were these handled_____

Easy to communicate with_____

Used common language_____

Sensitive to zoo needs (listened during discussions, explained responses, implemented or discussed suggestions)_____

_____

Why did you select this company?_____

_____

_____

GARDEN CITY
— KANSAS —

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Danielle B. Burke, Assistant City Manager
DATE: November 1, 2024
RE: Task Order(s) from Wilson Engineering for Pedestrian Bridge

---

ISSUE:
The Governing Body is asked to consider and approve a task order (or orders) from Wilson Engineering for assistance with a grant application for a pedestrian bridge.

BACKGROUND:
The Bipartisan Infrastructure Law (BIL) provides funding to a number of different programs, including the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) program. The RAISE program is intended to help provide investments in surface transportation infrastructure that will have a significant local or regional impact. The maximum award grant is $25,000,000.

The grant can be used for both planning (environmental reviews, design, engineering, site analysis, etc.) and construction. The City is interested in submitting a pedestrian bridge project that provides above grade connectivity at or near the intersection of Spruce Street and the Bypass.

If the City Commission is interested in pursuing the 2025 RAISE grant for this project, there are two possible options to proceed with the grant application.

Option 1: Expedited Process
While the RAISE application suggests breaking up projects into planning applications and construction applications, the program does allow the flexibility for communities to apply for both at the same time so long as certain requirements are completed (or nearly completed) at the time an application is submitted. In order to apply for both a planning and construction grant, communities need to have an environmental review completed, documented discussions with Kansas Department of Transportation, right-of-way acquisition plans, and a description of public engagement, if applicable.

If the City Commission would like to move forward with the expedited process, both task orders would need to be executed. The first, "Bypass Pedestrian Bridge RAISE Application," is to begin the work necessary on the following elements; discussions with KDOT, right-of-way acquisition plans, preliminary layout/design, public engagement plans, as well as project management and grant writing/application administration. This task order is $59,970. The second, "Bypass Pedestrian Bridge NEPA Categorical Exclusion," is to begin the work on the environmental review. This task order is in the amount of $20,656. If both task orders are approved it would be a total of $80,626.

Option 2: Traditional Process

The more traditional process would include submitting an application specifically for planning and once completed, follow-up with a construction project grant. The planning work includes completion of the environmental review, discussions with KDOT, right-of-way acquisition plans, preliminary design/layout, and alternative location analysis. The alternative location analysis would review and consider different locations and locations for the overpass. The RAISE grant has set aside 5% of available funds ($75,000,000 of the $1,500,000,000) specifically for planning grants.

If the Governing Body proceeded with the more traditional process, direction would need to be given to reduce the scope of the first task order to only include project management, grant writing/application administration, and very preliminary layout/design work. This amount could be capped at $30,000.

In this process, if the City was successful with the planning grant, staff would proceed with completion of all the required items listed above before moving forward with an application for construction in a future round of RAISE funding.

It is anticipated that the application for 2025 RAISE grants will open shortly and close in January or February of 2025.

ALTERNATIVES:

1. The Governing Body may authorize the City Manager to sign both task orders in the amount of $80,626 and direct staff to proceed with the expedited process and apply for both planning and construction funds in the 2025 RAISE application process.
2. The Governing Body may authorize the City Manager to execute a modified task order in an amount not to exceed $30,000 and direct staff to proceed with the traditional process and apply for planning funds in the 2025 RAISE application process.
3. The Governing Body may direct staff not to proceed with either task order and not submit a 2025 RAISE application.

RECOMMENDATION:

Staff has no recommendation.

FISCAL NOTE:

This task order is not currently budgeted and would come out of the General Fund, Fund balance.

ATTACHMENTS:

Task Order 1: Bypass Pedestrian Bridge RAISE Application
Task Order 2: Bypass Pedestrian Bridge NEPA Categorical Exclusion

Exhibit C: GC24-009

Work Estimate Form

Description: Bypass Pedestrian Bridge RAISE Application

Fee Type: Cost Plus Maximum

Direct Salary Position Classification	Hourly Rate	Estimated Hours	Total Cost
Principal Engineer	$78.00	2	$156.00
Project Manager	$58.60	34	$1,992.40
Sr. Structural Engineer	$70.00	56	$3,920.00
Jr. Structural Engineer	$54.00	56	$3,024.00
Senior CADD	$55.00	8	$440.00
Envir. Specialist Sr.	$80.28	21	$1,685.88
Envir. Specialist	$62.12	40	$2,484.80
Grant Manager	$40.00	22	$880.00
Tech Editor	$39.96	82	$3,276.72
Junior Planner	$35.00	12	$420.00
			$0.00
			$0.00
			$0.00
			$0.00

Overhead Rate 186.65 %

Direct Expense	A	unit	B	A*B
Subconsultants	-	l.s.		$0.00
Mileage		mi.	$0.54	$0.00
Hotel		day	$135.00	$0.00
Meals		day	$44.00	$0.00
GPS		day	$125.00	$0.00
				$0.00
			Direct Expenses	$0.00

Subtotal	$18,279.80
Overhead	$34,119.25
Subtotal	$52,399.05
Fee (13%)	$6,811.88
Subtotal	$59,210.93
Direct Expense	$0.00
Upper Limit (rounded)	$59,211.00

Wilson & Company, Inc., Eng & Arch Signature

Consultant: Nicholas Thomas, PE

Principal (Date)

Garden City Signatures

Signature

Name Title (Date)

Signature

Name Title (Date)

Exhibit A: GC24-009

Garden City Engineering Services

Task Order Scope

Description: Bypass Pedestrian Bridge RAISE Application

Project Location: US-83/50/400 ("Bypass") between Spruce Street and Schulman Ave.

Scope of Work:

Wilson & Company understands that the City of Garden City (City) requests grant & technical writing assistance applying to the United States Department of Transportation (USDOT) FY25 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program.

Wilson & Company will provide grant and technical writing services to assist the City with applying to the USDOT FY25 RAISE Program. The scope of work provided below is associated with preparing a RAISE Capital Project grant application, with considerations made should the City decide to pursue instead a Planning Project grant.

Grant Program Overview

The RAISE Grant Program funds investments in surface transportation that will have a significant local or regional impact. The program provides a unique opportunity for the USDOT to invest in road, rail, transit, and port projects that promise to achieve national objectives. There is no maximum Federal share for projects located in rural areas, areas of persistent poverty, and historically disadvantaged communities. Projects that compete well in the program include:

- Projects that clearly define the transportation problem and describe how the project is the solution to that problem.
- Projects that present a straightforward story walking through the transportation challenges and detailing the local, regional, or national impacts.
- Projects that align with the Merit Criteria and include data-driven, reasonable, and justifiable outcomes.
- Projects that emphasize improved access to safe, reliable, and affordable transportation, particularly for underserved communities.
- Projects that explicitly consider climate change and racial equity throughout the project life cycle.
- Project demonstrates a reasonable schedule and timeline relative to the statutory deadlines in the NOFO.

Task 1 – Project Initiation & Kick-off Meeting

The initial project meeting will focus on setting the stage for the RAISE Grant Capital Project grant application. It includes the following work elements:

- A kick-off meeting with the City and interested parties to discuss the project, review the anticipated application documents, and define roles and responsibilities. During the meeting, an example outline of the FY24 NOFO requirements will be presented.
- Discuss the technical support required to develop responses to the application requirements.

- When available, cross reference the FY25 NOFO to the FY24 NOFO requirements identified in Task 3. Identify new requirements and incorporate the items into Task 3.
- Review and summarize areas needing extra attention, such as climate change and environmental justice.
- Develop the project description and messaging for letters of support that the City will distribute to interested parties.
- Participate in focused bi-weekly or monthly meetings to review progress, draft analysis, and obtain input for additional analysis needs in coordination with City staff and other interested parties as appropriate.

Task 2 – Project Concept Design & Estimating

Engineer will provide a concept-level design to preliminarily determine the bridge, trail, and ramp configurations, spans, heights, and general design characteristics. The location of the trail to be designated by the City. No survey will be performed for this design, LIDAR and GIS data will be the basis for the concept design. An Engineer's Opinion-of-Probable Cost will be developed based on this concept design.

Depending on the date of execution of this task order and deadline for grant applications, the level to which design the design concept is able to be carried will vary, and thus the standard deviation of the opinion-of-probable-cost may vary.

In the event the City decides to pursue only Planning grant, this task will be revised to include only the effort needed to determine the scope of planning efforts.

Task 3 – Documentation

Wilson & Company will coordinate with the City to prepare the application components specified in this task. The FY 25 RAISE Grant Program NOFO has yet to be released; however, based on the 2024 NOFO, the requirements are anticipated to be the same or similar for Capital Projects. The City wishes to apply for preliminary engineering, construction, and construction administration services for the **Bypass Pedestrian Bridge** project. This task will be updated once the NOFO has been released. The City reserves the right to change the scope of the application to include only Preliminary Engineering / Planning, in which case this task would be revised appropriately.

- Application for Federal Assistance (SF-424)
- Project Information Form (USDOT Excel spreadsheet)
- Project Description (5 pages maximum)
- Project Location File
- Project Budget (5 pages maximum)
- Funding Commitment Documentation
- Merit Criteria (15 pages maximum)
    - Safety
    - Environmental Sustainability
    - Quality of Life
    - Improves Mobility and Community Connectivity
    - Economic Competitiveness and Opportunity

  - State of Good Repair
  - Partnerships and Collaboration
  - Innovation
- Project Readiness (5 pages maximum)
- Benefit-Cost Analysis Narrative (not included if Planning Only grant)
- Benefit-Cost Analysis Calculations (not included if Planning Only grant)
- Letters of Support (optional)

Critical Need for City Input

- Desired bridge location and trail tie-ins.
- Input on the desired aesthetics of the structure and trail tie-in configurations.
- The team will need input from the City for the Funding Commitment Documentation and Letters of Support. Wilson & Company will provide a template for the letter of support; however, the City will be responsible for distributing and obtaining signed letters.
- Wilson & Company may also need additional information from the City to develop the Benefit-Cost Analysis.
- The City will provide documentation for policies and information on programs that address low-income and minority populations. This information will strengthen the Merit Criteria regarding
  economic competitiveness and opportunity.
- The City will provide specific requests regarding the grant application's branding (e.g., color, messaging, site photos, use of the City logo, etc.).
- The City must verify its Grants.gov account and login information for the Authorized Representative to submit the final application. Additional information may be required.
- The City coordinates with local Metropolitan Planning Organizations (MPOs) and other agencies to integrate the project into various plans (e.g., Statewide Transportation Improvement program, etc.).

Task 4 – Document Review and Submittal

As the application comes together, it will be distributed in a draft version for review by the City. It is envisioned that this will include a virtual meeting to present the draft and a virtual meeting to finalize it. Applications must be submitted to Grants.gov. The documents will be electronically submitted when the team has agreed on the application materials. The team is expected to meet virtually at an agreed-upon submittal time to ensure that all required materials are successfully submitted before the application due date, TBD.

Project Team and Compensation

Per Exhibit C and in accordance with the Master Owner-Engineer agreement.

The City understands that the effort involved may be modified based on the research findings during the development of the grant and/or the new NOFO criteria when published. Only the actual effort expended will be invoiced. In the event the effort is projected to exceed the amount shown here due to changes in scope or factors beyond the Engineer's

control, we will seek prior approval to raise the proposal amount before proceeding with the effort.

Schedule

Services will be provided through the RAISE Grant application deadline, which is to-be-determined pending release of the NOFO.

Future Procurement

We also understand that services provided for this effort will not preclude Wilson & Company from pursuing future work assisted with this project.

Engineer Designated Representative(s): Adam Schart, PE

Owner Designated Representative: Danielle Burke, Asst. City Manager

Exhibit B: No subconsultants currently planned, but may be added as needed.

Exhibit C: GC24-009 Work Estimate Form - Attached

Proposal Man-hour Detail

Bypass Pedestrian Bridge RAISE Application - GC24-009	Principal	Project	Sr. Structural	Jr. Structural	Senior	Enviro.	Enviro.	Grant	Grant Writer	Junior			
City of Garden City, Finney County	Engineer	Manager	Engineer	Engineer	CADD	Specialist	Specialist	Manager	Tech Editor	Planner	Total	Direct	Total
10/10/2024											Hours	Expense	Fee
Base Hourly Rate	$78.00	$58.60	$70.00	$54.00	$55.00	$80.28	$62.12	$40.00	$39.96	$35.00			
Total Hourly Rate	$253	$190	$227	$175	$178	$260	$201	$130	$129	$113			
1. Project Management	**2**	**10**	**1**	**1**	**0**	**1**	**0**	**2**	**2**	**2**	**21**	**$ -**	**$ 3,810**
General Project Management, Proj. Management Plan, Project Setup	2	2									4		$ 885
Internal Coordination & Progress meetings/calls		2						2	2	2	8		$ 1,124
External Coordination & Meetings/Calls (with City)		4	1	1		1					7		$ 1,421
Site Visit		2											$ 380
2. Grant Writing Services & Application Admnistration	**0**	**4**	**0**	**0**	**0**	**10**	**0**	**20**	**80**	**10**	**124**	**$ -**	**$ 17,440**
Grant Writing & Application Administration						10		20	80		110		$ 15,547
Application Exhibits										10	10		$ 1,134
Grants.gov application		4									4		$ 759
3. Project Concept Design & Estimating	**0**	**20**	**55**	**55**	**8**	**0**	**0**	**0**	**0**	**0**	**138**	**$ -**	**$ 27,312**
LIDAR and Aerial into CAD		2			4						6		$ 1,092
Preliminary Layout & Structural Design Concept		8	45	45	4						102		$ 20,306
Cost Estimating		10	10	10							30		$ 5,915
4. Benefit Cost Analysis	**0**	**4**	**0**	**0**	**0**	**10**	**40**	**0**	**0**	**0**	**54**	**$ -**	**$ 11,408**
RAISE B/C Analysis and associated writeup		4				10	40				54		$ 11,408
											0		$ -
											0		$ -
											0		$ -
											0		$ -
5. Not Used	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**$ -**
											0		$ -
											0		$ -
											0		$ -
											0		$ -
											0		$ -
PROJECT TOTAL	2	38	56	56	8	21	40	22	82	12	337		$ 59,970

Exhibit A: GC24-008

Garden City Engineering Services

Task Order Scope

Description: Bypass Pedestrian Bridge NEPA Categorical Exclusion

Project Location: US-83/50/400 ("Bypass") between Spruce Street and Schulman Ave.

Scope of Work:

This task order is for "Additional Services" per the Owner-Engineer Agreement dated 17 May 2016 and is subservient to said agreement.

Wilson & Company shall conduct services to prepare a Categorical Exclusion (CE) NEPA level document for the project on behalf of the client, City of Garden City, KS. The approximate footprint of the proposed project area and NEPA study area is shown below:

Wilson & Company will complete one Categorical Exclusion (CE) NEPA level document for the proposed project using the FHWA process. The FHWA process will be used as this project is using federal funds and is considered a transportation project. Wilson & Company will develop the Purpose and Need for the project and completed a site constraint analysis for the full project study area. The information collected utilizing on-line and existing databases, as well as existing environmental reports, will be reviewed in order to accurately assess documented environmental concerns, constraints, and prepare the CE documentation. Wilson & Company assumes there will be no field or site environmental surveys required to complete the CE.

Wilson & Company will prepare the categorical exclusion document using FHWA process, provide QC/QA, and provide a copy of the full document to City and KDOT environmental staff for their review and approval. Environmental Technical Reports, documenting and summarizing existing conditions for the following resources will be included in the CE:

- Wetlands/Waters Review
- Wildlife/Threatened & Endangered Species Review
- Hazardous Materials Review
- Cultural and Historic Resources Review

- Section 4(f)/6(f) Review
- Air Quality Review
- EJ Population Review

The final deliverable will be a completed, signed categorical exclusion with all required appendices.

Submittals: The following submittals and associated review meetings are anticipated:

- Categorical Exclusion and Appendices

Project Assumptions: We have not included the following reports, surveys, and efforts and are assumed they are not required to complete the CE:

- Threatened and Endangered (TE) species field surveys
- Wetland Delineation field surveys
- Wetland functional analysis
- Phase I, II and III archaeological and architectural investigations
- Phase I and II Environmental Site Assessments for hazardous materials
- CWA 404/401 Permitting
- Permit application fees, processing fees and/or mitigation fees
- Conceptual or final mitigation plans
- Environmental permitting and fees
- Final mitigation plans for threatened and endangered species
- Traffic Analysis
- Noise Analysis

Schedule:

Work to coincide writing of application for January 2025 RAISE grant application, with completion, or determinations sufficient for NEPA documentation in grant application, completed to allow said information to be incorporated into said application.

Engineer Designated Representative(s): Chris Wilkinson III, Environmental Lead

Owner Designated Representative: Danielle Burke, Asst. City Manager

Exhibit B: No subconsultants currently planned, but may be added as needed.

Exhibit C: GC24-008 Work Estimate Form - Attached

Exhibit C: GC24-008

Work Estimate Form

Description: Bypass Pedestrian Bridge NEPA Categorical Exclusion

Fee Type: Cost Plus Maximum

Direct Salary Position Classification	Hourly Rate	Estimated Hours	Total Cost
Principal Engineer	$78.00	2	$156.00
Project Manager	$61.13	48	$2,934.24
Sr. Environmental Specialist	$35.83	60	$2,149.80
Biologist Specialist	$28.42	40	$1,136.80
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00

Overhead Rate 186.65 %

Direct Expense		A	unit	B	A*B
Subconsultants	-		l.s.		$0.00
Mileage			mi.	$0.54	$0.00
Hotel			day	$135.00	$0.00
Meals			day	$44.00	$0.00
GPS			day	$125.00	$0.00
					$0.00
				Direct Expenses	$0.00

Subtotal	$6,376.84
Overhead	$11,902.37
Subtotal	$18,279.21
Fee (13%)	$2,376.30
Subtotal	$20,655.51
Direct Expense	$0.00
Upper Limit (rounded)	$20,656.00

Wilson & Company, Inc., Eng & Arch Signature

Consultant: Nicholas Thomas, PE

Nicholas Thomas 9/24/2024

Principal (Date)

Garden City Signatures

Signature

Name Title (Date)

Signature

Name Title (Date)

GARDEN CITY
— KANSAS —

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Jared Rutti - Recreation Superintendent
DATE: October 22, 2024
RE: Core Equipment Lease

ISSUE:

The Governing Body is asked to consider and approve a lease agreement with Mid-States Fitness for fitness equipment for $40,850.00.

BACKGROUND:

On September 8, 2021, the Recreation Department issued a Request for Proposal (RFP) for a multi-year agreement for the leasing of fitness equipment to be utilized at Core Fitness. At the November 2, 2021, City Commission meeting the Governing Body approved the proposal and subsequent year 1 lease agreement with Mid-States Fitness Equipment.

The lease agreement presented to the Governing Body in this memo is the 4 th of the four lease agreements and will be for the following equipment:

Units	Equipment	Unit Price	Total Price
2	Precor Treadmill	$13,095.00	$ 26,190.00
1	Precor Converging Cross Ramp	$10,995.00	$ 10,995.00
1	Precor Upright Cycle	$7,565.00	$ 7,565.00
	Trade In-Allowance		($ 3,900.00)
	Subtotal		$40,850.00
	Interest Total - Est. 5.7%		$ 2,325.45
	Processing Fee		$ 395.00
	Total Cost		**$43,570.45**

The cardio equipment typically lasts for about five years, so the lease will also be for five years. In 2025, we will bring new lease agreements to the Governing Body. After each lease term ends, we will return the old equipment and arrange for a new lease of equipment for the fitness center. This leasing program ensures that the fitness center always has new equipment available.

ALTERNATIVES:

1. The Governing Body may approve the lease agreement with Mid-States Fitness for fitness

equipment for $43,570.45 and authorize Mayor Ortiz to sign the agreement.
2. The Governing Body may deny the lease agreement and direct staff.

RECOMMENDATION:

Staff recommends the Governing Body approve the lease with Mid-States Fitness for fitness equipment for $43,570.45 and authorizing Mayor Ortiz to sign the agreement.

FISCAL NOTE:

The total cost of the five-year lease with the processing fee of $395 and the estimated 5.7% of $2,325.45 is $43,570.45. The annual lease will be $9,100. The first-year payment will also include the processing fee of $395, bringing the 2025 payment to $9,495. These payments are budgeted and will be expensed from line item 10035354 – 6574 under CORE's budget.

ATTACHMENTS:

Macrolease-City of Garden City-Parks

Docusign Envelope ID: 60F4CA43-C317-43A3-9FCA-D38AB0F89819

MACROLEASE
185 Express St., Suite 100
Plainview, NY 11803
(800) 645-3535

COVER LETTER

If you have any questions regarding the Conditions to Funding, instructions or the documentation, please contact your sales representative.

CITY OF GARDEN CITY - PARKS & RECREATION

Date: **10/28/2024**

To: **Manuel Ortiz**

Contract Number: **5100616**

Sales Representative: **Victoria Grillo**
Representative Email: **victoria.grillo@macrolease.com**

Finance Amount: **$41,245.00**
Equipment: $40,850.00
Processing Fee: $ 395.00

Returning Executed Documents
Documents are being forwarded to you via DocuSign. We will receive a message once all signers have signed their respective documents.

PAYMENT OF ADVANCE RENTAL:

- **Complete the ACH form included at the end of your documents; or**
- **Send a check in the amount of $9,132.00 made payable to Eastern Funding LLC d/b/a Macrolease, a subsidiary of Brookline Bank and send to 185 Express St., Suite 100, Plainview, NY 11803. Please include Contract ID 5100616 on your check**

Once we receive the DocuSigned documents, above advance rental and any items requested on the attachments page, the PO/LOI will be issued to the vendor.

Advance Payment/Cash Collateral - $9,132.00

Balance Due: $9,132.00

Copies of executed documents will be emailed after all signers have signed the documents. Thank you for selecting Eastern Funding LLC d/b/a Macrolease, a subsidiary of Brookline Bank.

**Processing fees are not intended to represent actual reimbursements.*

Docusign Envelope ID: 60F4CA43-C317-43A3-9FCA-D38AB0F89819

MACROLEASE

EASTERN FUNDING LLC D/B/A MACROLEASE, A SUBSIDIARY OF BROOKLINE BANK ("LESSOR")
185 Express Street, Suite 100, Plainview, NY 11803
(516) 576-9000

Contract Number: 5100616

("LESSEE")
CITY OF GARDEN CITY - PARKS & RECREATION
310 N 8th street
GARDEN CITY, KS 678460000

("VENDOR")
Mid-States Fitness Equipment

SCHEDULE OF EQUIPMENT LEASED ("Equipment") (include make, year, model, identification and model numbers or marks)
See Schedule A attached hereto.

PLUS, ALL PARTS, ATTACHMENTS, APPENDAGES, SUBSTITUTIONS AND MODIFICATIONS THEREON EQUIPMENT TO BE LOCATED AT: 941 Larue Rd, Garden City KS 67846 **("Equipment Location")**

1. **SCHEDULE OF LEASE PAYMENTS**
Lease Term-Number of Years: 5
Payment Frequency: Annual
Total Advance Lease Payment (In Advance): $9,132.00

Number of Payments	Lease Payment	Payment Tax	Total Lease Payment
5	$9,132.00	$0.00	$9,132.00

ADDITIONAL PROVISIONS

2. LEASE. Lessor leases to lessee and lessee leases from lessor for the lease term specified above and for any extension or renewal thereof (collectively "Term") and on the terms and conditions stated in this agreement ("Lease") the Equipment identified above and, in any schedule, ("Schedule") incorporating this Lease by reference that the parties agree in writing to make a part of this Lease. The lease of Equipment described in this Lease and the lease of Equipment described in each schedule shall constitute separate leasing transactions, each of which is referred to herein as a lease.
3. LEASE PAYMENTS. The obligation to make Lease Payments begins on the date (as determined by Lessor) when Lessee receives Equipment equal in value to 90% of the estimated cost to Lessor of the Equipment (the "Milestone Level"). Lessee shall make Lease Payments, in Advance, on the date or dates specified by Lessor in a notice to Lessee. Lease Payments shall be paid at the office of Lessor or at any other place specified by the Lessor. Any Security Deposit and/or Advanced Lease Payment is due on signing of the lease specifying such amount. The Lease Payments will be adjusted proportionately upward or downward (by the amount not to exceed 20%) if the actual cost of the Equipment ("Equipment Cost") to Lessor differs from the estimated cost of the Equipment. If any part of payment is more than ten days late, Lessee shall pay a late charge of 5% of the payment, all or a portion of which is late (or such lesser rate as is the maximum rate allowable under the applicable law). Lessee agrees that if Lease Payments include the cost of Equipment maintenance and/or service from a third-party provider ("Provider"), Lessor shall not be required to perform any of the Provider's obligations with respect to the provision of such maintenance and/or service and Lessee will look solely to Provider for performance of such obligations and Lessee's obligation to make Lease Payment shall remain unconditional.
4. NO WARRANTIES. The Equipment is leased "AS IS". Lessee has selected the Equipment from Vendor prior to requesting Lessor to purchase it and lease it to Lessee. Lessee acknowledges and agrees that Lessor is not a manufacturer or Vendor of any Equipment. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WITH RESPECT TO PATENT OR COPYRIGHT INFRINGEMENT, TITLE, OR THE LIKE, AND ANY AND ALL WARRANTIES ARE HEREBY DISCLAIMED. Lessor transfers to Lessee for the Term the warranties, if any, made by the manufacturer or Vendor to Lessor. Lessee shall comply with and enforce such warranties. Lessor is not liable to Lessee for any modification or rescission of any such warranties.
5. DELIVERY AND ACCEPTANCE. Vendor will ship Equipment directly to Lessee. Lessee shall take delivery and upon installation and acceptance of the Equipment will sign and deliver to Lessor the Delivery and Acceptance Receipt submitted by Lessor. Lessee shall be deemed to have irrevocably accepted the Equipment under the lease upon the earlier of: A) delivery to Lessor of the signed Delivery and Acceptance Receipt; or B) 5 days after delivery of the Equipment, if Lessee has not prior to such 5th day, delivered to Lessor written notice of any non-acceptance of the Equipment, specifying the reasons therefore and fully referencing the lease. If Lessee properly rejects the Equipment in accordance with the forgoing, Lessor and Lessee shall be relieved of all obligations or liabilities under the lease, Lessor shall retain any Advance Lease Payment as liquidated damages for loss of a bargain and not as a penalty, and Lessee shall be responsible for paying for the Equipment and fulfilling all other obligations of the buyer under any applicable purchase order. The validity of the lease will not be affected by any delay in Lessee's receipt of the equipment.
Lessee agrees to all terms and conditions of this Lease, that they are a complete and exclusive statement of its agreement with Lessor and that they may be modified only by written agreement signed by an executive officer of Lessor and not by course of performance; provided, however, that Lessee authorizes Lessor, without notice, to supply omitted information and correct patent errors in any document executed by or on behalf of Lessee. LESSEE REPRESENTS AND WARRANTS THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. LESSEE CERTIFIES THAT IT HAS READ AND RECEIVED A COPY OF THIS LEASE. LESSEE UNDERSTANDS AND AGREES THAT NEITHER VENDOR NOR ANY SALESPERSON OR OTHER AGENT OR EMPLOYEE OF VENDOR IS AN AGENT OF LESSOR OR HAS ANY AUTHORITY TO SPEAK FOR OR TO BIND LESSOR IN ANY WAY. LESSOR IS NOT AN AGENT OR REPRESENTATIVE OF VENDOR. LESSOR AND LESSEE HAVE ENTERED INTO THIS LEASE INTENDING TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK HEREOF AND ON ALL SCHEDULES. IMPORTANT LIMITATIONS OF LIABILITY ARE CONTAINED ON THE REVERSE SIDE. ALL LEASES HEREUNDER SHALL BE NONCANCELLABLE NET LEASES
6. **CONDITION; USE; LOCATION; RETURN.** Lessee shall install and keep the Equipment in good working condition, normal wear and tear excepted. Anything that Lessee adds, replaces or attaches to the Equipment immediately becomes part of the Equipment and the property of Lessor. Lessee shall comply with all laws, rules, regulations and orders of any jurisdiction that govern the use of the Equipment or that are otherwise applicable to Lessee, including U.S. economic and trade sanctions, and anti-corruption, anti-bribery, anti-money laundering and anti-terrorism laws and Lessee will hold Lessor harmless against actual or asserted violations thereof and pay all costs and expenses in connection with or arising from any such actual or asserted violation. Lessee shall at its own expense make any changes or additions to the Equipment needed to comply with any laws or regulations. Unless Lessee has Lessor's prior written permission to move the Equipment, Lessee will keep and use it only at the Equipment Location. On request, Lessee shall advise Lessor of the exact location of the Equipment. Lessor may for the purpose of inspections, at all reasonable times, enter upon any job, building or place where the Equipment is located and, if in the opinion of Lessor, it is being used or cared for improperly, without notice, remove it. Unless otherwise agreed in writing, on termination or expiration of the Term, Lessee will immediately return the Equipment

to Lessor in as good a condition as received, less normal wear and tear, to any place in the United States Lessor designates. Lessee will prepay expenses of crating and shipping by means Lessor designates and will insure the Equipment being shipped for its full replacement value.

7. FINANCE LEASE STATUS. The parties agree that if Article 2A – Leases of the Uniform Commercial Code ("Code") is deemed to apply, each lease will be considered a "finance lease". By executing a lease, Lessee acknowledges either that (a) Lessor has informed or advised Lessee, in writing, either previously or by this Lease of: (i) the identity of the "Vendor"; (ii) that Lessee may have rights under the "supply contract", and (iii) that Lessee may contact the Vendor for a description of any such rights Lessee may have under the supply contract; or (b) on or before signing such lease. Lessee has reviewed and approved the supply contract covering the Equipment purchased from the Vendor. Terms in this Paragraph 7 set off in quotation marks when used for the first time herein shall have the meanings ascribed to such terms by the Code. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE CODE.

8. LESSEE WARRANTIES; SURVIVAL. Lessee represents, warrants and covenants to Lessor that: (a) unless it is an individual, Lessee is validly existing and in good standing under applicable State law; (b)Lessee has the power and authority to enter into this Lease, all leases and all other related documents hereunder (collectively, "Fundamental Agreements"); (c) The person authorized to sign the lease has the authority to grant the powers of attorney set forth in paragraph 9 and 11 below; (d) such Fundamental Agreements are enforceable against Lessee in accordance with their terms; (e) there are no pending or threatened actions or proceedings that could have a material adverse effect on Lessee or any Fundamental Agreement; (f) each Fundamental Agreement shall be effective against all creditors of Lessee under applicable law, including fraudulent conveyance and bulk transfer laws, and shall raise no presumption of fraud; and (g) Lessee shall furnish Lessor with such financial statements, opinions of counsel, resolutions, and other documents and information as Lessor may reasonably request. Lessee shall be deemed to have reaffirmed the foregoing warranties each time it executes any Fundamental Agreement. All representations, warranties and covenants made by Lessee under a Fundamental Agreement shall survive the termination of the lease and shall remain in full force and effect. All of Lessor's rights, privileges, and indemnities, to the extent they are fairly attributable to events or conditions occurring or existing on or prior to the termination of the lease, shall survive such termination and be enforceable by Lessor and its successors and assigns. If more than one Lessee is named in a lease, the liability shall be joint and several. Lessee permits Lessor to act as Lessee's attorney-in-fact to execute, either before or after disbursement of the Lease proceeds, all documents necessary to perfect Lessor's security interests in the Equipment and to supply missing information or correct obvious errors in this Lease or other documents executed in connection herewith.

9. INSURANCE. Throughout the Term, Lessee shall maintain (i) property insurance insuring the Equipment for its full replacement value against loss, theft, damage and destruction and naming Lessor as lender's loss payable, loss payee or lender's loss payee; and (ii) general public liability and third-party property insurance naming Lessor as an additional insured. Within 21 days from Lessee's signing a lease, Lessee will provide Lessor with certificates or other evidence of such insurance which shall be in a form, amount and with companies reasonably acceptable to Lessor and shall provide that Lessor shall be given 30 days' prior written notice of any material alteration or cancellation thereof. If Lessee does not provide evidence of property insurance acceptable to Lessor, Lessor may, but will not be required to, buy such insurance from an affiliate of Lessor, and add the cost, including any customary charges or fees associated with the placement, maintenance or service of such insurance (collectively, "Insurance Charge"), to the Lease Payments amount due from Lessee. Lessee agrees to pay the Insurance Charge in equal installments allocated to each remaining Lease Payment (with interest on such allocations up to the maximum rate permitted by applicable law). Nothing in this Lease creates any insurance relationship between Lessor and any other person or party. Lessor is not required to affect any insurance coverage and Lessor may terminate or allow to lapse any coverage without having any liability to Lessee. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claims for, receive payment of, and execute and endorse all documents, checks or drafts for loss, theft, damage or destruction to the Equipment under any property insurance. In all circumstances, Lessee shall cooperate with Lessor or Lessor's agent with respect to the placement of insurance and processing of claims.

10.TAXES AND CERTAIN FEES; LESSOR PERFORMANCE; WAIVER. Lessee shall promptly pay all fees, assessments, taxes and charges imposed by any government or governmental unit, subdivision or agency upon the purchase, ownership, possession, leasing, renting, operation, control, use or maintenance of the Equipment, whether assessed against Lessor, Lessee or the Equipment and whether due before, during or after the Lease Term, excluding taxes on or measured by the income of the Lessor. Upon expiration, termination or default of this Lease, Lessee agrees to pay promptly a $299.00 Disposition charge, as reimbursement for all of Lessor's expenses associated with the release and/or transfer of liens against the Equipment (but not the recording of such releases) and, where applicable, transfer of title to the Equipment. Except for sales and use tax returns, which, if applicable, the Lessor shall prepare and file (but which taxes the Lessee shall pay), all tax returns due, including, without limitation, personal property tax returns, shall be prepared and filed by the Lessee. If Lessee fails to perform its obligations under this Lease to file tax returns or pay the taxes due thereon, then Lessor shall have the right, but not the obligation, to file such returns and pay such taxes (and any penalties and interest that have accrued thereon) on behalf of the Lessee, and Lessee agrees to immediately repay Lessor upon demand any such taxes, penalties and interest the Lessor may pay, with interest thereon at the rate of eighteen percent (18%) per annum, and to pay Lessor a fee for Lessor's preparation and filing of such tax returns. If Lessor files such returns, Lessor does not have to contest any valuation of the Equipment or the tax imposed. Lessor may perform any act or make any payment that Lessor deems reasonably necessary for the maintenance and preservation of the Equipment or Lessor's interests therein, provided, however, that Lessor's performance of any act or payment shall not be deemed a waiver or release of Lessee from the obligation at issue. All sums so paid by Lessor, together with Lessor's expenses (including legal fees and costs) incurred in connection therewith shall be paid by Lessee to Lessor immediately upon demand. Lessor's failure to require performance in any instance or Lessor's written waiver of any provision of this Lease shall not waive any other breach of the same or any other provision. Additionally, in the event that either a check tendered by or on behalf of Lessee or an authorized, automatic payment on behalf of Lessee is not duly honored by the institution on which it is drawn for ANY reason, notwithstanding anything else in this Agreement to the contrary, Lessor shall be permitted to charge a fee of $50 per dishonor, but not in excess of any amount permitted by the law of the jurisdiction of Obligor's principal place of business detailed above. If on two occasions, within any 12 month period, Lessee's checks and/or Lessee's authorized, automatic payments to Lessor are not honored when presented in due course to the bank on which they are drawn, Lessor shall be permitted to: (A) require payments hereunder to be made by certified check, postal money order, or teller's check; and/or, (B) increase the annual interest rate then being charged by 0.5%; and/or, (C) refuse to honor any contractual provisions herein that would, at some point in the future, reduce the annual interest rate. In addition to the 0.5% detailed in subparagraph (10)(B) above, if Lessee withdraws Lessor's authorization for Lessor to automatically debit Lessee's account pursuant to the Electronic Funds Transfer Act, Lessor shall be permitted to increase the annual interest rate then being charged by 0.5%.

11. TITLE; RECORDING; DOCUMENTATION FEE; NOTICES. Lessor shall hold title to the Equipment. Lessee will keep the Equipment free and clear from any levy, attachment, lien, encumbrance or charge or other judicial process; will give Lessor immediate written notice of any breach of this provision; and will reimburse Lessor for and, at Lessor's request, defend Lessor against any loss or damage caused thereby. Unless otherwise provided, the parties agree that this transaction shall be a true lease. However, if this transaction is deemed to constitute a lease for security, Lessee grants Lessor a purchase money security interest in the Equipment and in all attachments, accessions, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) (collectively, "Collateral"). Lessee shall execute and timely deliver to Lessor financing statements or other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. **Lessee authorizes Lessor to file a copy of this Lease or any Schedule as a financing statement and appoints Lessor (and as an agent for Lessor, such third-party filing service company as is noted in Paragraph 1 above, under "Additional Provisions") as Lessee's attorney-in-fact to execute and file, on Lessee's behalf, financing statements covering the Collateral.** The Equipment is and will remain personal property no matter what its use or attachment to realty, but Lessee will not let it be attached to realty in any way that might cause it to become part of such realty. Lessee shall pay Lessor's fee for lease documentation and processing and for any governmental filings. All notices shall be given in writing. Any notice from Lessor to Lessee required under this Lease shall be deemed given when mailed first class mail with the United States Postal Service. Any notice from Lessee to Lessor shall be deemed given when mailed to Lessor by registered or certified mail, return receipt requested at its address set forth herein or such other address as either may designate for itself in such notice to the other.

12. DEFAULT. Any of the following constitutes a Default: (a) Lessee fails to pay any Lease Payment or any other amount owed to Lessor within 5 days after its due date; (b) Lessee fails to perform or observe any other representation, warranty, covenant, condition or agreement under this Lease and any lease or any other agreement with Lessor and fails to cure such breach within 10 days after notice; (c) any representation or warranty made by Lessee hereunder or in any other instrument provided to Lessor by Lessee, proves to be incorrect in any material respect when made; (d) a proceeding under any bankruptcy, reorganization, arrangement of debts, insolvency or receivership law or assignment for benefit of creditors is filed by or against Lessee; (e) Lessee becomes insolvent or fails generally to pay its debts as they become due, or the Equipment is levied against, seized, or a bulk sale of Lessee's inventory or assets is about to or has taken place; (f) Lessee voluntarily or involuntarily dissolves or is dissolved, or terminates or is terminated; (g) Lessee's condition or affairs (financial or otherwise) changes such that in Lessor's sole opinion, Lessor's risk increases with respect to the Lease, the Equipment or any of the liabilities or any security therefor; (h) any guarantor dies or revokes a guaranty required by Lessor; (i) any guarantor of any obligations hereunder is the subject of an event listed in clauses (a) through (g) above; or (j) an institution revokes, refuses to honor, or refuses to renew or extend any letter of credit required by Lessor.

13. REMEDIES. If a Default occurs, Lessor has the right to exercise any or all of the following remedies: (a) terminate any or all leases with Lessee; (b) declare all Lease Payments and other amounts under any such lease(s) immediately due and payable; (c) take possession of, or render unusable, any Equipment under any such lease(s) wherever such Equipment may be located, without demand or notice, without any court order or other process of law and without liability to Lessee for any damages occasioned by such action, and no such action shall constitute a termination of any such lease(s); (d) require Lessee to deliver such Equipment to a location designated by Lessor; (e) proceed by court action to enforce performance by Lessee of any such lease(s) and/or recover all damages and expenses incurred by Lessor by reason of any Default; (f) terminate any other agreement that Lessor may have with Lessee; or (g) exercise any other right or remedy available to Lessor at law or in equity. As liquidated damages for loss of a bargain and not as a penalty, and in lieu of any further Lease Payments under any
lease(s) so terminated, upon Lessor's demand. Lessee shall pay Lessor's Return (as defined in Paragraph 14 below), calculated as of the loss of a bargain and not as a penalty, and in lieu of any further Lease Payments under any lease(s) so terminated, upon Lessor's demand. Also, Lessee shall pay Lessor all costs and expenses (including legal fee and costs), incurred by Lessor in enforcing any of the terms or provisions of any such leases(s). Upon repossession or surrender of any such Equipment, Lessor shall have the right to lease, sell or otherwise dispose of such, with or without notice at a public or private sale, and apply the net proceeds thereof (after deducting all expenses (including legal fees and costs) incurred in connection therewith) to the amounts owed to Lessor hereunder; provided, however, that Lessee shall remain liable to Lessor for any deficiency that remains after any sale, lease or other disposal of such Equipment. Lessee agrees that with respect to any notice of a sale required by law to be given, 10 days' notice shall constitute reasonable notice. These remedies are cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity, and may be enforced concurrently therewith. Any delay or failure to enforce Lessor's rights hereunder does not prevent Lessor from enforcing any rights at a later time. Lessor, at its option, may apply any security deposit or advance payment monies against Lessee's obligations hereunder.

14. RISK OF LOSS. Lessee bears the risk of loss, theft or damage to the Equipment (collectively, "Loss"), effective upon delivery to Lessee. Lessee will advise Lessor in writing within 10 days of any Loss. Except as provided below, a Loss does not relieve Lessee of the obligation to make Lease Payments and pay other amounts owed under a lease. In the event of Loss, Lessor, at its option, may: (a) require Lessee, where practicable, to restore the Equipment to good condition reasonably satisfactory to Lessor; or (b) require Lessee to pay Lessor its anticipated return ("Lessor's Return"), which shall consist of the following amounts: (i) the Lease Payments (and other amounts) due and owing under the lease at the time of such Loss; plus (ii) all Lease Payments from the date of such Loss to the end of the Term; plus (iii) the Casualty Value of such Equipment, "Casualty Value" is determined by multiplying the Casualty Percentage by the Equipment Cost. Unless another percentage is specified in Additional Provisions in Paragraph 1 above, or otherwise provided hereunder, the "Casualty Percentage" is 20%. In the event that any amount calculated hereunder is required under applicable law to be discounted to present value, it shall be so discounted at a rate of 2% per annum. With respect to Equipment subject to a Loss, upon Lessor's full receipt of such Lessor's Return: (i) the lease shall terminate, (ii) Lessee shall be relieved of its obligations under the lease, and (iii) Lessee shall be entitled to Lessor's interest in such Equipment "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens by, though, or under Lessor.

15. NONCANCELLABLE NET LEASE. THIS LEASE AND ALL SCHEDULES HERETO SHALL BE NONCANCELLABLE NET LEASES. LESSEE HAS AN UNCONDITIONAL OBLIGATION TO PAY ALL LEASE PAYMENTS AND OTHER AMOUNTS WHEN DUE. LESSEE IS NOT ENTITLED TO ABATEMENTS, REDUCTIONS, RECOUPMENTS, CROSS-CLAIMS, COUNTERCLAIMS OR ANY OTHER DEFENSES TO ANY LEASE PAYMENTS OR OTHER AMOUNTS DUE HEREUNDER, WHETHER THOSE DEFENSES ARISE OUT OF CLAIMS BY LESSEE AGAINST LESSOR, LESSOR'S ASSIGNEE, VENDOR, THIS LEASE, ANY SCHEDULE, ANY OTHER LEASE, OR OTHERWISE. NEITHER DEFECTS IN EQUIPMENT, DAMAGE TO IT, NOR ITS LOSS, THEFT, DESTRUCTION OR LATE DELIVERY SHALL TERMINATE THIS OR ANY OTHER LEASE, OR RELIEVE LESSEE OF ITS PAYMENT OBLIGATIONS HEREUNDER.

16. CREDIT INFORMATION. Lessee, for itself and its principals, hereby authorizes Lessor, any affiliate of Lessor, or Lessor's assignee, to obtain credit bureau reports, make other credit inquiries, or review its credit profile from any national credit bureau, as Lessor deems necessary. On written request, Lessor will inform Lessee whether Lessor requested a consumer credit report and the name and address of any consumer credit reporting agency that furnished a report. This authorization shall extend without further notice to Lessee, for Lessor to use and/or request subsequent credit bureau reports to update its information or in connection with a renewal or extension of Lessee's request for additional credit and for reviewing or collection and legal efforts on any outstanding obligations due to Lessor from Lessee. Lessee represents and warrants that this is a commercial and business transaction and not a consumer transaction.

17. ASSIGNMENT. LESSEE HAS NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE ANY INTEREST IT HAS IN THIS LEASE OR THE EQUIPMENT. LESSOR MAY, WITHOUT NOTICE, SELL, TRANSFER OR ASSIGN ITS INTEREST IN THIS LEASE, THE EQUIPMENT OR ANY LEASE PAYMENTS OR OTHER SUMS DUE HEREUNDER. If Lessor makes any such assignment or transfer, the new owner will have all of the Lessor's rights and benefits but none of Lessor's obligations. The rights of the new owner will not be subject to any claims, defenses, or set-offs that Lessee may have against Lessor. Lessee acknowledges that any assignment or transfer by Lessor shall not materially change Lessee's duties or obligations under this Lease nor materially increase the burdens or risks imposed on Lessee

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18. CAPTIONS, CONFLICTS, CHOICE OF LAW, VENUE, NON-JURY TRIAL. Captions are for convenience only and do not alter the text. The provisions of this Lease are severable and the remainder shall not be affected if any provision is held unenforceable, invalid or illegal. This Lease inures to the benefit of and is binding on successors or permitted assigns of Lessor and Lessee. LESSEE HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH THIS LEASE SHALL BE LITIGATED ONLY IN THE STATE AND COUNTY OF NEW YORK OR SUCH OTHER FORUM AS LESSOR SHALL ELECT AND SHALL BE GOVERNED BY AND SUBJECT TO THE INTERNAL LAWS (AS OPPOSED TO CONFLICTS OF LAW PROVISIONS) AND DECISIONS OF THE STATE OF NEW YORK. LESSOR AND LESSEE CONSENT TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN NEW YORK, AND WAIVE ANY OBJECTION RELATING TO IMPROPER VENUE OR FORUM NON CONVENIENS TO THE CONDUCT OF ANY PROCEEDING IN ANY SUCH COURT. AT LESSOR'S SOLE ELECTION AND DETERMINATION, ANY LEGAL, EQUITABLE, OR ARBITRATION ACTION MAY ALSO BE BROUGHT IN ANY OTHER COURT OF COMPETENT JURISDICTION IN ANY STATE IN WHICH LESSOR HAS AN OFFICE AND LESSEE WAIVES ANY OBJECTION RELATING TO IMPROPER VENUE OR FORUM NON CONVENIENS TO THE CONDUCT OF ANY PROCEEDING IN ANY SUCH COURT. LESSEE, ANY GUARANTOR AND LESSOR EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY SO THAT TRIAL SHALL BE BY AND ONLY TO THE COURT.

19. ATTORNEY FEES. LESSEE AND ANY GUARANTOR AGREE TO PAY LESSOR'S REASONABLE ATTORNEY FEES AS DAMAGES AND NOT COSTS IN ALL PROCEEDINGS ARISING OUT OF THE LEASE. SUCH PROCEEDINGS INCLUDE, BUT ARE NOT LIMITED TO, ANY CIVIL ACTION, COUNTER-CLAIM, MEDIATION, POST-JUDGMENT COLLECTION, BANKRUPTCY OR APPEAL. REASONABLE ATTORNEY FEES ARE HEREBY STIPULATED AND LIQUIDATED BY ALL PARTIES HERETO AT TWENTY-FIVE PERCENT (25%) OF THE TOTAL AMOUNT PLACED BY LESSOR WITH AN ATTORNEY FOR COLLECTION. AT LESSOR'S SOLE OPTION, LESSOR MAY ELECT TO CHARGE LESSEE AND ANY GUARANTOR THE ACTUAL ATTORNEY FEES CHARGED TO LESSOR IN ALL PROCEEDINGS ARISING OUT OF THE LEASE. **TO THE EXTENT ANY ACTION IS BROUGHT IN A FORUM WHERE WAIVER OF JURY TRIALS ARE UNENFORCEABLE, A SEPARATE ADDENDUM EXECUTED BY LESSEE AND ANY OBLIGORS SHALL APPLY.**

20. LIABILITY. Lessee shall indemnify, hold harmless and, if Lessor requests, defend Lessor against all Claims directly or indirectly arising out of or connected with the Equipment, any lease or any related document or instrument. "Claims" means all losses, liabilities, damages, penalties, expenses (including legal fees and costs), claims, actions and suits, whether in contract or in tort, whether caused by Lessor's negligence or otherwise and whether based on a theory of strict liability of Lessor or otherwise, including, but not limited to, matters regarding: (a) the selection, manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, maintenance, use, condition, return or operation of Equipment; (b) any latent defects or other defects in Equipment, whether or not discoverable by Lessee; or (c) patent, trademark or copyright infringement.

21. CONSTRUCTION OF LEASE AND AMOUNTS DUE HEREUNDER. In the event that this Lease (or any lease made hereunder) is construed to involve a loan of money and any amounts due hereunder are deemed to constitute interest, then without waiving any claim or defense to the contrary, no such amounts due hereunder which are contracted for, charged or collected shall exceed 18% per annum or other lesser maximum rate of interest allowed from time to time by applicable state or federal law (the "Highest Lawful Rate"). Regardless of any provision of this Lease or related agreements to the contrary, the aggregate of all such amounts due hereunder which are contracted for, charged or collected shall under no circumstances exceed the Highest Lawful Rate, and in the event, Lessor ever collects, or applies, as interest, any such amounts in excess of the Highest Lawful Rate, such amounts shall be deemed a prepayment of such portion of amounts due hereunder as are deemed to constitute the principal of a loan, and if all amounts so deemed to constitute principal have been or are thereby paid in full, any remaining excess shall immediately be refunded to Lessee. In determining whether or not amounts deemed to constitute interest contracted for, charged or collected exceed the Highest Lawful Rate, to the maximum extent permitted by law, (a) amounts due hereunder shall be characterized as principal, or as non-usurious expense, fee or premium rather than interest, (b) amounts deemed to constitute interest due hereunder after acceleration by reason of a default or otherwise, or prepaid, shall not be deemed to constitute interest (but any portion of such amounts deemed to constitute interest contracted for, charged or collected in connection with such acceleration or prepayment may never exceed the Highest Lawful Rate) and (c) all amounts deemed to constitute interest shall be amortized, prorated, allocated and spread, in equal parts, throughout the entire term of this Lease so that the interest rate is uniform throughout the entire term of this Lease. Lessor may from time to time implement any interest rate ceiling under applicable state or federal law and/or revise the index, formula or provision used to compute the interest rate applicable to this Lease, but not in excess of the Highest Lawful Rate by notice to Lessee if and to the extent permitted by and in the manner provided in such law.

22. **SECURITY INTEREST.** Even though this is a true lease, Lessor will file a UCC-1 Financing Statement. In the event this Lease is determined to be a lease intended as security, Lessor shall not be the titleholder or owner of the Equipment notwithstanding any provision herein to the contrary, and Lessee hereby grants to Lessor a security interest in the Equipment to secure all of Lessee's obligations hereunder as well as any and all other obligations or liabilities now existing or hereafter created to Lessor or its assigns. Said security interest and related filings shall not be construed as meaning that this Lease is not a "true lease" under the UCC.

LESSEE:

CITY OF GARDEN CITY - PARKS & RECREATION

X_____

Printed Name: Manuel Ortiz

Title: Mayor

Date: _____

LESSOR:
Eastern Funding LLC d/b/a Macrolease, a subsidiary of Brookline Bank

By: _____

Printed Name: _____

Title: _____

Accepted at its office listed above:

Date: _____

Docusign Envelope ID: 60F4CA43-C317-43A3-9FCA-D38AB0F89819

SCHEDULE A attached hereto and made part of a Lease Agreement No. 5100616 dated _____ between EASTERN FUNDING LLC D/B/A MACROLEASE, A SUBSIDIARY OF BROOKLINE BANK, Lessor and CITY OF GARDEN CITY - PARKS & RECREATION, Lessee

2 - Precor TRM 885 Treadmill-P82 console with Preva - 15" Touchscreen/USB/audio
1 - Precor EFX 885 Converging CrossRamp, moving arms-P82 console with Preva - 15" Touchscreen/USB/audio
1 - Precor UBK 885 Upright Cycle-P82 console with Preva - 15" Touchscreen/USB/audio

Plus, all parts, attachments, appendages, substitutions and modifications thereon.

CITY OF GARDEN CITY - PARKS & RECREATION

X_____

Printed Name: Manuel Ortiz

Title: Mayor

Docusign Envelope ID: 60F4CA43-C317-43A3-9FCA-D38AB0F89819

FAIR MARKET VALUE PURCHASE OPTION

LEASE NUMBER: 5100616

"If Default has not occurred and is not continuing hereunder, Lessee, by giving Lessor not less than ninety (90) days written notice prior to the expiration of the lease term of the item or items of Equipment listed on the first Certificate of Inspection and Acceptance executed by Lessee, may elect to purchase not less than all of the Equipment then leased hereunder, at the times and in the manner hereinafter specified, for an amount equal to the then fair market value of all of the Equipment, in place and in continued use, plus any applicable sales tax with respect thereto. If Lessee elects to exercise said purchase option same shall be exercised with respect to each item of Equipment on the day immediately following the date of expiration of the lease term of such item, and by the delivery at such time by Lessee to Lessor of payment, in cash, or by certified check, of the amount of the purchase price for the Equipment, as hereinbefore set forth. Upon payment of such amount, Lessor shall, upon request of Lessee, execute and deliver to Lessee, a bill of sale for the Equipment, on an "as-is, where-is" basis, without representations or warranties of any kind whatsoever. If Lessee does not elect to exercise said purchase option, Lessee shall return each item of Equipment to Lessor, pursuant to and under the terms and conditions of Paragraphs 6 and 15 of Lease, upon the expiration of the lease term thereof. In addition to the provisions set forth in the lease, if any Equipment is returned, the Equipment must be capable of passing performance tests according to manufacturer's specifications. All peripherals and additional systems on such returned Equipment must be intact and correctly operational and all pneumatic, electrical, hydraulic and mechanical systems must be operational according to manufacturer's specifications. Notwithstanding the above, Lessor will assume that the equipment shall be in new condition, less normal wear and tear. If an Event of Default occurs and is continuing hereunder after Lessee has given Lessor written notice of its intention to exercise said purchase option, the said purchase option shall be null and void.

In the event that there should be a dispute as to the fair market value of any Equipment, the Lessee may, at the Lessee's sole cost and expense, engage an independent appraiser ("Lessee Appraiser") to make an appraisal based on the in service and continued use value of the Equipment. The report of said appraiser setting forth its determination of such value shall be delivered to Lessor and Lessee no later than thirty (30) days following the date of Lessor's request to Lessee. If Lessor does not agree with the appraiser's valuation, the Lessor, at the lessor's sole cost and expense, may obtain a second independent appraiser ("Lessor Appraiser") to make an appraisal of the Equipment based on the same in service and continued use Equipment value. If after reviewing both appraisals, an agreement still cannot be reached between the Lessee and Lessor as to the fair market value of the Equipment, a third appraiser (the "Third Appraiser"), chosen by mutual agreement of the Lessee Appraiser and Lessor Appraiser shall be engage at the sole cost and expense of the Lessee. The Third Appraiser's valuation will be accepted by all parties.

LESSEE:

CITY OF GARDEN CITY - PARKS & RECREATION

X_____

Printed Name: Manuel Ortiz

Title: Mayor

Date: _____

LESSOR:

Eastern Funding LLC d/b/a Macrolease, a subsidiary of Brookline Bank

By: _____

Printed Name: _____

Title: _____

Date: _____

Docusign Envelope ID: 60F4CA43-C317-43A3-9FCA-D38AB0F89819

RIDER A attached hereto and made part of a Lease No. 5100616 dated _____ between Eastern Funding LLC d/b/a Macrolease, a subsidiary of Brookline Bank, Lessor and CITY OF GARDEN CITY - PARKS & RECREATION, Lessee

Notwithstanding anything contained in the Lease that this Rider A is attached to, Lessee agree that in the event the building is sold and the purchaser is not acceptable to Eastern Funding LLC d/b/a Macrolease, a subsidiary of Brookline Bank as a successor to the Lessee, which approval shall not be unreasonably withheld, and all successor documentation is reasonably acceptable to Eastern Funding LLC d/b/a Macrolease, a subsidiary of Brookline Bank, the Lessee must pay off the Lease prior to or simultaneous with the passing of title of the property.

Agreed to:

Lessee:
CITY OF GARDEN CITY - PARKS & RECREATION

X_____

Printed Name: Manuel Ortiz

Title: Mayor

Date: _____

Docusign Envelope ID: 60F4CA43-C317-43A3-9FCA-D38AB0F89819

INSURANCE AUTHORIZATION FORM & CERTIFICATE REQUIREMENTS

BORROWER PLEASE COMPLETE THE TOP SECTION ONLY:

Please complete the information below and return this form along with the Finance Documents.
As per the provisions of our Finance Agreement, you have agreed to provide us evidence of PROPERTY and LIABILITY insurance covering the financed equipment.

Insurance Company Name:	ProValue Insurance LLC
Insurance Co. Full Address:	P.O. Box 993 Garden City, KS 67846
Agent's Name:	Belinda Berry
Phone Number:	620-276-8274
Email:	bberry@provalueins.com

We hereby authorize Eastern Funding LLC d/b/a Macrolease, a subsidiary of Brookline Bank and/or its assignee Macrolease to contact our broker for purposes of obtaining the required insurance coverage and endorsements. We understand that we, the Borrower, are responsible for all premiums.

X_____

Authorized Signature – Manuel Ortiz

****Macrolease will request the insurance certificates****

INSURANCE CERTIFICATE REQUIREMENTS:

Please include the information listed below on the required Property & Liability Certificates of Insurance.

CITY OF GARDEN CITY - PARKS & RECREATION
310 N 8th street
GARDEN CITY, KS 678460000

CERTIFICATE HOLDER/ADDITIONAL INTEREST:
Eastern Funding LLC and/or Its Successors or Assigns
185 Express St., Suite 100
Plainview, NY 11803

1. **Equipment Locations: 941 Larue Rd, Garden City KS 67846**
2. **Contract Number:** 5100616
3. **Property Coverage must be at least:** $41,245.00
4. **Property Deductible**
5. Eastern Funding LLC and/or Its Successors or Assigns MUST be listed as lender's loss payable, loss payee or lender's loss payee and additional insured.

Please forward certificates as soon as possible to:

Name: Monica Gonzalez
E-Mail: monica.gonzalez@macrolease.com

Docusign Envelope ID: 60F4CA43-C317-43A3-9FCA-D38AB0F89819

RATE INDEX AGREEMENT

This Rate Index Agreement dated **10/28/2024** is entered into in connection with that certain Equipment Lease Agreement Number **5100616** by and between **CITY OF GARDEN CITY - PARKS & RECREATION,** as Lessee (the "Lessee") and Eastern Funding LLC d/b/a Macrolease, a subsidiary of Brookline Bank, as Lessor ("Lessor"). The aforementioned Equipment Lease Agreement, together with all ancillary documents are hereinafter collectively referred to as the "Agreement".

The Annual installment payment contained in the Agreement (the "Annual Payment") was calculated based on the Federal Home Loan Bank of Boston Amortizing Rate with similar term to the Agreement (the "Benchmark Rate"), as of the date noted above (the "Index Date"). This Annual Payment is fixed for a period of thirty (30) days from the Index Date.

It is hereby acknowledged and agreed that if the Commencement date of the Agreement (as defined in the Agreement) occurs more than thirty (30) days from the Index Date, the Annual Payment may be adjusted by the Lessor, up or down, based on the Benchmark Rate in effect at the time of Commencement. Once established, the Annual Payment will be reflected on either a Modification Letter or the Certificate of Acceptance and Annual Payment Confirmation, and will remain unchanged throughout the term of the Agreement.

By signing below, the Lessee acknowledges and agrees to the terms and conditions in this Rate Index Agreement.

Lessee:
CITY OF GARDEN CITY - PARKS & RECREATION

X_____

Printed Name: Manuel Ortiz

Title: Mayor

Lessor:
Eastern Funding LLC d/b/a Macrolease, a subsidiary of Brookline Bank
185 Express St., Suite 100
Plainview, NY 11803

By: X_____

Printed Name: _____

Docusign Envelope ID: 60F4CA43-C317-43A3-9FCA-D38AB0F89819

INVOICE

Eastern Funding LLC d/b/a Macrolease, a subsidiary of Brookline Bank
185 Express St., Suite 100
Plainview, NY 11803
(516) 576-9000

Date: 10/28/2024
Contract Number: 5100616
Invoice Number: 5100616
Loan Officer Name: Victoria Grillo

Bill To:
CITY OF GARDEN CITY - PARKS & RECREATION
310 N 8th street
GARDEN CITY, KS 678460000

Attn: Accounts Payable

Advance Payment/Cash Collateral - $9,132.00

Balance Due: $9,132.00

Docusign Envelope ID: 60F4CA43-C317-43A3-9FCA-D38AB0F89819

MACROLEASE
185 Express Street, Suite 100, Plainview, NY 11803 Tel: 800-645-3535 Fax: 516-576-1100 www.macrolease.com

SIMPLE FUNDING PROGRAM

Return completed application with required financial information.

Legal Name of Obligor: City of Garden City		Fed. Tax ID #: 48-6009982	
Address: 301 N 8TH STREET			
City: Garden City	County: Finney	State: KS	Zip: 67846
Contact Person: Jared Rutti	Title:		
Phone: (620) 276-1200	Fax: ( )		
Email Address: jared.rutti@gardencityks.us	Alt Contact Email Address:		
Alternative Contact Person:	Title:	Phone: ( )	
Date municipal entity was established: 1878	Does the obligor self-insure for property & liability insurance?		
Total Cost of Equipment/Project: $ 40,850	Term (years): 5		
*Down Payment: $	Source of Down Payment:		
Trade In: $	Payment Amount: $	Delivery Date:	
Other: $ ML Doc Fee $395	Payment Due: ☐ Advance ☐ Arrears		
Amount to Finance: $ 41,245.00	Payments: ☐ Monthly ☐ Quarterly ☐ Semi-Annual ■ Annual		

*Obligor's down payment should be made before or at delivery. Proof of down payment is required prior to payment of any contract proceeds, unless otherwise negotiated.

Has the obligor paid, or does obligor intend to pay, a vendor for any portion of the equipment being financed with the intent of being reimbursed with proceeds from this financing? ☐ Yes ☐ No

How will the contract payments be made? ☐ P-Card *Addt'l Fees Will Apply* ■ Check ☐ ACH ☐ Other (specify)

What fund will the remaining contract payments be made from? ☐ General ☐ Special (specify)

Will any federal monies be applied to the contract payments? ☐ Yes ■ No If yes, explain.

Equipment Description: Mid-States Fitness Equipment

New Equipment:	■ Yes	☐ No	If no, list age of equipment or date manufactured:
Refurbished:	☐ Yes	☐ No	Year:
Replacement:	☐ Yes	☐ No	Age of current equipment: Year purchased:
If not a replacement, why is the equipment needed?			
Buyout Included:	☐ Yes	☐ No	Amount of buyout included: $
Soft Costs Included:	☐ Yes	☐ No	Amount of soft costs included (shipping, software, and sales tax): $

Physical location of equipment after delivery: 941 Larue Rd, Garden City, KS 67846

Describe the essential use of the equipment:

Has the obligor ever defaulted or non-appropriated on a lease, bond, or legal obligation? ☐ Yes ■ No

Will the obligor issue more than $10,000,000 in tax-exempt debt in this calendar year? ☐ Yes ■ No

Is the project a building? ☐ Yes ■ No If yes, who owns the land?

What is the physical address of the new building/project?

Financial Information Required

- **Two (2) most recently completed audits**
- **If the fiscal year end of the audit is more than three (3) months ago, also provide current year-to-date Balance Sheet with Debt Service Commitments and Income Statement**
- **For any unaudited fiscal year provide comprehensive financial statements to include a Balance Sheet with Debt Service Commitments and an Income Statement in place of the audits**

Without complete financial information, the credit review process may be delayed. Please call if you have any questions or concerns prior to returning this application.

Completed By (signature): Printed Name and Title: Manuel Ortiz, Mayor Date:

- **Additional financial information may be requested if deemed necessary during credit review.**
- **By signing this application Obligor representative agrees to the following statement: "Everything stated in this application is correct to the best of my knowledge. I understand Obligee will retain this application whether or not it is approved. Obligee is authorized to verify any information on this application with an appropriate third party as necessary to complete the credit review process."**
- **Please note that, depending on circumstances, we reserve the right to charge a reasonable fee to Obligor/broker, if this transaction is not funded. This fee is for expenses incurred and services performed related to the processing of the transaction. This fee will NOT be charged if the transaction is funded by Obligee.**

Sales Rep. Victoria Grillo

DocuSign

Certificate Of Completion

Envelope Id: 60F4CA43C31743A39FCAD38AB0F89819
Status: Sent
Subject: From Macrolease: City of Garden City - Parks & Recreation - 5100616, Lease Package
Source Envelope:
Document Pages: 11
Signatures: 0
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Monica Gonzalez
213 West 35th Street
New York, NY 10001
monica.gonzalez@macrolease.com
IP Address: 63.118.193.194

Record Tracking

Status: Original
10/28/2024 1:00:20 PM
Holder: Monica Gonzalez
monica.gonzalez@macrolease.com
Location: DocuSign

Signer Events	Signature	Timestamp
Manuel Ortiz Manny.Ortiz@gardencityks.us Security Level: Email, Account Authentication (None), Access Code **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 10/28/2024 1:16:47 PM
Connie Poormon cpoormon@specialtyvehiclefunding.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Monica Gonzalez monica.gonzalez@macrolease.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Danielle Cassidy dcassidy@macrolease.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/28/2024 1:16:45 PM Viewed: 10/28/2024 1:18:23 PM

Carbon Copy Events	Status	Timestamp
Jared Rutti Jared.Rutti@gardencityks.us Recreation Superintendent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/28/2024 1:16:46 PM Viewed: 10/28/2024 1:54:33 PM
Victoria Grillo vgrillo@macrolease.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/28/2024 1:16:46 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/28/2024 1:16:46 PM

Payment Events	Status	Timestamps

GARDEN CITY
— KANSAS —

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Danielle B. Burke, Assistant City Manager
DATE: November 1, 2024
RE: Change Order for Mobile Command Vehicle

ISSUE:
The Governing Body is asked to consider and approve two change orders for the Mobile Command Vehicle.

BACKGROUND:
On December 19, 2023, the City Commission authorized the purchase of a Mobile Command Vehicle (MCV) from Frontline Communications in the amount of $989,044.97. The MCV will serve two important roles, 1) facilitate onsite coordination during major incidents and 2) serve as a backup 911 Center to maintain emergency services during system outages.

Since the City Commission's approval, several modifications have been identified to optimize operational effectively, connectivity, and overall utility of the MCV. First, was a modification of the slide out to be a flat floor instead of a step up for the dispatch area. Second, was a change to the restroom to allow exterior access. Third, was to equip the vehicle with Starlink satellite internet to improve connectivity. Finally, there were some changes to the paint on the exterior. The total cost of the changes is $56,691.63. After utilizing $7,500 of the identified contingency for the project, the net change order is $49,191.63.

These change orders have already been preliminarily approved internally by the City Manager, but to ensure compliance with the strictest interpretation of our purchasing policy (looking at the total cost of the command vehicle and not simply the net cost of this change orders), they are being brought before the Governing Body for approval. If there are any future change orders on this project, those will be brought before the City Commission for consideration as well.

ALTERNATIVES:
1. The Governing Body may approve the proposed change orders from Frontline Communications in the amount of $49,191.63.
2. The Governing Body may not approve the proposed change orders from Frontline Communications and provide staff with alternative direction.

RECOMMENDATION:
Staff recommends the Governing Body approve the proposed change orders from Frontline Communications in the amount of $49,191.63.

FISCAL NOTE:

The cost will be split between the Police Department and Fire Department operating Budget. $26,014.10 will be paid for out of the Police Department, New Equipment Other (10021101-6520) line item and $23,177.53 will be paid for out of the Fire Department, New Equipment Other (10024102-6520) line item.

ATTACHMENTS:

Change Order Memorandum and Details

COURTNEY E. PREWITT
CHIEF OF POLICE

ERINN REYES
PUBLIC SAFETY
ADMINISTRATIVE ASSISTANT

JASON CHASE
SUPPORT SERVICES CAPTAIN

EJ OCHS
INVESTIGATIONS CAPTAIN

MICHAEL REAGLE
PATROL CAPTAIN

MARY BUCHMAN
SUPPORT SERVICES DIRECTOR

RICHARD POWERS
INVESTIGATIONS
LIEUTENANT

ANDREW ROUSH
PATROL LIEUTENANT

LANA URTEAGA
ADMINISTRATIVE
LIEUTENANT

GARDEN CITY
POLICE DEPARTMENT
304 N. 9TH ST.
P.O. BOX 998
GARDEN CITY, KS
67846-0998
620.276.1300
FAX 620.276.1356
www.gcpolice.org

MEMORANDUM

TO: Matt Allen, City Manager
THROUGH: Danielle Burke, Assistant City Manager
FROM: Courtney Prewitt, Chief of Police
DATE: 14 October 2024
SUBJECT: Change Order for Mobile Command Vehicle

Issue:
The City Manager is requested to consider and approve change orders for the Mobile Command Vehicle (MCV).

Background:
On December 19, 2023, the Governing Body approved a bid from Frontline Communications for the acquisition of a Mobile Command Vehicle (MCV). This vehicle will fulfill two critical roles: facilitating onsite coordination during major incidents and serving as a backup 911 Center to maintain emergency services during system outages. During the design phase, several necessary modifications were identified to optimize operational effectiveness, connectivity, and overall utility of the MCV.

The following enhancements were deemed essential, though they exceed the original project pricing:

1. Cab-to-body paint match – This aesthetic improvement ensures the vehicle's exterior presents a unified appearance, which is important for public visibility and perception during high-profile incidents or community events.

2. Flat-floor dispatch slide-out – The flat floor allows dispatch personnel to use standard ergonomic office chairs, significantly improving comfort and functionality during prolonged operations, as opposed to using fixed chairs required by a raised floor. This change increases operator efficiency and reduces the likelihood of fatigue-related errors.

3. Restroom with exterior entry – Adding an exterior restroom ensures personnel on long deployments have access to sanitation facilities without needing to leave the vehicle, which could compromise their readiness or delay incident response times. An external entry also allows more flexibility for use by external partners or first responders in the field.

4. Starlink satellite internet – Reliable high-speed internet is crucial for communications, especially in rural areas where conventional networks may be unreliable. The Starlink satellite system ensures uninterrupted connectivity during critical incidents, allowing for real-time coordination with remote teams and access to necessary data.

Details of the specific changes and their costs are outlined below:

Change	Cost
Matching paint of cab to the body paint	$5,317.86
	$6,198.74
Flat Floor on Dispatch Slide Out	$57,410.51
Restroom	
- Outside Entry	$5595.17
- Entry Steps	$1858.96
- Wet Lavatory	$23,285.65
- Water Heater	$1,141.88
Starlink Satellite Internet	
- Starlink High Performance Kit	$7,084.26
- Starlink Wedge Mount	$447.43
- Starlink Terminal Equipment	$1901.56
Pre-Wire for Dispatch Console	$988.05

To reduce the financial impact, the costs of these improvements will be spread over two budget cycles and split between the Garden City Police Department (GCPD) and the Garden City Fire Department (GCFD). Given the uncertainty of next year's budget, both GCPD and GCFD have worked closely with Service and Finance to identify cost savings in their current budgets that can accommodate the change orders this year.

Some items from the original quote were removed, leading to a reduction of $54,538.44. By incorporating the $7,500 contingency fund built into the initial bid, the final total for the change order is reduced to $49,191.63. The remaining amount will be divided between GCPD and GCFD, with GCPD responsible for $29,764.10 and GCFD for $26,927.53.

Alternatives:

1. Approve the proposed change orders for the Mobile Command Vehicle.
2. Deny the change orders and provide further direction.

Recommendation:
Staff recommends that the City Manager approve the change orders from Frontline Communications in the amount of $49,191.63.

Fiscal Note:
GCPD: 10021101-6520 (New Equipment – Other)
GCFD: 10024102-6520 (New Equipment – Other)

Attachments:
Change Orders

CONRAD FIRE EQUIPMENT, INC.

19922 W 162nd Street Olathe, KS 66062
www.CONRADFIRE.com
(913) 780-5521
(913) 780-5251 Fax

INVOICE
486859

CUSTOMER NO.
1248

BILL TO:

GARDEN CITY FIRE DEPT
PO BOX 998
GARDEN CITY, KS 67846

SHIP TO:

GARDEN CITY FIRE DEPT
PO BOX 998
GARDEN CITY, KS 67846

PHONE: 620/276-1141
FAX: 620/276-1142

DATE	SHIP VIA	F.O.B.	TERMS
12/20/23	DELIVERED		NET UPON DELIVERY

PURCHASE ORDER NUMBER	ORDER DATE	SALESPERSON	OUR ORDER NUMBER
FRONTLINE P2023-66	12/20/23	170 175	486859

QUANTITY ORDERED	QUANTITY SHIPPED	B.O.	ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1			CON.MISC	MISC EXPENSE APPARATUS CHANGE ORDER #1	26,927.53	26,927.53
1			CON.MISC	MISC EXPENSE APPARATUS CHANGE ORDER #2	29,764.10	29,764.10
-1			CON.MISC	MISC EXPENSE CUSTOMER CONTINGENCY FUNDS FROM ORIGINAL APPARATUS PURCHASE TO CHARGE AGAINST ENCLOSED CHANGE ORDERS.	7,500.00	-7,500.00

Product Total	Discount	Freight	Taxable Amount	Tax	Misc. Amt.	INVOICE TOTAL
49,191.63	0.00		49,191.63	0.00		49,191.63

"WE APPRECIATE YOUR BUSINESS"

RETURNED GOODS WILL NOT BE ACCEPTED WITHOUT PRIOR RETURN AUTHORIZATION NUMBER FROM CONRAD FIRE EQUIPMENT. ALL RETURNS ARE SUBJECT TO A RESTOCKING FEE.

CHANGE ORDER

Form No.	FF-SA-001X
Eff Date	10/26/2023
Rel By	JAB/ T Brink / res

Form Path: Originator - Sales - Engineering - Materials - Plant Manager - Accounting - Sales Administrator - Customer - Distribution

Customer:	Conrad Fire-Garden City
Contact:	Roger Brown
Phone:	
Email:	
Initiated By:	SW

Date: 8/25/2024

Job#: 92013

CO #: 1

Item	Action	FPN	Qty	Manufacturer	Model#	Description		
1	CLARIFY	req	1	Freightliner	M2-112	Cab color to be M6814EY Gray Metallic Elite. (Per work order)		
2	ADD	req	1	Frontline		Custom color body paint, <M6814EY Gray Metallic Elite>.		$5,317.86
3	ADD	req	1	Frontline		Custom color, metallic paint option		$6,198.74
4	DELETE	n/a	-1	Freightliner	M-2	Additional 50 gallon fuel tank, RS with inboard frame mounted horizontal DPF and SCR		**$920.03**
5	DELETE	n/a	-1	Frontline	Small slide-out less than 8' (108") raised floor	Custom sized slide-out, 8' or less in width and 30" extension depth, with a raised floor area. Utilizes an HWH side mounted hydraulic slide system to extend and retract the slide-out section. Operated with a rocker switch placed in a convenient location. Two amber flashing lights installed one in each end of slide-out. Controlled by switch.		**$47,472.04**
6	ADD	req	1	Frontline	Small slide-out less than 8' (108") flat floor	Custom sized slide-out, 8' or less in width and 30" extension depth, with a flat floor area. Utilizes an HWH side mounted hydraulic slide system to extend and retract the slide-out section. Operated with a rocker switch placed in a convenient location. Two amber flashing lights installed one in each end of slideout. Controlled by switch. (Engineering approval required.)		$57,410.51
7	ADD	req	1	Frontline		Additional entry door, no window, see drawing for location.		$5,595.17
8	ADD	req	1	Frontline		Entry ladder, custom aluminum, with adjustable feet, mounted to entry door for storage. Includes hand rail.		$1,858.96
9	ADD	req	1	Frontline		Wet Lavatory- Includes ceramic toilet system, C-Tech cabinet, ducting to the exterior of the vehicle, paper holder, stainless steel sink, paper towel dispenser, stainless steel mirror, fresh water tank with city water connection, black/gray water tank with manual dump valve for waste tank. Loncoin black rubber flooring, walls are finished with white FRP material and the ceiling will be carpet matching the ceiling in the other areas of the truck. Exterior door available in separate option		$23,285.65
10	ADD	req	1	Frontline		On-Demand Water Heater for lavatory or galley sink. Wired to individual breaker.		$1,141.88
11	ADD	101903	1	Winegard	FLATHP	Starlink Flat High Performance Kit (includes antenna, router/mount, power supply/ mount and cables) Does not include services.		$7,084.26
12	ADD	101904	1	Winegard	WEDGMT	Starlink Wedge Mount Kit		$447.43

CHANGE ORDER

Form No.	FF-SA-001X
Eff Date	10/26/2023
Rel By	JAB/ T Brink / res

Form Path: Originator - Sales - Engineering - Materials - Plant Manager - Accounting - Sales Administrator - Customer - Distribution

Customer: Conrad Fire-Garden City
Contact: Roger Brown
Phone:
Email:
Initiated By: SW

Date: 8/25/2024
Job#: 92013
CO #: 1

Item	Action	FPN	Qty	Manufacturer	Model#	Description	Unit Price *	Total
13	ADD	NPN	1	Frontline	ATEMSAT	Additional Terminal Equipment, Brackets, and Cables for Starlink Satellite System		$1,901.56
14	DELETE	n/a	-2	Frontline	Custom	Sliding, swivel, pedestal mounted seat base installed in slide-out		$4,466.81
15	CLARIFY	req	1	Frontline		Emergency light color locations in Engineering/Job Design Record folder.		
16	DELETE	n/a	-4	Whelen	M9	Scene light		$1,679.56
17	ADD	req	1	Frontline		Pre-wire for Zetron Max Dispatch Console. Spec. sheet located in Engineering/Job Design Record folder.		$988.05
18								
19								
20								
21								
22								
23								
24								
25								

* Unit Price includes all Material, Engineering, Shipping, and Labor.

Terms: Net 30 from Acceptance of Change Order
Accounting to do a separate invoice?: Yes / No
Customer PO #:

Total Changes $ 56,691.63

This change will add approx. _____ days to the original delivery schedule

Customer Approval: _____ **Date:** _____
Print Name: _____

Processed By: _____ **Date:** _____

GARDEN CITY
— KANSAS —

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: John Presisto, Planner
DATE: November 5, 2024
RE: GC2024-38 Final Plat – Stone Creek Station Addition for the property generally located at the 900 Block of Lareu Road.

ISSUE:
The Governing Body is asked to consider and approve the Final Plat, Stone Creek Station Addition.

BACKGROUND:
SMH Consultants, is requesting approval of the Final Plat for the Stone Creek Station Addition. The property is generally located at the 900 Block of Lareu Road, Garden City, KS and is currently zoned "C-2" General Commercial District. There will three lots, Lot 1, Block 1 contains +/-25.5 acres, Lot 2, Block 1 contains +/-3.2 acres, and Lot 3, Block 1 contains 3.6 acres.

The proposed plat is for a commercial development within the Sales and Tax Revenue (STAR) Bond that include recreation venues, restaurant and surface parking.

The 4th submittal of the plat was presented for review on October 29, 2024 and addressed all outstanding comments except providing a covenants for the maintenance and cross-access parking.

The Planning Commission recommended approval of the final plat at the September 19, 2024 Planning Commission meeting with contingency that certain covenants be established for this development. If the Governing Body approves the plat, the developers will be required to record covenants for the private street, drainage, and common facilities parking before a certificate of occupancy will be granted. The standard practice of the City is to require these types of covenants to be recorded prior to the final plat being recorded; however, staff and the developer desire to make these covenants a condition of the certificate of occupancy due to the uniqueness of the project covered by this plat.

Finally, approval of the plat will result in the vacation of a portion of previously platted streets pursuant to K.S.A. 12-512b.

ALTERNATIVES:
1. The Governing Body may approve the final plat with the condition that the covenants for the private street, drainage and common facilities parking be provided prior to a certificate of occupancy being granted.
2. The Governing Body may not approve the final plat with the condition that the covenants for the maintenance, drainage and common facilities be provided prior to to a certificate of occupancy being granted.

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

RECOMMENDATION:

Staff recommends that the Governing Body approve the final plat with the condition that the covenants for the private street, drainage and common facilities be provided prior to a certificate of occupancy being granted.

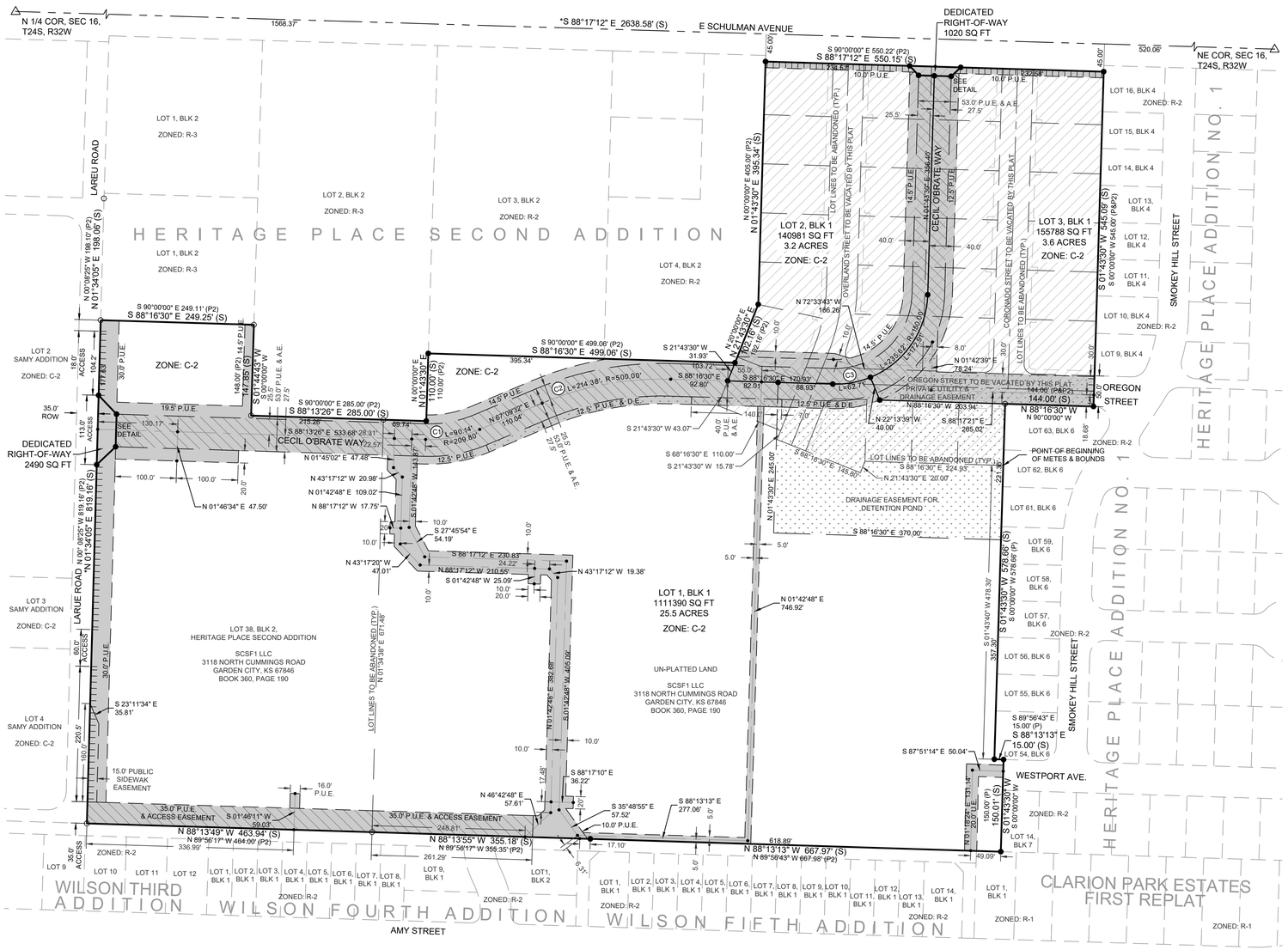
FISCAL NOTE:

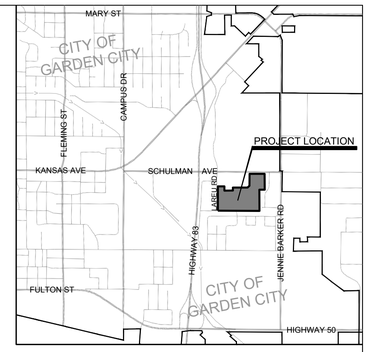
None.

ATTACHMENTS:

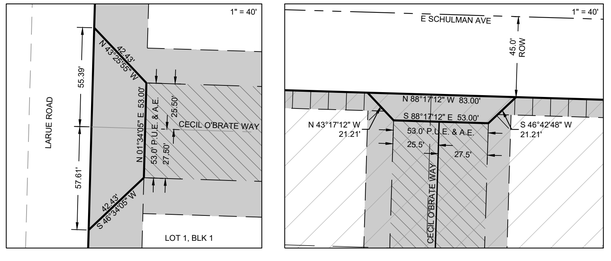
Final Plat - Stone Creek Station Addition
PC Minute Excerpts
Vicinity Map

RECEIVED
City of Garden City, KS
Project Number: SPGC23-04 REV1
Received by: SR
Date: 29Oct2024
No. of Pages: 2(PLATS)
4th Submittal





VICINITY MAP
(NOT TO SCALE)



Curve Table

Curve #	Radius	Length	Chord	Delta	Tangent	Bearing
C1	209.80	90.14	89.45	24°37'03"	45.78'	N 79°28'03" E
C2	500.00	214.38	212.74	24°33'58"	108.86'	S 79°26'31" W
C3	150.00	235.62	212.13	90°00'00"	150.00'	N 46°43'30" E

Final Plat of Stone Creek Station Closure Table

POINT ID	ANG RT	BEARING	DISTANCE	POINT ID	NORTHING	EASTING
209		N 01-34-05 E	819.16	200	1796965.963	639065.523
200	89-50-35	S 88-16-30 E	249.25	202	1796958.190	639314.660
202	89-58-47	S 01-44-43 W	147.85	204	1796810.409	639310.157
204	269-58-09	S 88-13-26 E	285.00	5000	1796801.576	639595.020
5000	270-03-04	N 01-43-30 E	110.00	5001	1796911.526	639598.331
5001	90-00-00	S 88-16-30 E	499.06	5002	1796896.503	640097.165
5002	250-00-00	N 21-43-30 E	102.16	5013	1796991.406	640134.980
5013	200-00-00	N 01-43-30 E	395.34	5014	1797386.567	640146.880
5014	90-00-42	S 88-17-12 E	550.15	5015	1797370.118	640696.784
5015	89-59-18	S 01-43-30 W	545.09	5016	1796825.275	640680.376
5016	90-00-00	N 88-16-30 W	144.00	211	1796829.610	640536.441
211	270-00-00	S 01-43-30 W	578.66	5009	1796251.212	640519.022
5009	269-56-42	S 88-13-13 E	15.00	5010	1796250.747	640534.015
5010	90-03-18	S 01-43-30 W	150.01	5011	1796100.805	640529.499
5011	89-56-43	N 88-13-13 W	667.97	5012	1796121.550	639861.852
5012	180-00-42	N 88-13-55 W	355.18	210	1796132.508	639506.841
210	179-59-54	N 88-13-49 W	463.94	209	1796146.836	639043.122
209	90-12-06					

PERIMETER: 6077.82 CUMULATIVE PERIMETER: 6077.82

APPROX. SQ. FEET: 1411682 ACRES: 32.41
APPROX. TOTAL - SQ. FEET: 1411682 ACRES: 32.41

CORRECT ENDING COORDINATES, NORTH: 1796146.840 EAST: 639043.107
CALCULATED ENDING COORDINATES, NORTH: 179.6146.836 EAST: 639043.122
ERROR, N: -0.00 E: -0.01 TOTAL: 0.02 BRG: N 74°31'02" W
DISTANCE TRAVERSED: 6077.82 CLOSURE: 392826

Notes:
No gaps or overlaps exist.

There are no lines of possession that affect this survey.

Parent Tract is recorded in Book 338, Page 601, Register of Deeds Office, Finney County, Kansas.

There are no buildings on the subject property.

All building setback requirements shall be determined by the zoning district, unless otherwise noted.

Basis of bearing is the East Right-of-way line of Lareu Road, marked with an *.

No part of any Drainage Easement or Access Easement - Private shall be dedicated to nor maintained by the City of Garden City, Kansas.

FLOODPLAIN NOTE:
Flood Plain: Flood Zone X, an area determined to be outside the 0.2% annual chance floodplain, FEMA FIRM (Flood Insurance Rate Map) not adopted by the City of Garden City, effective date, 2009.

UTILITY NOTES:
Any utility company that locates facilities in any easement shall have the right to prune, remove, eradicate, cut and clear away any trees, limbs, vines and brush on the utility easement now or at any future time and prune and clear away any tree limbs, vines, and brush on lands adjacent to the utility easement whenever, in the utility companies judgment, such may interfere with or endanger the construction, operation, or maintenance of its facilities, together with the right of ingress to and egress from the utility easement and contiguous land subject to this plat for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing, and operation of said facilities.

LEGEND

- ○ - Monument Found (1/2" Rebar), Origin - Heritage Place Second Addition
- ● - 1/2"x24" Rebar w/CLS66 Cap Set
- △ - Section Corner, NOTE: All section corner monument origins are unknown unless otherwise noted.
- * - Assumed Bearing
- (P) - Plat Dimension Origin - Heritage Place Addition No. 1
- (P2) - Plat Dimension Origin - Heritage Place Second Addition
- (S) - Surveyed Dimension
- B.S. - Building Setback
- D.E. - Drainage Easement
- —— - Drainage Easement
- - Drainage Easement Hatch
- P.U.E. - Public Utility Easement
- —— - Public Utility Easement
- - Public Utility Easement Hatch
- A.E. - Access Easement-Private
- - Access Easement-Private Hatch
- - Property Lines, Right-of-Way, Pedestrian and Utility Easements to be Abandoned with this plat
- ● - PI in Centerline of Easements
- - Access Control

NORTH

100' 50' 0' 100'
SCALE: 1" = 100'

Final Plat

STONE CREEK STATION ADDITION

All of Lots 5 to 11, 38, Blk 2; Lots 1 to 12, Blk 3; Lots 1-6, Blk 4; Lots 7-10, Blk 5 of the Heritage Place Second Addition; and A tract in the Northeast Quarter of Section 16, Township 24S, Range 32W, an Addition to the City of Garden City, Finney County, Kansas

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Kansas City P: (913) 444-9615 • **Colorado Springs, CO** P: (719) 465-2145

Drawn By:ASJ Project #2205-0204 TDS #92

OCTOBER 2024

DESCRIPTION:
Lot Thirty-eight (38), Block Two (2), Heritage Place Second Addition, located in the NE/4 of Section Sixteen (16), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6th P.M., in Finney County, Kansas.

AND

A tract of land in Northeast Quarter of Section 16, Township 24 South, Range 32 West of the Sixth Principal Meridian, Finney County, Kansas described as follows:

Beginning at the Southeast Corner of Lot 10, Block 5, Heritage Place Second Addition, City of Garden City, Finney County, Kansas; thence
S 01°43'30" W 478.30 feet to the Southwest Corner of Lot 54, Block 6, Heritage Place First Addition, City of Garden City, Finney County, Kansas; thence
S 88°13'13" E 15.00 feet along the South Line of said Lot 54, Block 6, Heritage Place First Addition; thence
S 01°43'30" W 150.01 feet to the Southwest Corner of Lot 14, Block 7, Heritage Place First Addition, City of Garden City, Finney County, Kansas; thence
N 88°13'13" W 667.97 feet; thence
N 88°13'55" W 355.18 feet to the Southeast Corner of Lot 38, Block 2, Heritage Place Second Addition, Finney County, Kansas; thence
N 01°34'38" E 671.48 feet to the Northeast Corner of said Lot 38, Block 2, Heritage Place Second Addition; thence
S 88°13'26" E 69.74 feet to the Southeast Corner of Lot 2, Block 2, Heritage Place Second Addition; thence
N 01°43'30" E 110.00 feet to the Southwest Corner of Lot 3, Block 2, Heritage Place Second Addition; thence
S 88°16'30" E 499.06 feet to the Southeast Corner of Lot 4, Block 2, Heritage Place Second Addition; thence
S 21°43'30" W 75.00 feet to the Southwest Corner of Lot 11, Block 2, Heritage Place Second Addition; thence
S 68°16'30" E 110.00 feet to the Southeast Corner of said Lot 11; thence
S 21°43'30" W 15.78 feet; thence
S 68°16'30" E 145.80 feet to the Southeasterly Corner of Lot 7, Block 5, Heritage Place Second Addition; thence
N 21°43'30" E 20.00 feet to the Southwest Corner of Lot 8, Block 5, Heritage Place Second Addition;
S 88°16'30" E 224.93 feet to the point of beginning, said described tract containing 16.53 acres.

Subject to easements and restrictions of record.

OWNER'S CONSENTS AND DEDICATIONS

STATE OF KANSAS)
FINNEY COUNTY) SS

KNOW ALL MEN BY THESE PRESENTS that We, the undersigned, being the sole proprietors and owners of the land included within the plat shown hereon, are the only persons whose consents are necessary to pass clear title to said land and We hereby consent to the making and recording of said plat. The public right-of-ways and public utility easements are hereby dedicated to the public for such public uses.

IN WITNESS WHEREOF this consent is executed this _____ day of _____, 2024.

SCSF1 LLC

_____
HJ Swender, President

STATE OF KANSAS)
FINNEY COUNTY) SS

This consent and dedication was acknowledged before me, the undersigned officer, by

_____ HJ Swender, President of SCSF1 LLC _____

this _____ day of _____, 2024.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public

My commission expires:_____

IN WITNESS WHEREOF this consent is executed this _____ day of_____, 2024.

DESCRIPTION:
Lots Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11), Block Two (2) and Lots One (1), Two (2), Three (3), Four (4), Five (Five), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12), Block Three (3), and Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6), Block Four (4), and Lots Seven (7), Eight (8), Nine (9) and Ten (10), Block Five (5), all located in Heritage Place Second Addition, located in the Northeast Quarter (NE/4) of Section Sixteen (16), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6th P.M., in Finney County, Kansas. EXCEPT
That portion sold to the City of Garden City in Deed recorded in Book 307, Page 85 described as follows:
A tract of land lying in the NE/4 of Section 16, Township 24 South, Range 32 West of the 6th P.M., in Finney County, Kansas for the use of Permanent Road Right of Way described as follows: The North Ten Feet of Lot 5, Block 2, Heritage Place Second Addition, and the North Ten Feet of Lot 6, Block 3, Heritage Place Second Addition; and the North Ten Feet of Lot 7, Block 3, Heritage Place Second Addition; and the North Ten Feet of Lot 6, Block 4, Heritage Place Second Addition.

OWNER'S CONSENTS AND DEDICATIONS

STATE OF KANSAS)
FINNEY COUNTY) SS

KNOW ALL MEN BY THESE PRESENTS that We, the undersigned, being the sole proprietors and owners of the land included within the plat shown hereon, are the only persons whose consents are necessary to pass clear title to said land and We hereby consent to the making and recording of said plat. The public right-of-ways and public utility easements are hereby dedicated to the public for such public uses.

IN WITNESS WHEREOF this consent is executed this _____ day of _____, 2024.

Stone Development, Inc.

_____
HJ Swender, President

STATE OF KANSAS)
FINNEY COUNTY) SS

This consent and dedication was acknowledged before me, the undersigned officer, by

_____ HJ Swender, President of Stone Development, Inc. _____

this _____ day of _____, 2024.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public

My commission expires:_____

IN WITNESS WHEREOF this consent is executed this _____ day of_____, 2024.

HOLCOMB-GARDEN CITY-FINNEY COUNTY AREA PLANNING COMMISSION

STATE OF KANSAS)
FINNEY COUNTY) SS

This plat has been reviewed and is hereby approved this _____ day of _____, 2024.

_____ _____
Vicki Germann, Chair Trent Maxwell, Secretary

THE CITY OF GARDEN CITY, KANSAS

STATE OF KANSAS)
FINNEY COUNTY) SS

These public rights-of-ways and public easements accepted by the Governing Body of the City of Garden City, Kansas, as shown on this plat, are hereby dedicated this _____ day of _____, 2024.

_____ ATTEST: _____
Manuel F. Ortiz, Mayor Celyn N. Hurtado, City Clerk

CERTIFICATE OF THE REGISTER OF DEEDS

_____

COUNTY SURVEYOR'S CERTIFICATION

STATE OF KANSAS)
FINNEY COUNTY) SS

I, hereby certify, that this survey plat was reviewed by me and that it is in compliance with K.S.A. 58-2005 and the Kansas Minimum Standards for Boundary Survey on this _____ day of _____ , 2024.

_____
David J. Matthews, P.S. #1114

SURVEYOR'S CERTIFICATE

STATE OF KANSAS)
FINNEY COUNTY) SS

This is to certify that the survey and monumentation of the above described land division was made under my direction and supervision and is accurately represented on this plat.

Field survey date: _____

SMH Consultants
By: Tim Sloan

_____
Tim Sloan, P.S.
Vice-President

Final Plat

STONE CREEK STATION ADDITION

All of Lots 5 to 11, 38, Blk 2; Lots 1 to 12, Blk 3;
Lots 1-6, Blk 4; Lots 7-10, Blk 5 of
the Heritage Place Second Addition; and
A tract in the Northeast Quarter of
Section 16, Township 24S, Range 32W,
an Addition to the City of Garden City,
Finney County, Kansas

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Drawn By:ASJ Project #2205-0204 TDS #92

OCTOBER 2024

MINUTES

HOLCOMB - GARDEN CITY - FINNEY COUNTY AREA
PLANNING COMMISSION

September 19, 2024

The Holcomb-Garden City-Finney County Area Wide Planning Commission scheduled a Public Hearing at 9:00 a.m. Thursday, September 19, 2024, in the City Commission Chambers at the City of Garden City Administrative Center located at 301 N 8th Street, Garden City, Kansas.

1. CALL TO ORDER

Chair Germann called to order the Area Wide Planning Commission meeting at 9:00 a.m. The following Commission members were present: Member Anliker, Member Collins, Member Crist, Member Crockett, Member Glass, Member Randall and Member Rupp. Also present were Staff Charles, Staff Presisto, and Staff Thompson.

2. **APPROVAL OF MINUTES –** August 15, 2024

Member Rupp made a motion to approve the minutes from August 15, 2024. *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
Yea	Yea	Yea	Yea	Yea	Yea	Not Present	Yea	Yea

Motion passed.

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

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

4. GENERAL STAFF REPORT AND UPDATE

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

5. SUBMITTAL OF EXHIBITS FOR THE RECORD

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

6. NEW BUSINESS

GC2024-38: Final Plat- Stone Creek Station Addition

Staff Presisto- Presented staff report.

Member Crist- So if it's approved it is only approved if the conditions are met?

Staff Charles- That is correct.

Chair Germann-If you make that part of the motion contingent on option one based on the above.

MEMBER ANLIKER MADE A MOTION TO RECOMMEND APPROVAL OF STONE CREEK STATION ADDITION FINAL PLAT PER STAFF RECOMMENDATION ALTERNATIVE 1. MEMBER RUPP SECONDED THE MOTION.

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

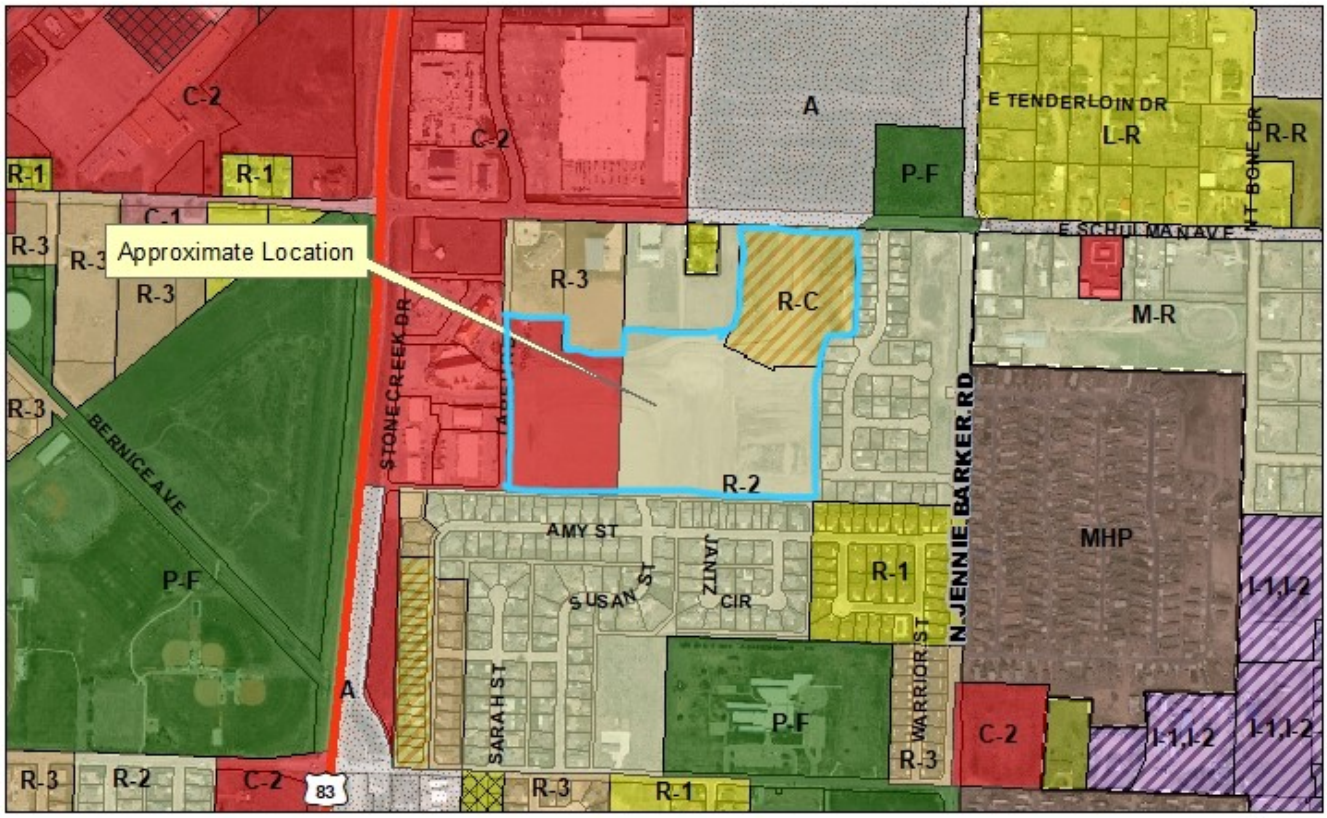
Anliker	Collins	Crockett	Crist	Germann	Glass	Michel	Randall	Rupp
Yea	Yea	Yea	Yea	Yea	Yea	Not Present	Yea	Yea

Motion passed.

7. ADJOURN

The meeting was adjourned at 10:40 A.M.

Trent Maxwell	Secretary	Vicki Germann	Chairman
Aleecya Charles	Staff	Sean Collins	Vice-Chairman



Case Number: GC2024-38
Applicant: SMH Consultants
Address: Generally located at 900 Lareu and E. Schulman
Request: Approval of the Final Plat.

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: November 5, 2024
RE: New and Renewed Contractor Licenses for November 05, 2024

ISSUE:
The Governing Body is asked to consider and approve the contractor licenses for November 05, 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 and 2025.

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

RECOMMENDATION:

Staff recommends the Governing Body approve the contractor licenses as presented.

FISCAL NOTE:
None.

ATTACHMENTS:
Contractor License November 05, 2024

CONTRACTOR LICENSE AGENDA
November 05, 2024

2024 NEW

CLASS E-SOC SPECIALIZED OTHER CONTRACTOR
YESCO LLC (Sign Installer)

CLASS L LIMITED CONTRACTOR
The Ethical Roofing Company

2024 RENEWAL

CLASS A GENERAL CONTRACTOR
Eaton Roofing & Exteriors Inc.
Place Services Incorporated

CLASS D-E ELECTRICAL CONTRACTOR
Rangel Electric LLC

CLASS D-R COMMERCIAL ROOFING CONTRACTOR
Jayhawk Roofing & Sheet Metal Inc.

CLASS E-SOC SPECIALIZED OTHER CONTRACTOR
Ron's Sign Company (Sign Installer)

2025 RENEWAL

CLASS A GENERAL CONTRACTOR
Transform SR Home Improvement Products LLC DBA Sears Home Improvement Products

CLASS B BUILDING CONTRACTOR
The Southard Corporation

CLASS C RESIDENTIAL CONTRACTOR
Transform SR Home Improvement Products LLC DBA Sears Home Improvement Products

CLASS D-E ELECTRICAL CONTRACTOR
Roger W Unruh

CLASS E-F FIRE SPRINKLER CONTRACTOR
Continental Fire Sprinkler

CLASS E-SOC SPECIALIZED OTHER CONTRACTOR

A-1 J and D Corporation DBA A-1 Sign Pro (Sign Installer)
Amerine Utilities Construction, Inc. (Excavation)
Jimco Sales & Mfg., Inc. (Framing)
Stoppel Dirt, LLC (Excavation)
T and T Landscaping LLC (Sprinkler Systems)
Taylor True Value (Fences)

CLASS L LIMITED CONTRACTOR

T and T Landscaping LLC (Backflow)

GARDEN CITY
— KANSAS —

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Kent Pottorf
DATE: October 22, 2024
RE: US Department of Energy Grant Funding

ISSUE:

The Governing Body is asked to consider and approve the US Department of Energy (DOE)/Kansas Corporation Commission (KCC) Garden City 40101d-001 Subaward Agreement.

BACKGROUND:

In December 2023, the Electric Department applied for three US DOE funding opportunities through the federal Bipartisan Infrastructure Law (BIL) from the 40101(d) Grid Resilience Grant Program and additional matching funds from the Kansas Infrastructure Hub and Build Kansas Fund. One project was awarded in the amount of $626,048 from Federal Funding and $302,590 from The Build Kansas Funding, for a total of $928,638. These funds will be used to replace underground primary and transformers for the majority of the remaining underground electric distribution system that was constructed in the 1980s and 1990s. Along with the project, these areas will be converted from one primary voltage to a higher primary voltage to provide better efficient use and reliability of the electric power consumed by our customers in the project area. We are asking the Governing Body to approve the acceptance of the funding contracts from the DOE and Build Kansas Fund and authorizing Kent Pottorf, Electric Operations Manager, and Project Coordinator, authority to sign the contracts. With further authorization to use the funds for purchasing the necessary materials and equipment to move the project forward.

ALTERNATIVES:

1. The Governing Body may choose to approve the acceptance of the grant funding contracts and authorize Kent Pottorf, Electric Operations Manager and Project Coordinator, to sign the contracts.
2. The Governing Body may choose to reject the grant funding and direct staff to find an alternative.

RECOMMENDATION:

Staff recommends the Governing body approve the acceptance of the grant funding contract and authorize, Kent Pottorf, Electric Operations Manager and Project Coordinator, to sign the grant funding contracts.

FISCAL NOTE:

Receiving these funds does not impact the Electric Department Budget. The Project Coordinator will work with Service and Finance Director Jared Kuhlman to create a separate GL code for these funds to be placed in and used for the project.

ATTACHMENTS:

Garden City 40101d-001 Subaward Agreement

THE KANSAS CORPORATION COMMISSION BIL –PREVENTING OUTAGES AND ENHANCING THE RESILIENCE OF THE ELECTRIC GRID AGREEMENT

This Agreement is entered into between the Kansas Corporation Commission ("KCC") and City of Garden City, Kansas **(**UEI: UGL6E6W4B7X9**)** ("Grantee" and collectively with KCC referred to as the "Parties").

WHEREAS, the purpose of the Department of Energy's ("DOE") BIL – Preventing Outages and Enhancing the Resilience of the Electric Grid program (Grid Resilience Grant Program) is to (1) demonstrate measurable improvements in energy resilience, (2) invest in a modernized grid infrastructure, (3) invest in clean energy, and (4) create good-paying jobs and build an equitable energy economy that prioritizes rural, underserved, and disadvantaged communities. The objective of the DOE's program is to improve the resilience of the electric grid against disruptive events.

WHEREAS, the KCC intends to support the Grid Resilience Grant Program through subgrants to eligible entities, including local distribution providers, to help fund projects that will meet the DOE's Program purpose and objective.

WHEREAS, the Grantee has applied for grant funds to improve the resiliency and reliability of its electric grid, as detailed in Section VII of this Agreement (the "Project").

WHEREAS, the KCC has determined awarding funds to Grantee will benefit the State of Kansas by providing its citizens with a more reliable electric grid especially in rural, underserved, and disadvantaged communities.

WHEREAS, the Grantee acknowledges and understands the Davis-Bacon Act ("DBA") requirements and confirms that the contracted laborers and mechanics performing work on the Project funded in whole or in part by the award made as a result of this Agreement are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determine by subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act). The Grantee acknowledges that they will comply with all of the Davis-Bacon Act requirements. The Grantee further acknowledges that they will utilize LCPTracker as required by DOE.

WHEREAS, the Grantee acknowledges and understands the Build America Buy America Act ("BABA") requirements and the Grantee acknowledges that they will comply with all of the BABA requirements therein, if applicable.

NOW, THEREFORE, the Parties agree as follows:

I. **<u>SUBAWARD DOCUMENTS AND CONFLICT PRIORITIES</u>.** The following documents are hereby incorporated and construed as part of this Agreement:

A. Contractual Provisions Attachment form (DA-146a) (Attachment A).
B. Grid Resilience Grant Special Terms and Conditions (Attachment B).
C. Grantee's Application (Attachment C).

D. Grantee's Project Budget (Attachment D).

Any conflict of the foregoing documents shall be resolved by reliance upon the documents in the order listed above.

II. **PURPOSE.** The purpose of this Agreement is to establish a contractual relationship between the KCC and Grantee to assist in the improvement of Grantee's electric grid, whereby KCC provides certain grant funds to be used solely for the Project as described in Section VII of this Agreement or, if authorized by KCC, as is otherwise consistent with this Agreement and its Attachments, the Infrastructure Investment and Jobs Act ("IIJA") Section 40101(d) as codified at42 U.S.C. 18711(d), and any applicable federal regulations and lawful guidance issued by the DOE.

III. **RECITALS.** The recitals listed on the first page of this Agreement shall be incorporated and construed as part of this Agreement.

IV. **TERM.** The term of this Agreement shall be from October 1, 2024 through September 30, 2029 (the "End Date"). Although the term of the Agreement is until September 30, 2029, the term of this Agreement may be extended, upon prior approval of the KCC and DOE, to span the amount of time necessary to complete all subaward project efforts, up to a full term of 10 years. Grantee shall strive to complete the Project within the estimated timeline of 100 weeks as set out in Grantee's project application, attached hereto. Grantee shall have a continuing duty beyond the End Date to provide reports, as set forth in Section X, retain records, as set forth in Section XI, and adhere to Sections XIV.

V. **GRANT FUNDS.** In consideration of the covenants to be provided by Grantee, KCC agrees to provide grant funds in an amount not to exceed **$626,048.74** which shall constitute the maximum amount due by KCC to Grantee under this Agreement. Grant funds will be distributed via ACH transfer. KCC is providing these grant funds to Grantee for the express purposes set forth in this Agreement, its Attachments and any subsequent amendments. Allowable expenditures of grant funds are limited to those expenditures which are consistent with Section 40101(d) of the IIJA and this Agreement and any subsequent amendments. Grantee shall comply with all applicable state and federal laws, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200, as amended by 2 CFR Part 910), the provisions of this Agreement, and additional directions provided by KCC or lawful guidance issued by the U.S. Department of Energy.

VI. **PAYMENT PROCEDURES.**

A. Requesting Advances. Grantee may submit requests as frequently as required to meet the needs to disburse funds for the Federal share of project costs. Before funds are disbursed, Grantee must provide to KCC for approval, all invoices, payroll, and proof of cost match. Upon approval, the KCC shall distribute requested funds within 60 days of receipt of the request and all necessary

supporting documents. The KCC may withhold disbursement of funds, if the Grantee is not compliant with any federal guidelines and reporting requirements.

B. Cost Match. Grantee is required to cost match the KCC's 15% of the federal funds dispersed. In addition, the Grantee is also required to cost match the DOE's one-third of the federal funds disbursed. Based upon the maximum amount of grant funds to be awarded to Grantee in Section V of this Agreement, Grantee's agrees to provide cost match funds in an amount not less than **$302,590.20**. By accepting federal funds under this award, the Grantee is liable for the cost match percentage of total expenditures incurred, even if the project is terminated early or is not funded to its completion. If Grantee discovers that it may be unable to provide the required cost match under this award, the Grantee should immediately provide written notification to KCC indicating whether the Grantee will continue or phase out the project. If Grantee plans to continue the project, the notification must describe how replacement cost matching will be secured.

C. Grantee must adhere to the Grantee's Project Budget, attached hereto as Attachment C, and obtain prior written approval from the KCC for changes in any budget line item or the addition and/or removal of a budget line item. The Grantee shall not make any changes to the scope or nature of this Project without written approval by the KCC, even in the event of a change due to unforeseeable changes of circumstance or acts of nature.

VII. **PROJECT DESCRIPTION/ SCOPE OF WORK.** The scope of the work includes the replacement of the XLPE cable in the project area with a 2" HDPE duct, which will house the new ethylene propylene rubber (EPR) insulated jacketed primary 15kV rated cable and replace all pad-mounted dead-front transformers. All pad-mounted transformer pads will also be replaced. Voltage will be converted to 7,200/12,470 primary voltage.

VIII. **FEDERAL AWARD.** The table below contains information required by Appendix II of the Uniform Administrative Regulations, Costs Principles, and Audit Requirements for Federal Awards - 2 CFR Part 200.

Subrecipient Information:	
Name of Entity	Garden City, Kansas
Address	140 Harvest St, Garden City, Kansas 67846
Unique Entity Identifier (UEI-formally DUNS)	UGL6E6W4B7X9
Federally Approved Indirect Cost Rate (if applicable)	N/A
Grant/Award Information:	
Grant Award Number (issued by State Agency)	KCC - 40101d-001
Modification/Amendment Number (if any)	N/A
Project Name/Description	NE Underground Replacement

Project Code (if applicable)	N/A
Performance Start and End Dates (for subaward)	October 1, 2024 – September 30, 2029
Budget Period (if different than performance dates)	October 1, 2024 – September 30, 2029
Amount Obligated	$626,048.74
Total Grant/Award amount	$626,048.74
Research and Development Award Yes/No	No
Assistance Listing Title	Grid Resilience Grant Program
Assistance Listing/CFDA Number	81.254
Federal Awarding Agency	Grid Deployment Office (GD), U.S. Department of Energy
Federal Award Identification Number	DE-GD0000017
Federal Award Date (date awarded to State Agency)	July 5, 2023

IX. **COVENANTS OF GRANTEE.** In consideration of the grant funds referenced in Section V, Grantee shall satisfy the covenants set forth in this Agreement. This shall include, but is not limited to, the following:

A. Use grant funds for eligible Project Description and Scope of Work as described in Section VII of this Agreement.

B. Adhere to the Project timeline included in Grantee's Application and complete the Project by the End Date.

D. Adhere to the Grantee's Project Budget, attached hereto as Attachment C, and obtain prior written approval from the KCC for changes in any budget line item or the addition and/or removal of a budget line item. The Grantee shall not make any changes to the scope or nature of this Project without written approval by the KCC, even in the event of a change due to unforeseeable changes of circumstance or acts of nature.

E. KCC/DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Grantee and Grantee's contractors must provide reasonable access to facilities, office spaces, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay work.

F. Maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

1. Accounting: including separation of duties, internal controls for

transactions, documentation requirements to substantiate expenses and meets generally accepted accounting principles.
2. Grant program compliance/management: including systems, staffing and reporting.

The KCC reserves the right to review all business systems policies.

G. Not supplant grant funding for Project expenses where Grantee has received and utilized financial assistance for those same Project expenses from another local, state, or federal source that exceeds the need for financial assistance.

H. Comply with all other provisions set forth within this Agreement, the Attachments and any subsequent amendments.

I. Maintain an active registration with SAM.gov.

J. Attest it has read and understand the federal grant requirements laid out in 2 CFR 200.

K. Attest it has read and understands the requirements of the DBA, and ensures that the employee(s) that are responsible for ensuring the Grantee is compliant with the DBA will undergo DBA compliance training and maintain competency in DBA compliance.

L. Attest it will utilize LCPTracker for DBA compliance and ensures that all contractors and subcontractors comply with DBA. Grantee further attests that it will ensure all necessary staff and any contractors and subcontractors attend the 4 hours of training by DOE for LCPTracker.

M. Attest it has read and understands the requirements of Build America, Buy America.

N. Attest it will ensure that any contractors and subcontractors comply with the federal guidelines and federal grant requirements outlined in the Grid Resilience Grant Special Terms and Conditions. Grantee further attests it is ultimately responsible for compliance of said guidelines, even if the Grantee retains any contractor and subcontractors.

O. Attest it has read and understands the federal grant requirements outlined in the Grid Resilience Grant Special Terms and Conditions (*see* Attachment B).

P. Include and pass-down all applicable and appropriate guidance, rules, regulations and terms of this Agreement in any sub-award or contract funded by these grant funds.

Q. Obtain disposition instructions from the KCC when the Project is no longer

needed or used for the purposes as described in this Agreement.

X. **REPORTING.** Grantee shall provide quarterly and annual financial and narrative project reports detailing the use of the grant funds consistent with the Project as presented in the Grantee's Application. Grantee's reports shall identify all grant funds remaining to be spent, project progress and outcome of the Project. Project details shall include sufficient information to meet the requirements of the DOE's required reports. The quarterly financial and narrative reports that are required by DOE shall be submitted to the KCC on the 15th of October, January, April, and July. Grantee shall provide all such further information or reports as may be requested by the KCC and DOE. All quarterly and annual financial and narrative project reports, and the final close-out report shall be provided to the KCC, Energy Division Director, Rick Pemberton, at Rick.Pemberton@ks.gov and the KCC, Grant Specialist, at Abigail.Emery@ks.gov.

Grantee shall provide a final close-out report within thirty (30) days of the end and/or completion of the Project, with supporting documentation and verification of complete expenditure of all funds, in a form reasonably requested by the KCC at the conclusion of the Project. At the sole discretion of the KCC, additional reports after the final close-out report may be required.

XI. **RECORD RETENTION.** Grantee shall create, maintain and preserve sufficient records to demonstrate their compliance with the requirements of this Agreement and the requirements under the Infrastructure Investment and Jobs Act ("IIJA") Section 40101(d). Grantee shall provide such records to the KCC promptly upon written request by the KCC. Such records shall be maintained not less than five (5) years after the termination of this Agreement.

XII. **DEFAULT.** The KCC, in its discretion, may declare Grantee in default under this Agreement upon the occurrence any of the following:

A. Grantee's failure to complete the Project or apply the grant funds to the purposes set forth in Section II and Section VII of this Agreement without the prior written consent of the KCC.

B. Grantee's failure to ensure grant funds are applied as outlined in Grantee's Application, which is incorporated into this Agreement (Attachment C).

C. Grantee's failure to timely provide reports required under Section X of this Agreement.

D. Grantee's failure to comply with the covenants as set for in Section IX of this Agreement.

E. Grantee's failure to otherwise satisfy, in any manner, any of the other obligations of Grantee as set forth in Section VIIII or any other part of this Agreement and

its Attachments, Grantee's Application, or any subsequent amendments.

F. The KCC reserves the right to reject any use of the grant proceeds which it determines, in its sole and exclusive discretion, does not meet the criteria under the Infrastructure Investment and Jobs Act ("IIJA") Section 40101(d), the U.S. Department of Energy guidelines and interpretations, both current and as may be amended and supplemented in the future, associated with disbursement of funds under the Infrastructure Investment and Jobs Act ("IIJA") Section 40101(d).

In the event of a default under this Section, the KCC may provide Grantee with written notice of default and an opportunity to cure such default. If the default has not been resolved within thirty (30) days of the initial notice of default, then the KCC, at its option, may terminate this Agreement and shall require any or all grant funds previously provided by KCC be repaid by Grantee and/or not provide any remaining grant funds to Grantee.

XIII. TERMINATION. The KCC may terminate this Agreement without cause for any reason, in whole or in part, upon thirty (30) days written notice before the End Date. The KCC may also terminate this Agreement, in whole or in part, if Grantee has failed to comply with the conditions of this Agreement, Grantee's Application, or subsequent amendments. If this Agreement is terminated by the KCC, Grantee shall return to the KCC any unexpended grant funds within seven (7) days and provide a final report within forty-five (45) days after receiving notice of termination. Termination shall be effective as of the date specified in the notice.

XIV. REPAYMENT. Grantee may be required to return grant funds in the case of default consistent with Section XII or termination consistent with Section XIII. Grantee shall also be required to repay any Infrastructure Investment and Jobs Act ("IIJA") Section 40101(d) funds granted under this Agreement that remain unspent. The KCC reserves the right to determine the eligibility of the use of grant funds and shall reserve the right to take expended or unexpended funds back from the Grantee for those uses of said funds that are considered ineligible pursuant this Agreement, any subsequent amendments, and the Grantee's Application and reallocate part or all of said funds prior to the End Date.

XV. NOTICES. All notices, demands, requests, approvals, reports, instructions, or other communications which may be required or desired to be given by either party shall be in writing and shall be made either by personal delivery, United States Mail, postage prepaid, or electronic mail (email). Properly addressed notice shall be presumed to be delivered on the third business day subsequent to the mailing date. If such notice is sent by email, notice shall be presumed to be received when sent.

A. Notices to the KCC shall be addressed as follows:

Kansas Corporation Commission

Attn: Rick Pemberton, Energy Director &
Abigail Emery, Grant Specialist
1500 SW Arrowhead Road
Topeka, KS 66604-4027
Phone: (785) 213-8513
Email: rick.pemberton@ks.gov
abigail.emery@ks.gov

B. Notices to Grantee shall be addressed as follows:

Garden City, Kansas
140 Harvest St
Garden City, Kansas
Phone: (620) 276-1290
Attn: Kent Pottorf
Email: kent.pottorf@gardencityks.us

XVI. INDEPENDENT CONTRACTOR/GRANTEE. All parties hereto, in the performance of this Agreement, will be acting separately in their respective legal capacities and not as agents, employees, partners, joint venturers in a joint venture, or as associates of one another. Employees or agents of one party shall not be named or construed to be the employees or agents of the other party for any purpose whatsoever.

XVII. ASSURANCES. Grantee certifies that Grantee is an organization in good standing under the laws of the State of Kansas, is not the subject of any ongoing or pending bankruptcy proceedings and does not intend to file for protection under the bankruptcy laws of the United States, has the legal authority to apply for federal funding under the Infrastructure Investment and Jobs Act ("IIJA") Section 40101(d) and is in compliance and will remain in compliance with all eligibility requirements and state and federal laws applicable to this Agreement.

XVIII. SEVERABILITY. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

XIX. ASSIGNMENT. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the KCC, Grantee and their respective permitted successors and assigns provided that this Agreement may not be assigned by Grantee without the express written consent of the KCC.

XX. WAIVER. In the event of breach of Agreement, or any provision thereof, the failure of the KCC to exercise any of its rights or remedies under this Agreement shall not be construed as a waiver of any such provision of the Agreement breached or as acquiescence in the breach. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity.

XXI. MODIFICATIONS. Any amendment to this Agreement will not be effective without the express written agreement of all parties, except that in the event of changes in any

applicable federal and state statutes, regulations, or guidance regarding the use of grant funds, this Agreement shall be deemed to be amended when the statutory requirements for use of grant funds are changed or when required to comply with any law or guidance so amended. Such deemed amendments shall be effective as of the effective date of the statutory or regulatory change or the date the guidance is issued.

XXII. INDEMNIFICATION. The Parties agree that where the KCC may rely upon the certification of the Grantee that such expenses for which Grantee shall use the grant proceeds meet the requirements of the Infrastructure Investment and Jobs Act ("IIJA") Section 40101(d) and where the U.S. Department of Energy, or any other person, official, or department which is charged with the auditing and review of expenditures of these Infrastructure Investment and Jobs Act ("IIJA") Section 40101(d) funds determines that such use was not permitted under Infrastructure Investment and Jobs Act ("IIJA") Section 40101(d), Grantee agrees to indemnify, reimburse and make whole the KCC for any funds which the United States Government or its agencies seeks to recoup or collect, either by litigation, or by withholding other federal funds owed to the KCC or the State of Kansas. Grantee further agrees to indemnify, reimburse, or make whole the KCC or the State of Kansas for any penalties associated with the federal government seeking to recoup the expended Infrastructure Investment and Jobs Act ("IIJA") Section 40101(d) funds which the KCC disbursed to Grantee.

XXIII. CONTRACTUAL PROVISIONS ATTACHMENT (DA-146a). The provisions found in the Contractual Provisions Attachment A (Form DA-146a), which is attached hereto and executed by the parties to this Agreement, are hereby incorporated in this Agreement and made a part hereof.

XXIV. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Kansas.

KANSAS CORPORATION COMMISSION
1500 SW Arrowhead Road
Topeka, KS 66604-4027
Phone: (785) 213-8513

_____
Rick Pemberton, Energy Director

GARDEN CITY, KANSAS
140 Harvest St
Garden City, KS 67846
Phone: (620) 276-1290

_____ _____
Signature Printed Name and Title

State of Kansas
Department of Administration
DA-146a (Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

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

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the
_____day of _____,2024 .

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Kansas Corporation Commission, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any

contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.).*

5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.)* and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.)* and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.)* (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.),* the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*

12. **The Eleventh Amendment:** The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment.

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

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LEGAL AUTHORITY AND EFFECT (JUNE 2015)

(a) A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

(b) Recipients are free to accept or reject the award. A request to draw down DOE funds constitutes the Recipient's acceptance of the terms and conditions of this Award.

RESOLUTION OF CONFLICTING CONDITIONS

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator for guidance.

AWARD AGREEMENT TERMS AND CONDITIONS (DECEMBER 2014) (NETL – APRIL 2024)

This assistance agreement consists of the Assistance Agreement Cover Page and Award Terms and Conditions, plus the following:

a. Special terms and conditions.
b. Attachments:

Attachment No.	Title
1	Intellectual Property Provisions
2	Statement of Project Objectives
3	Federal Assistance Reporting Checklist

c. Applicable program regulations: NONE
d. DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at http://www.eCFR.gov.
e. Research Terms and Conditions and the DOE Agency Specific Requirements at http://www.nsf.gov/bfa/dias/policy/rtc/index.jsp (if the Award is for research and the Award is to a university or non-profit).
f. Application/proposal as approved by DOE.
g. National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at https://www.nsf.gov/awards/managing/rtc.jsp.
h. Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL)

FLOW DOWN REQUIREMENT

The Recipient agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate), as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all subrecipients (and subcontractors, as appropriate), and to require their strict compliance therewith.

CONFERENCE SPENDING (FEBRUARY 2015)

The recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant or cooperative agreement was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed $20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

PAYMENT PROCEDURES - REIMBURSEMENT THROUGH THE AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM

a. Method of Payment. Payment will be made by reimbursement through the Department of Treasury's ASAP system.

b. Requesting Reimbursement. Requests for reimbursements must be made through the ASAP system. Your requests for reimbursement should coincide with your normal billing pattern, but not more frequently than every two weeks. Each request must be limited to the amount of disbursements made for the federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.

c. Adjusting payment requests for available cash. You must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE/NNSA.

d. Payments. All payments are made by electronic funds transfer to the bank account identified on the ASAP Bank Information Form that you filed with the U.S. Department of Treasury.

COST MATCH

a. “Cost Matching” for the non-federal share is calculated as a percentage of the Federal funds only, rather than the Total Project Cost. The Total Project Cost is the sum of the Government share and Recipient match. The Recipient's cost match must come from non-Federal sources unless otherwise allowed by law.

Each Recipient is required to match 15 percent of their allocation. In addition, eligible entities performing resilience projects are required to provide a 100 percent cost match, unless the eligible entity sells not more than 4,000,000 megawatt hours of electricity per year, then the eligible entity is required to provide a one-third cost match.

By accepting federal funds under this award, the Recipient is liable for the cost match percentage of total expenditures incurred, even if the project is terminated early or is not funded to its completion.

b. If the Recipient discovers that you may be unable to provide the required cost matching under this award, the Recipient should immediately provide written notification to the DOE Award Administrator indicating whether the Recipient will continue or phase out the project. If you plan to continue the project, the notification must describe how replacement cost matching will be secured.

c. The Recipient must maintain records of all project costs that you claim as cost match, including in-kind costs, as well as records of costs to be paid by DOE/NNSA. Such records are subject to audit.

d. Failure to provide the cost matching required by this term may result in the subsequent recovery by DOE of some or all the funds provided under the award.

REBUDGETING AND RECOVERY OF INDIRECT COSTS - REIMBURSABLE INDIRECT COSTS AND FRINGE BENEFITS

a. If actual allowable indirect costs are less than those budgeted and funded under the award, you may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government's share of total allowable costs (i.e., direct and indirect), is less than the total costs reimbursed, you must refund the difference.

b. Recipients are expected to manage their indirect costs. DOE will not amend an award solely to provide additional funds for changes in indirect cost rates. DOE recognizes that the inability to obtain full reimbursement for indirect costs means the recipient must absorb the underrecovery. Such underrecovery may be allocated as part of the organization's required cost sharing.

PRE-AWARD COSTS

You are entitled to reimbursement for costs incurred on or after May 3, 2022, if such costs are allowable in accordance with the applicable Federal cost principles referenced in 2 CFR part 200 as amended by 2 CFR part 910 and meet the following requirements:

- Cost incurred must be for technical assistance and administrative expenses only;
- Amount incurred is limited to no more than 5% of the Federal allocation amount; and
- Amount incurred is limited to no more than the required 15% cost match of the total Federal allocation amount.

USE OF PROGRAM INCOME - ADDITION

If you earn program income during the project period as a result of this award, you may add the program income to the funds committed to the award and use it to further eligible project objectives.

ANNUAL ALLOCATION REQUEST

The Recipient shall submit their annual allocation request in accordance with the instructions provided in the Reporting Requirements Checklist attached to this award. The Annual Allocation Request must be submitted to the DOE Program Manager whose name is in Block 15 of the Award Agreement and the DOE Award Administrator whose name is identified on Page 2 of the Assistance Agreement cover page.

The Annual Allocation Request must include the following information:

- SF 424 reflecting the current year allocation and cost match amounts.
- Cost Match Information for current year allocation.
    - Cost Match Value
    - Identify the source/organization of the proposed cost match.
    - Type of Cost Match (cash or in-kind)
    - Provide a description of their proposed cost match.
- Program Narrative – copy of current Program Narrative if there are no changes or an updated Program Narrative to reflect any changes. If changes have occurred, a Public Notice and Hearing must be documented in the updated Program Narrative.

RESILIENCE PROJECT AND SUBAWARD/SUBCONTRACT NOTIFICATION

For all resilience project subawards and any other subaward over $250,000, the Recipient must notify the DOE Contracting Officer and Project Officer in writing prior to the execution of new or modified subawards/subcontracts. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR 200, nor does it relieve the

Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

The Recipient is responsible for making a final determination to award or modify subawards/subcontracts under this agreement, but the Recipient may not proceed with the subaward/subcontract until the DOE determines, and provides the Recipient written notification, that the information provided is adequate.

In order to satisfy this notification requirement, Recipient documentation must, at a minimum, include the following:

(a) Recipient confirms that the subawardee:

(i) is an eligible entity type identified in BIL section 40101(a)(2);

(ii) is a domestic entity; to qualify as a domestic entity, the entity must be organized, chartered or incorporated (or otherwise formed) under the laws of a particular state or territory of the United States; have majority domestic ownership and control; and have a physical place of business in the United States;

(iii) is not a debarred or a suspended entity; and

(iv) will pay all of the laborers and mechanics performing construction, alteration, or repair work in excess of $2,000 on projects funded directly by or assisted in whole or in part by and through funding under the award, wages at rates not less than those prevailing on projects of a character similar in the locality as determined by subchapter IV of Chapter 1 of Title 40, United State Code commonly referred to as the "Davis-Bacon Act" (DBA).

(b) Recipient confirms that:

(i) the process undertaken to solicit the subaward/subcontract complies with their written procurement procedures as outlined in 2 CFR 200.318;

(ii) the proposed work to be done is an eligible activity identified in BIL Section 40101(e)(1);

(iii) the proposed subaward effort is consistent with the Program Narrative being executed under the award;

(iv) the primary purpose of the proposed project is not cyber security but that the implementation of the proposed project will adhere to any applicable cybersecurity requirements, and where possible, best practices in deploying technologies under their subaward;

(v) no planned, actual or apparent conflict of interest exists between the Recipient and the selected subawardee/subcontractor and that the Recipient's written standards of conduct were followed;

(vi) as applicable, subaward/subcontracts address the Small Utilities Set Aside requirement set forth in BIL Section 40101(d)(6); and

(vii) all required award provisions will be flowed down in the resulting subaward/subcontract.

(c) Recipient provides:

(i) SF-424A Budget Information form and Budget Justification form for all resilience project subawards; and any other subaward over $250,000;

(ii) a completed Environmental Questionnaire covering the subaward activity;

(iii) cost match commitment letter from the eligible entity committing to meet the cost matching as required in BIL Section 40101(h);

(iv) the proposed metrics that will be collected and reported in the Quarterly Progress Report to measure and demonstrate the beneficial impact of the resilience project on the resilience of the grid and to the community served;

(v) listing of Foreign Nationals for subrecipients/eligible entities and technical assistance contractors in accordance with the Foreign National Participation – Approval term;

(vi) Performance of Work in the United States waiver (if applicable);

(vii)Buy America for Infrastructure Projects waiver (if applicable);

(viii)Domestic entity waiver for subrecipients (if applicable); and

(ix) a summary/brief description of any application, similar in nature, submitted by the proposed subawardee to the DOE under BIL Section 40101(c), DE-FOA-0002740, Grid Resilience and Innovation Partnerships (GRIP).

If a State or Indian Tribe petitions the Secretary to be designated as an eligible entity for the purpose of executing a resilience project, it must provide both the 15% cost match for the entire allocation made by DOE to the State or Tribe (see BIL section 40101(d)(8)) and the project specific cost match requirement of 100% or 1/3 (see BIL section 40101(h)).

REPORTING

Reporting requirements are identified on the Federal Assistance Reporting Checklist and Instructions, DOE F 4600.2, attached to the award agreement. Additional reporting requirements apply to projects funded by BIL. As part of tracking progress toward key Departmental goals – ensuring justice and equity, creating jobs, boosting domestic manufacturing, reducing greenhouse gas emissions, and advancing a pathway to private sector – DOE may require specific data collection. Examples of data that may be collected include:

- project locations,
- measurable improvements of resilience,
- transmission capacity upgraded, expanded, or built,
- electricity storage capacity installed,
- funding leveraged,
- stakeholders engaged,
- technical assistance provided, and
- value of contracts or agreements with minority owned business for supplies, services, or equipment.

Recipients must maintain sufficient records to substantiate this information upon request.

FOREIGN NATIONAL PARTICIPATION – APPROVAL REQUIRED (APRIL 2024)

If the Recipient (including any of its subrecipients and contractors) anticipates involving foreign nationals in the performance of this award, the Recipient must provide DOE with specific information about each foreign national to ensure compliance with the requirements for foreign national participation and access approvals. The volume and type of information required may depend on various factors associated with the award.

Approval for foreign nationals in Principal Investigator/Co-Principal Investigator roles, from countries of risk (i.e., China, Iran, North Korea, and Russia), and from countries identified on the U.S. Department of State's list of State Sponsors of Terrorism (https://www.state.gov/state-sponsors-of-terrorism/) must be obtained from DOE before they can participate in the performance of any work under this award.

A "foreign national" is defined as a person without United States citizenship or nationality (may include a stateless person). DOE may elect to deny a foreign national's participation in the award. Likewise, DOE may elect to deny a foreign national's access to a DOE sites, information, technologies, equipment, programs, or personnel. DOE's determination to deny participation or access is not appealable.

The Recipient must include this term in any subaward and in any applicable contractual agreement(s) associated with this award.

STATEMENT OF FEDERAL STEWARDSHIP

DOE/NNSA will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

SITE VISITS

DOE/NNSA's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your subrecipients to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

CATEGORICAL EXCLUSION (CX) – Initial Application

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of federal funds. Based on the initial information provided by the Recipient, DOE has made a NEPA determination by issuing a CX, thereby **authorizing use of funds for technical assistance and administrative project activities only.**

NEPA review and approval of proposed resilience project activities are required as per the Resilience Project and Subaward/Subcontract Notification Term. If any of the proposed projects are likely to require an Environmental Assessment (EA) or Environmental Impact Statement (EIS), the DOE NEPA Compliance Officer will provide further guidance. Should the recipient elect to undertake activities prior to authorization from the DOE, the Recipient is doing so at risk and such costs may not be authorized and recognized as allowable cost.

FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

You must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

ELIGIBLE ENTITY PRIORITIZATION – 40101(d)(5)

In making subawards to eligible entities using funds made available under the program, the Recipient shall give priority to projects that, in the determination of the Recipient, will generate the greatest community benefit (whether rural or urban) in reducing the likelihood and consequences of disruptive events.

SMALL UTILITIES SET ASIDE – 40101(d)(6)

The Recipient shall ensure that, of the amounts made available to eligible entities, the percentage made available to eligible entities that sell not more than 4,000,000 megawatt hours of electricity per year is not less than the percentage of all customers in the Recipient State or Indian Tribe (as applicable) that are served by those eligible entities.

TECHNICAL ASSISTANCE AND ADMINISTRATIVE EXPENSES – 40101(d)(7)

Of the amounts made available to the Recipient under the program each fiscal year, the Recipient may use not more than 5 percent for technical assistance (*see* BIL Section 40101(g)(1)(A)) and administrative expenses associated with the program.

NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

INSURANCE COVERAGE (DECEMBER 2014)

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds.

REAL PROPERTY – GRID RESILIENCE

Acquisition of land or easements is not permitted under this grant program. Improvements to real property for the purpose of grid hardening or resilience is not considered acquisition of real property for the purpose of this grant program, and therefore may be permitted.

EQUIPMENT (DECEMBER 2014) (NETL - MAY 2024)

Subject to the conditions provided in 2 CFR 200.313 and 2 CFR 910.360 (as applicable), title to equipment (property) acquired under a Federal award will vest conditionally with the non-Federal entity.

The non-Federal entity cannot encumber this property or permit encumbrance without prior written approval by the DOE Contracting Officer and must follow the requirements of 2 CFR 200.313 before disposing of the property.

States must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by the Federal awarding agency in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from the Federal awarding agency or pass-through entity. However, pursuant to the FY23 Consolidated Appropriations Act (Pub. L. No. 117-328), Division D, Title III, Section 309, the Secretary, or a designee of the Secretary may, at their discretion, vest unconditional title or other property interests acquired under this project regardless of the fair market value of the property at the end of the award period.

Subject to the vesting of any property pursuant to Section 309 of the FY23 Consolidated Appropriations Act (Pub. L. No. 117-328), Division D, Title III, disposition will be made as follows: (a) items of equipment with a current fair market value of $5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the Federal awarding agency; (b) non-Federal entity may retain title or sell the equipment after compensating the Federal awarding agency as described in 2 CFR 200.313(e)(2); or (c) transfer title to the Federal awarding agency or to an eligible third Party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 200.439 Equipment and other capital expenditures.

See 2 CFR 910.360 for supplemental requirements for Equipment for for-profit Recipients.

SUPPLIES (DECEMBER 2014)

See 2 CFR Part 200.314 for requirements pertaining to supplies acquired under a Federal award.

See also § 200.453 Materials and supplies costs, including costs of computing devices.

CONTINUED USE OF REAL PROPERTY AND EQUIPMENT (OCTOBER 2022)

Real property and equipment purchased with project funds (federal share and recipient cost share) under this Award are subject to the requirements at 2 CFR 200.311, 200.313, and 200.316 (non-Federal entities, except for-profit entities) and 2 CFR 910.360 (for-profit entities). The Recipient may continue to use the real property and equipment after the conclusion of the award period of performance so long as the Recipient:

a. Continues to use the property for the authorized project purposes;
b. Complies with the applicable reporting requirements and regulatory property standards;
c. As applicable to for-profit entities, UCC filing statements are maintained; and
d. Submits a written Request for Continued Use for DOE authorization, which is approved by the DOE Contracting Officer.

The Recipient must request authorization from the Contracting Officer to continue to use the property for the authorized project purposes beyond the award period of performance ("Request for Continued Use"). The Recipient's written Request for Continued Use must identify the property and include: a summary of how the property will be used (must align with the authorized project purposes); a proposed use period (e.g., perpetuity, until fully depreciated, or a calendar date where the Recipient expects to submit disposition instructions); acknowledgement that the recipient shall not sell or encumber the property or permit any encumbrance without prior written DOE approval; current fair market value of the property; and an Estimated Useful Life or depreciation schedule for equipment.

When the property is no longer needed for authorized project purposes, the Recipient must request disposition instructions from DOE. For-profit entity disposition requirements are set forth at 2 CFR 910.360. Property disposition requirements for other non-federal entities are set forth in 2 CFR 200.310-200.316.

PROPERTY TRUST RELATIONSHIP (DECEMBER 2014)

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved.

See 2 CFR Part 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

INSOLVENCY, BANKRUPTCY OR RECEIVERSHIP

The Recipient must include the insolvency, bankruptcy or receivership term in any for-profit/non-profit sub-award(s), at any tier.

a. You shall immediately notify the DOE of the occurrence of any of the following events: (i) you or your parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act; (ii) your consent to the institution of an involuntary case under the Bankruptcy Act against you or your parent; (iii) the filing of any similar proceeding for or against you or your parent, or its consent to, the dissolution, winding-up or readjustment of your debts, appointment of a

receiver, conservator, trustee, or other officer with similar powers over you, under any other applicable state or federal law; or (iv) your insolvency due to your inability to pay your debts generally as they become due.

b. Such notification shall be in writing and shall: (i) specifically set out the details of the occurrence of an event referenced in paragraph a; (ii) provide the facts surrounding that event; and (iii) provide the impact such event will have on the project being funded by this award.

c. Upon the occurrence of any of the four events described in the first paragraph, DOE reserves the right to conduct a review of your award to determine your compliance with the required elements of the award (including such items as cost share, progress towards technical project objectives, and submission of required reports). If the DOE review determines that there are significant deficiencies or concerns with your performance under the award, DOE reserves the right to impose additional requirements, as needed, including (i) change your payment method; or (ii) institute payment controls.

d. Failure of the Recipient to comply with this term may be considered a material noncompliance of this financial assistance award by the Contracting Officer.

PERFORMANCE OF WORK IN UNITED STATES

The Recipient agrees that at least **100%** of the direct labor cost for the project (including subrecipient labor) shall be incurred in the United States, unless the Recipient can demonstrate to the satisfaction of the DOE that the United States economic interest will be better served through a greater percentage of the work being performed outside the United States.

REPORTING SUBAWARD AND EXECUTIVE COMPENSATION (SEPTEMBER 2023)

a. Reporting of first-tier subawards.

1. Applicability. Unless the Recipient is exempt as provided in paragraph d. of this award term, the Recipient must report each action that equals or exceeds $30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. Where and when to report.

   i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to http://www.fsrs.gov.
   ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. The Recipient must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. Applicability and what to report. The Recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if

   i. The total Federal funding authorized to date under this Federal award is $30,000 or more as defined in 2 CFR 170.320;
   ii. In the preceding fiscal year, the Recipient received:

a) 80 percent or more of the Recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
b) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at https://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. The Recipient must report executive total compensation described in paragraph b.1. of this award term:

i. As part of the Recipients registration profile at https://www.sam.gov.
ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of total compensation of subrecipient executives.

1. Applicability and what to report. Unless the Recipient is exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, the Recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

i. In the subrecipient's preceding fiscal year, the subrecipient received;

a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
b) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at https://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. The Recipient must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient
ii. By the end of the month following the month during which the Recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the Recipient must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, the Recipient had gross income, from all sources, under $300,000, it is exempt from the requirements to report:

i. Subawards, and
ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. *Federal Agency* means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
2. *Non-Federal entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;
ii. A foreign public entity;
iii. A domestic or foreign nonprofit organization; and
iv. A domestic or foreign for-profit organization;

3. *Executive* means officers, managing partners, or any other employees in management positions.

4. *Subaward*:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this award and that the recipient awards to an eligible subrecipient.
ii. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
iii. A subaward may be provided through any legal agreement, including an agreement that the Recipient or a subrecipient considers a contract.

5. *Subrecipient* means a non-Federal entity or Federal agency that:

i. Receives a subaward from the Recipient under this award; and
ii. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS

A. Requirement for System for Award Management (SAM) Unless exempted from this requirement under 2 CFR 25.110, the prime recipient must remain registered and maintain current information in SAM for the entire period of performance of the award. This includes providing information on the prime recipient's immediate and highest-level owner and subsidiaries, as well as on all of its predecessors that have been awarded a Federal contract or Federal financial assistance agreements within the last three years, if applicable, until the prime recipient submits the final financial report required under this award or receives the final payment, whichever is later. This requires the prime recipient to review its information in SAM at least annually after the initial registration, and to update its information as soon as there are changes. Reviews and updates may be required more frequently due to changes in recipient information or as required by another award term.

B. Requirement for Unique Entity Identifier

If authorized to make subawards under this award, the prime recipient:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward until the entity has provided its unique entity identifier to the prime recipient.

2. Must not make a subaward to an entity unless the entity has provided its unique entity identifier to the prime recipient. Subrecipients are not required to obtain an active SAM registration but must obtain a unique entity identifier.

C. Definitions

For purposes of this term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at https://www.sam.gov).

2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.

3. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following for purposes of this part:

a. A foreign organization;

b. A foreign public entity;

c. A domestic for-profit organization; and

d. A Federal agency.

4. Subaward has the meaning given in 2 CFR 200.1.

5. Subrecipient has the meaning given in 2 CFR 200.1.

FINAL INCURRED COST AUDIT (DECEMBER 2014)

In accordance with 2 CFR Part 200 as amended by 2 CFR Part 910, DOE reserves the right to initiate a final incurred cost audit on this award. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

INDEMNITY

The Recipient must include the following indemnity provision in any sub-awards to eligible entities performing the resilience projects at any tier:

The Recipient shall indemnify the Government and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of Government officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

LOBBYING RESTRICTIONS (MARCH 2012)

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

CORPORATE FELONY CONVICTION AND FEDERAL TAX LIABILITY ASSURANCES (MARCH 2014)

By entering into this agreement, the undersigned attests that Kansas Corporation Commission has not been convicted of a felony criminal violation under Federal law in the 24 months preceding the date of signature.

The undersigned further attests that Kansas Corporation Commission does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

For purposes of these assurances, the following definitions apply:

A Corporation includes any entity that has filed articles of incorporation in any of the 50 states, the District of Columbia, or the various territories of the United States [but not foreign corporations]. It includes both for-profit and non-profit organizations.

NONDISCLOSURE AND CONFIDENTIALITY AGREEMENTS ASSURANCES (JUNE 2015)

(1) By entering into this agreement, the undersigned attests that Kansas Corporation Commission does not and will not require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contactors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The undersigned further attests that does not and will not use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

a.‘‘These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.’’

b. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

c. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE (DECEMBER 2015)

a. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

b. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

2. Reached its final disposition during the most recent five-year period; and

3. Is one of the following:

(A) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(C) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

(D) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

c. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

d. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

e. Definitions

For purposes of this award term and condition:

1. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or A. Reporting of Matters Related to Recipient Integrity and Performance.

2. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

3. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(A) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(B) The value of all expected funding increments under a Federal award and options, even if not yet

EXPORT CONTROL (APRIL 2024)

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as "Export Controls." The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under the award.

The Recipient must immediately report to DOE any export control changes, indictments, convictions, and violations related to the project funded under this Award and any export control investigations potentially implicating any technologies or equipment under the subject Award, at the recipient or subrecipient level, and if the charge/indictment/investigation results in a conviction or violation, provide the corrective action(s) to prevent future violations.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (APRIL 2024)

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain;

(3) Exercise an option to procure; or

(4) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

PROHIBITION RELATED TO FOREIGN GOVERNMENT-SPONSORED TALENT RECRUITMENT PROGRAMS (MARCH 2023)

A. Prohibition

Persons participating in a *Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk* are prohibited from participating in this Award. The Recipient must exercise ongoing due diligence to reasonably ensure that no individuals participating on the DOE-funded project are participating in a *Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk*. Consequences for violations of this prohibition will be determined according to applicable law, regulations, and policy. Further, the Recipient must notify DOE within five (5) business days upon learning that an owner of the Recipient or subrecipient or individual on the project team is or is believed to be participating in a *Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk*. DOE may modify and add requirements related to this prohibition to the extent required by law.

B. Definitions

1. **Foreign Government-Sponsored Talent Recruitment Program**. An effort directly or indirectly organized, managed, or funded by a foreign government, or a foreign government instrumentality or entity, to recruit science and technology professionals or students (regardless of citizenship or national origin, or whether having a full-time or part-time position). Some foreign government-sponsored talent recruitment programs operate with the intent to import or otherwise acquire from abroad, sometimes through illicit means, proprietary technology or software, unpublished data and methods, and intellectual property to further the military modernization goals and/or economic goals of a foreign government. Many, but not all, programs aim to incentivize the targeted individual to relocate physically to the foreign state for the above purpose. Some programs allow for or encourage continued employment at United

States research facilities or receipt of federal research funds while concurrently working at and/or receiving compensation from a foreign institution, and some direct participants not to disclose their participation to U.S. entities. Compensation could take many forms including cash, research funding, complimentary foreign travel, honorific titles, career advancement opportunities, promised future compensation, or other types of remuneration or consideration, including in-kind compensation.

2. **Foreign Country of Risk**. DOE has designated the following countries as foreign countries of risk: Iran, North Korea, Russia, and China. This list is subject to change.

IMPLEMENTATION OF EXECUTIVE ORDER 13798, PROMOTING FREE SPEECH AND RELIGIOUS LIBERTY (NOVEMBER 2020)

States, local governments, or other public entities may not condition sub-awards in a manner that would discriminate, or disadvantage sub-recipients based on their religious character.

INTERIM CONFLICT OF INTEREST REQUIREMENTS FOR FINANCIAL ASSISTANCE (MARCH 2023)

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term "Investigator" means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE's interim COI Policy.

ORGANIZATIONAL CONFLICT OF INTEREST (APRIL 2024)

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian Tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds.

The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring subrecipient compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian Tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

FRAUD, WASTE AND ABUSE (MARCH 2023)

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit https://www.energy.gov/ig/ig-hotline.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

> The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

TRANSPARENCY OF FOREIGN CONNECTIONS (APRIL 2024)

The Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient and subrecipients:

1. Any current or pending subsidiary, foreign business entity, or offshore entity that is based in or funded by any foreign country of risk or foreign entity based in a country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an entity owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or subrecipients that increases foreign ownership related to a country of risk. Each notification shall be accompanied by a complete and up-to-date capitalization table showing all equity interests held including limited liability company (LLC) and partnership interests, as well as derivative securities. Include both the number of shares issued to each equity holder, as well as the percentage of that series and of all equity on fully diluted basis. For each equity holder, provide the place of incorporation and the principal place of business, as applicable. If the equity holder is a natural person, identify the citizenship(s);
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any changes to the Recipient or the subrecipients' board of directors, including additions to the number of directors, the identity of new directors, as well as each new director's citizenship, shareholder affiliation (if applicable); each notification shall include a complete up-to-date list of all directors (and

board observers), including their full name, citizenship and shareholder affiliation, date of appointment, duration of term, as well as a description of observer rights as applicable.

7. Any proposed changes to the equipment used on the project that would result in:
   a. Equipment originally made or manufactured in a foreign country of risk (including relabeled or rebranded equipment).
   b. Coded equipment where the source code is written in a foreign country of risk.
   c. Equipment from a foreign country of risk that will be connected to the internet or other remote communication system.
   d. Any companies from a foreign country of risk that will have physical or remote access to any part of the equipment used on the project after delivery.

Should DOE determine the connection poses a risk to economic or national security, DOE will require measures to mitigate or eliminate the risk.

DOE has designated the following countries as foreign countries of risk: Iran, North Korea, Russia, and China. This list is subject to change.

Recognizing the disclosures may contain business confidential information, subrecipients may submit their disclosures directly to DOE.

FOREIGN COLLABORATION CONSIDERATIONS (MARCH 2023)

A. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.

B. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.

C. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.

BUY AMERICAN REQUIREMENT FOR INFRASTRUCTURE PROJECTS (MAY 2024)

A. *Definitions*

Components See 2 CFR 184.3 "Definitions."

Construction Materials See 2 CFR 184.3 "Definitions."

Buy America Preference, Buy America Requirement, or domestic content procurement preference" means a requirement that no amount of funds made available through a program for federal financial assistance may be obligated for an infrastructure project unless—

(A) all iron and steel used in the project are produced in the United States;
(B) the manufactured products used in the project are produced in the United States; or
(C) the construction materials used in the project are produced in the United States.

Infrastructure See 2 CFR 184.4 (c) and (d).

Manufactured Products See 2 CFR 184.3 "Definitions."

Predominantly of iron or steel See 2 CFR 184.3 "Definitions."

Infrastructure Project- See 2 CFR 184.3 "Definitions."

Public- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered "public" if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be "utilized primarily for a public purpose" if it is privately operated on behalf of the public or is a place of public accommodation.

B. ***Buy America Requirement for Infrastructure Projects (Buy America Requirement)***

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. See 2 CFR 184.5 for determining the cost of components for manufactured products; and
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. See 2 CFR 184.6 for construction material standards.

The Buy America Requirement only applies to those articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to the infrastructure in the project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

The Buy America Requirement only applies to an article, material, or supply classified into one of the following categories* based on its status at the time it is brought to the work site for incorporation into an infrastructure project:

(i) Iron or steel products;

(ii) Manufactured products; or
(iii) Construction materials;

The Buy America Requirement only applies to the iron or steel products, manufactured products, and construction materials used for the construction, alteration, maintenance, or repair of public infrastructure in the United States when those items are consumed in, incorporated into, or permanently affixed to the infrastructure. An article, material, or supply incorporated into an infrastructure project should not be considered to fall into multiple categories, but rather must meet the Buy America Preference Requirement for only the single category in which it is classified.

All iron and steel, manufactured products, and construction materials used in the infrastructure project must be produced in the United States.

* Section 70917(c) of the BABA states that "construction materials" do not include cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. Section 70917(c) materials are excluded from Construction materials. Asphalt concrete pavement mixes are typically composed of asphalt cement (a binding agent) and aggregates such as stone, sand, and gravel. Accordingly, asphalt is also excluded from the definition of Construction materials.

Section 70917(c) materials, on their own, are not manufactured products. Further, Section 70917(c) materials should not be considered manufactured products when they are used at or combined proximate to the work site—such as is the case with wet concrete or hot mix asphalt brought to the work site for incorporation. However, when certain Section 70917(c) materials (such as stone, sand, and gravel) are used to produce a manufactured product, such as is precast concrete processed into a specific shape or form, and is in such state when brought to the work site, then that product is subject to the BABA requirements.
Further clarification is provided in 2 CFR 184 on the circumstances under which a determination is made that Section 70917(c) materials should be treated as components of a manufactured product. That determination is based on consideration of: (i) the revised definition of the "manufactured products" at 2 CFR 184.3; (ii) a new definition of "section 70917(c) materials" at 2 CFR 184.3; (iii) new instructions at 2 CFR 184.4(e) on how and when to categorize articles, materials, and supplies; and (iv) new instructions at 2 CFR 184.4(f) on how to apply the Buy America preference by category.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

C. *Certification of Compliance*

Recipients must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this award.
Recipients must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption provided in 2 CFR 184.8, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the recipient. Recipients must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

D. *Waivers*

When necessary, recipients may apply for, and DOE may grant, a waiver from the Buy America Requirement. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

1. Waivers must be based on one of the following justifications:

   a) Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;

   b) Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

   c) Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

2. Requests to waive the Buy America Requirement must include the following:
   - Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
   - Recipient name and Unique Entity Identifier (UEI);
   - Award information (Federal Award Identification Number, Assistance Listing number);
   - A brief description of the project, its location, and the specific infrastructure involved;
   - Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
   - Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
   - List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
   - A detailed justification as to how the non-domestic item(s) is/are essential the project;
   - A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
   - A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation;
   - A description of the market research conducted that includes who conducted the market research, when it was conducted, sources that were used, and the methods used to conduct the research; and
   - Anticipated impact to the project if no waiver is issued.

3. How to submit a waiver
   Requests to waive the application of the Buy America Requirement must be submitted in writing to your cognizant Contracting Officer or Grants Officer.

DOE may request, and the recipient must provide, additional information for consideration of this wavier. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOEs final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

REPORTING, TRACKING AND SEGREGATION OF INCURRED COSTS (MARCH 2023)

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL. Funding provided through the BIL that is supplemental to an existing grant or cooperative agreement is one-time funding.

DAVIS-BACON REQUIREMENTS (NETL – JUNE 2024)

This Award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of $2,000 on a project assisted in whole or in part by funds made available under this Award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA) and its implementing regulations in 29 CFR parts 1, 3, and 5 (collectively the "Davis-Bacon Act Requirements").

Award recipients shall provide written acknowledgement and confirmation of compliance with the Davis-Bacon Act Requirements which include but are not limited to:

1. Ensuring that laborers and mechanics on BIL funded/assisted projects are paid at least the prevailing wage for their work classification on applicable projects.
2. Ensuring that laborers and mechanics on BIL funded/assisted projects are paid on a weekly basis.
3. Ensuring that the applicable wage determination(s) for construction work performed by laborers and mechanics employed by the recipient, subrecipients, contractors, or subcontractors are identified and obtained from the database at www.sam.gov, by 1) selecting "Wage Determinations," then, 2) selecting "Public Buildings and Public Works," then, 3) filtering search results by State (selecting the appropriate state from the drop-down menus), and by County or Independent City (selecting the appropriate County/Independent City from the drop-down menu) in which the work will take place, then, 4) selecting the appropriate construction type (e.g., Building, Residential, Heavy, or Highway). The appropriate wage determination number hyperlink should be selected from the result. If the wage determination which opens lists a "Last Revised Date" after the date of the contract award/start of construction, then scroll to the bottom of the document, and under History, click on the wage determination with the date closest to, but still before the date of contract award/start of construction.
4. Ensuring that applicable wage determination(s) are uploaded to LCPtracker (see below section on LCPtracker).
5. Ensuring that the applicable wage determination(s) and the required contract provisions per 29 CFR 5.5 are flowed down to and incorporated into any applicable contracts/subcontracts or subrecipient awards.
6. Preserving a copy of the applicable wage determination(s) identified and obtained from www.sam.gov, for a period of 3 years after the construction, alteration or repair work herein is completed.
7. Maintaining responsibility for compliance by any lower-tier subcontractors or subrecipients subject to the Davis-Bacon Act Requirements.
8. Receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy as needed and identifying potential compliance issues.
9. Maintaining original certified weekly payrolls for 3 years after the completion of the project and making those payrolls available to the Department of Energy or the Department of Labor upon request.
10. Conducting site-visit interviews with employees as needed to provide reasonable assurance of compliance with subcontractors and subrecipients.

11. Cooperating with authorized representatives of the Department of Energy or Department of Labor in the inspection of DBA-related records, on-site interviews of laborers and mechanics, and other reasonable requests related to a DBA investigation.
12. Posting in a prominent and accessible place the applicable wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.
13. Notifying the Contracting Officer of Davis-Bacon Act Requirement issues, including complaints, violations (as defined in 29 CFR 5.7), disputes (pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14), disputed DBA-related determinations, Department of Labor investigations, or legal/judicial proceedings related to the Davis-Bacon Act Requirements under this contract, subcontract, or subrecipient award.
14. Preparing and submitting the Semi-Annual Labor Enforcement Report, by April 21 and October 21 of each year, in accordance with the reporting instructions in Attachment 2, Federal Assistance Reporting Checklist.
15. Maintain competency in complying with Davis-Bacon Act Requirements. The Contracting Officer will notify the recipient of any DOE-sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events.

To avoid voluminous attachments under this award, all applicable wage determination(s) included in the www.sam.gov database and uploaded to LCPtracker are incorporated by reference herein as if set forth and attached in full. The applicable wage determination(s) are effective herein even if they have not been attached to the contract/subcontract(s) or subrecipient awards thereunder or have not been correctly identified and obtained from www.sam.gov and/or uploaded to LCPtracker.

The Department of Energy has contracted with LCPtracker, a third-party DBA electronic payroll compliance software application. A waiver for the use of LCPtracker may be granted to a particular contractor or subcontractor if they are unable or limited in their ability to use or access the software.

Davis-Bacon Act Electronic Certified Payroll Submission Waiver

A waiver must be granted before the start of work subject to Davis-Bacon Act requirements (e.g., construction, alteration, or repair work). The recipient does not have the right to appeal DOE's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see https://www.dol.gov/agencies/whd/government-contracts/construction and https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction.

AFFIRMATIVE ACTION AND PAY TRANSPARENCY REQUIREMENTS (SEPTEMBER 2023)

All federally assisted construction contracts exceeding $10,000 annually will be subject to the requirements of Executive Order 11246:

(1) Recipients, subrecipients, and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.

(2) Recipients and Contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.

(3) Recipients, subrecipients, contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors and subcontractors must take. See OFCCP's Technical Assistance Guide at: https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec.

Additionally, for construction projects valued at $35 million or more and lasting more than one year, Recipients, subrecipients, contractors, or subcontractors may be selected by OFCCP to participate in the Mega Construction Project Program. DOE, under relevant legal authorities including Sections 205 and 303(a) of Executive Order 11246, will require participation as a condition of the award. This program offers extensive compliance assistance with EO 11246. For more information regarding this program, see https://www.dol.gov/agencies/ofccp/construction/mega-program.

POTENTIALLY DUPLICATIVE FUNDING NOTICE (MARCH 2023)

If the Recipient or subrecipients have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

CONSTRUCTION SIGNAGE (MAY 2024)

The recipient is encouraged to display DOE Investing in America signage during and after construction. Guidance can be found at: (https://www.energy.gov/design). Proposed signage costs that meet these specifications are an allowable cost and may be included in the proposed project budget.

POST AWARD DUE DILIGENCE REVIEWS (APRIL 2024)

During the period of performance of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award. As part of

the research, technology, and economic security risk review, DOE may contact the Recipient project team members for additional information to inform the review.

Title

NE Underground Replacement

12/18/2023

id. 44981135

by **Kacy Quintana** in **SECTION 40101(d): Preventing Outages & Enhancing the Resilience of the Electric Grid**

140 Harvest St
Garden City, Kansas
67846
KS
United States
6202761291
KACY.QUINTANA@GARDENCITYKS.US

Original Submission

12/20/2023

	Section 1: Applicant Information
Entity name:	City of Garden City
Entity Type:	Distribution Provider
Entity address:	140 Harvest St Garden City KS 67846 US
Employer Identification Number (EIN):	48-6009982
Unique Entity Identifier (UEI):	UGL6E6W4B7X9

Please upload verification of eligible entity size and documentation of annual sales per year:

Entity.pdf

EIA Table

2021 Utility Bundled Sales to Ultimate Customers List .xlsx

Project Manager name:	Kent Pottorf
Project Manager phone number:	+16202761290
Project Manager e-mail address:	kent.pottorf@gardencityks.us

IRS Form W-9:

City_of_Garden_City_W-9_2.pdf

Latest financial statement and financial statement audit:

2022_ACFR_Reduced_Size.pdf

Please acknowledge whether your entity has ever submitted an application, similar in nature, to the DOE under BIL Section 40101c, DE-FOA-002740, Grid Resilience and Innovation Partnerships (GRIP):	No
	Section 2: Project Description and Scope
Project Name:	NE Underground Replacement
Project type:	Replacement of old overhead conductors & underground cables

Project description and scope:	This area was constructed in the 1980s with direct buried cross-linked polyethylene (XLPE) insulated non-jacketed primary 15 kV rated cable operating at 2,400/4,160 volts. This underground cable has exceeded its expected life and is prone to electrical faults. These electrical faults cause unexpected outages to occur, affecting our customers' dependence on the electrical power we provide to them. Another issue with this area is live front primary and secondary pad-mounted transformers. These were also introduced with the original build in the 1980s, and only a few have been replaced due to failure, and present a community safety issue of inadvertent access to the energized area of the transformer. In 2017, the electric department started using the APPA outage tracking software to account for daily outages. We have used this tool to monitor our system, providing us with information on areas prone to outages and taking corrective action. We have been able to respond to other trouble areas and significantly improve our reliability and resilience. The goal is to replace the XLPE cable in affected area with a 2" HDPE duct, which will house the new ethylene propylene rubber (EPR) insulated jacketed primary 15kV rated cable and replace all padmounted dead—front transformers. We have had an excellent track record with other underground areas with this installation, allowing for the longer-term life of the primary cable due to added protection and ease of replacement using the 2" HDPE duct. We contract with a local contractor that will directional bore the 2" HDPE duct, by each existing pad-mounted transformer. Directional boring use, in most instances, doesn't require additional Right-of-Way (ROW) for replacement installation. We replace all pad-mount transformer pads, allowing for extended transformer access and maintenance. We will proceed with a voltage conversion to our 7,200/12,470 primary voltage that reduces the line losses within the affected area. Upgrading to this type of equipment reduces the amount of unexpected outages due to primary cable and transformer failures. We are also adding to the project area by upgrading and additional street lighting, contributing to pedestrian and vehicular traffic safety.
	Section 3: Need for Funding
Project funding need:	This project would benefit the community by not having to seek residential electric rate increases and allow system improvements to improve service to the areas to be completed sooner.

Provide historical and post project estimated interruption frequency and duration data, if known.	These are defined by circuit number and number of events since October 2018, a six-year timeframe. All of the circuit numbers represent the project scope. These circuits are operating at 4,160 volts 306: 20 Average 3.33 per year 406: 37 Average 6.17 per year 506: 32 Average 5.33 per year Total Average of affected area 4.94 per year Circuits rebuilt to our underground standards are represented for improvement statistics. These circuits are operating at 12,470 volts 106: 28 Average 4.67 per year 206: 14 Average 2.33 per year Total Average of improvement area 3.5 per year Overall improvement 28.6% less outages
Provide pro rata customer impact of total project cost.	With 786 customers in the project area at a $1,075,038.94 project cost, the Pro Rata customer impact is $1,367.73.
Provide number of customers to be impacted by the project and percentage of impacted customers to total customers in the disadvantaged or underserved community.	The City of Garden City serves 10,397 customers in the disadvantaged or underserved community. The project area has a total of 786 total customers for the project resu lting in 7.6% of the impacted customers to the total customers in the disadvantaged or underserved community.
	Section 4: Complete Budget and Narrative
Award amount requested:	724791.25
Matching funds to be provided:	350247.69

Budget (Total Costs):

Budget Template DRAFT.xlsx

Project budget upload (optional):	
Project budget narrative:	All costs for this project are based upon known equipment from a complex inventory system of in-stock items and our contractual pricing. We will be required to bid for equipment when the funding is provided. We have standardized materials that we order and use transformer loss bid evaluation to provide the best long-term cost analysis.

Cost match commitment letter:

DOE_cost_match_letter.pdf

	Section 5: Project Timeline
Project timeline:	Order long lead items: Transformers, Primary underground cable, all primary terminators, 40-84 wee ks after approvals. Order all other shorter lead-time eq uipment to arrive before long-lead-time equipment. Notify the contractor of equipment arrivals for HDPE duct installation: 15 weeks to install duct City Electric crews prepare for customer outages before installing transformers and pads, primary underground cables, and terminations: 1 week ahead for notification and 15 weeks to complete. Finish up all restoration of the area in the project: 2 weeks Total to finish: 70-100 weeks. Equipment availability due to supply chain issues will be the major obstacle to overcome.
	Section 6: Bids and Estimates
Bids and estimates: **estimates.pdf**	
	Section 7: Community Benefit
Community benefit narrative:	Improved system reliability and resilience will benefit the entire community through lower maintenance and operating costs of the overall electrical distribution system Overall, investing in improving the utility electrical distribution system has the potential to bring numerous positive impacts to the neighborhood, ranging from increased reliability and safety to economic growth and environmental sustainability.
Provide historical measurements of resilience and reliability for the targeted areas of each proposed project.	Based upon circuit and event cause Oct. 2018-Sept. 2023 Circuit 306: 9 equipment failure, 3 weather related Total 12Circuit 406: 15 equipment failure, 5 weather related Total 20. Circuit 506: 15 equipment failure, 4 weather related Total 19
Provide expected changes to the historical data as a result of each proposed project.	Based upon each circuit the equipment failure would be reduced by a minimum of 75% and all weather related outages will be reduced by 50% resulting in an overall electric distribution system improvement of 31.3% for reliability.

Provide historical measurements of resilience and reliability for the entire system to determine whether the project is in an area that has, on average, more frequent or longer duration outages.	Community and project outage duration measurements indicate the project area has contributed to longer outage durations related to Maintenance, Equipment failure, Storm (mainly heavy rain flooding), and equipment overloads.
Provide age of system or line segments to be replaced or repaired, type of equipment that failed, and the number of annual outages for the project area.	1980s installation of project area. Average of 15 outages per year in the project area. Provide a number of protective devices (fuses or breakers) that have operated more than once in a rolling 12-month period: (Limit 250 characters) Three circuits breakers have operated 2 times, 13 primary distribution / substation fuses have been caused to blow (fail) due to system failures.
Provide a number of protective devices (fuses or breakers) that have operated more than once in a rolling 12-month period.	One circuit breaker has operated 2 times, 6 primary distribution/substation fuses have been caused to blow due to system failures.
Provide a number of customers impacted by project and the percentage to total customers served in Kansas.	The City of Garden City serves a total of 12,373 total customers. In the project area there are 786 customers. This percentage is 6.35.
Description of efforts to attract, train, and retrain a skilled workforce for this project.	This project will include apprentice linemen who may not have been exposed to this type of work before, therefore providing a training atmosphere that they may not otherwise have.
Provide an estimate of job creation due to this project.	This project has the possibility of creating an additional 5 to 8 jobs for the area electrical / boring contractors in the area.
Identify any plans to partner with training providers to support workforce development.	We would offer training opportunities to help them develop new skills, improve their technical knowledge, and industry advancements. Ultimately, boost their overall competency in managing and maintaining the electrical systems in their communities.

Provide any other metric(s) that indicates potential community benefit.	Overall, investing in improving the utility electrical distribution system has the potential to bring numerous positive impacts to the community, ranging from increased reliability and safety to economic growth and environmental sustainability.
Confirmation that the applicant will comply with all Davis-Bacon Act requirements.	Yes
Confirmation that the applicant will comply with all Buy America Requirements.	Yes
Confirmation that the applicant will submit an environmental questionnaire (NETL Form 451.1-1-3), if required, for each work area proposed in the application.	Yes

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Courtney E. Prewitt, Chief of Police
DATE: November 5, 2024
RE: Public Safety Advisory Board September 2024 Minutes

ISSUE:
Presentation of the minutes from the Public Safety Advisory Board meeting held on September 17, 2024.

BACKGROUND:
Attached are the minutes from the Public Safety Advisory Board meeting held on September 17, 2024.

ALTERNATIVES:
None.

RECOMMENDATION:
None.

FISCAL NOTE:
None.

ATTACHMENTS:
PSAB 9.17.24

Public Safety Advisory Board

September 17, 2024

5:30 p.m. – 6:20 p.m.

Present: Kris Smith, Sonja Taylor, Rita Shumate, Father Cameron Randle, Mellaina Johnson

Staff: Captain Ochs, Erinn Reyes, Chief Irsik, Firefighter II Rupp, Erin Stillwagon

Absent: Donna Gerstner, Atim Amy Longa, Carmen De La Torre, Amber Withington

Meeting: The meeting commenced at 5:30 p.m. Minutes from the meeting on July 16, 2024, were reviewed and approved.

I. Report From the Chief

FIRE DEPARTMENT

The annual Battle of the Badges blood drive took place on September 5-6

Firefighters attended the September 11 memorial service at GCCC and the first responders' luncheon at First Assembly Garden City afterwards.

The Wildland Task Force recently sent Firefighters Talmadge and McGowan to Colorado for assistance with wildfires.

GCFD personnel attended "People Before Water" conference in Florida.

In-house Ropes I class completed in August, which allows for knowledge on rescues utilizing ropes.

The in-house AEMT class culminated September 6, and the agency will be able to test for national certification.

TRT/ Dive/SW personnel participated in a boat operations course provided by a company from Oklahoma City.

FAA inspection was completed on September 12, with no discrepancies noted by the airport manager.

City Commissioners and senior city staff held their September 3 pre-meeting at Station #3 for a walk-through of the building.

All GCFD shifts have completed their annual physicals.

The GCFD will hold the annual MDA "Fill The Boot" event on September 21, with boots at Fall Fest, Walmart Supercenter, Schulman Crossing shopping center, and the intersection of Kansas Avenue and Fleming Street.

Ladder testing will start September 30.

Recruit Academy begins September 30, with seven (7) people in the class with two (2) instructors.

GCFD is sending one firefighter to trench rescue training on September 30.

GCFD is fully staffed and looking to add six (6) more positions in 2025. The hiring committee has developed a pool of applicants for those positions.

Along with monthly CPR classes for the public, the GCFD has started holding a monthly class for City employees.

The City of Garden City United Way kickoff event is October 4 at Station #1.

October is Fire Prevention Month, and GCFD will host a community open house on October 12, 10a-5p.

POLICE DEPARTMENT

The "You Drink. You Drive. You Lose." enforcement campaign concluded on September 2, 2024 (Labor Day).

The Garden City Battle of the Badges Blood Drive took place on September 5-6, 2024.

The Kansas Bikers Backing Our Blue charity ride took place on September 7, 2024. The event raised $20,000 for the Kansas Chapter – Concerns of Police Survivors and had 157 bikes and 200 riders participate.

The GCPD attended the 9/11 Remembrance Ceremony hosted by Garden City Community College on September 11, 2024. Later that day, First Assembly Garden City hosted a luncheon for First Responders.

The GCPD provided traffic control for the Garden City Community Mexican Fiesta parade on September 14, 2024.

September In-service training on Resiliency is scheduled for September 24 & 26, 2024.

Real Men Real Leaders are hosting a first responders appreciation lunch on September 30, 2024.

Officer Brecken Ralston was recently released from the GCPD field training program and is operating as a solo officer.

Cory Overson began employment on August 5, 2024 and is assigned to the Patrol Division.

Skyler Hall was sworn in as a new Patrol Officer on August 12, 2024.

Haley Henson and Leslie Resendiz began employment as Communicators on August 12, 2024.

Daniel Goerges was sworn in as a new Patrol Officer on August 19, 2024.

Police Service Aide Jocelin Cruz tendered her resignation effective August 4, 2024.

The unfilled positions at the Garden City Police Department are as follows:

11 – Patrol / 3 – Communicator

The number of GCPD personnel completing training are as follows:

3 – Patrol / 2 – Police Service Aide / 4 – Communicator

Report From Board Members and Guests

Kris Smith inquired about the status of the Law Enforcement Center (LEC). Captain Ochs provided an update on the building remodel as well as the bid process for a temporary facility for the GCPD. The City plans to temporarily relocate the GCPD operations while the current LEC is renovated and/or refurbished. Requests for Proposals for a temporary facility are due by October 18, 2024, at 5:00 p.m.

II. Adjournment

The October PSAB meeting will be held on October 15, 2024, at 5:30 p.m.

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services
DATE: November 5, 2024
RE: Holcomb-Garden City-Finney County Area Planning Commission September 19, 2024, Minutes

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ISSUE:
Presentation of the September 19, 2024, Holcomb-Garden City-Finney County Area Planning Commission minutes.

BACKGROUND:
Attached are the minutes from the September 19, 2024, Holcomb-Garden City-Finney County Area Planning Commission meeting.

ALTERNATIVES:

RECOMMENDATION:
None.

FISCAL NOTE:
None.

ATTACHMENTS:
Planning Commission Minutes-September 19, 2024

MINUTES

HOLCOMB - GARDEN CITY - FINNEY COUNTY AREA PLANNING COMMISSION

September 19, 2024

The Holcomb-Garden City-Finney County Area Wide Planning Commission scheduled a Public Hearing at 9:00 a.m. Thursday, September 19, 2024, in the City Commission Chambers at the City of Garden City Administrative Center located at 301 N 8th Street, Garden City, Kansas.

1. CALL TO ORDER

Chair Germann called to order the Area Wide Planning Commission meeting at 9:00 a.m. The following Commission members were present: Member Anliker, Member Collins, Member Crist, Member Crockett, Member Glass, Member Randall and Member Rupp. Also present were Staff Charles, Staff Presisto, and Staff Thompson.

2. APPROVAL OF MINUTES – August 15, 2024

Member Rupp made a motion to approve the minutes from August 15, 2024. *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
Yea	Yea	Yea	Yea	Yea	Yea	Not Present	Yea	Yea

Motion passed.

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

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

4. GENERAL STAFF REPORT AND UPDATE

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

5. SUBMITTAL OF EXHIBITS FOR THE RECORD

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

6. NEW BUSINESS

FC2024-18: Parcel Plat-LNC Addition

Staff Thompson- Presented staff report.

Member Rupp- Is this something that should have been done before the building permit was issued or is it just taking a chance?

Staff Charles- Staff has worked with multiple commercial developments to where we don't want to prolong them starting and we are lacking surveyors as you know. They did find a surveyor that we don't normally see around here but I do know that to get a survey right now its months, almost to a year out, so we do try to work with them and if it's a County project we do ask the County if its ok with them moving forward and we'll just work with them and as long as they can show us that they actively hired a land surveyor we'll go ahead and issue the building permit, but we hold off on the certificate of occupancy as Daunte mentioned.

MEMBER RANDALL MADE A MOTION TO RECOMMEND APPROVAL OF THE LNC ADDITION PARCEL PLAT PER STAFF RECOMMENDATION ALTERNATIVE 1. 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	Yea	Yea	Yea	Yea	Yea	Not Present	Yea	Yea

Motion passed.

GC2024-37: Preliminary Plat- Stone Creek Station Addition

Staff Presisto- Presented staff report.

Member Crist- I am reading into this that the concerns have been addressed?

Staff Charles- Some of the concerns have been addressed in another submittal we'll continue to work with them to get through those. You do have the ability to approve those contingent to them getting those. However, before we go to the governing body, we need to make sure that they do meet the minimum requirements and have all comments addressed before that final approval. This gives them a little bit of time between meetings to work through those comments.

MEMBER COLLINS MADE A MOTION TO RECOMMEND APPROVAL OF THE STONE CREEK STATION ADDITION PRELIMINARY PLAT PER STAFF RECOMMENDATION ALTERNATIVE 1. MEMBER RANDALL SECONDED THE MOTION.

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

Anliker	Collins	Crockett	Crist	Germann	Glass	Michel	Randall	Rupp
Yea	Yea	Yea	Yea	Yea	Yea	Not Present	Yea	Yea

Motion passed.

GC2024-38: Final Plat- Stone Creek Station Addition

Staff Presisto- Presented staff report.

Member Crist- So if it's approved it is only approved if the conditions are met?

Staff Charles- That is correct.

*Chair Germann-*If you make that part of the motion contingent on option one based on the above.

MEMBER ANLIKER MADE A MOTION TO RECOMMEND APPROVAL OF STONE CREEK STATION ADDITION FINAL PLAT PER STAFF RECOMMENDATION ALTERNATIVE 1. MEMBER RUPP SECONDED THE MOTION.

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

Anliker	Collins	Crockett	Crist	Germann	Glass	Michel	Randall	Rupp
Yea	Yea	Yea	Yea	Yea	Yea	Not Present	Yea	Yea

Motion passed.

GC2024-34: Rezone from "I-3" Heavy Industrial District to "C-2" General Commercial District, 804 E Fulton Street, Garden City, KS 67846, Compass Behavioral Health.

Staff Thompson- Presented staff report.

Member Glass- Have they gone through this or is it yet to come? The character and existing zoning, A through I?

Staff Charles- Those are the criteria that you guys look at when you are considering the rezone request.

Member Crist- This is a remodel, are you just remodeling the existing buildings that are there?

Lisa Kay-Garica, Representative for Applicant- The plan is to just remodel the existing building. Planning on holding 30 people max is what we are looking at to move over into that building.

Member Randall- What building is this and what did it use to be?

Lisa Kay-Garcia- It used to be Redline Motors.

Member Crist- On the parking aspect of it, that seems to be something that can hold things. There is plenty of parking for what you are planning to do.

OPEN PUBLIC COMMENT
CLOSE PUBLIC COMMENT

MEMBER RUPP MADE A MOTION TO RECOMMEND APPROVAL OF THE REZONE FORM "I-3" HEAVY INDUSTRIAL DISTRICT TO "C-2" GENERAL COMMERCIAL DISTRICT PER STAFF RECOMMENDATION ALTERNATIVE 1. MEMBER COLLINS SECONDED THE MOTION.

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

Anliker	Collins	Crockett	Crist	Germann	Glass	Michel	Randall	Rupp
Yea	Yea	Yea	Yea	Yea	Yea	Not Present	Yea	Yea

Motion passed.

GC2024-35: Rezone from "R-R" Rural Residential District to "I-1", "I-2" Light-Medium Industrial District, 3095 Mason Court, Finney County, KS, Applicant Marilyn Ollarzabal.

Staff Thompson- Presented Staff Report.

Chair Germann- If we were to approve this today and then they have to get their conditional use permit and for whatever that is not approved what happens?

Staff Charles- That could be an issue and then we would have created a non-conforming property. They do have a couple of options. We could hold off on the zoning and go before the board of zoning appeals to see if it is an option. The Board of Zoning Appeals has the ability to grant conditional use permits with conditions. The Planning Commission for a rezone request has no ability to create or approve or recommend approval of a rezoning with a contingency. Those would be some of the options. There is no way to undo a rezone. If the rezoning was approved and they didn't get the conditional use permit they would have to come back to you and pay again to rezone it. Those are the two options that they would have. It would be appropriate to hear from the applicant to see what they would like to do with the property. Where they are located at it is quite a commercial area however there are some vacant residential lots that are adjacent as well.

Member Crist- What are the plans? It says require plans from a license design professional and completed by a licensed contractor.

Staff Charles- So we don't have them submit those plans at the time of the rezoning request because it is a cost that they would have to occur themselves by hiring a license architect/design professional to design those plans. So basically, if the rezoning and everything went through then at that point we would ask for those plans, but at this time for the rezoning request we do not ask that they provide those type of plans.

Member Crist- What do those plans entail? There is no building modifications and new building.

Staff Charles- Since it is a semi-truck parking and it would be an industrial use, and industrial zoning, they would have to have the right surface for that. In industrial uses I believe it is concrete so they would have to show us where they are going to put that concrete and make sure that it was enough for multiple trucks and also accommodate for drainage. If you start adding surfaces out there you are changing the current drainage on the property. So that is something that we would look at as well.

Member Glass- I was troubled because I was looking at the picture of all the other semis that are out there. I understand what we are doing it just seems like if she's got to do it then everybody else around her has got to do it as well. Have they also been served these papers?

Staff Thompson- Yesterday Staff Presisto went out and looked at the properties that were mentioned in the staff report and from Mason Court and from Kathryn Drive we could only see one each (semi's) on the residential lots, and that is something that we can start enforcement with as well, but we didn't see any more than just those.

General discussion regarding neighboring properties with conditional use permits and the conditional use permit process for semi-trucks.

Staff Charles- When we did the amendment back in 2018 to allow one semi-truck and one trailer in residential zoning districts and we did create a separate zoning district that allows for the same thing. However they have more uses that they can do with it, and that is working on the semi-truck. The conditional use permit limits the changing of tires and things like that. The zoning district allows them to do some of that on their property however it is outside of the development envelope for the county. So that is quite a way out there. If you have more specific questions, I would ask Mackenzie to come up and address that, but I don't believe that the county is looking to move in any direction that allows more than one truck and trailer in residential districts. We all understand that we live in a rural community. There are a lot of semi-trucks and trailers, and we visited with Economic Development in trying to find some places for them go and trying to get some one here that will put some real semi-truck parking that has lighting and security and things like that. I know they are working to get through some of that, but I don't believe that the county is looking to move in the direction of allowing more than one semi-truck and trailer. With the zoning district that they are going to, should they be rezoned and get a conditional use permit, the conditional use permit is not for the semi-truck and trailer. The conditional use permit would be for a night watchman quarter. So, what that is if you have a business in industrial you can convert and existing structure, you can move in a structure that is for security purposes of your business. So typically, if they want to hire someone that is there throughout the night, or they have the people live on premise at all times to watch over their business. That would be what they are looking to do since they have more than one truck and trailer.

Member Crist- If this were to proceed, I'm understanding that you are saying there has to be a design plan, an architect, we might be talking significant cost incurred because you're talking maybe drainage. You are talking concrete at a minimum. How does that affect the other people that are doing that same thing in that district?

Staff Charles- So we are going through the enforcement process. We had that communication with the county. As it is stated in the memo we went through, and we looked at all of the applications for a conditional use permit for a semi-truck and trailer. And that was more than just what was approved also the ones that were denied. As we did those inspections, we did look at the surrounding properties. We've communicated and sent what we put together to the county. They haven't quite had the time to with scheduling and some people have been out sick to meet internally before they discuss it with the board of county commissioners. So that is the only information that we have at this point. We'll go through the process before we have any other violation. We'll send them a letter before if they don't comply and then we send it on to the county.

Member Crist- But it is not just this property that is involved in it?

Staff Charles- It is the only one that you are addressing today.

Member Crist- So this property individually is asking for a rezone?

Staff Charles- Yes.

Member Anliker- My concern is you've got the person living across the street that has a residential property. They purchased as residential and then you have someone that says ok maybe there is not a whole lot of building going on and then all of a sudden, we want to change this because they are doing that. I have a problem with that. Especially if I was that property owner because they went into this subdivision thinking this is rural residential.

Chair Germann- However, industrial is an acceptable zoning next to a residential. What is the size of these lots. Are they an acre or half acre? And would there be a maximum number of trucks that they would be allowed to park there?

Staff Thompson- So the acreage of the specific lot that is requesting to rezone is 2.25 acres. It was combined last year, and I believe the other ones are typically around an acre each. If the rezone is approved, to my understanding

there would not be a maximum she could park on the property, just as long as they have the right amount of improved surface then they can park as many as they can on there.

Chair Germann- The improved surface, can it be anything other than concrete? Can it be a blacktop surface or anything else?

Staff Charles- The zoning regulations say that the county engineer has the ability to evaluate it and recommend a different type of surface. I can't speak for the county engineer, I don't know if Mackenzie can or not, but they do have that ability to accept an alternative surface.

Chair German- The county engineer would also recommend if there was a need of drainage? Would they require that as well?

Staff Charles- If it was rezoned it would be industrial it would require the site plan review process. We would get a site plan from a design professional. The zoning regulations layout exactly what we need for a site plan and that does include drainage. So just like anybody's property, weather its commercial or residential or industrial, for drainage you have to accommodate your current drainage and then when you add surface parking structures you have to be able to maintain whatever the increase is before it dumps on to the street.

Chair Germann- Would there be a limit on the number of trucks?

Staff Charles- There is not. Industrial commercial does not have a limit on the number of trucks that you can have as Daunte stated. We would look at how much room they have to add surface parking there, but there is no limit and no true way for us to limit the number of trucks that someone could have in an industrial/commercial property.

Member Glass- I was curious if her surrounding neighbors also have semis and if each one of those would have to come in and ask for a rezoning. Or are we just rezoning her property?

Chair Germann- I'm wondering if some of these questions might be answered by some of these folks here.

Marilyn Ollarzabal, Applicant- We didn't get the letter. I filed for a social security card back in May and still haven't gotten it. Our mail there doesn't always get to us. So, we assumed the ones that were parked there was alright to park there. Other than our truck we have 2 semi-trucks and trailers and one flatbed trailer and a loader. The gentleman that owns them is out in the field six months out of the year. He does not come and go, he's out there. The rest of the time he is parked there and does not go anywhere. His loader is what cleans our road and if it snows, he cleans it because the three families that live on the other side have babies and if they have to get out with them babies to go to daycare he comes in and cleans them. If I fell and broke my hip or something an ambulance wouldn't get down there without him. I've contacted our commissioner for the district to get the county to clean the road several times. After I call, they come and clean it and we just said wait a minute, we'll take care of it and that is what we have done. As far as where they are parking, we've got crushed asphalt on the parking area and we also take care of the neighbors that are on the other side, their driveways and their mailboxes, because if it rains the mailman can not get to their mailboxes. We've helped them with that. He's the one that levels it out and does everything. The three neighbors have asked us to come and make sure he can be there because they rely on him. We have another neighbor that instead of working where he is working now is going back to trucking. I don't know where he wants to park his truck and that is up to him. All we want is what we have requested for. I don't want to have other trucks parked there because I don't want that responsibility. It is more or less here to help us and all of us. There are only three other houses. I look out my kitchen window I'm seeing trucks. They have over ten trucks they park there at any given time. They have a truck that is completely destroyed. It's there all the time. If I look out my front porch, I see nothing but trucks. This place has way over ten trucks. I tried to count them one time and I couldn't. They are coming and going and coming and going. Kathryn Street is zoned so that they can have trucks coming and going from J-Mart. Their road is a disaster and ours is not because we take care of it. That is all we are asking. We don't want more trucks. We don't leave tires and stuff laying around. If there are tires that we have to change the same company that brings in the new tires takes the old ones. Any oil or anything like that is not left laying around is gone because we have it picked up. It isn't that we are trying to hurt anybody in the neighborhood, we are helping them in the long run. This gentleman that owns the trucks, he comes over and he helps when I am by myself because my husband is gone a week at a time and sometimes longer. So that small amount of time that he is there, if I need help, he (neighbor) is there. That is all I am requesting. I'm not requesting to be able to park fifty trucks or whatever. We don't charge him, and he doesn't charge the neighbors for what he does for them. It is just we're there.

Member Glass- Would her house then be considered the nightwatchmen quarters?

Staff Charles- She would have to apply for a conditional use permit for it to be considered. What gets approved or not approved is just for the zoning change.

Member Rupp- Vicki (Chair Germann) made a comment about industrial areas considered residential.

Chair Germann- It is an acceptable zoning right next to residential. We've dealt with that on several issues. The biggest one I remember is Towns Riverview (subdivision).

Member Rupp- As a night watchman quarters?

Chair Germann- A night watchman is not.

Marilynn Ollarzabal- Is security cameras considered night watchman?

Chair Germann- No, your home.

Marilyn Ollarzabal- But could security cameras?

Chair German- They could but you would want your home to remain on the property. That is the issue, if we approve this rezoning then your house would be out of compliance in that zone. So that means you would have to get a special permit to allow you to even remain there and live in your home.

Member Collins- It seems that either way she needs to have either a special permit for additional parking of semis or a special permit to live in your house if this changes.

Staff Charles- So yes for the house. For the additional truck there is no special permit. The conditional use permit that they got was for the one truck and one trailer. If they want to go to the county commission and ask for a waiver of the zoning regulations, they can do that.

Member Collins- There is only a CUP that allows for one?

Staff Charles- Correct.

Chair Germann- A waiver might be an option, and it would probably be a more affordable option for you. If the county commission would be open to it that is certainly an option.

Marilyn Ollarzabal- Just whatever option I can do. Like I said, it is not just us, it's the three houses that are there and we own all the property around the cul-de-sac. That is all ours.

Member Crist- There are four lots around that and do you own all of them?

Marilyn Ollarzabal- Yes. Whatever I can do is what I want to do. I threw all this on Daunte when we got the letter because I didn't know because the gentleman that come in, he just called me and said its all done everything is okay. I thought he had also put in for the two trucks that are there. It kind of came as a surprise.

Member Randall- The truck and trailer you mentioned out the window that you see, are those in the red or in the green.

Marilyn Ollarzabal- Those are in the green.

Member Randall- So the area that is considered residential is not being used appropriately as residential.

Marilyn Ollarzabal- I had taken pictures of it and sent them to Daunte of the trucks parked there. That is on an everyday basis.

Member Glass- Is that a county road that needs to be maintained there or is it even a county road?

Chair Germann- The county maintains it when they ask.

Marilyn Ollarzabal- When we purchased this property, the one we purchased it from, Kathlene, had moved to Nebraska and she literally said its your baby you take care of it. I said what do you mean, and she said we always take care of the road. So, we do that. There is no doubt about it.

Member Anliker- So is that subdivision a PUD?

Staff Charles- No.

Member Crist- Would you be amenable to looking for that waiver rather than have this process go forward?

Marilyn Ollarzabal- I would do anything. Like I said, I called and dumped it on Daunte because I didn't know what to do when we got the letter because literally it was a surprise. It was kind of one of those days and so I called and dumped it on him, and this is what he told me to go for so that is what I'm in for. I didn't know if the permit that we had, the conditional permit, would allow us to say this is what we wanted. I don't know how to do that.

Staff Charles- Before we open public comment I'll address a couple of things. Obviously as staff our first option is never to ask for a waiver. We need to try to find something that is useful through the current zoning regulations. I think it is appropriate that we hear from the public for the surrounding property owners and then we can discuss some other options as well, but I think the most appropriate thing next would be to open it for public comment and hear from the neighbors before we ask more questions and what her other options would be.

Marilyn Ollarzabal- I can get one of the neighbors down here now if you need him.

Chair Germann- He's not here now?

Marilyn Ollarzabal- He's working but he said to call him.

Chair Germann- He owns what property?

Marilyn Ollarzabal- He owns the house on the opposite side of us. The middle house of the three.

Chair Germann- It would be helpful if you can call him and see if he could come down while we are in public comment.

Member Crist- You say you own the other four plots around the cul-de-sac, what about straight west of your property who owns that?

Marilyn Ollarzabal- Jose Palacios. He owns both of them.

Member Crist- That is part of the residential?

Marilyn Ollarzabal- He says its residential-commercial.

Chair Germann- That is what the property owner thinks it is, residential-commercial?

Staff Charles- Part of it is. I'm assuming he probably bought them separately at the time. As you can see there is quite a significant amount of commercial around this area.

Marily Ollarzabal- Right on the corner of our road is a truck repair shop and OJ's and I can't even tell how many trucks park there all the time besides what he is working on. The one next to him is the one that shows residential, and he is the one that has the trucks that are completely destroyed. I counted ten and then I couldn't see the rest to be able to count them all. That is what I see through my front porch. I do know that the property owners know we are here and are for it.

OPEN PUBLIC COMMENT
CLOSE PUBLIC COMMENT

Member Anliker- In this little subdivision when it was originally designed was it a PUD? What was it?

Staff Charles- How it was originally designed was how it is laid out. It was platted and intended to be developed as a residential subdivision.

Member Anliker- So when three people purchased them as rural residential and that is what their expectations were.

Member Randall- So you have a development that starts like residential, and I don't disagree with Marilyn, they are in favor of it, but how does a development like that then maintain. Is there not a development agreement and a way that it is maintained? So, somebody can come in and take an R-1 and request to go to industrial in a residential development and if we approve it, you can slowly change the whole development on people? I understand this is a very mixed area and I know we have a lot of these in Garden City and Finney County where you have industrial next to residential, I'm just curious if you have a residential development and somebody can come in, is the development I don't want to say abandon, but the person who did the development had certain

intentions and the people who bought the residences, I assumed had certain intentions that it would be residential. How do we handle this. I understand the problem. I just don't know.

Staff Charles- The only way that I see preventing it in the future is a lot of subdivisions put restrictive covenants on it and that would be their way of doing that. There are a couple of subdivisions in the county that do have restrictive covenants. We see a lot in the city where they have those restrictive covenants and those run with the land. It is a little bit more process to amend or remove restrictive covenants. I don't believe there are restrictive covenants for this area.

Member Randall- So there are no covenants on this?

Staff Charles- It's the only for the developers to restrict what they do for the land.

General discussion regarding covenants.

Chair Germann- It appears that our applicant owns everything around the cul-de-sac. It is only kind of in the entry where it is owned by other. How many of those others are parking trucks out there. They are not here to say we don't want trucks here because several of them apparently have trucks.

Member Anliker- Of the three lots that have properties do any of those have a truck that is parked on them?

Staff Thompson- When we did our inspection the only one that we saw was this one (pointed on aerial photo) and a truck that we could see from the right-of-way. Those were the only two trucks that we could see in the R-R zone, Rural Residential, that had trucks at the time.

Chair Germann- And they have been notified?

Staff Thompson- Not yet. We just went out yesterday and when we did our original inspection on all the CUP's we did not see any residential on that lot.

Chair Germann- I would definitely be inclined to at least table this and let the applicant decide if she would like to pursue getting approval for a night watchman quarters from the board of zoning appeals prior to us making this decision so that we don't create another issue potentially or alternatively if she would like to pursue getting a waiver from the county commission. There's a couple of other things that could happen here and I think she could think about that and discuss it with staff and decide which way she would like to proceed, but I think we might want to consider just tabling it.

Member Rupp- All the other properties were notified. Did any of them reply or complain?

Staff Thompson- No I didn't receive any communication from them.

Member Rupp- I'm really struggling with rezoning just that small portion. If the whole development, that whole cul-de-sac, got rezoned I'd say go for it.

Member Glass- That is why I asked if we rezone is it just her property and nobody else. I think then we set it up to everybody coming back to getting the same thing. In my mind if we are going to rezone, we should rezone the whole thing.

Chair Germann- Or at least rezone all the properties they own.

Member Randall- I agree with Vickie on the tabling because if we did approve this you would hate to be onerous to Marilyn to have to spend one hundred thousand dollars on concrete and drainage. I'm not saying that the county engineer would say that it has to be done, but there might be a better option. It seems like there is a lot still to study here.

Chair Germann- I would like to hear from the neighbors. If the neighbors are like we want them here, we want them doing this, this is a great service for us, the problem that you run into is we change it and then ten years from now, fifteen years from now, these people move on and somebody else comes in and does something entirely different in an industrial zone area, it is like I said and I keep repeating myself, industrial is an acceptable use right next to residential. So, they can do it. Is it desirable? Probably not.

Member Anliker- But then I also look at the resale of the property. If you are that owner that came in and purchased that residential, we are being a detriment to that property owner when then want to resell.

Member Crist- What would the waiver process be and what would the end result look like?

Chair Germann- They would ask the county commissioners to grant them a waiver to park more trucks three trucks there instead of just the one that is allowed right now.

Member Crist- But granted you are not talking about permits?

Chair Germann- That seems like the best option.

Staff Charles- It is worth tabling to see what other options are available. By tabling it gives her the ability to really weight those options out instead of denying it. That way if she decided to do something different or continue with the rezone process, she wouldn't have to pay that application fee again, but that would be the most appropriate. If she decides that she does want to rezone the other parts of it, we may need a new application. You have the ability to change if you wanted to give them a new zoning district you have that ability, but it would only be what we notify the surrounding property owners. So, if it does increase you have to start that process over as it would probably notify more surrounding owners within a thousand feet.

Chair Germann- In my opinion having them rezone the whole property would be more of a detriment to the whole neighborhood. If somebody else potentially bought it, it could be a huge problem. So, rezoning the whole thing may not be the best idea. I think tabling it is probably our best option if everybody is good with that.

Mackenzie Phillips, Finney County Development and Administrative Coordinator- I really don't have much to add unless you have questions for me, based on the county. I will say that waivers from the county commission recently haven't had the best of luck, but it is always worth a shot. This is a little bit more of a unique situation so either way it has risk to it whether it be from the board of zoning appeals or from the commission.

*Chair Germann-*Is there a cost?

Mackenzie Phillips- No there is not.

Chair Germann- That would be affordable and at least worth a shot if the applicant is interested in that. It might be worth while for you to visit with staff after the meeting today to decide which way you would like to go.

Member Anliker- One thing to remember too is if you move that up to an industrial, there will be an increase in property taxes. Significant increase.

REOPEN PUBLIC COMMENT

Casie Price, Neighboring Property Owner- She is wanting to do the light industrial. I don't see any problem with it. There are semi's that pull up at 3135 (Mason Court) all the time. It's already zoned light industrial. There are other people that live around that are running semis on residential all time anyways. For them to come up and down the road honestly will make no difference for us. If anything, it will impact us better with the heavy trucks driving up and down the road. We don't have the county come out and grade the roads so with the heavy trucks actually it will pack down some of the holes better than tear them up. They've done a lot of work trying to keep the roads good even with his semi going on there and it hasn't impacted in anything. There is more impact from the UPS, Fed-Ex and mailman that drive and put ruts in our road where they are down there every day. Her husband Hector's semi is there maybe a couple of times a week, out of that he is on the road trucking, so it is not going to impact us or the roads. I grew up in a small town where you had semis in everybody's front yard and so it didn't bother me one bit at all.

Member Crist- Always with trucks there's the issue of traffic but what I am hearing you say, and Marilyn say is the trucks aren't coming in and out daily?

Casie Price- Correct. We live in a cul-de-sac. There is one way in and one way out. There is not a whole lot of traffic. Honestly, the most traffic that is there would be the neighbors that drive up and down about thirty times a day in their vehicles. The semis would be very minimal up and down the road.

CLOSE THE PUPLIC HEARING.

MEMBER RUPP MADE A MOTION TO TABLE THE REZONE REQUEST TO THE NEXT PLANNING COMMISSION MEETING. 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	Yea	Yea	Yea	Yea	Yea	Not Present	Yea	Yea

Motion passed.

GC2024-36: Rezone from "G-G" General Commercial District (County Zoning) to "C-2" General Commercial District (City Zoning), 3208 E Mary Street, Garden City, KS, Applicant O'Reilly Enterprises, LLC.

Staff Presisto- Presented Staff Report.

Paul Engle, Representative for Applicant- Thank you everyone, this is kind of the final step in this process. Thank you everyone for helping us get here. It makes sense and this is the last part, and we are getting ready to start work so we are excited to be there and happy to answer any questions.

Member Rupp- Is every time that something goes from county zoning to city zoning, the naming is a little different, so they have to go through this process on everything or is it just commercial?

Staff Charles- When you annex land into City boundaries the current zoning district that they are runs with the land. It is when they decide to develop that we request that they rezone to a city zoning district. If it was a residential or ag in the county and they were ready to develop we would ask that they rezone to a city zoning district so that they would comply with the current zoning regulations.

Member Crist- Hypothetically if they were wanting to put three more auto stores on this piece of property and if they wanted to develop three smaller plots half an acre or less each of those would have to go through the rezoning?

Staff Charles- What we are looking at right now, just what they are rezoning just the .888 acres, which is only enough to develop one lot essentially, for the surrounding ones we do have another item on the agenda, and I could address that question at that time too.

OPEN PUBLIC COMMENT
CLOSE PUBLIC COMMENT

MEMBER CROCKETT MADE A MOTION TO RECOMMEND APPROVAL OF THE REZONE FROM "GC" GENERAL COMMERCIAL (COUNTY DISTRICT) TO "C-2" GENERAL COMMERCIAL DISTRICT (CITY ZONING). 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
Yea	Yea	Yea	Yea	Yea	Yea	Not Present	Yea	Yea

Motion passed.

GC2024-39: Rezone from "C-2" General Commercial District, "R-2" Single Family Residential District and "R-C" Condominium-Townhouse District to "C-2" General Commercial District, property generally located at 900 Lareu and E. Schulman Avenue, Garden City, KS 67846

Staff Charles- Presented Staff Report.

Kurth Lancaster, SMH Consultants, Representative for Applicant- We went through this process back in the day and of course 2020 hit and things happened, and the project became kind of fluid and went on hold for various reasons. When things fired back up that's when we started to revisit and like she mentioned, revising some of the site plan, we are going through some of those revisions now. That has been a fluid situation as far as what kinds of elements they want to have. The big building and the sports use has always stayed. The type of restaurant and that kind of stuff has been kind of fluid, and I think that has finally calmed down but we know this is what we are doing so we can get those plans revisions and go from there. I can answer any questions best I can if you have any.

Member Crist- This is just a technical glitch in the process?

Kurth Lancaster- In my opinion yes. The building pad was done in 2020 and then it sat and so when they decided okay we are ready to fire back up again we said ok and then we started looking at some site plan revisions and things like that because they wanted to rearrange some things and we said ok we can do that and I don't know

what brough it up and I went over to the County and there is no plat. What happened to the plat? It never got finished. It went through commission and everything, but it didn't get finished, it didn't get recorded. And then they went back and looked at the rezone and it went through and everything but there was a glitch in the description, and I had to go and correct everything.

OPEN PUBLIC COMMENT
CLOSE PUBLIC COMMENT

MEMBER RANDALL MADE A MOTION TO APPROVE THE REZONE FROM C-2 GENERAL COMMERCIAL DISTRICT, R-2 SINGLE FAMILY RESIDENTIAL DISTRICT, AND R-C TO CONDEMINIUM-TOWNHOUSE DISTRICT TO "C-2" GENERAL COMMERCIAL. MEMBER CRIST SECONDED THE MOTION.

Anliker	Collins	Crockett	Crist	Germann	Glass	Michel	Randall	Rupp
Yea	Yea	Yea	Yea	Yea	Yea	Not Present	Yea	Yea

Motion passed.

MEMBER CROCKETT MADE A MOTION TO AMEND THE AGENDA TO ADD CASE GC2024-41 TO THE AGENDA. MEMBER GLASS SECONDED THE MOTION.

Anliker	Collins	Crockett	Crist	Germann	Glass	Michel	Randall	Rupp
Yea	Yea	Yea	Yea	Yea	Yea	Not Present	Yea	Yea

Motion passed.

GC2024-11: Rezone from "G-C" General Commercial District (County Zoning) to "C-2" General Commercial District, E. Mary Street and Highway 156, Garden City, KS, Applicant Worf Land, LLC.

Staff Charles- Presented Staff Report.

*Chair Germann-*So this remaining parcel is all that remains of what has been annexed already?

Staff Charles- Correct.

Chair Germann- But there will be some additional ones that they will have to deal with at a later date?

Staff Charles- There could be some of these areas that you see, we've got rural residential there and commercial, we have had the discussions but this time we are just kind of looking for some options and some ways for us to get the remainder part of the road, because it does become a little confusing on enforcement when part of it is county and part of it is City.

Member Crist- What are you asking us to do?

Staff Charles- I'm asking you to rezone from county general commercial to city general commercial as they are in city limits now.

Chair Germann- It is interesting for the same property and very similar uses, even residential, the city has zoning districts like R-1, R-2, R-3, and they each have different uses residentially whether it is single family attached, detached, condominium, apartments, that kind of thing. In the county they don't have R-1, R-2, they have rural residential, suburban estates, but they are completely different titles that what the city has and that is what we have in this instance. The commercial zoning in the city is called one thing and it is called another thing if it is in the county. So, once it was annexed into the city, we just have to change it to a city commercial zoning rather than a county commercial zoning.

General discussion regarding zoning regulation uses.

Member Anliker- recused herself from the vote.

Member Rupp- When the city annexes the streets, does the property owner that used to own to the center of the road, there's not reimbursement they don't pay for the road, the city just takes over?

Staff Charles- It be dedicated to the city. There are not always those instances that it happens. It just kind of ends up on the property itself and sometimes there are some areas. I would say that this is one of the areas that we would have to go get additional right-of-way and we've been in talks with the property owner. If you aren't

aware, they are extending the trail out in this area, a ten-foot trail. So, all along Jennie Barker we have done a ten-foot trail or sidewalk, and it will extend into this area.

OPEN PUBLIC COMMENT

Polly Witt, Neighboring Property Owner- We are not opposed to the rezoning. Our concern is drainage, to make sure that it is in compliance with the overflow on the highway and come on to our property because that area can get very low, and water can stand there and historically it has gone across the highway. Its much better since Wal-Mart and Sam's and all of that and they reconfigured the drainage ditches, but it is a concern with that much development coming in. Just make sure that they comply with all the drainage rules. It always happens with the hotel, and we don't want it to happen again. Please just be aware of that as an issue. Again, we are not opposed to the zoning at all, but just make sure that drainage is looked at very carefully.

CLOSE PUBLIC COMMENT

MEMBER CROCKETT MADE A MOTION TO RECOMMEND APPROVAL OF THE REZONE FROM "G-C" GENERAL COMMERCIAL (COUNTY DISTRICT) TO "C-2" GENERAL COMMERCIAL DISTRICT (CITY ZONING). MEMBER GLASS SECONDED THE MOTION.

Anliker	Collins	Crockett	Crist	Germann	Glass	Michel	Randall	Rupp
Abstain	Yea	Yea	Yea	Yea	Yea	Not Present	Yea	Yea

Motion passed.

7. COMMISSION MEMBER REPORTS

Member Rupp- Asked for an update on amending the regulation regarding residential storage container units.

Staff Charles- Gave a brief update regarding the amendment of the zoning regulations to allow residential storage container units and let the board know that more research will need to be completed, and a study session will be done at a later time for this discussion.

Chair Germann- Asked staff if industrial zoning next to residential zoning is a state statute.

Staff Charles- Let board know that there is nothing stating that industrial zoning is not allowed by residential zoning and to consider the criteria listed in the staff report when making their decision for a rezone. *Discussion ensued.*

8. ADJOURN

The meeting was adjourned at 10:40 A.M.

Trent Maxwell — Secretary
Aleecya Charles — Staff

Vicki Germann — Chairman
Sean Collins — Vice-Chairman

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Daunte Thompson, Planner
DATE: November 5, 2024
RE: Community Health Advisory Board Meeting Minutes

ISSUE:
Presentation of the Community Health Advisory Board January 18, 2024, February 13, 2024, March 12, 2024, April 9, 2024, June 11, 2024, August 13, 2024, and September 10, 2024 minutes.

BACKGROUND:
Attached are the Community Health Advisory Board minutes from the January 18, 2024, February 13, 2024, March 12, 2024, April 9, 2024, June 11, 2024, August 13, 2024, and September 10, 2024 meetings.

ALTERNATIVES:

RECOMMENDATION:
There is no recommendation.

FISCAL NOTE:
There is no fiscal impact.

ATTACHMENTS:
CHAB January Minutes
CHAB February Minutes
CHAB March Minutes
CHAB April Minutes
CHAB June Minutes
CHAB August Minutes
CHAB September Minutes

Present: Diane Elliot, Jeanne Rupp, Callie Dyer, Isaac Acosta, Melissa Savolt

Absent: Lisa Southern, Michael Gonzalez, Robert DeLeon, Deyna Ontiveros

Community Health Advisory Board Minutes

Tuesday, January 18, 2024

12:00 P.M. City Administration City Commission Chambers – Garden City, Kansas

Note: If you require any accommodation (i.e. qualified interpreter, large print, reader, hearing assistance) to attend this meeting, please notify this office at (620) 276- 1157 no later than 48 hours prior to the scheduled commencement of the meeting.

I. CALL THE REGULAR MEETING TO ORDER

Liaison Burke called the meeting to order.

II. APPROVAL OF THE MINUTES
   a. Member Savolt moved to approve the December 2023 minutes. Member Elliot seconded the motion. Motion passed with a 5-0 vote.

III. STAFF UPDATE
   a. No staff update was provided.

IV. BUSINESS
   a. Chair and Vice Chair Appointments
      i. Member Acosta moved to appoint Member Dyer as Chair and Member Savolt as Vice Chair. The motion was seconded by Member Rupp. Motion passed 5-0.
   b. New Member Introductions
      i. The Board introduced themselves individually and mentioned their place of employment and why they wanted to be a member of the Board.
   c. KOMA Review
      i. Liaison Burke provided the Board with a review of the Kansas Open Meetings Act.
   d. 2023 Annual Reports
      i. Review 2023 Annual Reports from Agencies
         1. The Board discussed the annual reports and presentations received by agencies. Generally, the Board was happy with the reports and presentations and would like to continue the same process next year.
      ii. Review 2023 Board Annual Report
         1. The Board discussed the proposed Board Annual Report, suggesting to list all the agencies that received funding. Member Elliot moved to approve the Board's Annual Report with the suggested change. Member Savolt seconded the motion. Motion passed 5-0.
   e. Member-introduced Items
      i. The Board discussed connecting community stakeholders with the hospital to share the hardships they are experiencing. The Board also discussed increasing public involvement and engagement with the hospital.
   f.

V. COMMENTS
   a. MEMBER SAVOLT had no comments.

   b. MEMBER DYER had no comments.

   c. MEMBER SOUTHERN was absent.

d. MEMBER GONZALEZ was absent.

e. MEMBER DELEON was absent.

f. MEMBER ONTIVEROS was absent.

g. MEMBER ACOSTA had no comments.

h. MEMBER RUPP had no comments.

i. MEMBER ELLIOT had no comments.

VI. ADJOURN

a. Chair Dyer adjourned the meeting.

Community Health Advisory Board Minutes

Tuesday, February 13, 2024

12:00 P.M. City Admin Meeting Room – Garden City, Kansas

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I. CALL THE REGULAR MEETING TO ORDER
   a. Chair Dyer called the meeting to order.

II. APPROVAL OF THE MINUTES
   a. Member Rupp moved to approve the January 2024 minutes with the correction to Member Elliott's last name. Member Acosta seconded the motion. Motion passed with a 7-0 vote.

III. STAFF UPDATE
   a. No staff update was provided.

IV. BUSINESS
   a. Review 2024 Community Grant Funding Requests
      i. The Board reviewed all thirteen applications and heard from representatives from Family Crisis Services, Jana Brown & Caitlin Sotelo, LHEAT, and Western Kansas Coalition for First Responders. Chair Dyer abstained from discussion and voting related to LHEAT. The Board also noted that this year, they received more funding requests than in previous years.
      ii. Member Elliott moved to redirect the Tumbleweed Festival Application to the Art Grant. Member Savolt seconded the motion. Motion passed with a 7-0 vote. The Board discussed a desire to have funds stay within Garden City and not be utilized outside of the community.
      iii. Member Gonalez moved to approve the funding recommendation noted below from the 2024 Community Grant application process. Member Elliott seconded the motion. The motion passed with a 6-0 vote, with Chair Dyer abstaining from the vote.

Agency	Amount Requested	Amount Recommended
Aim to Inspire Meliorism, LLC	$4,000	$0
Family Crisis Services	$6,000	$5,700
Faith's Friends	$4,300	$0
Finney County Committee on Aging, Inc.	$10,000	$5,000
Garden City Nets	$2,150	$0
Jana Brown & Caitliln Sotelo	$5,000	$4,500
Kansas Children's Service League	$11,500	$4,500
LHEAT	$6,000	$4,800
Little Leaders of GCK	$1,300	$0
Red Dog Children's Museum	$9,000	$0

Skill LLC	$5,000	$0
Tumbleweed Festival	$13,000	$0
Western Kansas Coalition for First Responders	$10,000	$7,000
Total	**$87,250**	**$31,500**

1.

b. Member-introduced Items

i. There were no member-introduced items.

V. COMMENTS

a. MEMBER SAVOLT had no comments.

b. MEMBER DYER had no comments.

c. MEMBER SOUTHERN had no comments.

d. MEMBER GONZALEZ had no comments.

e. MEMBER DELEON was absent.

f. MEMBER ONTIVEROS was absent.

g. MEMBER ACOSTA had no comments.

h. MEMBER ELLIOTT had no comments.

i. MEMBER RUPP had no comments.

VI. ADJOURN

a. The meeting was adjourned at 12:58 PM.

COMMUNITY HEALTH AND ADVISORY BOARD

City of Garden City
Tuesday, March 12, 2024
12:00 PM

CALL THE REGULAR MEETING TO ORDER

Vice-chair Savolt called the meeting to order. Chair Dyer was not yet present.

APPROVAL OF THE MINUTES

February 2024 Minutes

Moved to Approve by Elliott; seconded by Acosta.
Ayes: Savolt, Deleon, Acosta, Elliott, Rupp
Nays: None
Absent: Dyer, Southern, Gonzalez, Ontiveros

STAFF UPDATE

Peak Agenda

a. Liaison Thompson provided the Board with an update regarding the City's move to the Peak Agenda software.

City Commission Goal Setting Update

a. Liaison Thompson notified the Board that the City Commission met at their annual retreat to set goals and that Liaison Burke will provide further details at the next meeting.

City Commission Funding Approval

a. Liaison Thompson notified the Board that the City Commission approved the funding requests for the 2024 Community Grant as recommended by the Board.

Co-Responder Update

a. Liaison Thompson provided an update regarding the status of the co-responder program. The City's legal team is reviewing the agreement, which will then be sent to Compass Behavioral Health.

BUSINESS

Genesis Annual Report

a. Liaison Thompson notified the Board that Genesis Health submitted their 2023 Annual Report.

Healthcare/Mental Health Care Access

a. Chair Dyer summarized the previous discussions regarding the Board's work on The Pillars of a Welcoming Garden City. The Board discussed the School's mental health care response and needs. The Board also discussed insurance and language barriers and how virtual services may help reduce these barriers and provide more services.

Member-introduced Items

a. There were no member-introduced items.

COMMENTS

a. Member Savolt had no comments.

b. Member Dyer discussed that she will be attending the Coalition on Today's Marijuana Seminar.

c. Member Southern was absent.

d. Member Gonzalez was absent.

e. Member DeLeon provided an update on the Unite Us platform and will present the process at the next meeting.

f. Member Ontiveros was absent.

g. Member Acosta had no comments.

h. Member Elliott had no comments.

i. Member Rupp has no comments.

ADJOURN

a. Chair Dyer adjourned the meeting.

COMMUNITY HEALTH ADVISORY BOARD
City of Garden City
Tuesday, April 9, 2024
12:00 PM

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CALL THE REGULAR MEETING TO ORDER

Chair Dyer called the meeting to order.

APPROVAL OF THE MINUTES

March 2024 Minutes

Moved to Approve by Elliott; seconded by Acosta.
Ayes: Dyer, Savolt, Southern, Gonzalez, Deleon, Ontiveros, Acosta, Elliott
Nays: None
Absent: Rupp

STAFF UPDATE

City Commission Goal Setting Update

Liaison Thompson provided the Board with an update that the City Commission approved the goals set at their annual retreat and discussed some of the goals that relate to the Board.

Genesis Annual Report

Liaison Thompson notified the Board that Genesis Health submitted their 2023 Annual Report.

BUSINESS

Unite Us Platform Presentation

Member DeLeon gave a presentation and demonstration of the Unite Us platform. The Board discussed how this system can be implemented in other organizations in the community.

Healthcare/Mental Health Care Access

Member Southern provided an annual report on Compass and briefly discussed the co-responder program. The Board also discussed the desire for future presentations from other members.

COMMENTS

Member Savolt

had no comments.

Member Dyer
had no comments.

Member Southern
discussed the event for law enforcement personnel and their families in Garden City and Dodge City this week.

Member Gonzalez
had no comments.

Member DeLeon
had no comments.

Member Ontiveros
had no comments.

Member Acosta
had no comments.

Member Elliott
had no comments.

Member Rupp
was absent.

ADJOURN

Chair Dyer adjourned the meeting.

COMMUNITY HEALTH AND ADVISORY BOARD

City of Garden City
Tuesday, June 11, 2024
12:00 PM

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CALL THE REGULAR MEETING TO ORDER

APPROVAL OF THE MINUTES

Member Dyer was not yet present.

Moved to Approve by Acosta; seconded by Elliott.
Ayes: Dyer, Savolt, Southern, Deleon, Acosta, Elliott, Rupp
Nays: None
Absent: Gonzalez, Ontiveros

April 2024 Minutes

STAFF UPDATE

Liasion Thompson had no staff updates to provide the Board.

BUSINESS

City Commission Goals Review

Liaison Burke explained how the City Commission created the goals and the input that was provided. Member Southern mentioned the goal "Work with Finney County on a Law Enforcement Center solution" and its tie to mental health services in the jail. Member Elliott mentioned the "Increase sidewalks" and "Connect existing trails" goals and the media effort to highlight new systems and parks. Member Savolt mentioned physician retention and the Board discussed how it connects with the "Support healthcare providers in the community." The Board discussed the Welcoming Garden City Committee and healthcare access. The Board discussed law enforcement, public safety, and incident training and preparation for organizations within the community. Liaison Burke explained how these goals will be updated throughout the year.

COMMENTS

Member Dyer

had no comments.

Member Southern

provided the Board with information about a suicide prevention training in June. Member Southern also mentioned mobile crisis outreach data about organizations throughout the state and highlighted the work of Compass Behavorial Health.

Member Gonzalez
was absent.

Member DeLeon
provided an updated regarding Unite Us platform.

Member Onitveros
was absent.

Member Acosta
had no comments.

Member Elliott
had no comments.

Member Rupp
had no comments.

ADJOURN

COMMUNITY HEALTH ADVISORY BOARD

City of Garden City
Tuesday, August 13, 2024
12:00 PM

Note: If you require any accommodation (i.e. qualified interpreter, large print, reader, hearingassistance) to attend this meeting, please notify this office at (620) 276- 1157 no later than 48 hoursprior to the scheduled commencement of the meeting.

CALL THE REGULAR MEETING TO ORDER

APPROVAL OF THE MINUTES

June 2024 Minutes

Member Elliott made a correction to note Member Elliott as present at the June 2024 meeting. Member Acosta made a motion to approve the minutes with the correction. Member Savolt seconded the motion.

STAFF UPDATE

The Board was provided with no staff updates.

BUSINESS

City Commission Goals Update and Discussion

Liaison Burke provided the Board with an update regarding the goal related to the Law Enforcement Center, the use agreement, and the termination notice.

Assistant City Manager Ramos provided an update regarding the youth engagement goal and asked for suggestions from the Board. Member Elliott mentioned the new graduation requirements and how the youth engagement goal relates to the new requirements. Assistant City Manager Ramos also discussed the workforce development and increased sidewalks goals.

Liaison Burke provided an update regarding the second application for AFAC Funding and goals that are prioritized for the selections.

COMMENTS

Member Savolt

had no comments.

Member Dyer

provided details on another upcoming illicit drugs training hosted by LiveWell Finney County. Member Dyer also commented on the new trail system throughout the County.

Member Southern

provided an update regarding the new Compass Behavioral Health office location, new services that are planning to provide, and commented on the mobile crisis pilot program within the community.

Member Gonzalez
discussed the Common Spirit's Health Advancement Equity Fund application process.

Member DeLeon
had no comments.

Member Onitveros
had no comments.

Member Acosta
had no comments.

Member Elliott
discussed the back to school activities, including CRP training provided to staff and relationship building.

Member Rupp
was absent.

ADJOURN
adjourned at 1:02.

COMMUNITY HEALTH ADVISORY BOARD
City of Garden City
Tuesday, September 10, 2024
12:00 PM

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CALL THE REGULAR MEETING TO ORDER

APPROVAL OF THE MINUTES

August 2024 Minutes

Moved to Approve by Acosta; seconded by Southern.
Ayes: Dyer, Savolt, Southern, Gonzalez, Deleon, Acosta, Rupp
Nays: None
Absent: Ontiveros, Elliott

STAFF UPDATE

Member Resignation
Liaison Burke notified the Board that Deyna Ontiveros has resigned from the Board and they are working to fill the representative from the Finney County Health Department.

Capital Improvement Plan Process Nomination
Liaison Burke discussed the Capital Improvement Plan process and asked the Board to nominate a representative. Member Rupp, Member DeLeon, and Chair Dyer stated they will attend the process meetings.
The Board nominated Member Rupp as the CHAB Representative.

Moved to Approve by Acosta; seconded by Savolt.
Ayes: Dyer, Savolt, Southern, Gonzalez, Deleon, Acosta, Rupp
Nays: None
Absent: Ontiveros, Elliott

BUSINESS

Welcoming America: Safe & Healthy Community Pilar Action Items
The Board discussed the community's need for alcohol and drug treatment facilities, and sidewalks, trails and walkability. The Board requested adding the action items of:

- "Broaden substance use disorder treatment options by increasing the availability of intensive outpatient and inpatient services and facilities."
- "Enhance the City’s walkability by expanding and improving infrastructure dedicated

to biking and pedestrian pathways throughout Garden City."

Moved to Approve by Deleon; seconded by Rupp.
Ayes: Dyer, Savolt, Southern, Gonzalez, Deleon, Acosta, Rupp
Nays: None
Absent: Ontiveros, Elliott

COMMENTS

Member DeLeon discussed the work with Unite Us Platform implementation.
Member Acosta had no comments.
Member Savolt had no comments.
Member Gonzalez had no comments.
Member Rupp had no comments.
Member Southern had no comments.
Chair Dyer discussed the Kansas Avenue and 11th Street crosswalk request from Garden Valley Retirement Center, mentioned the lunch and learn hosted by LiveWell Finney County on the LGBTQIA+ Community topic and the annual LiveWell meeting that will present the work the organization completed last fiscal year.
Member Elliott was absent.

ADJOURN