



**AGENDA  
CITY COMMISSION MEETING  
TUESDAY, APRIL 2, 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 Garden City Regional Airport to tour Phase II of the terminal construction project. Administrative staff will be present and the pre-meeting is open to the public.

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

**3. PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION**

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

- 4.A. March 19, 2024 Commission Meeting minutes  
[March 19, 2024 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 allowing the Mayor to proclaim April 14-20, 2024, as National Public Safety Telecommunications Week in Garden City, Kansas.

[The Governing Body is asked to consider and approve allowing the Mayor to proclaim April 14-20, 2024, as National Public Safety Telecommunications Week in Garden City, Kansas.](#)

- 6.B. The Governing Body is asked to consider and approve allowing the Mayor to proclaim April 26, 2024, as Arbor Day in Garden City, Kansas.

[The Governing Body is asked to consider and approve allowing the Mayor to proclaim April 26, 2024, as Arbor Day in Garden City, Kansas.](#)

**7. REPORT OF THE CITY MANAGER**

- 7.A. Staff will provide an update on the recent tornado and emergency response on March 24, 2024.

- 7.B. Presentation of the February 2024 Master Activity Report from the Garden City Police Department.  
[Presentation of the February 2024 Master Activity Report from the Garden City Police Department.](#)
- 7.C. Presentation of the March 2024 Monthly Sales Tax Reports from Service and Finance.  
[Presentation of the March 2024 Monthly Sales Tax Reports from Service and Finance.](#)

## **8. MEETINGS OF NOTE**

- 8.A.
- April 4, 2024 - Citizens Academy Session Three - Human Resources, Information Technology, Communications, Neighborhood Development Services and Geographic Information Systems at the City Administrative Center from 5:30 p.m. to 8:30 p.m.
  - April 11, 2024 - Garden City Area Chamber of Commerce Awards Banquet & Annual Meeting at Garden City Community College, Dennis Perryman Complex at 5:30 p.m.
  - April 11, 2024 - Citizens Academy Session Four - Police, Fire, Municipal Court and Prosecution at the Law Enforcement Center from 5:30 p.m. to 8:30 p.m.
  - April 12-13, 2024 - League of Kansas Municipalities - City Leaders Academy: Foundational Program in Manhattan, Kansas
  - April 17, 2024 - Garden City Area Chamber of Commerce Breakfast at the Clarion Inn at 7:10 a.m.
  - April 17, 2024 - Kansas Water Authority meeting at Garden City Community College - Beth Tedrow Student Center at 8:00 a.m.
  - April 17, 2024 - Upper Arkansas Watershed Group Annual Meeting at the Clarion Inn at 6:00 p.m.
  - April 18, 2024 - Citizens Academy Session Five - Airport and City Link at the Garden City Regional Airport with transportation provided by City Link from 5:30 p.m. to 8:30 p.m.
  - April 20, 2024 - Garden City Area Chamber of Commerce Legislative Coffee at the Beth Tedrow Student Center from 10:00 a.m. - 11:30 a.m.
  - April 24, 2024 - Finney County Economic Development Corporation Board of Directors meeting in the City Chambers at the City Administrative Center at 7:30 a.m.
  - April 25, 2024 - Citizens Academy Session Six - Electric, Water and Wastewater at the Utility Service Center from 5:30 p.m. to 8:30 p.m.
  - April 25, 2024 - Western Kansas Congressional Reception in Dodge City at Boot Hill Convention Center
  - June 11-12, 2024 - Garden City Congressional Reception in Washington D.C.

## **9. CONSIDERATION OF APPROPRIATION ORDINANCE**

- 9.A. Appropriation Ordinance No. 2600-2024A

## **10. CONSIDERATION OF ORDINANCES AND RESOLUTIONS**

- 10.A. 1:15 p.m. - The public hearing for consideration to adopt the Development Plan and establish the Reinvestment Housing Incentive District (RHID) for Hunters Glen Phase Three A by Ordinance is brought before the Governing Body.

1. Ordinance No. \_\_\_\_\_ - 2024, an ordinance of the City of Garden City Kansas, establishing Hunters Glen Phase Three A as a Reinvestment Housing Incentive District within the City, adopting a plan for the Development of Housing and Public Facilities in such district, and making certain findings in conjunction therewith.

1:15 p.m. - The public hearing for consideration to adopt the Development Plan and establish the Reinvestment Housing Incentive District (RHID) for Hunters Glen Phase Three A by Ordinance is brought before the Governing Body. Â Â Ordinance No. \_\_\_\_\_

- 2024, an ordinance of the City of Garden City Kansas, establishingÂ Hunters Glen Phase Three A as a Reinvestment Housing Incentive District within the City, adopting a plan for the Development of Housing and Public Facilities in such district, and making certain findings in conjunction therewith.

1:15 p.m. - The public hearing for consideration to adopt the Development Plan and establish the Reinvestment Housing Incentive District (RHID) for Hunters Glen Phase Three A by Ordinance is brought before the Governing Body. Â Â Ordinance No. \_\_\_\_\_

- 2024, an ordinance of the City of Garden City Kansas, establishingÂ Hunters Glen Phase Three A as a Reinvestment Housing Incentive District within the City, adopting a plan for the Development of Housing and Public Facilities in such district, and making certain findings in conjunction therewith.

1:15 p.m. - The public hearing for consideration to adopt the Development Plan and establish the Reinvestment Housing Incentive District (RHID) for Hunters Glen Phase Three A by Ordinance is brought before the Governing Body. Â Â Ordinance No. \_\_\_\_\_

- 2024, an ordinance of the City of Garden City Kansas, establishingÂ Hunters Glen Phase Three A as a Reinvestment Housing Incentive District within the City, adopting a plan for the Development of Housing and Public Facilities in such district, and making certain findings in conjunction therewith.

- 10.B. 1:30 p.m. - The public hearing for consideration to adopt the Development Plan and establish the Reinvestment Housing Incentive District (RHID) for Hunters Glen Phase Three B by Ordinance is brought before the Governing Body.

1. Ordinance No. \_\_\_\_\_ - 2024, an ordinance of the City of Garden City Kansas, establishing Hunters Glen Phase Three B as a Reinvestment Housing Incentive District within the City, adopting a plan for the Development of Housing and Public Facilities in such district, and making certain findings in conjunction therewith.

1:30 p.m. - The public hearing for consideration to adopt the Development Plan and establish the Reinvestment Housing Incentive District (RHID) for Hunters Glen Phase Three B by Ordinance is brought before the Governing Body. Â Â Ordinance No. \_\_\_\_\_

- 2024, an ordinance of the City of Garden City Kansas, establishingÂ Hunters Glen Phase Three B as a Reinvestment Housing Incentive District within the City, adopting a plan for the Development of Housing and Public Facilities in such district, and making certain findings in conjunction therewith.

1:30 p.m. - The public hearing for consideration to adopt the Development Plan and establish the Reinvestment Housing Incentive District (RHID) for Hunters Glen Phase Three B by Ordinance is brought before the Governing Body. Â Â Ordinance No. \_\_\_\_\_

- 2024, an ordinance of the City of Garden City Kansas, establishingÂ Hunters Glen Phase Three B as a Reinvestment Housing Incentive District within the City, adopting a plan for the Development of Housing and Public Facilities in such district, and making certain findings in conjunction therewith.

1:30 p.m. - The public hearing for consideration to adopt the Development Plan and establish the Reinvestment Housing Incentive District (RHID) for Hunters Glen Phase Three B by Ordinance is brought before the Governing Body. Â Â Ordinance No. \_\_\_\_\_ - 2024, an ordinance of the City of Garden City Kansas, establishingÂ Hunters Glen Phase Three B as a Reinvestment Housing Incentive District within the City, adopting a plan for the Development of Housing and Public Facilities in such district, and making certain findings in conjunction therewith.

10.C. 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 (306 N. 12th Street - Couches located outside of the property).

The Governing Body is asked to consider and approve an Environmental Nuisance Resolution. Â 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 (306 N. 12th Street - Couches located outside of the property).

The Governing Body is asked to consider and approve an Environmental Nuisance Resolution. Â 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 (306 N. 12th Street - Couches located outside of the property).

## 11. OLD BUSINESS

## 12. NEW BUSINESS

12.A. The Governing Body is asked to provide direction on how to proceed with the interlocal agreement for joint Neighborhood & Development Services with the Finney County Board of Commissioners.

The Governing Body is asked to provide direction on how to proceed with the interlocal agreement for joint Neighborhood & Development Services with the Finney County Board of Commissioners.

The Governing Body is asked to provide direction on how to proceed with the interlocal agreement for joint Neighborhood & Development Services with the Finney County Board of Commissioners.

The Governing Body is asked to provide direction on how to proceed with the interlocal agreement for joint Neighborhood & Development Services with the Finney County Board of Commissioners.

12.B. The Governing Body is asked to consider and approve an agreement between the City of Garden City and Kansas Housing Resource Corporation for the grant in the amount of \$2,000,000.00 from the Kansas Moderate Income Housing - American Rescue Plan Act Grant Program for the Sligo Station Project.

The Governing Body is asked to consider and approve an agreement between the City

of Garden City and Kansas Housing Resource Corporation for the grant in the amount of \$2,000,000.00 from the Kansas Moderate Income Housing - American Rescue Plan Act Grant Program for the Sligo Station Project.

- 12.C. The Governing Body is asked to consider and approve an agreement between the City of Garden City and Hawkeye Development Corporation for the grant in the amount of \$2,000,000.00 from the Kansas Moderate Income Housing - American Rescue Plan Act Grant Program from the Kansas Housing Resources Corporation.

The Governing Body is asked to consider and approve an agreement between the City of Garden City and Hawkeye Development Corporation for the grant in the amount of \$2,000,000.00 from the Kansas Moderate Income Housing - American Rescue Plan Act Grant Program from the Kansas Housing Resources Corporation.

- 12.D. The Governing Body is asked to consider and approve a Development Agreement for Hunters Glen Phase Four.

The Governing Body is asked to consider and approve a Development Agreement for Hunters Glen Phase Four.

The Governing Body is asked to consider and approve a Development Agreement for Hunters Glen Phase Four.

The Governing Body is asked to consider and approve a Development Agreement for Hunters Glen Phase Four.

- 12.E. The Governing Body is asked to consider and approve ratifying the 2024-2025 Strategic Goals and Objectives.

The Governing Body is asked to consider and approve ratifying the 2024-2025 Strategic Goals and Objectives.

- 12.F. The Governing Body is asked to consider and approve the distribution of Art Grant funds as recommended by the Art Grant Committee.

The Governing Body is asked to consider and approve the distribution of Art Grant funds as recommended by the Art Grant Committee.

The Governing Body is asked to consider and approve the distribution of Art Grant funds as recommended by the Art Grant Committee.

The Governing Body is asked to consider and approve the distribution of Art Grant funds as recommended by the Art Grant Committee.

The Governing Body is asked to consider and approve the distribution of Art Grant funds as recommended by the Art Grant Committee.

The Governing Body is asked to consider and approve the distribution of Art Grant funds as recommended by the Art Grant Committee.

The Governing Body is asked to consider and approve the distribution of Art Grant funds as recommended by the Art Grant Committee.

The Governing Body is asked to consider and approve the distribution of Art Grant funds as recommended by the Art Grant Committee.

- 12.G. Staff requests Governing Body consideration of an Executive Session pursuant to K.S.A. 75-4319(b)(1) pertaining to personnel matters of nonelected personnel and their contractual obligations because if this matter were discussed in open session it might invade the privacy of those discussed.

- 12.H. Staff requests Governing Body consideration of an Executive Session pursuant to K.S.A. 75-4319(b)(6) pertaining to preliminary discussions relating to the acquisition of real property.

**13. CONSENT AGENDA**

- 13.A. The Governing Body is asked to consider and approve Garden City Fire Department Firefighter II Cory Rupp for an appointment to the Southwest Regional Emergency Planning Council (SWREPC).

The Governing Body is asked to consider and approve Garden City Fire Department Firefighter II Cory Rupp for an appointment to the Southwest Regional Emergency Planning Council (SWREPC).

- 13.B.

The Governing Body is asked to consider and approve the Final Plat, Mastin Addition.

The Governing Body is asked to consider and approve the Final Plat, Mastin Addition.  
The Governing Body is asked to consider and approve the Final Plat, Mastin Addition.  
The Governing Body is asked to consider and approve the Final Plat, Mastin Addition.

- 13.C. The Governing Body is asked to consider and approve the Final Plat, Hunters Glen Phase Three A.

The Governing Body is asked to consider and approve the Final Plat, Hunters Glen Phase Three A.

The Governing Body is asked to consider and approve the Final Plat, Hunters Glen Phase Three A.

The Governing Body is asked to consider and approve the Final Plat, Hunters Glen Phase Three A.

- 13.D. The Governing Body is asked to consider and approve the Final Plat, Hunters Glen Phase Three B.

The Governing Body is asked to consider and approve the Final Plat, Hunters Glen Phase Three B.

The Governing Body is asked to consider and approve the Final Plat, Hunters Glen Phase Three B.

The Governing Body is asked to consider and approve the Final Plat, Hunters Glen Phase Three B.

- 13.E. The Governing Body is asked to consider and approve the Final Plat, Hunters Glen Phase Four.

The Governing Body is asked to consider and approve the Final Plat, Hunters Glen Phase Four.

The Governing Body is asked to consider and approve the Final Plat, Hunters Glen Phase Four.

The Governing Body is asked to consider and approve the Final Plat, Hunters Glen Phase Four.

**14. CITY COMMISSION REPORTS**

**15. COMMISSIONER UNRUH**

**16. COMMISSIONER CESSNA**

**17. COMMISSIONER LANDGRAF**

**18. COMMISSIONER NGUYEN**

**19. MAYOR ORTIZ**

**20. OTHER ENTITIES**

20.A. Public Safety Advisory Board Minutes - January 2024 Minutes

[Public Safety Advisory Board Minutes - January 2024 Minutes](#)

20.B. Holcomb-Garden City-Finney County Area Planning Commission Minutes - February 15, 2024

[Holcomb-Garden City-Finney County Area Planning Commission Minutes - February 15, 2024](#)

20.C. Garden City Board of Zoning Appeals Minutes - February 13, 2024, Minutes

[Garden City Board of Zoning Appeals Minutes - February 13, 2024, Minutes](#)

**21. ADJOURN**



**TO:** City Commission  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Celyn N. Hurtado, City Clerk  
**DATE:**  
**RE:** Tour of Phase II at Garden City Regional Airport

---

**ISSUE:**

Pre-Meeting at 11:00 a.m. - 11:45 a.m., located at the Garden City Regional Airport to tour Phase II of the terminal construction project. Administrative staff will be present and the pre-meeting is open to the public.

**BACKGROUND:**

The Governing Body will tour Phase II of the terminal construction project at Garden City Regional Airport.

**ALTERNATIVES:**

**RECOMMENDATION:**

**FISCAL NOTE:**

# THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS

City of Garden City

March 19, 2024

## Call to Order

The regular meeting of the Board of Commissioners of the City of Garden City was held at 1:00 PM at the City Administrative Center Tuesday, March 19, 2024.

All members were present. Mayor Ortiz opened the meeting with the Pledge of Allegiance and Invocation.

## Approval of Minutes

The March 5, 2024 Commission Meeting minutes were approved with corrections.

## Public Comment

### Consideration of Petitions, Memorials and Remonstrances

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

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

Ayes: Cessna, Landgraf, Nguyen, Ortiz, Unruh

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

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

Ayes: Cessna, Landgraf, Nguyen, Ortiz, Unruh

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

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

Ayes: Cessna, Landgraf, Nguyen, Ortiz, Unruh

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

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

Ayes: Cessna, Landgraf, Nguyen, Ortiz, Unruh

### **Report of the City Manager**

Assistant City Manager Burke presented a current status of the Neighborhood & Development Services interlocal agreement negotiations with Finney County.

Public Works & Utilities Director Muirhead presented information on a Notice of Grant award from the Kansas Corporation Commission (KCC) regarding the Infrastructure Investment and Jobs Act application.

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

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

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

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

### **Meetings of Note**

- March 16, 2024 - Garden City Area Chamber of Commerce Legislative Coffee at the Beth Tedrow Student Center from 10:00 a.m. - 11:30 a.m.
- March 18, 2024 - Newman University and Garden City Community College - The Expansion of Higher Education Reception at GCCC, Beth Tedrow Student Center at 8:45 a.m.
- March 20, 2024 - Garden City Area Chamber of Commerce Breakfast at the Clarion Inn at 7:10 a.m.
- March 21, 2024 - Citizens Academy Session One - City Manager's Office, City Clerk, and Service and Finance at the City Administrative Center from 5:30 p.m. to 8:30 p.m.
- March 27, 2024 - Finney County Economic Development Corporation Board of Directors meeting in the City Chambers at the City Administrative Center at 7:30 a.m.
- March 28, 2024 - Citizens Academy Session Two - Buffalo Dunes, Recreation Center, O'Brate Gymnastics Center at Garden City Recreation from 5:30 p.m. to 8:30 p.m.
- April 11, 2024 - Garden City Area Chamber of Commerce Awards Banquet & Annual Meeting at Garden City Community College, Dennis Perryman Complex
- April 20, 2024 - Garden City Area Chamber of Commerce Legislative Coffee at the Beth Tedrow Student Center from 10:00 a.m. - 11:30 a.m.
- April 25, 2024 - Western Kansas Congressional Reception at Boot Hill Convention Center
- June 10-11, 2024 - Garden City Congressional Reception in Washington, D.C.

### **Consideration of Appropriation Ordinance**

Appropriation Ordinance No. 2599-2024A, "an appropriation ordinance making certain appropriations for certain claims in the amount of \$3,842,708.11, was read and considered section

by section.

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

Ayes: Cessna, Landgraf, Nguyen, Ortiz, Unruh

### **Consideration of Ordinances and Resolutions**

Mayor Ortiz opened the public hearing at 1:30 p.m. for the consideration of annexation for a portion of Jennie Barker Road by ordinance. Staff presented information regarding the annexation process.

Ray Heineman asked the Governing Body what type of development would be going into the area. Staff stated it is planned for multi-family residential.

After no further comments from the public, Mayor Ortiz closed the public hearing at 1:33 p.m.

Commissioner Nguyen moved to approve. Commissioner Cessna seconded the motion.

1. Ordinance No. 2977-2024, an ordinance annexing land to the City of Garden City, Kansas pursuant to subsections (a)(1),(3), and (6) of K.S.A. 12-520.

Ayes: Cessna, Landgraf, Nguyen, Ortiz, Unruh

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

1. Resolution No. 3107-2024, a resolution authorizing the removal of motor vehicle nuisances from certain properties in the City of Garden City, Kansas, pursuant to Section 38-63 of the Code of Ordinances of the City of Garden City, Kansas (503 N. Taylor Avenue - Blue Vehicle).

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

Ayes: Cessna, Landgraf, Nguyen, Ortiz, Unruh

### **New Business**

The Governing Body were presented and began consideration of, eleven factors related to the Findings of Fact and Conclusions about selecting a retail electric supplier for property annexed into the boundaries of the City of Garden City by Ordinance No. 2975-2024.

The Governing Body considered and approved minor changes to the Infrastructure Improvement Agreement with Maverik, Inc. as presented.

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

Ayes: Cessna, Landgraf, Nguyen, Ortiz, Unruh

The Governing Body considered and took no action regarding the application for the distribution of Downtown Development Funds for 220 North Main Street project.

The Governing Body considered and approved the distribution of Downtown Development Funds for 109 Grant Avenue in the amount of \$65,844.44.

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

Ayes: Cessna, Landgraf, Nguyen, Ortiz, Unruh

The Governing Body considered and approved a recommendation to the United States Department of Transportation to accept the proposal from American Airlines to provide Essential Air Service at Garden City Regional Airport.

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

Ayes: Cessna, Landgraf, Nguyen, Ortiz, Unruh

The Governing Body considered and approved the Garden City Fire Department applying for an Assistance to Firefighters Grant for acquisition of a tanker truck.

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

Ayes: Cessna, Landgraf, Nguyen, Ortiz, Unruh

The Governing Body considered and approved applying for a Fire Protection & Safety Grant for a new smokehouse.

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

Ayes: Cessna, Landgraf, Nguyen, Ortiz, Unruh

### ***Consent Agenda***

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

Ayes: Cessna, Landgraf, Nguyen, Ortiz, Unruh

The Governing Body considered and approved the Replat, Kansas Food Bank Addition.

The Governing Body considered and approved a bid for \$51,436 from Motorola Solutions for the purchase of radios and related accessories for Garden City Fire Department.

The Governing Body considered and approved the contractor licenses for March 19, 2024.

The Governing Body considered and approved a 2024 Taxi License for Pearl's Limo Service.

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

---

Manuel F. Ortiz, Mayor

ATTEST:

---

Celyn N. Hurtado, City Clerk

### **City Commission Reports**

A. Mayor Ortiz congratulated James Southern on his upcoming retirement and thanked the family and friends of Levita Rohlman Rupp for her years of service in the community and stated they were both local heroes. Mayor Ortiz thanked staff for their leadership and work throughout the community. Mayor Ortiz thanked the volunteers for the Outrun Childhood Obesity run put on by the Garden City Recreation Department.

B. Commissioner Unruh commented that the pre-meeting on the Commission Goals was very productive and thanked staff for their work. Commissioner Unruh stated he was excited to see James Southern and Levita Rohlman Rupp being recognized for their work and service in the community. Commissioner Unruh congratulated Public Works & Utilities Director Muirhead and staff for their work on obtaining the Kansas Corporation Commission - Infrastructure Investment and Jobs Act grant.

C. Commissioner Cessna stated the pre-meeting discussing the Commission Goals for the next 12-18 months was a very productive meeting and stated we are now seeing the results of past work in the Garden City Community College and Newman University collaboration for higher education. Commissioner Cessna stated that Senator Moran had announced the expansion of Highway 54/400 will begin in 2026 and another Commission goal. Commissioner Cessna reminded the community that Spring Cleanup starts April 1-12, 2024 and the map is on the City's website. Commissioner Cessna stated he attended the Chamber of Commerce's Legislative Coffee and the recent discussion was the State's budget. Commissioner Cessna reminded everyone to fly and shop local as it helps support the community.

D. Commissioner Landgraf commented that it is great to see the Commission and staff working together to have goals lined out for the future. Commissioner Landgraf stated he attended the Garden City Community College and Newman University ribbon cutting for the higher education collaboration and stated it is a great opportunity for students to receive up to \$20,000 scholarships while staying in Garden City.

E. Commission Nguyen thanked James Southern for his 21 years of service to the community as a firefighter. Commissioner Nguyen wished everyone a Happy Spring and encouraged everyone to check out Garden City Parks & Recreation Guide for all the upcoming programs being offered. Commissioner Nguyen stated it was a joy to recognize Levita Rohlman Rupp not only for her 9-5 job, but the time she spent outside of that helping refugees in the community. Commissioner Nguyen stated he recently enjoyed a tour of Garden City Community College's John Deere program, STEM building and a discussion on the goals for the college over the next few years. Commissioner Nguyen thanked City Manager Allen and staff for their work on the Commission Goals.



**TO:** City Commission  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Courtney E. Prewitt, Chief of Police  
**DATE:** April 2, 2024  
**RE:** 2024 National Public Safety Telecommunications Week

---

**ISSUE:**

The Governing Body is asked to consider and allow the Mayor to proclaim April 14-20, 2024, as National Public Safety Telecommunications Week in Garden City, Kansas.

**BACKGROUND:**

Proclaimed by Congress and signed by President Bill Clinton in 1991, National Public Safety Telecommunications Week is designated in the second week of April every year. The Garden City Police Department annually honors the 911 telecommunicators who serve Garden City and Finney County, as well as those who serve throughout the nation. The department recognizes this week with on-duty events and social media content.

**ALTERNATIVES:**

1. Approve the proclamation.
2. Deny the proclamation.

**RECOMMENDATION:**

Staff recommends approval of the proclamation.

**FISCAL NOTE:**

None.

**ATTACHMENTS:**

[2024\\_National\\_Telecommunications\\_Week\\_proclamation.pdf](#)

## PROCLAMATION

WHEREAS, the National Public Safety Telecommunications Week is designated in the second week of April every year, recognized by our nation since 1991; and

WHEREAS, over 5,700 primary and secondary public safety facilities field more than 240 million calls each year; and

WHEREAS, the Telecommunicators that keep our 911 system running are the lifeline between the public and our first responders, serving as the calm voice as they ensure that the day's crises and challenges are met, and contributing to the apprehension of criminals, treatment of patients, and extinguishing of fires; and

WHEREAS, Public Safety Telecommunicators exhibit professionalism, knowledge, and compassion during the performance of their jobs every day.

NOW, THEREFORE, I, Manny F. Ortiz, Mayor of the City of Garden City, Kansas do hereby proclaim April 14-20, 2024, as

### **NATIONAL PUBLIC SAFETY TELECOMMUNICATIONS WEEK**

and publicly salute the service of 911 telecommunicators in our community and in communities across the nation who do their part to help save millions of lives every day. Thank you for your dedication and sacrifices you make to create a better and safer world for the public.

Signed and sealed this 2nd day of April 2024.

\_\_\_\_\_  
Manny F. Ortiz, Mayor

Attest:

\_\_\_\_\_  
Celyn N. Hurtado, City Clerk



GARDEN CITY  
— KANSAS —  
**MEMORANDUM**

**TO:** City Commission  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Nolan Thill, Parks Superintendent  
**DATE:** March 25, 2024  
**RE:** 2024 Arbor Day Proclamation

---

**ISSUE:**

The Governing Body is asked to consider and allow the Mayor Ortiz to proclaim April 26, 2024, as Arbor Day in Garden City, Kansas.

**BACKGROUND:**

Every year around Arbor Day, the Garden City Parks and Recreation Department, the Parks and Recreation Advisory Board, and the Kansas Forest Service hold a tree planting ceremony at the school of the fifth grade Arbor Day poster contest winner. The contest and ceremony educate and bring awareness to elementary school children the many benefits of planting and maintaining trees in our communities. Also, the City of Garden City will be recognized as a Tree City USA community for the 46th consecutive year. This year's tree planting event will take place at Saint Dominic Catholic School on Monday, April 29, 2024, at 2:00 p.m.

To qualify as a Tree City USA community, four standards must be met:

1. A Tree Board or Department - Someone must be legally responsible for the care of all trees on city or town-owned property.
2. A Tree Care Ordinance - A basic public tree care ordinance forms the foundation of a city's tree care program. It provides an opportunity to set good policy and back it with the force of law when necessary.
3. A Community Forestry Program with an annual budget of at least \$2 per capita - city trees provide many benefits - clean air, clean water, shade, and beauty to name a few, and they also require an investment to remain healthy and sustainable. By providing support at or above the \$2 per capita minimum, a community demonstrates its commitment to grow and tend these valuable public assets.
4. An Arbor Day Observance and Proclamation - An effective program for community trees would not be complete without an annual Arbor Day Ceremony. Citizens join together to celebrate the benefits of community trees and the work accomplished to plant and maintain them. By passing and reciting an official Arbor Day proclamation, public officials demonstrate their support for the community tree program and complete the requirements for becoming a Tree City USA community!

**ALTERNATIVES:**

1. The Governing Body may approve the request to proclaim April 26, 2024, as Arbor Day.
2. The Governing Body may deny the request to proclaim April 26, 2024, as Arbor Day.

**RECOMMENDATION:**

The Parks and Recreation Advisory Board and staff recommend approving the request to proclaim April 26, 2024 as Arbor Day.

**FISCAL NOTE:**

None.

**ATTACHMENTS:**

[2024 Arbor Day.pdf](#)

## PROCLAMATION

- WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and
- WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world; and
- WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and
- WHEREAS, trees are renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and
- WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community; and
- WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and
- WHEREAS, for the 46<sup>th</sup> year, Garden City, Kansas has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting practices.

NOW, THEREFORE, I, Manuel F. Ortiz, Mayor of the City of Garden City, Kansas do hereby proclaim April 26, 2024, as

## ARBOR DAY

In Garden City, Finney County, Kansas, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands and I also encourage all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Signed and sealed this 2<sup>nd</sup> day of April 2024.

\_\_\_\_\_  
Manuel F. Ortiz, Mayor

Attest:

\_\_\_\_\_  
Celyn N. Hurtado, City Clerk



**MEMORANDUM**

**TO:** City Commission  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Courtney Prewitt, Chief of Police  
**DATE:** April 2, 2024  
**RE:** Tornado Update

---

**ISSUE:**

Staff will provide an update on the recent tornado and emergency response on March 24, 2024.

**BACKGROUND:**

**ALTERNATIVES:**

**RECOMMENDATION:**

**FISCAL NOTE:**



**TO:** City Commission  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Courtney E. Prewitt, Chief of Police  
**DATE:** April 2, 2024  
**RE:** Presentation of the February 2024 Master Activity Report from the Garden City Police Department.

---

**ISSUE:**

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

**BACKGROUND:**

Attached is the Garden City Police Department Master Activity Report for February 2024.

**ALTERNATIVES:**

None.

**RECOMMENDATION:**

None.

**FISCAL NOTE:**

None.

**ATTACHMENTS:**

[2024 February Master Activity Report.pdf](#)

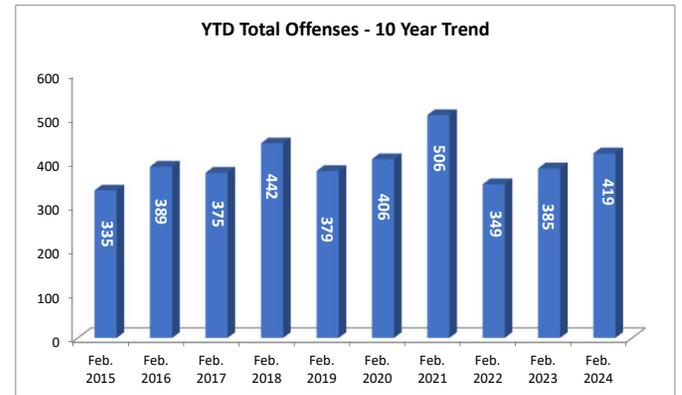
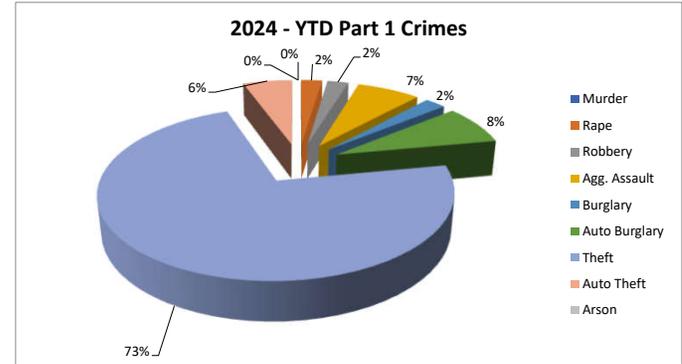


## GARDEN CITY POLICE DEPARTMENT

### Monthly Activity Report - February 2024

#### Offenses Reported

|                      | Feb. 2024  | YTD 2024   | Feb. 2023  | YTD 2023   | % Change YTD | Arrest Feb. 2024 | Arrest To Date 2024 |
|----------------------|------------|------------|------------|------------|--------------|------------------|---------------------|
| <b>Part 1 Crimes</b> |            |            |            |            |              |                  |                     |
| Murder               | 0          | 0          | 0          | 0          | UNDF         | 0                | 0                   |
| Rape                 | 1          | 3          | 3          | 5          | -40%         | 0                | 0                   |
| Robbery              | 2          | 3          | 0          | 1          | 200%         | 1                | 1                   |
| Agg. Assault         | 4          | 9          | 6          | 10         | -10%         | 2                | 5                   |
| Burglary             | 2          | 3          | 2          | 7          | -57%         | 0                | 0                   |
| Auto Burglary        | 7          | 10         | 3          | 10         | 0%           | 0                | 0                   |
| Theft                | 44         | 92         | 34         | 67         | 37%          | 11               | 23                  |
| Auto Theft           | 2          | 7          | 3          | 4          | 75%          | 0                | 2                   |
| Arson                | 0          | 0          | 0          | 0          | UNDF         | 0                | 0                   |
| <b>Total:</b>        | <b>62</b>  | <b>127</b> | <b>51</b>  | <b>104</b> | <b>22%</b>   | <b>14</b>        | <b>31</b>           |
| <b>Part 2 Crimes</b> |            |            |            |            |              |                  |                     |
| Criminal Trespass    | 3          | 16         | 7          | 12         | 33%          | 2                | 17                  |
| Criminal Damage      | 10         | 15         | 14         | 22         | -32%         | 2                | 4                   |
| Drug Violation       | 24         | 44         | 21         | 54         | -19%         | 27               | 50                  |
| Forgery              | 0          | 1          | 1          | 1          | 0%           | 0                | 0                   |
| Graffiti             | 1          | 2          | 4          | 11         | -82%         | 0                | 0                   |
| Sexual Exploitation  | 0          | 0          | 3          | 5          | -100%        | 0                | 0                   |
| Kidnapping           | 1          | 2          | 1          | 1          | 100%         | 0                | 0                   |
| Liquor Violations    | 0          | 2          | 1          | 4          | -50%         | 8                | 28                  |
| Sex Offenses         | 3          | 3          | 7          | 11         | -73%         | 2                | 2                   |
| Simple Assault       | 11         | 18         | 14         | 20         | -10%         | 5                | 10                  |
| DV Battery           | 7          | 25         | 12         | 20         | 25%          | 7                | 15                  |
| Weapons              | 0          | 0          | 1          | 2          | -100%        | 0                | 0                   |
| Stalking             | 2          | 5          | 0          | 1          | 400%         | 0                | 0                   |
| All Other Crimes     | 52         | 87         | 22         | 49         | 78%          | 230              | 429                 |
| <b>Total:</b>        | <b>114</b> | <b>220</b> | <b>108</b> | <b>213</b> | <b>3%</b>    | <b>283</b>       | <b>555</b>          |
| <b>Grand Totals</b>  | <b>176</b> | <b>347</b> | <b>159</b> | <b>317</b> | <b>9%</b>    | <b>297</b>       | <b>586</b>          |



#### Community Statistics 2020-2024

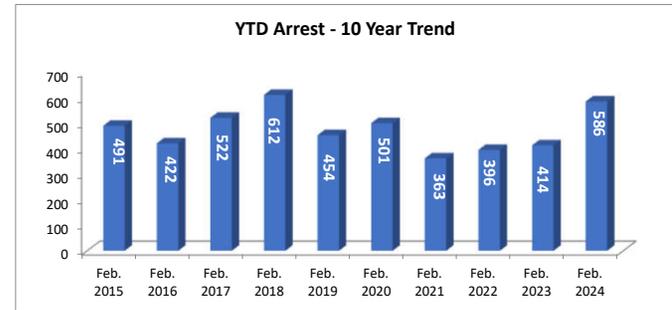
|                 | 2020           | 2021           | 2022           | 2023           | 2024           |
|-----------------|----------------|----------------|----------------|----------------|----------------|
| Population      | 31,275         | 31,275         | 31,045         | 31,275         | 30,948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

#### Offense Reports Summary

|                             | Feb. 2024 | YTD 2024 | Feb. 2023 | YTD 2023 |
|-----------------------------|-----------|----------|-----------|----------|
| Offense Reports             | 203       | 419      | 190       | 385      |
| Patrol/CRD Supplemental Rep | 162       | 449      | 100       | 245      |

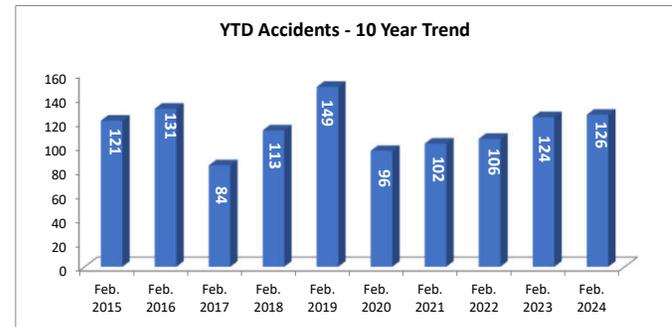
## Arrests

|                              | Feb. 2024  | YTD 2024   | Feb. 2023  | YTD 2023   | % Change YTD |
|------------------------------|------------|------------|------------|------------|--------------|
| All Other Adult Arrests      | 231        | 448        | 160        | 317        | 41%          |
| Alcohol Related Arrests      | 7          | 27         | 8          | 18         | 50%          |
| Drug Related Arrests         | 14         | 32         | 17         | 44         | -27%         |
| <b>Total Adult Arrest</b>    | <b>252</b> | <b>507</b> | <b>185</b> | <b>379</b> | <b>34%</b>   |
| All Other Juveniles Detained | 27         | 56         | 10         | 21         | 167%         |
| Alcohol Related Detained     | 1          | 1          | 0          | 4          | -75%         |
| Drug Related Detained        | 13         | 18         | 2          | 7          | 157%         |
| Curfew Violations            | 4          | 4          | 0          | 3          | 33%          |
| <b>Total Juvenile Arrest</b> | <b>45</b>  | <b>79</b>  | <b>12</b>  | <b>35</b>  | <b>126%</b>  |
| <b>Total Custody:</b>        | <b>297</b> | <b>586</b> | <b>197</b> | <b>414</b> | <b>42%</b>   |



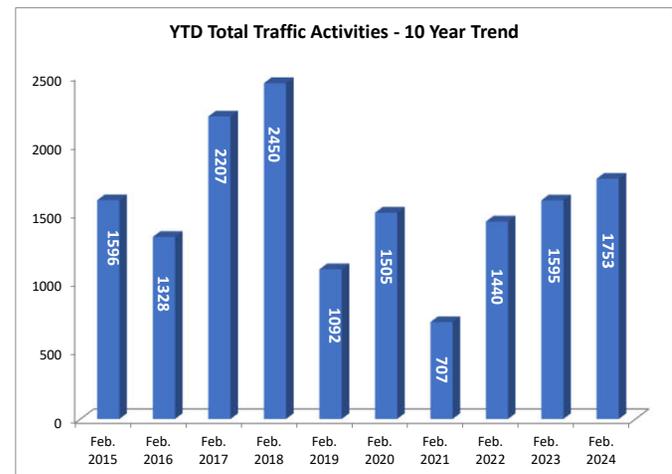
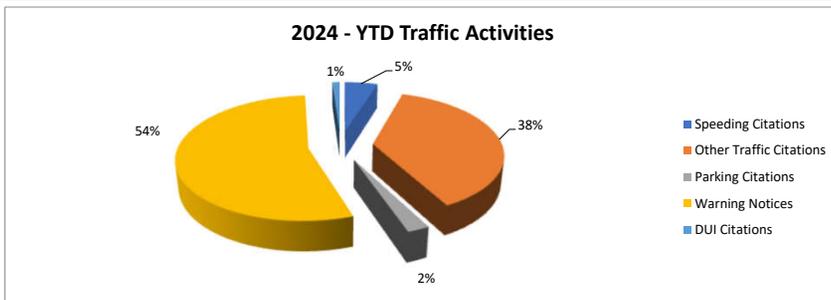
## Accidents

|                         | Feb. 2024 | YTD 2024   | Feb. 2023 | YTD 2023   | % Change YTD |
|-------------------------|-----------|------------|-----------|------------|--------------|
| Fatal Accidents         | 0         | 0          | 0         | 0          | UNDF         |
| Injury Accidents        | 4         | 8          | 3         | 6          | 33%          |
| Non-Injury Accidents    | 38        | 113        | 57        | 118        | -4%          |
| <b>Total Accidents:</b> | <b>42</b> | <b>121</b> | <b>60</b> | <b>124</b> | <b>-2%</b>   |



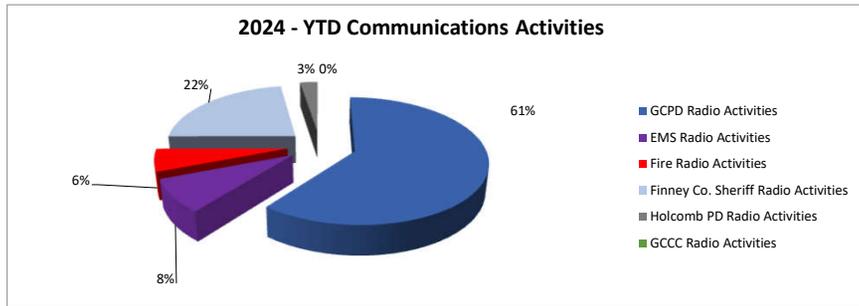
## Traffic Enforcement

|                         | Feb. 2024  | YTD 2024    | Feb. 2023  | YTD 2023    | % Change YTD |
|-------------------------|------------|-------------|------------|-------------|--------------|
| Speeding Citations      | 45         | 85          | 25         | 54          | 57%          |
| Other Traffic Citations | 351        | 657         | 219        | 495         | 33%          |
| Parking Citations       | 13         | 41          | 10         | 40          | 3%           |
| Warning Notices         | 520        | 951         | 383        | 986         | -4%          |
| DUI Citations           | 6          | 19          | 8          | 20          | -5%          |
| <b>Totals:</b>          | <b>935</b> | <b>1753</b> | <b>645</b> | <b>1595</b> | <b>10%</b>   |



## Communications Center Activities

|                                     | Feb. 2024   | YTD 2024    | Feb. 2023   | YTD 2023    | % Change YTD |
|-------------------------------------|-------------|-------------|-------------|-------------|--------------|
| GCPD Radio Activities               | 2908        | 5887        | 2589        | 5715        | 3%           |
| EMS Radio Activities                | 374         | 822         | 326         | 752         | 9%           |
| Fire Radio Activities               | 247         | 564         | 204         | 475         | 19%          |
| Finney Co. Sheriff Radio Activities | 1033        | 2182        | 1183        | 2468        | -12%         |
| Holcomb PD Radio Activities         | 131         | 247         | 148         | 328         | -25%         |
| GCCC Radio Activities               | 1           | 1           | 1           | 2           | -50%         |
| <b>Totals:</b>                      | <b>4694</b> | <b>9703</b> | <b>4451</b> | <b>9740</b> | <b>0%</b>    |
| 911 Calls                           | 1132        | 2459        | 976         | 2191        | 12%          |
| Administrative Phone Calls          | 5467        | 12572       | 5286        | 11163       | 13%          |



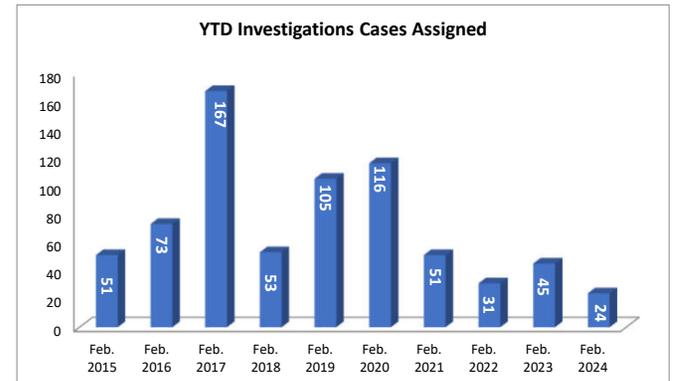
## Investigations

|                               | February-24 |           | YTD 2024  |           | % Cleared   |
|-------------------------------|-------------|-----------|-----------|-----------|-------------|
|                               | Assigned    | Cleared   | Assigned  | Cleared   |             |
| <b>Part 1 Crimes</b>          |             |           |           |           |             |
| Murder & non-Negligent        | 0           | 0         | 0         | 0         | UNDF        |
| Robbery                       | 1           | 0         | 1         | 0         | UNDF        |
| Assault/Battery/Agg Aslt, Agg | 1           | 0         | 1         | 1         | 100%        |
| Burglary                      | 0           | 1         | 1         | 2         | 200%        |
| Auto Burglary                 | 0           | 0         | 0         | 0         | UNDF        |
| Theft                         | 1           | 2         | 1         | 2         | 200%        |
| Arson                         | 0           | 0         | 0         | 0         | UNDF        |
| <b>Total:</b>                 | <b>3</b>    | <b>3</b>  | <b>4</b>  | <b>5</b>  | <b>125%</b> |
| <b>Part 2 Crimes</b>          |             |           |           |           |             |
| Forgery/Counterfeiting        | 1           | 0         | 1         | 0         | UNDF        |
| Fraud                         | 0           | 0         | 0         | 0         | UNDF        |
| Vandalism                     | 0           | 0         | 0         | 0         | UNDF        |
| Weapons Violation             | 0           | 0         | 0         | 0         | UNDF        |
| Sex Offense                   | 3           | 5         | 6         | 6         | 100%        |
| Drug Violation                | 0           | 0         | 0         | 0         | UNDF        |
| Gambling                      | 0           | 0         | 0         | 0         | UNDF        |
| Other Reportable Offenses     | 5           | 2         | 7         | 4         | 57%         |
| Runaway                       | 0           | 2         | 1         | 2         | 200%        |
| Agency Assist                 | 0           | 0         | 0         | 0         | UNDF        |
| Other Non-Reportable          | 0           | 0         | 0         | 0         | UNDF        |
| Death Investigation           | 5           | 1         | 5         | 1         | 20%         |
| <b>Total:</b>                 | <b>14</b>   | <b>10</b> | <b>20</b> | <b>13</b> | <b>65%</b>  |
| <b>Grand Totals</b>           | <b>17</b>   | <b>13</b> | <b>24</b> | <b>18</b> | <b>75%</b>  |

### Misc. Investigations Activities

|                          | Feb. 2024 | YTD 2024 | Feb. 2023 | YTD 2023 |
|--------------------------|-----------|----------|-----------|----------|
| Current Active Cases     | 124       | 246      | 116       | 240      |
| Supplemental Reports     | 47        | 140      | 75        | 166      |
| Search Warrants          | 6         | 7        | 11        | 15       |
| Forfeitures Filed        | 0         | 0        | 0         | 0        |
| K9 Deployments           | 6         | 10       | 4         | 10       |
| *VSA /Criminal Polygraph | 1         | 1        | 1         | 1        |

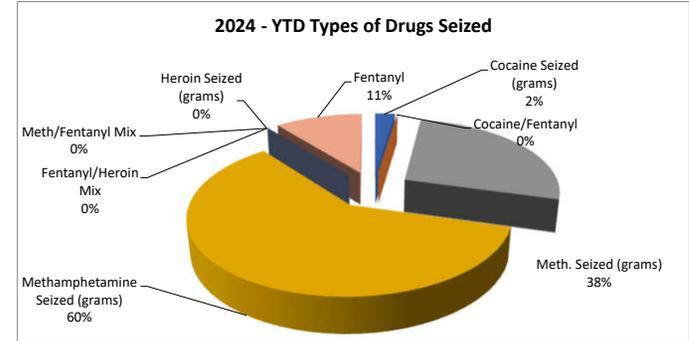
\*VSA- Voice Stress Analysis



## Evidence Section

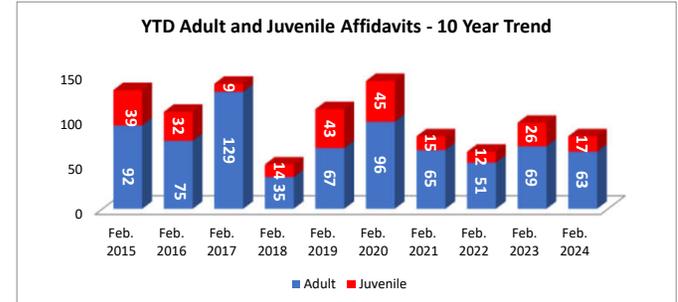
### GCPD Property and Evidence Seized

|                                   | Feb. 2024 | YTD 2024 | Feb. 2023 | YTD 2023 | % Change YTD |
|-----------------------------------|-----------|----------|-----------|----------|--------------|
| Evidence Collected                | 139       | 334      | 224       | 415      | -20%         |
| Guns Seized                       | 1         | 2        | 5         | 7        | -71%         |
| Cocaine Seized (grams)            | 4         | 9.2      | 0         | 1.4      | 557%         |
| Cocaine/Fentanyl                  | 0         | 0        | 0         | 0        | UNDF         |
| Marijuana Seized (grams)          | 50.3      | 101.9    | 86.08     | 817.28   | -88%         |
| Methamphetamine Seized (grams)    | 38.9      | 226.7    | 5.9       | 78.3     | 190%         |
| Meth/Fentanyl Mix                 | 0         | 0        | 0         | 0.6      | -100%        |
| Heroin Seized (grams)             | 0         | 0        | 0         | 0        | UNDF         |
| Fentanyl/Heroin Mix               | 0         | 0        | 0         | 0        | UNDF         |
| Fentanyl                          | 39.5      | 40.3     | 44.4      | 49.4     | -18%         |
| Other Drugs Seized (grams)        | 0         | 0        | 0         | 0        | UNDF         |
| Prescription Drugs Seized (pills) | 0         | 1        | 2         | 75       | -99%         |
| RX Drugs Drop Box (lbs.)          | 0.75      | 3.25     | 1         | 2.75     | 18%          |



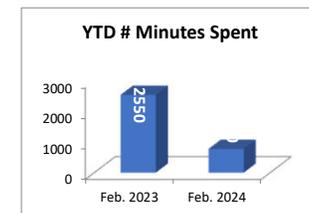
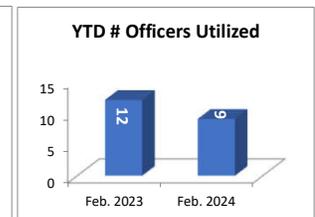
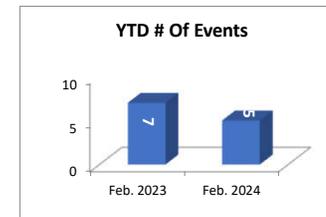
## Affidavits

|                     | Feb. 2024 | YTD 2024  | Feb. 2023 | YTD 2023  | % Change YTD |
|---------------------|-----------|-----------|-----------|-----------|--------------|
| Adult Affidavits    | 44        | 63        | 31        | 69        | -9%          |
| Juvenile Affidavits | 10        | 17        | 11        | 26        | -35%         |
| <b>Total:</b>       | <b>54</b> | <b>80</b> | <b>42</b> | <b>95</b> | <b>-16%</b>  |



## Events

|                         | Feb. 2024 # of Events | Feb. 2024 Minutes Spent | Feb. 2024 # of Officers Assigned | YTD # of Events | YTD Minutes Spent | YTD # Of Officers Assigned |
|-------------------------|-----------------------|-------------------------|----------------------------------|-----------------|-------------------|----------------------------|
| Community Program       | 2                     | 180                     | 2                                | 2               | 180               | 2                          |
| Presentations           | 2                     | 360                     | 6                                | 2               | 360               | 6                          |
| Parades/Traffic Control | 0                     | 0                       | 0                                | 0               | 0                 | 0                          |
| K9                      | 0                     | 0                       | 0                                | 0               | 0                 | 0                          |
| Other                   | 0                     | 0                       | 0                                | 1               | 240               | 1                          |
| <b>Total:</b>           | <b>4</b>              | <b>540</b>              | <b>8</b>                         | <b>5</b>        | <b>780</b>        | <b>9</b>                   |



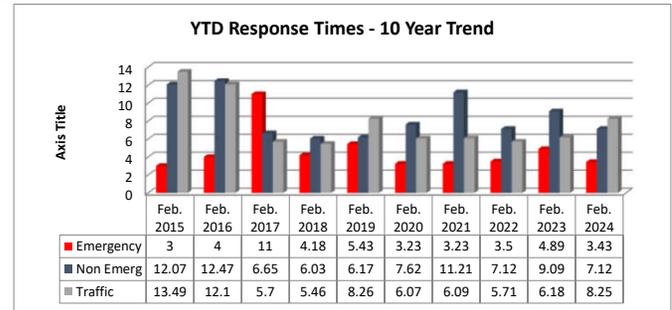
## Officers Assaulted

|                         | Feb. 2024 | YTD 2024 | Feb. 2023 | YTD 2023 | % Change YTD |
|-------------------------|-----------|----------|-----------|----------|--------------|
| Firearm                 | 0         | 0        | 0         | 0        | UNDF         |
| Cutting Instrument      | 0         | 0        | 0         | 0        | UNDF         |
| Other Dangerous Weapon  | 0         | 0        | 0         | 0        | UNDF         |
| Hands, Fist, Feet, Etc. | 1         | 5        | 0         | 0        | 500%         |
| Police Service Dog      | 0         | 0        | 0         | 0        | UNDF         |
| <b>Total Assaults:</b>  | <b>1</b>  | <b>5</b> | <b>0</b>  | <b>0</b> | <b>UNDF</b>  |



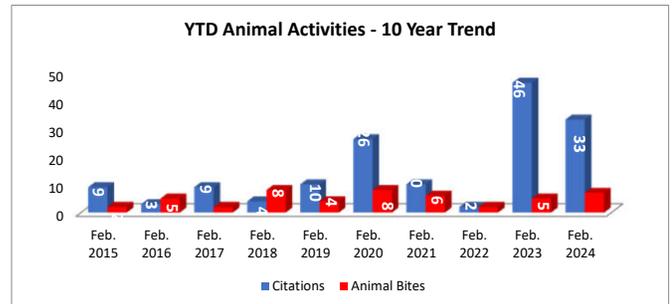
## Response Time Summary Overview

|                          | Feb. 2024 | Feb. 2023 |
|--------------------------|-----------|-----------|
| Average Emergency        | 3.43      | 4.89      |
| Average Non-Emergency    | 7.12      | 9.09      |
| Average Traffic Accident | 8.25      | 6.18      |



## Animal Incidents

|                  | Feb. 2024 | YTD 2024 | Feb. 2023 | YTD 2023 | % Change YTD |
|------------------|-----------|----------|-----------|----------|--------------|
| Citations Issued | 16        | 33       | 13        | 46       | -28%         |
| Animal Bites     | 6         | 7        | 2         | 5        | 40%          |



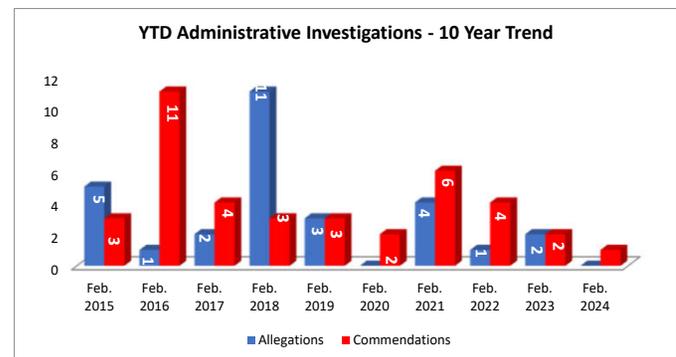
## Training Hours Received Overview

|                               | Feb. 2024     | YTD 2024       | Feb. 2023     | YTD 2023       | % Change YTD |
|-------------------------------|---------------|----------------|---------------|----------------|--------------|
| Administrative                | 28.00         | 56.00          | 16.00         | 34.00          | 65%          |
| Patrol/CRD Division           | 354.00        | 398.00         | 385.50        | 792.50         | -50%         |
| Support Services Division     | 14.00         | 46.00          | 56.00         | 95.00          | -52%         |
| Investigations Division       | 24.00         | 42.00          | 34.00         | 78.00          | -46%         |
| Instructor Hours              | 48.00         | 80.00          | 0.00          | 0.00           | UNDF         |
| <b>SUB-TOTAL TRAINING HRS</b> | <b>468.00</b> | <b>622.00</b>  | <b>491.50</b> | <b>999.50</b>  | <b>-38%</b>  |
| Academy Training Hours        | 0.00          | 272.00         | 0.00          | 0.00           | UNDF         |
| SWAT Training Hours           | 132.00        | 262.00         | 204.00        | 393.00         | -33%         |
| <b>TOTAL TRAINING HOURS</b>   | <b>600.00</b> | <b>1156.00</b> | <b>695.50</b> | <b>1392.50</b> | <b>-17%</b>  |



## Administrative Overview

|                                  | Feb. 2024 | YTD 2024 | Feb. 2023 | YTD 2023 | % Change YTD |
|----------------------------------|-----------|----------|-----------|----------|--------------|
| Allegations Received             | 0         | 0        | 0         | 2        | -100%        |
| Unfounded                        | 0         | 0        | 0         | 0        | UNDF         |
| Unsubstantiated                  | 0         | 0        | 1         | 1        | -100%        |
| Sustained                        | 0         | 0        | 0         | 1        | -100%        |
| Exonerated                       | 0         | 0        | 0         | 0        | UNDF         |
| Violation Not Based On Complaint | 0         | 0        | 0         | 0        | UNDF         |
| Investigations In Progress       | 0         | 0        | 1         | 2        | -100%        |
| Administrative Closure           | 0         | 0        | 0         | 0        | UNDF         |
| Commendations                    | 1         | 1        | 2         | 2        | -50%         |
| Backgrounds Completed            | 3         | 3        | 2         | 4        | -25%         |
| Backgrounds Active               | 3         | 3        | 1         | 1        | 200%         |
| Tested Applicants                | 6         | 6        | 6         | 6        | 0%           |
| New Hires                        | 0         | 0        | 2         | 6        | -100%        |





**MEMORANDUM**

**TO:** City Commission  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Jared Kuhlmann, Finance Director  
**DATE:** April 2, 2024  
**RE:** Service and Finance Monthly Sales Tax Report - March 2024

---

**ISSUE:**

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

**BACKGROUND:**

None.

**ALTERNATIVES:**

None.

**RECOMMENDATION:**

None.

**FISCAL NOTE:**

None.

**ATTACHMENTS:**

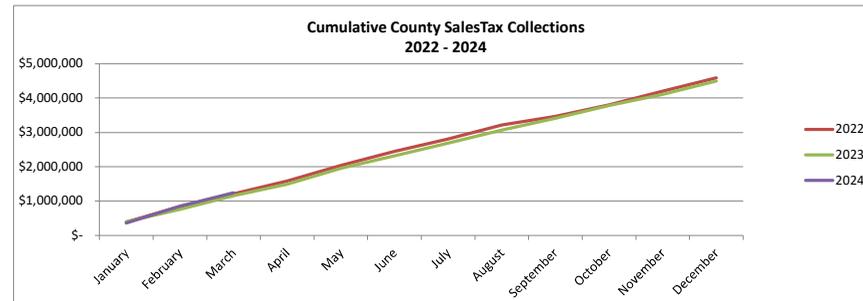
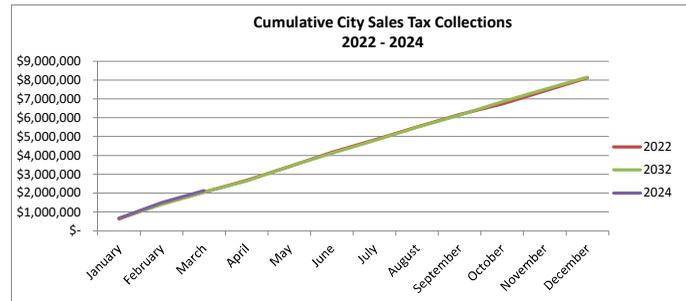
[2024 Sales Tax Receipts Reports - March 2024.pdf](#)

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   | \$ -         |
| 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   | \$ -         |
| 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   | \$ -         |
| 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   | \$ -         |
| 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   | \$ -         |
| SEPTEMBER         | \$ 323,475   | \$ 341,558   | \$ 388,244   | \$ 463,398   | \$ 421,706   | \$ 415,115   | \$ 433,117   | \$ 424,160   | \$ 529,341   | \$ 509,837   | \$ 548,219   | \$ 534,225   | \$ 537,191   | \$ 552,981   | \$ 611,822   | \$ 574,299   | \$ 647,049   | \$ 646,904   | \$ 641,621   | \$ -         |
| OCTOBER           | \$ 369,193   | \$ 365,725   | \$ 408,881   | \$ 446,179   | \$ 411,421   | \$ 425,392   | \$ 450,833   | \$ 468,586   | \$ 501,467   | \$ 516,778   | \$ 517,874   | \$ 563,222   | \$ 528,383   | \$ 559,878   | \$ 574,684   | \$ 577,225   | \$ 603,159   | \$ 577,619   | \$ 699,621   | \$ -         |
| NOVEMBER          | \$ 337,133   | \$ 351,892   | \$ 352,723   | \$ 435,767   | \$ 402,883   | \$ 390,433   | \$ 412,877   | \$ 474,976   | \$ 422,213   | \$ 496,772   | \$ 528,692   | \$ 541,283   | \$ 547,752   | \$ 518,223   | \$ 567,513   | \$ 521,586   | \$ 530,010   | \$ 682,330   | \$ 661,283   | \$ -         |
| DECEMBER          | \$ 338,058   | \$ 356,317   | \$ 396,872   | \$ 432,701   | \$ 461,792   | \$ 412,973   | \$ 481,207   | \$ 424,131   | \$ 501,046   | \$ 519,605   | \$ 539,387   | \$ 522,361   | \$ 501,313   | \$ 529,852   | \$ 536,285   | \$ 563,392   | \$ 705,360   | \$ 684,862   | \$ 649,121   | \$ -         |
| TOTAL RECEIPTS    | \$ 4,135,146 | \$ 4,286,883 | \$ 4,554,294 | \$ 5,171,057 | \$ 5,112,939 | \$ 4,926,706 | \$ 5,241,531 | \$ 5,526,416 | \$ 5,867,556 | \$ 6,159,029 | \$ 6,426,010 | \$ 6,532,177 | \$ 6,451,105 | \$ 6,626,121 | \$ 6,849,913 | \$ 6,773,491 | \$ 7,416,321 | \$ 8,109,805 | \$ 8,153,624 | \$ 2,132,994 |
| 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%        | -73.84%      |

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   | \$ -         |
| 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   | \$ -         |
| 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   | \$ -         |
| 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   | \$ -         |
| 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   | \$ -         |
| SEPTEMBER         | \$ 87,159    | \$ 93,570    | \$ 106,941   | \$ 133,521   | \$ 111,381   | \$ 174,612   | \$ 178,054   | \$ 180,008   | \$ 232,303   | \$ 304,118   | \$ 318,362   | \$ 326,369   | \$ 334,573   | \$ 317,832   | \$ 364,224   | \$ 343,757   | \$ 337,376   | \$ 252,369   | \$ 345,634   | \$ -         |
| OCTOBER           | \$ 105,259   | \$ 101,146   | \$ 112,166   | \$ 117,796   | \$ 108,343   | \$ 174,202   | \$ 189,062   | \$ 203,819   | \$ 218,503   | \$ 313,005   | \$ 301,429   | \$ 330,331   | \$ 323,573   | \$ 331,607   | \$ 336,116   | \$ 355,188   | \$ 366,176   | \$ 327,539   | \$ 373,194   | \$ -         |
| NOVEMBER          | \$ 95,946    | \$ 94,231    | \$ 107,500   | \$ 117,428   | \$ 111,973   | \$ 153,378   | \$ 174,342   | \$ 208,611   | \$ 184,384   | \$ 304,259   | \$ 308,291   | \$ 321,505   | \$ 331,203   | \$ 303,002   | \$ 292,047   | \$ 321,857   | \$ 327,221   | \$ 398,510   | \$ 361,868   | \$ -         |
| DECEMBER          | \$ 88,792    | \$ 94,570    | \$ 109,693   | \$ 114,846   | \$ 160,409   | \$ 161,622   | \$ 196,711   | \$ 182,159   | \$ 236,524   | \$ 312,690   | \$ 312,260   | \$ 310,550   | \$ 299,058   | \$ 311,284   | \$ 287,121   | \$ 299,985   | \$ 377,925   | \$ 393,418   | \$ 352,334   | \$ -         |
| TOTAL RECEIPTS    | \$ 1,114,837 | \$ 1,156,551 | \$ 1,250,370 | \$ 1,400,082 | \$ 1,416,852 | \$ 2,030,635 | \$ 2,161,984 | \$ 2,364,946 | \$ 2,552,763 | \$ 2,998,144 | \$ 3,770,101 | \$ 3,816,305 | \$ 3,852,028 | \$ 3,876,288 | \$ 4,023,300 | \$ 4,037,701 | \$ 4,126,447 | \$ 4,591,345 | \$ 4,498,363 | \$ 1,242,450 |
| 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%       | -72.38%      |



**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   | \$ -       |
|                | CO | \$ 110,953   | \$ 96,695    | \$ 104,711   | \$ 123,893   | \$ 125,033   | \$ -       |
| MAY            | CI | \$ 117,101   | \$ 106,391   | \$ 133,855   | \$ 155,074   | \$ 163,281   | \$ -       |
|                | CO | \$ 111,493   | \$ 101,131   | \$ 133,154   | \$ 146,034   | \$ 152,007   | \$ -       |
| JUNE           | CI | \$ 108,040   | \$ 120,050   | \$ 129,002   | \$ 145,231   | \$ 141,953   | \$ -       |
|                | CO | \$ 102,571   | \$ 114,116   | \$ 128,297   | \$ 139,862   | \$ 135,748   | \$ -       |
| JULY           | CI | \$ 115,962   | \$ 100,650   | \$ 131,269   | \$ 135,726   | \$ 145,261   | \$ -       |
|                | CO | \$ 110,409   | \$ 95,674    | \$ 130,174   | \$ 130,847   | \$ 140,976   | \$ -       |
| AUGUST         | CI | \$ 114,035   | \$ 113,280   | \$ 128,775   | \$ 157,786   | \$ 155,211   | \$ -       |
|                | CO | \$ 108,614   | \$ 107,895   | \$ 127,648   | \$ 149,708   | \$ 151,606   | \$ -       |
| SEPTEMBER      | CI | \$ 122,269   | \$ 106,203   | \$ 130,397   | \$ 159,282   | \$ 134,643   | \$ -       |
|                | CO | \$ 116,457   | \$ 101,155   | \$ 129,211   | \$ 171,128   | \$ 130,548   | \$ -       |
| OCTOBER        | CI | \$ 113,607   | \$ 117,141   | \$ 139,434   | \$ 118,735   | \$ 150,823   | \$ -       |
|                | CO | \$ 108,207   | \$ 111,573   | \$ 137,829   | \$ 114,644   | \$ 147,413   | \$ -       |
| NOVEMBER       | CI | \$ 99,709    | \$ 101,840   | \$ 140,410   | \$ 149,989   | \$ 143,734   | \$ -       |
|                | CO | \$ 95,225    | \$ 96,999    | \$ 138,036   | \$ 142,981   | \$ 139,666   | \$ -       |
| DECEMBER       | CI | \$ 129,469   | \$ 114,828   | \$ 149,569   | \$ 148,666   | \$ 139,540   | \$ -       |
|                | CO | \$ 128,889   | \$ 113,443   | \$ 148,889   | \$ 141,478   | \$ 135,911   | \$ -       |
| TOTAL RECEIPTS |    | \$ 2,710,397 | \$ 2,607,323 | \$ 3,088,815 | \$ 3,772,058 | \$ 3,431,364 | \$ 880,995 |
| % Change       |    | 83.76%       | -3.80%       | 18.47%       | 22.12%       | -9.03%       | -74.33%    |

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          | \$ -              |
| MAY                   |                   | \$ 131,348          | \$ -              |
| JUNE                  | \$ 125,872        | \$ 117,497          | \$ -              |
| JULY                  | \$ 108,467        | \$ 114,417          | \$ -              |
| AUGUST                | \$ 124,528        | \$ 121,461          | \$ -              |
| SEPTEMBER             | \$ 114,285        | \$ 107,606          | \$ -              |
| OCTOBER               | \$ 93,730         | \$ 119,362          | \$ -              |
| NOVEMBER              | \$ 116,345        | \$ 113,780          | \$ -              |
| DECEMBER              | \$ 116,680        | \$ 110,824          | \$ -              |
| <b>TOTAL RECEIPTS</b> | <b>\$ 799,907</b> | <b>\$ 1,391,310</b> | <b>\$ 362,398</b> |

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          | -                   |
| MAY                   | \$ 727,163          | \$ 880,175          | -                   |
| JUNE                  | \$ 884,909          | \$ 820,964          | -                   |
| JULY                  | \$ 773,419          | \$ 824,422          | -                   |
| AUGUST                | \$ 833,889          | \$ 870,533          | -                   |
| SEPTEMBER             | \$ 921,650          | \$ 776,081          | -                   |
| OCTOBER               | \$ 699,572          | \$ 856,211          | -                   |
| NOVEMBER              | \$ 815,060          | \$ 803,049          | -                   |
| DECEMBER              | \$ 815,874          | \$ 790,181          | -                   |
| <b>TOTAL RECEIPTS</b> | <b>\$ 9,158,214</b> | <b>\$ 9,797,707</b> | <b>\$ 2,502,691</b> |

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

**Current Breakdown  
Sales Tax in Garden City and Expiration Dates**

| <u>Taxing Entity</u>  | <u>% of Tax</u> | <u>Expiration Dates</u> |
|-----------------------|-----------------|-------------------------|
| 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               |
| <b>Total</b>          | <b>8.95</b>     |                         |

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

| <b>ANALYSIS OF CITY-WIDE SALES TAX RECEIPTS</b> |           |                  |                     |
|---|-----------|------------------|---------------------|
| MONTH RECEIVED                                  | 2023      |                  | 2024                |
| JANUARY   | \$        | 665,684          | \$ 669,090          |
| FEBRUARY  | \$        | 735,542          | \$ 831,503          |
| MARCH   | \$        | 661,368          | \$ 632,400          |
| APRIL   | \$        | 592,420          | \$ -                |
| MAY   | \$        | 765,370          | \$ -                |
| JUNE  | \$        | 690,456          | \$ -                |
| JULY  | \$        | 679,201          | \$ -                |
| AUGUST  | \$        | 711,936          | \$ -                |
| SEPTEMBER                                       | \$        | 641,621          | \$ -                |
| OCTOBER   | \$        | 699,621          | \$ -                |
| NOVEMBER  | \$        | 661,283          | \$ -                |
| DECEMBER  | \$        | 649,121          | \$ -                |
| <b>TOTAL RECEIPTS</b>                           | <b>\$</b> | <b>8,153,624</b> | <b>\$ 2,132,994</b> |

| <b>ANALYSIS OF COUNTY-WIDE SALES TAX RECEIPTS</b> |           |                  |                     |
|---|-----------|------------------|---------------------|
| MONTH RECEIVED                                    | 2023      |                  | 2024                |
| JANUARY   | \$        | 396,394          | \$ 354,297          |
| FEBRUARY  | \$        | 358,637          | \$ 500,830          |
| MARCH   | \$        | 398,920          | \$ 387,324          |
| APRIL   | \$        | 331,446          | \$ -                |
| MAY   | \$        | 462,759          | \$ -                |
| JUNE  | \$        | 369,590          | \$ -                |
| JULY  | \$        | 368,825          | \$ -                |
| AUGUST  | \$        | 378,761          | \$ -                |
| SEPTEMBER   | \$        | 345,634          | \$ -                |
| OCTOBER   | \$        | 373,194          | \$ -                |
| NOVEMBER  | \$        | 361,868          | \$ -                |
| DECEMBER  | \$        | 352,334          | \$ -                |
| <b>TOTAL RECEIPTS</b>                             | <b>\$</b> | <b>4,498,363</b> | <b>\$ 1,242,450</b> |

| <b>ANALYSIS OF COUNTY .30 SALES TAX RECEIPTS</b> |    |           |                  |                   |
|--|----|-----------|------------------|-------------------|
| 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          | \$ -              |
|  | CO | \$        | 125,033          | \$ -              |
| MAY  | CI | \$        | 163,281          | \$ -              |
|  | CO | \$        | 152,007          | \$ -              |
| JUNE   | CI | \$        | 141,953          | \$ -              |
|  | CO | \$        | 135,748          | \$ -              |
| JULY   | CI | \$        | 145,261          | \$ -              |
|  | CO | \$        | 140,976          | \$ -              |
| AUGUST   | CI | \$        | 155,211          | \$ -              |
|  | CO | \$        | 151,606          | \$ -              |
| SEPTEMBER  | CI | \$        | 134,643          | \$ -              |
|  | CO | \$        | 130,548          | \$ -              |
| OCTOBER  | CI | \$        | 150,823          | \$ -              |
|  | CO | \$        | 147,413          | \$ -              |
| NOVEMBER   | CI | \$        | 143,734          | \$ -              |
|  | CO | \$        | 139,666          | \$ -              |
| DECEMBER   | CI | \$        | 139,540          | \$ -              |
|  | CO | \$        | 135,911          | \$ -              |
| <b>TOTAL RECEIPTS</b>                            |    | <b>\$</b> | <b>3,431,364</b> | <b>\$ 880,995</b> |

| <b>ANALYSIS OF CITY .15 SALES TAX RECEIPTS</b> |           |                  |                   |
|--|-----------|------------------|-------------------|
| MONTH RECEIVED                                 |           | 2023             | 2024              |
| JANUARY  | \$        | 113,537          | \$ 115,104        |
| FEBRUARY                                       | \$        | 128,378          | \$ 140,947        |
| MARCH  | \$        | 111,185          | \$ 106,347        |
| APRIL  | \$        | 101,915          | \$ -              |
| MAY  | \$        | 131,348          | \$ -              |
| JUNE   | \$        | 117,497          | \$ -              |
| JULY   | \$        | 114,417          | \$ -              |
| AUGUST   | \$        | 121,461          | \$ -              |
| SEPTEMBER                                      | \$        | 107,606          | \$ -              |
| OCTOBER  | \$        | 119,362          | \$ -              |
| NOVEMBER                                       | \$        | 113,780          | \$ -              |
| DECEMBER                                       | \$        | 110,824          | \$ -              |
| <b>TOTAL RECEIPTS</b>                          | <b>\$</b> | <b>1,391,310</b> | <b>\$ 362,398</b> |



**TO:** City Commission  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Celyn N. Hurtado, City Clerk  
**DATE:** April 2, 2024  
**RE:** Meetings of Note - 04-02-2024

---

**ISSUE:**

- April 4, 2024 - Citizens Academy Session Three - Human Resources, Information Technology, Communications, Neighborhood Development Services and Geographic Information Systems at the City Administrative Center from 5:30 p.m. to 8:30 p.m.
- April 11, 2024 - Garden City Area Chamber of Commerce Awards Banquet & Annual Meeting at Garden City Community College, Dennis Perryman Complex at 5:30 p.m.
- April 11, 2024 - Citizens Academy Session Four - Police, Fire, Municipal Court and Prosecution at the Law Enforcement Center from 5:30 p.m. to 8:30 p.m.
- April 12-13, 2024 - League of Kansas Municipalities - City Leaders Academy: Foundational Program in Manhattan, Kansas
- April 17, 2024 - Garden City Area Chamber of Commerce Breakfast at the Clarion Inn at 7:10 a.m.
- April 17, 2024 - Kansas Water Authority meeting at Garden City Community College - Beth Tedrow Student Center at 8:00 a.m.
- April 17, 2024 - Upper Arkansas Watershed Group Annual Meeting at the Clarion Inn at 6:00 p.m.
- April 18, 2024 - Citizens Academy Session Five - Airport and City Link at the Garden City Regional Airport with transportation provided by City Link from 5:30 p.m. to 8:30 p.m.
- April 20, 2024 - Garden City Area Chamber of Commerce Legislative Coffee at the Beth Tedrow Student Center from 10:00 a.m. - 11:30 a.m.
- April 24, 2024 - Finney County Economic Development Corporation Board of Directors meeting in the City Chambers at the City Administrative Center at 7:30 a.m.
- April 25, 2024 - Citizens Academy Session Six - Electric, Water and Wastewater at the Utility Service Center from 5:30 p.m. to 8:30 p.m.
- April 25, 2024 - Western Kansas Congressional Reception in Dodge City at Boot Hill Convention Center
- June 11-12, 2024 - Garden City Congressional Reception in Washington D.C.

**BACKGROUND:**

**ALTERNATIVES:**

**RECOMMENDATION:**

**FISCAL NOTE:**





**MEMORANDUM**

**TO:** City Commission  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Celyn N. Hurtado, City Clerk  
**DATE:** April 2, 2024  
**RE:** Appropriation Ordinance No. 2600-2024A

---

**ISSUE:**  
Appropriation Ordinance No. 2600-2024A

**BACKGROUND:**  
None.

**ALTERNATIVES:**  
None.

**RECOMMENDATION:**  
None.

**FISCAL NOTE:**  
None.



**TO:** City Commission  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Aleecya Charles, Assistant Neighborhood & Development Services Director  
**DATE:** April 2, 2024  
**RE:** Consideration to adopt an ordinance establishing Hunters Glen Phase Three A Reinvestment Housing Investment District (RHID)

---

**ISSUE:**

1:15 p.m. - The public hearing for consideration to adopt the Development Plan and establish the Reinvestment Housing Incentive District (RHID) for Hunters Glen Phase Three A by Ordinance is brought before the Governing Body.

1. Ordinance No. \_\_\_\_\_ - 2024, an ordinance of the City of Garden City Kansas, establishing Hunters Glen Phase Three A as a Reinvestment Housing Incentive District within the City, adopting a plan for the Development of Housing and Public Facilities in such district, and making certain findings in conjunction therewith.

**BACKGROUND:**

As required by the RHID Statue, the Hunters Glen Phase Three A development comes before the Governing Body to adopt the attached Development Plan and to establish the RHID. This action is the last step the development needs to take before the Governing Body in the RHID process. Hunters Glen Phase Three A is generally located west of N. 3rd Street and north of Leawood Avenue (see attached map). This development will consist of 12 lots in which the developer, Oikos Development Corporation intends to build two duplexes and 10 fourplexes. Based feasibility study the \$2,765,025.69 will not be fully recouped within the 25 year period; therefore they would need the maximum amount of time as allowed by state statute. The projections show by year 25, the RHID revenue will have only been approximately 2.3 million.

According to the our current Community Housing Assessment Team (CHAT) study, to meet our housing needs, we need to build 1,395 units by 2023 and the Governing Body has set a goal of 4,000 units by 2030. From 2020-2023, 198 RHID units have been completed and 18 RHID units in 2024. According to our CHAT study and the rate of housing development, Garden City shows a need for units to be built within this development.

If the ordinance is adopted, the Board of County Commissioners and USD 457 as taxing entities will have 30 days in which to evaluate the proposed RHID. Should a taxing entity determine it has an adverse effect on their jurisdiction, then the taxing entity will need to adopt a resolution stating such. If no such resolutions are passed, then the ordinance shall be in effect. If within that timeframe any of the taxing entities pass such a resolution, then the City will need to take action to repeal the ordinance as required by state statute.

**ALTERNATIVES:**

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

**RECOMMENDATION:**

Staff recommends the Governing Body approve the attached ordinance.

**FISCAL NOTE:**

The developer will be using private financing to fund the eligible costs of the RHID. The City will reimburse property tax increments to the developer over the life of the RHID, which is up to 25 years. The amount of the property tax distributions cannot exceed \$2,765,025.69.

**ATTACHMENTS:**

[Ordinance\(Adopting Plan & Establishing District\).HG-3A.City-Commission-Final.pdf](#)  
[Hunters Glen Three A- RHID](#)  
[Development Plan \(Combined\) - Hunters Glen Phase 3-A - City Commission Final.pdf](#)

ORDINANCE NO. \_\_\_\_\_-2024

**AN ORDINANCE OF THE CITY OF GARDEN CITY, KANSAS, ESTABLISHING HUNTERS GLEN PHASE THREE A AS A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY, ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH DISTRICT, AND MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH.**

**WHEREAS**, the Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 et seq., (“Act”) authorizes any city incorporated in accordance with the laws of the State of Kansas (“State”) with a population of less than 60,000 to designate reinvestment housing incentive districts within such city; and

**WHEREAS**, prior to such designation, the governing body of such city shall conduct a housing needs analysis to determine what, if any, housing needs exist within its community; and

**WHEREAS**, after conducting such analysis, the governing body of such city may adopt a resolution making certain findings regarding the establishment of a reinvestment housing incentive district, as well as providing the legal description of the proposed district and a map depicting the existing parcels of real estate in the proposed district; and

**WHEREAS**, after publishing such resolution, the governing body of such city shall send a certified copy thereof to the Secretary of Commerce of the State (“Secretary”) requesting that the Secretary agree with the finding contained in such resolution; and

**WHEREAS**, if the Secretary agrees with such findings, such city may proceed with the establishment of a reinvestment housing incentive district within such city and adopt a plan for the development or redevelopment of housing and public facilities in the proposed district; and

**WHEREAS**, Garden City, Kansas has an estimated population of 28,151 and, therefore, constitutes a city as said term is defined in the Act; and

**WHEREAS**, a housing needs analysis was conducted on behalf of the City of Garden City, Kansas (“City”) in 2008 and last updated in 2021 to determine whether housing needs exist within the corporate limits of the City and said analysis concluded that a total of 1,395 housing units are needed to address the housing needs in the City for the 5-year period from 2025 to 2030; and

**WHEREAS**, Northborough Addition Area was named as a proposed rural housing incentive district (for the purposes of these recitals only “Proposed District”) by Resolution No. 2506-2012 that was passed on October 16, 2012 (“Resolution of Required Findings”); and

**WHEREAS**, the Resolution of Required Findings included a legal description of the Proposed District, a map depicting the existing parcels of real estate located therein, and the following findings and determinations:

1. There is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers;
2. The shortage of quality housing can be expected to persist and additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City;

3. The shortage of quality housing is a substantial deterrent to the future economic growth and development of the City;
4. The future economic well-being of the City depends on the Governing Body providing additional incentives for the construction or renovation of quality housing in the City; and

**WHEREAS**, the Resolution of Required Findings was published on October 20, 2012 in the Garden City Telegram and a certified copy of the same was thereafter sent to the Secretary of Commerce of the State of Kansas (“Secretary”) requesting review of such resolution and approval of the findings contained therein; and

**WHEREAS**, the Resolution of Required Findings is, in all respects, compliant with K.S.A. 12-5244 and is otherwise compliant with the Act; and

**WHEREAS**, the Secretary advised the Governing Body in writing on or about November 27, 2023 of its agreement with each of the findings contained in the Resolution of Required Findings, which thereby authorizes the Governing Body to proceed with the establishment of reinvestment housing incentive districts within the Proposed District; and

**WHEREAS**, the City has caused there to be prepared a plan for the development of housing and public facilities in the Proposed District to go by the name of Hunters Glen – Phase Three A (“Development Plan”); and

**WHEREAS**, the Development Plan includes, inter alia:

1. The legal description and map required by K.S.A. 12-5244(a), and amendments thereto;
2. The existing assessed valuation of the real estate in the Proposed District, listing the land and improvement values separately;
3. A list of the names and addresses of the owners of record of all real estate parcels within the Proposed District;
4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the Proposed District, and the location thereof;
5. A listing of the names, addresses and specific interests in real estate in the Proposed District of the developers responsible for development of the housing and public facilities therein;
6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the Proposed District; and
7. A comprehensive analysis of the feasibility of providing housing tax incentives in the Proposed District, as provided in the Act, that shows the public benefits derived from the Proposed District will exceed the costs and that the income therefrom, together with other sources of funding, will be sufficient to pay for the public improvements that may be undertaken in the Proposed District. The analysis identifies any other sources of public or private funds to be used to finance such public improvements.

**WHEREAS**, the Development Plan is, in all respects, compliant with K.S.A. 12-5245 and is otherwise compliant with the Act; and

**WHEREAS**, the Governing Body passed Resolution No. 3100-2024 on February 20, 2024 providing notice that a public hearing was to be held on April 2, 2024 wherein the Governing Body was to consider the designation of the Proposed District as a Reinvestment Housing Incentive District pursuant to the Act and was to consider the adoption of the Development Plan (“Public Hearing Resolution”); and

**WHEREAS**, the Public Hearing Resolution is, in all respects, compliant with subsection (b) of K.S.A. 12-5245 and is otherwise compliant with the Act; and

**WHEREAS**, a public hearing was held on April 2, 2024 and, upon and considering the information and public comments received at said hearing, the Governing Body deems it advisable to make certain findings to establish the Proposed District as a Reinvestment Housing Incentive District and to adopt the Development Plan.

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

**SECTION 1. Findings.** The Governing Body of the City of Garden City, Kansas (“Governing Body”) hereby finds that due notice of the public hearing conducted on April 2, 2024 was made in accordance with the provisions of the Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 et seq. (“Act”).

**SECTION 2. Establishment of Reinvestment Housing Incentive District.** A reinvestment housing incentive district is hereby created and established within the corporate limits of the City of Garden City, Kansas (“City”) in accordance with the provisions of the Act, and is named the Hunters Glen – Phase Three A Reinvestment Housing Incentive District, which shall consist of the following described real property in Garden City, Finney County, Kansas:

A Tract of Land in the Southwest and Southeast Quarters of the Northeast Quarter of Section 6, Township 24 South, Range 32 West of the 6th P.M., Garden City, Finney County, Kansas, more particularly described as follows:

Beginning at the Northeast corner of Lot 2, Block 1, Hunters Glen - Phase One; thence North 88°47'54" West a distance of 273.98 feet; thence North 00°59'28" East a distance of 197.56 feet; thence North 85°13'29" West a distance of 168.09 feet; thence North 88°38'07" West a distance of 239.29 feet; thence South 00°59'28" West a distance of 208.71 feet; thence North 88°47'54" West a distance of 81.75 feet; thence North 43°54'13" West a distance of 28.36 feet; thence North 00°59'28" East a distance of 168.99 feet; thence North 46°10'41" East a distance of 28.19 feet; thence North 88°38'07" West a distance of 180.49 feet; thence South 00°59'28" West a distance of 111.99 feet; thence North 88°38'07" West a distance of 15.51 feet; thence South 00°59'28" West a distance of 3.87 feet; thence North 88°47'54" West a distance of 61.99 feet; thence North 00°59'28" East a distance of 116.03 feet; thence North 88°38'07" West a distance of 20.00 feet; thence South 00°59'28" West a distance of 116.09 feet; thence North 88°47'54" West a distance of 129.00 feet; thence South 00°59'28" West a distance of 254.70 feet; thence South 88°47'54" East a distance of 86.03 feet; thence South 00°59'28" West a distance of 132.01 feet; thence South 88°47'54" East a distance of 33.96 feet; thence South 00°59'28" West a distance of 50.00 feet; thence South 88°47'54" East a distance of 12.69 feet; thence South 00°58'54" West a distance of 133.45 feet; thence North 88°44'16" West a distance of 3.44 feet; thence North 88°48'42" West a distance of 62.87 feet; thence South 89°42'55" West a distance of 320.44 feet; thence North 00°59'12" East a distance of 141.76 feet; thence North 88°47'54" West a distance of 41.33 feet; thence North 00°56'58" West a distance

[LEGAL DESCRIPTION CONTINUES ON NEXT PAGE]

of 50.04 feet; thence North 00°59'28" East a distance of 227.18 feet; thence South 88°38'07" East a distance of 96.00 feet; thence North 00°59'28" East a distance of 50.00 feet; thence North 46°10'41" East a distance of 28.19 feet; thence North 00°59'28" East a distance of 95.36 feet; thence North 88°47'54" West a distance of 116.00 feet; thence South 00°59'28" West a distance of 1.61 feet; thence North 88°38'07" West a distance of 579.99 feet; thence South 00°59'12" West a distance of 113.42 feet; thence North 88°38'07" West a distance of 79.75 feet; thence North 43°48'46" West a distance of 28.42 feet; thence North 82°24'17" West a distance of 50.33 feet; thence on a non-tangential curve to the right having a delta angle of 50°48'01", an arc length of 132.99 feet, a radius of 150.00 feet, a chord length of 128.68 feet, a chord bearing of North 26°23'29" East; thence North 51°47'29" East a distance of 126.94 feet; thence North 00°59'28" East a distance of 166.92 feet; thence South 88°38'02" East a distance of 2,043.00 feet; thence South 00°59'33" West a distance of 369.80 feet to the point of beginning, containing 17.0 acres, more or less ("District").

The boundaries of the District do not contain any property not referenced in Resolution No. 3100-2024, which provided notice of public hearing on the creation of the District and the adoption of the development plan related thereto.

**SECTION 3. Adoption of Development Plan.** The plan for the development of housing and public facilities in the District, as presented to the Governing Body on this date, is hereby approved and adopted ("Development Plan").

**SECTION 4. Nullification.** This Ordinance shall be null and void if, within thirty (30) days following the conclusion of the public hearing on April 2, 2024, any of the following events occur:

1. The Board of Education of Unified School District No. 457 determines by resolution that the District will have an adverse effect on such school district; or
2. The Board of County Commissioners of Finney County, Kansas determines by resolution that the District will have an adverse effect on such county.

As of this date, the City has not received a copy of any such resolution and is not aware of the adoption of any such resolution by said boards.

**SECTION 5. Reimbursement.** The City is authorized to reimburse the developer of the District for all or a portion of the costs of implementing the Development Plan through the use of property tax increments allocated to the City under the provisions of the Act, subject to any and all provisions of the Act and of the Development Plan, including, but not limited to, the Development Agreement attached thereto.

**SECTION 6. Further Action.** The Mayor, City Clerk, and other officials and employees of the City, including the City Attorney and Assistant City Attorney, are hereby further authorized and directed to take such other actions as may be appropriate to accomplish the purposes of this Ordinance.

**SECTION 7. Transmission of Documents.** The City Clerk shall transmit a copy of the description of the land within the District, a copy of this Ordinance, and a map or plat indicating the boundaries of the District, to the clerk, appraiser, and treasurer of Finney County, Kansas and to the Board of Education of Unified School District No. 457, the Board of County Commissioners of Finney County, Kansas, the Board of Trustees of Garden City Community College, and the governing body of the West Plains Extension District No. 19. Such documents shall be transmitted as promptly as practicable following the adoption of the Development Plan, but in any event, on or before the January 1st next following such adoption.

**SECTION 8. Effective Date.** This ordinance shall be in full force and effect from and after its publication, or a publication of a summary in the Garden City Telegram, the official city newspaper.

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this 2<sup>nd</sup> day of April, 2024.

---

MANUEL F. ORTIZ, Mayor

ATTEST:

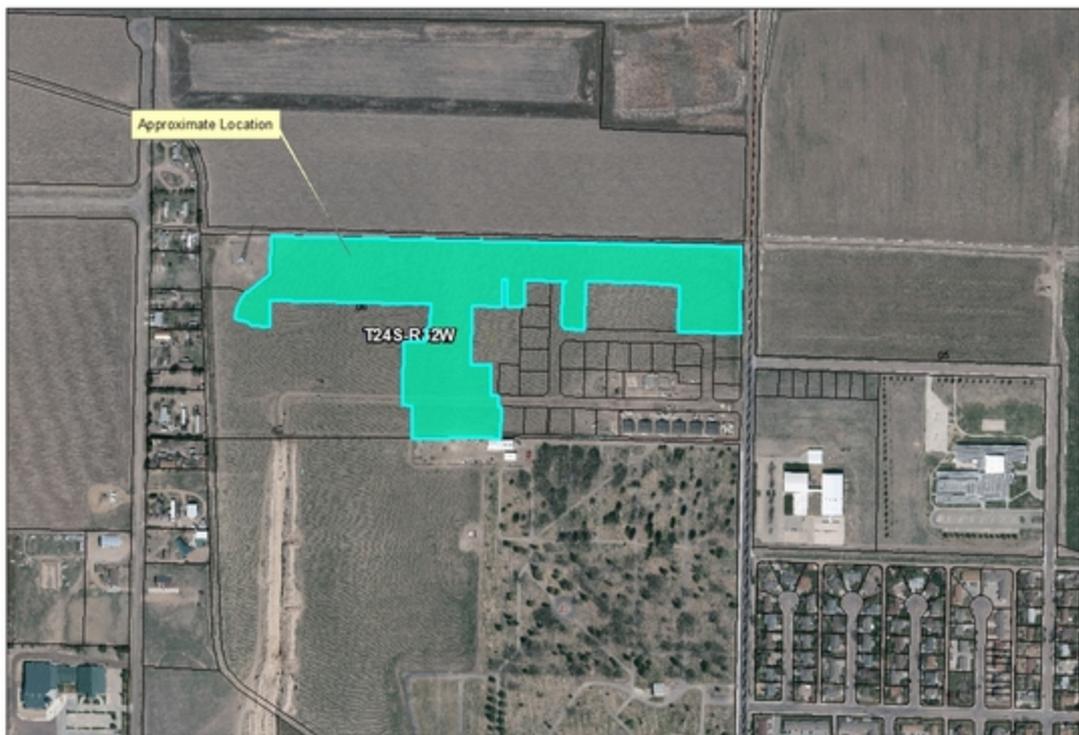
---

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

APPROVED AS TO FORM AND CONTENT:

---

JENNIFER V. CUNNINGHAM, City Attorney



**Legend**

 Hunters Glen Phase 3A

0 375 750 1,500 Feet



**DEVELOPMENT PLAN**  
**OF THE CITY OF GARDEN CITY, KANSAS**  
**HUNTERS GLEN – PHASE THREE A**  
**REINVESTMENT HOUSING INCENTIVE DISTRICT**

**APRIL 2, 2024**

## DEVELOPMENT PLAN

WHEREAS, any and all recitals, sections, and other parts of Resolution Nos. 2506-2012 and 3100-2024, which were passed by the City of Garden City, Kansas ("CITY"), by and through its governing body ("Governing Body"), on January 15, 2013 and on February 20, 2024, respectively, are hereby restated and incorporated by reference as if fully set forth herein; and

WHEREAS, CITY proposes this Development Plan pursuant to subsection (a) of K.S.A. 12-5245 of the Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 et seq.

1. **LEGAL DESCRIPTION & MAP.** The legal description of the Hunters Glen Phase Three A Reinvestment Housing Incentive District (hereinafter "the District") is as follows and a map depicting the existing parcels of real estate in the proposed district is attached hereto as **Exhibit A** and is hereby incorporated by reference as if fully set forth herein.

A Tract of Land in the Southwest and Southeast Quarters of the Northeast Quarter of Section 6, Township 24 South, Range 32 West of the 6th P.M., Garden City, Finney County, Kansas, more particularly described as follows: Beginning at the Northeast corner of Lot 2, Block 1, Hunters Glen - Phase One; thence North 88°47'54" West a distance of 273.98 feet; thence North 00°59'28" East a distance of 197.56 feet; thence North 85°13'29" West a distance of 168.09 feet; thence North 88°38'07" West a distance of 239.29 feet; thence South 00°59'28" West a distance of 208.71 feet; thence North 88°47'54" West a distance of 81.75 feet; thence North 43°54'13" West a distance of 28.36 feet; thence North 00°59'28" East a distance of 168.99 feet; thence North 46°10'41" East a distance of 28.19 feet; thence North 88°38'07" West a distance of 180.49 feet; thence South 00°59'28" West a distance of 111.99 feet; thence North 88°38'07" West a distance of 15.51 feet; thence South 00°59'28" West a distance of 3.87 feet; thence North 88°47'54" West a distance of 61.99 feet; thence North 00°59'28" East a distance of 116.03 feet; thence North 88°38'07" West a distance of 20.00 feet; thence South 00°59'28" West a distance of 116.09 feet; thence North 88°47'54" West a distance of 129.00 feet; thence South 00°59'28" West a distance of 254.70 feet; thence South 88°47'54" East a distance of 86.03 feet; thence South 00°59'28" West a distance of 132.01 feet; thence South 88°47'54" East a distance of 33.96 feet; thence South 00°59'28" West a distance of 50.00 feet; thence South 88°47'54" East a distance of 12.69 feet; thence South 00°58'54" West a distance of 133.45 feet; thence North 88°44'16" West a distance of 3.44 feet; thence North 88°48'42" West a distance of 62.87 feet; thence South 89°42'55" West a distance of 320.44 feet; thence North 00°59'12" East a distance of 141.76 feet; thence North 88°47'54" West a distance of 41.33 feet; thence North 00°56'58" West a distance of 50.04 feet; thence North 00°59'28" East a distance of 227.18 feet; thence South 88°38'07" East a distance of 96.00 feet; thence North 00°59'28" East a distance of 50.00 feet; thence North 46°10'41" East a distance of 28.19 feet; thence North 00°59'28" East a distance of 95.36 feet; thence North 88°47'54" West a distance of 116.00 feet; thence South 00°59'28" West a distance of 1.61 feet; thence North 88°38'07" West a distance of 579.99 feet; thence South 00°59'12" West a distance of 113.42 feet; thence North 88°38'07" West a distance of 79.75 feet; thence North 43°48'46" West a distance of 28.42 feet; thence North 82°24'17" West a distance of 50.33 feet; thence on a non-tangential curve to the right having a delta angle of 50°48'01", an arc length of 132.99 feet, a radius of 150.00 feet, a chord length of 128.68 feet, a chord

[LEGAL DESCRIPTION CONTINUES ON NEXT PAGE]

bearing of North 26°23'29" East; thence North 51°47'29" East a distance of 126.94 feet; thence North 00°59'28" East a distance of 166.92 feet; thence South 88°38'02" East a distance of 2,043.00 feet; thence South 00°59'33" West a distance of 369.80 feet to the point of beginning, containing 17.0 acres, more or less.

2. **VALUATION.** The existing assessed valuation of the real estate in the District is estimated to be \$959.24, which includes a land value only due to the improvement value being \$0.00.

3. **OWNERS.** The names and addresses of the owners of record of all real estate within the District are:

- a. Developer/Owner ..... Oikos Development Corporation  
1712 Main Street, Suite 206  
Kansas City, Missouri 64108
- b. Construction Management..... OCM Builders, LLC  
600 North 17<sup>th</sup> Street  
Kansas City, Kansas 66102

4. **FACILITIES.** The District will be part of a multi-phase federally-funded public housing development that will be owned and operated by a private, nonprofit community housing development organization. The development will generally consist of multiple family rental dwellings, common areas, and landlord areas. A description of the housing and public facilities project(s) that are proposed to be constructed or improved in the District, including the location thereof, is as follows and is further described in the site plan for the District, which is attached hereto as **Exhibit B** and is hereby incorporated by reference as if fully set forth herein ("Conceptual Site Plan"):

- a. **HOUSING FACILITIES.** The housing facilities proposed to be constructed within the District will consist of the following:
  - i. Ten (10) fourplex buildings valued at approximately \$440,000.00 and made up of twenty (20) two-bedroom living units and twenty (20) three-bedroom living units, for a total of forty (40) living units altogether; and
  - ii. Two (2) duplex buildings valued at approximately \$250,000.00 and made up of two (2) two-bedroom living units and two (2) three-bedroom living units, for a total of four (4) living units altogether.
- b. **PUBLIC FACILITIES.** Public improvements proposed to be constructed or improved within the District include any infrastructure improvements, together with any equipment, appurtenance, or ancillary components, that will be subject to being owned, operated, and maintained by CITY upon its acceptance for purposes of title and maintenance and that are: (a) intended to be used by the general public; (b) required by the Subdivision Regulations of CITY; (c) required by the infrastructure plans; (d) required by CITY to provide for the extension or operation of any CITY operated utility or utilities to or within the District, including, but not limited to, electric, water, sanitary sewer, and storm sewer; or (e) required pursuant to the development agreement referenced in Paragraph 6, Contractual Assurances, herein, which is hereby incorporated by reference as if fully set forth herein. The development agreement will set out the process for title and maintenance of these public improvements to be transferred to CITY.

- c. **OTHER FACILITIES.** The other facilities proposed to be constructed within the District are a childcare center, community center, or park, as well as at least two (2) green spaces. These facilities will be owned and maintained by DEVELOPER and neither title nor maintenance of these facilities will be transferred to CITY.
- d. **DISCLAIMER.** This Development Plan and the development agreement referenced in Paragraph 6, Contractual Assurances, herein may contain references to or the inclusion of one or more site plans, infrastructure plans, preliminary plats, final plats, or other construction drawings that may be in draft form or otherwise not yet stamped or signed for approval by CITY. Any such reference or inclusion shall in no way be construed as an approval of any such plan, plat, or drawing by CITY. Any such documents are subject to change until final approval.

5. **DEVELOPERS.** The names, addresses, and specific interests in the real estate in the District of the developers responsible for development of the housing and public facilities are:

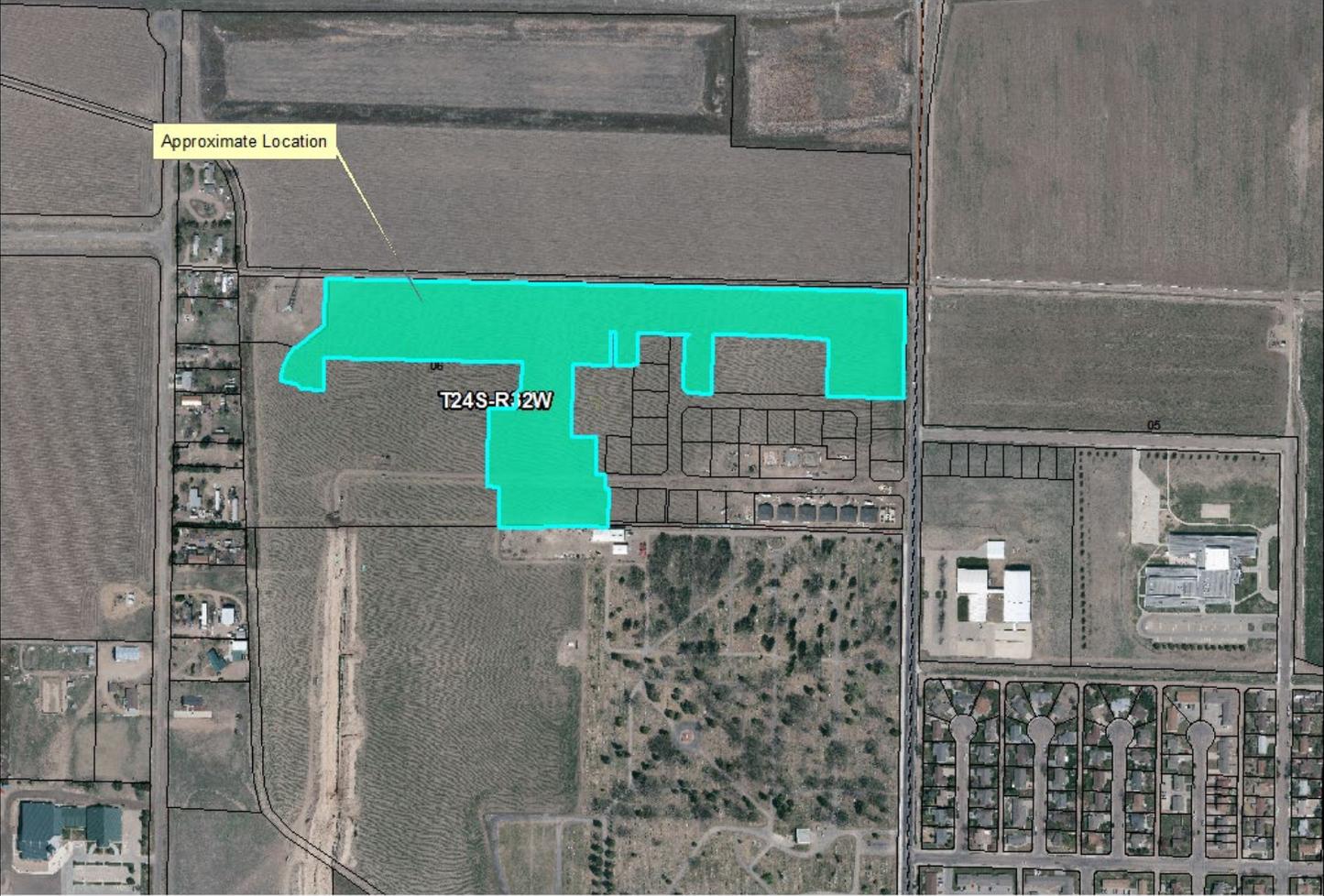
- a. Developer/Owner ..... Oikos Development Corporation  
1712 Main Street, Suite 206  
Kansas City, Missouri 64108

6. **CONTRACTUAL ASSURANCES.** CITY has caused there to be prepared a development agreement between CITY and the Developer, which is attached hereto as **Exhibit D** and is hereby incorporated by reference as if fully set forth herein (“Development Agreement”), including any attachments thereto. The Development Agreement includes, *inter alia*, the financial obligations of the Developer in relation to the public improvements within the District, including, but not limited to, the limitations on reimbursement of eligible expenses and the requirement to provide a separate performance bond and maintenance bond that each names CITY as the obligee and the Developer as the principal and that otherwise complies with the Subdivision Regulations of CITY and the Development Agreement. The Development Agreement includes the contractual assurances, if any, the Governing Body has received from the Developer, guaranteeing the financial feasibility of specific housing tax incentive projects in the District.

7. **FEASIBILITY STUDY.** CITY conducted a comprehensive analysis of the feasibility of providing housing tax incentives in the District, pursuant to subsection (a)(7) of K.S.A. 12-5245, to determine whether the public benefits derived from the District will exceed the costs and that the income therefrom, together with other sources of funding, will be sufficient to pay for the public improvements that may be undertaken in the District, which is attached hereto as **Exhibit C** and is hereby incorporated by reference as if fully set forth herein (“Feasibility Study”). The Feasibility Study estimates the property tax revenues that will be generated from the District, less existing property taxes, to determine the revenue stream available to support reimbursement to the Developer for all or a portion of the costs of financing the public infrastructure. The estimates indicate that the revenue realized from the project would be adequate to pay the eligible costs. The recuperation of eligible expenses is dependent upon fluctuations in the housing market and housing development. Any amounts contained in the Feasibility Study are subject to final assessment. Additionally, any other sources of public or private funds to be used to finance such public improvements are listed below, pursuant to subsection (a)(7) of K.S.A. 12-5245:

- a. Bonneville Mortgage Company.....Construction-to-Perm Financing
- b. Housing Assistance Council .....RHID Loan
- c. USDA Section 514 Loan .....FLH Loan
- d. USDA Section 516 Grant .....FLH Grant

**EXHIBIT A**  
**MAP OF THE DISTRICT**



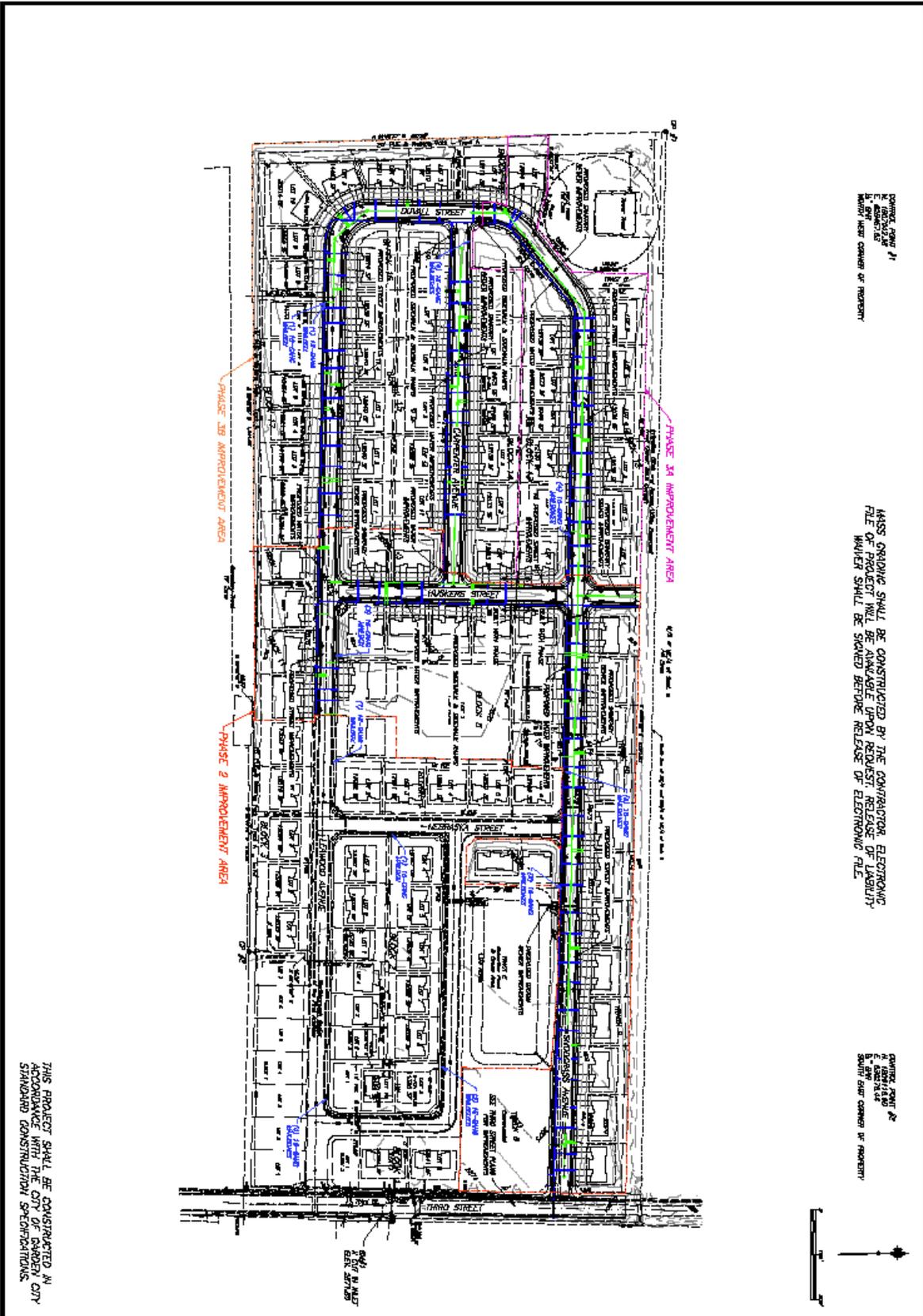
**Legend**

 Hunters Glen Phase 3A

0 375 750 1,500 Feet



# EXHIBIT B CONCEPTUAL SITE PLAN



OWNER: PHASE 1  
 HUNTERS GLEN  
 PHASE 1A  
 SANITARY SEWER & WATER  
 IMPROVEMENTS

PHASE GRADING SHALL BE CONSTRUCTED BY THE CONTRACTOR. ELECTRONIC FILE OF PROJECT WILL BE AVAILABLE UPON REQUEST. RELEASE OF LIABILITY WAIVER SHALL BE SIGNED BEFORE RELEASE OF ELECTRONIC FILE.

OWNER: PHASE 2  
 HUNTERS GLEN  
 PHASE 2  
 SANITARY SEWER & WATER  
 IMPROVEMENTS

THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF GARDEN CITY STANDARD CONSTRUCTION SPECIFICATIONS.

| <p>DATE: 10/11/2011<br/>         DRAWN BY: [Name]<br/>         CHECKED BY: [Name]<br/>         PROJECT NO: C-101</p> | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Date</th> <th style="width: 90%;">Description</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> </tbody> </table> | Date | Description |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | <p><b>HUNTERS GLEN</b><br/>         PHASE 3<br/>         SANITARY SEWER, WATER &amp; STREET IMPROVEMENTS<br/>         GARDEN CITY, KANSAS</p> |  | <p><b>EBH</b><br/>         EBHengineering.com</p> |
|--|---|------|-------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|---|--|---|
| Date   | Description   |      |             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |  |   |
|  |   |      |             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |  |   |
|  |   |      |             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |  |   |
|  |   |      |             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |  |   |
|  |   |      |             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |  |   |
|  |   |      |             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |  |   |
|  |   |      |             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |  |   |
|  |   |      |             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |  |   |
|  |   |      |             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |  |   |
|  |   |      |             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |  |   |
|  |   |      |             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |  |   |

## EXHIBIT C FEASIBILITY STUDY

|                                     |
|-------------------------------------|
| Cost of Infrastructure Improvements |
| <b>\$2,765,025.69</b>               |

| Total Acres | 2023 Appraised Value (Prorated) | 2023 Assessed Value (Prorated) | 2023 Exemptions | 2023 Tax Value (Prorated) | 2021 Total Tax (Base) (Prorated) |
|-------------|---------------------------------|--------------------------------|-----------------|---------------------------|----------------------------------|
| 17          | \$ 1,799.61                     | \$ 959.24                      | \$ -            | \$ 959.24                 | \$ 153.51                        |
|             | Per Acre                        | Per Acre                       |                 | Per Acre                  | Per Acre                         |
|             | \$ 105.86                       | \$ 56.43                       |                 | \$ 56.43                  | \$ 9.03                          |

| Type     | Total Number of Bldgs | Projected Price (Per Unit) | Property Class (RR) | Total Assessed Value (Per Unit) | Exemp. | Total Taxable Value (Per Unit) | Mill Levy | Annual Estimated Tax (Per Unit) |
|----------|-----------------------|----------------------------|---------------------|---------------------------------|--------|--------------------------------|-----------|---------------------------------|
| Fourplex | 10                    | \$ 440,000.00              | 11.5%               | \$ 50,600.00                    | \$ -   | \$ 50,600.00                   | 0.160033  | \$ 8,097.67                     |
| Duplex   | 2                     | \$ 250,000.00              | 11.5%               | \$ 28,750.00                    | \$ -   | \$ 28,750.00                   | 0.160033  | \$ 4,600.95                     |

| RECUPERATION ESTIMATES |                 |             |                    |                |                      |        |                     |            |                    |                                | PLAN YEAR | PROJECTED RHID REVENUE |
|------------------------|-----------------|-------------|--------------------|----------------|----------------------|--------|---------------------|------------|--------------------|--------------------------------|-----------|------------------------|
| YEAR BUILT             | NEW UNITS BLDGS | TOTAL BLDGS | TOTAL VALUE        | PROPERTY CLASS | TOTAL ASSESSED VALUE | EXEMP. | TOTAL TAXABLE VALUE | MILL LEVY  | TOTAL TAX REVENUE  | INCREMENT                      |           |                        |
|                        |                 |             | (Cumulative Units) |                | (Cumulative Units)   |        | (Cumulative Units)  | (Prorated) | (Cumulative Units) | (Total Tax Revenue minus Base) |           | (Cumulative Sum)       |
| 2024                   | 0               | 0           | n/a                | n/a            | n/a                  | n/a    | n/a                 | n/a        | n/a                | n/a                            | 1         | n/a                    |
| 2025                   | 12              | 12          | \$ 5,280,000.00    | 11.5%          | \$ 607,200.00        | \$ -   | \$ 607,200.00       | 0.160033   | \$ 97,172.04       | \$ 97,018.53                   | 2         | \$ 97,018.53           |
| 2026                   | 0               | 12          | \$ 5,280,000.00    | 11.5%          | \$ 607,200.00        | \$ -   | \$ 607,200.00       | 0.160033   | \$ 97,172.04       | \$ 97,018.53                   | 3         | \$ 194,037.05          |
| 2027                   | 0               | 12          | \$ 5,280,000.00    | 11.5%          | \$ 607,200.00        | \$ -   | \$ 607,200.00       | 0.160033   | \$ 97,172.04       | \$ 97,018.53                   | 4         | \$ 291,055.58          |
| 2028                   | 0               | 12          | \$ 5,280,000.00    | 11.5%          | \$ 607,200.00        | \$ -   | \$ 607,200.00       | 0.160033   | \$ 97,172.04       | \$ 97,018.53                   | 5         | \$ 388,074.10          |
| 2029                   | 0               | 12          | \$ 5,280,000.00    | 11.5%          | \$ 607,200.00        | \$ -   | \$ 607,200.00       | 0.160033   | \$ 97,172.04       | \$ 97,018.53                   | 6         | \$ 485,092.63          |
| 2030                   | 0               | 12          | \$ 5,280,000.00    | 11.5%          | \$ 607,200.00        | \$ -   | \$ 607,200.00       | 0.160033   | \$ 97,172.04       | \$ 97,018.53                   | 7         | \$ 582,111.15          |
| 2031                   | 0               | 12          | \$ 5,280,000.00    | 11.5%          | \$ 607,200.00        | \$ -   | \$ 607,200.00       | 0.160033   | \$ 97,172.04       | \$ 97,018.53                   | 8         | \$ 679,129.68          |
| 2032                   | 0               | 12          | \$ 5,280,000.00    | 11.5%          | \$ 607,200.00        | \$ -   | \$ 607,200.00       | 0.160033   | \$ 97,172.04       | \$ 97,018.53                   | 9         | \$ 776,148.21          |
| 2033                   | 0               | 12          | \$ 5,280,000.00    | 11.5%          | \$ 607,200.00        | \$ -   | \$ 607,200.00       | 0.160033   | \$ 97,172.04       | \$ 97,018.53                   | 10        | \$ 873,166.73          |
| 2034                   | 0               | 12          | \$ 5,280,000.00    | 11.5%          | \$ 607,200.00        | \$ -   | \$ 607,200.00       | 0.160033   | \$ 97,172.04       | \$ 97,018.53                   | 11        | \$ 970,185.26          |
| 2035                   | 0               | 12          | \$ 5,280,000.00    | 11.5%          | \$ 607,200.00        | \$ -   | \$ 607,200.00       | 0.160033   | \$ 97,172.04       | \$ 97,018.53                   | 12        | \$ 1,067,203.78        |
| 2036                   | 0               | 12          | \$ 5,280,000.00    | 11.5%          | \$ 607,200.00        | \$ -   | \$ 607,200.00       | 0.160033   | \$ 97,172.04       | \$ 97,018.53                   | 13        | \$ 1,164,222.31        |
| 2037                   | 0               | 12          | \$ 5,280,000.00    | 11.5%          | \$ 607,200.00        | \$ -   | \$ 607,200.00       | 0.160033   | \$ 97,172.04       | \$ 97,018.53                   | 14        | \$ 1,261,240.84        |
| 2038                   | 0               | 12          | \$ 5,280,000.00    | 11.5%          | \$ 607,200.00        | \$ -   | \$ 607,200.00       | 0.160033   | \$ 97,172.04       | \$ 97,018.53                   | 15        | \$ 1,358,259.36        |
| 2039                   | 0               | 12          | \$ 5,280,000.00    | 11.5%          | \$ 607,200.00        | \$ -   | \$ 607,200.00       | 0.160033   | \$ 97,172.04       | \$ 97,018.53                   | 16        | \$ 1,455,277.89        |
| 2040                   | 0               | 12          | \$ 5,280,000.00    | 11.5%          | \$ 607,200.00        | \$ -   | \$ 607,200.00       | 0.160033   | \$ 97,172.04       | \$ 97,018.53                   | 17        | \$ 1,552,296.41        |
| 2041                   | 0               | 12          | \$ 5,280,000.00    | 11.5%          | \$ 607,200.00        | \$ -   | \$ 607,200.00       | 0.160033   | \$ 97,172.04       | \$ 97,018.53                   | 18        | \$ 1,649,314.94        |
| 2042                   | 0               | 12          | \$ 5,280,000.00    | 11.5%          | \$ 607,200.00        | \$ -   | \$ 607,200.00       | 0.160033   | \$ 97,172.04       | \$ 97,018.53                   | 19        | \$ 1,746,333.46        |
| 2043                   | 0               | 12          | \$ 5,280,000.00    | 11.5%          | \$ 607,200.00        | \$ -   | \$ 607,200.00       | 0.160033   | \$ 97,172.04       | \$ 97,018.53                   | 20        | \$ 1,843,351.99        |
| 2044                   | 0               | 12          | \$ 5,280,000.00    | 11.5%          | \$ 607,200.00        | \$ -   | \$ 607,200.00       | 0.160033   | \$ 97,172.04       | \$ 97,018.53                   | 21        | \$ 1,940,370.52        |
| 2045                   | 0               | 12          | \$ 5,280,000.00    | 11.5%          | \$ 607,200.00        | \$ -   | \$ 607,200.00       | 0.160033   | \$ 97,172.04       | \$ 97,018.53                   | 22        | \$ 2,037,389.04        |
| 2046                   | 0               | 12          | \$ 5,280,000.00    | 11.5%          | \$ 607,200.00        | \$ -   | \$ 607,200.00       | 0.160033   | \$ 97,172.04       | \$ 97,018.53                   | 23        | \$ 2,134,407.57        |
| 2047                   | 0               | 12          | \$ 5,280,000.00    | 11.5%          | \$ 607,200.00        | \$ -   | \$ 607,200.00       | 0.160033   | \$ 97,172.04       | \$ 97,018.53                   | 24        | \$ 2,231,426.09        |
| 2048                   | 0               | 12          | \$ 5,280,000.00    | 11.5%          | \$ 607,200.00        | \$ -   | \$ 607,200.00       | 0.160033   | \$ 97,172.04       | \$ 97,018.53                   | 25        | \$ 2,328,444.62        |

**EXHIBIT D**

**DEVELOPMENT AGREEMENT**  
**HUNTERS GLEN – PHASE THREE A**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **CITY OF GARDEN CITY, KANSAS**, a Kansas municipal corporation (“CITY”), and **OIKOS DEVELOPMENT CORPORATION**, a Missouri nonprofit corporation (“DEVELOPER”), together collectively referred to as the “Parties”.

**RECITALS**

A. CITY is a city of the first class situated in Finney County, Kansas that is incorporated in accordance with the laws of the State of Kansas and that has a population of less than 60,000.

B. CITY operates and maintains a system of public infrastructure and facilities for the travel of vehicles and pedestrians and the operation of public and private utilities within the corporate limits of Garden City, Kansas.

C. CITY utilizes a program pursuant to the Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 et seq. that is designed to encourage the development of housing within Garden City, Kansas by providing a procedure for developers to recoup eligible expenses related to the implementation of the housing development.

D. DEVELOPER is a private, nonprofit community housing development organization that has acquired certain real property, as more particularly described herein, that is located within the corporate limits of Garden City, Kansas.

E. DEVELOPER intends to develop the property into residential housing units as part of a multi-phase federally-funded public housing development that will be owned and operated by DEVELOPER and will generally consist of multiple family rental dwellings, common areas, and landlord areas.

F. DEVELOPER desires to participate in the housing incentive program for this phase of the housing development in order to recoup a portion of its eligible expenses related to the implementation of this phase, subject to the terms and conditions of this Agreement.

G. CITY desires to allow DEVELOPER to participate in the housing incentive program for this phase of the development in order to encourage the development of housing within Garden City, Kansas and in exchange for DEVELOPER agreeing to construct and install certain infrastructure improvements, to adhere to a certain procedure for the recoupment of eligible expenses, to comply with the Code of Ordinances of the City of Garden City, Kansas and any regulations, rules, policies, and specifications of CITY, to comply with certain supplemental provisions of such code, regulations, rules, policies, and specifications, and to otherwise be subject to the terms and conditions of this Agreement.

H. CITY and DEVELOPER desire to enter into this Agreement to define and express all of their respective rights, commitments, undertakings, and other obligations with respect to the development of said phase in relation to the Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 et seq.

**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. **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. **Act** means the Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 et seq. This definition shall also apply to the term “Rural Housing Incentive District Act”.
- b. **Code** means the Code of Ordinances of the City of Garden City, Kansas.
- c. **Governing Body** means the City Commission of the City of Garden City, Kansas.
- d. **Reinvestment Housing Incentive District** means a reinvestment housing incentive district pursuant to the Act. This definition shall also apply to the term “Rural Housing Incentive District”.
- f. **Subdivision Regulations** means the Subdivision Regulations of the City of Garden City, Kansas.
- g. **Substantial Completion** means the stage in the progress of the Public Improvements or Private Improvements when the work or designated portions thereof is sufficiently complete in accordance with the Infrastructure Plans or Electrical Plans, excepting all punch list items so that such infrastructure can be occupied or utilized for its intended purposes.

2. **PROPERTY.** The real property subject to this Agreement is generally located to the North of Valley View Cemetery and West of North 3<sup>rd</sup> Street in Garden City, Finney County, Kansas and is more particularly described as follows:

A Tract of Land in the Southwest and Southeast Quarters of the Northeast Quarter of Section 6, Township 24 South, Range 32 West of the 6th P.M., Garden City, Finney County, Kansas, more particularly described as follows: Beginning at the Northeast corner of Lot 2, Block 1, Hunters Glen - Phase One; thence North 88°47'54" West a distance of 273.98 feet; thence North 00°59'28" East a distance of 197.56 feet; thence North 85°13'29" West a distance of 168.09 feet; thence North 88°38'07" West a distance of 239.29 feet; thence South 00°59'28" West a distance of 208.71 feet; thence North 88°47'54" West a distance of 81.75 feet; thence North 43°54'13" West a distance of 28.36 feet; thence North 00°59'28" East a distance of 168.99 feet; thence North 46°10'41" East a distance of 28.19 feet; thence North 88°38'07" West a distance of 180.49 feet; thence South 00°59'28" West a distance of 111.99 feet; thence North 88°38'07" West a distance of 15.51 feet; thence South 00°59'28" West a distance of 3.87 feet; thence North 88°47'54" West a distance of 61.99 feet; thence North 00°59'28" East a distance of 116.03 feet; thence North 88°38'07" West a distance of 20.00 feet; thence South 00°59'28" West a distance of 116.09 feet; thence North 88°47'54" West a distance of 129.00 feet; thence South 00°59'28" West a distance of 254.70 feet; thence South 88°47'54" East a distance of 86.03 feet; thence South 00°59'28" West a distance of 132.01 feet; thence South 88°47'54" East a distance of 33.96 feet; thence South

[LEGAL DESCRIPTION CONTINUES ON NEXT PAGE]

00°59'28" West a distance of 50.00 feet; thence South 88°47'54" East a distance of 12.69 feet; thence South 00°58'54" West a distance of 133.45 feet; thence North 88°44'16" West a distance of 3.44 feet; thence North 88°48'42" West a distance of 62.87 feet; thence South 89°42'55" West a distance of 320.44 feet; thence North 00°59'12" East a distance of 141.76 feet; thence North 88°47'54" West a distance of 41.33 feet; thence North 00°56'58" West a distance of 50.04 feet; thence North 00°59'28" East a distance of 227.18 feet; thence South 88°38'07" East a distance of 96.00 feet; thence North 00°59'28" East a distance of 50.00 feet; thence North 46°10'41" East a distance of 28.19 feet; thence North 00°59'28" East a distance of 95.36 feet; thence North 88°47'54" West a distance of 116.00 feet; thence South 00°59'28" West a distance of 1.61 feet; thence North 88°38'07" West a distance of 579.99 feet; thence South 00°59'12" West a distance of 113.42 feet; thence North 88°38'07" West a distance of 79.75 feet; thence North 43°48'46" West a distance of 28.42 feet; thence North 82°24'17" West a distance of 50.33 feet; thence on a non-tangential curve to the right having a delta angle of 50°48'01", an arc length of 132.99 feet, a radius of 150.00 feet, a chord length of 128.68 feet, a chord bearing of North 26°23'29" East; thence North 51°47'29" East a distance of 126.94 feet; thence North 00°59'28" East a distance of 166.92 feet; thence South 88°38'02" East a distance of 2,043.00 feet; thence South 00°59'33" West a distance of 369.80 feet to the point of beginning, containing 17.0 acres, more or less ("Property").

3. **FORMATION OF INCENTIVE DISTRICT.** On October 16, 2012, the Governing Body passed and approved Resolution No. 2506-2012 naming Northborough Addition as a proposed Rural Housing Incentive District ("Resolution of Required Findings"). A certified copy of the Resolution of Required Findings was thereafter sent to the Secretary of Commerce of the State of Kansas ("Secretary") for review and advisement pursuant to subsection (c) of K.S.A. 12-5244. On November 27, 2012, the Secretary advised the Governing Body in writing that the Secretary agreed with each of the findings contained in the Resolution of Required Findings, which thereby authorized the Governing Body to proceed with the establishment of Reinvestment Housing Incentive Districts within the Northborough Addition. On February 20, 2024, the Governing Body passed and approved Resolution No. 3100-2024 that, inter alia, provided notice that a public hearing was to be held on April 1, 2024 at 1:15 p.m. in the City Commission Chambers of the City Administrative Center located at 301 North 8<sup>th</sup> Street in Garden City, Kansas, wherein the Governing Body was to consider the designation of the Property as a Reinvestment Housing Incentive District and to consider the adoption of a plan for the development of housing and public facilities within the Property ("Public Hearing Resolution"). A public hearing was held on April 1, 2024 and, upon and considering the information and public comments received at said hearing, the Governing Body passed and approved Ordinance No. \_\_\_\_\_ ("RHID Ordinance"). The RHID Ordinance established the Property as a Reinvestment Housing Incentive District to go by the name of Hunters Glen – Phase Three A ("District") and adopted a plan, to which this Agreement is an exhibit, for the development of housing and public facilities within the District ("Development Plan"). Each resolution and ordinance referenced by this paragraph, including all exhibits thereto, are hereby incorporated by reference as if fully set forth herein.

4. **COMPLIANCE WITH THE ACT.** DEVELOPER acknowledges and agrees that it has been provided with an adequate opportunity to review the terms and conditions of this Agreement and the Resolution of Required Findings, the Public Hearing Resolution, the proceedings of the public hearing, and the RHID Ordinance, including all exhibits thereto. DEVELOPER and CITY acknowledge and agree that the Agreement and the Resolution of Required Findings, the Public Hearing Resolution, the proceedings of the public hearing, and the RHID Ordinance, including all exhibits thereto, are in compliance with the Act.

5. **CONCEPTUAL SITE PLAN; MATERIAL CHANGE.** DEVELOPER submitted to CITY, and CITY has approved, a certain conceptual site plan depicting the conceptual program for the construction of the Housing Facilities, Public Improvements, and Private Improvements, which is attached as **Exhibit B to the Development Plan** to which this Agreement is an exhibit (“Conceptual Site Plan”). The Conceptual Site Plan is hereby incorporated by reference as if fully set forth herein. DEVELOPER shall not engage in any activity in contradiction to the Conceptual Site Plan that would constitute a Material Change unless: (a) DEVELOPER has provided written notification of such material change to CITY at least thirty (30) days prior to engaging in any such activity; and (b) CITY has consented in writing to such material change. CITY shall not unreasonably withhold any such consent. For the purposes of this paragraph, the term “Material Change” shall mean any change to the Conceptual Site Plan that: (i) significantly affects the nature of the Public Improvements; (ii) significantly affects the number of Housing Facilities; or (iii) results in an increase or decrease to the cost of the Public Improvements or Private Improvements in the amount of twenty-five thousand dollars (\$25,000) or more.

6. **DESIGN CRITERIA.** Any plan, drawing, or other document that is referenced in Sections 70-2:1.060 or 70-2:7.130 of the Subdivisions Regulations and that is related to the Public Improvements, Private Improvements, or Housing Facilities, including, but not limited to, any construction plans, shall conform with the following:

- a. **COMPLIANCE WITH ORDINANCES, LAWS, & REGULATIONS.** DEVELOPER shall be responsible to have the Public Improvements and Private Improvements designed in conformity with all applicable local, state, and federal ordinances, laws, and regulations and any design criteria appropriate for the project, including, but not limited to, the following:
  - i. General Improvements Handbook of CITY, as the same is in effect as of the Effective Date of this Agreement;
  - ii. Appendix A – SS-1 Standard Wastewater Specifications of the General Improvements Handbook of CITY, as the same is in effect as of the Effective Date of this Agreement;
  - iii. Appendix A – W-1 Standard Water Specifications of the General Improvements Handbook of CITY, as the same is in effect as of the Effective Date of this Agreement;
  - iv. Erosion and Sediment Control Guidelines and Specifications pursuant to Chapter 38, Article VI of the Code, including, but not limited to, the to the Erosion & Sediment Control Manual, as adopted and incorporated by reference in Code Section 38-160;
  - v. Post Construction Stormwater Guidelines and Specifications pursuant to Chapter 38, Article VII of the Code, including, but not limited to, the Post-Construction Stormwater Manual, as adopted and incorporated by reference in Code Section 38-190;
  - vi. Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way of the United States Access Board, as the same is in effect as of the Effective Date of this Agreement unless application of the current version is required by law;

- vii. Public Rights-of-Way Accessibility Guidelines (PROWAG) of the United States Access Board, as the same is in effect as of the Effective Date of this Agreement unless application of the current version is required by law;
- viii. Manual on Uniform Traffic Control Devices (MUTCD) of the Federal Highway Administration, as the same is in effect as of the Effective Date of this Agreement unless application of the current version is required by law;
- ix. Minimum Design Standards for Public Water Supply of the Kansas Department of Health and Environment (“KDHE”), as the same is in effect as of the Effective Date of this Agreement unless application of the current version is required by law;
- x. Minimum Standards of Design for Water Pollution of the KDHE, as the same is in effect as of the Effective Date of this Agreement unless application of the current version is required by law; and
- xi. Any standard engineering practices.

- b. **RESPONSIBILITY FOR THE ADEQUACY OF DESIGN.** DEVELOPER shall be responsible for, and shall require any design professional retained thereby to be responsible for, the adequacy and accuracy of any such plans, drawings, and documents. Any review of such plans, drawings, or documents performed by CITY, including any of its employees, consultants, or agents, is not intended to be and shall not be construed as CITY undertaking or otherwise assuming any duty of DEVELOPER or its design professional to provide adequate and accurate plans, drawings, and documents pursuant to this subparagraph or to ensure that any such plans, drawings, and documents conform with all applicable ordinances, laws, and regulations and any design criteria pursuant to Subparagraph (a) of this paragraph, Compliance with Ordinances, Laws, & Regulations, herein. CITY, and any of its employees, consultants, and agents, make no representation, express warranty, or implied warranty to any person, corporation, company, association, firm, partnership, business trust, estate, joint venture, cooperative, or any legal or commercial entity concerning the adequacy or accuracy of any such plans, drawings, or documents or any other work performed by any design professional of DEVELOPER. In the event that CITY, or any of its employees, consultants, or agents, reviews or approves any such plan, drawing, or document that does not conform with Subparagraphs (a) or (b), Compliance with Ordinances, Laws, & Regulations and Responsibility for the Adequacy of Design, respectively, herein, any such review or approval shall not constitute a waiver by CITY of any requirement under such subparagraphs, unless expressly waived in writing by CITY. Nothing in this Agreement shall limit any immunity or rights of CITY under the Kansas Torts Claims Act. The provisions of this paragraph shall survive any termination or expiration of this Agreement.

7. **INSPECTION OF DOCUMENTS.** Upon request by CITY, DEVELOPER shall allow CITY and any of its employees, contractors, and agents to inspect, upon request, all architectural, engineering, demolition, construction, and other contracts and documents pertaining to the construction of the Public Improvements, Private Improvements, and Housing Facilities as CITY determines is reasonable and necessary to verify the compliance of DEVELOPER with the terms of this Agreement.

8. **INFRASTRUCTURE PLANS.** DEVELOPER has submitted to CITY for review a certain set of infrastructure plans, prepared by a licensed professional engineer, specifying the plans and specifications for the Public Improvements and Private Improvements and, upon stamping or signed approval by CITY, the final version of such plans shall be binding upon DEVELOPER (“Infrastructure Plans”). The Infrastructure Plans are hereby incorporated by reference as if fully set forth herein. DEVELOPER shall not engage in any activity in contradiction to the Infrastructure Plans that would constitute any change to any Public Improvement or Private Improvement as shown on the Infrastructure Plans unless: (a) DEVELOPER has provided written notification of such change to CITY at least thirty (30) days prior to engaging in any such activity; and (b) CITY has consented to such change by stamping or approving by signature an amendment to the affected portion of the Infrastructure Plans.

9. **ELECTRICAL PLANS.** CITY has approved a certain set of electrical plans, prepared by the Electric Division of the Public Works & Utilities Department of CITY, specifying the plans and specifications for the Public Improvements relating to the provision of electrical service to the District by the municipal electric distribution system of CITY, which are attached hereto as **Exhibit 1** (“Electrical Plans”). The Electrical Plans are hereby incorporated by reference as if fully set forth herein. DEVELOPER shall not engage in any activity in that would interfere, obstruct, or change any Public Improvement as shown on the Electrical Plans.

10. **EROSION CONTROL.** The Parties agree that any erosion control in support of the District shall be conducted as set forth in this paragraph.

- a. **OBTAINING PLAN & PERMIT.** Prior to the commencement of construction of any Public Improvements or Private Improvements, DEVELOPER shall: (a) obtain approval from the Kansas Department of Health and Environment (“KDHE”) for Stormwater Pollution Prevention Plan (“SWP2 Plan”); and (b) obtain an authorization to discharge stormwater runoff from KDHE pursuant to an approved Notice of Intent for Authorization to Discharge Stormwater Runoff from Construction Activities under the Kansas Water Pollution Control and National Pollutant Discharge Elimination System Stormwater Runoff from Construction Activities General Permit (“Authorization to Discharge”). In addition thereto, DEVELOPER shall ensure that the waterline work for the District is included within the scope of the “larger common plan of development” for the Authorization to Discharge.
- b. **MAINTAINING PLAN & PERMIT.** DEVELOPER shall ensure that the SWP2 Plan and the Authorization to Discharge that are issued to DEVELOPER pursuant to Subparagraph (a) of this paragraph remain active and valid prior to and during construction of the Public Improvements and Private Improvements. DEVELOPER shall amend the SWP2 Plan as necessary to comply with any requirements of KDHE prior to and during construction of any Public Improvements or Private Improvements.
- c. **IMPLEMENTING PLAN & PERMIT.** Prior to and during construction of the Public Improvements and Private Improvements, DEVELOPER shall comply with any and all provisions, conditions, requirements, limits, and certifications related to the Kansas Water Pollution Control and National Pollutant Discharge Elimination System Stormwater Runoff from Construction Activities General Permit, the SWP2 Plan, the Authorization to Discharge, and any other requirements of the KDHE, including, but not limited to, implementing and maintaining any Best Management Practices (“BMP’s”) on or along any areas of the District, except as may be made the

responsibility of CITY pursuant to Subparagraph vii of Paragraph 14, Public Improvements, herein. DEVELOPER shall be responsible for any repairs to the erosion control measures, pursuant to the SWP2 Plan, that are put in place by DEVELOPER and that are necessary for the installation of any Public Improvements or Private Improvements.

11. **ACQUISITION OF PROPERTY INTERESTS AND PERMITS.** DEVELOPER shall be responsible for acquiring property interests and permits for the location or construction of the Public Improvements and Private Improvements as set forth in this paragraph.

- a. **ACQUISITION OF EASEMENTS.** DEVELOPER shall be responsible for acquiring, at its sole cost and expense, any right-of-way, easement, or other property interest that is required by CITY for the location or construction of any Public Improvement or Private Improvement. The costs of any such acquisition shall be subject to reimbursement as Project Costs. CITY shall provide reasonable cooperation and assistance to DEVELOPER in order to support DEVELOPER in acquiring any such property interests.
- b. **PERMITS.** DEVELOPER shall be responsible for acquiring, at its sole cost and expense, any permit that is required by CITY for the construction of any Public Improvement or Private Improvement. The costs of any such permit shall be subject to reimbursement as Project Costs. CITY shall provide reasonable cooperation and assistance to DEVELOPER in order to support DEVELOPER in acquiring any such permit and CITY shall not unreasonably withhold the granting of any such permit.

12. **INSURANCE.** The Parties acknowledge and agree that DEVELOPER shall, at its own cost, secure, file, and maintain insurance coverage in relation to Public Improvements and Private Improvements as set forth in this Paragraph.

- a. **COVERAGE REQUIREMENTS.** The insurance coverage required of DEVELOPER shall be as follows and shall herein be collectively referred to as “Insurance Coverage”:
  - i. **BUILDER’S RISK INSURANCE.** DEVELOPER shall secure and file with the City Clerk, or any designee thereof a certificate of insurance providing for builder’s risk insurance coverage. Any such insurance shall be in builder’s risk completed value form, including coverage available on the so-called “all-risk” non-reporting form of policy, for an amount equal to one hundred percent (100%) of the insurable replacement value of the Public Improvements and Private Improvements as of the date of completion. Any such insurance shall contain an agreement for the insurer to give not less than thirty (30) days advance written notice to CITY in the event of cancellation of such policy or change affecting the coverage thereunder. Any such insurance shall be written by a company that is licensed to provide insurance in the State of Kansas, is in good standing with the Kansas Insurance Department, is rated with a Financial Strength Rating of not less than A- according to the most current version of “Best’s Insurance Reports” published by A.M. Best Company, Inc., and is otherwise acceptable to the City. Any such insurance shall name the City as an additional insured.
  - ii. **COMPREHENSIVE GENERAL LIABILITY INSURANCE.** DEVELOPER shall secure and file with the City Clerk, or any designee thereof a certificate of insurance providing for comprehensive general liability insurance coverage, together with an owner’s contractor’s policy, including contractual liability insurance, bodily injury, and

property damage insurance coverage, in an amount not less \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate. Any such insurance shall cover all operations of DEVELOPER and any of its contractors and subcontractors performing the work in relation to the Public Improvements and Private Improvements, including, but not limited to, any completed operations. The coverage limits of any such insurance may be met by securing and filing an umbrella/excess liability insurance policy. Any such insurance shall be written by a company that is licensed to provide insurance in the State of Kansas, is in good standing with the Kansas Insurance Department, is rated with a Financial Strength Rating of not less than A- according to the most current version of “Best’s Insurance Reports” published by A.M. Best Company, Inc., and is otherwise acceptable to the City. Any such insurance shall name the City as an additional insured.

- iii. **WORKERS COMPENSATION INSURANCE.** DEVELOPER shall secure and file with the City Clerk, or any designee thereof a certificate of insurance providing for workers compensation coverage for each and every employee of DEVELOPER and any of its contractors who perform work in relation to the Public Improvements and Private Improvements. The policy for any such insurance coverage shall be in accordance with the laws of the State of Kansas.
- b. **DURATION OF COVERAGE.** DEVELOPER shall maintain the Insurance Coverage in full force and effect for the duration of the construction of the Public Improvements and Private Improvements. DEVELOPER shall ensure that the Insurance Coverage continues to comply with all provisions of this paragraph for the duration of the construction of the Public Improvements and Private Improvements.
- c. **CONTROLLING TERMS AND CONDITIONS.** The Insurance Coverage shall be subject to the approval of CITY, in its sole discretion, and CITY may require any additional terms and conditions that it deems necessary to protect its interests and may require the removal of any terms or conditions that it deems against its interests.
- d. **PERIODIC PROOF OF PREMIUM PAYMENTS.** At the request of CITY, DEVELOPER shall furnish CITY with proof of payment of any premiums for the Insurance Coverage.
- e. **CONTRACTOR PURCHASED INSURANCE.** DEVELOPER may satisfy the Insurance Coverage by filing a certificate of insurance that has been secured by one of its contractors, but only upon the condition that any such insurance complies with each and every applicable provision of this paragraph. Notwithstanding the foregoing, the Insurance Coverage secured by a contractor of DEVELOPER pursuant to this subparagraph shall only be required to be maintained for the duration of such contractor’s work on the Public Improvements or Private Improvements, as the case may be, and, in the event that such contractor’s work is completed prior to completion of such work, DEVELOPER shall secure and file Insurance Coverage that is effective as of the date that the contractor’s insurance is terminated.
- f. **REIMBURSEMENT AS PROJECT COSTS.** The costs of any the Insurance Coverage shall be subject to reimbursement as Project Costs, except for any amounts paid by a contractor as set forth in Subparagraph (e) of this paragraph.

13. **SUBDIVISION REGULATIONS NOT AFFECTED.** The provisions of the Subdivision Regulations shall remain in effect and shall apply to the District, notwithstanding this Agreement, unless any such provision is expressly amended, changed, deleted, added to, or supplemented by this Agreement. DEVELOPER shall comply with the Subdivision Regulations, subject to any such amendment, change, deletion, addition, or supplementation. Nothing in this Agreement shall be construed to in any way limit, bar, or waive any right, authority, or ability of CITY to enforce any provision of the Subdivision Regulations that is not expressly amended, changed, deleted, added to, or supplemented in this Agreement.

14. **PUBLIC IMPROVEMENTS.** This paragraph shall govern the public infrastructure improvements that are intended to support the Housing Facilities and that are subject to being owned, operated, and maintained by CITY upon its acceptance for purposes of title and maintenance pursuant to Paragraph 21, Acceptance of Construction, herein. Any such public infrastructure improvements shall be collectively referred to herein as “Public Improvements” or “Public Improvement”. Nothing in this paragraph shall be construed to limit, waive, or the application of any other provision of this Agreement unless such limitation is expressly stated in this paragraph. Failure of DEVELOPER to comply any provision of this paragraph shall constitute a breach of this Agreement and, in addition to any other remedies, shall authorize CITY to issue a stop work order for any work in violation thereof and to cease the use or operation of any infrastructure in violation.

a. **SPECIFIC PUBLIC IMPROVEMENTS.** Each of the following infrastructure improvements shall constitute Public Improvements:

i. **SANITARY SEWER.**

A. **INFRASTRUCTURE.** DEVELOPER shall install all eight-inch (8”) sewer mains required by the Infrastructure Plans, together with any appurtenance or ancillary component related thereto. In addition thereto, DEVELOPER shall install all service lines required by the Infrastructure Plans, which run from the sewer main to the boundary line of each lot or parcel of land within the District that is to be connected to the municipal sanitary sewer collection system of CITY. Any such infrastructure shall be installed at the locations designated in the Infrastructure Plans.

B. **ADDITIONAL REQUIREMENTS OR SPECIFICATIONS.** Any such infrastructure shall comply with any additional requirements or specifications of the City Engineer, the Director of Public Works & Utilities of CITY, and the KDHE. Any such infrastructure shall comply with Appendix A – SS-1 Standard Wastewater Specifications of the General Improvements Handbook of CITY, as the same is in effect as of the Effective Date of this Agreement. DEVELOPER shall conduct mandrel testing on the sewer mains as required by CITY. Upon the completion of such testing, CITY will conduct a CCTV sewer inspection of the sewer mains to ensure proper installation. DEVELOPER shall remove any debris and make any necessary repairs to sewer mains that are identified by CITY following the conclusion of the CCTV sewer inspection.

C. **PAYMENT REQUIRED.** DEVELOPER shall pay the tap fees for sanitary sewer at the time that building permits are issued for construction of the Housing Facilities.

ii. **WATER.**

- A. **INFRASTRUCTURE.** DEVELOPER shall install eight-inch (8”) water mains, including any looping, required by the Infrastructure Plans, together with any appurtenance or ancillary component related thereto. Any such infrastructure shall be installed at the locations designated in the Infrastructure Plans.
- B. **ADDITIONAL REQUIREMENTS OR SPECIFICATIONS.** Any such infrastructure shall meet any additional requirements or specifications of the City Engineer, the Director of Public Works & Utilities of CITY, and the KDHE. If necessary, CITY shall be responsible for any cost differential in regards to the water mains. Any such infrastructure shall comply with Appendix A – W-1 Standard Water Specifications of the General Improvements Handbook of CITY, as the same is in effect as of the Effective Date of this Agreement.
- C. **PAYMENT REQUIRED.** DEVELOPER shall pay the tap fees for water at the time that building permits are issued for construction of the Housing Facilities.

iii. **ELECTRIC.**

- A. **INFRASTRUCTURE.** CITY shall install any infrastructure and equipment, together with any appurtenance or ancillary component related thereto, that is required to expand the municipal electric distribution system of CITY to the District pursuant to the Electrical Plans. CITY shall have no obligation to install such infrastructure until such time that DEVELOPER submits a certification that the District is within six-inches (6”) of the final grade. DEVELOPER shall furnish and install any underground conduit for any service line that is required by the Electrical Plans, but only for those portions running from the power source of CITY to any structures within the District. The size of any such conduit shall be determined in the sole discretion of the Director of Public Works & Utilities of CITY, or any designee thereof. CITY shall provide all wire for any service line that is required by the Electrical Plans and, further, shall install any such service lines from the power source of CITY to any structures within the District. In the event that DEVELOPER desires temporary power for construction activities, DEVELOPER shall be responsible for setting all temporary pedestals and to provide any wiring necessary to connect to the power source of CITY and, as such, CITY shall have no obligation to provide any of the same. Any such infrastructure shall be installed at the locations designated in the Electrical Plans.
- B. **ADDITIONAL REQUIREMENTS OR SPECIFICATIONS.** DEVELOPER shall be responsible for the mounting of any meter sockets to any structures within the District. CITY shall provide the necessary meter sockets to DEVELOPER after the electrical permit has been issued by the Neighborhood & Development Services department of CITY.
- C. **PAYMENT REQUIRED.** The estimated cost of such infrastructure shall be \$359,816.19. DEVELOPER shall pay this amount, in total, at the time that the first building permit is issued for construction of the Housing Facilities. In the event that the actual cost of such infrastructure exceeds the amount paid by DEVELOPER as an advance payment of estimated cost, DEVELOPER shall

pay CITY for the difference in such cost. In the event that the actual cost of such infrastructure is less than the amount paid by DEVELOPER as an advance payment of estimated cost, CITY shall refund DEVELOPER for the difference in such cost.

iv. **STREET LIGHTS.**

- A. **INFRASTRUCTURE.** CITY shall install eight (8) street lights, together with any appurtenance or ancillary component related thereto. Any such infrastructure shall be installed at the locations designated in the Infrastructure Plans, in the Electrical Plans, or by the Director of Public Works & Utilities of CITY, or any designee thereof.
- B. **ADDITIONAL REQUIREMENTS OR SPECIFICATIONS.** From the time of installation of the street lights to the time that the Public Improvements are accepted for purposes of title and maintenance pursuant to Paragraph 21, Acceptance of Construction, herein, DEVELOPER shall pay to CITY the cost to replace any street light that is in need of replacement due to any damage or theft. From and after the time that the Public Improvements are accepted for purposes of title and maintenance pursuant to Paragraph 21, Acceptance of Construction, herein, CITY shall be responsible for the replacement of any street lights that are in need of replacement due to any damage or theft.
- C. **PAYMENT REQUIRED.** The estimated cost of such infrastructure shall be \$19,645.76. DEVELOPER shall pay this amount, in total, at the time that a permit is issued for construction.

v. **SIDEWALKS.**

- A. **INFRASTRUCTURE.** DEVELOPER shall construct, as required by CITY, any and all of the following pedestrian infrastructure that is required by the Subdivision Regulations or otherwise required by the City Engineer: (a) sidewalk ramps and landings; (b) sidewalks not located along platted streets; (c) sidewalks located along platted streets; and (d) sidewalks located along all platted tracts.
- B. **ADDITIONAL REQUIREMENTS OR SPECIFICATIONS.** Any such infrastructure shall comply with Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way of the United States Access Board, as the same is in effect as of the Effective Date of this Agreement unless application of the current version is required by law. DEVELOPER shall construct any such sidewalks, ramp, and landings prior to the time that the Public Improvements are accepted for purposes of title and maintenance pursuant to Paragraph 21, Acceptance of Construction, herein. Notwithstanding the foregoing, DEVELOPER shall have the option to construct the sidewalks located along platted streets as a condition of any building permit issued for construction of the Housing Facilities.
- C. **PAYMENT REQUIRED.** [THIS SUBPARAGRAPH HAS BEEN INTENTIONALLY LEFT BLANK]

vi. **STREET SIGNS.**

- A. **INFRASTRUCTURE.** CITY shall order and install street name signs for the public streets within the District.
- B. **ADDITIONAL REQUIREMENTS OR SPECIFICATIONS.** From the time of installation of the street signs to the time that the one-year maintenance period of the maintenance bond has expired, DEVELOPER shall pay to CITY the cost to replace any street sign that is in need of replacement due to any damage or theft. From and after the time that the one-year maintenance period of the maintenance bond has expired, CITY shall be responsible for the replacement of any street signs that are in need of replacement due to any damage or theft.
- C. **PAYMENT REQUIRED.** The estimated cost of such infrastructure shall be \$1,400.00, which is calculated at \$280.00 per installation. DEVELOPER shall this amount, in total, at the time that a permit is issued for construction.

vii. **STORM WATER DRAINAGE & EROSION CONTROL.**

- A. **INFRASTRUCTURE.** DEVELOPER shall construct, reconstruct, and install any stormwater drainage and erosion control infrastructure and improvements required by: (1) Paragraph 10, Erosion Control, herein; (2) the Erosion and Sediment Control Guidelines and Specifications pursuant to Chapter 38, Article VI of the Code, including, but not limited to, the Erosion & Sediment Control Manual, as adopted and incorporated by reference in Code Section 38-160; and (3) the Post Construction Stormwater Guidelines and Specifications pursuant to Chapter 38, Article VII of the Code, including, but not limited to, the Post-Construction Stormwater Manual, as adopted and incorporated by reference in Code Section 38-190. Any such infrastructure improvements shall be considered as Public Improvements only to the extent that CITY expressly agrees to maintain such infrastructure improvements.
- B. **ADDITIONAL REQUIREMENTS OR SPECIFICATIONS.** Any such infrastructure shall comply with: (1) any and all provisions, conditions, requirements, limits, and certifications related to the Kansas Water Pollution Control and National Pollutant Discharge Elimination System Stormwater Runoff from Construction Activities General Permit; (2) the SWP2 Plan; (3) the Authorization to Discharge; (3) any other requirements of the KDHE, including, but not limited to, implementing and maintaining any BMP's on or along any areas of the District; (4) the Erosion and Sediment Control Guidelines and Specifications pursuant to Chapter 38, Article VI of the Code, including, but not limited to, the Erosion & Sediment Control Manual, as adopted and incorporated by reference in Code Section 38-160, as the same is in effect as of the Effective Date of this Agreement; and (5) the Post Construction Stormwater Guidelines and Specifications pursuant to Chapter 38, Article VII of the Code, including, but not limited to, the Post-Construction Stormwater Manual, as adopted and incorporated by reference in Code Section 38-190, as the same is in effect as of the Effective Date of this Agreement.
- C. **PAYMENT REQUIRED.** [THIS SUBPARAGRAPH HAS BEEN INTENTIONALLY LEFT BLANK]

viii. **PARKS, OPEN SPACE, AND RECREATION AREAS.**

- A. **INFRASTRUCTURE.** [THIS SUBPARAGRAPH HAS BEEN INTENTIONALLY LEFT BLANK]
- B. **ADDITIONAL REQUIREMENTS OR SPECIFICATIONS.** [THIS SUBPARAGRAPH HAS BEEN INTENTIONALLY LEFT BLANK]
- C. **PAYMENT REQUIRED.** [THIS SUBPARAGRAPH HAS BEEN INTENTIONALLY LEFT BLANK]

ix. **NORTH 3<sup>RD</sup> STREET.**

- A. **INFRASTRUCTURE.** DEVELOPER shall reconstruct a portion of North 3<sup>rd</sup> Street pursuant to the Infrastructure Plans.
- B. **ADDITIONAL REQUIREMENTS OR SPECIFICATIONS.** [THIS SUBPARAGRAPH HAS BEEN INTENTIONALLY LEFT BLANK]
- C. **PAYMENT REQUIRED.** [THIS SUBPARAGRAPH HAS BEEN INTENTIONALLY LEFT BLANK]

- b. **CATCH-ALL.** DEVELOPER shall construct, reconstruct, or install any additional or different infrastructure improvements, together with any equipment, appurtenance, or ancillary component, that is not otherwise specified in this paragraph, that will be subject to being owned, operated, and maintained by CITY upon its acceptance for purposes of title and maintenance pursuant to Paragraph 21, Acceptance of Construction, herein, and that is: (1) intended to be used for the use and enjoyment of the general public; (2) required by CITY pursuant to the Subdivision Regulations; (3) required by CITY to accomplish the purpose of the Infrastructure Plans; or (4) required by CITY to provide for the extension or operation of any CITY operated utility or utilities to or within the District, including, but not limited to, electric, water, sanitary sewer, and storm sewer.
- c. **USE OF CONTRACTORS.** DEVELOPER may hire one or more licensed contractors to undertake the construction, reconstruction, or installation of any Public Improvement that DEVELOPER is required to construct, reconstruct, or install pursuant to this paragraph and, in such event, DEVELOPER shall ensure that any such contractor complies with the provisions of this Agreement.
- d. **COSTS.** The costs associated with the construction of the Public Improvements, including, but not limited to, any costs or fees expressly set forth by this paragraph, shall be the sole cost and expense of DEVELOPER unless otherwise stated in this paragraph. Any such costs shall be subject to reimbursement as Project Costs.
- e. **CONSTRUCTION COMPLIANCE.** The Public Improvements shall comply with and shall be constructed in compliance with: (i) the Infrastructure Plans; (ii) the General Improvements Handbook of CITY, including all appendices, as the same is in effect as of the Effective Date of this Agreement; (iii) any applicable provisions of any ordinance, law, regulation, rule, or policy of any local, state, or federal government, or agency thereof, as the same is in effect as of the Effective Date of this Agreement, including, but not limited to, the Code, unless application of the current version is required by law; and (iv) any additional requirements or specifications respectively set forth in this

paragraph for any particular Public Improvement. Any Public Infrastructure constructed, reconstructed, or installed by DEVELOPER or one of its contractors shall be constructed, reconstructed, or installed in a good and workmanlike manner.

15. **PRIVATE IMPROVEMENTS.** This paragraph shall govern the private infrastructure improvements that are intended to support the Housing Facilities, are not subject to being owned, operated, and maintained by CITY upon its acceptance for purposes of title and maintenance pursuant to Paragraph 21, Acceptance of Construction, herein, and are not designated as Public Improvements pursuant to Paragraph 14, Public Improvements, herein. Any such private infrastructure improvements shall be collectively referred to herein as “Private Improvements” or “Private Improvement”. Nothing in this paragraph shall be construed to limit, waive, or the application of any other provision of this Agreement unless such limitation is expressly stated in this paragraph. Failure of DEVELOPER to comply any provision of this paragraph shall constitute a breach of this Agreement and, in addition to any other remedies, shall authorize CITY to issue a stop work order for any work in violation thereof and to cease the use or operation of any infrastructure in violation.

- a. **SPECIFIC PRIVATE IMPROVEMENTS.** Each of the following infrastructure improvements shall constitute Private Improvements:
  - i. **PARKS.** DEVELOPER shall have the option to install one or more parks within the District.
  - ii. **GREEN SPACES.** DEVELOPER shall have the option to install one or more green spaces within the District.
- b. **USE OF CONTRACTORS.** DEVELOPER may hire one or more licensed contractors to undertake the construction, reconstruction, or installation of any Private Improvement that DEVELOPER is required to construct, reconstruct, or install pursuant to this paragraph and, in such event, DEVELOPER shall ensure that any such contractor complies with the provisions of this Agreement.
- c. **COSTS.** The costs associated with the construction of the Private Improvements, including, but not limited to, any costs or fees expressly set forth by this paragraph, shall be the sole cost and expense of DEVELOPER unless otherwise stated in this paragraph. Any such costs shall be subject to reimbursement as Project Costs.
- d. **CONSTRUCTION COMPLIANCE.** The Private Improvements shall comply with and shall be constructed in compliance with: (i) the Infrastructure Plans; (ii) the General Improvements Handbook of CITY, including all appendices, as the same is in effect as of the Effective Date of this Agreement; (iii) any applicable provisions of any ordinance, law, regulation, rule, or policy of any local, state, or federal government, or agency thereof, as the same is in effect as of the Effective Date of this Agreement, including, but not limited to, the Code, unless application of the current version is required by law; and (iv) any additional requirements or specifications respectively set forth in this paragraph for any particular Private Improvement. Any Private Infrastructure constructed, reconstructed, or installed by DEVELOPER or one of its contractors shall be constructed, reconstructed, or installed in a good and workmanlike manner.

16. **HOUSING FACILITIES.** DEVELOPER shall construct or have constructed on its behalf the following housing facilities, which shall be collectively referred to herein as “Housing Facilities” or individually as “Housing Facility”:

- a. Ten (10) fourplex buildings within the District that are made up of twenty (20) two-bedroom living units and twenty (20) three-bedroom living units, for a total of forty (40) living units altogether; and
- b. Two (2) duplex buildings within the District that are made up of two (2) two-bedroom living units and two (2) three-bedroom living units, for a total of four (4) living units altogether.

17. **COMMENCEMENT OF CONSTRUCTION.** DEVELOPER shall not commence construction of any Public Improvement or Private Improvement until: (a) the issuance of a building permit to DEVELOPER for the construction of each Public Improvement or Private Improvement to be commenced; (b) DEVELOPER complies with the provisions of Subparagraph (a) of Paragraph 10, Erosion Control, herein; and (c) the happening of each and every condition set forth in Section 70-2:7.140.B of the Subdivision Regulations, except as follows:

- a. **EXCEPTION.** Notwithstanding the requirement for DEVELOPER to meet each and every condition set forth in Section 70-2:7.140.B of the Subdivision Regulations prior to commencing construction of any Public Improvement or Private Improvement, DEVELOPER shall be authorized to commence land grading at any time, but only upon the condition that DEVELOPER has been granted any necessary permits and attends any pre-construction meeting that may be required by the CITY in relation to land grading. This exception is granted pursuant to the authority set forth in Section 70-2:7.140.C of the Subdivision Regulations.

18. **CONSTRUCTION SCHEDULE.** The Parties agree that the commencement and completion of construction of the Public Improvements, Private Improvements, and Housing Facilities shall be governed by this Paragraph.

- a. **COMMENCEMENT OF LAND GRADING.** DEVELOPER shall commence the land grading required for the Public Improvements, Private Improvements, and Housing Facilities not more than one (1) year after the date that the RHID Ordinance is passed by the Governing Body. The failure of DEVELOPER to commence land grading within the timeframe specified in this subparagraph, without an approved extension, shall constitute a breach of this Agreement.
  - i. **ADMINISTRATIVE EXTENSION.** DEVELOPER may make a request for an administrative extension of the timeframe specified in Subparagraph (a) of this paragraph, Construction Schedule – Commencement of Land Grading, herein. Any request for such administrative extension shall be submitted in writing to the Neighborhood & Development Services department of CITY. The request for any such administrative extension shall be subject to the concurrent approval of the Director of Neighborhood & Development Services and the Director of Public Works & Utilities of the CITY, subject to the following limitations: (i) no such administrative extension shall be granted if any administrative extension has been previously granted pursuant to this subparagraph; and (ii) no such administrative extension shall grant an extension for a period of more than six (6) months from the date of the original timeframe specified in Subparagraph (a) of this paragraph, Construction Schedule – Commencement of Land Grading, herein. The failure of DEVELOPER to substantially complete all land grading within the timeframe of any approved extension, without further approved extension, shall constitute a breach of this Agreement.

- b. **SUBSTANTIAL COMPLETION OF INFRASTRUCTURE IMPROVEMENTS.** DEVELOPER shall substantially complete all Public Improvements and Private Improvements not more than one (1) year after the commencement of land grading pursuant to Subparagraph (a) of this paragraph, Construction Schedule – Commencement of Land Grading, herein, subject to the availability of equipment and materials, except for the improvement of North 3<sup>rd</sup> Street. The failure of DEVELOPER to substantially complete all Public Improvements and Private Improvements, except for the improvement of North 3<sup>rd</sup> Street, within the timeframe specified in this subparagraph shall constitute a breach of this Agreement. DEVELOPER shall substantially complete the improvement of North 3<sup>rd</sup> Street within two (2) months after traffic is first Obstructed by construction activities related to such improvement and the failure of DEVELOPER to substantially complete the same within such timeframe shall constitute a breach of this Agreement. For purposes of the preceding sentence, the term “Obstructed” shall have the meaning specifically ascribed to it Standard Specifications for State Road and Bridge Construction of the Kansas Department of Transportation.
- i. **ADMINISTRATIVE EXTENSION.** DEVELOPER may make a request for an administrative extension of either timeframe specified in Subparagraph (b) of this paragraph, Construction Schedule – Substantial Completion of Infrastructure Improvements, herein. Any request for such administrative extension shall be submitted in writing to the Neighborhood & Development Services department of CITY. The request for any such administrative extension shall be subject to the concurrent approval of the Director of Neighborhood & Development Services and the Director of Public Works & Utilities of CITY, subject to the following limitations: (i) no such administrative extension shall be granted if any administrative extension has been previously granted pursuant to this subparagraph; and (ii) no such administrative extension shall grant an extension for a period of more than six (6) months from the date of the original timeframe specified in Subparagraph (b) of this paragraph, Construction Schedule – Substantial Completion of Infrastructure Improvements, herein. The failure of DEVELOPER to substantially complete all Public Improvements and Private Improvements within the timeframe of any approved extension, without further approved extension, shall constitute a breach of this Agreement.
- c. **FURTHER EXTENSIONS.** Any further extensions of any timeframes specified in Subparagraphs (a) or (b) of this paragraph, Construction Schedule – Commencement of Land Grading or Construction Schedule – Substantial Completion of Infrastructure Improvements, respectively, herein, beyond any administrative extension set forth therein, shall be made to and subject to the approval of the Governing Body. The failure of DEVELOPER to comply with any such extension approved by the Governing Body shall constitute a breach of this Agreement, regardless of whether the terms of any such extension state that noncompliance constitutes a breach.
- d. **DILIGENT CONSTRUCTION.** DEVELOPER shall promptly, diligently, and continuously pursue construction of the Public Improvements, Private Improvements, and Housing Facilities to full completion, subject to the availability and delivery of equipment and materials. The failure of DEVELOPER to so promptly, diligently, or continuously pursue shall constitute a breach of this Agreement.
19. **CERTIFICATION OF SUBSTANTIAL COMPLETION.** Promptly after Substantial Completion of the Public Improvements, in accordance with the provisions of this Agreement, DEVELOPER will furnish CITY the Developer’s Certification of Substantial Completion form for CITY’s review, which is attached

hereto as **Exhibit 4** and is hereby incorporated by reference as if fully set forth herein (“Developer’s Certification of Substantial Completion”). CITY shall, within thirty (30) days following delivery of the Developer’s Certification of Substantial Completion, carry out such inspections as it deems necessary to verify reasonable satisfaction with, and the accuracy of, the certifications contained in each Developer’s Certification of Substantial Completion. The Developer’s Certification of Substantial Completion shall be deemed accepted by CITY unless, prior to the end of such thirty (30) day period after delivery to CITY of the Developer’s Certification of Substantial Completion, CITY furnishes DEVELOPER with specific written objections to the status of the Public Improvements, describing such objections and the measures required to correct such objections in reasonable detail. CITY’s acceptance of the Developer’s Certification of Substantial Completion shall in no way be construed as CITY’s acceptance for purposes of title and maintenance pursuant to Paragraph 21, Acceptance of Construction, herein.

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

21. **ACCEPTANCE OF CONSTRUCTION.** Director of Public Works & Utilities of CITY shall accept all Public Improvements for purposes of title and maintenance after the occurrence of each of the following events: (a) all Public Improvements have been constructed to full completion and in compliance with any specifications or requirements pursuant to Paragraph 14, Public Improvements, herein, as determined in the sole discretion of the Director of Public Works & Utilities of CITY; (b) the Infrastructure Improvements have passed all inspections and testing required by CITY pursuant to Paragraph 20, Inspections and Testing, herein; (c) DEVELOPER has provided and CITY has accepted a maintenance bond pursuant to Paragraph 24, Maintenance Bond, herein; and (d) all lots have been graded in accordance with the Infrastructure Plans. No such acceptance shall be effective unless memorialized in a writing signed by the Director of Public Works & Utilities of CITY. DEVELOPER acknowledges and agrees that, after such acceptance, all right, title, and interest in and to the Public Improvements shall remain that of CITY and that DEVELOPER shall have no right, title, or interest therein.

22. **CERTIFICATE OF OCCUPANCY.** CITY shall have no obligation to issue a certificate of occupancy for any Housing Facility or any other building or other structure within the District until all Public Improvements have been accepted pursuant to Paragraph 21, Acceptance of Construction, herein.

23. **PERFORMANCE BOND.** DEVELOPER shall, at its own cost, guarantee the completion of the Public Improvements, according to any specifications and requirements pursuant to Paragraph 14, Public Improvements, herein, by providing a corporate surety performance bond that: (a) names the City of Garden City, Kansas as the sole obligee; (b) names DEVELOPER as the principal; (c) does not name any contractor or subcontractor as the principal; (d) is issued by a firm, which is authorized to do business in Kansas and is listed as a certified company on the annual Circular 570 of the United States Department of Treasury; (e) covers the period of time until all Public Improvements have been constructed to full completion and have been constructed in accordance with any and all specifications and requirements pursuant to Paragraph 14, Public Improvements, herein; and (f) has a face value in an amount determined by and approved by the City Engineer in accordance with Subsection B of Section 70-2:7.150 of the Subdivision Regulations. In addition thereto, any such bond shall be subject to or otherwise comply with Subsection C of Section 70-2:7.150, Controlling Terms and Conditions, of the Subdivision Regulations. Notwithstanding the foregoing, DEVELOPER may elect to provide a bond alternative pursuant to Section 70-2:7.170 of the Subdivision Regulations, but only upon the condition that any such bond alternative complies with each provision included or referenced by this paragraph and with any applicable provision of the Subdivision Regulations.

24. **MAINTENANCE BOND.** DEVELOPER shall, at its own cost, guarantee the quality of the Public Improvements by providing a corporate surety maintenance bond that: (a) names the City of Garden City, Kansas as the sole obligee; (b) names DEVELOPER as the principal; (c) does not name any contractor or subcontractor as the principal; (d) is issued by a firm, which is authorized to do business in Kansas and is listed as a certified company on the annual Circular 570 of the United States Department of Treasury; (e) provides for the repair, replacement, or both the repair and replacement of all defects in the Public Improvements due to faulty materials and workmanship that appear within a maintenance period of at least one year from the date that all Public Improvements have been accepted for purposes of title and maintenance pursuant to Paragraph 21, Acceptance of Construction, herein; and (f) has a face value in an amount determined by and approved by the City Engineer in accordance with Subsection B of Section 70-2:7.160 of the Subdivision Regulations. In addition thereto, any such bond shall be subject to or otherwise comply with Subsections C and E of Section 70-2:7.160, Controlling Terms and Conditions and Dual Bond; Duty to Update Bond, respectively, of the Subdivision Regulations. Notwithstanding the foregoing, DEVELOPER may elect to provide a bond alternative pursuant to Section 70-2:7.170 of the Subdivision Regulations, but only upon the condition that any such bond alternative complies with each provision included or referenced by this paragraph and with any applicable provision of the Subdivision Regulations.

25. **PROJECT COSTS.** The Parties agree and acknowledge that any costs that are subject to reimbursement pursuant to this agreement shall be those costs that: (a) are incurred by the DEVELOPER; (b) are related to the Public Improvements or Private Improvements; (c) are included in the cost estimates set forth on **Exhibit 2**, which is attached hereto and is hereby incorporated by reference as if full set forth herein; (d) constitute eligible expenses pursuant to subsection (a) of K.S.A. 12-5249; and (e) are not used for the construction of buildings or other structures to be owned by or to be leased to any developer of a residential housing project within the District, except for buildings or other structures located in a central business district as approved by the Secretary of Commerce, as prohibited by subsection (b) of K.S.A. 12-5249. Any such costs shall be collectively referred to herein as “Project Costs”.

26. **FINANCING OF PUBLIC IMPROVEMENTS.** All costs of the Public Improvements and Private Improvements shall be paid in cash or financed by DEVELOPER, unless otherwise specified in this Agreement. Subject to the terms and conditions of this Agreement, including, but not limited to, Paragraph 28, Reimbursement & Cost Payment Process, herein, CITY agrees to pay to DEVELOPER, in reimbursement of all or a portion of the Project Costs, those amounts paid to CITY pursuant to subsection (b)(2)(A) of K.S.A. 12-5250 for this District. Any such payments shall continue until such time as the Project Costs have been fully reimbursed to DEVELOPER, but not to exceed **twenty-five (25) years** from the date of the establishment of the District as a Reinvestment Housing Incentive District.

27. **CREATION OF THE CITY PROJECT FUND.** The County Treasurer will allocate and pay to CITY any excess real property taxes produced by the District, pursuant to subsection (b)(2)(A) of K.S.A. 12-5250, in order to pay the Project Costs (“RHID Revenue”). CITY shall establish and maintain a separate fund and account known as the Hunters Glen Phase Three A Project Fund to receive funds from any RHID Revenue (“Project Fund”). Any RHID Revenue collected by CITY shall be deposited into the Project Fund. All disbursements from the Project Fund shall be made only to pay the Project Costs allowed under this Agreement. CITY shall have sole control of the disbursements from the Project Fund. Any surplus amounts of RHID Revenue, after all Project Costs have been reimbursed, shall be used as determined by CITY for any purpose authorized by the Reinvestment Housing Incentive District Act and the laws of the State of Kansas.

28. **REIMBURSEMENT & COST PAYMENT PROCESS.**

- a. **REIMBURSEMENT CAP.** DEVELOPER's reimbursement for the District shall be limited to the costs outlined in **Exhibit 2** and not to exceed **\$2,765,025.69.**
- b. **REIMBURSEMENT REQUESTS.** All requests for reimbursement or payment of Project Costs by DEVELOPER from the City Project Fund, as set forth in Paragraph 27, **Creation of the City Project Fund,** herein shall be made on a Developer's Certification of Project Costs form, which is attached hereto as **Exhibit 3** in two (2) pages and is hereby incorporated by reference as if fully set forth herein ("Developer's Certification of Project Costs"). In lieu of any such Developer's Certification of Project Costs attached as **Exhibit 3**, the City may require DEVELOPER to use any different or additional form to certify Project Costs and any such form shall have the same force and effect as any Developer's Certification of Project Costs attached as **Exhibit 3**. Any Developer's Certification of Project Costs shall be signed by DEVELOPER or its authorized representative. DEVELOPER shall provide itemized invoices, receipts, any lien waivers from vendors, contractors or subcontractors, or other information reasonably requested by CITY to confirm that such costs were incurred, and are Project Costs which, together with previous requests for payments, do not exceed the budgeted amount for the applicable work as shown on **Exhibit 2**. DEVELOPER may submit electronic documentation, provided that original documents are also delivered to the City by mail or delivery. Any Developer's Certification of Project Costs may be submitted not more frequently than once per month and shall be submitted annually by the 15th of January for any Project Costs that occurred in that particular year. The payment of Project Costs shall occur upon tax distributions from Finney County Treasurer.
- c. **LIMITATIONS.** CITY shall have no liability or responsibility to pay DEVELOPER any amount: (1) that is greater than the amounts received by CITY from the Finney County Treasurer pursuant to subsection (b)(2)(A) of K.S.A. 12-5250; (2) that is not received by CITY from the Finney County Treasurer pursuant to subsection (b)(2)(A) of K.S.A. 12-5250; or (3) that is not requested in accordance with this paragraph. DEVELOPER shall not receive reimbursement for any Project Cost that does not qualify as an eligible expense pursuant to the Reinvestment Housing Incentive District Act or, specifically, that is used for the construction of buildings or other structures to be owned by or to be leased to any developer pursuant to subsection (b) of K.S.A. 12-5349.
- d. **FURTHER INSPECTIONS AUTHORIZED.** CITY reserves the right to have the City Engineer or any other agents or employees of CITY inspect all work in respect of which a Developer's Certification of Project Costs is submitted, to examine the supporting documentation and others' records relating to all expenses related to the invoices to be paid to determine that: (1) the request constitutes Project Costs; (2) the expense was incurred; (3) no Developer Event of Default is outstanding, and no fact or circumstance exists which upon notice and the passage of time, would ripen into a Developer Event of Default; and (4) there is no fraud on the part of DEVELOPER. CITY may request and obtain from DEVELOPER and other parties such other information as is reasonably necessary for CITY to evaluate compliance with the terms of this Agreement.
- e. **APPROVAL PROCESS.** CITY shall have seven (7) business days after receipt of a Developers' Certification of Project Costs and all other documentation referred to above to review and respond by written notice to DEVELOPER indicating approval of said certification, disapproval of the certification, or documenting any deficiency in the

certification. If the submitted Developer's Certification of Project Costs and supporting documentation are acceptable, CITY shall approve any such certification and make, or cause to be made, direct payment of invoices or reimbursement of Project Costs paid by DEVELOPER from the City Project Fund, as set forth in Paragraph 27, Creation of the City Project Fund, herein. If CITY notifies DEVELOPER of any deficiency or of its disapproval of a Developer's Certification of Project Costs, DEVELOPER shall have the opportunity to cure any deficiency or demonstrate that no deficiency exists and respond in writing to CITY. CITY shall notify DEVELOPER within five (5) business days of the receipt of DEVELOPER's response of its acceptance of the response or of any remaining deficiency. If an outstanding deficiency remains, the CITY shall reimburse DEVELOPER for any approved Project Costs described in the certification, minus the disputed amount and the balance of the disputed amount shall carry forward until the deficiency is cured or otherwise resolved.

- f. **INSPECTION OF BOOKS AND RECORDS.** DEVELOPER agrees that, up to one (1) year after a Project Cost is submitted to CITY for reimbursement, with reasonable advance notice and during normal business hours, CITY shall have the right and authority to review, audit, and copy, from time to time, all DEVELOPER's books and records relating to such Project Cost, including, but not limited to, general contractor's sworn statements, general contracts, subcontracts, material purchase orders, waivers of lien, and paid receipts and invoices, which relate to such Project Cost.

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

30. **TERM AND TERMINATION.** This Agreement shall continue from the Effective Date and shall not be terminated by either party, except in the case of termination due to default pursuant to Paragraph 31, Default, herein or in the case of automatic termination as further set forth in this paragraph. Notwithstanding any of the foregoing provisions of this paragraph, the Parties may mutually agree to terminate this Agreement by written instrument signed by both Parties. Upon any termination of this Agreement pursuant to this paragraph, neither party shall have any further responsibility under this Agreement. Notwithstanding any of the foregoing provisions of this paragraph, the termination of this Agreement or any part thereof, by any means, shall not in any way terminate any provisions of this Agreement that, by their sense and context, are intended to survive the expiration or termination of this Agreement and any such provisions shall survive any such termination, including, but not limited to, the provisions of Paragraph 33, Indemnification; Delays, herein and each of its subparagraphs, unless any such provision is expressly stated in the written instrument signed by both Parties terminating this Agreement. This Agreement shall terminate automatically upon the occurrence of either one of the following events:

- a. **EXERCISE OF NULLIFICATION POWERS.** The passage and approval of a resolution pursuant to subsection (c) of K.S.A. 12-5246, which will render the RHID Ordinance null and void, by the Board of Education of Unified School District No. 457, Finney County, State of Kansas, a Kansas unified school district, or by the Board of County Commissioners of Finney County, Kansas, within thirty (30) days from the date of the public hearing set forth in the Public Hearing Resolution, determining that the District will have an adverse effect on such school district or county, respectively. The nullification of the RHID Ordinance pursuant subsection (c) of K.S.A. 12-5246 shall not constitute a default of this Agreement.
- b. **EXPIRATION OF THE DISTRICT.** The expiration of **twenty-five (25) years** from the date that the RHID Ordinance is passed by the Governing Body.

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

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

33. **INDEMNIFICATION; DELAYS.** DEVELOPER for itself and on behalf of its owners, shareholders, members, directors, officers, employees, contractors, agents, representatives, trustees, administrators, parents, affiliates, divisions, subsidiaries, related companies, predecessors, successors, and assigns (“Indemnitor”) shall indemnify, hold harmless, and defend CITY and any of its elected officials, employees, officers, directors, agents, contractors, and subcontractors (“Indemnitee”) from and against any and all costs and expenses, including, but not limited to, reasonable attorney fees and court costs, and all other amounts that any Indemnitee is or may become obligated to pay on account of any and all demands, claims, liabilities, or losses of any third party directly arising, alleged to have arisen out of, been related to, or in any way connected with the acts or omissions, including, but not limited to, any negligent or wrongful acts or omissions, of any Indemnitor in relation to this Agreement, including, but not limited to: (a) any breach of this Agreement by INDEMNITOR; (b) any inadequacy, inaccuracy, or other deficiency of any plans submitted by INDEMNITOR, including, but not limited to, its design professional; (c) any nonconformance of any plans submitted by INDEMNITOR, including, but not limited to, its design professional, with any applicable ordinance, law, or regulation or with any design criteria established thereby or by this Agreement; (d) any invalidity of any plans submitted by INDEMNITOR, including, but not limited to, its design professional, under any applicable ordinance, law, or regulation; (e) any delay or nonconformity in satisfying the provisions of Paragraph 10, **Erosion Control**, herein and each of its subparagraphs, including, but not limited to, delay or nonconformity relating to the SWP2 Plan or the Authorization to Discharge; and (f) any invalidity, unenforceability, illegality, or other deficiency relating to the SWP2 Plan or the Authorization to Discharge. Without limiting any of the foregoing, the provisions of this paragraph shall extend and apply to any delay, invalidity, unenforceability, illegality, or other deficiency that relates to the SWP2 Plan or the Authorization to Discharge and that is directly or indirectly caused by KDHE, any other agency of the State of Kansas, or any employee or agent thereof. The provisions of this paragraph shall apply regardless of whether such demands, claims, liabilities, or losses are for damages to property or for injury, illness, harm, or death of any person. The provisions of this paragraph shall survive any termination or expiration of this Agreement.

34. **FORCE MAJEURE.** Neither CITY nor DEVELOPER, nor any successor in interests, shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; act of terror; war, pandemic, epidemic, or other national or state declared health emergency; restrictive government regulations; lack of issuance of any permits and/or legal authorization by any governmental entity necessary for DEVELOPER to proceed with construction of the work in relation to the Public Improvements or Private Improvements or any portion thereof, shortage of delay in shipment of material or fuel; acts of God; unusually adverse weather or soil conditions; unforeseen



- d. **WAIVER.** The rights and remedies of CITY under this Agreement, as well as those provided by law, shall be cumulative, and none shall be exclusive of any other rights or remedies. A waiver by CITY of any breach or default of DEVELOPER shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default.
- e. **CUMULATIVE REMEDIES.** All rights and remedies provided in this Agreement, as well as those provided by law or equity, are cumulative and not exclusive of any other rights or remedies, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, by ordinance, by resolution, or otherwise.
- f. **MODIFICATIONS.** This Agreement shall not be modified, amended, or changed except by written agreement signed by each Party to this Agreement.
- g. **ASSIGNMENT.** The Parties acknowledge and agree that any assignments shall be governed by this Paragraph.
  - i. All or any part of the Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of DEVELOPER named herein or any successors in interest under this Agreement or any part hereof may be assigned at any time before, during or after completion of the Public Improvements and Private Improvements, whereupon the Party disposing of its interest in such property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although prior to Substantial Completion of the Public Improvements and Private Improvements to such Property so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement); provided, however, that the buyer, transferee, or assignee shall be financially solvent as demonstrated to CITY.
  - ii. Until Substantial Completion of the Public Improvements and Private Improvements have occurred, the obligations of DEVELOPER under this Agreement may not be assigned in whole or in part without the prior written approval of CITY, which approval shall not be unreasonably withheld, conditioned, or delayed upon a reasonable demonstration by DEVELOPER of the proposed assignee's experience and financial capability to undertake and complete all portions of the work with respect to the Public Improvements and Private Improvements, all in accordance with this Agreement. Notwithstanding the foregoing, DEVELOPER may be permitted to subcontract the construction of any portion of the Public Improvements or Private Improvements without the consent of CITY as long as DEVELOPER remains liable therefore hereunder. Notwithstanding anything herein to the contrary, CITY hereby approves, and no prior consent shall be required in connection with: (a) the right of DEVELOPER to encumber or collaterally assign its interest in the Property or any portion thereof or any interest in the Agreement to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Project Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment; (b) the right of DEVELOPER to assign DEVELOPER's rights, duties and obligations under the Agreement to a Related Party; or (c) the right of DEVELOPER to sell or lease individual portions of the Property in the ordinary course of the development of the Public Improvements, Private Improvements, or

Housing Facilities; provided that in each such event DEVELOPER named herein shall remain liable hereunder for the Substantial Completion of the Public Improvements and Private Improvements, and shall be released from such liability hereunder only upon Substantial Completion of the Public Improvements and Private Improvements.

- h. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties, their respective successors and permitted assigns.
- i. **COMPLETE UNDERSTANDING; PRIOR AGREEMENTS.** This Agreement represents the complete understanding between CITY and DEVELOPER as to the subject matter hereof. No inducements, representations, understandings, or agreements, whether oral or written, have been made or relied upon in the making of this Agreement, except those specifically set forth in this Agreement. This Agreement supersedes and terminates all prior written or oral negotiations, representations, warranties, statements, agreements, addendums to any agreements, and modifications to any agreements between CITY and DEVELOPER concerning the subject matter of this Agreement.
- j. **SEVERABILITY.** If one or more parts or provisions of this Agreement are found or held unenforceable, void, illegal, or in any way invalid, any such part or provision shall be deemed to be severable from this Agreement and shall in no way affect the validity of the remaining parts or provisions of this Agreement, including, but not limited to, the provisions of Paragraph 33, Indemnification; Delays, herein.
- j. **SURVIVABILITY.** Notwithstanding any termination or expiration of this Agreement, any provision that, by its sense and context, is intended to survive the termination or expiration of this Agreement shall survive any such termination or expiration, including, but not limited to, the provisions of Paragraph 33, Indemnification; Delays, herein.
- k. **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.

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

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

39. **RECORDATION.** Due to the voluminous nature of this Agreement and as an alternative to recording this Agreement in full, CITY shall file a notice of this Agreement with the Office of the Register of Deeds of Finney County, Kansas within thirty (30) days after its execution and shall make a copy of this Agreement available for inspection during normal business hours at:

**City of Garden City, Kansas  
Neighborhood & Development Services Department  
301 N. 8<sup>th</sup> Street  
Garden City, Kansas 67846**

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

**CITY OF GARDEN CITY, KANSAS**

\_\_\_\_\_  
Date

By \_\_\_\_\_  
MANUEL F. ORTIZ, Mayor

ATTEST:

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

**OIKOS DEVELOPMENT CORPORATION**

\_\_\_\_\_  
Date

By \_\_\_\_\_  
MICHAEL SNODGRASS, as President

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

RECORDING INFORMATION

---

**NOTICE**

PUBLIC NOTICE IS HEREBY GIVEN that the **CITY OF GARDEN CITY, KANSAS**, a Kansas municipal corporation, entered into a certain Development Agreement dated in its preamble as \_\_\_\_\_, 20\_\_\_ with **OIKOS DEVELOPMENT CORPORATION**, a Missouri nonprofit corporation, covering and upon the following described real property situated in FINNEY COUNTY, KANSAS:

**Hunters Glen – Phase Three A**, a subdivision to the City of Garden City, Finney County, Kansas, according to the recorded plat thereof.

THE DEVELOPMENT AGREEMENT was entered into pursuant the Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 et seq. and pursuant to Ordinance No. \_\_\_\_\_-20\_\_\_, which was passed and approved by the Governing Body on April 2, 2024.

THE FILING OF THIS NOTICE with the Office of the Register of Deeds of Finney County, Kansas is required due to the voluminous nature of the Development Agreement and is authorized by Paragraph 30 of the Development Agreement.

PLEASE TAKE NOTICE that a copy of the Development Agreement, together with any exhibits thereto, is available for public inspection and coping during normal business hours at the **City Administrative Center** in the offices of the **Neighborhood & Development Services** department, located at **301 North 8<sup>th</sup> Street, Garden City, Kansas 67846**.

EXECUTED AND ACKNOWLEDGED a within the State of Kansas on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, pursuant to K.S.A. 58-2211.

**CITY OF GARDEN CITY, KANSAS**

\_\_\_\_\_  
MANUEL F. ORTIZ, Mayor

ATTEST:

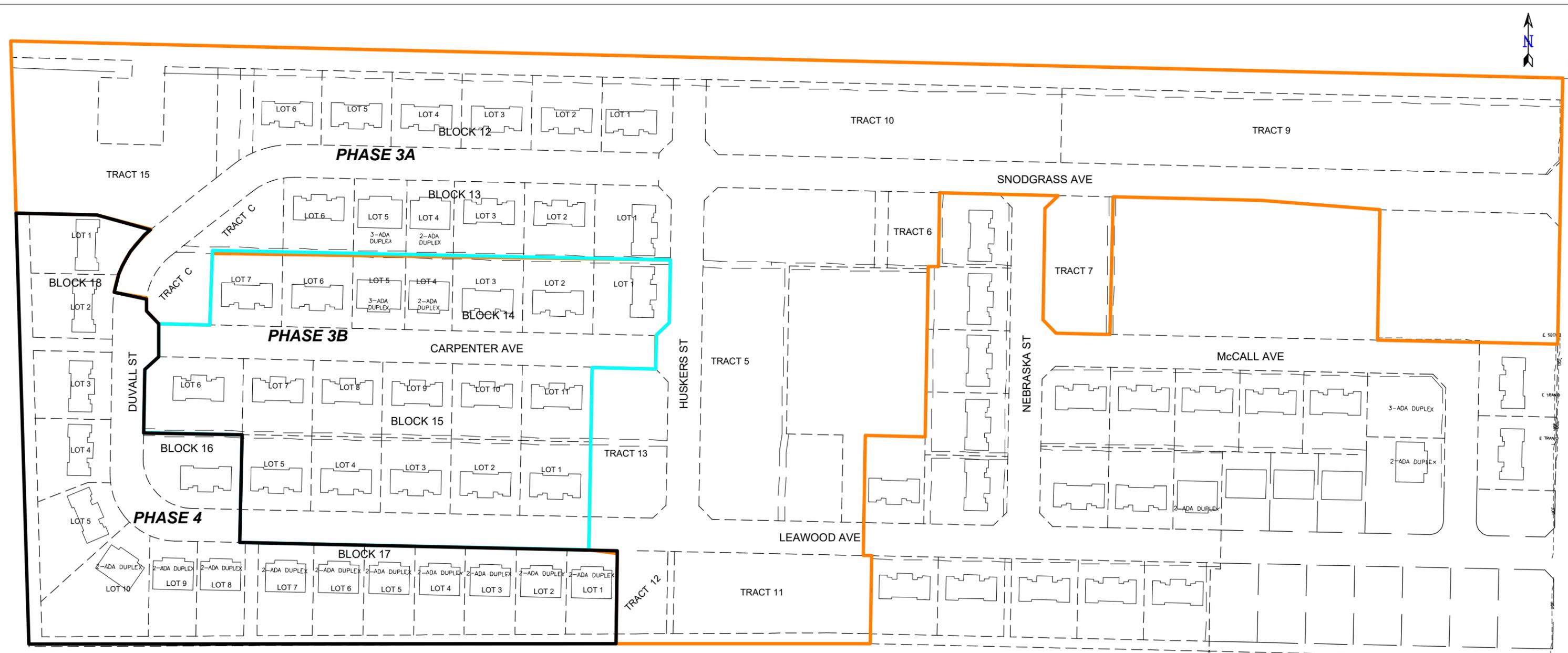
\_\_\_\_\_  
CELYN N. HURTADO, City Clerk  
KORI A. LONGORIA, Deputy City Clerk

**HUNTER GLEN PHASE 3A\_ 3B\_ 4  
GARDEN CITY, KANSAS  
ELECTRIC SERVICE DESIGN**



**INDEX OF DRAWINGS:**

- PAGE 01 PHASE BORDER
- PAGE 02 ELECTRIC INFRASTRUCTURE LAYOUT
- PAGE 03 PRIMARY URD
- PAGE 04 SECONDARY URD
- PAGE 05 PRIMARY URD WEST
- PAGE 06 SECONDARY URD WEST
- PAGE 07 PRIM/SEC URD EAST
- PAGE 08 3PH RISER
- PAGE 09 STREET LIGHT PLACEMENT STANDARD

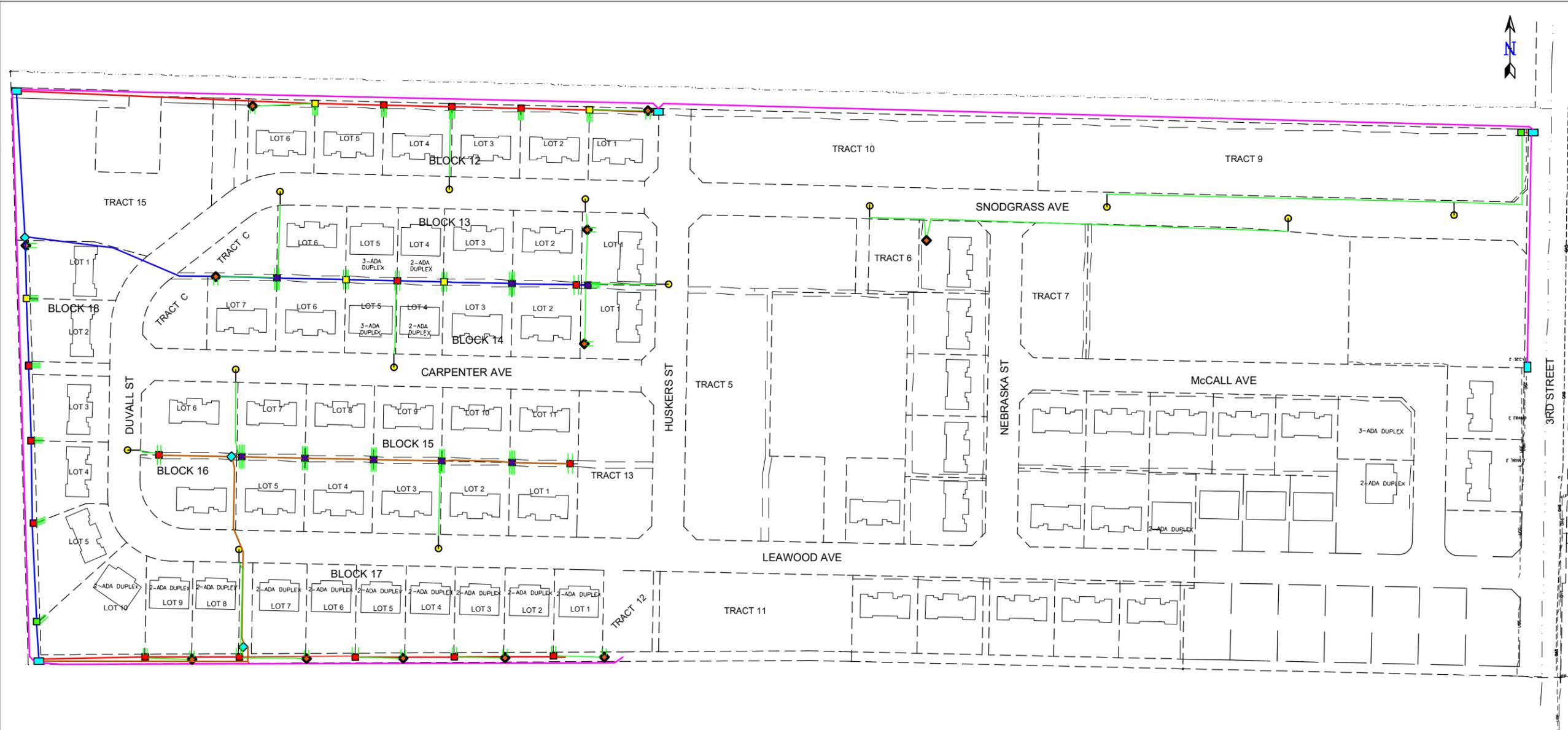


LEGENDS:

- ABC
- A
- B
- C

- 14 50KVA
- 2 25KVA
- 7 100KVA
- 5 75KVA
- 11 MED VAULT

- 3 LRG SECTIONALIZER
- 3 SM SECTIONALIZER
- 12 STREET LIGHT 101W



**CONSTRUCTION NOTES:**

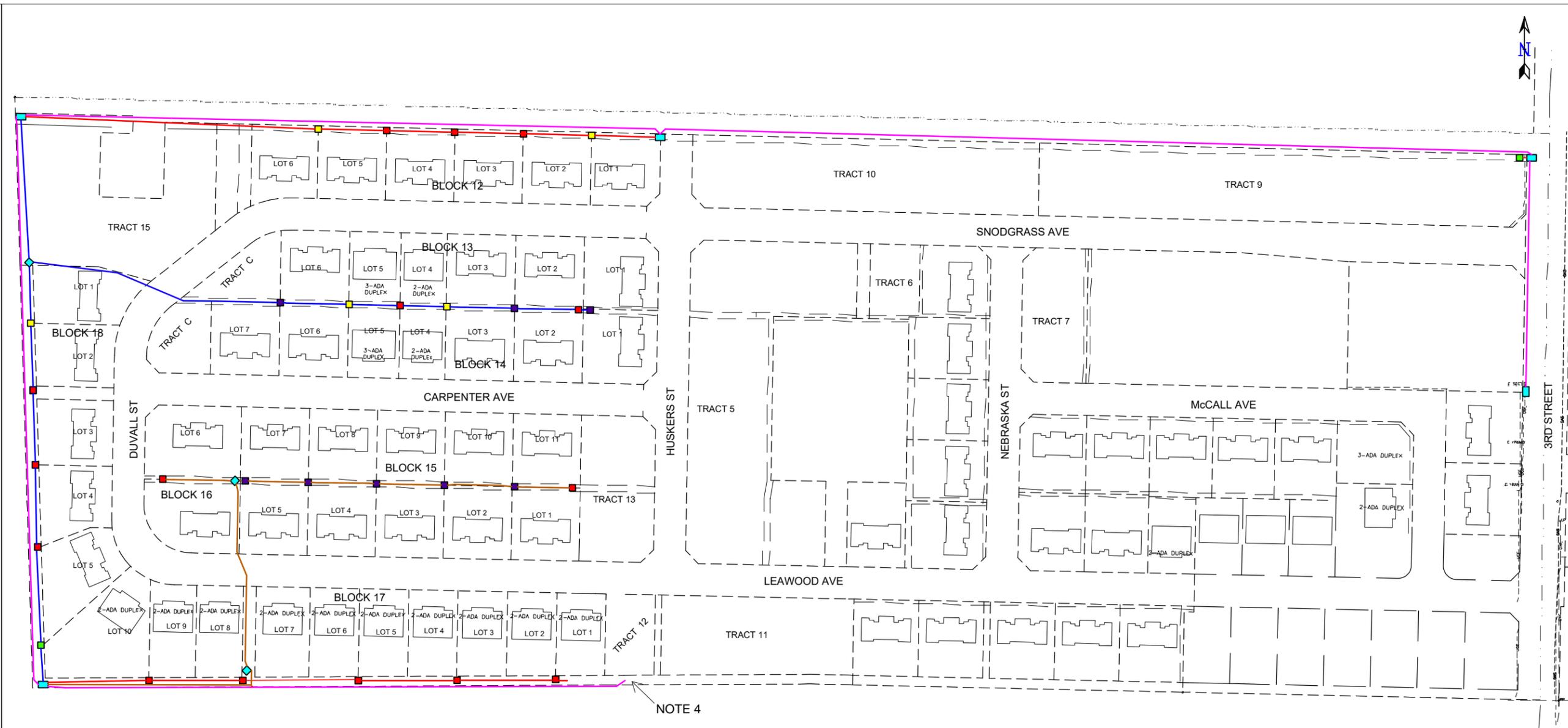
1. 48" MINIMUM BURY DEPTH TO TOP OF CONDUIT
2. INSTALL 6" HDPE CONDUIT BETWEEN THE LARGE SECTIONALIZERS.  
ALL ELBOWS FOR 6" CONDUIT MUST BE GRC.
3. INSTALL 2" HDPE BETWEEN SMALL SECTIONALIZER AND TRANSFORMER.
4. BUILD 3 PHASE RISER ONTO EXISTING POLE LINE. SEE PAGE 9 FOR DETAILS.

**LEGENDS:**

- ABC 4/O 15KV URD
- A 1/O 15KV URD
- B 1/O 15KV URD
- C 1/O 15KV URD

- 14 ■ 50KVA
- 2 ■ 25KVA
- 7 ■ 100KVA
- 5 ■ 75KVA

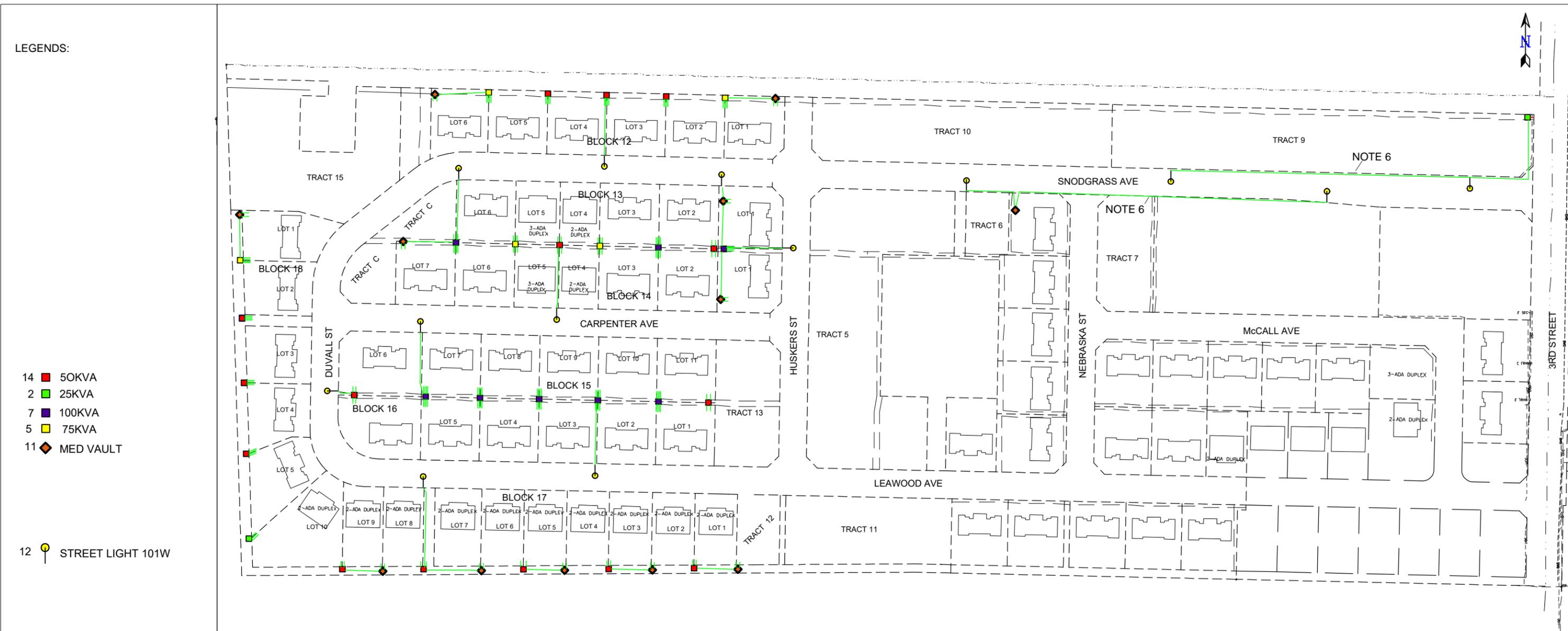
- 3 ■ LRG SECTIONALIZER
- 3 ◆ SM SECTIONALIZER

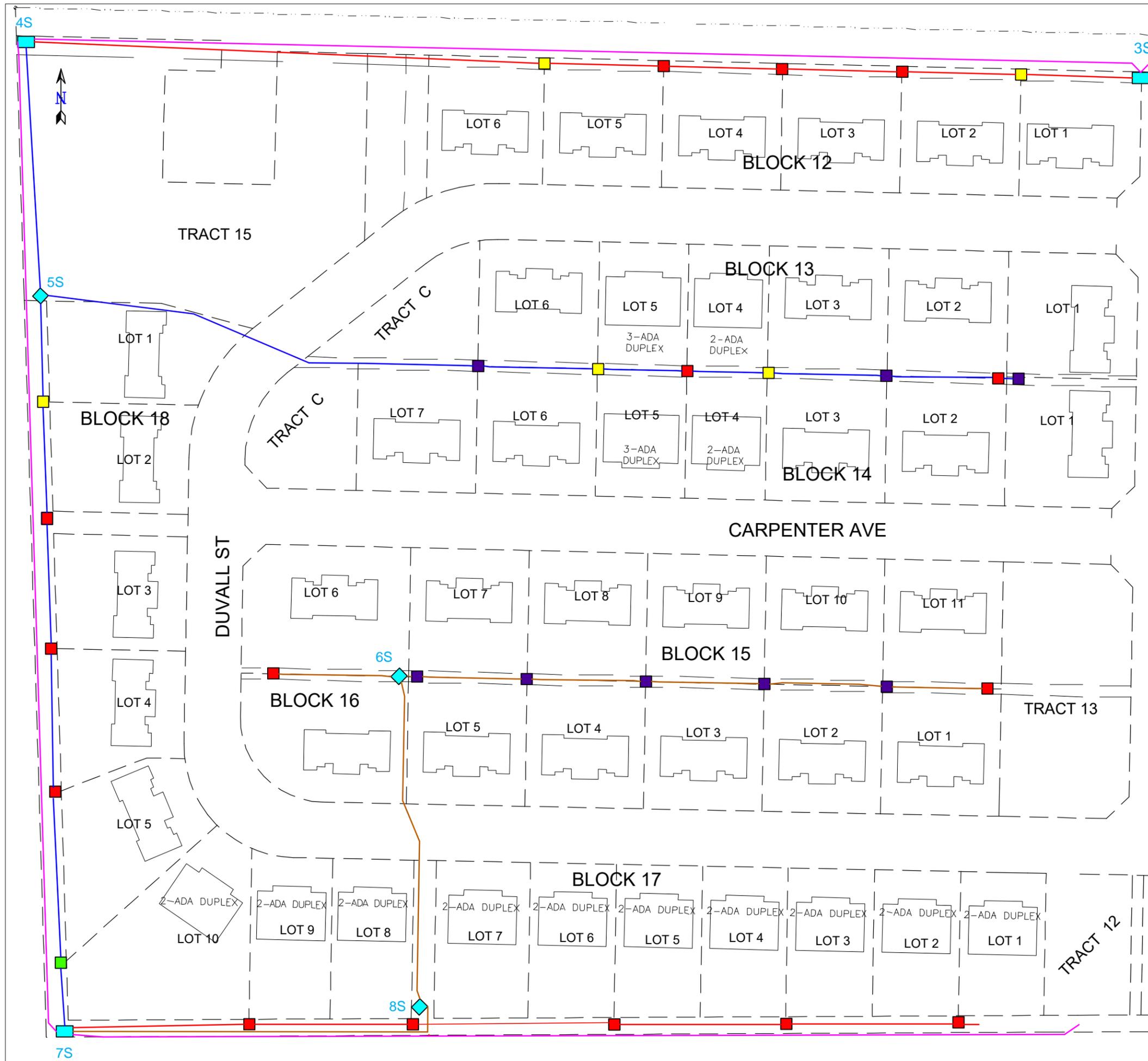


NOTE 4

**CONSTRUCTION NOTES:**

1. 24" MINIMUM BURY DEPTH TO TOP OF CONDUIT UNLESS OTHERWISE NOTED.
2. INSTALL 1-1/4" HDPE FOR STREET LIGHT CIRCUIT CONDUIT. USE #6 TRAY CABLE FOR CONDUCTOR.
3. STUB-OUT 5 FEET OF 2" PVC CONDUIT FROM TRANSFORMER FOR RESIDENTIAL SERVICE.  
STUB-OUT SHALL BE PARALLEL WITH THE PROPERTY LINE THAT RUNS FROM THE BACK TO FRONT OF BUILDING.
4. INSTALL 2" HDPE BETWEEN TRANSFORMER AND AT-GRADE VAULT.
5. INSTALL RED/WHITE DOME BOLLARD MARKER WITHIN 12" OF AT-GRADE VAULT.
6. 36" MINIMUM BURY DEPTH FOR STREET LIGHT CONDUIT SOUTH OF TRACT 9 AND 10 ON SNODGRASS AVE.



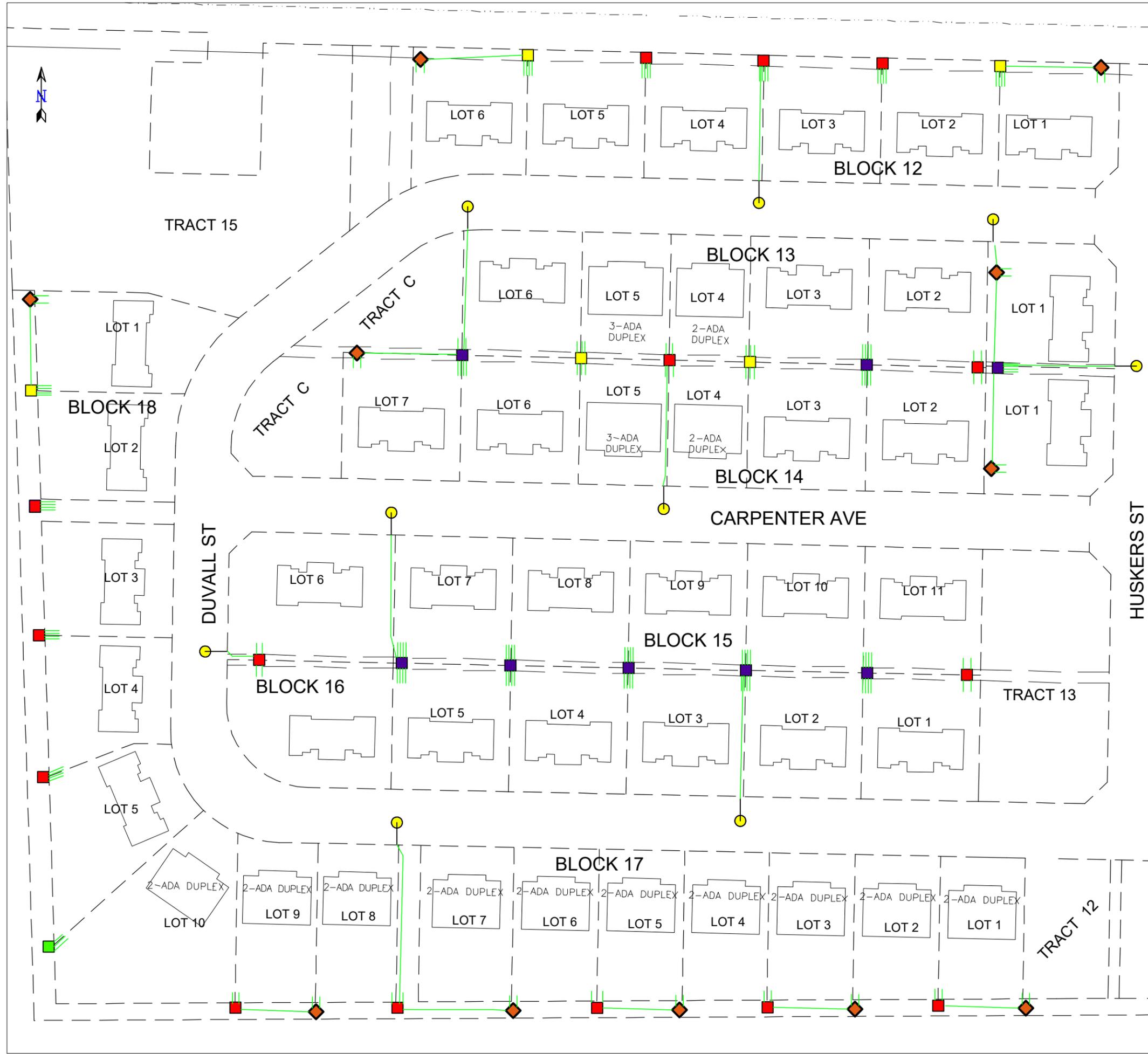


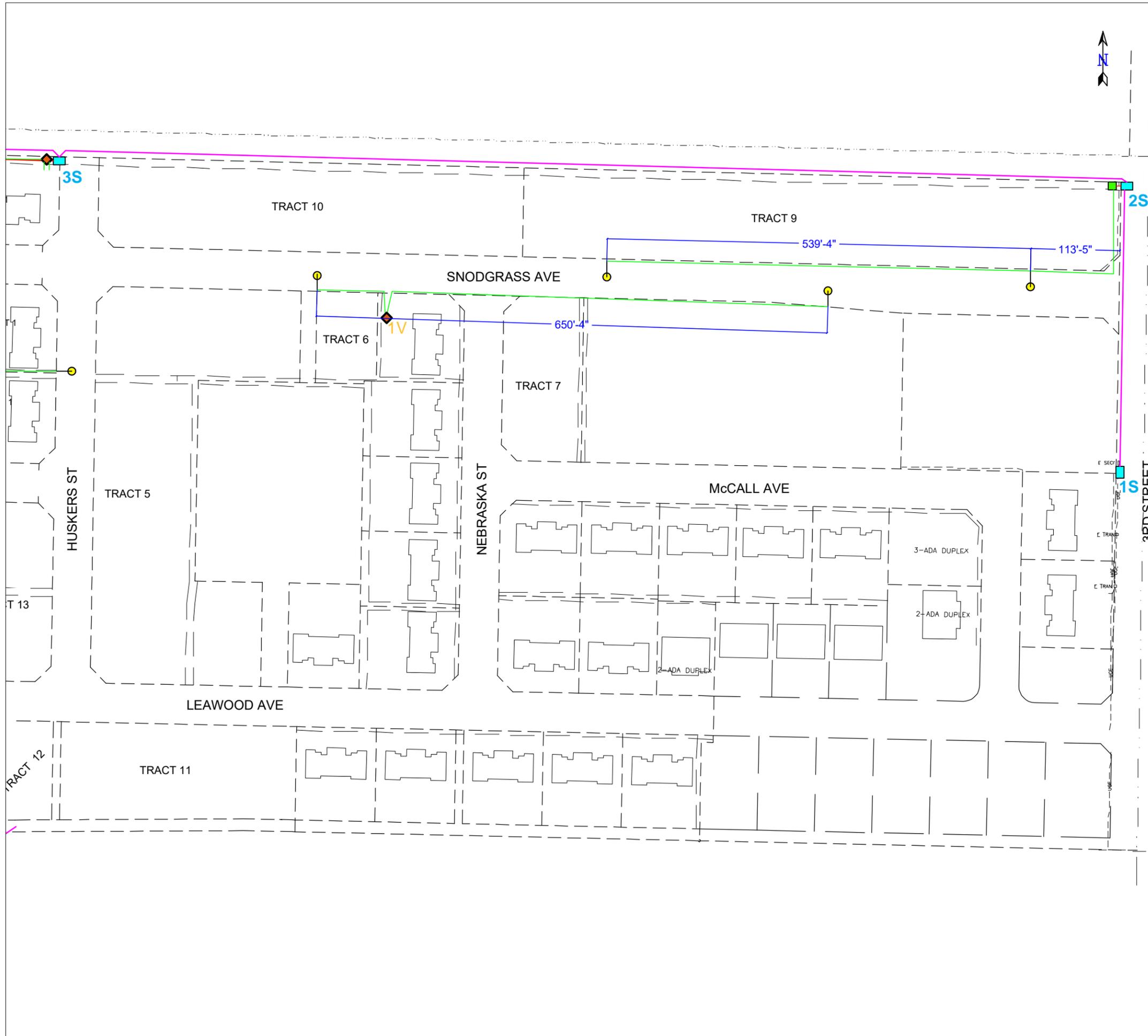
**CONSTRUCTION NOTES:**

1. LARGE SECTIONALIZER 3S, 4S, 7S:
  - a. INSTALL THREE 3-POINT JUCTIONS AND PARKING STANDS
2. SMALL SECTIONALIZER 5S, 6S, 8S:
  - a. INSTALL ONE 3-POINT JUCTION AND PARKING STAND
3. PARK 3PH AND SINGLE PH FEED FROM EAST IN 3S
4. FROM 4S:
  - a. "A" PH FEED TOWARD EAST
  - b. "C" PH FEED TOWARD SOUTH
5. FROM 7S:
  - a. PARK "C" PH FEED NORTH XFMR
  - b. "A" PH FEED EAST XFMR
  - c. "B" PH FEED 8S

**CONSTRUCTION NOTES:**

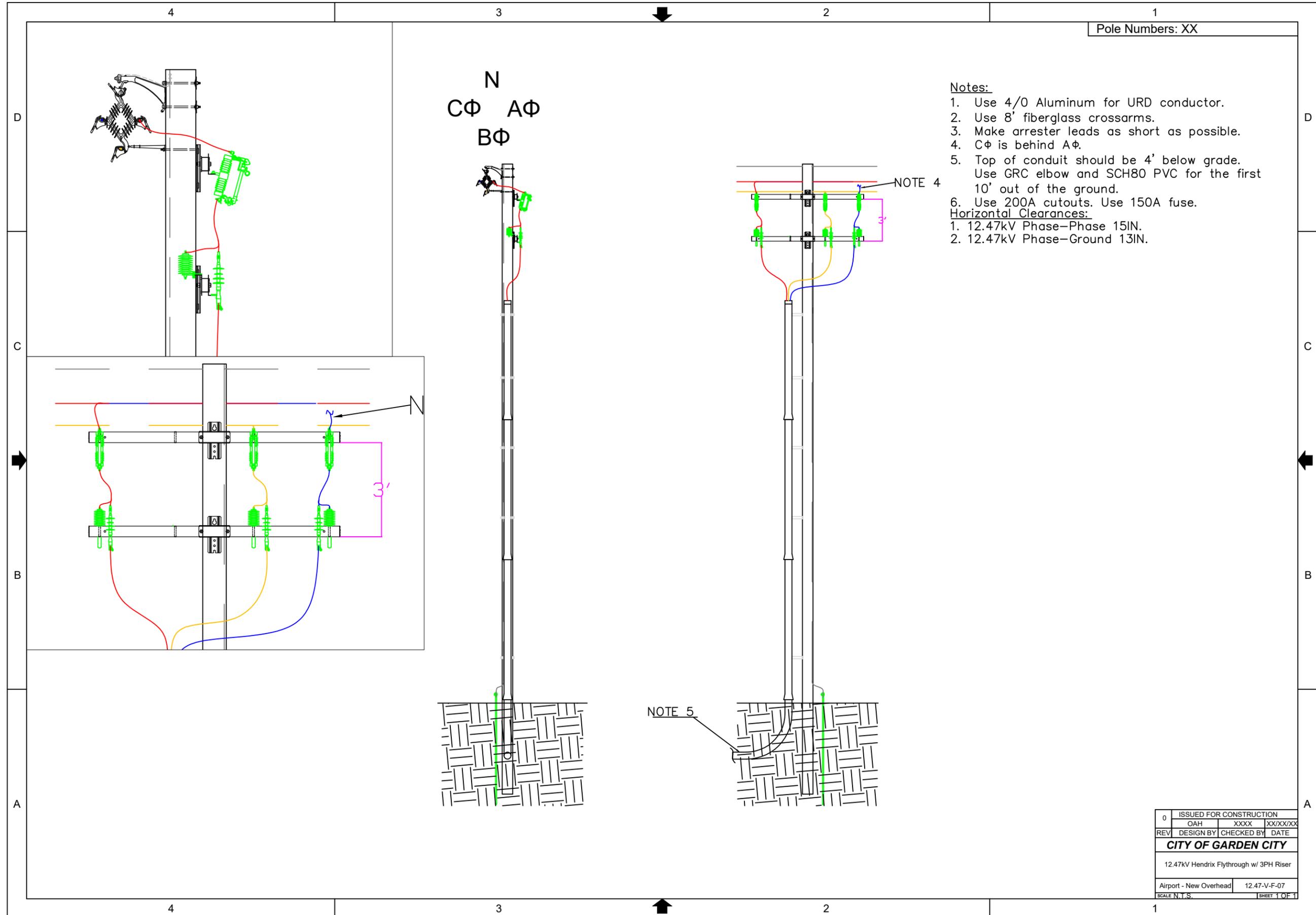
1. CONDUITS STUB INTO XFMR PAD MUST BE VISIBLE AND ACCESSIBLE THROUGH THE 12"X20" OPEN ON TOP OF PAD.
2. XFMR SHALL OPEN TOWARD:
  - a. WEST IN BLOCK 18
  - b. SOUTH IN BLOCK 17
  - c. NORTH IN BLOCK 12, 13, 14, 15, AND 16





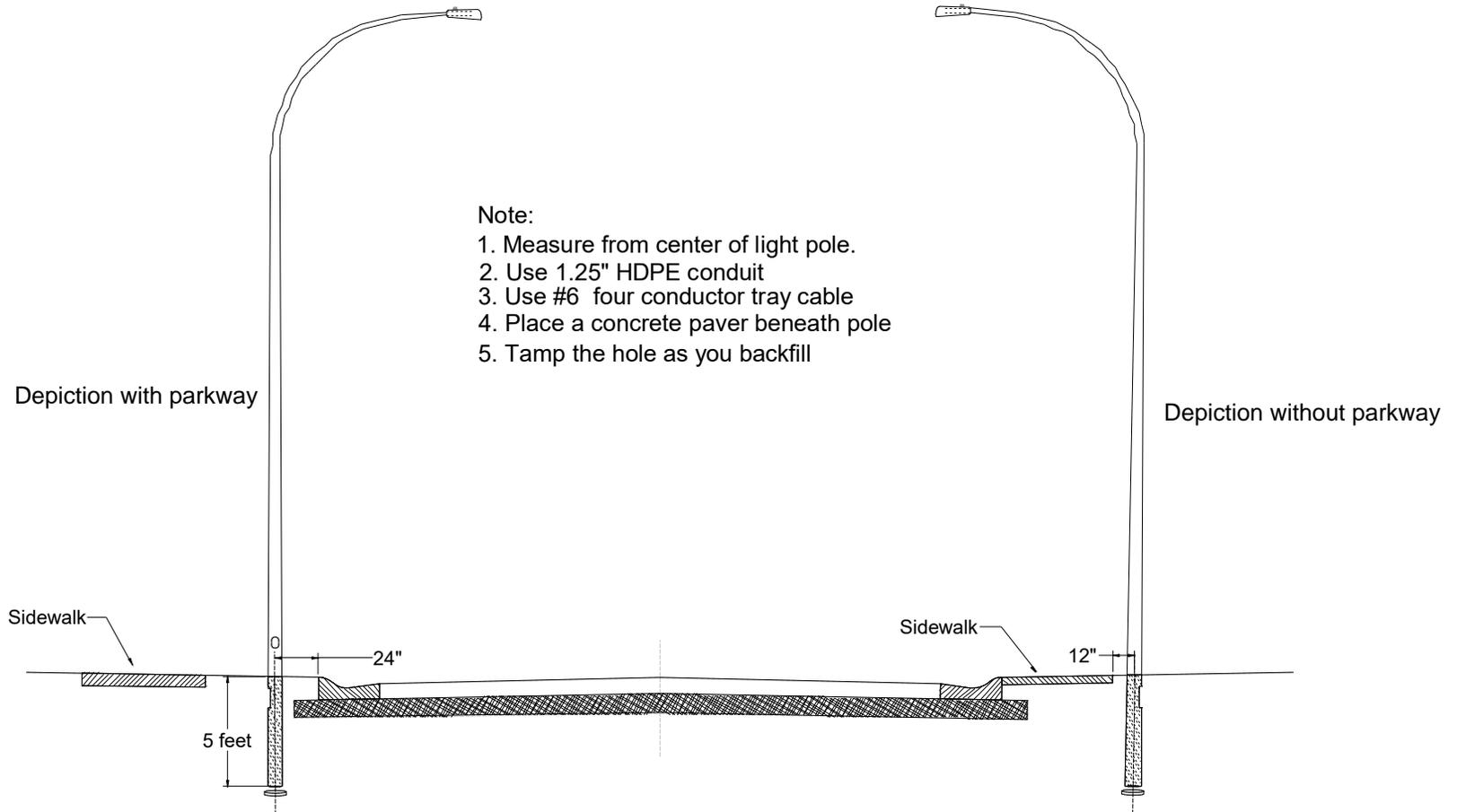
**CONSTRUCTION NOTES:**

1. INTERCEPT 6" STUB-OUT FROM 1S TO FEED 2S.
2. FROM 2S:
  - a. "A" PH FEED WEST XFMR
  - b. 3PH FEED 3S
3. PARK WEST FEED IN 3S
4. POWER FOR STREET LIGHTS SOUTH OF SNODGRASS AVE SHALL COME FROM EXISTING AT-GRADE VAULT 1V



|   |                         |              |          |
|---|-------------------------|--------------|----------|
| 0                                       | ISSUED FOR CONSTRUCTION |              |          |
|   | OAH                     | XXXX         | XX/XX/XX |
| REV                                     | DESIGN BY               | CHECKED BY   | DATE     |
| <b>CITY OF GARDEN CITY</b>              |                         |              |          |
| 12.47kV Hendrix Flythrough w/ 3PH Riser |                         |              |          |
| Airport - New Overhead                  |                         | 12.47-V-F-07 |          |
| SCALE N.T.S.                            |                         | SHEET 1 OF 1 |          |

## Street Light Installation



RHID ELIGIBLE EXPENSES

Total Estimated Eligible Expenses \$ 2,765,025.69  
 Total Submitted Eligible Expenses  
 Total Approve Eligible Expenses

Note for Developer:  
 Use "0" if no expense

NDS use only NDS use only NDS use only NDS use only NDS use only

Enter initials of City Staff

DEVELOPMENT NAME: HUNTERS GLEN 3A

| CATEGORY   | ESTIMATED COST       | DATE SUBMITTED BY DEVELOPER | AMOUNT SUBMITTED BY DEVELOPER | DATE APPROVED BY NDS | AMOUNT APPROVED BY NDS | APPROVED BY |
|--|----------------------|-----------------------------|-------------------------------|----------------------|------------------------|-------------|
| <b>ADMINISTRATIVE</b>  |                      |                             |                               |                      |                        |             |
| Administrative Fees  | \$ -                 |                             |                               |                      |                        |             |
| Project Management Fees  | \$ 75,000.00         |                             |                               |                      |                        |             |
| <i>Note for Developer: Write in additional expenses not listed</i> |                      |                             |                               |                      |                        |             |
| <b>Subtotal</b>  | <b>\$ 75,000.00</b>  | <b>Subtotal</b>             | <b>\$ -</b>                   | <b>Subtotal</b>      | <b>\$ -</b>            |             |
| <b>FINANCE</b>   |                      |                             |                               |                      |                        |             |
| Interest fees  | \$ 438,000.00        |                             |                               |                      |                        |             |
| Financing Costs  | \$ 97,257.00         |                             |                               |                      |                        |             |
| <i>Note for Developer: Write in additional expenses</i>            |                      |                             |                               |                      |                        |             |
| <b>Subtotal</b>  | <b>\$ 535,257.00</b> | <b>Subtotal</b>             | <b>\$ -</b>                   | <b>Subtotal</b>      | <b>\$ -</b>            |             |
| <b>PROFESSIONAL</b>  |                      |                             |                               |                      |                        |             |
| Legal fees   | \$ 25,000.00         |                             |                               |                      |                        |             |
| CPA fees   | \$ 10,000.00         |                             |                               |                      |                        |             |
| <i>Note for Developer: Write in additional expenses not listed</i> |                      |                             |                               |                      |                        |             |
| <b>Subtotal</b>  | <b>\$ 35,000.00</b>  | <b>Subtotal</b>             | <b>\$ -</b>                   | <b>Subtotal</b>      | <b>\$ -</b>            |             |
| <b>LAND ACQUISITION</b>  |                      |                             |                               |                      |                        |             |
| Land Purchase  | \$ -                 |                             |                               |                      |                        |             |
| Realtor Fees   | \$ -                 |                             |                               |                      |                        |             |
| Appraisal Fees   | \$ 5,500.00          |                             |                               |                      |                        |             |
| <i>Note for Developer: Write in additional expenses not listed</i> |                      |                             |                               |                      |                        |             |
| <b>Subtotal</b>  | <b>\$ 5,500.00</b>   | <b>Subtotal</b>             | <b>\$ -</b>                   | <b>Subtotal</b>      | <b>\$ -</b>            |             |
| <b>PARKS</b>   |                      |                             |                               |                      |                        |             |
| Park Equipment   | \$ -                 |                             |                               |                      |                        |             |
| Cash-In-Lieu   | \$ -                 |                             |                               |                      |                        |             |
| <i>Note for Developer: Write in additional expenses not listed</i> |                      |                             |                               |                      |                        |             |
| <b>Subtotal</b>  | <b>\$ -</b>          | <b>Subtotal</b>             | <b>\$ -</b>                   | <b>Subtotal</b>      | <b>\$ -</b>            |             |
| <b>SANITARY SEWER</b>  |                      |                             |                               |                      |                        |             |
| Service Fees   | \$ 7,000.00          |                             |                               |                      |                        |             |
| Sanitary Sewer Extension   | \$ 163,870.00        |                             |                               |                      |                        |             |
| <i>Note for Developer: Write in additional expenses not listed</i> |                      |                             |                               |                      |                        |             |
| <b>Subtotal</b>  | <b>\$ 163,870.00</b> | <b>Subtotal</b>             | <b>\$ -</b>                   | <b>Subtotal</b>      | <b>\$ -</b>            |             |
| <b>STORMWATER</b>  |                      |                             |                               |                      |                        |             |
| Drainage   | \$ -                 |                             |                               |                      |                        |             |
| Detention or Retention   | \$ -                 |                             |                               |                      |                        |             |
| SWPP & NOI   | \$ 10,000.00         |                             |                               |                      |                        |             |
| Storm Sewer  | \$ 74,380.00         |                             |                               |                      |                        |             |
| Inlets   | \$ -                 |                             |                               |                      |                        |             |
| Culverts   | \$ 2,000.00          |                             |                               |                      |                        |             |
| Erosion Control BMPS (temp & permanent)                            | \$ 10,000.00         |                             |                               |                      |                        |             |
| Riprap   | \$ -                 |                             |                               |                      |                        |             |
| <i>Note for Developer: Write in additional expenses not listed</i> |                      |                             |                               |                      |                        |             |
| <b>Subtotal</b>  | <b>\$ 96,380.00</b>  | <b>Subtotal</b>             | <b>\$ -</b>                   | <b>Subtotal</b>      | <b>\$ -</b>            |             |
| <b>WATER</b>   |                      |                             |                               |                      |                        |             |
| Tap Fees   | \$ 39,600.00         |                             |                               |                      |                        |             |
| Service Installation Fees  | \$ 71,280.00         |                             |                               |                      |                        |             |
| Mains  | \$ 152,170.00        |                             |                               |                      |                        |             |
| Extentions   | \$ 3,000.00          |                             |                               |                      |                        |             |
| Fire Hydrants  | \$ 9,000.00          |                             |                               |                      |                        |             |
| Pump Station   | \$ -                 |                             |                               |                      |                        |             |
| <i>Note for Developer: Write in additional expenses not listed</i> |                      |                             |                               |                      |                        |             |
| <b>Subtotal</b>  | <b>\$ 275,050.00</b> | <b>Subtotal</b>             | <b>\$ -</b>                   | <b>Subtotal</b>      | <b>\$ -</b>            |             |
| <b>ELECTRIC INFRASTRUCTURE</b>                                     |                      |                             |                               |                      |                        |             |
| Distribution   | \$ 359,816.19        |                             |                               |                      |                        |             |
| Meters   |                      |                             |                               |                      |                        |             |
| Street lights  |                      |                             |                               |                      |                        |             |
| Power Transmission   |                      |                             |                               |                      |                        |             |
| Extensions   |                      |                             |                               |                      |                        |             |
| Impact Fees  |                      |                             |                               |                      |                        |             |
| <i>Note for Developer: Write in additional expenses not listed</i> |                      |                             |                               |                      |                        |             |
| <b>Subtotal</b>  | <b>\$ 359,816.19</b> | <b>Subtotal</b>             | <b>\$ -</b>                   | <b>Subtotal</b>      | <b>\$ -</b>            |             |
| <b>DESIGN, SURVEYING &amp; ENGINEERING</b>                         |                      |                             |                               |                      |                        |             |
| Architecture Design Fees   | \$ 76,600.00         |                             |                               |                      |                        |             |
| Engineering Fees   | \$ 97,500.00         |                             |                               |                      |                        |             |
| Surveying  | \$ 30,000.00         |                             |                               |                      |                        |             |
| Topo & Elevation Certificates                                      | \$ -                 |                             |                               |                      |                        |             |
| Construction Staking   | \$ 7,500.00          |                             |                               |                      |                        |             |

|                               |               |                 |      |                 |              |  |
|-------------------------------|---------------|-----------------|------|-----------------|--------------|--|
| Special Inspections & Testing | \$ 10,000.00  |                 |      |                 |              |  |
| <b>Subtotal</b>               | \$ 221,600.00 | <b>Subtotal</b> | \$ - | <b>Subtotal</b> | \$ 35,000.00 |  |

Note for Developer: Write in additional expenses not listed

|                    |               |                 |      |                 |      |  |
|--------------------|---------------|-----------------|------|-----------------|------|--|
| <b>LANDSCAPING</b> |               |                 |      |                 |      |  |
| Shrubs             | \$ 34,000.00  |                 |      |                 |      |  |
| Sod                | \$ 46,000.00  |                 |      |                 |      |  |
| Entrance Signage   | \$ -          |                 |      |                 |      |  |
| Fences             | \$ -          |                 |      |                 |      |  |
| Seeding            | \$ 24,000.00  |                 |      |                 |      |  |
| Landscape Walls    | \$ -          |                 |      |                 |      |  |
| <b>Subtotal</b>    | \$ 104,000.00 | <b>Subtotal</b> | \$ - | <b>Subtotal</b> | \$ - |  |

Note for Developer: Write in additional expenses not listed

|   |      |                 |      |                 |      |  |
|---|------|-----------------|------|-----------------|------|--|
| <b>COMMUNICAITONS &amp; NATURAL GAS</b> |      |                 |      |                 |      |  |
| Fiber                                   | \$ - |                 |      |                 |      |  |
| Natural Gas                             | \$ - |                 |      |                 |      |  |
| Telephone                               | \$ - |                 |      |                 |      |  |
| <b>Subtotal</b>                         | \$ - | <b>Subtotal</b> | \$ - | <b>Subtotal</b> | \$ - |  |

Note for Developer: Write in additional expenses not listed

|                        |               |                 |      |                 |      |  |
|------------------------|---------------|-----------------|------|-----------------|------|--|
| <b>BONDING</b>         |               |                 |      |                 |      |  |
| Bonds/Letter of Credit | \$ 175,000.00 |                 |      |                 |      |  |
| <b>Subtotal</b>        | \$ 175,000.00 | <b>Subtotal</b> | \$ - | <b>Subtotal</b> | \$ - |  |

|                  |               |                 |      |                 |      |  |
|------------------|---------------|-----------------|------|-----------------|------|--|
| <b>EARTHWORK</b> |               |                 |      |                 |      |  |
| Demolition       | \$ -          |                 |      |                 |      |  |
| Rough Grading    | \$ 45,870.00  |                 |      |                 |      |  |
| Site Clearing    | \$ -          |                 |      |                 |      |  |
| Site Grading     | \$ 32,500.00  |                 |      |                 |      |  |
| Excavation       | \$ -          |                 |      |                 |      |  |
| Embankment       | \$ 40,845.00  |                 |      |                 |      |  |
| Earthwork        | \$ -          |                 |      |                 |      |  |
| <b>Subtotal</b>  | \$ 119,215.00 | <b>Subtotal</b> | \$ - | <b>Subtotal</b> | \$ - |  |

Note for Developer: Write in additional expenses not listed

|   |               |                 |      |                 |      |  |
|---|---------------|-----------------|------|-----------------|------|--|
| <b>STREETS, ALLEY &amp; PAVING</b>  |               |                 |      |                 |      |  |
| Surfacing (Aggregate, Asphalt or Concrete for streets, alleys, trails, approaches, curb & gutter, sidewalks & ramps, driveways & parking lots | \$ 514,033.50 |                 |      |                 |      |  |
| Subgrade Prep & base for paving ditch lining  | \$ 80,304.00  |                 |      |                 |      |  |
| Pavement Markings   | \$ -          |                 |      |                 |      |  |
| Traffic Signs   | \$ 2,500.00   |                 |      |                 |      |  |
| Traffic Signals   | \$ -          |                 |      |                 |      |  |
| Traffic Control   | \$ 2,500.00   |                 |      |                 |      |  |
| Retaining Walls   | \$ -          |                 |      |                 |      |  |
| <b>Subtotal</b>   | \$ 599,337.50 | <b>Subtotal</b> | \$ - | <b>Subtotal</b> | \$ - |  |

Note for Developer: Write in additional expenses not listed

**DEVELOPER'S CERTIFICATION OF PROJECT COSTS**  
**HUNTERS GLEN – PHASE THREE A**

The undersigned, on behalf of OIKOS DEVELOPMENT CORPORATION, a Missouri nonprofit corporation ("DEVELOPER"), pursuant to Paragraph 28, Reimbursement & Cost Payment Process, of the Development Agreement, dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the CITY OF GARDEN CITY, KANSAS and DEVELOPER, which is hereby incorporated by reference as if fully set forth herein ("Development Agreement"), hereby **CERTIFIES UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF KANSAS THAT THE FOLLOWING IS TRUE AND CORRECT**, with any terms used below having the meanings respectively ascribed to them in the Development Agreement if any such term is not otherwise defined below:

1. Each item requested on page two (2) of this Developer's Certification of Project Costs ("Certification") satisfies the definition of Project Cost set forth in Paragraph 25, Project Costs, of the Development Agreement.
2. Itemized invoices, receipts, or other evidence of such Project Costs are enclosed.
3. Each item requested on page two (2) of this Certification has not previously been paid or reimbursed from money derived from the Project Fund, and no part thereof has been included in any other certificate previously filed with the City.
4. There has not been filed with or served upon DEVELOPER any notice of any lien, right of lien, or attachment upon or claim affecting the right of any person, corporation, company, association, firm, partnership, business trust, estate, joint venture, cooperative, or any legal or commercial entity to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
5. All necessary permits and approvals required for the work for which this Certification relates were issued and were in full force and effect at the time such work was being performed.
6. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Development Agreement and the approved plans for the work.
7. DEVELOPER is not in default or breach of any term or condition of the Development Agreement and no event has occurred and no condition exists that constitutes a default of the Development Agreement by DEVELOPER.
9. Each and every representation by DEVELOPER that is set forth in the Development Agreement remains true and correct as of the date hereof.
10. The undersigned person executing this Certification for DEVELOPER represents and warrants that said person is executing this Certification in said person's capacity with DEVELOPER as indicated on the signature block below, that said person is authorized by DEVELOPER to execute this Certification on behalf of DEVELOPER, and that said person is authorized by DEVELOPER to bind DEVELOPER to this Certification.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**OIKOS DEVELOPMENT CORPORATION**

By \_\_\_\_\_

\_\_\_\_\_, as \_\_\_\_\_  
[NAME] [TITLE]

---

Approved for payment this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_

\_\_\_\_\_, City Engineer



**DEVELOPER'S CERTIFICATION OF SUBSTANTIAL COMPLETION FORM**  
**HUNTERS GLEN – PHASE THREE A**

The undersigned, on behalf of OIKOS DEVELOPMENT CORPORATION, a Missouri nonprofit corporation ("DEVELOPER"), pursuant to Paragraph 28, Reimbursement & Cost Payment Process, of the Development Agreement, dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the CITY OF GARDEN CITY, KANSAS and DEVELOPER ("Development Agreement"), hereby **CERTIFIES UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF KANSAS THAT THE FOLLOWING IS TRUE AND CORRECT**, with any terms used below having the meanings respectively ascribed to them in the Development Agreement if any such term is not otherwise defined below:

1. The work with respect to the Public Improvements is sufficiently complete in accordance with the Development Agreement, except for all punch list items, such that DEVELOPER can occupy or utilize the Infrastructure Improvements for their intended purpose.
2. All such work has been completed in a good and workmanlike manner.
3. There are no mechanic's, materialmen's, or other statutory liens on file encumbering title to the Property.
4. All bills for labor and materials furnished for such work that could form the basis of a mechanic's, materialmen's, or other statutory lien against the Property have been paid in full and, within the past four months, no such labor or materials have been furnished that have not been paid for.
4. All applicable building codes have been complied with in connection with such work.
5. The undersigned person executing this Certification for DEVELOPER represents and warrants that said person is executing this Certification in said person's capacity with DEVELOPER as indicated on the signature block below, that said person is authorized by DEVELOPER to execute this Certification on behalf of DEVELOPER, and that said person is authorized by DEVELOPER to bind DEVELOPER to this Certification.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**OIKOS DEVELOPMENT CORPORATION**

By \_\_\_\_\_

\_\_\_\_\_, as \_\_\_\_\_  
[NAME] [TITLE]



**TO:** City Commission  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Aleecya Charles, Assistant Neighborhood & Development Services Director  
**DATE:** April 2, 2024  
**RE:** Consideration to adopt an ordinance establishing Hunters Glen Phase Three B Reinvestment Housing Investment District (RHID)

---

**ISSUE:**

1:30 p.m. - The public hearing for consideration to adopt the Development Plan and establish the Reinvestment Housing Incentive District (RHID) for Hunters Glen Phase Three B by Ordinance is brought before the Governing Body.

1. Ordinance No. \_\_\_\_\_ - 2024, an ordinance of the City of Garden City Kansas, establishing Hunters Glen Phase Three B as a Reinvestment Housing Incentive District within the City, adopting a plan for the Development of Housing and Public Facilities in such district, and making certain findings in conjunction therewith.

**BACKGROUND:**

As required by the RHID Statute, the Hunters Glen Phase Three B development comes before the Governing Body to adopt the attached Development Plan and to establish the RHID. This action is the last step the development needs to take before the Governing Body in the RHID process. Hunters Glen Phase Three B is generally located west of N. 3rd Street and north of Leawood Avenue (see attached map). This development will consist of 18 lots in which the developer, Oikos Development Corporation intends to build two duplexes and 16 fourplexes. Based feasibility study the \$3,873,121.60 will not be fully recouped within the 25 year period; therefore they would need the maximum amount of time as allowed by state statute. The projections show by year 25, the RHID revenue will have only been approximately 3.49 million.

According to the our current Community Housing Assessment Team (CHAT) study, to meet our housing needs, we need to build 1,395 units by 2023 and the Governing Body has set a goal of 4,000 units by 2030. From 2020-2023, 198 RHID units have been completed and 18 RHID units in 2024. According to our CHAT study and the rate of housing development, Garden City shows a need for units to be built within this development.

If the ordinance is adopted, the Board of County Commissioners and USD 457 as taxing entities will have 30 days in which to evaluate the proposed RHID. Should a taxing entity determine it has an adverse effect on their jurisdiction, then the taxing entity will need to adopt a resolution stating such. If no such resolutions are passed, then the ordinance shall be in effect. If within that timeframe any of the taxing entities pass such a resolution, then the City will need to take action to repeal the ordinance as required by state statute.

**ALTERNATIVES:**

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

**RECOMMENDATION:**

Staff recommends the Governing Body approve the attached ordinance.

**FISCAL NOTE:**

The developer will be using private financing to fund the eligible costs of the RHID. The City will reimburse property tax increments to the developer over the life of the RHID, which is up to 25 years. The amount of the property tax distributions cannot exceed \$3,873,121.60.

**ATTACHMENTS:**

[Ordinance\(Adopting Plan & Establishing District\).HG-3B.City-Commission-Final.pdf](#)  
[Hunters Glen Three B- RHID](#)

[Development Plan \(Combined\) - Hunters Glen Phase 3-B - City Commission Final.pdf](#)

ORDINANCE NO. \_\_\_\_\_-2024

**AN ORDINANCE OF THE CITY OF GARDEN CITY, KANSAS, ESTABLISHING HUNTERS GLEN PHASE THREE B AS A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY, ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH DISTRICT, AND MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH.**

**WHEREAS**, the Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 et seq., (“Act”) authorizes any city incorporated in accordance with the laws of the State of Kansas (“State”) with a population of less than 60,000 to designate reinvestment housing incentive districts within such city; and

**WHEREAS**, prior to such designation, the governing body of such city shall conduct a housing needs analysis to determine what, if any, housing needs exist within its community; and

**WHEREAS**, after conducting such analysis, the governing body of such city may adopt a resolution making certain findings regarding the establishment of a reinvestment housing incentive district, as well as providing the legal description of the proposed district and a map depicting the existing parcels of real estate in the proposed district; and

**WHEREAS**, after publishing such resolution, the governing body of such city shall send a certified copy thereof to the Secretary of Commerce of the State (“Secretary”) requesting that the Secretary agree with the finding contained in such resolution; and

**WHEREAS**, if the Secretary agrees with such findings, such city may proceed with the establishment of a reinvestment housing incentive district within such city and adopt a plan for the development or redevelopment of housing and public facilities in the proposed district; and

**WHEREAS**, Garden City, Kansas has an estimated population of 28,151 and, therefore, constitutes a city as said term is defined in the Act; and

**WHEREAS**, a housing needs analysis was conducted on behalf of the City of Garden City, Kansas (“City”) in 2008 and last updated in 2021 to determine whether housing needs exist within the corporate limits of the City and said analysis concluded that a total of 1,395 housing units are needed to address the housing needs in the City for the 5-year period from 2025 to 2030; and

**WHEREAS**, Northborough Addition Area was named as a proposed rural housing incentive district (for the purposes of these recitals only “Proposed District”) by Resolution No. 2506-2012 that was passed on October 16, 2012 (“Resolution of Required Findings”); and

**WHEREAS**, the Resolution of Required Findings included a legal description of the Proposed District, a map depicting the existing parcels of real estate located therein, and the following findings and determinations:

1. There is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers;
2. The shortage of quality housing can be expected to persist and additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City;

3. The shortage of quality housing is a substantial deterrent to the future economic growth and development of the City;
4. The future economic well-being of the City depends on the Governing Body providing additional incentives for the construction or renovation of quality housing in the City; and

**WHEREAS**, the Resolution of Required Findings was published on October 20, 2012 in the Garden City Telegram and a certified copy of the same was thereafter sent to the Secretary of Commerce of the State of Kansas (“Secretary”) requesting review of such resolution and approval of the findings contained therein; and

**WHEREAS**, the Resolution of Required Findings is, in all respects, compliant with K.S.A. 12-5244 and is otherwise compliant with the Act; and

**WHEREAS**, the Secretary advised the Governing Body in writing on or about November 27, 2023 of its agreement with each of the findings contained in the Resolution of Required Findings, which thereby authorizes the Governing Body to proceed with the establishment of reinvestment housing incentive districts within the Proposed District; and

**WHEREAS**, the City has caused there to be prepared a plan for the development of housing and public facilities in the Proposed District to go by the name of Hunters Glen – Phase Three B (“Development Plan”); and

**WHEREAS**, the Development Plan includes, inter alia:

1. The legal description and map required by K.S.A. 12-5244(a), and amendments thereto;
2. The existing assessed valuation of the real estate in the Proposed District, listing the land and improvement values separately;
3. A list of the names and addresses of the owners of record of all real estate parcels within the Proposed District;
4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the Proposed District, and the location thereof;
5. A listing of the names, addresses and specific interests in real estate in the Proposed District of the developers responsible for development of the housing and public facilities therein;
6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the Proposed District; and
7. A comprehensive analysis of the feasibility of providing housing tax incentives in the Proposed District, as provided in the Act, that shows the public benefits derived from the Proposed District will exceed the costs and that the income therefrom, together with other sources of funding, will be sufficient to pay for the public improvements that may be undertaken in the Proposed District. The analysis identifies any other sources of public or private funds to be used to finance such public improvements.

**WHEREAS**, the Development Plan is, in all respects, compliant with K.S.A. 12-5245 and is otherwise compliant with the Act; and

**WHEREAS**, the Governing Body passed Resolution No. 3101-2024 on February 20, 2024 providing notice that a public hearing was to be held on April 2, 2024 wherein the Governing Body was to consider the designation of the Proposed District as a Reinvestment Housing Incentive District pursuant to the Act and was to consider the adoption of the Development Plan (“Public Hearing Resolution”); and

**WHEREAS**, the Public Hearing Resolution is, in all respects, compliant with subsection (b) of K.S.A. 12-5245 and is otherwise compliant with the Act; and

**WHEREAS**, a public hearing was held on April 2, 2024 and, upon and considering the information and public comments received at said hearing, the Governing Body deems it advisable to make certain findings to establish the Proposed District as a Reinvestment Housing Incentive District and to adopt the Development Plan.

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

**SECTION 1. Findings.** The Governing Body of the City of Garden City, Kansas (“Governing Body”) hereby finds that due notice of the public hearing conducted on April 2, 2024 was made in accordance with the provisions of the Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 et seq. (“Act”).

**SECTION 2. Establishment of Reinvestment Housing Incentive District.** A reinvestment housing incentive district is hereby created and established within the corporate limits of the City of Garden City, Kansas (“City”) in accordance with the provisions of the Act, and is named the Hunters Glen – Phase Three B Reinvestment Housing Incentive District, which shall consist of the following described real property in Garden City, Finney County, Kansas:

A tract of land, surveyed by Ken Parks, PS No. 1289, on 19 September, 2022, in the Southwest and Southeast Quarters of the Northeast Quarter of Section 6, Township 24 South, Range 32 West of the 6<sup>th</sup> P.M., Garden City, Finney County, Kansas, more particularly described as follows:

Commencing at the Northeast Corner of Lot 2, Block 1 of Hunters Glen – Phase One being a found ½” R-bar, CPS; thence North 00°59’33” East a distance of 369.78 feet to a found ½” R-bar, CPS; thence North 88°38’02” West a distance of 1,350.80 feet to a found ½” R-bar, CPS; thence South 00°59’28” West a distance of 274.51 feet to the Point of Beginning being a found ½” R-bar, CPS; thence South 00°59’28” West a distance of 95.36 feet to a set ½” R-bar; thence South 46°10’41” West a distance of 28.19 feet to a set ½” R-bar; thence South 00°59’28” West a distance of 50.00 feet to a set ½” R-bar; thence North 88°38’07” West a distance of 96.00 feet to a set ½” R-bar; thence South 00°59’26” West a distance of 227.18 feet to a set ½” R-bar; thence South 00°56’57” East a distance of 50.04 feet to a set ½” R-bar; thence North 88°47’54” West a distance of 531.69 feet to a set ½” R-bar; thence North 00°59’28” East a distance of 163.60 feet to a set ½” R-bar; thence North 88°47’54” West a distance of 149.77 feet to a set ½” R-bar; thence North 00°59’28” East a distance of 95.55 feet to a set ½” R-bar; thence North 46°10’41” East a distance of 28.14 feet to a set ½” R-bar; thence North 01°04’27” East a distance of 50.00 feet to a set ½” R-bar; thence South 88°38’07” East a distance of 79.75 feet to a set ½” R-bar; thence North 00°59’12” East a distance of 113.42 feet to a set ½” R-bar; thence South 88°38’07” East a distance of 579.99 feet to a set ½” R-bar; thence North 00°59’28” East a distance of 1.61 feet to a set ½” R-bar; thence South 88°47’54” East a distance of 116.00 feet to the Point of Beginning, containing an area of 6.45 acres, more or less (“District”).

The boundaries of the District do not contain any property not referenced in Resolution No. 3101-2024, which provided notice of public hearing on the creation of the District and the adoption of the development plan related thereto.

**SECTION 3. Adoption of Development Plan.** The plan for the development of housing and public facilities in the District, as presented to the Governing Body on this date, is hereby approved and adopted (“Development Plan”).

**SECTION 4. Nullification.** This Ordinance shall be null and void if, within thirty (30) days following the conclusion of the public hearing on April 2, 2024, any of the following events occur:

1. The Board of Education of Unified School District No. 457 determines by resolution that the District will have an adverse effect on such school district; or
2. The Board of County Commissioners of Finney County, Kansas determines by resolution that the District will have an adverse effect on such county.

As of this date, the City has not received a copy of any such resolution and is not aware of the adoption of any such resolution by said boards.

**SECTION 5. Reimbursement.** The City is authorized to reimburse the developer of the District for all or a portion of the costs of implementing the Development Plan through the use of property tax increments allocated to the City under the provisions of the Act, subject to any and all provisions of the Act and of the Development Plan, including, but not limited to, the Development Agreement attached thereto.

**SECTION 6. Further Action.** The Mayor, City Clerk, and other officials and employees of the City, including the City Attorney and Assistant City Attorney, are hereby further authorized and directed to take such other actions as may be appropriate to accomplish the purposes of this Ordinance.

**SECTION 7. Transmission of Documents.** The City Clerk shall transmit a copy of the description of the land within the District, a copy of this Ordinance, and a map or plat indicating the boundaries of the District, to the clerk, appraiser, and treasurer of Finney County, Kansas and to the Board of Education of Unified School District No. 457, the Board of County Commissioners of Finney County, Kansas, the Board of Trustees of Garden City Community College, and the governing body of the West Plains Extension District No. 19. Such documents shall be transmitted as promptly as practicable following the adoption of the Development Plan, but in any event, on or before the January 1st next following such adoption.

**SECTION 8. Effective Date.** This ordinance shall be in full force and effect from and after its publication, or a publication of a summary in the Garden City Telegram, the official city newspaper.

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this 2<sup>nd</sup> day of April, 2024.

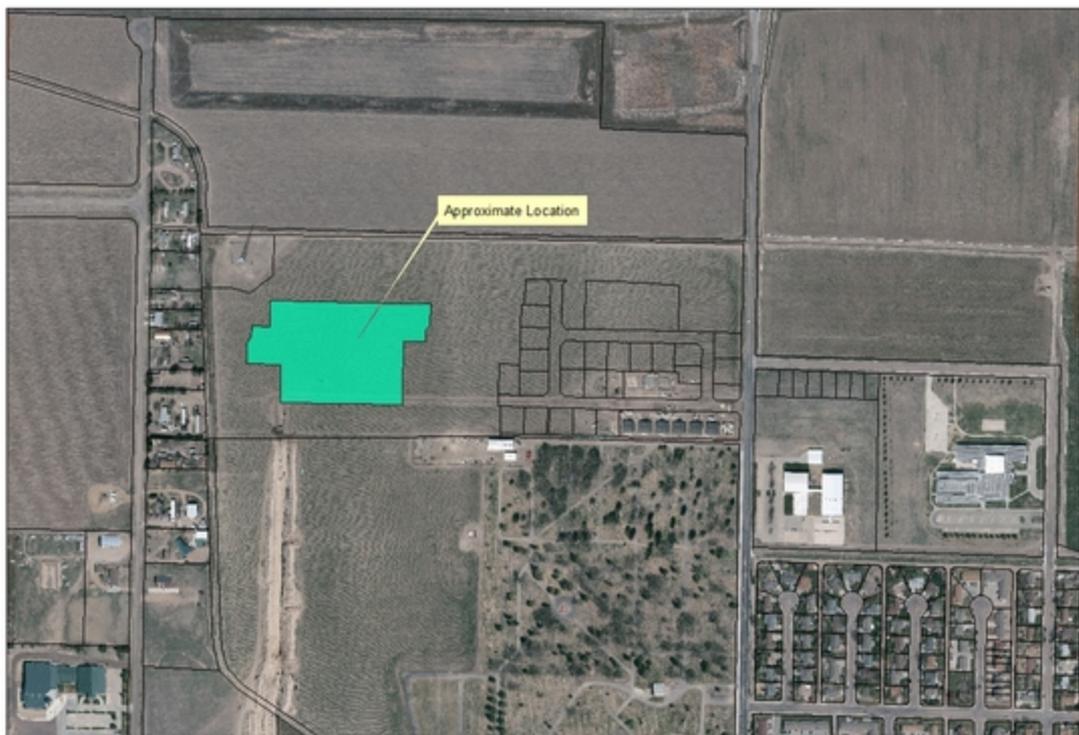
\_\_\_\_\_  
MANUEL F. ORTIZ, Mayor

ATTEST:

APPROVED AS TO FORM AND CONTENT:

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

\_\_\_\_\_  
JENNIVER V. CUNNINGHAM, City Attorney



**Legend**

 Hunters Glen 3B

0 375 750 1,500 Feet



**DEVELOPMENT PLAN**  
**OF THE CITY OF GARDEN CITY, KANSAS**  
**HUNTERS GLEN – PHASE THREE B**  
**REINVESTMENT HOUSING INCENTIVE DISTRICT**

**APRIL 2, 2024**

**DEVELOPMENT PLAN**

WHEREAS, any and all recitals, sections, and other parts of Resolution Nos. 2506-2012 and 3101-2024, which were passed by the City of Garden City, Kansas (“CITY”), by and through its governing body (“Governing Body”), on January 15, 2013 and on February 20, 2024, respectively, are hereby restated and incorporated by reference as if fully set forth herein; and

WHEREAS, CITY proposes this Development Plan pursuant to subsection (a) of K.S.A. 12-5245 of the Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 et seq.

1. **LEGAL DESCRIPTION & MAP.** The legal description of the Hunters Glen Phase Three B Reinvestment Housing Incentive District (hereinafter “the District”) is as follows and a map depicting the existing parcels of real estate in the proposed district is attached hereto as **Exhibit A** and is hereby incorporated by reference as if fully set forth herein.

A tract of land, surveyed by Ken Parks, PS No. 1289, on 19 September, 2022, in the Southwest and Southeast Quarters of the Northeast Quarter of Section 6, Township 24 South, Range 32 West of the 6<sup>th</sup> P.M., Garden City, Finney County, Kansas, more particularly described as follows: Commencing at the Northeast Corner of Lot 2, Block 1 of Hunters Glen – Phase One being a found ½” R-bar, CPS; thence North 00°59’33” East a distance of 369.78 feet to a found ½” R-bar, CPS; thence North 88°38’02” West a distance of 1,350.80 feet to a found ½” R-bar, CPS; thence South 00°59’28” West a distance of 274.51 feet to the Point of Beginning being a found ½” R-bar, CPS; thence South 00°59’28” West a distance of 95.36 feet to a set ½” R-bar; thence South 46°10’41” West a distance of 28.19 feet to a set ½” R-bar; thence South 00°59’28” West a distance of 50.00 feet to a set ½” R-bar; thence North 88°38’07” West a distance of 96.00 feet to a set ½” R-bar; thence South 00°59’26” West a distance of 227.18 feet to a set ½” R-bar; thence South 00°56’57” East a distance of 50.04 feet to a set ½” R-bar; thence North 88°47’54” West a distance of 531.69 feet to a set ½” R-bar; thence North 00°59’28” East a distance of 163.60 feet to a set ½” R-bar; thence North 88°47’54” West a distance of 149.77 feet to a set ½” R-bar; thence North 00°59’28” East a distance of 95.55 feet to a set ½” R-bar; thence North 46°10’41” East a distance of 28.14 feet to a set ½” R-bar; thence North 01°04’27” East a distance of 50.00 feet to a set ½” R-bar; thence South 88°38’07” East a distance of 79.75 feet to a set ½” R-bar; thence North 00°59’12” East a distance of 113.42 feet to a set ½” R-bar; thence South 88°38’07” East a distance of 579.99 feet to a set ½” R-bar; thence North 00°59’28” East a distance of 1.61 feet to a set ½” R-bar; thence South 88°47’54” East a distance of 116.00 feet to the Point of Beginning, containing an area of 6.45 acres, more or less (“District”).

2. **VALUATION.** The existing assessed valuation of the real estate in the District is estimated to be \$363.95, which includes a land value only due to the improvement value being \$0.00.

3. **OWNERS.** The names and addresses of the owners of record of all real estate within the District are:

- a. Developer/Owner ..... Oikos Development Corporation  
1712 Main Street, Suite 206  
Kansas City, Missouri 64108

- b. Construction Management..... OCM Builders, LLC  
600 North 17<sup>th</sup> Street  
Kansas City, Kansas 66102

4. **FACILITIES.** The District will be part of a multi-phase federally-funded public housing development that will be owned and operated by a private, nonprofit community housing development organization. The development will generally consist of multiple family rental dwellings, common areas, and landlord areas. A description of the housing and public facilities project(s) that are proposed to be constructed or improved in the District, including the location thereof, is as follows and is further described in the site plan for the District, which is attached hereto as **Exhibit B** and is hereby incorporated by reference as if fully set forth herein (“Conceptual Site Plan”):

- a. **HOUSING FACILITIES.** The housing facilities proposed to be constructed within the District will consist of the following:
  - i. Sixteen (16) fourplex buildings valued at approximately \$440,000.00 and made up of thirty-two (32) two-bedroom living units and thirty-two (32) three-bedroom living units, for a total of sixty-four (64) living units altogether; and
  - ii. Two (2) duplex buildings valued at approximately \$250,000.00 and made up of two (2) two-bedroom living units and two (2) three-bedroom living units, for a total of four (4) living units altogether.
- b. **PUBLIC FACILITIES.** Public improvements proposed to be constructed or improved within the District include any infrastructure improvements, together with any equipment, appurtenance, or ancillary components, that will be subject to being owned, operated, and maintained by CITY upon its acceptance for purposes of title and maintenance and that are: (a) intended to be used by the general public; (b) required by the Subdivision Regulations of CITY; (c) required by the infrastructure plans; (d) required by CITY to provide for the extension or operation of any CITY operated utility or utilities to or within the District, including, but not limited to, electric, water, sanitary sewer, and storm sewer; or (e) required pursuant to the development agreement referenced in Paragraph 6, Contractual Assurances, herein, which is hereby incorporated by reference as if fully set forth herein. The development agreement will set out the process for title and maintenance of these public improvements to be transferred to CITY.
- c. **OTHER FACILITIES.** The other facilities proposed to be constructed within the District are a childcare center, community center, or park, as well as at least two (2) green spaces. These facilities will be owned and maintained by DEVELOPER and neither title nor maintenance of these facilities will be transferred to CITY.
- d. **DISCLAIMER.** This Development Plan and the development agreement referenced in Paragraph 6, Contractual Assurances, herein may contain references to or the inclusion of one or more site plans, infrastructure plans, preliminary plats, final plats, or other construction drawings that may be in draft form or otherwise not yet stamped or signed for approval by CITY. Any such reference or inclusion shall in no way be construed as an approval of any such plan, plat, or drawing by CITY. Any such documents are subject to change until final approval.

5. **DEVELOPERS.** The names, addresses, and specific interests in the real estate in the District of the developers responsible for development of the housing and public facilities are:

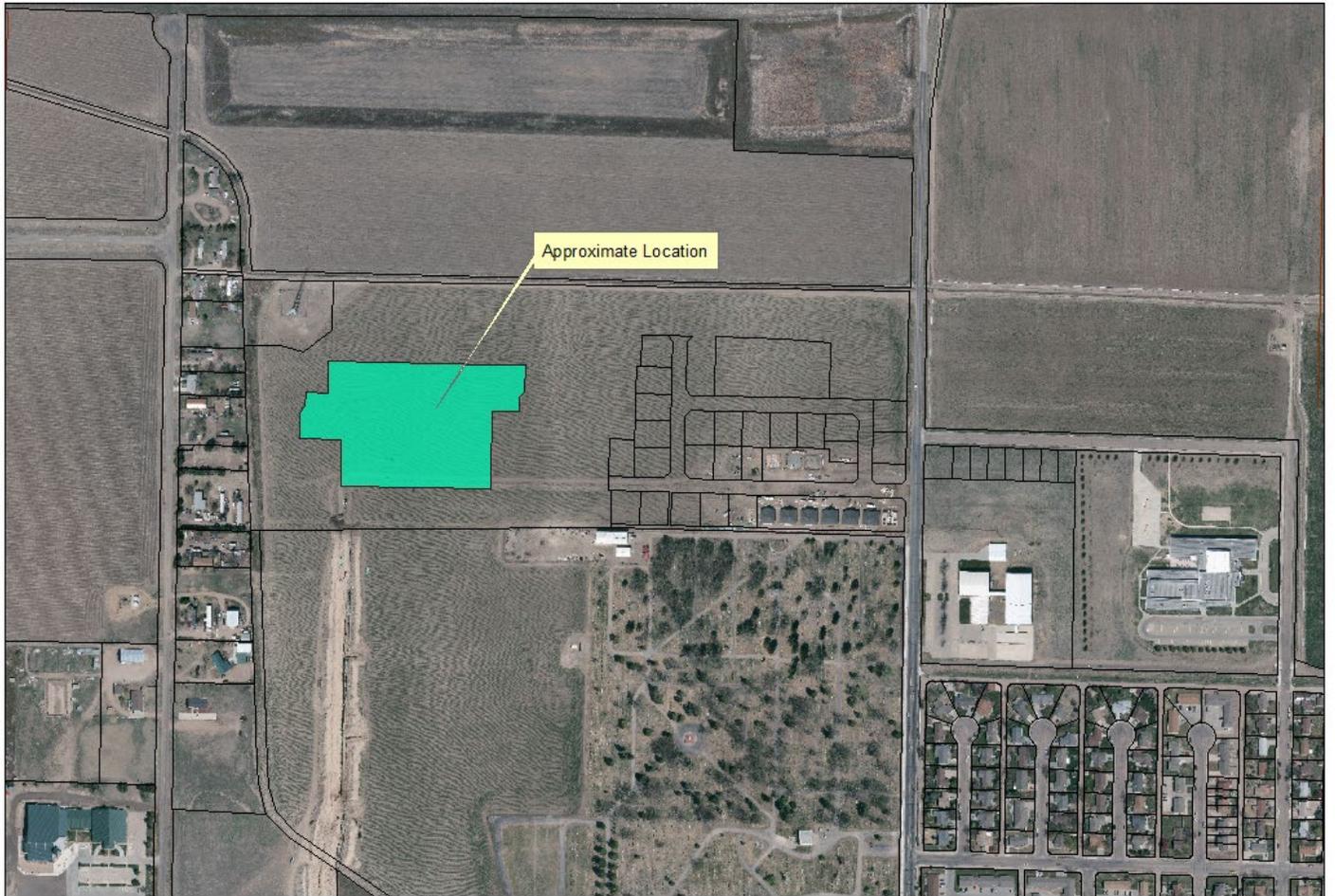
- a. Developer/Owner ..... Oikos Development Corporation  
1712 Main Street, Suite 206  
Kansas City, Missouri 64108

6. **CONTRACTUAL ASSURANCES.** CITY has caused there to be prepared a development agreement between CITY and the Developer, which is attached hereto as **Exhibit D** and is hereby incorporated by reference as if fully set forth herein (“Development Agreement”), including any attachments thereto. The Development Agreement includes, *inter alia*, the financial obligations of the Developer in relation to the public improvements within the District, including, but not limited to, the limitations on reimbursement of eligible expenses and the requirement to provide a separate performance bond and maintenance bond that each names CITY as the obligee and the Developer as the principal and that otherwise complies with the Subdivision Regulations of CITY and the Development Agreement. The Development Agreement includes the contractual assurances, if any, the Governing Body has received from the Developer, guaranteeing the financial feasibility of specific housing tax incentive projects in the District.

7. **FEASIBILITY STUDY.** CITY conducted a comprehensive analysis of the feasibility of providing housing tax incentives in the District, pursuant to subsection (a)(7) of K.S.A. 12-5245, to determine whether the public benefits derived from the District will exceed the costs and that the income therefrom, together with other sources of funding, will be sufficient to pay for the public improvements that may be undertaken in the District, which is attached hereto as **Exhibit C** and is hereby incorporated by reference as if fully set forth herein (“Feasibility Study”). The Feasibility Study estimates the property tax revenues that will be generated from the District, less existing property taxes, to determine the revenue stream available to support reimbursement to the Developer for all or a portion of the costs of financing the public infrastructure. The estimates indicate that the revenue realized from the project would be adequate to pay the eligible costs. The recuperation of eligible expenses is dependent upon fluctuations in the housing market and housing development. Any amounts contained in the Feasibility Study are subject to final assessment. Additionally, any other sources of public or private funds to be used to finance such public improvements are listed below, pursuant to subsection (a)(7) of K.S.A. 12-5245:

- a. Bonneville Mortgage Company.....Construction-to-Perm Financing
- b. Housing Assistance Council .....RHID Loan
- c. USDA Section 514 Loan .....FLH Loan
- d. USDA Section 516 Grant.....FLH Grant

**EXHIBIT A**  
**MAP OF THE DISTRICT**



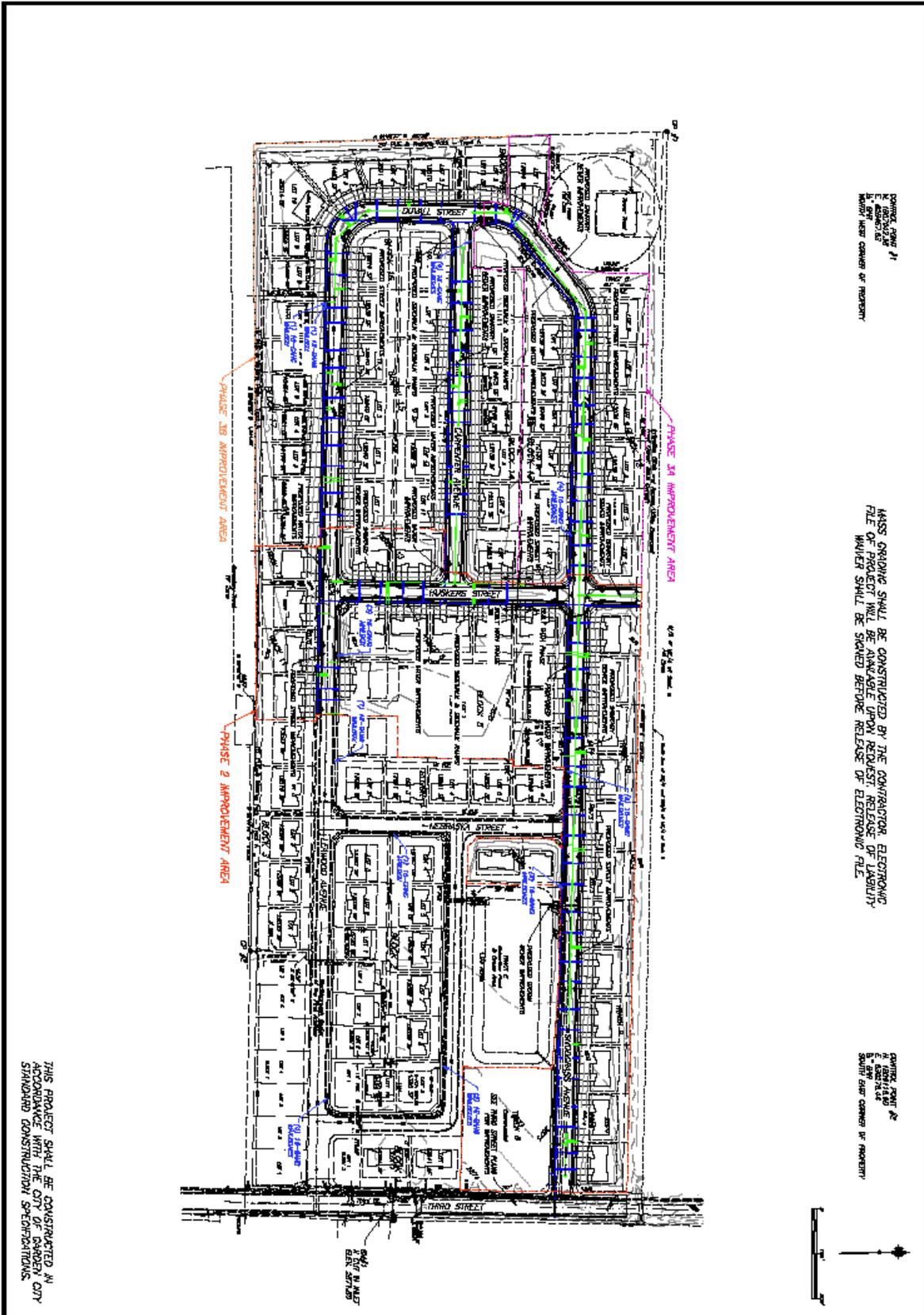
**Legend**

 Hunters Glen 3B

0      375      750      1,500 Feet



# EXHIBIT B CONCEPTUAL SITE PLAN



OWNER: PHASE 3  
 HUNTERS GLEN  
 PHASE 3  
 SANITARY SEWER & STREET IMPROVEMENTS  
 GARDEN CITY, KANSAS

PHASE 1A IMPROVEMENT AREA  
 PHASE 2 IMPROVEMENT AREA  
 PHASE 3B IMPROVEMENT AREA

OWNER: PHASE 3  
 HUNTERS GLEN  
 PHASE 3  
 SANITARY SEWER & STREET IMPROVEMENTS  
 GARDEN CITY, KANSAS

THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF GARDEN CITY STANDARD CONSTRUCTION SPECIFICATIONS.

|  |  |   |  |
|--|--|---|--|
| <p><b>EBH</b><br/>Engineering &amp; Building<br/>Hunters Glen<br/>Phase 3<br/>Sanitary Sewer &amp; Street<br/>Improvements<br/>Garden City, Kansas</p> |  | <p><b>HUNTERS GLEN</b><br/>         PHASE 3<br/>         SANITARY SEWER, WATER &amp; STREET IMPROVEMENTS<br/>         GARDEN CITY, KANSAS</p> | <p><b>EBH</b><br/>EBHengineering.com</p> |
| <p><b>C-101</b></p>  |  |   |  |

## EXHIBIT C FEASIBILITY STUDY

|                                     |
|-------------------------------------|
| Cost of Infrastructure Improvements |
| <b>\$3,873,121.60</b>               |

| Total Acres | 2023 Appraised Value (Prorated) | 2023 Assessed Value (Prorated) | 2023 Exemptions | 2023 Tax Value (Prorated) | 2021 Total Tax (Base) (Prorated) |
|-------------|---------------------------------|--------------------------------|-----------------|---------------------------|----------------------------------|
| 6.45        | \$ 682.79                       | \$ 363.95                      | -               | \$ 363.95                 | \$ 58.24                         |
|             | Per Acre                        | Per Acre                       |                 | Per Acre                  | Per Acre                         |
|             | \$ 105.86                       | \$ 56.43                       |                 | \$ 56.43                  | \$ 9.03                          |

| Type     | Total Number of Bldgs | Projected Price (Per Unit) | Property Class (RR) | Total Assessed Value (Per Unit) | Exemp. | Total Taxable Value (Per Unit) | Mill Levy | Annual Estimated Tax (Per Unit) |
|----------|-----------------------|----------------------------|---------------------|---------------------------------|--------|--------------------------------|-----------|---------------------------------|
| Fourplex | 16                    | \$ 440,000.00              | 11.5%               | \$ 50,600.00                    | -      | \$ 50,600.00                   | 0.160033  | \$ 8,097.67                     |
| Duplex   | 2                     | \$ 250,000.00              | 11.5%               | \$ 28,750.00                    | -      | \$ 28,750.00                   | 0.160033  | \$ 4,600.95                     |

| RECUPERATION ESTIMATES |                 |             |                    |                |                      |        |                     |            |                    |                                |    | PLAN YEAR        | PROJECTED RHID REVENUE |
|------------------------|-----------------|-------------|--------------------|----------------|----------------------|--------|---------------------|------------|--------------------|--------------------------------|----|------------------|------------------------|
| YEAR BUILT             | NEW BLDGS BUILT | TOTAL BLDGS | TOTAL VALUE        | PROPERTY CLASS | TOTAL ASSESSED VALUE | EXEMP. | TOTAL TAXABLE VALUE | MILL LEVY  | TOTAL TAX REVENUE  | INCREMENT                      |    |                  |                        |
|                        |                 |             | (Cumulative Units) |                | (Cumulative Units)   |        | (Cumulative Units)  | (Prorated) | (Cumulative Units) | (Total Tax Revenue minus Base) |    | (Cumulative Sum) |                        |
| 2024                   | 0               | 0           | n/a                | n/a            | n/a                  | n/a    | n/a                 | n/a        | n/a                | n/a                            | 1  | n/a              |                        |
| 2025                   | 18              | 18          | \$ 7,920,000.00    | 11.5%          | \$ 910,800.00        | -      | \$ 910,800.00       | 0.160033   | \$ 145,758.06      | \$ 145,699.81                  | 2  | \$ 145,699.81    |                        |
| 2026                   | 0               | 18          | \$ 7,920,000.00    | 11.5%          | \$ 910,800.00        | -      | \$ 910,800.00       | 0.160033   | \$ 145,758.06      | \$ 145,699.81                  | 3  | \$ 291,399.62    |                        |
| 2027                   | 0               | 18          | \$ 7,920,000.00    | 11.5%          | \$ 910,800.00        | -      | \$ 910,800.00       | 0.160033   | \$ 145,758.06      | \$ 145,699.81                  | 4  | \$ 437,099.44    |                        |
| 2028                   | 0               | 18          | \$ 7,920,000.00    | 11.5%          | \$ 910,800.00        | -      | \$ 910,800.00       | 0.160033   | \$ 145,758.06      | \$ 145,699.81                  | 5  | \$ 582,799.25    |                        |
| 2029                   | 0               | 18          | \$ 7,920,000.00    | 11.5%          | \$ 910,800.00        | -      | \$ 910,800.00       | 0.160033   | \$ 145,758.06      | \$ 145,699.81                  | 6  | \$ 728,499.06    |                        |
| 2030                   | 0               | 18          | \$ 7,920,000.00    | 11.5%          | \$ 910,800.00        | -      | \$ 910,800.00       | 0.160033   | \$ 145,758.06      | \$ 145,699.81                  | 7  | \$ 874,198.87    |                        |
| 2031                   | 0               | 18          | \$ 7,920,000.00    | 11.5%          | \$ 910,800.00        | -      | \$ 910,800.00       | 0.160033   | \$ 145,758.06      | \$ 145,699.81                  | 8  | \$ 1,019,898.69  |                        |
| 2032                   | 0               | 18          | \$ 7,920,000.00    | 11.5%          | \$ 910,800.00        | -      | \$ 910,800.00       | 0.160033   | \$ 145,758.06      | \$ 145,699.81                  | 9  | \$ 1,165,598.50  |                        |
| 2033                   | 0               | 18          | \$ 7,920,000.00    | 11.5%          | \$ 910,800.00        | -      | \$ 910,800.00       | 0.160033   | \$ 145,758.06      | \$ 145,699.81                  | 10 | \$ 1,311,298.31  |                        |
| 2034                   | 0               | 18          | \$ 7,920,000.00    | 11.5%          | \$ 910,800.00        | -      | \$ 910,800.00       | 0.160033   | \$ 145,758.06      | \$ 145,699.81                  | 11 | \$ 1,456,998.12  |                        |
| 2035                   | 0               | 18          | \$ 7,920,000.00    | 11.5%          | \$ 910,800.00        | -      | \$ 910,800.00       | 0.160033   | \$ 145,758.06      | \$ 145,699.81                  | 12 | \$ 1,602,697.93  |                        |
| 2036                   | 0               | 18          | \$ 7,920,000.00    | 11.5%          | \$ 910,800.00        | -      | \$ 910,800.00       | 0.160033   | \$ 145,758.06      | \$ 145,699.81                  | 13 | \$ 1,748,397.75  |                        |
| 2037                   | 0               | 18          | \$ 7,920,000.00    | 11.5%          | \$ 910,800.00        | -      | \$ 910,800.00       | 0.160033   | \$ 145,758.06      | \$ 145,699.81                  | 14 | \$ 1,894,097.56  |                        |
| 2038                   | 0               | 18          | \$ 7,920,000.00    | 11.5%          | \$ 910,800.00        | -      | \$ 910,800.00       | 0.160033   | \$ 145,758.06      | \$ 145,699.81                  | 15 | \$ 2,039,797.37  |                        |
| 2039                   | 0               | 18          | \$ 7,920,000.00    | 11.5%          | \$ 910,800.00        | -      | \$ 910,800.00       | 0.160033   | \$ 145,758.06      | \$ 145,699.81                  | 16 | \$ 2,185,497.18  |                        |
| 2040                   | 0               | 18          | \$ 7,920,000.00    | 11.5%          | \$ 910,800.00        | -      | \$ 910,800.00       | 0.160033   | \$ 145,758.06      | \$ 145,699.81                  | 17 | \$ 2,331,197.00  |                        |
| 2041                   | 0               | 18          | \$ 7,920,000.00    | 11.5%          | \$ 910,800.00        | -      | \$ 910,800.00       | 0.160033   | \$ 145,758.06      | \$ 145,699.81                  | 18 | \$ 2,476,896.81  |                        |
| 2042                   | 0               | 18          | \$ 7,920,000.00    | 11.5%          | \$ 910,800.00        | -      | \$ 910,800.00       | 0.160033   | \$ 145,758.06      | \$ 145,699.81                  | 19 | \$ 2,622,596.62  |                        |
| 2043                   | 0               | 18          | \$ 7,920,000.00    | 11.5%          | \$ 910,800.00        | -      | \$ 910,800.00       | 0.160033   | \$ 145,758.06      | \$ 145,699.81                  | 20 | \$ 2,768,296.43  |                        |
| 2044                   | 0               | 18          | \$ 7,920,000.00    | 11.5%          | \$ 910,800.00        | -      | \$ 910,800.00       | 0.160033   | \$ 145,758.06      | \$ 145,699.81                  | 21 | \$ 2,913,996.24  |                        |
| 2045                   | 0               | 18          | \$ 7,920,000.00    | 11.5%          | \$ 910,800.00        | -      | \$ 910,800.00       | 0.160033   | \$ 145,758.06      | \$ 145,699.81                  | 22 | \$ 3,059,696.06  |                        |
| 2046                   | 0               | 18          | \$ 7,920,000.00    | 11.5%          | \$ 910,800.00        | -      | \$ 910,800.00       | 0.160033   | \$ 145,758.06      | \$ 145,699.81                  | 23 | \$ 3,205,395.87  |                        |
| 2047                   | 0               | 18          | \$ 7,920,000.00    | 11.5%          | \$ 910,800.00        | -      | \$ 910,800.00       | 0.160033   | \$ 145,758.06      | \$ 145,699.81                  | 24 | \$ 3,351,095.68  |                        |
| 2048                   | 0               | 18          | \$ 7,920,000.00    | 11.5%          | \$ 910,800.00        | -      | \$ 910,800.00       | 0.160033   | \$ 145,758.06      | \$ 145,699.81                  | 25 | \$ 3,496,795.49  |                        |

**EXHIBIT D**

**DEVELOPMENT AGREEMENT**  
**HUNTERS GLEN – PHASE THREE B**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **CITY OF GARDEN CITY, KANSAS**, a Kansas municipal corporation (“CITY”), and **OIKOS DEVELOPMENT CORPORATION**, a Missouri nonprofit corporation (“DEVELOPER”), together collectively referred to as the “Parties”.

**RECITALS**

A. CITY is a city of the first class situated in Finney County, Kansas that is incorporated in accordance with the laws of the State of Kansas and that has a population of less than 60,000.

B. CITY operates and maintains a system of public infrastructure and facilities for the travel of vehicles and pedestrians and the operation of public and private utilities within the corporate limits of Garden City, Kansas.

C. CITY utilizes a program pursuant to the Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 et seq. that is designed to encourage the development of housing within Garden City, Kansas by providing a procedure for developers to recoup eligible expenses related to the implementation of the housing development.

D. DEVELOPER is a private, nonprofit community housing development organization that has acquired certain real property, as more particularly described herein, that is located within the corporate limits of Garden City, Kansas.

E. DEVELOPER intends to develop the property into residential housing units as part of a multi-phase federally-funded public housing development that will be owned and operated by DEVELOPER and will generally consist of multiple family rental dwellings, common areas, and landlord areas.

F. DEVELOPER desires to participate in the housing incentive program for this phase of the housing development in order to recoup a portion of its eligible expenses related to the implementation of this phase, subject to the terms and conditions of this Agreement.

G. CITY desires to allow DEVELOPER to participate in the housing incentive program for this phase of the development in order to encourage the development of housing within Garden City, Kansas and in exchange for DEVELOPER agreeing to construct and install certain infrastructure improvements, to adhere to a certain procedure for the recoupment of eligible expenses, to comply with the Code of Ordinances of the City of Garden City, Kansas and any regulations, rules, policies, and specifications of CITY, to comply with certain supplemental provisions of such code, regulations, rules, policies, and specifications, and to otherwise be subject to the terms and conditions of this Agreement.

H. CITY and DEVELOPER desire to enter into this Agreement to define and express all of their respective rights, commitments, undertakings, and other obligations with respect to the development of said phase in relation to the Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 et seq.

**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. **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. **Act** means the Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 et seq. This definition shall also apply to the term “Rural Housing Incentive District”.
- b. **Code** means the Code of Ordinances of the City of Garden City, Kansas.
- c. **Governing Body** means the City Commission of the City of Garden City, Kansas.
- d. **Reinvestment Housing Incentive District** means a reinvestment housing incentive district pursuant to the Act. This definition shall also apply to the term “Rural Housing Incentive District”.
- f. **Subdivision Regulations** means the Subdivision Regulations of the City of Garden City, Kansas.
- g. **Substantial Completion** means the stage in the progress of the Public Improvements or Private Improvements when the work or designated portions thereof is sufficiently complete in accordance with the Infrastructure Plans or Electrical Plans, excepting all punch list items so that such infrastructure can be occupied or utilized for its intended purposes.

2. **PROPERTY.** The real property subject to this Agreement is generally located to the North of Valley View Cemetery and West of North 3<sup>rd</sup> Street in Garden City, Finney County, Kansas and is more particularly described as follows:

A tract of land, surveyed by Ken Parks, PS No. 1289, on 19 September, 2022, in the Southwest and Southeast Quarters of the Northeast Quarter of Section 6, Township 24 South, Range 32 West of the 6<sup>th</sup> P.M., Garden City, Finney County, Kansas, more particularly described as follows: Commencing at the Northeast Corner of Lot 2, Block 1 of Hunters Glen – Phase One being a found ½” R-bar, CPS; thence North 00°59’33” East a distance of 369.78 feet to a found ½” R-bar, CPS; thence North 88°38’02” West a distance of 1,350.80 feet to a found ½” R-bar, CPS; thence South 00°59’28” West a distance of 274.51 feet to the Point of Beginning being a found ½” R-bar, CPS; thence South 00°59’28” West a distance of 95.36 feet to a set ½” R-bar; thence South 46°10’41” West a distance of 28.19 feet to a set ½” R-bar; thence South 00°59’28” West a distance of 50.00 feet to a set ½” R-bar; thence North 88°38’07” West a distance of 96.00 feet to a set ½” R-bar; thence South 00°59’26” West a distance of 227.18 feet to a set ½” R-bar; thence South 00°56’57” East a distance of 50.04 feet to a set ½” R-bar; thence North 88°47’54” West a distance of 531.69 feet to a set ½” R-bar; thence North 00°59’28” East a distance of 163.60 feet to a set ½” R-bar; thence North 88°47’54” West a distance of 149.77 feet to a set ½” R-bar; thence North 00°59’28” East a distance of 95.55 feet to a set ½” R-bar; thence North 46°10’41” East a distance of 28.14 feet to a set ½” R-bar; thence North 01°04’27” East a distance of 50.00 feet to a set ½” R-bar; thence South 88°38’07” East a distance of 79.75 feet to a

[LEGAL DESCRIPTION CONTINUES ON NEXT PAGE]

set ½” R-bar; thence North 00°59’12” East a distance of 113.42 feet to a set ½” R-bar; thence South 88°38’07” East a distance of 579.99 feet to a set ½” R-bar; thence North 00°59’28” East a distance of 1.61 feet to a set ½” R-bar; thence South 88°47’54” East a distance of 116.00 feet to the Point of Beginning, containing an area of 6.45 acres, more or less (“Property”).

3. **FORMATION OF INCENTIVE DISTRICT.** On October 16, 2012, the Governing Body passed and approved Resolution No. 2506-2012 naming Northborough Addition as a proposed Rural Housing Incentive District (“Resolution of Required Findings”). A certified copy of the Resolution of Required Findings was thereafter sent to the Secretary of Commerce of the State of Kansas (“Secretary”) for review and advisement pursuant to subsection (c) of K.S.A. 12-5244. On November 27, 2012, the Secretary advised the Governing Body in writing that the Secretary agreed with each of the findings contained in the Resolution of Required Findings, which thereby authorized the Governing Body to proceed with the establishment of Reinvestment Housing Incentive Districts within the Northborough Addition. On February 20, 2024, the Governing Body passed and approved Resolution No. 3101-2024 that, inter alia, provided notice that a public hearing was to be held on April 1, 2024 at 1:15 p.m. in the City Commission Chambers of the City Administrative Center located at 301 North 8<sup>th</sup> Street in Garden City, Kansas, wherein the Governing Body was to consider the designation of the Property as a Reinvestment Housing Incentive District and to consider the adoption of a plan for the development of housing and public facilities within the Property (“Public Hearing Resolution”). A public hearing was held on April 1, 2024 and, upon and considering the information and public comments received at said hearing, the Governing Body passed and approved Ordinance No. \_\_\_\_\_ (“RHID Ordinance”). The RHID Ordinance established the Property as a Reinvestment Housing Incentive District to go by the name of Hunters Glen – Phase Three B (“District”) and adopted a plan, to which this Agreement is an exhibit, for the development of housing and public facilities within the District (“Development Plan”). Each resolution and ordinance referenced by this Paragraph, including all exhibits thereto, are hereby incorporated by reference as if fully set forth herein.

4. **COMPLIANCE WITH THE ACT.** DEVELOPER acknowledges and agrees that it has been provided with an adequate opportunity to review the terms and conditions of this Agreement and the Resolution of Required Findings, the Public Hearing Resolution, the proceedings of the public hearing, and the RHID Ordinance, including all exhibits thereto. DEVELOPER and CITY acknowledge and agree that the Agreement and the Resolution of Required Findings, the Public Hearing Resolution, the proceedings of the public hearing, and the RHID Ordinance, including all exhibits thereto, are in compliance with the Act.

5. **CONCEPTUAL SITE PLAN; MATERIAL CHANGE.** DEVELOPER submitted to CITY, and CITY has approved, a certain conceptual site plan depicting the conceptual program for the construction of the Housing Facilities, Public Improvements, and Private Improvements, which is attached as **Exhibit B to the Development Plan** to which this Agreement is an exhibit (“Conceptual Site Plan”). The Conceptual Site Plan is hereby incorporated by reference as if fully set forth herein. DEVELOPER shall not engage in any activity in contradiction to the Conceptual Site Plan that would constitute a Material Change unless: (a) DEVELOPER has provided written notification of such material change to CITY at least thirty (30) days prior to engaging in any such activity; and (b) CITY has consented in writing to such material change. CITY shall not unreasonably withhold any such consent. For the purposes of this paragraph, the term “Material Change” shall mean any change to the Conceptual Site Plan that: (i) significantly affects the nature of the Public Improvements; (ii) significantly affects the number of Housing Facilities; or (iii) results in an increase or decrease to the cost of the Public Improvements or Private Improvements in the amount of twenty-five thousand dollars (\$25,000) or more.

6. **DESIGN CRITERIA.** Any plan, drawing, or other document that is referenced in Sections 70-2:1.060 or 70-2:7.130 of the Subdivisions Regulations and that is related to the Public Improvements, Private Improvements, or Housing Facilities, including, but not limited to, any construction plans, shall conform with the following:

- a. **COMPLIANCE WITH ORDINANCES, LAWS, & REGULATIONS.** DEVELOPER shall be responsible to have the Public Improvements and Private Improvements designed in conformity with all applicable local, state, and federal ordinances, laws, and regulations and any design criteria appropriate for the project, including, but not limited to, the following:
  - i. General Improvements Handbook of CITY, as the same is in effect as of the Effective Date of this Agreement;
  - ii. Appendix A – SS-1 Standard Wastewater Specifications of the General Improvements Handbook of CITY, as the same is in effect as of the Effective Date of this Agreement;
  - iii. Appendix A – W-1 Standard Water Specifications of the General Improvements Handbook of CITY, as the same is in effect as of the Effective Date of this Agreement;
  - iv. Erosion and Sediment Control Guidelines and Specifications pursuant to Chapter 38, Article VI of the Code, including, but not limited to, the to the Erosion & Sediment Control Manual, as adopted and incorporated by reference in Code Section 38-160;
  - v. Post Construction Stormwater Guidelines and Specifications pursuant to Chapter 38, Article VII of the Code, including, but not limited to, the Post-Construction Stormwater Manual, as adopted and incorporated by reference in Code Section 38-190;
  - vi. Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way of the United States Access Board, as the same is in effect as of the Effective Date of this Agreement unless application of the current version is required by law;
  - vii. Public Rights-of-Way Accessibility Guidelines (PROWAG) of the United States Access Board, as the same is in effect as of the Effective Date of this Agreement unless application of the current version is required by law;
  - viii. Manual on Uniform Traffic Control Devices (MUTCD) of the Federal Highway Administration, as the same is in effect as of the Effective Date of this Agreement unless application of the current version is required by law;
  - ix. Minimum Design Standards for Public Water Supply of the Kansas Department of Health and Environment (“KDHE”), as the same is in effect as of the Effective Date of this Agreement unless application of the current version is required by law;
  - x. Minimum Standards of Design for Water Pollution of the KDHE, as the same is in effect as of the Effective Date of this Agreement unless application of the current version is required by law; and

xi. Any standard engineering practices.

- b. **RESPONSIBILITY FOR THE ADEQUACY OF DESIGN.** DEVELOPER shall be responsible for, and shall require any design professional retained thereby to be responsible for, the adequacy and accuracy of any such plans, drawings, and documents. Any review of such plans, drawings, or documents performed by CITY, including any of its employees, consultants, or agents, is not intended to be and shall not be construed as CITY undertaking or otherwise assuming any duty of DEVELOPER or its design professional to provide adequate and accurate plans, drawings, and documents pursuant to this subparagraph or to ensure that any such plans, drawings, and documents conform with all applicable ordinances, laws, and regulations and any design criteria pursuant to Subparagraph (a) of this paragraph, Compliance with Ordinances, Laws, & Regulations, herein. CITY, and any of its employees, consultants, and agents, make no representation, express warranty, or implied warranty to any person, corporation, company, association, firm, partnership, business trust, estate, joint venture, cooperative, or any legal or commercial entity concerning the adequacy or accuracy of any such plans, drawings, or documents or any other work performed by any design professional of DEVELOPER. In the event that CITY, or any of its employees, consultants, or agents, reviews or approves any such plan, drawing, or document that does not conform with Subparagraphs (a) or (b), Compliance with Ordinances, Laws, & Regulations and Responsibility for the Adequacy of Design, respectively, herein, any such review or approval shall not constitute a waiver by CITY of any requirement under such subparagraphs, unless expressly waived in writing by CITY. Nothing in this Agreement shall limit any immunity or rights of CITY under the Kansas Torts Claims Act. The provisions of this paragraph shall survive any termination or expiration of this Agreement.

7. **INSPECTION OF DOCUMENTS.** Upon request by CITY, DEVELOPER shall allow CITY and any of its employees, contractors, and agents to inspect, upon request, all architectural, engineering, demolition, construction, and other contracts and documents pertaining to the construction of the Public Improvements, Private Improvements, and Housing Facilities as CITY determines is reasonable and necessary to verify the compliance of DEVELOPER with the terms of this Agreement.

8. **INFRASTRUCTURE PLANS.** DEVELOPER has submitted to CITY for review a certain set of infrastructure plans, prepared by a licensed professional engineer, specifying the plans and specifications for the Public Improvements and Private Improvements and, upon stamping or signed approval by CITY, the final version of such plans shall be binding upon DEVELOPER (“Infrastructure Plans”). The Infrastructure Plans are hereby incorporated by reference as if fully set forth herein. DEVELOPER shall not engage in any activity in contradiction to the Infrastructure Plans that would constitute any change to any Public Improvement or Private Improvement as shown on the Infrastructure Plans unless: (a) DEVELOPER has provided written notification of such change to CITY at least thirty (30) days prior to engaging in any such activity; and (b) CITY has consented to such change by stamping or approving by signature an amendment to the affected portion of the Infrastructure Plans.

9. **ELECTRICAL PLANS.** CITY has approved a certain set of electrical plans, prepared by the Electric Division of the Public Works & Utilities Department of CITY, specifying the plans and specifications for the Public Improvements relating to the provision of electrical service to the District by the municipal electric distribution system of CITY, which are attached hereto as **Exhibit 1** (“Electrical Plans”). The Electrical Plans are hereby incorporated by reference as if fully set forth herein. DEVELOPER shall not engage in any activity in that would interfere, obstruct, or change any Public Improvement as shown on the Electrical Plans.

10. **EROSION CONTROL.** The Parties agree that any erosion control in support of the District shall be conducted as set forth in this paragraph.

- a. **OBTAINING PLAN & PERMIT.** Prior to the commencement of construction of any Public Improvements or Private Improvements, DEVELOPER shall: (a) obtain approval from the Kansas Department of Health and Environment (“KDHE”) for Stormwater Pollution Prevention Plan (“SWP2 Plan”); and (b) obtain an authorization to discharge stormwater runoff from KDHE pursuant to an approved Notice of Intent for Authorization to Discharge Stormwater Runoff from Construction Activities under the Kansas Water Pollution Control and National Pollutant Discharge Elimination System Stormwater Runoff from Construction Activities General Permit (“Authorization to Discharge”). In addition thereto, DEVELOPER shall ensure that the waterline work for the District is included within the scope of the “larger common plan of development” for the Authorization to Discharge.
- b. **MAINTAINING PLAN & PERMIT.** DEVELOPER shall ensure that the SWP2 Plan and the Authorization to Discharge that are issued to DEVELOPER pursuant to Subparagraph (a) of this paragraph remain active and valid prior to and during construction of the Public Improvements and Private Improvements. DEVELOPER shall amend the SWP2 Plan as necessary to comply with any requirements of KDHE prior to and during construction of any Public Improvements or Private Improvements.
- c. **IMPLEMENTING PLAN & PERMIT.** Prior to and during construction of the Public Improvements and Private Improvements, DEVELOPER shall comply with any and all provisions, conditions, requirements, limits, and certifications related to the Kansas Water Pollution Control and National Pollutant Discharge Elimination System Stormwater Runoff from Construction Activities General Permit, the SWP2 Plan, the Authorization to Discharge, and any other requirements of the KDHE, including, but not limited to, implementing and maintaining any Best Management Practices (“BMP’s”) on or along any areas of the District, except as may be made the responsibility of CITY pursuant to Subparagraph vii of Paragraph 14, Public Improvements, herein. DEVELOPER shall be responsible for any repairs to the erosion control measures, pursuant to the SWP2 Plan, that are put in place by DEVELOPER and that are necessary for the installation of any Public Improvements or Private Improvements.

11. **ACQUISITION OF PROPERTY INTERESTS AND PERMITS.** DEVELOPER shall be responsible for acquiring property interests and permits for the location or construction of the Public Improvements and Private Improvements as set forth in this paragraph.

- a. **ACQUISITION OF EASEMENTS.** DEVELOPER shall be responsible for acquiring, at its sole cost and expense, any right-of-way, easement, or other property interest that is required by CITY for the location or construction of any Public Improvement or Private Improvement. The costs of any such acquisition shall be subject to reimbursement as Project Costs. CITY shall provide reasonable cooperation and assistance to DEVELOPER in order to support DEVELOPER in acquiring any such property interests.
- b. **PERMITS.** DEVELOPER shall be responsible for acquiring, at its sole cost and expense, any permit that is required by CITY for the construction of any Public Improvement or Private Improvement. The costs of any such permit shall be subject to reimbursement

as Project Costs. CITY shall provide reasonable cooperation and assistance to DEVELOPER in order to support DEVELOPER in acquiring any such permit and CITY shall not unreasonably withhold the granting of any such permit.

12. **INSURANCE.** The Parties acknowledge and agree that DEVELOPER shall, at its own cost, secure, file, and maintain insurance coverage in relation to Public Improvements and Private Improvements as set forth in this Paragraph.

a. **COVERAGE REQUIREMENTS.** The insurance coverage required of DEVELOPER shall be as follows and shall herein be collectively referred to as “Insurance Coverage”:

i. **BUILDER’S RISK INSURANCE.** DEVELOPER shall secure and file with the City Clerk, or any designee thereof a certificate of insurance providing for builder’s risk insurance coverage. Any such insurance shall be in builder’s risk completed value form, including coverage available on the so-called “all-risk” non-reporting form of policy, for an amount equal to one hundred percent (100%) of the insurable replacement value of the Public Improvements and Private Improvements as of the date of completion. Any such insurance shall contain an agreement for the insurer to give not less than thirty (30) days advance written notice to CITY in the event of cancellation of such policy or change affecting the coverage thereunder. Any such insurance shall be written by a company that is licensed to provide insurance in the State of Kansas, is in good standing with the Kansas Insurance Department, is rated with a Financial Strength Rating of not less than A- according to the most current version of “Best’s Insurance Reports” published by A.M. Best Company, Inc., and is otherwise acceptable to the City. Any such insurance shall name the City as an additional insured.

ii. **COMPREHENSIVE GENERAL LIABILITY INSURANCE.** DEVELOPER shall secure and file with the City Clerk, or any designee thereof a certificate of insurance providing for comprehensive general liability insurance coverage, together with an owner’s contractor’s policy, including contractual liability insurance, bodily injury, and property damage insurance coverage, in an amount not less \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate. Any such insurance shall cover all operations of DEVELOPER and any of its contractors and subcontractors performing the work in relation to the Public Improvements and Private Improvements, including, but not limited to, any completed operations. The coverage limits of any such insurance may be met by securing and filing an umbrella/excess liability insurance policy. Any such insurance shall be written by a company that is licensed to provide insurance in the State of Kansas, is in good standing with the Kansas Insurance Department, is rated with a Financial Strength Rating of not less than A- according to the most current version of “Best’s Insurance Reports” published by A.M. Best Company, Inc., and is otherwise acceptable to the City. Any such insurance shall name the City as an additional insured.

iii. **WORKERS COMPENSATION INSURANCE.** DEVELOPER shall secure and file with the City Clerk, or any designee thereof a certificate of insurance providing for workers compensation coverage for each and every employee of DEVELOPER and any of its contractors who perform work in relation to the Public Improvements and Private Improvements. The policy for any such insurance coverage shall be in accordance with the laws of the State of Kansas.

- b. **DURATION OF COVERAGE.** DEVELOPER shall maintain the Insurance Coverage in full force and effect for the duration of the construction of the Public Improvements and Private Improvements. DEVELOPER shall ensure that the Insurance Coverage continues to comply with all provisions of this paragraph for the duration of the construction of the Public Improvements and Private Improvements.
  - c. **CONTROLLING TERMS AND CONDITIONS.** The Insurance Coverage shall be subject to the approval of CITY, in its sole discretion, and CITY may require any additional terms and conditions that it deems necessary to protect its interests and may require the removal of any terms or conditions that it deems against its interests.
  - d. **PERIODIC PROOF OF PREMIUM PAYMENTS.** At the request of CITY, DEVELOPER shall furnish CITY with proof of payment of any premiums for the Insurance Coverage.
  - e. **CONTRACTOR PURCHASED INSURANCE.** DEVELOPER may satisfy the Insurance Coverage by filing a certificate of insurance that has been secured by one of its contractors, but only upon the condition that any such insurance complies with each and every applicable provision of this paragraph. Notwithstanding the foregoing, the Insurance Coverage secured by a contractor of DEVELOPER pursuant to this subparagraph shall only be required to be maintained for the duration of such contractor's work on the Public Improvements or Private Improvements, as the case may be, and, in the event that such contractor's work is completed prior to completion of such work, DEVELOPER shall secure and file Insurance Coverage that is effective as of the date that the contractor's insurance is terminated.
  - f. **REIMBURSEMENT AS PROJECT COSTS.** The costs of any the Insurance Coverage shall be subject to reimbursement as Project Costs, except for any amounts paid by a contractor as set forth in Subparagraph (e) of this paragraph.
13. **SUBDIVISION REGULATIONS NOT AFFECTED.** The provisions of the Subdivision Regulations shall remain in effect and shall apply to the District, notwithstanding this Agreement, unless any such provision is expressly amended, changed, deleted, added to, or supplemented by this Agreement. DEVELOPER shall comply with the Subdivision Regulations, subject to any such amendment, change, deletion, addition, or supplementation. Nothing in this Agreement shall be construed to in any way limit, bar, or waive any right, authority, or ability of CITY to enforce any provision of the Subdivision Regulations that is not expressly amended, changed, deleted, added to, or supplemented in this Agreement.
14. **PUBLIC IMPROVEMENTS.** This paragraph shall govern the public infrastructure improvements that are intended to support the Housing Facilities and that are subject to being owned, operated, and maintained by CITY upon its acceptance for purposes of title and maintenance pursuant to Paragraph 21, Acceptance of Construction, herein. Any such public infrastructure improvements shall be collectively referred to herein as "Public Improvements" or "Public Improvement". Nothing in this paragraph shall be construed to limit, waive, or the application of any other provision of this Agreement unless such limitation is expressly stated in this paragraph. Failure of DEVELOPER to comply any provision of this paragraph shall constitute a breach of this Agreement and, in addition to any other remedies, shall authorize CITY to issue a stop work order for any work in violation thereof and to cease the use or operation of any infrastructure in violation.

- a. **SPECIFIC PUBLIC IMPROVEMENTS.** Each of the following infrastructure improvements shall constitute Public Improvements:
- i. **SANITARY SEWER.**
- A. **INFRASTRUCTURE.** DEVELOPER shall install all eight-inch (8”) sewer mains required by the Infrastructure Plans, together with any appurtenance or ancillary component related thereto. In addition thereto, DEVELOPER shall install all service lines required by the Infrastructure Plans, which run from the sewer main to the boundary line of each lot or parcel of land within the District that is to be connected to the municipal sanitary sewer collection system of CITY. Any such infrastructure shall be installed at the locations designated in the Infrastructure Plans.
- B. **ADDITIONAL REQUIREMENTS OR SPECIFICATIONS.** Any such infrastructure shall comply with any additional requirements or specifications of the City Engineer, the Director of Public Works & Utilities of CITY, and the KDHE. Any such infrastructure shall comply with Appendix A – SS-1 Standard Wastewater Specifications of the General Improvements Handbook of CITY, as the same is in effect as of the Effective Date of this Agreement. DEVELOPER shall conduct mandrel testing on the sewer mains as required by CITY. Upon the completion of such testing, CITY will conduct a CCTV sewer inspection of the sewer mains to ensure proper installation. DEVELOPER shall remove any debris and make any necessary repairs to sewer mains that are identified by CITY following the conclusion of the CCTV sewer inspection.
- C. **PAYMENT REQUIRED.** DEVELOPER shall pay the tap fees for sanitary sewer at the time that building permits are issued for construction of the Housing Facilities.
- ii. **WATER.**
- A. **INFRASTRUCTURE.** DEVELOPER shall install eight-inch (8”) water mains, including any looping, required by the Infrastructure Plans, together with any appurtenance or ancillary component related thereto. Any such infrastructure shall be installed at the locations designated in the Infrastructure Plans.
- B. **ADDITIONAL REQUIREMENTS OR SPECIFICATIONS.** Any such infrastructure shall meet any additional requirements or specifications of the City Engineer, the Director of Public Works & Utilities of CITY, and the KDHE. If necessary, CITY shall be responsible for any cost differential in regards to the water mains. Any such infrastructure shall comply with Appendix A – W-1 Standard Water Specifications of the General Improvements Handbook of CITY, as the same is in effect as of the Effective Date of this Agreement.
- C. **PAYMENT REQUIRED.** DEVELOPER shall pay the tap fees for water at the time that building permits are issued for construction of the Housing Facilities.
- iii. **ELECTRIC.**
- A. **INFRASTRUCTURE.** CITY shall install any infrastructure and equipment, together with any appurtenance or ancillary component related thereto, that is required to expand the municipal electric distribution system of CITY to the District

pursuant to the Electrical Plans. CITY shall have no obligation to install such infrastructure until such time that DEVELOPER submits a certification that the District is within six-inches (6”) of the final grade. DEVELOPER shall furnish and install any underground conduit for any service line that is required by the Electrical Plans, but only for those portions running from the power source of CITY to any structures within the District. The size of any such conduit shall be determined in the sole discretion of the Director of Public Works & Utilities of CITY, or any designee thereof. CITY shall provide all wire for any service line that is required by the Electrical Plans and, further, shall install any such service lines from the power source of CITY to any structures within the District. In the event that DEVELOPER desires temporary power for construction activities, DEVELOPER shall be responsible for setting all temporary pedestals and to provide any wiring necessary to connect to the power source of CITY and, as such, CITY shall have no obligation to provide to provide any of the same. Any such infrastructure shall be installed at the locations designated in the Electrical Plans.

- B. **ADDITIONAL REQUIREMENTS OR SPECIFICATIONS.** DEVELOPER shall be responsible for the mounting of any meter sockets to any structures within the District. CITY shall provide the necessary meter sockets to DEVELOPER after the electrical permit has been issued by the Neighborhood & Development Services department of CITY.
- C. **PAYMENT REQUIRED.** The estimated cost of such infrastructure shall be \$164,163.10. DEVELOPER shall pay this amount, in total, at the time that the first building permit is issued for construction of the Housing Facilities. In the event that the actual cost of such infrastructure exceeds the amount paid by DEVELOPER as an advance payment of estimated cost, DEVELOPER shall pay CITY for the difference in such cost. In the event that the actual cost of such infrastructure is less than the amount paid by DEVELOPER as an advance payment of estimated cost, CITY shall refund DEVELOPER for the difference in such cost.

iv. **STREET LIGHTS.**

- A. **INFRASTRUCTURE.** CITY shall install four (4) street lights, together with any appurtenance or ancillary component related thereto. Any such infrastructure shall be installed at the locations designated in the Infrastructure Plans, in the Electrical Plans, or by the Director of Public Works & Utilities of CITY, or any designee thereof.
- B. **ADDITIONAL REQUIREMENTS OR SPECIFICATIONS.** From the time of installation of the street lights to the time that the Public Improvements are accepted for purposes of title and maintenance pursuant to Paragraph 21, Acceptance of Construction, herein, DEVELOPER shall pay to CITY the cost to replace any street light that is in need of replacement due to any damage or theft. From and after the time that the Public Improvements are accepted for purposes of title and maintenance pursuant to Paragraph 21, Acceptance of Construction, herein, CITY shall be responsible for the replacement of any street lights that are in need of replacement due to any damage or theft.

- C. **PAYMENT REQUIRED.** The estimated cost of such infrastructure shall be \$9,822.88. DEVELOPER shall this amount, in total, at the time that a permit is issued for construction.
- v. **SIDEWALKS.**
- A. **INFRASTRUCTURE.** DEVELOPER shall construct, as required by CITY, any and all of the following pedestrian infrastructure that is required by the Subdivision Regulations or otherwise required by the City Engineer: (a) sidewalk ramps and landings; (b) sidewalks not located along platted streets; (c) sidewalks located along platted streets; and (d) sidewalks located along all platted tracts.
- B. **ADDITIONAL REQUIREMENTS OR SPECIFICATIONS.** Any such infrastructure shall comply with Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way of the United States Access Board, as the same is in effect as of the Effective Date of this Agreement unless application of the current version is required by law. DEVELOPER shall construct any such sidewalks, ramp, and landings prior to the time that the Public Improvements are accepted for purposes of title and maintenance pursuant to Paragraph 21, Acceptance of Construction, herein. Notwithstanding the foregoing, DEVELOPER shall have the option to construct the sidewalks located along platted streets as a condition of any building permit issued for construction of the Housing Facilities.
- C. **PAYMENT REQUIRED.** [THIS SUBPARAGRAPH HAS BEEN INTENTIONALLY LEFT BLANK]
- vi. **STREET SIGNS.**
- A. **INFRASTRUCTURE.** CITY shall order and install street name signs for the public streets within the District.
- B. **ADDITIONAL REQUIREMENTS OR SPECIFICATIONS.** From the time of installation of the street signs to the time that the one-year maintenance period of the maintenance bond has expired, DEVELOPER shall pay to CITY the cost to replace any street sign that is in need of replacement due to any damage or theft. From and after the time that the one-year maintenance period of the maintenance bond has expired, CITY shall be responsible for the replacement of any street signs that are in need of replacement due to any damage or theft.
- C. **PAYMENT REQUIRED.** The estimated cost of such infrastructure shall be \$1,400.00, which is calculated at \$280.00 per installation. DEVELOPER shall this amount, in total, at the time that a permit is issued for construction.
- vii. **STORM WATER DRAINAGE & EROSION CONTROL.**
- A. **INFRASTRUCTURE.** DEVELOPER shall construct, reconstruct, and install any stormwater drainage and erosion control infrastructure and improvements required by: (1) Paragraph 10, Erosion Control, herein; (2) the Erosion and Sediment Control Guidelines and Specifications pursuant to Chapter 38, Article VI of the Code, including, but not limited to, the to the Erosion & Sediment Control Manual, as adopted and incorporated by reference in Code

Section 38-160; and (3) the Post Construction Stormwater Guidelines and Specifications pursuant to Chapter 38, Article VII of the Code, including, but not limited to, the Post-Construction Stormwater Manual, as adopted and incorporated by reference in Code Section 38-190. Any such infrastructure improvements shall be considered as Public Improvements only to the extent that CITY expressly agrees to maintain such infrastructure improvements.

B. **ADDITIONAL REQUIREMENTS OR SPECIFICATIONS.** Any such infrastructure shall comply with: (1) any and all provisions, conditions, requirements, limits, and certifications related to the Kansas Water Pollution Control and National Pollutant Discharge Elimination System Stormwater Runoff from Construction Activities General Permit; (2) the SWP2 Plan; (3) the Authorization to Discharge; (3) any other requirements of the KDHE, including, but not limited to, implementing and maintaining any BMP's on or along any areas of the District; (4) the Erosion and Sediment Control Guidelines and Specifications pursuant to Chapter 38, Article VI of the Code, including, but not limited to, the Erosion & Sediment Control Manual, as adopted and incorporated by reference in Code Section 38-160, as the same is in effect as of the Effective Date of this Agreement; and (5) the Post Construction Stormwater Guidelines and Specifications pursuant to Chapter 38, Article VII of the Code, including, but not limited to, the Post-Construction Stormwater Manual, as adopted and incorporated by reference in Code Section 38-190, as the same is in effect as of the Effective Date of this Agreement.

C. **PAYMENT REQUIRED.** [THIS SUBPARAGRAPH HAS BEEN INTENTIONALLY LEFT BLANK]

viii. **PARKS, OPEN SPACE, AND RECREATION AREAS.**

A. **INFRASTRUCTURE.** [THIS SUBPARAGRAPH HAS BEEN INTENTIONALLY LEFT BLANK]

B. **ADDITIONAL REQUIREMENTS OR SPECIFICATIONS.** [THIS SUBPARAGRAPH HAS BEEN INTENTIONALLY LEFT BLANK]

C. **PAYMENT REQUIRED.** [THIS SUBPARAGRAPH HAS BEEN INTENTIONALLY LEFT BLANK]

b. **CATCH-ALL.** DEVELOPER shall construct, reconstruct, or install any additional or different infrastructure improvements, together with any equipment, appurtenance, or ancillary component, that is not otherwise specified in this paragraph, that will be subject to being owned, operated, and maintained by CITY upon its acceptance for purposes of title and maintenance pursuant to Paragraph 21, Acceptance of Construction, herein, and that is: (1) intended to be used for the use and enjoyment of the general public; (2) required by CITY pursuant to the Subdivision Regulations; (3) required by CITY to accomplish the purpose of the Infrastructure Plans; or (4) required by CITY to provide for the extension or operation of any CITY operated utility or utilities to or within the District, including, but not limited to, electric, water, sanitary sewer, and storm sewer.

- c. **USE OF CONTRACTORS.** DEVELOPER may hire one or more licensed contractors to undertake the construction, reconstruction, or installation of any Public Improvement that DEVELOPER is required to construct, reconstruct, or install pursuant to this paragraph and, in such event, DEVELOPER shall ensure that any such contractor complies with the provisions of this Agreement.
- d. **COSTS.** The costs associated with the construction of the Public Improvements, including, but not limited to, any costs or fees expressly set forth by this paragraph, shall be the sole cost and expense of DEVELOPER unless otherwise stated in this paragraph. Any such costs shall be subject to reimbursement as Project Costs.
- e. **CONSTRUCTION COMPLIANCE.** The Public Improvements shall comply with and shall be constructed in compliance with: (i) the Infrastructure Plans; (ii) the General Improvements Handbook of CITY, including all appendices, as the same is in effect as of the Effective Date of this Agreement; (iii) any applicable provisions of any ordinance, law, regulation, rule, or policy of any local, state, or federal government, or agency thereof, as the same is in effect as of the Effective Date of this Agreement, including, but not limited to, the Code, unless application of the current version is required by law; and (iv) any additional requirements or specifications respectively set forth in this paragraph for any particular Public Improvement. Any Public Infrastructure constructed, reconstructed, or installed by DEVELOPER or one of its contractors shall be constructed, reconstructed, or installed in a good and workmanlike manner.

15. **PRIVATE IMPROVEMENTS.** This paragraph shall govern the private infrastructure improvements that are intended to support the Housing Facilities, are not subject to being owned, operated, and maintained by CITY upon its acceptance for purposes of title and maintenance pursuant to Paragraph 21, Acceptance of Construction, herein, and are not designated as Public Improvements pursuant to Paragraph 14, Public Improvements, herein. Any such private infrastructure improvements shall be collectively referred to herein as “Private Improvements” or “Private Improvement”. Nothing in this paragraph shall be construed to limit, waive, or the application of any other provision of this Agreement unless such limitation is expressly stated in this paragraph. Failure of DEVELOPER to comply any provision of this paragraph shall constitute a breach of this Agreement and, in addition to any other remedies, shall authorize CITY to issue a stop work order for any work in violation thereof and to cease the use or operation of any infrastructure in violation.

- a. **SPECIFIC PRIVATE IMPROVEMENTS.** Each of the following infrastructure improvements shall constitute Private Improvements:
  - i. **PARKS.** DEVELOPER shall have the option to install one or more parks within the District.
  - ii. **GREEN SPACES.** DEVELOPER shall have the option to install one or more green spaces within the District.
- b. **USE OF CONTRACTORS.** DEVELOPER may hire one or more licensed contractors to undertake the construction, reconstruction, or installation of any Private Improvement that DEVELOPER is required to construct, reconstruct, or install pursuant to this paragraph and, in such event, DEVELOPER shall ensure that any such contractor complies with the provisions of this Agreement.

- c. **COSTS.** The costs associated with the construction of the Private Improvements, including, but not limited to, any costs or fees expressly set forth by this paragraph, shall be the sole cost and expense of DEVELOPER unless otherwise stated in this paragraph. Any such costs shall be subject to reimbursement as Project Costs.
- d. **CONSTRUCTION COMPLIANCE.** The Private Improvements shall comply with and shall be constructed in compliance with: (i) the Infrastructure Plans; (ii) the General Improvements Handbook of CITY, including all appendices, as the same is in effect as of the Effective Date of this Agreement; (iii) any applicable provisions of any ordinance, law, regulation, rule, or policy of any local, state, or federal government, or agency thereof, as the same is in effect as of the Effective Date of this Agreement, including, but not limited to, the Code, unless application of the current version is required by law; and (iv) any additional requirements or specifications respectively set forth in this paragraph for any particular Private Improvement. Any Private Infrastructure constructed, reconstructed, or installed by DEVELOPER or one of its contractors shall be constructed, reconstructed, or installed in a good and workmanlike manner.

16. **HOUSING FACILITIES.** DEVELOPER shall construct or have constructed on its behalf the following housing facilities, which shall be collectively referred to herein as “Housing Facilities” or individually as “Housing Facility”:

- a. Sixteen (16) fourplex buildings valued at approximately \$440,000.00 and made up of thirty-two (32) two-bedroom living units and thirty-two (32) three-bedroom living units, for a total of sixty-four (64) living units altogether; and
- b. Two (2) duplex buildings within the District that are made up of two (2) two-bedroom living units and two (2) three-bedroom living units, for a total of four (4) living units altogether.

17. **COMMENCEMENT OF CONSTRUCTION.** DEVELOPER shall not commence construction of any Public Improvement or Private Improvement until: (a) the issuance of a building permit to DEVELOPER for the construction of each Public Improvement or Private Improvement to be commenced; (b) DEVELOPER complies with the provisions of Subparagraph (a) of Paragraph 10, Erosion Control, herein; and (c) the happening of each and every condition set forth in Section 70-2:7.140.B of the Subdivision Regulations, except as follows:

- a. **EXCEPTION.** Notwithstanding the requirement for DEVELOPER to meet each and every condition set forth in Section 70-2:7.140.B of the Subdivision Regulations prior to commencing construction of any Public Improvement or Private Improvement, DEVELOPER shall be authorized to commence land grading at any time, but only upon the condition that DEVELOPER has been granted any necessary permits and attends any pre-construction meeting that may be required by the CITY in relation to land grading. This exception is granted pursuant to the authority set forth in Section 70-2:7.140.C of the Subdivision Regulations.

18. **CONSTRUCTION SCHEDULE.** The Parties agree that the commencement and completion of construction of the Public Improvements, Private Improvements, and Housing Facilities shall be governed by this Paragraph.

- a. **COMMENCEMENT OF LAND GRADING.** DEVELOPER shall commence the land grading required for the Public Improvements, Private Improvements, and Housing Facilities not more than one (1) year after the date that the RHID Ordinance is passed by the

Governing Body. The failure of DEVELOPER to commence land grading within the timeframe specified in this subparagraph, without an approved extension, shall constitute a breach of this Agreement.

- i. **ADMINISTRATIVE EXTENSION.** DEVELOPER may make a request for an administrative extension of the timeframe specified in Subparagraph (a) of this paragraph, Construction Schedule – Commencement of Land Grading, herein. Any request for such administrative extension shall be submitted in writing to the Neighborhood & Development Services department of CITY. The request for any such administrative extension shall be subject to the concurrent approval of the Director of Neighborhood & Development Services and the Director of Public Works & Utilities of the CITY, subject to the following limitations: (i) no such administrative extension shall be granted if any administrative extension has been previously granted pursuant to this subparagraph; and (ii) no such administrative extension shall grant an extension for a period of more than six (6) months from the date of the original timeframe specified in Subparagraph (a) of this paragraph, Construction Schedule – Commencement of Land Grading, herein. The failure of DEVELOPER to substantially complete all land grading within the timeframe of any approved extension, without further approved extension, shall constitute a breach of this Agreement.
- b. **SUBSTANTIAL COMPLETION OF INFRASTRUCTURE IMPROVEMENTS.** DEVELOPER shall substantially complete all Public Improvements and Private Improvements not more than one (1) year after the commencement of land grading pursuant to Subparagraph (a) of this paragraph, Construction Schedule – Commencement of Land Grading, herein, subject to the availability of equipment and materials. The failure of DEVELOPER to substantially complete all Public Improvements and Private Improvements within the timeframe specified in this subparagraph shall constitute a breach of this Agreement.
  - i. **ADMINISTRATIVE EXTENSION.** DEVELOPER may make a request for an administrative extension of either timeframe specified in Subparagraph (b) of this paragraph, Construction Schedule – Substantial Completion of Infrastructure Improvements, herein. Any request for such administrative extension shall be submitted in writing to the Neighborhood & Development Services department of CITY. The request for any such administrative extension shall be subject to the concurrent approval of the Director of Neighborhood & Development Services and the Director of Public Works & Utilities of CITY, subject to the following limitations: (i) no such administrative extension shall be granted if any administrative extension has been previously granted pursuant to this subparagraph; and (ii) no such administrative extension shall grant an extension for a period of more than six (6) months from the date of the original timeframe specified in Subparagraph (b) of this paragraph, Construction Schedule – Substantial Completion of Infrastructure Improvements, herein. The failure of DEVELOPER to substantially complete all Public Improvements and all Private Improvements, as the case may be, within the timeframe of any approved extension, without further approved extension, shall constitute a breach of this Agreement.
- c. **FURTHER EXTENSIONS.** Any further extensions of any timeframes specified in Subparagraphs (a) or (b) of this paragraph, Construction Schedule – Commencement of Land Grading or Construction Schedule – Substantial Completion of Infrastructure Improvements, respectively, herein, beyond any administrative extension set forth

therein, shall be made to and subject to the approval of the Governing Body. The failure of DEVELOPER to comply with any such extension approved by the Governing Body shall constitute a breach of this Agreement, regardless of whether the terms of any such extension state that noncompliance constitutes a breach.

- d. **DILIGENT CONSTRUCTION.** DEVELOPER shall promptly, diligently, and continuously pursue construction of the Public Improvements, Private Improvements, and Housing Facilities to full completion, subject to the availability and delivery of equipment and materials. The failure of DEVELOPER to so promptly, diligently, or continuously pursue shall constitute a breach of this Agreement.

19. **CERTIFICATION OF SUBSTANTIAL COMPLETION.** Promptly after Substantial Completion of the Public Improvements, in accordance with the provisions of this Agreement, DEVELOPER will furnish CITY the Developer's Certification of Substantial Completion form for CITY's review, which is attached hereto as **Exhibit 4** and is hereby incorporated by reference as if fully set forth herein ("Developer's Certification of Substantial Completion"). CITY shall, within thirty (30) days following delivery of the Developer's Certification of Substantial Completion, carry out such inspections as it deems necessary to verify reasonable satisfaction with, and the accuracy of, the certifications contained in each Developer's Certification of Substantial Completion. The Developer's Certification of Substantial Completion shall be deemed accepted by CITY unless, prior to the end of such thirty (30) day period after delivery to CITY of the Developer's Certification of Substantial Completion, CITY furnishes DEVELOPER with specific written objections to the status of the Public Improvements, describing such objections and the measures required to correct such objections in reasonable detail. CITY's acceptance of the Developer's Certification of Substantial Completion shall in no way be construed as CITY's acceptance for purposes of title and maintenance pursuant to Paragraph 21, Acceptance of Construction, herein.

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

21. **ACCEPTANCE OF CONSTRUCTION.** Director of Public Works & Utilities of CITY shall accept all Public Improvements for purposes of title and maintenance after the occurrence of each of the following events: (a) all Public Improvements have been constructed to full completion and in compliance with any specifications or requirements pursuant to Paragraph 14, Public Improvements, herein, as determined in the sole discretion of the Director of Public Works & Utilities of CITY; (b) the Infrastructure Improvements have passed all inspections and testing required by CITY pursuant to Paragraph 20, Inspections and Testing, herein; (c) DEVELOPER has provided and CITY has accepted a maintenance bond pursuant to Paragraph 24, Maintenance Bond, herein; and (d) all lots have been graded in accordance with the Infrastructure Plans. No such acceptance shall be effective unless memorialized in a writing signed by the Director of Public Works & Utilities of CITY. DEVELOPER acknowledges and agrees that, after such acceptance, all right, title, and interest in and to the Public Improvements shall remain that of CITY and that DEVELOPER shall have no right, title, or interest therein.

22. **CERTIFICATE OF OCCUPANCY.** CITY shall have no obligation to issue a certificate of occupancy for any Housing Facility or any other building or other structure within the District until all Public Improvements have been accepted pursuant to Paragraph 21, Acceptance of Construction, herein.

23. **PERFORMANCE BOND.** DEVELOPER shall, at its own cost, guarantee the completion of the Public Improvements, according to any specifications and requirements pursuant to Paragraph 14, Public Improvements, herein, by providing a corporate surety performance bond that: (a) names the

City of Garden City, Kansas as the sole obligee; (b) names DEVELOPER as the principal; (c) does not name any contractor or subcontractor as the principal; (d) is issued by a firm, which is authorized to do business in Kansas and is listed as a certified company on the annual Circular 570 of the United States Department of Treasury; (e) covers the period of time until all Public Improvements have been constructed to full completion and have been constructed in accordance with any and all specifications and requirements pursuant to Paragraph 14, Public Improvements, herein; and (f) has a face value in an amount determined by and approved by the City Engineer in accordance with Subsection B of Section 70-2:7.150 of the Subdivision Regulations. In addition thereto, any such bond shall be subject to or otherwise comply with Subsection C of Section 70-2:7.150, Controlling Terms and Conditions, of the Subdivision Regulations. Notwithstanding the foregoing, DEVELOPER may elect to provide a bond alternative pursuant to Section 70-2:7.170 of the Subdivision Regulations, but only upon the condition that any such bond alternative complies with each provision included or referenced by this paragraph and with any applicable provision of the Subdivision Regulations.

24. **MAINTENANCE BOND.** DEVELOPER shall, at its own cost, guarantee the quality of the Public Improvements by providing a corporate surety maintenance bond that: (a) names the City of Garden City, Kansas as the sole obligee; (b) names DEVELOPER as the principal; (c) does not name any contractor or subcontractor as the principal; (d) is issued by a firm, which is authorized to do business in Kansas and is listed as a certified company on the annual Circular 570 of the United States Department of Treasury; (e) provides for the repair, replacement, or both the repair and replacement of all defects in the Public Improvements due to faulty materials and workmanship that appear within a maintenance period of at least one year from the date that all Public Improvements have been accepted for purposes of title and maintenance pursuant to Paragraph 21, Acceptance of Construction, herein; and (f) has a face value in an amount determined by and approved by the City Engineer in accordance with Subsection B of Section 70-2:7.160 of the Subdivision Regulations. In addition thereto, any such bond shall be subject to or otherwise comply with Subsections C and E of Section 70-2:7.160, Controlling Terms and Conditions and Dual Bond; Duty to Update Bond, respectively, of the Subdivision Regulations. Notwithstanding the foregoing, DEVELOPER may elect to provide a bond alternative pursuant to Section 70-2:7.170 of the Subdivision Regulations, but only upon the condition that any such bond alternative complies with each provision included or referenced by this paragraph and with any applicable provision of the Subdivision Regulations.

25. **PROJECT COSTS.** The Parties agree and acknowledge that any costs that are subject to reimbursement pursuant to this agreement shall be those costs that: (a) are incurred by the DEVELOPER; (b) are related to the Public Improvements or Private Improvements; (c) are included in the cost estimates set forth on **Exhibit 2**, which is attached hereto and is hereby incorporated by reference as if full set forth herein; (d) constitute eligible expenses pursuant to subsection (a) of K.S.A. 12-5249; and (e) are not used for the construction of buildings or other structures to be owned by or to be leased to any developer of a residential housing project within the District, except for buildings or other structures located in a central business district as approved by the Secretary of Commerce, as prohibited by subsection (b) of K.S.A. 12-5249. Any such costs shall be collectively referred to herein as “Project Costs”.

26. **FINANCING OF PUBLIC IMPROVEMENTS.** All costs of the Public Improvements and Private Improvements shall be paid in cash or financed by DEVELOPER, unless otherwise specified in this Agreement. Subject to the terms and conditions of this Agreement, including, but not limited to, Paragraph 28, Reimbursement & Cost Payment Process, herein, CITY agrees to pay to DEVELOPER, in reimbursement of all or a portion of the Project Costs, those amounts paid to CITY pursuant to subsection (b)(2)(A) of K.S.A. 12-5250 for this District. Any such payments shall continue until such time as the Project Costs have been fully reimbursed to DEVELOPER, but not to exceed **twenty-five (25) years** from the date of the establishment of the District as a Reinvestment Housing Incentive District.

27. **CREATION OF THE CITY PROJECT FUND.** The County Treasurer will allocate and pay to CITY any excess real property taxes produced by the District, pursuant to subsection (b)(2)(A) of K.S.A. 12-5250, in order to pay the Project Costs (“RHID Revenue”). CITY shall establish and maintain a separate fund and account known as the Hunters Glen Phase Three B Project Fund to receive funds from any RHID Revenue (“Project Fund”). Any RHID Revenue collected by CITY shall be deposited into the Project Fund. All disbursements from the Project Fund shall be made only to pay the Project Costs allowed under this Agreement. CITY shall have sole control of the disbursements from the Project Fund. Any surplus amounts of RHID Revenue, after all Project Costs have been reimbursed, shall be used as determined by CITY for any purpose authorized by the Reinvestment Housing Incentive District Act and the laws of the State of Kansas.

28. **REIMBURSEMENT & COST PAYMENT PROCESS.**

- a. **REIMBURSEMENT CAP.** DEVELOPER’s reimbursement for the District shall be limited to the costs outlined in **Exhibit 2** and not to exceed **\$3,873,121.60.**
- b. **REIMBURSEMENT REQUESTS.** All requests for reimbursement or payment of Project Costs by DEVELOPER from the City Project Fund, as set forth in Paragraph 27, Creation of the City Project Fund, herein shall be made on a Developer’s Certification of Project Costs form, which is attached hereto as **Exhibit 3** in two (2) pages and is hereby incorporated by reference as if fully set forth herein (“Developer’s Certification of Project Costs”). In lieu of any such Developer’s Certification of Project Costs attached as **Exhibit 3**, the City may require DEVELOPER to use any different or additional form to certify Project Costs and any such form shall have the same force and effect as any Developer’s Certification of Project Costs attached as **Exhibit 3**. Any Developer’s Certification of Project Costs shall be signed by DEVELOPER or its authorized representative. DEVELOPER shall provide itemized invoices, receipts, any lien waivers from vendors, contractors or subcontractors, or other information reasonably requested by CITY to confirm that such costs were incurred, and are Project Costs which, together with previous requests for payments, do not exceed the budgeted amount for the applicable work as shown on **Exhibit 2**. DEVELOPER may submit electronic documentation, provided that original documents are also delivered to the City by mail or delivery. Any Developer’s Certification of Project Costs may be submitted not more frequently than once per month and shall be submitted annually by the 15th of January for any Project Costs that occurred in that particular year. The payment of Project Costs shall occur upon tax distributions from Finney County Treasurer.
- c. **LIMITATIONS.** CITY shall have no liability or responsibility to pay DEVELOPER any amount: (1) that is greater than the amounts received by CITY from the Finney County Treasurer pursuant to subsection (b)(2)(A) of K.S.A. 12-5250; (2) that is not received by CITY from the Finney County Treasurer pursuant to subsection (b)(2)(A) of K.S.A. 12-5250; or (3) that is not requested in accordance with this paragraph. DEVELOPER shall not receive reimbursement for any Project Cost that does not qualify as an eligible expense pursuant to the Reinvestment Housing Incentive District Act or, specifically, that is used for the construction of buildings or other structures to be owned by or to be leased to any developer pursuant to subsection (b) of K.S.A. 12-5349.
- d. **FURTHER INSPECTIONS AUTHORIZED.** CITY reserves the right to have the City Engineer or any other agents or employees of CITY inspect all work in respect of which a Developer’s Certification of Project Costs is submitted, to examine the supporting documentation and others’ records relating to all expenses related to the invoices to be paid to determine that: (1) the request constitutes Project Costs; (2) the expense

was incurred; (3) no Developer Event of Default is outstanding, and no fact or circumstance exists which upon notice and the passage of time, would ripen into a Developer Event of Default; and (4) there is no fraud on the part of DEVELOPER. CITY may request and obtain from DEVELOPER and other parties such other information as is reasonably necessary for CITY to evaluate compliance with the terms of this Agreement.

- e. **APPROVAL PROCESS.** CITY shall have seven (7) business days after receipt of a Developers' Certification of Project Costs and all other documentation referred to above to review and respond by written notice to DEVELOPER indicating approval of said certification, disapproval of the certification, or documenting any deficiency in the certification. If the submitted Developer's Certification of Project Costs and supporting documentation are acceptable, CITY shall approve any such certification and make, or cause to be made, direct payment of invoices or reimbursement of Project Costs paid by DEVELOPER from the City Project Fund, as set forth in Paragraph 27, Creation of the City Project Fund, herein. If CITY notifies DEVELOPER of any deficiency or of its disapproval of a Developer's Certification of Project Costs, DEVELOPER shall have the opportunity to cure any deficiency or demonstrate that no deficiency exists and respond in writing to CITY. CITY shall notify DEVELOPER within five (5) business days of the receipt of DEVELOPER's response of its acceptance of the response or of any remaining deficiency. If an outstanding deficiency remains, the CITY shall reimburse DEVELOPER for any approved Project Costs described in the certification, minus the disputed amount and the balance of the disputed amount shall carry forward until the deficiency is cured or otherwise resolved.
- f. **INSPECTION OF BOOKS AND RECORDS.** DEVELOPER agrees that, up to one (1) year after a Project Cost is submitted to CITY for reimbursement, with reasonable advance notice and during normal business hours, CITY shall have the right and authority to review, audit, and copy, from time to time, all DEVELOPER's books and records relating to such Project Cost, including, but not limited to, general contractor's sworn statements, general contracts, subcontracts, material purchase orders, waivers of lien, and paid receipts and invoices, which relate to such Project Cost.

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

30. **TERM AND TERMINATION.** This Agreement shall continue from the Effective Date and shall not be terminated by either party, except in the case of termination due to default pursuant to Paragraph 31, Default, herein or in the case of automatic termination as further set forth in this paragraph. Notwithstanding any of the foregoing provisions of this paragraph, the Parties may mutually agree to terminate this Agreement by written instrument signed by both Parties. Upon any termination of this Agreement pursuant to this paragraph, neither party shall have any further responsibility under this Agreement. Notwithstanding any of the foregoing provisions of this paragraph, the termination of this Agreement or any part thereof, by any means, shall not in any way terminate any provisions of this Agreement that, by their sense and context, are intended to survive the expiration or termination of this Agreement and any such provisions shall survive any such termination, including, but not limited to, the provisions of Paragraph 33, Indemnification; Delays, herein and each of its subparagraphs, unless any such provision is expressly stated in the written instrument signed by both Parties terminating this Agreement. This Agreement shall terminate automatically upon the occurrence of either one of the following events:

- a. **EXERCISE OF NULLIFICATION POWERS.** The passage and approval of a resolution pursuant to subsection (c) of K.S.A. 12-5246, which will render the RHID Ordinance null and void, by the Board of Education of Unified School District No. 457, Finney County, State of Kansas, a Kansas unified school district, or by the Board of County Commissioners of Finney County, Kansas, within thirty (30) days from the date of the public hearing set forth in the Public Hearing Resolution, determining that the District will have an adverse effect on such school district or county, respectively. The nullification of the RHID Ordinance pursuant subsection (c) of K.S.A. 12-5246 shall not constitute a default of this Agreement.
- b. **EXPIRATION OF THE DISTRICT.** The expiration of **twenty-five (25) years** from the date that the RHID Ordinance is passed by the Governing Body.

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

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

33. **INDEMNIFICATION; DELAYS.** DEVELOPER for itself and on behalf of its owners, shareholders, members, directors, officers, employees, contractors, agents, representatives, trustees, administrators, parents, affiliates, divisions, subsidiaries, related companies, predecessors, successors, and assigns (“Indemnitor”) shall indemnify, hold harmless, and defend CITY and any of its elected officials, employees, officers, directors, agents, contractors, and subcontractors (“Indemnitee”) from and against any and all costs and expenses, including, but not limited to, reasonable attorney fees and court costs, and all other amounts that any Indemnitee is or may become obligated to pay on account of any and all demands, claims, liabilities, or losses of any third party directly arising, alleged to have arisen out of, been related to, or in any way connected with the acts or omissions, including, but not limited to, any negligent or wrongful acts or omissions, of any Indemnitor in relation to this Agreement, including, but not limited to: (a) any breach of this Agreement by INDEMNITOR; (b) any inadequacy, inaccuracy, or other deficiency of any plans submitted by INDEMNITOR, including, but not limited to, its design professional; (c) any nonconformance of any plans submitted by INDEMNITOR, including, but not limited to, its design professional, with any applicable ordinance, law, or regulation or with any design criteria established thereby or by this Agreement; (d) any invalidity of any plans submitted by INDEMNITOR, including, but not limited to, its design professional, under any applicable ordinance, law, or regulation; (e) any delay or nonconformity in satisfying the provisions of Paragraph 10, **Erosion Control**, herein and each of its subparagraphs, including, but not limited to, delay or nonconformity relating to the SWP2 Plan or the Authorization to Discharge; and (f) any invalidity, unenforceability, illegality, or other deficiency relating to the SWP2 Plan or the Authorization to Discharge. Without limiting any of the foregoing, the provisions of this paragraph shall extend and apply to any delay, invalidity, unenforceability, illegality, or other deficiency that relates to the SWP2 Plan or the Authorization to Discharge and that is directly or indirectly caused

by KDHE, any other agency of the State of Kansas, or any employee or agent thereof. The provisions of this paragraph shall apply regardless of whether such demands, claims, liabilities, or losses are for damages to property or for injury, illness, harm, or death of any person. The provisions of this paragraph shall survive any termination or expiration of this Agreement.

34. **FORCE MAJEURE.** Neither CITY nor DEVELOPER, nor any successor in interests, shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; act of terror; war, pandemic, epidemic, or other national or state declared health emergency; restrictive government regulations; lack of issuance of any permits and/or legal authorization by any governmental entity necessary for DEVELOPER to proceed with construction of the work in relation to the Public Improvements or Private Improvements or any portion thereof, shortage of delay in shipment of material or fuel; acts of God; unusually adverse weather or soil conditions; unforeseen site conditions that render the site economically or physically undevelopable (as a result of additional cost or delay), or any other cause or contingency similarly; or other causes beyond the Parties' reasonable control, including, but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of this Agreement; provided that such event of force majeure shall not be deemed to exist as to any matter initiated or unreasonably sustained by DEVELOPER, and further provided that DEVELOPER notifies CITY in writing within thirty (30) days of the commencement of such claimed event of force majeure.

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

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

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

If to DEVELOPER:                      Michael Snodgrass, President  
   Oikos Development Corporation  
   1712 Main Street, Suite 206  
   Kansas City, Missouri 64108  
   msnodgrass.odc@gmail.com

36. **GENERAL COVENANTS.**

- a. **CHOICE OF LAW.** This Agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- b. **JURISDICTION AND VENUE.** Any legal action to challenge or enforce the terms of the Agreement must be filed in the District Court of Finney County, Kansas. The District Court of the Kansas Judicial Branch sitting in Finney County, Kansas, shall have exclusive jurisdiction over any dispute arising out of or under this Agreement and the Parties acknowledge and agree that venue is proper in this court, for all purposes.
- c. **ATTORNEY FEES.** In the event that CITY takes any legal action to enforce or interpret the terms and conditions of this Agreement, whether through litigation or otherwise, including appeal, and in the event that CITY is a prevailing party, DEVELOPER shall be responsible for and shall pay all costs and expenses of CITY, including, but not limited to, reasonable attorney fees, court costs, and expert witness fees.
- d. **WAIVER.** The rights and remedies of CITY under this Agreement, as well as those provided by law, shall be cumulative, and none shall be exclusive of any other rights or remedies. A waiver by CITY of any breach or default of DEVELOPER shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default.
- e. **CUMULATIVE REMEDIES.** All rights and remedies provided in this Agreement, as well as those provided by law or equity, are cumulative and not exclusive of any other rights or remedies, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, by ordinance, by resolution, or otherwise.
- f. **MODIFICATIONS.** This Agreement shall not be modified, amended, or changed except by written agreement signed by each Party to this Agreement.
- g. **ASSIGNMENT.** The Parties acknowledge and agree that any assignments shall be governed by this Paragraph.
  - i. All or any part of the Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of DEVELOPER named herein or any successors in interest under this Agreement or any part hereof may be assigned at any time before, during or after completion of the Public Improvements and Private Improvements, whereupon the Party disposing of its interest in such property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although prior to Substantial Completion of the Public Improvements and Private Improvements to such Property so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement); provided, however, that the buyer, transferee, or assignee shall be financially solvent as demonstrated to CITY.
  - ii. Until Substantial Completion of the Public Improvements and Private Improvements have occurred, the obligations of DEVELOPER under this Agreement may not be assigned in whole or in part without the prior written approval of CITY, which approval shall not be unreasonably withheld, conditioned, or delayed upon a reasonable demonstration by DEVELOPER of the proposed

assignee's experience and financial capability to undertake and complete all portions of the work with respect to the Public Improvements and Private Improvements, all in accordance with this Agreement. Notwithstanding the foregoing, DEVELOPER may be permitted to subcontract the construction of any portion of the Public Improvements or Private Improvements without the consent of CITY as long as DEVELOPER remains liable therefore hereunder. Notwithstanding anything herein to the contrary, CITY hereby approves, and no prior consent shall be required in connection with: (a) the right of DEVELOPER to encumber or collaterally assign its interest in the Property or any portion thereof or any interest in the Agreement to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Project Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment; (b) the right of DEVELOPER to assign DEVELOPER's rights, duties and obligations under the Agreement to a Related Party; or (c) the right of DEVELOPER to sell or lease individual portions of the Property in the ordinary course of the development of the Public Improvements, Private Improvements, or Housing Facilities; provided that in each such event DEVELOPER named herein shall remain liable hereunder for the Substantial Completion of the Public Improvements and Private Improvements, and shall be released from such liability hereunder only upon Substantial Completion of the Public Improvements and Private Improvements.

- h. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties, their respective successors and permitted assigns.
- i. **COMPLETE UNDERSTANDING; PRIOR AGREEMENTS.** This Agreement represents the complete understanding between CITY and DEVELOPER as to the subject matter hereof. No inducements, representations, understandings, or agreements, whether oral or written, have been made or relied upon in the making of this Agreement, except those specifically set forth in this Agreement. This Agreement supersedes and terminates all prior written or oral negotiations, representations, warranties, statements, agreements, addendums to any agreements, and modifications to any agreements between CITY and DEVELOPER concerning the subject matter of this Agreement.
- j. **SEVERABILITY.** If one or more parts or provisions of this Agreement are found or held unenforceable, void, illegal, or in any way invalid, any such part or provision shall be deemed to be severable from this Agreement and shall in no way affect the validity of the remaining parts or provisions of this Agreement, including, but not limited to, the provisions of Paragraph 33, Indemnification; Delays, herein.
- j. **SURVIVABILITY.** Notwithstanding any termination or expiration of this Agreement, any provision that, by its sense and context, is intended to survive the termination or expiration of this Agreement shall survive any such termination or expiration, including, but not limited to, the provisions of Paragraph 33, Indemnification; Delays, herein.
- k. **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.

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

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

39. **RECORDATION.** Due to the voluminous nature of this Agreement and as an alternative to recording this Agreement in full, CITY shall file a notice of this Agreement with the Office of the Register of Deeds of Finney County, Kansas within thirty (30) days after its execution and shall make a copy of this Agreement available for inspection during normal business hours at:

**City of Garden City, Kansas  
Neighborhood & Development Services Department  
301 N. 8<sup>th</sup> Street  
Garden City, Kansas 67846**

[EXECUTIONS APPEAR ON NEXT PAGE]

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

**CITY OF GARDEN CITY, KANSAS**

\_\_\_\_\_  
Date

By \_\_\_\_\_  
MANUEL F. ORTIZ, Mayor

ATTEST:

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

**OIKOS DEVELOPMENT CORPORATION**

\_\_\_\_\_  
Date

By \_\_\_\_\_  
MICHAEL SNODGRASS, as President

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

RECORDING INFORMATION

---

**NOTICE**

PUBLIC NOTICE IS HEREBY GIVEN that the **CITY OF GARDEN CITY, KANSAS**, a Kansas municipal corporation, entered into a certain Development Agreement dated in its preamble as \_\_\_\_\_, 20\_\_\_ with **OIKOS DEVELOPMENT CORPORATION**, a Missouri nonprofit corporation, covering and upon the following described real property situated in FINNEY COUNTY, KANSAS:

**Hunters Glen – Phase Three B**, a subdivision to the City of Garden City, Finney County, Kansas, according to the recorded plat thereof.

THE DEVELOPMENT AGREEMENT was entered into pursuant the Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 et seq. and pursuant to Ordinance No. \_\_\_\_\_-20\_\_\_, which was passed and approved by the Governing Body on April 2, 2024.

THE FILING OF THIS NOTICE with the Office of the Register of Deeds of Finney County, Kansas is required due to the voluminous nature of the Development Agreement and is authorized by Paragraph 30 of the Development Agreement.

PLEASE TAKE NOTICE that a copy of the Development Agreement, together with any exhibits thereto, is available for public inspection and coping during normal business hours at the **City Administrative Center** in the offices of the **Neighborhood & Development Services** department, located at **301 North 8<sup>th</sup> Street, Garden City, Kansas 67846**.

EXECUTED AND ACKNOWLEDGED a within the State of Kansas on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, pursuant to K.S.A. 58-2211.

**CITY OF GARDEN CITY, KANSAS**

\_\_\_\_\_  
MANUEL F. ORTIZ, Mayor

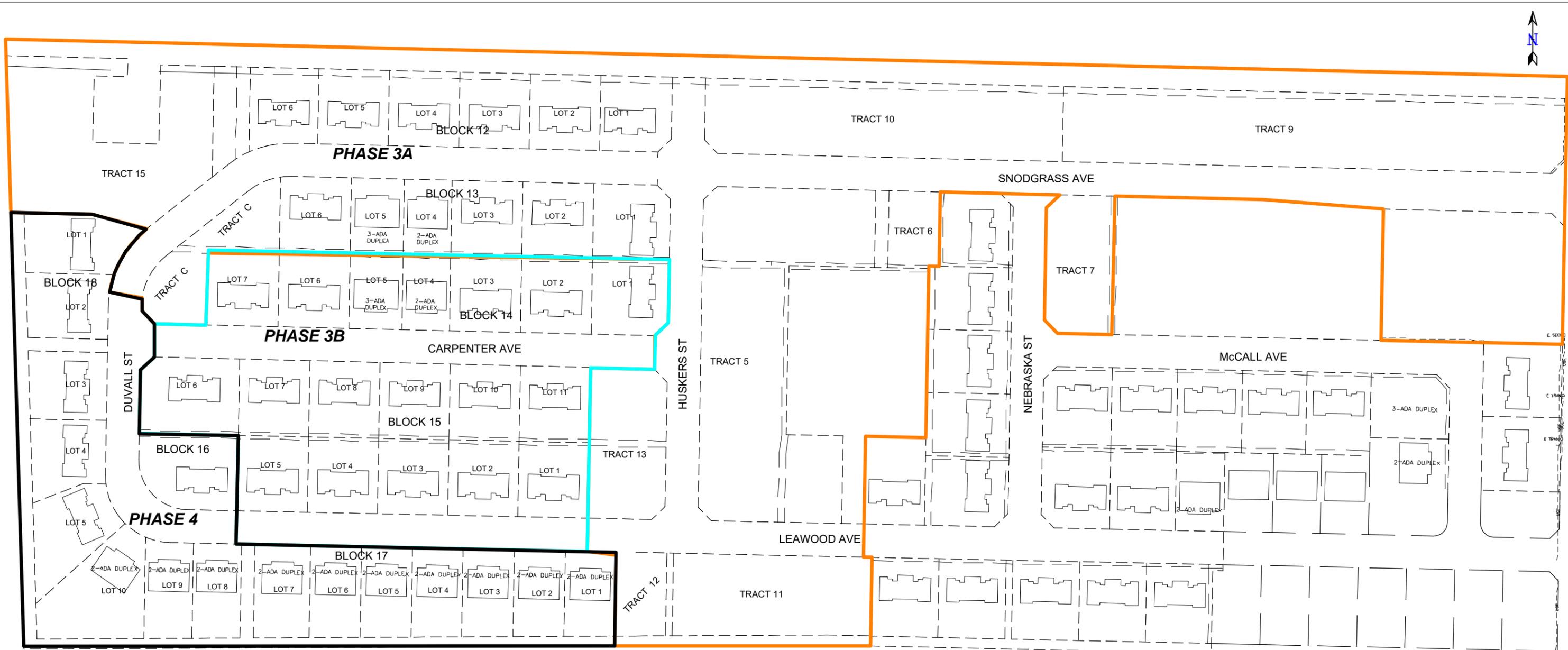
ATTEST:

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



**INDEX OF DRAWINGS:**

- PAGE 01 PHASE BORDER
- PAGE 02 ELECTRIC INFRASTRUCTURE LAYOUT
- PAGE 03 PRIMARY URD
- PAGE 04 SECONDARY URD
- PAGE 05 PRIMARY URD WEST
- PAGE 06 SECONDARY URD WEST
- PAGE 07 PRIM/SEC URD EAST
- PAGE 08 3PH RISER
- PAGE 09 STREET LIGHT PLACEMENT STANDARD

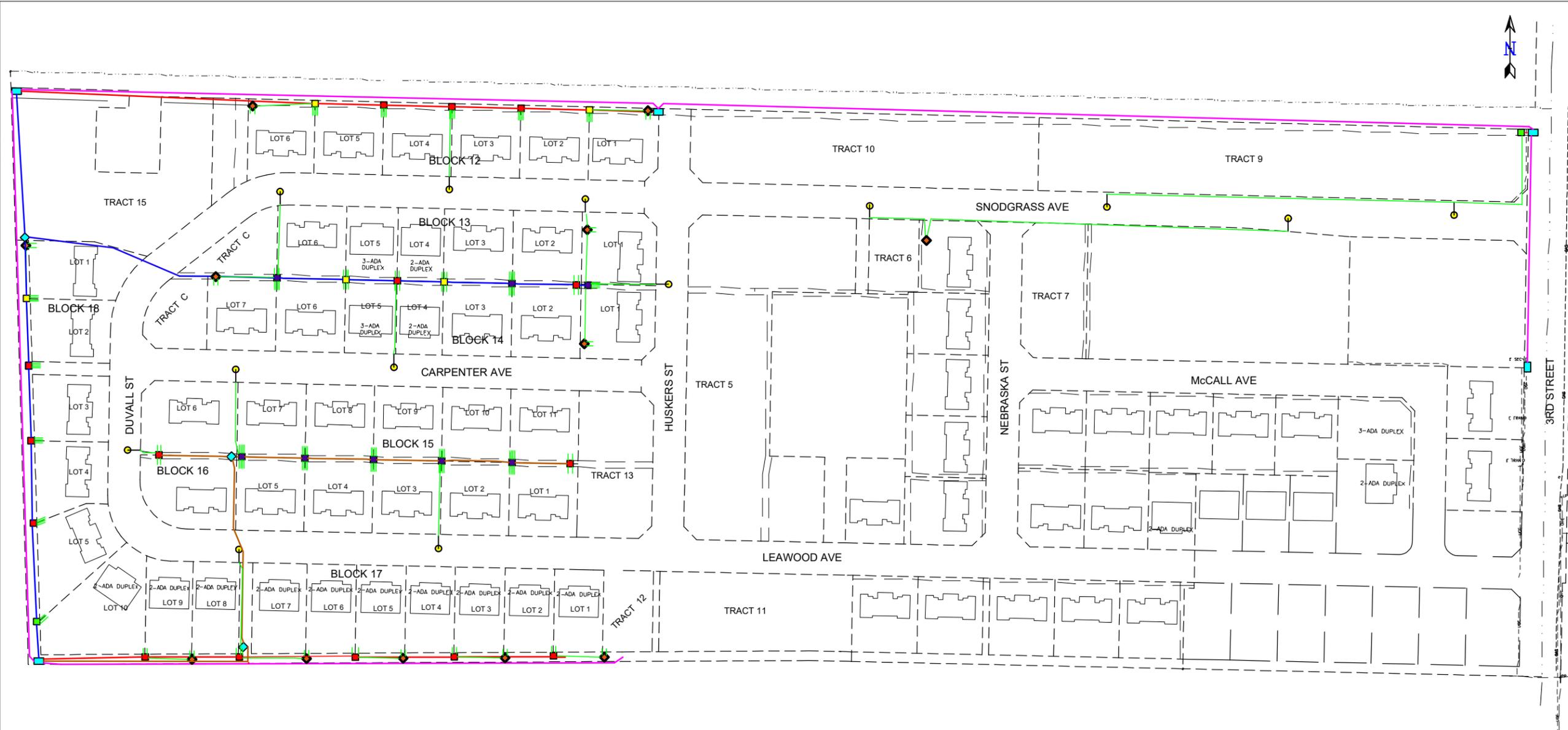


LEGENDS:

- ABC
- A
- B
- C

- 14 50KVA
- 2 25KVA
- 7 100KVA
- 5 75KVA
- 11 MED VAULT

- 3 LRG SECTIONALIZER
- 3 SM SECTIONALIZER
- 12 STREET LIGHT 101W



**CONSTRUCTION NOTES:**

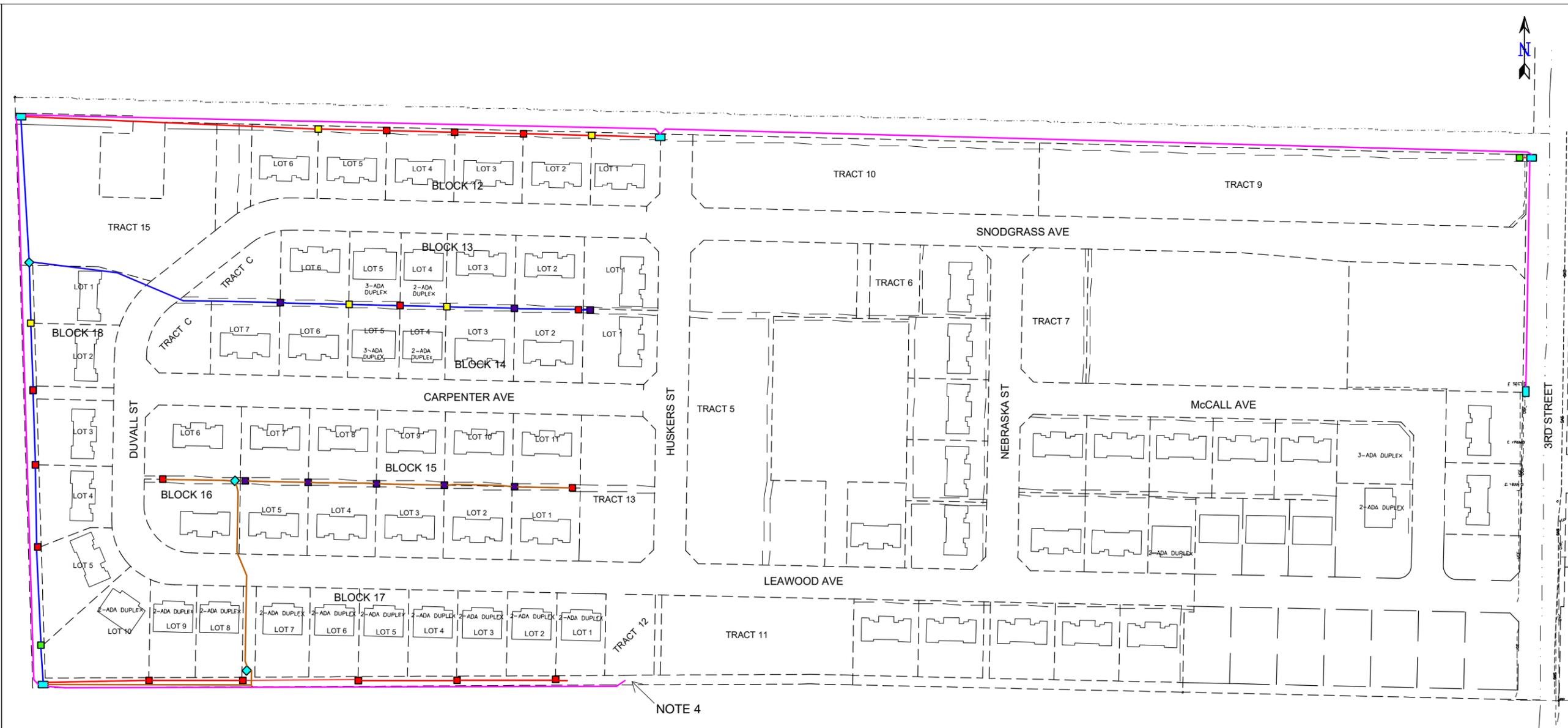
1. 48" MINIMUM BURY DEPTH TO TOP OF CONDUIT
2. INSTALL 6" HDPE CONDUIT BETWEEN THE LARGE SECTIONALIZERS.  
ALL ELBOWS FOR 6" CONDUIT MUST BE GRC.
3. INSTALL 2" HDPE BETWEEN SMALL SECTIONALIZER AND TRANSFORMER.
4. BUILD 3 PHASE RISER ONTO EXISTING POLE LINE. SEE PAGE 9 FOR DETAILS.

**LEGENDS:**

- ABC 4/O 15KV URD
- A 1/O 15KV URD
- B 1/O 15KV URD
- C 1/O 15KV URD

- 14 50KVA
- 2 25KVA
- 7 100KVA
- 5 75KVA

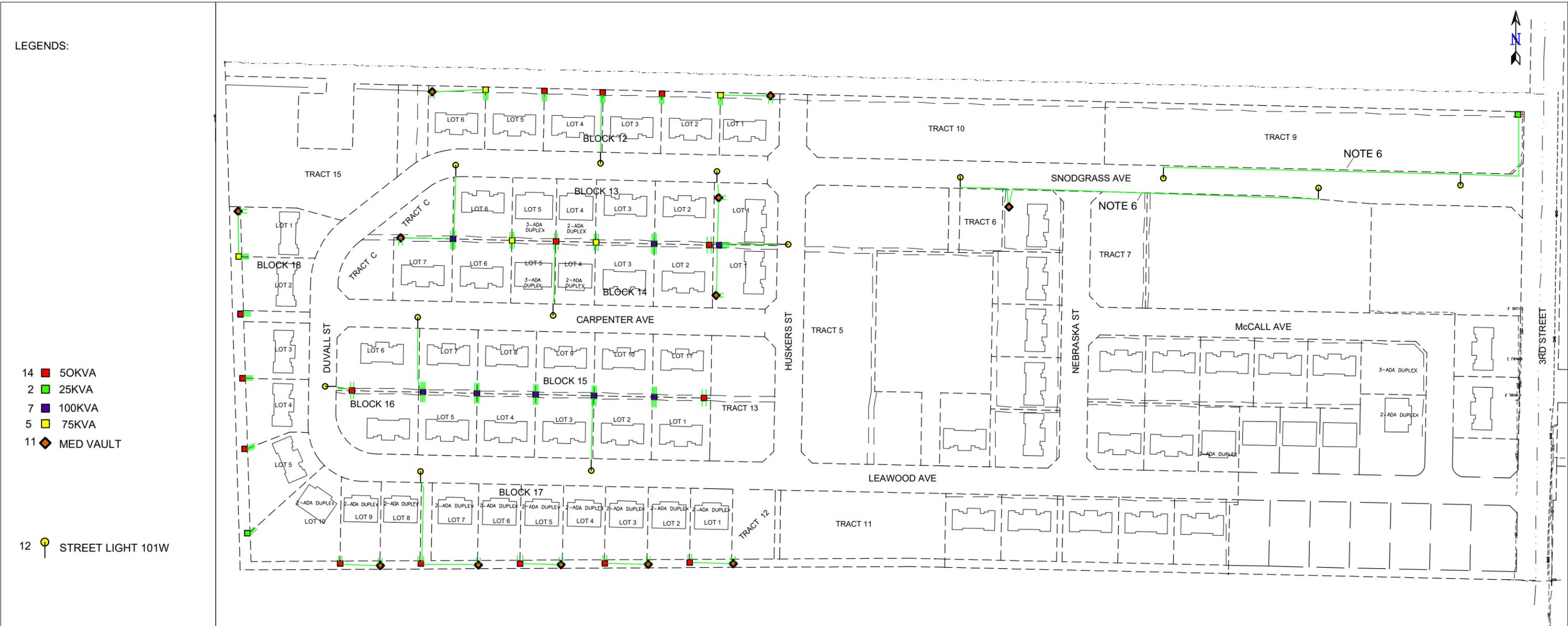
- 3 LRG SECTIONALIZER
- 3 SM SECTIONALIZER

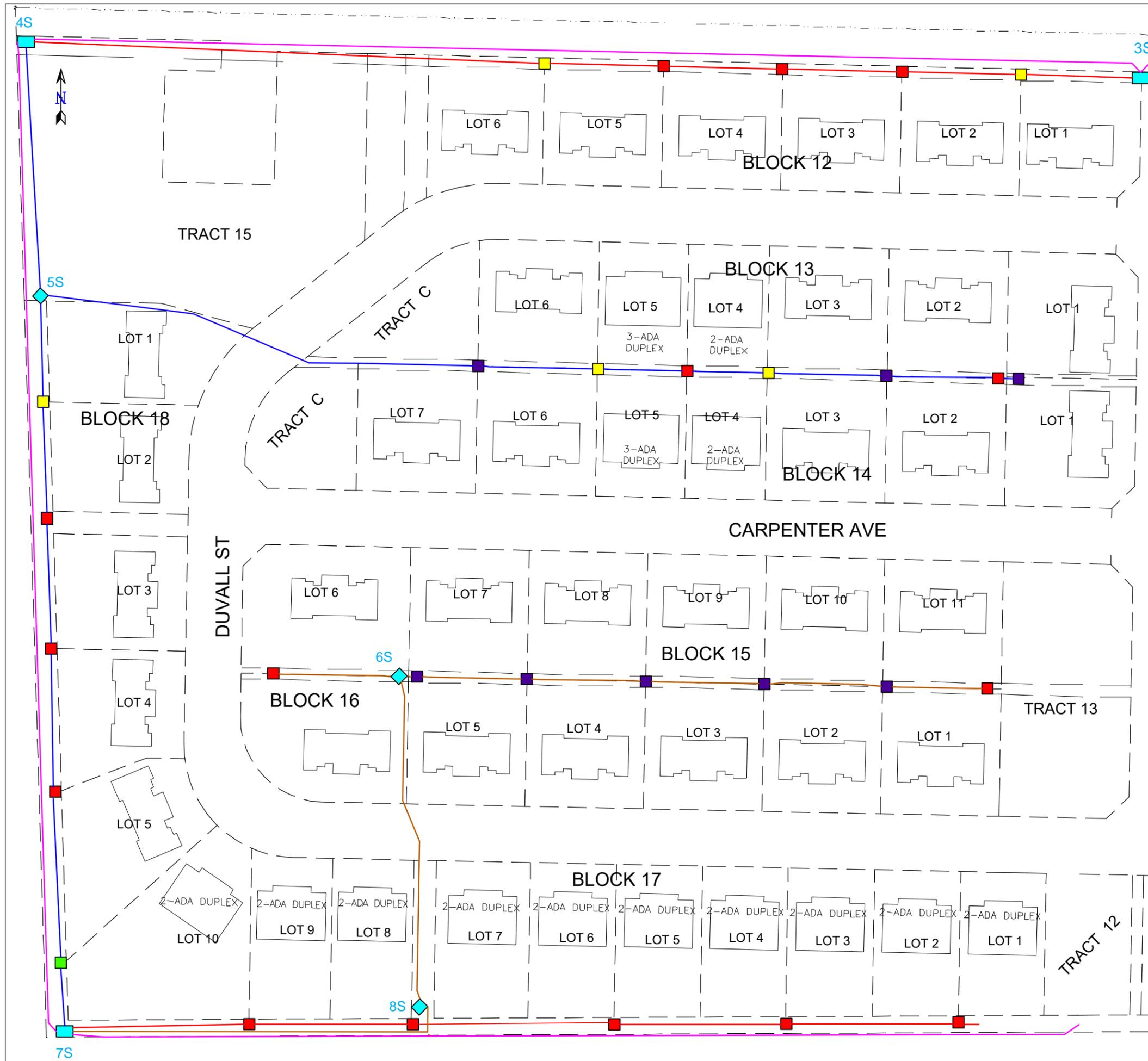


NOTE 4

**CONSTRUCTION NOTES:**

1. 24" MINIMUM BURY DEPTH TO TOP OF CONDUIT UNLESS OTHERWISE NOTED.
2. INSTALL 1-1/4" HDPE FOR STREET LIGHT CIRCUIT CONDUIT. USE #6 TRAY CABLE FOR CONDUCTOR.
3. STUB-OUT 5 FEET OF 2" PVC CONDUIT FROM TRANSFORMER FOR RESIDENTIAL SERVICE.  
 STUB-OUT SHALL BE PARALLEL WITH THE PROPERTY LINE THAT RUNS FROM THE BACK TO FRONT OF BUILDING.
4. INSTALL 2" HDPE BETWEEN TRANSFORMER AND AT-GRADE VAULT.
5. INSTALL RED/WHITE DOME BOLLARD MARKER WITHIN 12" OF AT-GRADE VAULT.
6. 36" MINIMUM BURY DEPTH FOR STREET LIGHT CONDUIT SOUTH OF TRACT 9 AND 10 ON SNODGRASS AVE.



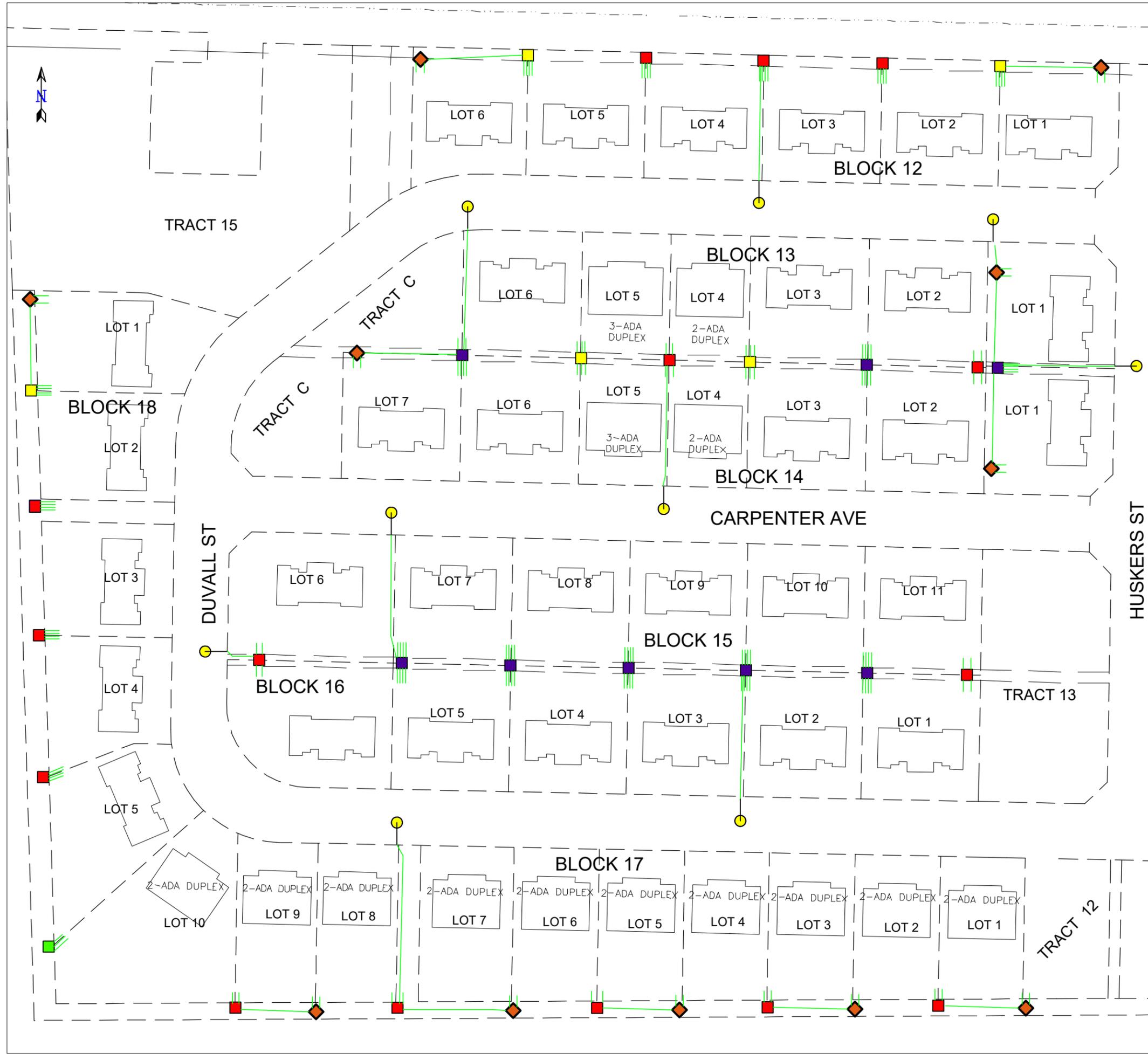


**CONSTRUCTION NOTES:**

1. LARGE SECTIONALIZER 3S, 4S, 7S:
  - a. INSTALL THREE 3-POINT JUCTIONS AND PARKING STANDS
2. SMALL SECTIONALIZER 5S, 6S, 8S:
  - a. INSTALL ONE 3-POINT JUCTION AND PARKING STAND
3. PARK 3PH AND SINGLE PH FEED FROM EAST IN 3S
4. FROM 4S:
  - a. "A" PH FEED TOWARD EAST
  - b. "C" PH FEED TOWARD SOUTH
5. FROM 7S:
  - a. PARK "C" PH FEED NORTH XFMR
  - b. "A" PH FEED EAST XFMR
  - c. "B" PH FEED 8S

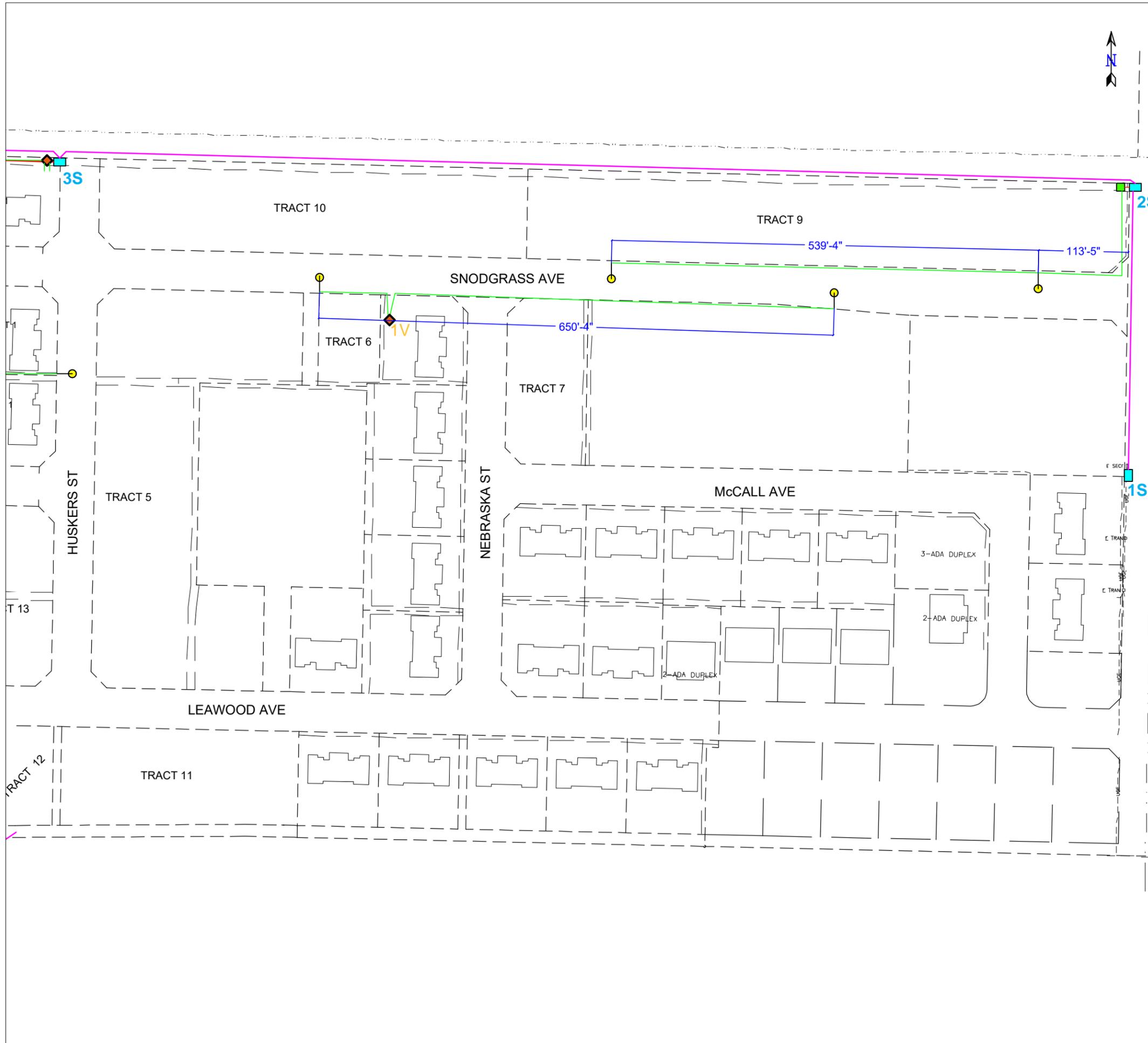
**CONSTRUCTION NOTES:**

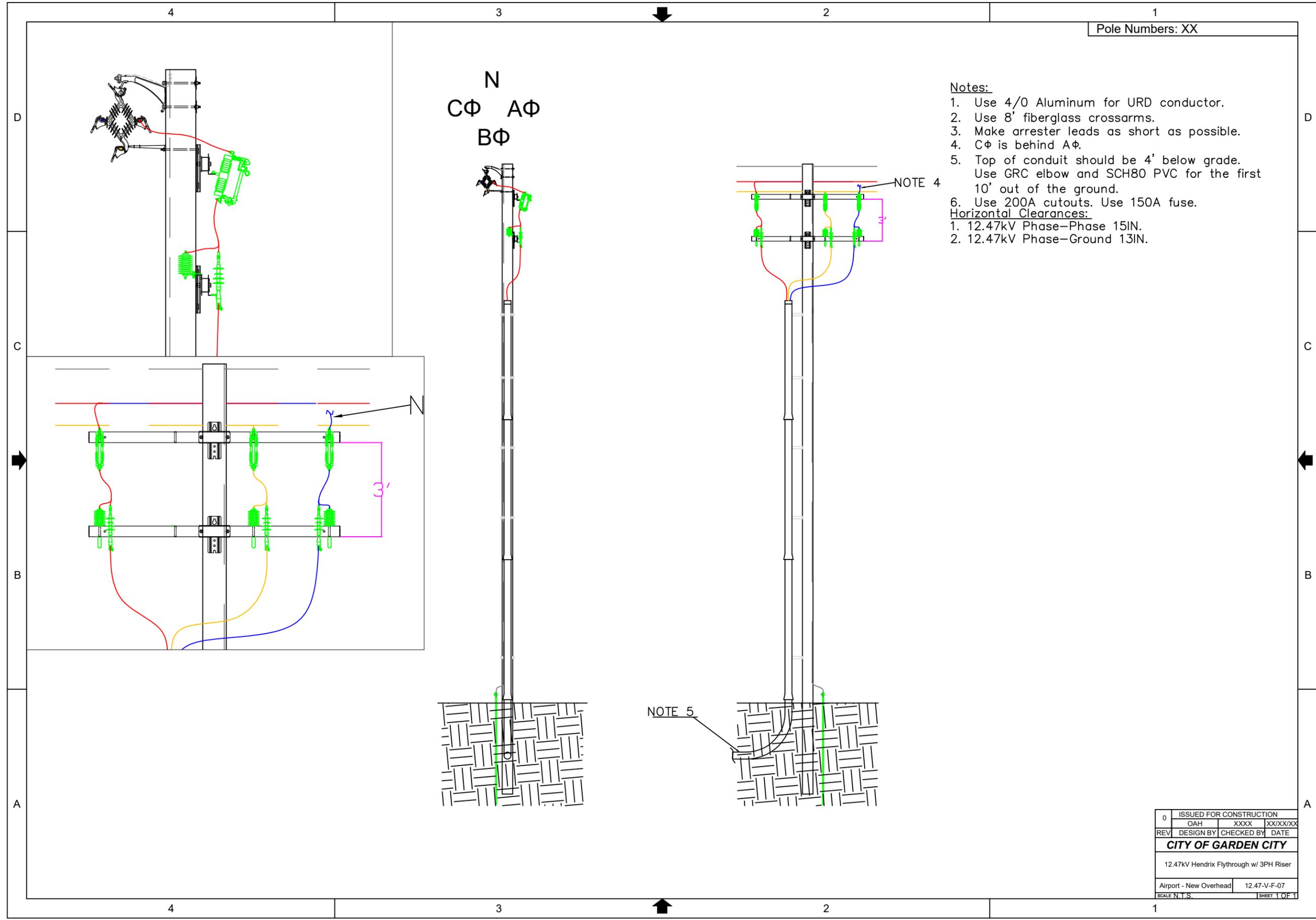
1. CONDUITS STUB INTO XFMR PAD MUST BE VISIBLE AND ACCESSIBLE THROUGH THE 12"X20" OPEN ON TOP OF PAD.
2. XFMR SHALL OPEN TOWARD:
  - a. WEST IN BLOCK 18
  - b. SOUTH IN BLOCK 17
  - c. NORTH IN BLOCK 12, 13, 14, 15, AND 16



**CONSTRUCTION NOTES:**

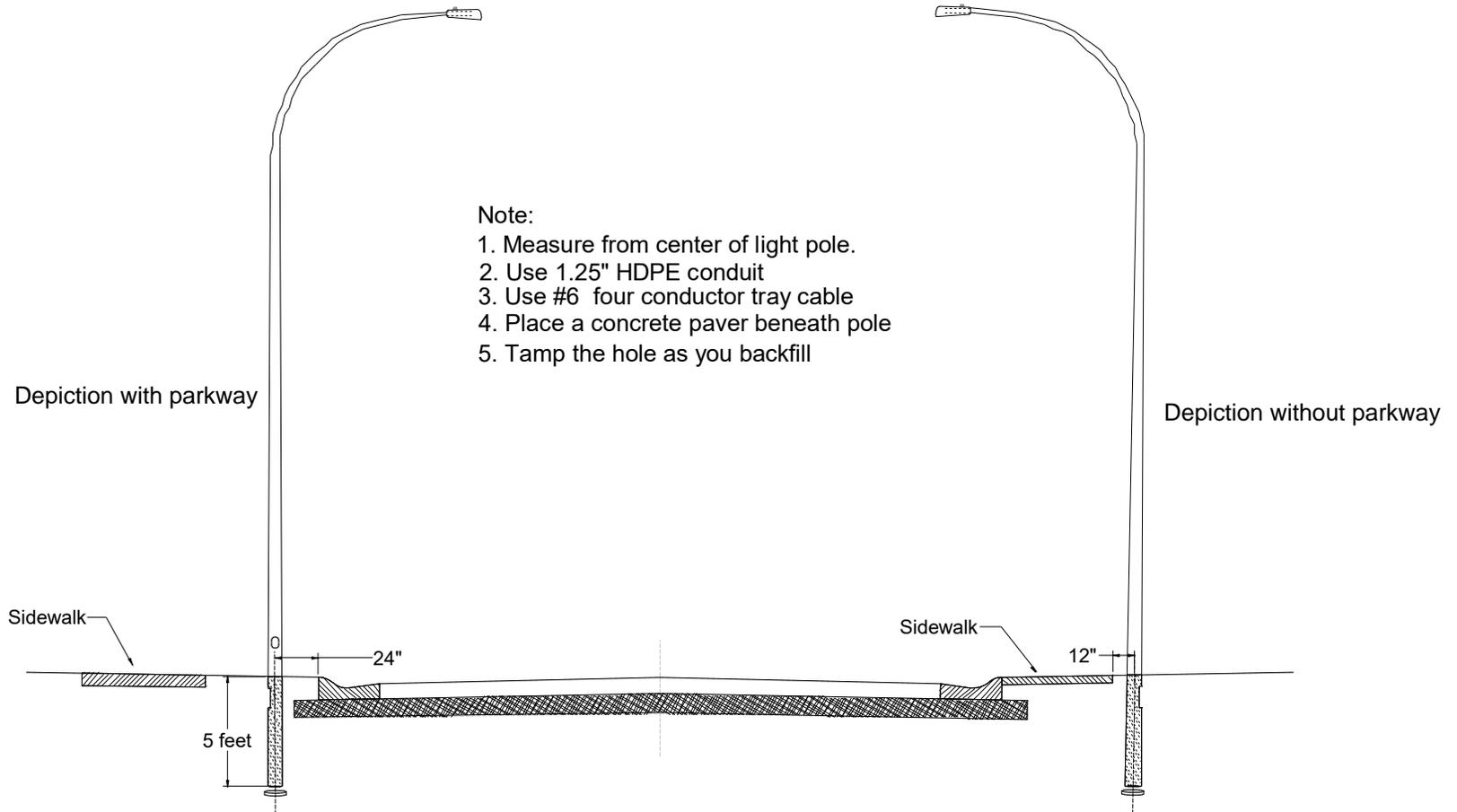
1. INTERCEPT 6" STUB-OUT FROM 1S TO FEED 2S.
2. FROM 2S:
  - a. "A" PH FEED WEST XFMR
  - b. 3PH FEED 3S
3. PARK WEST FEED IN 3S
4. POWER FOR STREET LIGHTS SOUTH OF SNODGRASS AVE SHALL COME FROM EXISTING AT-GRADE VAULT 1V





|   |                         |              |          |
|---|-------------------------|--------------|----------|
| 0                                       | ISSUED FOR CONSTRUCTION |              |          |
|   | OAH                     | XXXX         | XX/XX/XX |
| REV                                     | DESIGN BY               | CHECKED BY   | DATE     |
| <b>CITY OF GARDEN CITY</b>              |                         |              |          |
| 12.47kV Hendrix Flythrough w/ 3PH Riser |                         |              |          |
| Airport - New Overhead                  |                         | 12.47-V-F-07 |          |
| SCALE N.T.S.                            |                         | SHEET 1 OF 1 |          |

## Street Light Installation



RHID ELIGIBLE EXPENSES

Total Estimated Eligible Expenses \$ 3,873,121.60  
 Total Submitted Eligible Expenses  
 Total Approve Eligible Expenses

Note for Developer:  
 Use "0" if no expense

NDS use only

Enter initials of City Staff

DEVELOPMENT NAME: HUNTERS GLEN 3B

| CATEGORY   | ESTIMATED COST       | DATE SUBMITTED BY DEVELOPER | AMOUNT SUBMITTED BY DEVELOPER | DATE APPROVED BY NDS | AMOUNT APPROVED BY NDS | APPROVED BY |
|--|----------------------|-----------------------------|-------------------------------|----------------------|------------------------|-------------|
| <b>ADMINISTRATIVE</b>  |                      |                             |                               |                      |                        |             |
| Administrative Fees  | \$ -                 |                             |                               |                      |                        |             |
| Project Management Fees  | \$ 75,000.00         |                             |                               |                      |                        |             |
| <i>Note for Developer: Write in additional expenses not listed</i> |                      |                             |                               |                      |                        |             |
| <b>Subtotal</b>  | <b>\$ 75,000.00</b>  | <b>Subtotal</b>             | <b>\$ -</b>                   | <b>Subtotal</b>      | <b>\$ -</b>            |             |
| <b>FINANCE</b>   |                      |                             |                               |                      |                        |             |
| Interest fees  | \$ 629,041.00        |                             |                               |                      |                        |             |
| Financing Fees   | \$ 155,000.00        |                             |                               |                      |                        |             |
| <i>Note for Developer: Write in additional expenses</i>            |                      |                             |                               |                      |                        |             |
| <b>Subtotal</b>  | <b>\$ 784,041.00</b> | <b>Subtotal</b>             | <b>\$ -</b>                   | <b>Subtotal</b>      | <b>\$ -</b>            |             |
| <b>PROFESSIONAL</b>  |                      |                             |                               |                      |                        |             |
| Legal fees   | \$ 27,750.00         |                             |                               |                      |                        |             |
| CPA fees   | \$ 12,500.00         |                             |                               |                      |                        |             |
| <i>Note for Developer: Write in additional expenses not listed</i> |                      |                             |                               |                      |                        |             |
| <b>Subtotal</b>  | <b>\$ 40,250.00</b>  | <b>Subtotal</b>             | <b>\$ -</b>                   | <b>Subtotal</b>      | <b>\$ -</b>            |             |
| <b>LAND ACQUISITION</b>  |                      |                             |                               |                      |                        |             |
| Land Purchase  | \$ -                 |                             |                               |                      |                        |             |
| Realtor Fees   | \$ -                 |                             |                               |                      |                        |             |
| Appraisal Fees   | \$ 5,500.00          |                             |                               |                      |                        |             |
| Market Study/CNA Fees  | \$ 7,500.00          |                             |                               |                      |                        |             |
| <i>Note for Developer: Write in additional expenses</i>            |                      |                             |                               |                      |                        |             |
| <b>Subtotal</b>  | <b>\$ 13,000.00</b>  | <b>Subtotal</b>             | <b>\$ -</b>                   | <b>Subtotal</b>      | <b>\$ -</b>            |             |
| <b>PARKS</b>   |                      |                             |                               |                      |                        |             |
| Park Equipment   | \$ -                 |                             |                               |                      |                        |             |
| Cash-In-Lieu   | \$ -                 |                             |                               |                      |                        |             |
| <i>Note for Developer: Write in additional expenses not listed</i> |                      |                             |                               |                      |                        |             |
| <b>Subtotal</b>  | <b>\$ -</b>          | <b>Subtotal</b>             | <b>\$ -</b>                   | <b>Subtotal</b>      | <b>\$ -</b>            |             |
| <b>SANITARY SEWER</b>  |                      |                             |                               |                      |                        |             |
| Service Fees   | \$ 10,000.00         |                             |                               |                      |                        |             |
| Sanitary Sewer Extension   | \$ 226,436.00        |                             |                               |                      |                        |             |
| <i>Note for Developer: Write in additional expenses not listed</i> |                      |                             |                               |                      |                        |             |
| <b>Subtotal</b>  | <b>\$ 236,436.00</b> | <b>Subtotal</b>             | <b>\$ -</b>                   | <b>Subtotal</b>      | <b>\$ -</b>            |             |
| <b>STORMWATER</b>  |                      |                             |                               |                      |                        |             |
| Drainage   | \$ -                 |                             |                               |                      |                        |             |
| Detention or Retention   | \$ -                 |                             |                               |                      |                        |             |
| SWPP & NOI   | \$ 10,000.00         |                             |                               |                      |                        |             |
| Storm Sewer  | \$ 74,380.00         |                             |                               |                      |                        |             |
| Inlets   | \$ -                 |                             |                               |                      |                        |             |
| Culverts   | \$ -                 |                             |                               |                      |                        |             |
| Erosion Control BMPS (temp & permanent)                            | \$ 10,000.00         |                             |                               |                      |                        |             |
| Riprap   | \$ -                 |                             |                               |                      |                        |             |
| <i>Note for Developer: Write in additional expenses not listed</i> |                      |                             |                               |                      |                        |             |
| <b>Subtotal</b>  | <b>\$ 94,380.00</b>  | <b>Subtotal</b>             | <b>\$ -</b>                   | <b>Subtotal</b>      | <b>\$ -</b>            |             |
| <b>WATER</b>   |                      |                             |                               |                      |                        |             |
| Tap Fees   | \$ 61,200.00         |                             |                               |                      |                        |             |
| Service Installation Fees  | \$ 110,160.00        |                             |                               |                      |                        |             |
| Mains  | \$ 319,710.00        |                             |                               |                      |                        |             |
| Extentions   | \$ 3,000.00          |                             |                               |                      |                        |             |
| Fire Hydrants  | \$ 22,500.00         |                             |                               |                      |                        |             |
| Pump Station   | \$ -                 |                             |                               |                      |                        |             |
| <i>Note for Developer: Write in additional expenses not listed</i> |                      |                             |                               |                      |                        |             |
| <b>Subtotal</b>  | <b>\$ 516,570.00</b> | <b>Subtotal</b>             | <b>\$ -</b>                   | <b>Subtotal</b>      | <b>\$ -</b>            |             |
| <b>ELECTRIC INFRASTRUCTURE</b>                                     |                      |                             |                               |                      |                        |             |
| Distribution   | \$ 164,163.10        |                             |                               |                      |                        |             |
| Meters   |                      |                             |                               |                      |                        |             |
| Street lights  |                      |                             |                               |                      |                        |             |
| Power Transmission   |                      |                             |                               |                      |                        |             |
| Extensions   |                      |                             |                               |                      |                        |             |
| Impact Fees  |                      |                             |                               |                      |                        |             |
| <i>Note for Developer: Write in additional expenses not listed</i> |                      |                             |                               |                      |                        |             |
| <b>Subtotal</b>  | <b>\$ 164,163.10</b> | <b>Subtotal</b>             | <b>\$ -</b>                   | <b>Subtotal</b>      | <b>\$ -</b>            |             |
| <b>DESIGN, SURVEYING &amp; ENGINEERING</b>                         |                      |                             |                               |                      |                        |             |
| Architecture Design Fees   | \$ 42,200.00         |                             |                               |                      |                        |             |
| Engineering Fees   | \$ 57,500.00         |                             |                               |                      |                        |             |
| Surveying  | \$ 30,000.00         |                             |                               |                      |                        |             |
| Topo & Elevation Certificates                                      | \$ -                 |                             |                               |                      |                        |             |
| Construction Staking   | \$ 7,500.00          |                             |                               |                      |                        |             |
| Special Inspections & Testing                                      | \$ 10,000.00         |                             |                               |                      |                        |             |
| USDA Consulting Fees   | \$ 50,000.00         |                             |                               |                      |                        |             |
| <i>Note for Developer: Write in additional expenses</i>            |                      |                             |                               |                      |                        |             |
| <b>Subtotal</b>  | <b>\$ 197,200.00</b> | <b>Subtotal</b>             | <b>\$ -</b>                   | <b>Subtotal</b>      | <b>\$ 40,250.00</b>    |             |

| LANDSCAPING        |    |            |                 |    |   |                      |
|--------------------|----|------------|-----------------|----|---|----------------------|
| Shrubs             | \$ | 136,000.00 |                 |    |   |                      |
| Sod                | \$ | 54,000.00  |                 |    |   |                      |
| Entrance Signage   | \$ | -          |                 |    |   |                      |
| Fences             | \$ | -          |                 |    |   |                      |
| Seeding            | \$ | 36,000.00  |                 |    |   |                      |
| Landscape Walls    | \$ | -          |                 |    |   |                      |
| Environmental Fees | \$ | 12,500.00  |                 |    |   |                      |
| <b>Subtotal</b>    | \$ | 238,500.00 | <b>Subtotal</b> | \$ | - | <b>Subtotal</b> \$ - |

Note for Developer: Write in additional expenses

| COMMUNICAITONS & NATURAL GAS |    |   |                 |    |   |                      |
|------------------------------|----|---|-----------------|----|---|----------------------|
| Fiber                        | \$ | - |                 |    |   |                      |
| Natural Gas                  | \$ | - |                 |    |   |                      |
| Telephone                    | \$ | - |                 |    |   |                      |
| <b>Subtotal</b>              | \$ | - | <b>Subtotal</b> | \$ | - | <b>Subtotal</b> \$ - |

Note for Developer: Write in additional expenses not listed

| BONDING                |    |            |                 |    |   |                      |
|------------------------|----|------------|-----------------|----|---|----------------------|
| Bonds/Letter of Credit | \$ | 225,000.00 |                 |    |   |                      |
| <b>Subtotal</b>        | \$ | 225,000.00 | <b>Subtotal</b> | \$ | - | <b>Subtotal</b> \$ - |

| EARTHWORK       |    |            |                 |    |   |                      |
|-----------------|----|------------|-----------------|----|---|----------------------|
| Demolition      | \$ | -          |                 |    |   |                      |
| Rough Grading   | \$ | 44,520.00  |                 |    |   |                      |
| Site Clearing   | \$ | -          |                 |    |   |                      |
| Site Grading    | \$ | 82,500.00  |                 |    |   |                      |
| Excavation      | \$ | -          |                 |    |   |                      |
| Embankment      | \$ | 321,150.00 |                 |    |   |                      |
| Earthwork       | \$ | -          |                 |    |   |                      |
| <b>Subtotal</b> | \$ | 448,170.00 | <b>Subtotal</b> | \$ | - | <b>Subtotal</b> \$ - |

Note for Developer: Write in additional expenses not listed

| STREETS, ALLEY & PAVING   |    |            |                 |    |   |                      |
|---|----|------------|-----------------|----|---|----------------------|
| Surfacing (Aggregate, Asphalt or Concrete for streets, alleys, trails, approaches, curb & gutter, sidewalks & ramps, driveways & parking lots | \$ | 675,595.50 |                 |    |   |                      |
| Subgrade Prep & base for paving ditch lining  | \$ | 159,816.00 |                 |    |   |                      |
| Pavement Markings   | \$ | -          |                 |    |   |                      |
| Traffic Signs   | \$ | 2,500.00   |                 |    |   |                      |
| Traffic Signals   | \$ | -          |                 |    |   |                      |
| Traffic Control   | \$ | 2,500.00   |                 |    |   |                      |
| Retaining Walls   | \$ | -          |                 |    |   |                      |
| <b>Subtotal</b>   | \$ | 840,411.50 | <b>Subtotal</b> | \$ | - | <b>Subtotal</b> \$ - |

Note for Developer: Write in additional expenses not listed

**DEVELOPER'S CERTIFICATION OF PROJECT COSTS**  
**HUNTERS GLEN – PHASE THREE B**

The undersigned, on behalf of OIKOS DEVELOPMENT CORPORATION, a Missouri nonprofit corporation ("DEVELOPER"), pursuant to Paragraph 28, Reimbursement & Cost Payment Process, of the Development Agreement, dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the CITY OF GARDEN CITY, KANSAS and DEVELOPER, which is hereby incorporated by reference as if fully set forth herein ("Development Agreement"), hereby **CERTIFIES UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF KANSAS THAT THE FOLLOWING IS TRUE AND CORRECT**, with any terms used below having the meanings respectively ascribed to them in the Development Agreement if any such term is not otherwise defined below:

1. Each item requested on page two (2) of this Developer's Certification of Project Costs ("Certification") satisfies the definition of Project Cost set forth in Paragraph 25, Project Costs, of the Development Agreement.
2. Itemized invoices, receipts, or other evidence of such Project Costs are enclosed.
3. Each item requested on page two (2) of this Certification has not previously been paid or reimbursed from money derived from the Project Fund, and no part thereof has been included in any other certificate previously filed with the City.
4. There has not been filed with or served upon DEVELOPER any notice of any lien, right of lien, or attachment upon or claim affecting the right of any person, corporation, company, association, firm, partnership, business trust, estate, joint venture, cooperative, or any legal or commercial entity to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
5. All necessary permits and approvals required for the work for which this Certification relates were issued and were in full force and effect at the time such work was being performed.
6. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Development Agreement and the approved plans for the work.
7. DEVELOPER is not in default or breach of any term or condition of the Development Agreement and no event has occurred and no condition exists that constitutes a default of the Development Agreement by DEVELOPER.
9. Each and every representation by DEVELOPER that is set forth in the Development Agreement remains true and correct as of the date hereof.
10. The undersigned person executing this Certification for DEVELOPER represents and warrants that said person is executing this Certification in said person's capacity with DEVELOPER as indicated on the signature block below, that said person is authorized by DEVELOPER to execute this Certification on behalf of DEVELOPER, and that said person is authorized by DEVELOPER to bind DEVELOPER to this Certification.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**OIKOS DEVELOPMENT CORPORATION**

By \_\_\_\_\_

\_\_\_\_\_, as \_\_\_\_\_  
[NAME] [TITLE]

---

Approved for payment this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_

\_\_\_\_\_, City Engineer



**DEVELOPER'S CERTIFICATION OF SUBSTANTIAL COMPLETION FORM**  
**HUNTERS GLEN – PHASE THREE B**

The undersigned, on behalf of OIKOS DEVELOPMENT CORPORATION, a Missouri nonprofit corporation ("DEVELOPER"), pursuant to Paragraph 28, Reimbursement & Cost Payment Process, of the Development Agreement, dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the CITY OF GARDEN CITY, KANSAS and DEVELOPER ("Development Agreement"), hereby **CERTIFIES UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF KANSAS THAT THE FOLLOWING IS TRUE AND CORRECT**, with any terms used below having the meanings respectively ascribed to them in the Development Agreement if any such term is not otherwise defined below:

1. The work with respect to the Public Improvements is sufficiently complete in accordance with the Development Agreement, except for all punch list items, such that DEVELOPER can occupy or utilize the Infrastructure Improvements for their intended purpose.

2. All such work has been completed in a good and workmanlike manner.

3. There are no mechanic's, materialmen's, or other statutory liens on file encumbering title to the Property.

4. All bills for labor and materials furnished for such work that could form the basis of a mechanic's, materialmen's, or other statutory lien against the Property have been paid in full and, within the past four months, no such labor or materials have been furnished that have not been paid for.

4. All applicable building codes have been complied with in connection with such work.

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

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**OIKOS DEVELOPMENT CORPORATION**

By \_\_\_\_\_

\_\_\_\_\_, as \_\_\_\_\_  
[NAME] [TITLE]



GARDEN CITY  
— KANSAS —  
**MEMORANDUM**

**TO:** City Commission  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Trent Maxwell, Neighborhood & Development Services Director  
**DATE:** April 2, 2024  
**RE:** Environmental Nuisance Resolution at 306 N. 12th 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 (306 N. 12th Street - Couches located outside of the property).

**BACKGROUND:**

The Governing Body of the City of Garden City has declared it unlawful for any person to maintain nuisance conditions on private property within the City of Garden City. It has been determined that the residence located at 306 N. 12th Street has an environmental nuisance condition on the property and is in violation of the City's Environmental Codes. There are couches located in the backyard.

Staff has visited the property on many occasions. The property owner and the residents have been notified by two order of violations sent February 16, 2024, and March 7, 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 - 306 N 12th.pdf](#)  
[Environmental Resolution Photos - 306 N 12th.pdf](#)

(Published in The Garden City Telegram 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. (306 N 12<sup>th</sup> Street)**

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

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

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

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

*306 N. 12<sup>th</sup> Street -Environmental Yard- Couches located outside of the property.*

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

**PASSED AND APPROVED** by the Governing Body of the City of Garden City, Kansas, on this 2<sup>nd</sup> day of April 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:** April 2, 2024  
**RE:** Neighborhood & Development Services Interlocal Agreement Options for Consideration

---

**ISSUE:**

The Governing Body is asked to provide direction on how to proceed with the interlocal agreement for joint Neighborhood & Development Services.

**BACKGROUND:**

City and County staff have been meeting regarding Neighborhood & Development Services since June of 2022. Beginning in November of 2022, those discussions started to more narrowly focus on process improvements and changes to the existing Neighborhood & Development Services Interlocal Agreement that was last updated in 2015.

Over the past 22 months, there have been approximately 14 meetings between City and County staff to negotiate options for how to proceed with service delivery of planning, zoning, code enforcement, and inspections to Garden City and Finney County residents. There have also been a number of updates to both Governing Bodies during this time.

Since the beginning of these discussions there have been some key variables driving the negotiations. First and foremost, there is a desire by both agencies to keep strong working relationships across the organizations. The County has expressed an interest to have a larger role in making, to both the Planning Commission and Board of County Commissioners, recommendations related to projects that occur in unincorporated Finney County. The City has expressed an interest in clearly identifying roles and responsibilities so that expectations can be clearly communicated to customers and there isn't a duplication of efforts.

Over the 22 months, there have been a number of topics addressed. Both City and County staff are requesting direction regarding how to proceed. There are 4 options for each Governing Body to consider regarding how to move forward with Neighborhood & Development Services.

**Option 1:**

The first option would keep the existing agreement with modifications related to sanitary sewer inspections, update reference to the current building code, clarify reporting requirements, and add clarifications regarding the code enforcement process.

**Option 2:**

The second option would be to proceed with the consultant-type agreement that has been drafted and already presented and approved by the City Commission at their February 6, 2024 meeting.

This option would maintain a joint Planning Commission and the City would serve as the staff liaison. Additionally, the City would continue to complete all building inspections.

Option 3:

The third option would be to direct staff to draft an agreement that would move all planning and zoning responsibilities for projects in unincorporated Finney County to County staff. The only exceptions would be for building code reviews (which would still be completed by the City's Chief Building Official) and fire code reviews (which would still be completed by the City's Fire Marshal).

This option would maintain a joint Planning Commission and the City would serve as the staff liaison. Additionally, the City would continue to provide initial review of code enforcement complaints as well as complete all building inspections.

Option 4:

The fourth option would be to terminate the agreement and the City and County would be responsible for providing all planning, zoning, code enforcement, and inspection services for their respective jurisdictions.

There would need to be subsequent discussions about the joint Planning Commission and whether any additional action would be required to keep that as a joint operation or if there is a desire to have separate bodies for that as well.

Option 5:

On Monday, March 25, the Board of County Commissioners received an update regarding the ongoing discussions between the City and County for Neighborhood & Development Services. As a follow-up, on Thursday, March 28, County staff reached out requesting a meeting with both City and County staff along with two commissioner's from each governing body. If the City Commission has a desire to have a meeting with County staff and elected personnel outside of a public meeting, staff would request the Governing Body identify which two members they would like to attend so a meeting date can be identified.

Additionally, in that communication County staff recalled that the County had drafted, and presented to the Board of County Commissioners, at a June 19, 2023 regular meeting, an agreement for the City's consideration. That agreement was subsequently presented to the City Commission at a Pre-Meeting Workshop on August 15, 2023. The County was invited to attend that Pre-Meeting Workshop and was represented by County Counselor, Kara Schartz. During that meeting, the City Commission indicated they were not in support of moving that agreement forward. This agreement is also included as an attachment for reference.

**ALTERNATIVES:**

1. The Governing Body may direct staff to proceed with Option 1, keep the existing agreement with modifications related to sanitary sewer inspections, update reference to the current building code, clarify reporting requirements, and add clarifications regarding the code enforcement process.
2. The Governing Body may direct staff to proceed with Option 2, adopt the consultant-type agreement.
3. The Governing Body may direct staff to proceed with Option 3, to draft a new agreement that reflects the County taking over all planning and zoning functions in unincorporated Finney

County.

4. The Governing Body may direct staff to proceed with Option 4, provide the appropriate notice to terminate the existing agreement and identify next steps related to the Planning Commission.
5. The Governing Body may direct staff to proceed with Option 5, identify two City Commissioners to sit in on a follow-up meeting to discuss next steps for joint Neighborhood & Development Services.
6. The Governing Body may provide alternative direction.

**RECOMMENDATION:**

Staff requests the Governing Body identify preferred, acceptable, and unacceptable paths they wish to pursue so as to more effectively and efficiently bring a conclusion to work that began in June 2022.

**FISCAL NOTE:**

The fiscal impact will depend on which option is selected.

**ATTACHMENTS:**

[Existing Interlocal Agreement](#)  
[Consultant-Type Agreement](#)  
[County Proposed Interlocal Agreement](#)

INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF GARDEN CITY, KANSAS  
AND THE COUNTY OF FINNEY, KANSAS

---

THIS INTERLOCAL AGREEMENT (Agreement) made and entered into this 15<sup>th</sup> day of December, 2015, by and between the CITY OF GARDEN CITY, KANSAS, a municipal corporation (CITY), and the COUNTY OF FINNEY, KANSAS (COUNTY).

WHEREAS, 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 geographic, economic, population, and other factors influencing the needs and development of the community; and

WHEREAS, CITY and COUNTY have expressed a desire to consolidate resources and services to provide for uniformity in building codes and building code inspection and enforcement, and public nuisance abatement in CITY and COUNTY; and

WHEREAS, CITY and COUNTY previously entered into agreements, dated April 26, 1994, June 19, 1995, June 22, 1999, October 2, 2001, September 14, 2004, May 15, 2006, July 12, 2006, July 23, 2007, June 16, 2008, February 15, 2011, and September 2, 2014, for such purposes, and the latest edition of the agreement now needs to be amended.

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

1. **DEFINITIONS.** The following definitions shall apply to this Agreement

Building Codes: Any and all codes incorporating by reference the 2009 Editions of the following: International Building Code, International Residential Code, International Existing Building Code, ICC Performance Code for Buildings and Facilities, ICC Electrical Code- Administrative Provisions, International Plumbing Code, International Mechanical Code, and the International Fuel Gas Code, as they may be amended from time to time by CITY.

Inoperable Vehicle: As defined in COUNTY Resolution No. 25-2010.

Public Nuisance: As defined in COUNTY Resolution No. 25-2010.

2. **AUTHORITY TO CONTRACT.** CITY and COUNTY possess the power, privilege, and/or authority to enter into this Agreement pursuant to K.S.A. 12-101, K.S.A. 12-2908 *et seq.*, K.S.A. 19-101, and K.A.A. 19-101a, and the Kansas Constitution, Article 12, Sec. 5.
3. **ADOPTION.** CITY and COUNTY shall take all appropriate action to adopt and approve this Agreement by ordinance, resolution, or motion.
4. **DURATION.** This Agreement shall be for a term of one (1) year beginning January 1, 2016, and ending December 31, 2016. This Agreement shall thereafter automatically

be renewed for one (1) year terms, unless either party gives the other party written notice of intent to terminate on or before July 1st of any annual term.

5. **SEPARATE ENTITY/ADMINISTRATION.** It is not the intent of CITY and COUNTY to create a separate legal or administrative entity to perform the functions of this Agreement. The City Manager of CITY and the County Administrator of COUNTY shall be responsible for administration of this Agreement, subject to approval by the governing bodies of CITY and COUNTY.
6. **MANNER OF FINANCING.** The manner of financing to support the purpose of this Agreement shall be through expenditure of general funds as appropriated annually by CITY and/or COUNTY.
7. **TERMINATION.** This Agreement may be terminated by either party, for any reason, at the end of any term, by giving written notice to the other party, on or before July 1st of any annual term.
8. **REVIEW.** The parties agree to review this Agreement in June 2016, and each June thereafter, to determine if any mutually agreed revisions need to be made to the Agreement, including but not limited to any revisions for credits or payments due hereunder.
9. **DEFAULT.** Should a party fail to abide by the terms and conditions of this Agreement, the other party may declare a default and thereafter, give written notice of intent to terminate by reason of default, said notice to be not less than ninety (90) days prior to the date of termination. This Agreement shall not limit in any manner, the legal rights or remedies a party might have in the event of default.
10. **PURPOSE.** The purpose of this Agreement is to provide for the consolidation and coordination of, (a) building code inspection and enforcement of building codes in CITY and COUNTY to include the functions of planning, zoning, and subdivision regulation as specified herein, (b) public nuisance complaint investigation and abatement, and (c) the other specifically designated codes, regulations, or functions set forth below. The specific responsibilities of each of the parties shall be as follows:
  - a. CITY shall assume all responsibility for building code inspection and enforcement in CITY and COUNTY. CITY shall issue all licenses, permits, and collect all applicable fees.
    - i. CITY shall also assume all responsibility for building code inspection and enforcement and the issuance of licenses, permits and collections of all applicable fees for all areas of COUNTY, including all residential, commercial, public, and/or industrial facilities not otherwise exempt under paragraph 11 of this Agreement.

- b. All fees paid for licenses, permits, or any other assessments, shall be the sole property of CITY. On a case by case basis, COUNTY may waive applicable fees in COUNTY for mileage, zoning fees, building permits, subdivision fees, penalty fees and additional or recall inspections, up to eighty percent (80%) of the fee value. COUNTY shall reimburse CITY for all waived fees.
- c. All personnel involved in building code inspection and enforcement shall be employees of CITY, under the exclusive direction and control of CITY.
- d. CITY shall administer and enforce the Floodplain Regulations within COUNTY, with assistance provided by COUNTY, as set forth in this Agreement.
- e. CITY shall administer and enforce the Environmental Code of COUNTY, including new septic tank and system inspection. CITY is authorized to contract with a third party for the services to be provided in this paragraph. Should CITY be unable to contract for these services, CITY and COUNTY shall renegotiate the enforcement of the Environmental Code with COUNTY.
- f. CITY, through its Code Compliance Officer (Compliance Officer) is designated by COUNTY, and is authorized to act as Compliance Officer, as provided by COUNTY Resolution No. 25-2010 (Resolution No. 25-2010). At the request of COUNTY, Compliance Officer shall investigate and verify public nuisances, as defined by Resolution No. 25-2010. COUNTY will provide, legal advice, and timely prosecution for implementation of Resolution No. 25-2010. It is the intent of the parties that the Compliance Officer employed by CITY shall be involved in implementation of Resolution No. 25-2010. Hearing, abatement, appeal, assessment, and prosecution proceedings and provisions of Resolution No. 25-2010 shall be the exclusive responsibility of COUNTY, although CITY agrees that its Compliance Officer shall participate at the same level of input and cooperation as the employee does for CITY Code of Ordinances enforcement. The provisions of this subparagraph (f) shall be reviewed annually. COUNTY agrees to review the need for additional staff and fiscal support to the administration of COUNTY Resolution No. 18-2005 should time, expense, utilization of existing personnel and new workload warrant.
- g. CITY shall provide staff support to the Finney County Board of Zoning Appeals.
- h. CITY shall continue to update and revise the field survey of all areas of the COUNTY to determine proper land use of public and private real property in accordance with all controlling land use and zoning plans, rules, and regulations. The field survey by CITY shall be performed on a continual basis.
- i. CITY shall timely enforce all applicable building codes and respond in a timely manner to all complaints and alleged violations of building codes. CITY agrees that building codes shall be equally enforced throughout the inspection area.

- j. CITY agrees to allow COUNTY to appoint a representative to the Building Safety Board of Appeals.
- k. CITY shall provide COUNTY with periodic reports regarding Code Compliance, Building Inspections and Planning and Zoning.

**COUNTY:**

- aa. COUNTY shall adopt Chapter 18 of the Code of Ordinances of CITY with the exception of Article VII- Television and Radio Antennas and Article XIII – Housing Code.
- bb. COUNTY shall take the necessary action to empower and authorize employees of CITY to carry out and enforce Chapter 18 of the Code of Ordinances of CITY, as it exists at the time of approval of this Agreement or as it may be amended from time to time (with exceptions of Article VII – Television and Radio Antennas and Article XIII – Housing Code), COUNTY zoning ordinances and regulations, and COUNTY environmental code, in the COUNTY to the extent of CITY's responsibilities set forth in paragraphs 10(a) and 10(e) above.
- cc. COUNTY shall make an annual payment to CITY to cover a portion of the expenses of CITY's Neighborhood & Development Services Department which includes inspections, code compliance, planning and zoning, to cover a portion of services in the following amount:

**January 1, 2016 to December 31, 2016 - \$185,000.00**

Thereafter, each subsequent annual term of this Agreement, the fee shall increase by no more than 5%. The percentage increase is spread over the total annual term of this Agreement, the CITY Neighborhood & Development Services Department budget to cover operational expenses, such as, but not limited to, fuel, insurance, equipment, and office materials for the specified services provided to the COUNTY.

The payment shall also be used to cover the cost associated with operation of the Finney County Board of Zoning Appeals. Payment amounts may be evaluated, annually, as needed based on services rendered.

- dd. COUNTY shall take action to abate and/or timely prosecute, through the office of the COUNTY Counselor or COUNTY Attorney, in the District Court of Finney County, Kansas, all complaint violations of Resolution No. 25-2010 and all other controlling codes.
- ee. COUNTY shall provide assistance for the COUNTY Assessor and COUNTY Engineer, reference the identification of agricultural structures that may be placed in a

FEMA Flood Hazard Zone Area after the approval of this Agreement. (Such structures are exempt from building permitting as outlined in Paragraph 11.) Upon notification of a potential structure location, CITY shall evaluate whether the identified structure is in a FEMA Flood Hazard Zone Area. The COUNTY Engineer shall provide elevation data on specified structures upon request by CITY.

ff. COUNTY shall allow CITY to connect data processing equipment to COUNTY equipment as to allow CITY access to real property and special assessment records.

gg. COUNTY shall provide to CITY, reproducible base maps for CITY's maintenance and creation of maps for planning and zoning functions within COUNTY. CITY shall maintain and update, as required, reproducible maps relating to the Finney County Comprehensive Plan and the Finney County Zoning Regulations.

11. **EXEMPTIONS FROM BUILDING CODES.** The parties agree that all individuals and entities engaged in agricultural pursuits, on land designated Agricultural by the Finney County Zoning Regulations, in all areas of COUNTY, shall be exempt from application of the building codes to be enforced by CITY, as outlined in the Finney County Zoning Regulations.
12. **LEGAL RESPONSIBILITY.** It is not the intent of CITY or COUNTY to relieve either party of any obligation or responsibility imposed upon a party by law.
13. **CONTROL OF LEGISLATURE/FUNDING.** The parties acknowledge and agree that this Agreement is subject to change, termination, or limitations, as may be determined by the Legislature of the State of Kansas. In the event sufficient funds shall not be appropriated by CITY or COUNTY for any obligations required under the terms and conditions of this Agreement pursuant to the notice requirements set forth herein.
14. **EFFECTIVE DATE.** This Agreement shall take effect on January 1, 2016, and after its approval by the Board of County Commissioners of COUNTY, and the City Commission of CITY.
15. **PREVIOUS INTERLOCAL AGREEMENT.** The parties agree that this Agreement shall supersede and replace the previous interlocal agreement of September 2014, which shall be deemed to be terminated by the parties as of the effective date of this Agreement.
16. **GENERAL COVENANTS.**
  - a. All notices which are required or which may be given hereunder shall be considered as properly given if delivered in writing, personally, or sent by certified mail, postage prepaid, and addressed as follows:

- i. If to CITY: City Manager  
P.O. Box 998  
Garden City, Kansas 67846
- ii. If to COUNTY: County Administrator  
P.O. Box M  
Garden City, Kansas 67846

Notice served by mail shall be deemed to be given on the date on which such notice is deposited in the United States mail.

- b. This document incorporates all the obligations, agreements, and understandings of the parties hereto, and there are no oral agreements or understandings between the parties hereto concerning the purpose covered by this Agreement.
- c. This Agreement may be amended, changed, or modified, only upon the written consent of both parties.
- d. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, and personal representatives and permitted assigns, subject to approval of the governing body of each party.
- e. This Agreement shall be construed in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have approved this Agreement as indicated herein.

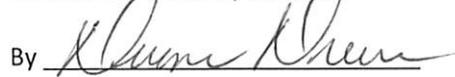
CITY OF GARDEN CITY, KANSAS

By   
Janet A. Doll, Mayor

ATTEST:

  
Celyn N. Hurtado, City Clerk

COUNTY OF FINNEY, KANSAS

By   
Duane Drees, Chairman

ATTEST:

Elsa Ulrich  
Elsa Ulrich, County Clerk



STATE OF KANSAS     )  
                                  )     SS.  
COUNTY OF FINNEY    )

BE IT REMEMBERED, that on the \_\_\_\_\_ day of December, 2015, before me, a Notary Public in and for the County and State aforesaid, came Janet A. Doll, who is personally known to me to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF KANSAS     )  
                                  )     SS.  
COUNTY OF FINNEY    )

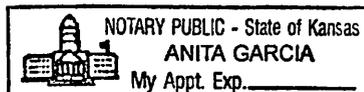
BE IT REMEMBERED, that on the 9<sup>th</sup> day of December, 2015, before me, a Notary Public in and for the County and State aforesaid, came Duane Drees, who is personally known to me to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

Anita Garcia  
Notary Public

My Commission Expires:

11-3-19



## **PLANNING & DEVELOPMENT CONSULTANT AGREEMENT**

THIS PLANNING & DEVELOPMENT CONSULTANT AGREEMENT ("Agreement") is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2023, 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".

### **RECITALS**

A. CITY is a city of the first class situated in Finney County, Kansas that maintains a community planning and development services department capable of providing comprehensive planning for neighborhood livability and smart development by working alongside the public to create long-range goals, plans, and strategies to guide the future of Garden City, Kansas and to promote a livable and economically vibrant community.

B. COUNTY is a duly organized county in the State of Kansas that does not maintain a community planning and development services department to serve the unincorporated areas of Finney County, Kansas but provides for such services by entering into a governmental services agreement with CITY.

C. COUNTY and CITY have had an ongoing contractual relationship since 1994 for CITY to provide community planning and development services to 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.

D. 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.

E. 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.

F. CITY has expanded its capabilities and resources to address the demand by creating a new position of Assistant Director and by hiring additional planners.

G. COUNTY has expanded its capabilities and resources to address the demand by creating a new position of Development & Administrative Coordinator, who can provide limited community planning and development services to the unincorporated areas of Finney County, Kansas.

H. COUNTY desires for CITY to continue to provide community planning and development services to the unincorporated areas of Finney County, Kansas but in a more limited role as a consultant, pursuant to the terms and conditions of this Agreement.

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

J. Continuing to provide a cooperative approach to community planning and development services within the unincorporated areas of Finney County, Kansas is benefit to the governmental functions of CITY and COUNTY and is a benefit to the general public within each respective jurisdiction.

K. 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 cooperative provision of community planning and development services within the unincorporated areas of Finney County, Kansas.

L. 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.

M. Each individual Party is authorized by law to operate a department 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 cooperative provision of community planning and development services within the unincorporated areas of Finney County, Kansas. Nothing in this Agreement shall be construed so as to establish a separate governmental entity for the performance of any function. 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 body 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 the 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 the Chairperson to execute this Agreement for and on behalf of COUNTY.

4. **SCOPE OF SERVICES.** In exchange for the compensation set forth in Paragraph 6, Payment for Services, herein, CITY shall provide community planning and development services to COUNTY as follows, to be collectively referred to herein as "Consulting Services":

(a) **INSPECTIONS.**

- i. **SCOPE OF SERVICES.** The scope of Consulting Services relating to inspections that are to be performed by CITY shall be limited to: (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, whether directly received by or forwarded to CITY, in relation to any such building permit, certificate of occupancy, or inspection related thereto; and (C) receiving, investigating, and making a recommendation on, and assisting with the

prosecution of any complaint received from the public alleging a violation of any resolution of COUNTY that incorporates by reference 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 they may be amended from time to time by CITY, as the same may be omitted, deleted, modified, added, or amended by COUNTY in such resolution ("Building Codes").

- ii. **CUSTOMER SERVICE INQUIRIES.** Upon the receipt of any application or request for a building permit or certificate of occupancy set forth in Subparagraph (a)(i)(A) herein, CITY shall make a decision of approval or denial of any such application or formal request within a reasonable time and shall notify the respective application or requesting party of any such decision within a reasonable time thereafter. CITY shall not be required to notify or seek the opinion, approval, or consent of COUNTY in making any such approval or denial and CITY's failure to do so shall not constitute an element of default under this Agreement.
  - iii. **CUSTOMER SERVICE INQUIRIES.** Upon the receipt of any customer service inquiry set forth in Subparagraph (a)(i)(B) herein, CITY shall respond to the inquiring party within a reasonable time. CITY shall not be required to notify or seek the opinion, approval, or consent of COUNTY in responding to such inquiry and CITY's failure to do so shall not constitute an element of default under this Agreement.
  - iv. **INVESTIGATION OF VIOLATIONS; ASSISTANCE WITH PROSECUTION.** Upon the receipt of any complaint alleging a violation of the Building Codes, as set forth in Subparagraph (a)(i)(C) herein, 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 alleged violation. CITY shall thereafter review all information and documentation and shall prepare and submit an Investigation Report or Investigation Status Report to COUNTY, subject to Paragraph 4(f), Investigation Report, herein. Whenever the County Counselor of COUNTY files an action in the District Court of Finney County, Kansas pursuant to K.S.A. 19-101d(a), 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) **CODE ENFORCEMENT.**
- i. **RESOLUTION NO. 25-2010.** Nothing in this Agreement shall be construed to require CITY to comply with Resolution No. 25-2010, passed and approved by the Board of County Commissioners on November 8, 2010 ("Resolution No. 25-2010").
- (c) **CONSULTING REPORT.**
- i. **GENERAL; CONTENTS.** Whenever CITY receives any preliminary plat, final plat, application, or written request set forth in Subparagraphs (d)(i)(A), (d)(i)(B), or (e)(i)(A), CITY shall prepare a written recommendation to COUNTY that shall include, at a minimum, the following information and documents: (i) the relevant

background information; (ii) a copy of any plat, application, or formal request that was submitted; (iii) a copy of any other information or documentation that was submitted; and (iv) a recommendation stating whether the preliminary plat, final plat, application, or written request should be approved or denied (“Consulting Report”).

- ii. **TIME FRAME.** A Consulting Report shall be submitted by CITY to COUNTY within a reasonable time after: (A) CITY has gathered all necessary information and documentation from the owner, developer, applicant, requesting party, or any other source that enables CITY to make a recommendation of approval or denial of the preliminary plat, final plat, application, or written request; and (B) CITY has had a reasonable time to review the same.
  - iii. **CONSULTANT STATUS REPORT.** In lieu of any Consulting 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 (“Consultant Status Report”).
  - iv. **INDEPENDENT RECOMMENDATION.** The manner and means of making any such recommendation shall not be subject to the supervision, control, or direction of COUNTY and CITY’s failure to obtain COUNTY approval prior to submitting any Consulting Report to COUNTY. Any such failure by CITY shall not constitute an element of default under this Agreement.
  - v. **INDEPENDENT DECISION.** Nothing in this Agreement shall be construed to require COUNTY to accept the recommendation of any Consulting Report and, upon the receipt of such report, COUNTY may accept or reject the recommendation or, in lieu thereof, may submit a request to CITY for additional information or documentation pursuant to Paragraph 4(c)(vi), Request for Further Information, herein.
  - vi. **REQUEST FOR FURTHER INFORMATION.** In lieu of accepting or rejecting a recommendation made in a Consulting 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 the underlying plat, application, or request (“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.
- (d) **PLANNING.**
- i. **SCOPE OF SERVICES.** The scope of Consulting Services relating to planning that are to be performed by CITY shall be limited to: (A) receiving, processing, and making a recommendation on any preliminary plat, or final plat submitted by the public pursuant to the Subdivision Regulations of Finney County, Kansas (“Subdivision Regulations”); (B) receiving, processing, and making a recommendation on any application or written request submitted by the public in relation to any variance, exception, or waiver pursuant to the Subdivision Regulations, but excluding any bond; (C) receiving and responding to customer service inquiries of the public, whether directly received by or forwarded to CITY, in relation to any such preliminary plat, final plat, application, or written request; and (D) receiving, investigating, and making a recommendation on, and assisting with the prosecution of any complaint received from the public alleging a violation of the Subdivision Regulations.

- ii. **PLATS, APPLICATIONS, AND WRITTEN REQUESTS.** Upon the receipt of any preliminary plat, final plat, application, or written request set forth in Subparagraphs (d)(i)(A) or (B), CITY shall gather all necessary information and documentation from the owner, developer, applicant, requesting party, or any other source that enables CITY to make a recommendation of approval or denial of the preliminary plat, final plat, application, or written request. CITY shall thereafter review all information and documentation and shall prepare and submit a Consulting Report or Consultant Status Report to COUNTY, subject to Paragraph 4(c), Consulting Report, herein.
  - iii. **CUSTOMER SERVICE INQUIRIES.** Upon the receipt of any customer service inquiry set forth in Subparagraph (d)(i)(C) herein, CITY shall respond to the inquiring party within a reasonable time. CITY shall not be required to notify or seek the opinion, approval, or consent of COUNTY in responding to such inquiry and CITY's failure to do so shall not constitute an element of default under this Agreement.
  - iv. **INVESTIGATION OF VIOLATIONS; ASSISTANCE WITH PROSECUTION.** Upon the receipt of any complaint alleging a violation of the Subdivision Regulations, as set forth in Subparagraph (d)(i)(D) herein, 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 alleged violation. CITY shall thereafter review all information and documentation and shall prepare and submit an Investigation Report or Investigation Status Report to COUNTY, subject to Paragraph 4(f), Investigation Report, herein. Whenever the County Counselor of COUNTY files an action in the District Court of Finney County, Kansas pursuant to K.S.A. 19-101d(a), 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.
- (e) **ZONING.**
- i. **SCOPE OF SERVICES.** The scope of Consulting Services relating to zoning that are to be performed by CITY shall be limited to: (A) receiving, processing, and making a recommendation on any application or written request submitted by the public in relation to any rezoning, conditional use permit, variance, exception, or waiver pursuant to the Zoning Regulations; (B) receiving and responding to customer service inquiries of the public, whether directly received by or forwarded to CITY, in relation to any such application or written request; and (C) receiving, investigating, making a recommendation on, and assisting with the prosecution of any complaint received from the public alleging a violation of the Zoning Regulations of Finney County, Kansas ("Zoning Regulations")
  - ii. **APPLICATIONS AND WRITTEN REQUESTS.** Upon the receipt of any application or formal request set forth in Subparagraph (e)(i)(A), CITY shall gather all necessary information and documentation from the applicant, requesting party, or any other source that enables CITY to make a recommendation on approval or denial of the application or formal request. CITY shall thereafter review all information and documentation and shall prepare and submit a Consulting Report or Consultant Status Report to COUNTY, subject to Paragraph 4(c), Consulting Report, herein.

- iii. **CUSTOMER SERVICE INQUIRIES.** Upon the receipt of any customer service inquiry set forth in Subparagraph (e)(i)(B) herein, CITY shall respond to the inquiring party within a reasonable time. CITY shall not be required to notify or seek the opinion, approval, or consent of COUNTY in responding to such inquiry and CITY's failure to do so shall not constitute an element of default under this Agreement.
  - iv. **INVESTIGATION OF VIOLATIONS; ASSISTANCE WITH PROSECUTION.** Upon the receipt of any complaint alleging a violation of the Zoning Regulations, as set forth in Subparagraph (e)(i)(C) herein, 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 alleged violation. CITY shall thereafter review all information and documentation and shall prepare and submit an Investigation Report or Investigation Status Report to COUNTY, subject to Paragraph 4(f), Investigation Report, herein. Whenever the County Counselor of COUNTY files an action in the District Court of Finney County, Kansas pursuant to K.S.A. 19-101d(a), 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.
- (f) **INVESTIGATION REPORT.**
- i. **GENERAL; CONTENTS.** Whenever CITY receives any complaint alleging a violation of the Building Codes, Subdivisions Regulations, or Zoning Regulations, as set forth in Subparagraphs (a)(i)(C), (d)(i)(D), (e)(i)(C) herein, respectively, CITY shall prepare a written recommendation to the County Counselor of COUNTY that shall include, at a minimum, the following information and documents: (i) the relevant background information; (ii) a copy of any other information or documentation that was submitted or gathered from the complaining party or any other source; and (iii) a recommendation stating whether each alleged violation is supported by probable cause pursuant to K.S.A. 19-101d(a), and amendments thereto ("Investigation Report").
  - ii. **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(a), and amendments thereto; and (B) CITY has had a reasonable time to review the same.
  - iii. **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 ("Investigation Status Report").
  - iv. **INDEPENDENT RECOMMENDATION.** The manner and means of making any such recommendation shall not be subject to the supervision, control, or direction of COUNTY and CITY's failure to obtain COUNTY approval prior to submitting any Investigation Report to COUNTY. Any such failure by CITY shall not constitute an element of default under this Agreement.

- v. **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 to CITY for additional information or documentation pursuant to Paragraph 4(f)(vi), Request for Further Information, herein.
  - vi. **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 violation of the Building Codes, Subdivision Regulations, or Zoning Regulations (“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.
- (g) **EXCLUSIONS.**
- i. **AMENDMENTS TO 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 Subdivision Regulations or Zoning Regulations; provided, however, that CITY shall, upon the request of COUNTY, issue a professional recommendation regarding such amendment to the Holcomb-Garden City-Finney County Area Planning Commission (“Planning Commission”), the Board of Zoning Appeals of Finney County, Kansas (“BZA”), the Board of County Commissioners, or any combination thereof.
  - ii. **RESOLUTION DRAFTING NOT INCLUDED.** Nothing in this Agreement shall be construed to require CITY to draft any resolution, variance, exception, waiver, or other record that may be requested by COUNTY in order to document the official action taken in relation to a Consulting Report or in relation to any underlying preliminary plat, final plat, application, or written request set forth in Subparagraphs (d)(i)(A), (d)(i)(B), or (e)(i)(A). Notwithstanding the foregoing, CITY may be required to draft any report, exhibit, or other document required by the County Counselor of COUNTY to assist with any prosecution pursuant to K.S.A. 19-101d(a), and amendments thereto.
  - iii. **NOTICES NOT INCLUDED.** Nothing in this Agreement shall be construed to require CITY to send any notice required by law, ordinance, resolution, or regulation to a particular person, group of people, or the public in general, including, but not limited to, any notice by certified mail or by publication.
  - iv. **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 Building Codes, Subdivision Regulations, or Zoning Regulations.
- (h) **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, 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.

- (i) **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 Consulting Services, 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.
- (j) **OPEN RECORDS.** Any information or document that is received or created by CITY in the course of providing Consulting Services, including, but not limited to, emails, 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 BZA, the Board of County Commissioners, 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.
- (k) **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 to provide Consulting Services.

5. **TERM.** The term of this Agreement shall be for a term of three (3) years, commencing on the 1<sup>st</sup> day of January, 2024 ("Effective Date") and ending on the 31<sup>st</sup> day of December, 2026.

6. **PAYMENT FOR SERVICES.** The compensation for Consulting Services that COUNTY shall pay to CITY for each year during the term of this Agreement shall be as set forth and payable as provided for in this paragraph and its subparagraphs. 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.

- (a) **YEAR ONE.** COUNTY shall pay CITY a total of **\$247,917.70**, which shall be payable in two (2) payments of \$123,958.85, with the first payment to be paid on or before January 15, 2024 and the second payment to be paid on or before July 15, 2024.
- (b) **YEAR TWO.** COUNTY shall pay CITY a total of **\$260,313.58**, which shall be payable in two (2) payments of \$130,156.79, with the first payment to be paid on or before January 15, 2025 and the second payment to be paid on or before July 15, 2025.

- (c) **YEAR THREE.** COUNTY shall pay CITY a total of **\$273,329.26** which shall be payable in two (2) payments of \$136,664.63, with the first payment to be paid on or before January 15, 2025 and the second payment to be paid on or before July 15, 2025.

7. **INDEPENDENT CONTRACTOR.** CITY acknowledges and agrees that any of its employees, contractors, or agents who perform Consulting Services shall be considered as independent contractors of COUNTY and shall not be considered as employees of COUNTY. COUNTY shall not exercise any supervision, control, or direction over the manner or means by which any employee, consultant, or agent of CITY performs Consulting Services.

8. **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 provides Consulting Services, 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 provides Consulting Services 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 provide Consulting Services. 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 Consulting Services.

9. **TERMINATION.** This Agreement shall not be terminated, except in the case of termination due to: (a) nonpayment pursuant to Paragraph 12, Nonpayment, herein; (b) default pursuant to Paragraph 13, Default, herein; (c) termination due to non-appropriation of funds pursuant to Paragraph 14, 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 Eight (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 19(i), Survivability, herein shall survive any termination pursuant to or referenced by this paragraph.

10. **PRO-RATA PAYMENT UPON TERMINATION.** Upon any termination pursuant to or referenced by Paragraph 9, Termination, herein, COUNTY shall only be responsible for the payment of Consulting Services rendered by CITY up to 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.

11. **WINDING DOWN UPON TERMINATION.** Upon any termination pursuant to or referenced by Paragraph 9, Termination, herein, COUNTY shall immediately upon the date of termination assume responsibility of and perform all acts designated as Consulting Services, including, but 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 the Consulting Services 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 provide Consulting Services to COUNTY other than the Winding Down Activities. The provisions of this paragraph shall survive any termination or expiration of this Agreement.

12. **NONPAYMENT.** The failure of COUNTY to pay any fee required to be paid under this Agreement shall be considered a default in the 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 14 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.

13. **DEFAULT.** COUNTY may terminate this Agreement in the event that any employee, consultant, or agent of CITY who provides Consulting Services fails to submit any Consulting Report or Investigation Report to COUNTY, but only upon the condition that: (a) CITY has received written notice of default from COUNTY that specifies the particular application or written request requiring such report ("Notice of Default"); (b) CITY thereafter fails to submit the particular report to COUNTY within thirty (30) days after CITY's receipt of the Notice of Default; (c) CITY has received notices of default pursuant to this paragraph on different matters and on different occasions at least twice in the sixty (60) days immediately preceding the date that the Notice of Default was received by CITY; and (d) COUNTY provides CITY with a written notice of termination. CITY may terminate this Agreement in the event that COUNTY or any of its elected officials, employees, officers, directors, agents, or contractors attempts to exercise any supervision, control, or direction over the manner or means by which any employee, consultant, or agent of CITY performs Consulting Services, but only upon the condition that: (a) COUNTY has received written notice of default from CITY that specifies the particular attempt to exercise such supervision, control, or direction ("Notice of Default"); (b) COUNTY thereafter continues to exercise such supervision, control, or direction within thirty (30) days after COUNTY's receipt of the Notice of Default; (c) COUNTY has received notices of default pursuant to this paragraph on different occasions at least twice in the sixty (60) days immediately preceding the date that the Notice of Default was received by COUNTY; and (d) CITY provides COUNTY with a written notice of termination. Any Party declaring a default or terminating pursuant to this paragraph shall have the right to pursue all available remedies allowed by law or equity, subject to any limitations set forth in this Agreement.

14. **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.

15. **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



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 7<sup>th</sup> Street  
Garden City, Kansas 67846  
Telephone: (620) 276-3203  
Facsimile: (620) 276-3300

19. **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 cooperative provision of community planning and development within the unincorporated areas of Finney County, Kansas. 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.

- (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 10, 11, 16, and 17, titled as Pro-Rata Payment Upon Termination, Winding Down Upon Termination, Limitation of Liability, and Indemnification of Third-Party Claims, 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.

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

CITY OF GARDEN CITY, KANSAS

By \_\_\_\_\_  
MANNY ORTIZ, Mayor

ATTEST:

\_\_\_\_\_  
CELYN N. HURTADO, City Clerk

**COUNTY OF FINNEY, KANSAS**

By \_\_\_\_\_  
GERALD O. SCHULTZ, Chairperson  
Board of County Commissioners of  
Finney County, Kansas

ATTEST:

\_\_\_\_\_  
DORI MUNYAN, County Clerk

INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF GARDEN CITY, KANSAS  
AND THE COUNTY OF FINNEY, KANSAS

---

**THIS INTERLOCAL AGREEMENT** (Agreement) made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF GARDEN CITY, KANSAS, a municipal corporation (CITY), and the COUNTY OF FINNEY, KANSAS (COUNTY).

**WHEREAS**, 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 geographic, economic, population, and other factors influencing the needs and development of the community; and

**WHEREAS**, CITY and COUNTY have expressed a desire to consolidate resources and services to provide for uniformity in building codes and building code inspection and enforcement, and public nuisance abatement in CITY and COUNTY; and

**WHEREAS**, CITY and COUNTY previously entered into agreements, dated April 26, 1994, June 19, 1995, June 22, 1999, October 2, 2001, September 14, 2004, May 15, 2006, July 12, 2006, July 23, 2007, June 16, 2008, February 15, 2011, September 2, 2014, and December 15, 2015, for such purposes, and the latest edition of the agreement now needs to be amended.

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

1. **DEFINITIONS.** The following definitions shall apply to this Agreement

Building Codes: Any and all codes incorporating by reference the 2017 Edition of the “NFPA 70: National Electrical Code,” as it may be amended from time to time by CITY, and the 2018 Editions of the following: International Building Code, International Residential Code for One- and Two-family Dwellings, International Existing Building Code, International Code Council Performance Code for Buildings and Facilities, International Plumbing Code, International Mechanical Code, International Fuel Gas Code, International Property Maintenance Code, International Swimming Pool and Spa Code and International Fire Code, as they may be amended from time to time by CITY.

Inoperable Vehicle: As defined in COUNTY Resolution No. 25-2010.

Public Nuisance: As defined in COUNTY Resolution No. 25-2010.

2. **AUTHORITY TO CONTRACT.** CITY and COUNTY possess the power, privilege, and/or authority to enter into this Agreement pursuant to K.S.A. 12-101, K.S.A. 12-2908 *et seq.*, K.S.A. 19-101, and K.A.A. 19-101a, and the Kansas Constitution, Article 12, Sec. 5.
3. **ADOPTION.** CITY and COUNTY shall take all appropriate action to adopt and approve this Agreement by ordinance, resolution, or motion.

4. **DURATION.** ~~This Agreement shall be for a term of one (1) year beginning January 1, 2016, and ending December 31, 2016.~~ This agreement shall become effective upon the signature of the parties and shall continue until December 31, 2023 wherein it will automatically renew for a one year term beginning January 1, 2024 and ending December 31, 2024. This Agreement shall thereafter automatically be renewed for one (1) year terms, unless either party gives the other party written notice of intent to terminate on or before July 1st of any annual term.
5. **SEPARATE ENTITY/ADMINISTRATION.** It is not the intent of CITY and COUNTY to create a separate legal or administrative entity to perform the functions of this Agreement. The City Manager of CITY and the County Administrator of COUNTY shall be responsible for administration of this Agreement, subject to approval by the governing bodies of CITY and COUNTY.
6. **MANNER OF FINANCING.** The manner of financing to support the purpose of this Agreement shall be through expenditure of general funds as appropriated annually by CITY and/or COUNTY.
7. **TERMINATION.** This Agreement may be terminated by either party, for any reason, at the end of any term, by giving written notice to the other party, on or before July 1st of any annual term.
8. **REVIEW.** The parties agree to review this Agreement in June 2024, and each June thereafter, to determine if any mutually agreed revisions need to be made to the Agreement, including but not limited to any revisions for credits or payments due hereunder.
9. **DEFAULT.** Should a party fail to abide by the terms and conditions of this Agreement, the other party may declare a default and thereafter, give written notice of intent to terminate by reason of default, said notice to be not less than ninety (90) days prior to the date of termination. This Agreement shall not limit in any manner, the legal rights or remedies a party might have in the event of default.
10. **PURPOSE.** The purpose of this Agreement is to provide for the consolidation and coordination of, (a) building code inspection and enforcement of building codes in CITY and COUNTY to include the functions of planning, zoning, and subdivision regulation as specified herein, (b) public nuisance complaint investigation and abatement, and (c) the other specifically designated codes, regulations, or functions set forth below. The specific responsibilities of each of the parties shall be as follows:
  - a. CITY shall assume all responsibility for building code inspection and enforcement in CITY and COUNTY. CITY shall issue all licenses, permits, and collect all applicable fees.
    - i. CITY shall also assume all responsibility for building code inspection and enforcement and the issuance of licenses, permits and collections of all applicable fees for all areas of COUNTY, including all residential, commercial, public, and/or industrial facilities not otherwise exempt under paragraph 11 of this Agreement.

- b. All fees paid for licenses, permits, or any other assessments, shall be the sole property of CITY. On a case by case basis, COUNTY may waive applicable fees in COUNTY for mileage, zoning fees, building permits, subdivision fees, penalty fees and additional or recall inspections, up to eighty percent (80%) of the fee value. COUNTY shall reimburse CITY for all waived fees.
- c. ~~All personnel involved in building code inspection and enforcement shall be employees of CITY, under the exclusive direction and control of CITY. City shall administer and enforce building code inspection and enforcement within COUNTY, with assistance provided by County, as set forth in this Agreement.~~
- d. CITY shall administer and enforce the Floodplain Regulations within COUNTY, with assistance provided by COUNTY, as set forth in this Agreement.
- e. ~~CITY shall administer and enforce the Environmental Code of COUNTY, including new septic tank and system inspection. CITY is authorized to contract with a third party for the services to be provided in this paragraph. Should CITY be unable to contract for these services, CITY and COUNTY shall renegotiate the enforcement of the Environmental Code with COUNTY.~~
- e. CITY, through its Code Compliance Officer (Compliance Officer) is designated by COUNTY, and is authorized to act as Compliance Officer, as provided by COUNTY Resolution No. 25-2010 or any subsequent amendments or modifications (Resolution No. 25-2010). At the request of COUNTY, Compliance Officer shall investigate and verify public nuisances, as defined by Resolution No. 25-2010. COUNTY will provide, legal advice, and timely prosecution for implementation of Resolution No. 25-2010. It is the intent of the parties that the Compliance Officer employed by CITY shall be involved in implementation of Resolution No. 25-2010. Hearing, abatement, appeal, assessment, and prosecution proceedings and provisions of Resolution No. 25-2010 shall be the exclusive responsibility of COUNTY, although CITY agrees that its Compliance Officer shall participate at the same level of input and cooperation as the employee does for CITY Code of Ordinances enforcement. The provisions of this subparagraph (f) shall be reviewed annually. COUNTY agrees to review the need for additional staff and fiscal support to the administration of COUNTY Resolution ~~No. 18-2005~~ No. 25-2010 should time, expense, utilization of existing personnel and new workload warrant.
- f. CITY shall provide staff support to the Finney County Board of Zoning Appeals.
- g. CITY shall continue to update and revise the field survey of all areas of the COUNTY to determine proper land use of public and private real property in accordance with all controlling land use and zoning plans, rules, and regulations. The field survey by CITY shall be performed on a continual basis.
- h. CITY shall timely enforce all applicable building codes and respond in a timely manner to all complaints and alleged violations of building codes. CITY agrees that building codes shall be equally enforced throughout the inspection area.

- i. CITY agrees to allow COUNTY to appoint a representative to the Building Safety Board of Appeals.
- j. ~~CITY shall provide COUNTY with periodic reports regarding Code Compliance, Building Inspections and Planning and Zoning.~~ CITY shall provide COUNTY with monthly reports regarding Code Compliance and Building Inspections. The monthly Building Inspection reports shall include but not be limited to the amount, type, description, and location of inspections performed, certificates of occupancy issued, and building permits issued. CITY shall provide COUNTY with bi-weekly reports, which shall include but not be limited to information and status for plats, Planning Commission, and Finney County Board of Zoning Appeals cases.
- k. CITY shall include and consult with COUNTY through a designated COUNTY Development Liaison on all issues involving the functions of COUNTY planning, zoning, and subdivision regulation. CITY shall notify COUNTY Development Liaison of any development within the unincorporated area of the COUNTY.
- l. CITY shall provide COUNTY Counselor a minimum of two weeks prior to any Board of COUNTY COMMISSIONERS meeting to review and draft resolutions before being submitted to the agenda for the Board of COUNTY Commissioners. More time may be required depending on the complexity and circumstances. CITY shall include and consult the COUNTY Counselor and COUNTY Development Liaison on all zoning and subdivision regulation amendments.

**COUNTY:**

- aa. COUNTY shall adopt Chapter 18 of the Code of Ordinances of CITY with the exception of Article VII- Television and Radio Antennas and Article XIII – Housing Code.
- bb. COUNTY shall take the necessary action to empower and authorize employees of CITY to carry out and enforce Chapter 18 of the Code of Ordinances of CITY, as it exists at the time of approval of this Agreement or as it may be amended from time to time (with exceptions of Article VII – Television and Radio Antennas and Article XIII – Housing Code), **and** COUNTY zoning ordinances and regulations, ~~and COUNTY environmental code,~~ in the COUNTY to the extent of CITY’s responsibilities set forth in paragraphs **10(a) and 10(l)** above.
- cc. COUNTY shall make an annual payment to CITY to cover a portion of the expenses of CITY’s Neighborhood & Development Services Department which includes inspections, code compliance, planning and zoning, to cover a portion of services in the following amount:

**January 1, 2023 to December 31, 2023 - \$236,112.10**

Thereafter, each subsequent annual term of this Agreement, the fee shall increase by no more than 5%. The percentage increase is spread over the total annual term of this Agreement, the CITY Neighborhood & Development Services Department budget to cover operational expenses, such as, but not limited to, fuel,

insurance, equipment, and office materials for the specified services provided to the COUNTY.

The payment shall also be used to cover the cost associated with operation of the Finney County Board of Zoning Appeals. Payment amounts may be evaluated, annually, as needed based on services rendered.

- dd. COUNTY shall take action to abate and/or timely prosecute, through the office of the COUNTY Counselor or COUNTY Attorney, in the District Court of Finney County, Kansas, all complaint violations of Resolution No. 25-2010 and all other controlling codes.
  - ee. COUNTY shall provide assistance for the COUNTY Assessor and COUNTY Engineer, reference the identification of agricultural structures that may be placed in a FEMA Flood Hazard Zone Area after the approval of this Agreement. (Such structures are exempt from building permitting as outlined in Paragraph 11.) Upon notification of a potential structure location, CITY shall evaluate whether the identified structure is in a FEMA Flood Hazard Zone Area. The COUNTY Engineer shall provide elevation data on specified structures upon request by CITY.
  - ff. COUNTY shall allow CITY to connect data processing equipment to COUNTY equipment as to allow CITY access to real property and special assessment records.
  - gg. COUNTY shall provide to CITY, reproducible base maps for CITY's maintenance and creation of maps for planning and zoning functions within COUNTY. CITY shall maintain and update, as required, reproducible maps relating to the Finney County Comprehensive Plan and the Finney County Zoning Regulations.
  - hh. COUNTY shall provide a COUNTY Development Liaison to provide support to the employees of the CITY on all issues involving the functions of planning, zoning, and subdivision regulation. The COUNTY Development Liaison shall be notified by the CITY of any development within the unincorporated area of the COUNTY and shall be the lead coordinator for all development within the unincorporated area of the COUNTY.
  - ii. COUNTY shall administer and enforce the Environmental Code of COUNTY pursuant to Resolution 34-92, including new septic tank and system inspection.
  - jj. COUNTY shall draft all COUNTY resolutions upon CITY's completion of their duties as laid out in paragraphs 10(a) and 10(l) above.
11. **EXEMPTIONS FROM BUILDING CODES.** The parties agree that all individuals and entities engaged in agricultural pursuits, on land designated Agricultural by the Finney County Zoning Regulations, in all areas of COUNTY, shall be exempt from application of the building codes to be enforced by CITY, as outlined in the Finney County Zoning Regulations.
12. **LEGAL RESPONSIBILITY.** It is not the intent of CITY or COUNTY to relieve either party

of any obligation or responsibility imposed upon a party by law.

13. **CONTROL OF LEGISLATURE/FUNDING.** The parties acknowledge and agree that this Agreement is subject to change, termination, or limitations, as may be determined by the Legislature of the State of Kansas. In the event sufficient funds shall not be appropriated by CITY or COUNTY for any obligations required under the terms and conditions of this Agreement pursuant to the notice requirements set forth herein.
14. **EFFECTIVE DATE.** This Agreement shall take effect on \_\_\_\_\_, 2023, and after its approval by the Board of County Commissioners of COUNTY, and the City Commission of CITY.
15. **PREVIOUS INTERLOCAL AGREEMENT.** The parties agree that this Agreement shall supersede and replace the previous interlocal agreement of December 2015, which shall be deemed to be terminated by the parties as of the effective date of this Agreement.
16. **GENERAL COVENANTS.**
  - a. All notices which are required or which may be given hereunder shall be considered as properly given if delivered in writing, personally, or sent by certified mail, postage prepaid, and addressed as follows:
    - i. If to CITY: City Manager  
P.O. Box 998  
Garden City, Kansas 67846
    - ii. If to COUNTY: County Administrator  
P.O. Box M  
Garden City, Kansas 67846

Notice served by mail shall be deemed to be given on the date on which such notice is deposited in the United States mail.

- b. This document incorporates all the obligations, agreements, and understandings of the parties hereto, and there are no oral agreements or understandings between the parties hereto concerning the purpose covered by this Agreement.
- c. This Agreement may be amended, changed, or modified, only upon the written consent of both parties.
- d. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, and personal representatives and permitted assigns, subject to approval of the governing body of each party.
- e. This Agreement shall be construed in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have approved this Agreement as indicated herein.

CITY OF GARDEN CITY, KANSAS

By \_\_\_\_\_  
Deborah Oyler, Mayor

ATTEST:

\_\_\_\_\_  
Celyn N. Hurtado, City Clerk

COUNTY OF FINNEY, KANSAS

By \_\_\_\_\_  
Gerry Schultz, Chairman

ATTEST:

\_\_\_\_\_  
Dori Munyan, County Clerk

STATE OF KANSAS     )  
                                  )     SS.  
COUNTY OF FINNEY    )

BE IT REMEMBERED, that on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public in and for the County and State aforesaid, came Janet A. Doll, who is personally known to me to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF KANSAS     )  
                                  )     SS.  
COUNTY OF FINNEY    )

BE IT REMEMBERED, that on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public in and for the County and State aforesaid, came Duane Drees, who is personally known to me to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_



**TO:** City Commission  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Danielle B. Burke, Assistant City Manager  
**DATE:** April 2, 2024  
**RE:** Kansas Moderate Income Housing (MIH) Grant Agreement - City and Kansas Housing Resource Corporation

---

**ISSUE:**

The Governing Body is asked to consider and approve an agreement between the City of Garden City and Kansas Housing Resource Corporation for the grant in the amount of \$2,000,000.00 from the Kansas Moderate Income Housing - American Rescue Plan Act Grant Program for the Sligo Station Project.

**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. Recently, the Kansas Housing Resource Corporation added a MIH-ARPA Request for Proposal that allows for larger projects to submit funding requests. Grants or loans under the Program will be limited to no more than \$3,500,000 per awardee.

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.

On February 7, 2023, the City Commission adopted Resolution No. 3001-2023 allowing the City to submit an application for the Sligo Station project on behalf of Hawkeye Development, LLC. The property is generally located at 1801 Palace Drive. The developer was awarded \$2,000,000 MIH-ARPA grant and \$1,200,000 in Kansas Housing Investment Tax Credits. The current phase of the project includes 62 units of studio, one-bedroom, and two-bedroom units. The grant can be used solely for construction costs of the homes.

Staff is requesting the Governing Body authorize the Mayor to sign the agreement between the City and KHRC regarding the project.

City Attorney Cunningham has reviewed a draft of the agreement.

**ALTERNATIVES:**

1. The Governing Body may authorize the Mayor to sign the agreement with Kansas Housing Resources Cooperation.
2. The Governing Body may not authorize the Mayor to sign the agreement with Kansas Housing

Resources Cooperation.

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

**RECOMMENDATION:**

Staff recommends the Governing Body authorize the Mayor to sign the agreement with Kansas Housing Resources Cooperation.

**FISCAL NOTE:**

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

**ATTACHMENTS:**

[MIH-ARPA Grant Agreement with KHRC](#)

**MODERATE INCOME HOUSING-AMERICAN RESCUE PLAN ACT PROGRAM**  
**GRANT AGREEMENT**  
**City of Garden City – 2023 Round 1**  
**No. 23-0103-ARPA**

**THIS GRANT AGREEMENT (“Agreement”)** is made by and between the City of Garden City, Kansas, 301 North 8<sup>th</sup> Street, Garden City, Kansas 67846 (“**Grantee**”), and Kansas Housing Resources Corporation, 611 South Kansas Avenue, Suite 300, Topeka, Kansas 66603 (“**KHRC**”) this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**WHEREAS**, KHRC is a non-profit public corporation responsible for administering Federal and State housing programs, including the State Housing Trust Fund (“**SHTF**”);

**WHEREAS**, the Kansas Legislature provided funding to the SHTF administered by KHRC to be used for the purpose of loans or grants to cities or counties for infrastructure or housing development in rural areas, in accordance with KHRC’s Moderate Income Housing (“**MIH**”) program, including allocating \$20 million to the MIH program from Federal State and Local Fiscal Recovery Funds (“**SLFRF**”) provided to the State of Kansas through the U.S. Department of Treasury (“**Treasury**”) under the American Rescue Plan Act (“**ARPA**”);

**WHEREAS**, utilizing the subject ARPA SLFRF funds provided, KHRC issued a Kansas Moderate Income Housing-American Rescue Plan Act (“**MIH-ARPA**”) Request for Proposal (“**RFP**”) on December 14, 2022;

**WHEREAS**, in response to this RFP, Grantee requested MIH-ARPA funds for proposed eligible activities through an application dated 17<sup>th</sup> of February, 2023, which is relied upon by KHRC in entering into this Agreement; and

**WHEREAS**, KHRC’s Loans and Grants Committee on 5<sup>th</sup> of April, 2023, approved a grant totaling Two Million and no/100 Dollars (\$2,000,000.00) for Grantee’s proposed eligible activities set forth in its application (“**Eligible Activities**”).

**NOW THEREFORE**, in consideration of the promises and covenants set forth herein, the parties do mutually agree as follows:

1. **Grant Funds**. KHRC hereby allocates Grantee up to \$2,000,000 (“**Funds**”) for the Eligible Activities subject to the terms and conditions set forth in this Agreement. Grantee agrees and acknowledges that KHRC made the subject allocation in reliance on the representations, statements, and information provided by Grantee in its application (the “**Application**”), which is incorporated herein by this reference and made a part of this Agreement. Grantee agrees and acknowledges that KHRC materially relied on the Application, and Grantee certifies that the information in the Application is true and correct. Any change to the Eligible Activities or to the information submitted in the Application, which would, in KHRC’s sole discretion,

affect KHRC's evaluation of the Application may cause for KHRC to find Grantee in noncompliance as provided in paragraph 10.

2. **Use of Grant Funds**. Grantee shall use the Funds solely on the Eligible Activities, as set forth in the Application approved by KHRC, and Grantee agrees as follows:
  - a. As further described in **Exhibit A**, and in accordance with the projected Budget provided in **Exhibit B**, Grantee shall construct a sixty two (62) unit residential complex building. Initial layout includes studio, one-bedroom, and two-bedroom units.
  - b. Construction of this development shall begin by April 1, 2024, and be completed by August 31, 2025, unless Grantee requests and obtains prior written approval from KHRC.
  - c. A minimum of 44 MIH-ARPA rental units are committed to this development/project.
  - d. The representations and commitments made in the Application are all hereby incorporated herein and remain continuing representations and obligations of the Grantee.
  - e. Prior to making any modifications to the Eligible Activities as set forth in the Application, Grantee shall submit a detailed request to KHRC and obtain KHRC's written approval.
  - f. All Funds provided under this Agreement must be expended by September 30, 2026, to ensure compliance with ARPA SLFRF requirements and 31 CFR 35.5. If KHRC determines at any time, in its sole discretion, that Grantee's use of the Funds is not sufficient to ensure use of all funds on or before June 30, 2026, then KHRC may take further action, including but not limited to, requesting additional documentation or information from Grantee, recapturing any unused funds from Grantee, and/or terminating this Agreement.
3. **Leverage Commitment**. In addition to the Funds provided by KHRC under this Agreement, Grantee shall provide or obtain other resources towards the costs of the Eligible Activities as set forth in the Application.
4. **Kansas Housing Investor Tax Credits**. In addition to the Funds provided by KHRC under this Agreement, Grantee agrees and acknowledges that the project builder or developer identified in the Application also received an allocation of Kansas Housing Investor Tax Credits ("**KHITCs**") related to the Eligible Activities. Grantee agrees and acknowledges that the allocation of KHITCs shall be governed by a separate agreement between KHRC and the subject builder or developer,

which shall impose additional requirements and obligations on the Eligible Activities, and that Grantee is familiar with the same.

**5. Disbursement of Grant Funds.** Grantee shall use the local jurisdiction's approved process for selecting contractors or vendors for the Eligible Activities.

Grantee shall submit to KHRC documentation regarding Grantee's procurement processes and/or policies or shall submit a sole source/competition impractical request for KHRC's consideration and approval, which must outline the rationale for working with a particular developer.

As development costs are incurred, Grantee may make requests for payment according to the terms in **Exhibit C** using the Request for Disbursement form provided by KHRC, as may be amended from time to time. With each request, Grantee shall provide documentation of the current project status and the progress made toward completion, including, as appropriate or as requested, documentation of costs.

KHRC reserves the right to request additional documentation or information from Grantee prior to disbursement of any Funds, in KHRC's sole discretion, and Grantee agrees to promptly respond to all requests. KHRC may retain a portion of the Funds, in an amount determined solely by KHRC, until demonstration of project completion has been received and verified by KHRC.

**6. Compliance with Regulations.** Grantee shall ensure compliance with all MIH-ARPA rules and restrictions, the RFP, and all governing laws, including, as applicable, the accessibility requirements of the **Fair Housing Act and K.S.A. 58-1401, et seq.** as described in **Exhibit D** and either the 2018 International Energy Conservation Code or the alternative MIH-ARPA Energy Efficiency Requirements in **Exhibit E**.

Grantee shall administer the Funds in accordance with all applicable ARPA SLFRF requirements provided by law, regulation, Treasury guidance, or the like, as detailed further in the RFP and as may be revised from time to time, and in accordance all applicable federal and state laws, regulations, and requirements. Grantee shall ensure the Funds are used and administered in compliance with all relevant requirements under 2 C.F.R. 200, including, as applicable to Grantee's administration of the Funds, Subparts A, B, C, F, and the following provisions from Subpart D:

- 200.300 Statutory and national policy requirements.
- 200.302 Financial management.
- 200.303 Internal controls.
- 200.328 Financial reporting.
- 200.329 Monitoring and reporting program performance.
- 200.334 Retention requirements for records.

- 200.335 Requests for transfer of records.
  - 200.336 Methods for collection, transmission, and storage of information.
  - 200.337 Access to records.
  - 200.338 Restrictions on public access to records.
  - 200.334 Retention requirements for records.
  - 200.335 Requests for transfer of records.
  - 200.336 Methods for collection, transmission, and storage of information.
  - 200.337 Access to records.
  - 200.338 Restrictions on public access to records.
  - 200.346 Collection of amounts due.
7. **Program Income.** Grantee agrees to use any income derived from or generated by the Eligible Activities and received by the Grantee, regardless of when the income is received, solely for the Eligible Activities or for other housing purposes in Grantee's community. For the purposes of this provision, program income does not include any rental income received by the owner of rental housing constructed as part of the Eligible Activities unless the Grantee is said owner.
8. **Reporting.** Grantee shall maintain all books, records, files, and documents related to the Eligible Activities and the compliance period as detailed in paragraph 9 and shall provide any information and documentation requested by KHRC to verify compliance with the terms of this Agreement and the MIH-ARPA program. All records and documentation shall be maintained for not less than five (5) years after the termination of this Agreement, and, as provided in Paragraph 6, Grantee shall meet all applicable reporting requirements as provided by Treasury, including the requirements provided under 2 C.F.R. 200.334 – 200.338.

Beginning with the first calendar quarter following execution of this Agreement and continuing each quarter thereafter, Grantee shall submit in writing status reports to KHRC covering the prior quarter, until all Eligible Activities are completed, and all Funds have been disbursed and expended. Grantee agrees that each status report shall detail the use of all Funds to date, and describe the progress made toward completion of the Eligible Activities. For construction activities, the quarterly progress report shall also identify work completed, estimate the percentage of construction completed, and detail any proposed changes in the project scope. This report shall be submitted to KHRC whether or not progress has occurred during the quarter. Calendar quarters are January 1-March 31, April 1-June 30, July 1-September 30, and October 1-December 31. Quarterly reports are due to KHRC within 10 days of the end of each quarter.

Within 60 days following completion of the Eligible Activities and expenditure of all Funds, Grantee shall submit a final accounting to KHRC using KHRC forms. Said accounting shall include details regarding the use of all Funds and the use of any income generated from the Eligible Activities. Additionally, during the compliance period as detailed in paragraph 9, the Grantee shall submit reporting and

documentation to KHRC to demonstrate compliance with the requirements set forth in paragraph 9, as detailed further herein.

Grantee agrees that KHRC's review of any reports, files, or other documents submitted by Grantee is discretionary, and KHRC's acceptance of any reports or documentation shall not be used as a defense by Grantee in any action between Grantee and KHRC. Grantee agrees to provide any additional information or documentation requested by KHRC, or to correct any errors or omissions identified by KHRC in Grantee's reporting, within seven (7) days of any request from KHRC.

Grantee agrees that KHRC may make monitoring visits to the Grantee or the site of the Eligible Activities, which may be conducted on-site, remotely, or both, in KHRC's discretion, and KHRC has the right to inspect and evaluate Grantee's compliance with this Agreement at any time. KHRC, its representatives and/or representatives of the Federal government, will have the right to examine and photocopy all pertinent records, files, books, or other materials relating to the Funds and Agreement at any time. KHRC may exercise the rights under this paragraph in its discretion, and the Grantee agrees to cooperate as necessary with KHRC.

To assist with the Grantee's reporting obligations under this paragraph, the Grantee acknowledges receipt from KHRC of the documents listed in **Exhibit F**. KHRC reserves the right to revise, change, or update these documents, to provide additional documents for Grantee to use when completing its reporting obligations, or to require more frequent status reports from Grantee. The Grantee agrees to use the most current version of the form(s), as may be periodically revised or updated by KHRC.

## **9. Compliance Provisions.**

When the Eligible Activities include the development of rental housing, either directly or indirectly, Grantee shall ensure that tenants residing in the rental housing are initially qualified with gross incomes within the then most current MIH income ranges, which will be available and posted on the KHRC website. Grantee agrees to follow a consistent method and procedure to certify tenants and to verify, through supporting documentation, that incomes are within the most current MIH income ranges. Grantee shall submit to KHRC the applicable documents identified in paragraph 8 above and shall provide KHRC with any other documentation of the procedures followed upon KHRC's request. Grantee must ensure that each tenant residing in the development qualifies; provided however that, after Grantee determines that a tenant qualifies, Grantee does not need to recertify that tenant. Grantee must follow this process and qualify all new tenants for the first five years following completion of the development. At the end of the fifth year, there shall be no further qualification procedures for tenants.

Additionally, when the Eligible Activities include the development of rental housing, Grantee shall execute a separate Land Use Restriction Agreement at KHRC's direction concerning the subject real estate, which shall be recorded with the applicable register of deeds. The Land Use Restriction Agreement shall set forth covenants running with the land requiring that the property be rented to only MIH-ARPA income eligible tenants for five years, as detailed in the preceding paragraph and further in said agreement. To the extent the Grantee does not own the subject real estate, the Grantee shall make the execution of a Land Use Restriction Agreement a condition of providing any of the Funds to the owner of the subject real estate for the Eligible Activities and shall provide documentation of the same to KHRC. Further, Grantee agrees, at KHRC's direction, to facilitate the execution of the Land Use Restriction Agreement by the owner of the subject real estate.

**10. Noncompliance by Grantee.** In the event of Grantee's noncompliance with the RFP, this Agreement, or any other reasonable requirements of KHRC, KHRC shall be permitted, in its sole discretion, to seek recapture of the Funds, withhold disbursement of additional Funds, and/or terminate this Agreement. In addition to those remedies, Grantee agrees that KHRC shall be entitled to exercise any and all administrative, contractual, or other remedies permitted by law to enforce Grantee's compliance with the terms herein, including seeking specific performance by the Grantee of its obligations under this Agreement. Grantee agrees that Grantee's noncompliance under this Agreement may result in Grantee's loss of eligibility for future funds administered by KHRC.

**11. Rescission/Unavailability of Funds.** Grantee understands that the RFP and Grantee's award is funded in whole or in part by funds provided to the State of Kansas by Treasury under ARPA. In the event the funds supporting this Agreement become unavailable, are reduced, or rescinded, for any reason, KHRC may terminate or amend this Agreement without penalty and will not be obligated to pay the Grantee from any other sources, including KHRC, SHTF, or State of Kansas monies.

**12. Termination of Agreement.**

KHRC may terminate this Agreement at any time without cause by providing 60-day written notice to the Grantee, which shall be effective at the end of said notice period.

KHRC may immediately terminate this Agreement for cause by providing written notice to the Grantee. In such event, the termination shall be effective as of the date the notice is received by the Grantee. Cause shall include, but not be limited to, the following:

- a) The Grantee fails to fulfill any obligation or representation made under this Agreement;

- b) The Grantee fails to comply with any applicable Federal requirements, or any applicable state or local law, regulation, ordinance or requirement related to the MIH-ARPA funds;
- c) The Grantee improperly uses any MIH-ARPA funds;
- d) The dissolution or insolvency of the Grantee; or
- e) The suspension or termination of MIH-ARPA funds.

In the event of termination, KHRC is not obligated to render payment for any costs incurred or services provided by Grantee after the date of termination. The Grantee's obligations for reporting, compliance, record retention, and audit provided under the Agreement shall survive termination.

### **13. Miscellaneous.**

- a. KHRC's examination of the Application and any submitted documentation regarding the Eligible Activities is done solely for its own purposes. The allocation of the Funds is made in KHRC's sole discretion, and in no way warrants or represents to the Grantee or any others that the Eligible Activities are, in fact, viable or feasible. Grantee agrees and acknowledges that KHRC makes no representations to Grantee regarding compliance with the MIH-ARPA program, and Grantee agrees and warrants that Grantee has independently consulted with Grantee's own attorney and accountant and is relying solely on their legal, financial, tax and/or accounting advice for all issues related to this Agreement.
- b. The descriptive headings of this Agreement are for convenience only and shall not be deemed to affect the meaning of any provision.
- c. Grantee agrees to execute whatever additional documents or instruments may be necessary or reasonable to effect and carry forth the purpose of this Agreement.
- d. This Agreement constitutes the entire agreement of the parties and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof. This Agreement may be modified only by the mutual written agreement of the parties. Notwithstanding the foregoing, each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be amended to make such insertion or correction. In the event of changes in any applicable Federal statutes, regulations, or

guidance regarding the use of the subject funds, this Agreement shall be deemed to be amended when the statutory requirements for use of such funds are changed or when required to comply with any applicable 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.

- e. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each provision of this Agreement shall be enforced to the fullest extent permitted by law. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- f. KHRC shall not be deemed to have waived any right under this Agreement unless such waiver is given in writing and signed by KHRC. No delay or omission on the part of KHRC in exercising any right shall operate as a waiver of such right or any other right. A waiver by KHRC of a provision of this Agreement shall not constitute a waiver of KHRC's right to otherwise demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by KHRC, nor any course of dealing between KHRC and Grantee, shall constitute a waiver of any of KHRC's rights or of any of Grantee's obligations in the future. Whenever the consent of the Corporation is required under this Agreement, KHRC's grant of such consent shall not constitute continuing consent to subsequent instances where such consent is required.
- g. Nothing contained in the Agreement shall be construed as creating a partnership, joint venture, employment, or agency relationship between the parties as provided under Kansas law. Neither party shall have the power or right to bind or obligate the other party, nor shall it hold itself out as having such authority. Any provision in this Agreement that allows KHRC to direct Grantee in its performance under this Agreement is solely for the purposes of compliance with the MIH-ARPA program and applicable law.
- h. This Agreement shall be governed and construed in accordance with and pursuant to the laws of the State of Kansas. Any dispute arising out of this Agreement shall be brought in a state or federal court of competent jurisdiction located in Shawnee County, State of Kansas.
- i. Grantee shall not transfer or assign all or any of its rights, obligations, or benefits under this Agreement without the prior written approval of KHRC, which approval may be withheld in KHRC's sole and absolute discretion.

- j. Grantee agrees to comply with the following as applicable: (1) Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20; (2) All Federal and State statutes and regulations prohibiting discrimination, including but not limited to, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, as amended, and the Age Discrimination Act of 1975, as amended; (3) Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60); and (4) all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and Federal Water Pollution Control Act (33 U.S.C. 1251-1387).
- k. The Grantee hereby certifies that the Grantee, its principals, employees, and affiliates, are not, and have not been, debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs. The Grantee agrees to comply with 2 C.F.R. Part 180, as well as 31 C.F.R. Part 19, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by KHRC. If it is later determined that the Grantee did not comply with 2 C.F.R. Part 180, in addition to remedies available to KHRC, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The Grantee agrees to comply with the requirements of 2 C.F.R. Part 180 throughout the period of this Agreement and to provide proof of registration in the System for Award Management at sam.gov to KHRC.
- l. The Grantee shall not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The Grantee, and any subcontractors, shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The Grantee agrees and acknowledges that this certification is a material representation of fact relied upon by KHRC.
- m. The Grantee must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity

acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (45 CFR 75.331)

- n. The Grantee certifies that it does not use 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, subsection (f), paragraph (1).
- o. As appropriate and to the extent consistent with law, the Grantee should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by their duly authorized official or officers on the date first indicated.

**GRANTEE: CITY OF GARDEN CITY, KANSAS**

By: \_\_\_\_\_  
MANUEL F. ORTIZ, MAYOR

Date: \_\_\_\_\_

**KANSAS HOUSING RESOURCES CORPORATION**

By: \_\_\_\_\_  
RYAN S. VINCENT, EXECUTIVE DIRECTOR

Date: \_\_\_\_\_

## **LIST OF EXHIBITS**

**Exhibit A** – Project Activities

**Exhibit B** – Project Budget

**Exhibit C** – Disbursement Schedule

**Exhibit D** – Accessibility Requirements

**Exhibit E** – MIH-ARPA Energy Standard

**Exhibit F** – MIH-ARPA Reporting Documents

**PROJECT SUMMARY**

A summary of the approved MIH-assisted project is as follows:

- Project address located 1801 Palace Drive, Garden City, Kansas 67846.
- New construction of sixty two (62) rental units. The floor plan includes sixteen (16) two-bedroom, thirty eight (38) one-bedroom, and eight (8) studio units for a total of 62 units.
- Forty-four (44) of the sixty two (62) total units will be subject to MIH income for a five (5) year period from first occupancy.
- MIH-ARPA funds will be directed toward architectural and engineering fees, as well as new building expenses.
- The development team is Hawkeye Development, City of Garden City, and Crossland Construction.
- Construction shall be completed by August 31, 2025, unless extended in writing by KHRC.

**PROJECT BUDGET****Sources:**

|                    |                     |
|--------------------|---------------------|
| Loan               | \$10,599,610        |
| Land Equity Credit | \$ 650,000          |
| Development Fee    | \$ 800,183          |
| MIH Funds          | \$ 2,000,000        |
| KHITC              | \$ 1,000,000        |
| Cash               | \$ 1,041,997        |
| <b>Total</b>       | <b>\$16,091,790</b> |

**Development Budget:**

| <b>Item</b>                               | <b>Amount:</b>       |
|---|----------------------|
| Construction: Units                       | \$ 11,780,000        |
| Construction: Amenity                     | \$ 400,000           |
| FF&E                                      | \$ 100,000           |
| OS&E                                      | \$ 5,000             |
| Architecture & Engineering                | \$ 775,000           |
| Architecture: Lease Marketing Material    | \$ 2,500             |
| Development Fee                           | \$ 800,183           |
| Owner Rep Fee                             | \$ 182,700           |
| Title & Closing Costs                     | \$ 15,000            |
| IRB sales tax exempt on Construction cost | \$ (447,640)         |
| USDA Financing Fees / Lenders Legal       | \$ 226,000           |
| Interim RE Tax / Permits/Tap Fees / Legal | \$ 50,000            |
| Interest Carry                            | \$ 771,857           |
| Legal (IRB)                               | \$ 40,000            |
| Incentive: Bond Council                   | \$ 40,000            |
| USDA 3rd Party/Market Study               | \$ 30,000            |
| Conversion and O&M Reserve                | \$ 949,490           |
| IT Equipment                              | \$ 5,000             |
| Lease stabilization Carry Costs           | \$ 51,175            |
| Contingency                               | \$ 315,525           |
| <b>TOTAL</b>                              | <b>\$ 16,091,790</b> |

**DISBURSEMENT SCHEDULE**

The information below is an anticipated schedule for disbursement of funds.

| Date      | Activity     | Cumulative MIH % | Drawdown Amount | Cumulative Drawdown Amount | Total Project Completion |
|-----------|--------------|------------------|-----------------|----------------------------|--------------------------|
| 4/1/2024  | A/E design   | 4%               | \$ 80,000       | \$ 80,000                  | 4.36%                    |
| 5/1/2024  | A/E design   | 9%               | \$ 95,625       | \$ 175,625                 | 5.12%                    |
| 6/1/2024  | A/E design   | 14%              | \$ 95,625       | \$ 271,250                 | 6.04%                    |
| 7/1/2024  | A/E design   | 19%              | \$ 106,562      | \$ 377,812                 | 72.71%                   |
| 7/1/2024  | Construction | 29%              | \$ 200,000      | \$ 577,812                 | 82.06%                   |
| 8/1/2024  | A/E design   | 34%              | \$ 106,562      | \$ 684,374                 | 82.69%                   |
| 8/1/2024  | Construction | 44%              | \$ 200,000      | \$ 884,374                 | 85.41%                   |
| 9/1/2024  | A/E design   | 50%              | \$ 106,562      | \$ 990,936                 | 86.04%                   |
| 9/1/2024  | Construction | 70%              | \$ 400,000      | \$ 1,390,936               | 89.95%                   |
| 10/1/2024 | A/E design   | 75%              | \$ 106,562      | \$ 1,497,498               | 90.59%                   |
| 10/1/2024 | Construction | 85%              | \$ 200,000      | \$ 1,697,498               | 93.30%                   |
| 11/1/2024 | A/E design   | 86%              | \$ 22,502       | \$ 1,720,000               | 93.43%                   |
| 11/1/2024 | Construction | 95%              | \$ 180,000      | \$ 1,900,000               | 100.48%                  |
| 12/1/2024 | Construction | 100%             | \$ 100,000      | \$ 2,000,000               | 100.00%                  |

## ACCESSIBILITY REQUIREMENTS

### Introduction

Two statutory authorities related to accessibility apply to housing developed with these resources.

### Fair Housing Act Design Requirements – Fair Housing Amendments Act of 1988

The accessibility requirements of the Fair Housing Act apply to “covered multifamily dwellings” in buildings of four or more units that are/were first occupied after March 13, 1991, regardless of the funding source. Ground floor units and units served by an elevator must be designed and constructed in accordance with the [Fair Housing Act Design Manual](#).

### Kansas Accessibility Requirements at K.S.A 58 Article 14

The requirements of this Kansas statute apply to buildings of one, two or three units (single family, duplex, triplex) that are constructed with public financial assistance, including grant assistance from state funds, state tax credits, state loan guarantees or federal funds administered by a state agency.

#### Design and construction standards.

- (a) Dwelling shall be designed and constructed to have at least one accessible entrance on an accessible route. If the entrance is served by a ramp, the ramp shall have a maximum slope not to exceed a ratio of one inch rise to every 12 inch horizontal run and have a level landing at the top and bottom of each run.

Accessible entrance doors and doorways shall have a minimum clear opening of 32 inches. The accessible entrance may be any entrance at the front, side, back or garage of the dwelling that is served by an accessible route. The accessible route shall be no less than 36 inches wide with a slope not to exceed a ratio of one inch rise to every 20 inch horizontal run. If a patio door serves as an accessible entrance, a standard six-foot sliding patio door assembly shall be deemed to be sufficient to comply with the requirements of this subsection. The threshold of such doors shall not exceed 1/2 inch or, in the case of a sliding door, 3/4 inch.

- (b) All doorways located on the same floor on which the accessible entrance is located within the dwelling intended for user passage within the dwelling shall be sufficiently wide to allow passage by persons using wheelchairs. Except for doors serving closets having less than 15 square feet in area, all doors located on the same floor on which the accessible entrance is located which are intended for user passage shall provide a minimum 32-inch clear opening with the door open 90 degrees measured between the face of the door and the doorstop.

- (c) An accessible route located on the same floor on which the accessible entrance is located shall be designed and constructed in such a manner that a 36-inch wide route is provided with a slope not to exceed a ratio of one inch rise to every 20 inch horizontal run. Such route shall have ramped or beveled changes at door thresholds. Beveled edges of such thresholds shall not exceed 1/2 inch or, in the case of a sliding door, 3/4 inch.
- (d) In bathrooms located on the same floor on which the accessible entrance is located, the walls at the bathtub, shower and toilet shall be reinforced so that grab bars may be installed at a later date, if needed. Such reinforcement shall be sufficient enough to support a sheer force of 250 pounds.
- (e) Light switches, electrical outlets, thermostat controls and other controls located on the same floor on which the accessible entrance is located shall be placed so that a person using a wheelchair can access the controls using either a forward or sideward approach. Such controls shall be placed no less than 15 inches nor more than 48 inches from the floor in the case of a forward approach. Such controls shall be placed no less than nine inches nor more than 54 inches from the floor in the case of a sideward approach. If multiple controls serve the same elements, only one need be accessible.

**Not applicable to certain dwellings.** The provisions of this act shall not apply to any dwelling which is owner-occupied or which is under contract for occupation by the owner.

**MIH-ARPA Energy Standard**

Alternate Requirements

All MIH-ARPA awarded new construction projects must either meet the 2018 IECC or build to the below list of minimum prescriptive energy requirements. Rehabilitation or conversion of existing structures must meet these requirements to the greatest extent possible, including replacement of any components.

- 1.) Attic insulation – R49 except for vaulted ceilings
- 2.) Wall insulation – R15
- 3.) AC – 15 SEER
- 4.) 95% of all lighting must be high efficiency
- 5.) Gas furnace – 90% AFUE
- 6.) Heat Pump - 8.5 HSPF
- 7.) Windows - .33U factor or lower
- 8.) Caulking/sealing of all penetrations to the exterior or unconditioned space required (wire and plumbing penetrations, ceiling registers, vent pipes, etc.).
- 9.) All provided appliances, if available as such, must be Energy Star labeled.

**MIH-ARPA Reporting Documents**

Grantee agrees to use the items listed in **Exhibit F** to track household compliance as applicable to rental or homeownership projects; to submit quarterly reports; and report on project completion.

1. MIH-ARPA Rental Compliance and Closeout Process;
2. MIH Rental Income Compliance Worksheet;
3. MIH Income Compliance Worksheet Instructions;
4. Request for Disbursement Form;
5. Quarterly Report Form;
6. Compliance Information Form;
7. MIH-ARPA Schedule A - Certification Form;
8. MIH-ARPA Schedule A - Final Accounting of Funds and Compliance Information.



**TO:** City Commission  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Danielle B. Burke, Assistant City Manager  
**DATE:** April 2, 2024  
**RE:** Kansas Moderate Income Housing (MIH) Grant Agreement - City and Hawkeye Development Corporation

---

**ISSUE:**

The Governing Body is asked to consider and approve an agreement between the City of Garden City and Hawkeye Development Corporation for the grant in the amount of \$2,000,000.00 from the Kansas Moderate Income Housing - American Rescue Plan Act (MIH-ARPA) Grant Program from the Kansas Housing Resources Corporation (KHRC).

**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. Recently, the Kansas Housing Resource Corporation added a MIH-ARPA Request for Proposal that allows for larger projects to submit funding requests. Grants or loans under the Program will be limited to no more than \$3,500,000 per awardee.

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.

On February 7, 2023, the City Commission adopted Resolution No. 3001-2023 allowing the City to submit an application for the Sligo Station project on behalf of Hawkeye Development, LLC. The property is generally located at 1801 Palace Drive. The developer was awarded \$2,000,000 MIH-ARPA grant and \$1,200,000 in Kansas Housing Investment Tax Credits. The current phase of the project includes 62 units of studio, one-bedroom, and two-bedroom units. The grant can be used solely for construction costs of the homes.

Staff is requesting the Governing Body authorize the Mayor to sign the agreement between the City and Hawkeye Development regarding the project. This agreement will very closely resemble an agreement between the City and KHRC as the developer will hold much of the information needed to comply with the quarterly reporting requirements.

City Attorney Cunningham has reviewed the agreement.

**ALTERNATIVES:**

1. The Governing Body may authorize the Mayor to sign the agreement with Hawkeye

Development Cooperation.

2. The Governing Body may not authorize the Mayor to sign the agreement with Hawkeye Development Cooperation.
3. The Governing Body may provide staff with alternative direction.

**RECOMMENDATION:**

Staff recommends the Governing Body authorize the Mayor to sign the agreement with Hawkeye Development Cooperation.

**FISCAL NOTE:**

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

**ATTACHMENTS:**

[MIH-ARPA Grant Agreement with Hawkeye Development](#)

**MODERATE INCOME HOUSING-AMERICAN RESCUE PLAN ACT PROGRAM**  
**GRANT AGREEMENT**  
**2023 Round 1 No. 23-0103-ARPA**

THIS GRANT AGREEMENT (“**Agreement**”) is made this 5th day of September, 2023, by and between the CITY OF GARDEN CITY, KANSAS, a Kansas municipal corporation (“**Grantee**”), and HAWKEYE DEVELOPMENT LLC, a Kansas limited liability company (“**Developer**”).

WHEREAS, Grantee has received funding from the Kansas Housing Resources Corporation (“KHRC”), a non-profit public corporation responsible for administering Federal and State housing programs, including the State Housing Trust Fund (“**SHTF**”); and

WHEREAS, the Kansas Legislature provided funding to the SHTF administered by KHRC to be used for the purpose of loans or grants to cities or counties for infrastructure or housing development in rural areas, in accordance with KHRC’s Moderate Income Housing (“**MIH**”) program, including allocating \$20 million to the MIH program from Federal, State and Local Fiscal Recovery Funds (“**SLFRF**”) provided to the State of Kansas through the U.S. Department of Treasury (“**Treasury**”) under the American Rescue Plan Act (“**ARPA**”); and

WHEREAS, utilizing the subject ARPA SLFRF funds provided, KHRC issued a Kansas Moderate Income Housing-American Rescue Plan Act (“**MIH-ARPA**”) Request for Proposal (“**RFP**”) on December 14, 2022; and

WHEREAS, in response to this RFP, Grantee requested MIH-ARPA funds for proposed eligible activities through an application for Developer dated 17th of February, 2023, which is relied upon by Grantee in entering into this Agreement; and

WHEREAS, KHRC’s Loans and Grants Committee on the 4<sup>th</sup> day of April, 2023, approved a grant totaling Two Million and no/100 Dollars (\$2,000,000.00) for Grantee’s proposed eligible activities set forth in its application (“**Eligible Activities**”) for Developer’s project.

NOW THEREFORE, in consideration of the promises and covenants set forth herein, the parties do mutually agree as follows:

1. **GRANT FUNDS.** Grantee hereby allocates to Developer up to \$2,000,000 (“**Funds**”) for the Eligible Activities, subject to the terms and conditions set forth in this Agreement. Developer agrees and acknowledges that Grantee made the subject allocation in reliance on the representations, statements, and information provided by Developer in its joint application (the “**Application**”) with Grantee, which is incorporated herein by this reference and made a part of this Agreement as **Exhibit G**. Developer agrees and acknowledges that Grantee materially relied on the Application, and Developer certifies that the information in the Application is true and correct. Any change to the Eligible Activities or to the information submitted in the Application, which would, in KHRC’s sole discretion, affect KHRC’s evaluation of the Application may cause for Grantee to find Developer in noncompliance as provided in Paragraph 8.

2. **USE OF GRANT FUNDS.** Developer shall use the Funds solely on the Eligible Activities, as set forth in the Application approved by KHRC, and Developer agrees as follows:

- a. As further described in **Exhibit A**, and in accordance with the projected Budget provided in **Exhibit B**, Developer shall construct a sixty two (62) unit residential complex building. Initial layout includes studio, one-bedroom, and two-bedroom units.

- b. Construction of this development shall begin by April 1, 2024, and be completed by August 31, 2025, unless Developer requests and obtains prior written approval from Grantee and KHRC.
- c. A minimum of 44 MIH-ARPA rental units are committed to this development/project.
- d. The representations and commitments made in the Application are all hereby incorporated herein and remain continuing representations and obligations of the Developer.
- e. Prior to making any modifications to the Eligible Activities as set forth in the Application, Developer shall through Grantee submit a detailed request to KHRC and obtain KHRC's written approval.
- f. All Funds provided under this Agreement must be expended by September 30, 2026, to ensure compliance with ARPA SLFRF requirements and 31 CFR 35.5. If Grantee determines at any time, in its sole discretion, that Developer's use of the Funds is not sufficient to ensure use of all funds on or before June 30, 2026, then Grantee may take further action, including, but not limited to, requesting additional documentation or information from Developer, forfeiting any unused funds from Developer, and/or terminating this Agreement.

3. **LEVERAGE COMMITMENT.** In addition to the Funds provided by KHRC under this Agreement, Developer shall provide or obtain other resources towards the costs of the Eligible Activities as set forth in the Application.

4. **DISBURSEMENT OF GRANT FUNDS.** Developer shall use the Grantee's approved process for selecting contractors or vendors for the Eligible Activities.

Grantee shall submit to Developer documentation regarding Grantee's procurement processes and/or policies, or Developer shall submit a sole source/competition impractical request for KHRC's consideration and approval, which must outline the rationale for working with a particular contractor.

As development costs are incurred, Developer may make requests for payment according to the terms in **Exhibit C** using the Request for Disbursement form provided by KHRC, as may be amended from time to time. With each request, Developer shall provide documentation of the current project status and the progress made toward completion, including, as appropriate or as requested, documentation of costs.

Grantee reserves the right to request additional documentation or information from Developer prior to disbursement of any Funds, in Grantee's sole discretion, and Developer agrees to promptly respond to all requests. Grantee may retain a portion of the Funds, in an amount determined solely by Grantee, until demonstration of project completion has been received and verified by Grantee.

5. **COMPLIANCE WITH REGULATIONS.** Developer shall ensure compliance with all MIH-ARPA rules and restrictions, the RFP, and all governing laws, including, as applicable, the accessibility requirements of the **Fair Housing Act and K.S.A. 58- 1401, et seq.** as described in **Exhibit D** and either the 2018 International Energy Conservation Code or the alternative MIH-ARPA Energy Efficiency Requirements in **Exhibit E**.

Grantee will be required to administer the Funds in accordance with all applicable ARPA SLFRF requirements provided by law, regulation, Treasury guidance, or the like, as detailed further in the RFP and as may be revised from time to time, and in accordance with all applicable federal and state laws, regulations, and requirements. Grantee shall ensure the Funds are used and administered in compliance with all relevant requirements under 2 C.F.R. 200, including, as applicable to Grantee's administration of the Funds, Subparts A, B, C, F, and the following provisions from Subpart D:

- 200.300 Statutory and national policy requirements.
- 200.302 Financial management.
- 200.303 Internal controls.
- 200.328 Financial reporting.
- 200.329 Monitoring and reporting program performance.
- 200.334 Retention requirements for records.
- 200.335 Requests for transfer of records.
- 200.336 Methods for collection, transmission, and storage of information.
- 200.337 Access to records.
- 200.338 Restrictions on public access to records.
- 200.346 Collection of amounts due.

6. **REPORTING.** Developer shall maintain all books, records, files, and documents related to the Eligible Activities and the compliance period as detailed in Paragraph 5 and shall provide any information and documentation requested by KHRC to Grantee to verify compliance with the terms of this Agreement and the MIH-ARPA program. All records and documentation shall be maintained for not less than five (5) years after the termination of this Agreement, and, as provided in Paragraph 6, Grantee shall meet all applicable reporting requirements as provided by Treasury, including the requirements provided under 2 C.F.R. 200.334 – 200.338.

Beginning with the first calendar quarter following execution of this Agreement and continuing each quarter thereafter, Developer shall submit in writing status reports to Grantee covering the prior quarter, until all Eligible Activities are completed, and all Funds have been disbursed and expended. Developer agrees that each status report shall detail the use of all Funds to date, and describe the progress made toward completion of the Eligible Activities. For construction activities, the quarterly progress report shall also identify work completed, estimate the percentage of construction completed, and detail any proposed changes in the project scope. This report shall be submitted to Grantee whether or not progress has occurred during the quarter. Calendar quarters are January 1-March 31, April 1-June 30, July 1-September 30, and October 1-December 31. Quarterly reports are due to Grantee within 25 days of the end of each quarter.

Within 30 days following completion of the Eligible Activities and expenditure of all Funds, Developer shall submit a final accounting to Grantee using KHRC forms. Said accounting shall include details regarding the use of all Funds and the use of any income generated from the Eligible Activities. Additionally, during the compliance period as detailed in paragraph 9, the Developer shall submit reporting and documentation to Grantee to demonstrate compliance with the requirements set forth in paragraph 9, as detailed further herein.

Developer agrees that Grantee's review of any reports, files, or other documents submitted by Developer is discretionary, and Grantee's acceptance of any reports or documentation shall not be used as a defense by Developer in any action between Grantee and Developer. Developer agrees to provide any additional information or documentation requested by KHRC, or to correct any errors or omissions identified by Grantee or KHRC in Developer's reporting, within seven (7) days of any request from Grantee.

Developer agrees that Grantee and KHRC may make monitoring visits to the Developer or the site of the Eligible Activities, which may be conducted on-site, remotely, or both, in Grantee and KHRC's discretion, and Grantee and KHRC has the right to inspect and evaluate Developer's compliance with this Agreement at any time. Grantee, its representatives and/or representatives of the Federal government, will have the right to examine and photocopy all pertinent records, files, books, or other materials relating to the Funds and Agreement at any time. Grantee may exercise the rights under this paragraph in its discretion, and the Developer agrees to cooperate as necessary with Grantee.

To assist with the Developer's reporting obligations under this paragraph, the Developer acknowledges receipt from Grantee of the documents listed in **Exhibit F**. Grantee reserves the right to revise, change, or update these documents, to provide additional documents for Developer to use when completing its reporting obligations, or to require more frequent status reports from Developer. The Grantee agrees to use the most current version of the form(s), as may be periodically revised or updated by KHRC.

#### **7. COMPLIANCE PROVISIONS.**

When the Eligible Activities include the development of rental housing, either directly or indirectly, Developer shall ensure that tenants residing in the rental housing are initially qualified with gross incomes within the then most current MIH income ranges, which will be available and posted on the KHRC website. Developer agrees to follow a consistent method and procedure to certify tenants and to verify, through supporting documentation, that incomes are within the most current MIH income ranges. Developer shall submit to Grantee the applicable documents identified in paragraph 6 above and shall provide Grantee with any other documentation of the procedures followed upon Grantee's request. Developer must ensure that each tenant residing in the development qualifies; provided however that, after Developer determines that a tenant qualifies, Developer does not need to recertify that tenant. Developer must follow this process and qualify all new tenants for the first five (5) years following completion of the development. At the end of the fifth year, there shall be no further qualification procedures for tenants.

Additionally, when the Eligible Activities include the development of rental housing, Developer shall execute a separate Land Use Restriction Agreement at Grantee's direction concerning the subject real estate, which shall be recorded with the Finney County Register of Deeds. The Land Use Restriction Agreement shall set forth covenants running with the land requiring that the property be rented to only MIH-ARPA income eligible tenants for five (5) years, as detailed in the preceding paragraph and further in said agreement. The Developer shall make the execution of a Land Use Restriction Agreement a condition of Grantee providing any of the Funds to the owner of the subject real estate for the Eligible Activities.

**8. NONCOMPLIANCE BY DEVELOPER.** In the event of Developer's noncompliance with the RFP, this Agreement, or any other reasonable requirements of Grantee, Grantee shall be permitted, in its sole discretion, to seek recapture of the Funds, withhold disbursement of additional Funds, and/or terminate this Agreement. In addition to those remedies, Developer agrees that Grantee shall be entitled to exercise any and all administrative, contractual, or other remedies permitted by law to enforce Developer's compliance with the terms herein, including seeking specific performance by the Developer of its obligations under this Agreement.

**9. RESCISSION/UNAVAILABILITY OF FUNDS.** Developer understands that the RFP and Grantee's award is funded in whole or in part by funds provided to the State of Kansas by Treasury under ARPA. In the event the funds supporting this Agreement become unavailable, are reduced, or rescinded, for any reason, Grantee may terminate or amend this Agreement without penalty and will not be obligated to pay the Developer from any other sources.

10. **TERMINATION OF AGREEMENT.** Grantee may terminate this Agreement at any time without cause by providing 60 days' written notice to the Developer, which shall be effective at the end of said notice period. Grantee may immediately terminate this Agreement for cause by providing written notice to the Developer. In such event, the termination shall be effective as of the date the notice is received by the Developer. Cause shall include, but not be limited to, the following:

- a. The Developer fails to fulfill any obligation or representation made under this Agreement;
- b. The Developer fails to comply with any applicable Federal requirements, or any applicable state or local law, regulation, ordinance or requirement related to the MIH-ARPA funds;
- c. The Developer improperly uses any MIH-ARPA funds;
- d. The dissolution or insolvency of the Developer; or
- e. The suspension or termination of MIH-ARPA funds. In the event of termination, Grantee is not obligated to render payment for any costs incurred or services provided by Developer after the date of termination. The Developer's obligations for reporting, compliance, record retention, and audit provided under the Agreement shall survive termination.

11. **NOTICES.** All notices required or which may be given hereunder shall be considered as properly given if delivered in writing, personally, by email, or sent by certified mail, postage prepaid, and addressed as follows:

Grantee: City of Garden City, Kansas  
Attn: City Manager  
P.O. Box 998  
Garden City, Kansas 67846  
Telephone: (620) 276-1163

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

Developer: Hawkeye Development LLC  
2033 East Labrador Blvd, Suite B  
Garden City, Kansas 67846  
Telephone: (620) 640-0019

Notices served by mail shall be deemed to be given on the date on which such notice is deposited in the United State mail.

12. **MISCELLANEOUS.**

- a. KHRC's examination of the Application and any submitted documentation regarding the Eligible Activities is done solely for its own purposes. The allocation of the Funds is made in KHRC's sole discretion, and in no way warrants or represents to the Grantee or any others that the Eligible Activities are, in fact, viable or feasible. Developer agrees and acknowledges that Grantee makes no representations to Developer regarding compliance with the MIH-ARPA program, and Developer agrees and warrants that Developer has independently consulted with Developer's own attorney and accountant and is relying solely on their legal, financial, tax and/or accounting advice for all issues related to this Agreement.
- b. The descriptive headings of this Agreement are for convenience only and shall not be deemed to affect the meaning of any provision.
- c. Developer agrees to execute whatever additional documents or instruments may be necessary or reasonable to effect and carry forth the purpose of this Agreement.
- d. This Agreement constitutes the entire agreement of the parties and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof. This Agreement may be modified only by the mutual written agreement of the parties. Notwithstanding the foregoing, each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be amended to make such insertion or correction. In the event of changes in any applicable Federal statutes, regulations, or guidance regarding the use of the subject funds, this Agreement shall be deemed to be amended when the statutory requirements for use of such funds are changed or when required to comply with any applicable 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.
- e. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each provision of this Agreement shall be enforced to the fullest extent permitted by law. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- f. Grantee shall not be deemed to have waived any right under this Agreement unless such waiver is given in writing and signed by Grantee. No delay or omission on the part of Grantee in exercising any right shall operate as a waiver of such right or any other right. A waiver by Grantee of a provision of this Agreement shall not constitute a waiver of Grantee's right to otherwise demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Grantee, nor any course of dealing between Grantee and Developer, shall constitute a waiver of any of Grantee's rights or of any of Developer's obligations in the future. Whenever the consent of the Corporation is required under this Agreement, Grantee's grant of such consent shall not constitute continuing consent to subsequent instances where such consent is required.

- g. Nothing contained in the Agreement shall be construed as creating a partnership, joint venture, employment, or agency relationship between the parties as provided under Kansas law. Neither party shall have the power or right to bind or obligate the other party, nor shall it hold itself out as having such authority. Any provision in this Agreement that allows Grantee to direct Developer in its performance under this Agreement is solely for the purposes of compliance with the MIH-ARPA program and applicable law.
- h. This Agreement shall be governed and construed in accordance with and pursuant to the laws of the State of Kansas. Any dispute arising out of this Agreement shall be brought in a state or federal court of competent jurisdiction located in Finney County District Court, State of Kansas.
- i. Developer shall not transfer or assign all or any of its rights, obligations, or benefits under this Agreement without the prior written approval of Grantee, which approval may be withheld in Grantee's sole and absolute discretion.
- j. Developer agrees to comply with the following as applicable: (1) Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20; (2) All Federal and State statutes and regulations prohibiting discrimination, including but not limited to, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, as amended, and the Age Discrimination Act of 1975, as amended; (3) Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60); and (4) all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and Federal Water Pollution Control Act (33 U.S.C. 1251-1387).
- k. The Developer agrees and acknowledges that all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
- l. The Developer shall not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The Developer, and any subcontractors, shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The Developer agrees and acknowledges that this certification is a material representation of fact relied upon by Grantee.
- m. The Developer must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year

exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (45 CFR 75.331)

- n. The Developer certifies that it does not use 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, subsection (f), paragraph (1).
- o. As appropriate and to the extent consistent with law, the Developer should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers on the date first indicated.

**CITY OF GARDEN CITY, KANSAS**

By: \_\_\_\_\_  
MANUAL F. ORTIZ, as Mayor

ATTEST:

\_\_\_\_\_  
CELYN N. HURTADO, City Clerk

STATE OF KANSAS            )  
  ) ss.  
COUNTY OF FINNEY        )

THIS INSTRUMENT was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2023, by DEBORAH OYLER and CELYN N. HURTADO, Mayor and City Clerk, respectively, of the City of Garden City, Kansas.

\_\_\_\_\_  
Notary Public  
My Appointment Expires: \_\_\_\_\_

**HAWKEYE DEVELOPMENT LLC**

By: \_\_\_\_\_  
TIMOTHY HANNIGAN, Managing Member

STATE OF KANSAS            )  
  ) ss.  
COUNTY OF FINNEY        )

THIS INSTRUMENT was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by TIMOTHY HANNIGAN, as Managing Member of Hawkeye Development LLC.

\_\_\_\_\_  
Notary Public  
My Appointment Expires: \_\_\_\_\_

## **LIST OF EXHIBITS**

### **Exhibit A – Project Activities (specifics)**

- Type of activity – new construction, rehab, DPA, etc.
- Addresses of construction/rehab activity

### **Exhibit B – Project Budget (sources and uses)**

### **Exhibit C – Disbursement Schedule (as approved)**

### **Exhibit D – Accessibility Requirements (FH or KSA 58-14)**

### **Exhibit E – MIH-ARPA Energy Standard**

### **Exhibit F – MIH-ARPA Reporting Documents**

### **Exhibit G – Copy of Executed Application**

## EXHIBIT A

### PROJECT SUMMARY

A summary of the approved MIH-assisted project is as follows:

- Project address located 1801 Palace Drive, Garden City, Kansas 67846.
- New construction of sixty two (62) rental units. The floor plan includes sixteen (16) two-bedroom, thirty eight (38) one-bedroom, and eight (8) studio units for a total of 62 units.
- Forty-four (44) of the sixty two (62) total units will be subject to MIH income for a five (5) year period from first occupancy.
- MIH-ARPA funds will be directed toward architectural and engineering feeds, as well as new building expenses.
- The development team is Hawkeye Development LLC, City of Garden City and Crossland Construction Company, Inc.
- Construction shall be completed by August 31, 2025, unless extended in writing by KHRC.

**PROJECT BUDGET****Sources:**

|                    |                     |
|--------------------|---------------------|
| Loan               | \$10,599,610        |
| Land Equity Credit | \$ 650,000          |
| Development Fee    | \$ 800,183          |
| MIH Funds          | \$ 2,000,000        |
| KHITC              | \$ 1,000,000        |
| Cash               | \$ 1,041,997        |
| <b>Total</b>       | <b>\$16,091,790</b> |

**Development Budget:**

| <b>Item</b>                               | <b>Amount:</b>       |
|---|----------------------|
| Construction: Units                       | \$ 11,780,000        |
| Construction: Amenity                     | \$ 400,000           |
| FF&E                                      | \$ 100,000           |
| OS&E                                      | \$ 5,000             |
| Architecture & Engineering                | \$ 775,000           |
| Architecture: Lease Marketing Material    | \$ 2,500             |
| Development Fee                           | \$ 800,183           |
| Owner Rep Fee                             | \$ 182,700           |
| Title & Closing Costs                     | \$ 15,000            |
| IRB sales tax exempt on Construction cost | \$ (447,640)         |
| USDA Financing Fees / Lenders Legal       | \$ 226,000           |
| Interim RE Tax / Permits/Tap Fees / Legal | \$ 50,000            |
| Interest Carry                            | \$ 771,857           |
| Legal (IRB)                               | \$ 40,000            |
| Incentive: Bond Council                   | \$ 40,000            |
| USDA 3rd Party/Market Study               | \$ 30,000            |
| Conversion and O&M Reserve                | \$ 949,490           |
| IT Equipment                              | \$ 5,000             |
| Lease stabilization Carry Costs           | \$ 51,175            |
| Contingency                               | \$ 315,525           |
| <b>TOTAL</b>                              | <b>\$ 16,091,790</b> |

**EXHIBIT C****DISBURSEMENT SCHEDULE**

The information below is an anticipated schedule for disbursement of funds.

| Date      | Activity     | Cumulative<br>MIH % | Drawdown<br>Amount | Cumulative<br>Drawdown<br>Amount | Total<br>Project<br>Completion |
|-----------|--------------|---------------------|--------------------|----------------------------------|--------------------------------|
| 4/1/2024  | A/E design   | 4%                  | \$ 80,000          | \$ 80,000                        | 4.36%                          |
| 5/1/2024  | A/E design   | 9%                  | \$ 95,625          | \$ 175,625                       | 5.12%                          |
| 6/1/2024  | A/E design   | 14%                 | \$ 95,625          | \$ 271,250                       | 6.04%                          |
| 7/1/2024  | A/E design   | 19%                 | \$ 106,562         | \$ 377,812                       | 72.71%                         |
| 7/1/2024  | Construction | 29%                 | \$ 200,000         | \$ 577,812                       | 82.06%                         |
| 8/1/2024  | A/E design   | 34%                 | \$ 106,562         | \$ 684,374                       | 82.69%                         |
| 8/1/2024  | Construction | 44%                 | \$ 200,000         | \$ 884,374                       | 85.41%                         |
| 9/1/2024  | A/E design   | 50%                 | \$ 106,562         | \$ 990,936                       | 86.04%                         |
| 9/1/2024  | Construction | 70%                 | \$ 400,000         | \$ 1,390,936                     | 89.95%                         |
| 10/1/2024 | A/E design   | 75%                 | \$ 106,562         | \$ 1,497,498                     | 90.59%                         |
| 10/1/2024 | Construction | 85%                 | \$ 200,000         | \$ 1,697,498                     | 93.30%                         |
| 11/1/2024 | A/E design   | 86%                 | \$ 22,502          | \$ 1,720,000                     | 93.43%                         |
| 11/1/2024 | Construction | 95%                 | \$ 180,000         | \$ 1,900,000                     | 100.48%                        |
| 12/1/2024 | Construction | 100%                | \$ 100,000         | \$ 2,000,000                     | 100.00%                        |

**ACCESSIBILITY REQUIREMENTS****Introduction**

Two statutory authorities related to accessibility apply to housing developed with these resources.

**Fair Housing Act Design Requirements – Fair Housing Amendments Act of 1988**

The accessibility requirements of the Fair Housing Act apply to “covered multifamily dwellings” in buildings of four or more units that are/were first occupied after March 13, 1991, regardless of the funding source. Ground floor units and units served by an elevator must be designed and constructed in accordance with the [Fair Housing Act Design Manual](#).

**Kansas Accessibility Requirements at K.S.A 58 Article 14**

The requirements of this Kansas statute apply to buildings of one, two or three units (single family, duplex, triplex) that are constructed with public financial assistance, including grant assistance from state funds, state tax credits, state loan guarantees or federal funds administered by a state agency.

**Design and construction standards.**

- (a) Dwelling shall be designed and constructed to have at least one accessible entrance on an accessible route. If the entrance is served by a ramp, the ramp shall have a maximum slope not to exceed a ratio of one inch rise to every 12-inch horizontal run and have a level landing at the top and bottom of each run.

Accessible entrance doors and doorways shall have a minimum clear opening of 32 inches. The accessible entrance may be any entrance at the front, side, back or garage of the dwelling that is served by an accessible route. The accessible route shall be no less than 36 inches wide with a slope not to exceed a ratio of one inch rise to every 20-inch horizontal run. If a patio door serves as an accessible entrance, a standard six-foot sliding patio door assembly shall be deemed to be sufficient to comply with the requirements of this subsection. The threshold of such doors shall not exceed 1/2 inch or, in the case of a sliding door, 3/4 inch.

- (b) All doorways located on the same floor on which the accessible entrance is located within the dwelling intended for user passage within the dwelling shall be sufficiently wide to allow passage by persons using wheelchairs. Except for doors serving closets having less than 15 square feet in area, all doors located on the same floor on which the accessible entrance is located which are intended for user passage shall provide a minimum 32-inch clear opening with the door open 90 degrees measured between the face of the door and the doorstop.
- (c) An accessible route located on the same floor on which the accessible entrance is located shall be designed and constructed in such a manner that a 36-inch wide route is provided with a slope not to exceed a ratio of one inch rise to every 20 inch horizontal run. Such route shall have ramped or beveled changes at door thresholds. Beveled edges of such thresholds shall not exceed 1/2 inch or, in the case of a sliding door, 3/4 inch.
- (d) In bathrooms located on the same floor on which the accessible entrance is located, the walls at the bathtub, shower and toilet shall be reinforced so that grab bars may be installed at a later date, if needed. Such reinforcement shall be sufficient enough to support a sheer force of 250 pounds.

- (e) Light switches, electrical outlets, thermostat controls and other controls located on the same floor on which the accessible entrance is located shall be placed so that a person using a wheelchair can access the controls using either a forward or sideward approach. Such controls shall be placed no less than 15 inches nor more than 48 inches from the floor in the case of a forward approach. Such controls shall be placed no less than nine inches nor more than 54 inches from the floor in the case of a sideward approach. If multiple controls serve the same elements, only one need be accessible.

**Not applicable to certain dwellings.** The provisions of this act shall not apply to any dwelling which is owner-occupied or which is under contract for occupation by the owner.

**MIH-ARPA Energy Standard**

Alternate Requirements

All MIH-ARPA awarded new construction projects must either meet the 2018 IECC or build to the below list of minimum prescriptive energy requirements. Rehabilitation or conversion of existing structures must meet these requirements to the greatest extent possible, including replacement of any components.

- 1.) Attic insulation – R49 except for vaulted ceilings
- 2.) Wall insulation – R15
- 3.) AC – 15 SEER
- 4.) 95% of all lighting must be high efficiency
- 5.) Gas furnace – 90% AFUE
- 6.) Heat Pump - 8.5 HSPF
- 7.) Windows - .33U factor or lower
- 8.) Caulking/sealing of all penetrations to the exterior or unconditioned space required (wire and plumbing penetrations, ceiling registers, vent pipes, etc.).
- 9.) All provided appliances, if available as such, must be Energy Star labeled.

## EXHIBIT F

### MIH-ARPA Reporting Documents

Grantee agrees to use the items listed in **Exhibit F** to track household compliance as applicable to rental or homeownership projects; to submit quarterly reports; and report on project completion.

- a. MIH Rental Compliance and Closeout Process;
- b. MIH Rental Income Compliance Worksheet;
- c. MIH Income Compliance Worksheet Instructions;
- d. Request for Disbursement Form;
- e. Quarterly Report Form;
- f. Compliance Information Form;
- g. MIH-ARPA Schedule A - Certification Form;
- h. MIH-ARPA Schedule A - Final Accounting of Funds and Compliance Information.

**COPY OF EXECUTED APPLICATION**



**City of Garden City**  
**MIH-American Rescue Plan Act (MIH-ARPA)**  
**February 17, 2023**



**GLMV**Architecture

# Table of Contents

|  |           |
|--|-----------|
| <b>Tab 1 – MIH-ARPA Application</b>                                | <b>3</b>  |
| <b>Tab 2 – Project Development of Team Information</b>             | <b>11</b> |
| 2.1 – Project Narrative  |           |
| 2.1.1 – Description of Project                                     |           |
| 2.1.2 – Administration of Project                                  |           |
| 2.1.3 – Capacity of the Applicant                                  |           |
| 2.1.4 – Description of Collaboration                               |           |
| 2.2 – Development of Team Portfolio                                |           |
| <b>Tab 3 – Project Plan and Additional Development Information</b> | <b>14</b> |
| 3.1 – Project Timeline   |           |
| 3.2 – Housing Description  |           |
| 3.3 – Proforma and Financing Summary                               |           |
| 3.4 – Intended Marketplace   |           |
| 3.5 – Project Cashflow Summary                                     |           |
| 3.6 – Proof of Site Control  |           |
| 3.7 – Proof of Proper Zoning                                       |           |
| 3.8 – Legal Description of Property                                |           |
| 3.9 – Site Plan and Layouts  |           |
| <b>Tab 4 – Leveraged Funds</b>                                     | <b>29</b> |
| <b>Tab 5 – Job Creation and Economic Development</b>               | <b>30</b> |
| 5.1 – Narrative  |           |
| 5.1.1 – Unmet Housing Needs  |           |
| 5.1.2 – Expanded Housing Needs                                     |           |
| 5.2 – Housing Needs Analysis                                       |           |
| <b>Tab 6 – Energy Certification</b>                                | <b>33</b> |

# MIH ARPA Application





**Instructions for the Moderate Income Housing-American Rescue Plan Act (MIH-ARPA) 2023 Round 1 Application:** to better facilitate evaluation, KHRC requires this application to be submitted via electronic upload (detailed "How to Submit" instructions to be released in January 2023).

Please complete this application in Excel and save as "23-01-MIH-ARPA-NameofApplicant-Application.xlsx" Example: Anytown, KS would name the application "23-01-MIH-ARPA-Anytown-Application.xlsx" Accompanying documents must be uploaded electronically as PDF documents. If the applicant has difficulty or cannot upload the application electronically, please email MIH@kshousingcorp.org.

This application includes a request for the Moderate Income Housing-American Rescue Plan Act (MIH-ARPA) Program.

Yes:  X  No: \_\_\_\_\_

**I. Applicant Information:**

County or

City Name:  City of Garden City

Are you able and willing to meet applicable provisions of 2 C.F.R. Part 200 "Uniform Guidance"?  Yes

Unique Entity Identifier (UEI):  UGL6E6W4B7X9

Are you able and willing to abide by ARPA "Restrictions on Use" summarized in section M of the MIH-ARPA RFP?  Yes

Registered with SAM.gov?  Yes

Address:  301 N. 8th Street  City:  Garden City  State:  KS   
 County:  Finney  Zip:  67846  Population:  27,856   
 Telephone:  620-276-1160   
 Primary Contact:  Matt Allen  Email:  matt.allen@gardencityks.us

The primary contact person should be someone that is familiar with the development and application and can answer questions that arise during the application review.

Kansas Senate District:  39  Kansas House District:  122/123  US Congressional District:  1

Have you previously applied for MIH funding?  Yes

What years did you apply?  2014

Did you receive funding?  2014  If yes, please list amount of funding allocated:  \$400,000

Have any members of the development team been debarred, suspended, proposed for debarment, and/or declared ineligible as contractors for the Federal Government?  No

If yes, please list the member(s) and time period: \_\_\_\_\_

**II. Funding Information:**

What is the amount of funding being requested? \$  2,000,000.00

How will the resources be used? Please select all that apply and indicate the \$ amount of each.

|   |  |
|---|--|
| Infrastructure/Site Work: \$ <u> - </u> | New Construction: \$ <u> 2,000,000.00 </u> |
| Down Payment Assistance: \$ <u> - </u>  | Acquisition & Rehab.: \$ <u> - </u>        |
| Historic Rehabilitation: \$ <u> - </u>  | Rehabilitation: \$ <u> - </u>              |

If other, please describe: \_\_\_\_\_

Is the applicant applying for a grant or a loan?

Proposed Period of Performance Start Date: 3/1/2024  
Proposed Period of Performance End Date: 6/1/2025

Has the applicant applied or been approved for a Rural Housing Incentive District (RHID)? Yes

If yes, at what stage of the approval process is the applicant? \_\_\_\_\_

### III. Source of Funds (Construction & Permanent Financing):

**Construction: List individually the source of construction financing.**

*Please attach proof of funding source with the application.*

|  |   |
|--|---|
| Source of Funds: <u>Moderate Income Housing Grant</u>                          | Amount of Funds: \$ <u>2,000,000.00</u> |
| Contact Name: <u>Kansas Housing Resources Corporation</u>                      | <i>Prefilled from Section II.</i>       |
| Email: <u><a href="mailto:MIH@kshousingcorp.org">MIH@kshousingcorp.org</a></u> | Phone: <u>785-217-2001</u>              |
| Source of Funds: <u>Kansas Housing Investment Tax Credits</u>                  | Amount of Funds: \$ <u>1,200,000.00</u> |
| Contact Name: <u>Kansas Housing Resources Corporation</u>                      | Phone: <u>785-217-2001</u>              |
| Email: <u>MIH@kshousingcorp.org</u>  |   |

|   |   |
|---|---|
| Source of Funds: <u>Hawkeye Development</u>     | Amount of Funds: \$ <u>500,000.00</u>   |
| Contact Name: <u>Tim Hanigan</u>                | Phone: <u>620-640-0019</u>              |
| Email: <u>timhanigan@hawkeyedevelopment.net</u> |   |
| Source of Funds: <u>Dream First Bank</u>        | Amount of Funds: \$ <u>8,360,000.00</u> |
| Contact Name: _____                             | Phone: <u>620-276-6971</u>              |
| Email: _____                                    |   |
| Source of Funds: _____                          | Amount of Funds: _____                  |
| Contact Name: _____                             | Phone: _____                            |
| Email: _____                                    |   |
| Source of Funds: _____                          | Amount of Funds: _____                  |
| Contact Name: _____                             | Phone: _____                            |
| Email: _____                                    |   |

**Total Construction Financing:** \$ 12,060,000.00 *Prefilled from above.*

*In the box below, detail other items used to leverage the proposal. This could include sources such as in-kind labor and services, reduced fees and taxes, and city contributed work. KHRC recognizes that calculating leveraged funds is complicated and nuanced. KHRC will consider the sources listed below, but outside of the leveraged funds calculation.*

**Permanent Financing: List total source of funds for the development at closing. Do not include construction finance.**

*Please attach proof of funding source with the application.*

| Name of Lender or Source of Funds: | Amount of Funds: | Annual Debt Service: | Interest Rate of Loan Period: | Amortization Period: | Term of Loan: |
|------------------------------------|------------------|----------------------|-------------------------------|----------------------|---------------|
| Moderate Income Housing Grant      | \$ 2,000,000.00  |                      |                               |                      |               |
| KHITC Cash Value                   | \$ 1,140,000.00  |                      |                               |                      |               |
| Hawkeye Equity                     | \$ 500,000.00    |                      |                               |                      |               |
| Dream First Bank                   | \$ 8,360,000.00  | \$ 718,960.00        | 7.00%                         | 25 years             | 15 years      |
|                                    |                  |                      |                               |                      |               |

**Total Permanent Funds:** \$ 12,000,000.00 *Permanent Funds Must Equal Total Development Costs (below).*

**Total Development Costs:** \$ 12,000,000.00 *Prefilled from Section VII.*

**Total Annual Debt Service:** \$ 718,960.00 *Prefilled from above.*

**IV. Annual Rental Operating Income:**

*If you do not plan to incorporate rental units in your project, please skip this section.*

| Unit Type:    | # Units   | Monthly Rent Per Unit: | Total Tenant Paid Rent: | Square Feet Per Unit: |
|---------------|-----------|------------------------|-------------------------|-----------------------|
| 2 Bedroom     | 5         | \$ 1,600.00            | \$ 8,000.00             |                       |
| 1 Bedroom     | 6         | \$ 1,200.00            | \$ 7,200.00             |                       |
| Studio        | 4         | \$ 850.00              | \$ 3,400.00             |                       |
|               |           |                        | \$ -                    |                       |
| <b>Total:</b> | <b>15</b> | <b>\$ 3,650.00</b>     | <b>\$ 18,600.00</b>     |                       |

|                    |       |  |                     |
|--------------------|-------|--|---------------------|
| Total # of Units:  | 60    | <b>Total Monthly Rental Income:</b>    | \$ 18,600.00        |
| Other Income Type: | N/A   | Plus Other Monthly Income Amount:      |                     |
| Vacancy Allowance: | 5.00% | Less Monthly Vacancy Allowance:        | 930.00              |
|                    |       | <b>Total Monthly Operating Income:</b> | <b>\$ 17,670.00</b> |

**Total Annualized Operating Income:** \$ 212,040.00



## V. Annual Rental Operating Expense:

*If you do not plan to incorporate rental units in your project, please skip this section.*

| Administrative                    |                  | Operating                    |                  | Maintenance                    |                 |
|-----------------------------------|------------------|------------------------------|------------------|--------------------------------|-----------------|
| Advertising                       | \$ 1,000         | Elevator                     | \$ 2,500         | Decorating                     |                 |
| Management                        | \$ 20,000        | Fuel (Heating & Water)       | \$ 5,400         | Repairs                        | \$ 3,000        |
| Legal/Partnership                 | \$ 1,200         | Lighting & Misc. Power       | \$ 8,000         | Exterminating                  | \$ 1,800        |
| Accounting/Audit                  | \$ 3,000         | Gas                          |                  | Ground Expense                 |                 |
| Other                             |                  | Trash Removal                | \$ 2,500         | Other                          |                 |
| Other                             |                  | Payroll, include. taxes      |                  | Other                          |                 |
| Other                             |                  | Insurance                    | \$ 15,000        | Other                          |                 |
| <b>Total Administrative Cost:</b> | <b>\$ 25,200</b> | <b>Total Operating Cost:</b> | <b>\$ 33,400</b> | <b>Total Maintenance Cost:</b> | <b>\$ 4,800</b> |

|  |                      |
|--|----------------------|
| Total Real Estate Taxes:               | \$ 93,800.00         |
| Annual Replacement Reserve for Units:  | \$ 15,000.00         |
| <b>Total Annual Operating Expense:</b> | <b>\$ 172,200.00</b> |

## VI. Homeownership:

*If you do not plan to incorporate homeownership units in your project, please skip this section.*

|                       |     |
|-----------------------|-----|
| Down Payment Cost:    | N/A |
| Estimated Sale Price: | N/A |

|                                    |             |
|------------------------------------|-------------|
| Mortgage:                          | N/A         |
| Utilities:                         | N/A         |
| Interest, Taxes & Insurance:       | N/A         |
| <b>Total Monthly Housing Cost:</b> | <b>\$ -</b> |

## VII. Development Budget:

List Total Development Costs. Not applicable for Down Payment only proposals.

| Itemized Cost                                     | Development Cost        | MIH Requested Expenses |
|---|-------------------------|------------------------|
| <b>To Purchase Land and Buildings:</b>            |                         |                        |
| Land  | \$ -                    | \$ -                   |
| Existing Structures                               | \$ -                    | \$ -                   |
| Demolition  | \$ -                    | \$ -                   |
| Other (specify)                                   | \$ -                    | \$ -                   |
| <b>Subtotal</b>                                   | <b>\$ -</b>             | <b>\$ -</b>            |
| <b>For Site Work:</b>                             |                         |                        |
| Site Work   | \$ -                    | \$ -                   |
| Off-Site Improvement                              | \$ -                    | \$ -                   |
| <b>Subtotal</b>                                   | <b>\$ -</b>             | <b>\$ -</b>            |
| <b>For Rehabilitation &amp; New Construction:</b> |                         |                        |
| New Building                                      | \$ 12,000,000.00        | \$ 2,000,000.00        |
| Rehabilitation                                    | \$ -                    | \$ -                   |
| Accessory Building                                | \$ -                    | \$ -                   |
| General Requirements                              | \$ -                    | \$ -                   |
| Contractor Overhead                               | \$ -                    | \$ -                   |
| Contractor Profit                                 | \$ -                    | \$ -                   |
| Building Permit Fee                               | \$ -                    | \$ -                   |
| <b>Subtotal</b>                                   | <b>\$ 12,000,000.00</b> | <b>\$ 2,000,000.00</b> |
| <b>For Contingency:</b>                           |                         |                        |
| Construction Contingency                          | \$ -                    | \$ -                   |
| Other (specify)                                   | \$ -                    | \$ -                   |
| <b>Subtotal</b>                                   | <b>\$ -</b>             | <b>\$ -</b>            |
| <b>For Architectural &amp; Engineering Fees:</b>  |                         |                        |
| Architect Fee - Design                            | \$ -                    | \$ -                   |
| Architect Fee - Supervision                       | \$ -                    | \$ -                   |
| Real Estate Attorney                              | \$ -                    | \$ -                   |
| Consultant or Processing Agent                    | \$ -                    | \$ -                   |
| Property/Survey Fee                               | \$ -                    | \$ -                   |
| Engineering Fees                                  | \$ -                    | \$ -                   |
| Other (specify)                                   | \$ -                    | \$ -                   |
| Other (specify)                                   | \$ -                    | \$ -                   |
| <b>Subtotal</b>                                   | <b>\$ -</b>             | <b>\$ -</b>            |
| <b>For Interim Costs:</b>                         |                         |                        |
| Construction Insurance                            | \$ -                    | \$ -                   |
| Construction Interest                             | \$ -                    | \$ -                   |
| Construction Loan Origination Fee                 | \$ -                    | \$ -                   |
| Construction Loan Credit Enhancement              | \$ -                    | \$ -                   |
| Taxes   | \$ -                    | \$ -                   |
| <b>Subtotal</b>                                   | <b>\$ -</b>             | <b>\$ -</b>            |
| <b>For Financing Fees and Expenses:</b>           |                         |                        |
| Bond Premium                                      | \$ -                    | \$ -                   |
| Credit Report                                     | \$ -                    | \$ -                   |
| Permanent Loan Origination Fee                    | \$ -                    | \$ -                   |
| Permanent Loan Credit Enhancement                 | \$ -                    | \$ -                   |
| Cost of Issuance/Underwriter Discount             | \$ -                    | \$ -                   |
| Title and Recording                               | \$ -                    | \$ -                   |
| Counsel's Fee                                     | \$ -                    | \$ -                   |
| Cost Certification Fee                            | \$ -                    | \$ -                   |
| Other (specify)                                   | \$ -                    | \$ -                   |
| <b>Subtotal</b>                                   | <b>\$ -</b>             | <b>\$ -</b>            |
| <b>For Soft Costs:</b>                            |                         |                        |
| Property Appraisal (Feasibility) Market Study     | \$ -                    | \$ -                   |
| Environmental Report                              | \$ -                    | \$ -                   |
| Rent-Up Consultants Other                         | \$ -                    | \$ -                   |
| <b>Subtotal</b>                                   | <b>\$ -</b>             | <b>\$ -</b>            |

| Itemized Cost                           | Development Cost        | MIH Requested Expenses |
|---|-------------------------|------------------------|
| <b>For Developer's Fees:</b>            |                         |                        |
| Developer's Overhead                    | \$ -                    | \$ -                   |
| Developer's Fees                        | \$ -                    | \$ -                   |
| Other (specify)                         | \$ -                    | \$ -                   |
| <b>Subtotal</b>                         | <b>\$ -</b>             | <b>\$ -</b>            |
| <b>For Development Reserves:</b>        |                         |                        |
| Rent-Up Reserve Operating Reserve Other | \$ -                    | \$ -                   |
| Other (specify)                         | \$ -                    | \$ -                   |
| <b>Subtotal</b>                         | <b>\$ -</b>             | <b>\$ -</b>            |
| <b>Total</b>                            | <b>\$ 12,000,000.00</b> | <b>\$ 2,000,000.00</b> |

### VIII. Job Creation and Economic Development

Please provide a narrative explaining job creation and economic development in your community, including major employers with the number of their employees, open positions, and unemployment rate. This narrative should include relevant job and economic development numbers from the applicant's housing study. Submit documentation to support each answer (i.e. letters from employers).

Who are the major employers in the area?

|                |                                |                      |      |                           |       |
|----------------|--------------------------------|----------------------|------|---------------------------|-------|
| Employer Name: | Tyson Fresh Meats              | Number of employees: | 3600 | Number of open positions: | _____ |
| Employer Name: | USD 457 Garden City            | Number of employees: | 1299 | Number of open positions: | _____ |
| Employer Name: | St. Catherine Hospital         | Number of employees: | 612  | Number of open positions: | _____ |
| Employer Name: | Finney County                  | Number of employees: | 303  | Number of open positions: | _____ |
| Employer Name: | Wal-Mart Supercenter           | Number of employees: | 303  | Number of open positions: | _____ |
| Employer Name: | Sunflower Electric Corporation | Number of employees: | 231  | Number of open positions: | _____ |
| Employer Name: | Garden City Community College  | Number of employees: | 219  | Number of open positions: | _____ |

Please provide a brief narrative on open positions and projected employment opportunities.

Garden City is in a geographic area where there is an increasing demand for rental properties and an in-migration of a workforce that travels in from outside of Garden City. Economic development efforts have demonstrated an inflow of new jobs and the creation of jobs in agriculture, education, healthcare, hospitality, and manufacturing.

Current Unemployment Rate: 3% Date collected and community definition: Jul-22

Please provide a brief narrative on how the proposal provides a solution to the immediate workforce needs in the community.

Local economic development data indicates housing is still in high demand with a low supply in the marketplace. USD 259 Garden City continues to grow with new students and a need for more staff. The local healthcare system is also in need of medical staff and continues to attract people looking to relocate to Garden City.

### IX. Applicant Agreement

|  |                                   |
|--|-----------------------------------|
| The Applicant (City/County) hereby makes application to Kansas Housing Resources Corporation for the Moderate Income Housing Program in the amount of: | \$ 2,000,000.00                   |
|  | <i>Prefilled from Section II.</i> |

The Applicant agrees that KHRC shall not be held responsible or liable for representations made to the undersigned, or its investors, relating to the KHRC MIH. Therefore, the undersigned Applicant assumes all the risk of damages, losses, costs, and expenses related thereto, and further agrees to indemnify and hold harmless KHRC against any and all claims, suits, losses, damages, costs, and expenses of any kind and of any nature, that KHRC may hereinafter suffer, incur or pay arising out of the use of the information concerning the MIH on the above referenced development.

\_\_\_\_\_  
Applicant Name (Print)

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

# Project Development Team Information



## **2 – Project Information - Narrative**

### **2.1.1 – Project Description**

The City of Garden City has been working for over a decade to address a housing shortage. The demand for housing in Garden City has been compounded by recent economic growth in Finney County. Economic development projects have included a new Dairy Farmers of America milk processing plant and the construction of Empirical Beef, which will be completed in 2023.

In July 2022, Hawkeye Development began planning with the City of Garden City for the creation of a multi-family project that would be economically viable, innovative, and like no other in the western part of Kansas. Crossland Construction, a highly experienced licensed general contractor, began cost estimating on the number of residential units. The initial project concept will be for 60 units with the capacity to add another 140 units as a ground-up mixed-use development.

Hawkeye Development and GLMV Architecture have finalized a concept that will accommodate mid-career professionals and retirees that are seeking low-maintenance housing units. After careful thought, the project team agreed on the name SLIGO Station. The project name was based on a vision for new living spaces that includes quality of life for Garden City residents and a gateway for Finney County visitors.

Initial drawings and site layout have been completed with an official public announcement made on Kansas Day, January 29<sup>th</sup>, 2023. The funds requested from the KHRC MIH-ARPA Program will be directed to gap financing for the first phase of the northwest residential complex building. The initial layouts include a mix of studio, one-bedroom, and two-bedroom units priced to create housing for middle-income workers in the community (3.4 – Sketch Plan).

Hawkeye will be the long-term developer to manage and own SLIGO Station. The property is shovel-ready within municipal services, adjacent to other residential housing, and Garden City's primary retail corridor (3.2 – Proof of Proper Zoning).

Construction will not begin until the MIH-ARPA funds are awarded. The projected start date for construction is tentatively set for March 2024 with a target completion date of June 2025. The drawings and floor plans have been approved and the cost estimates have been itemized in the project budget portion of this application (3.2 Sketch Plan). The 2021 Housing Study completed by RDG supports strong demand for new types of housing product lines including high-density residential units.

### **2.1.2 – Administration**

The City of Garden City has been leading the efforts to determine housing needs, evaluate the local housing stock, and develop solutions for future housing. Elected officials and city staff have a common goal of seeking solutions while promoting opportunities for residents.

City staff has become proactive on housing by initiating contact with stakeholders, and actively offering incentive programs to spur private developers to participate in a coordinated effort to improve Garden City's housing market. The project team will continue to take the lead and commit resources, who in turn will become the catalyst for the process.

The grant administration for this project will be executed by City Manager Matt Allen and Assistant City Manager Derek Ramos. Finney County Economic Development (FCEDC) will also deploy Special Projects Engineer Steve Cottrell and Director of Analytics Shannon Dick. Each will play a key role in streamlining the administration, reporting, and compliance of MIH-ARPA funds.

### **2.1.3 – Capacity of Application**

Garden City is well prepared to manage the scope of this project, as emphasized in RDG's Community Housing Assessment Tool – CHAT (5 – Housing Assessment & Market Study). The City of Garden City initiated the first steps by encouraging and starting conversations with residents and employers to raise awareness of new housing options.

Planning sessions regarding housing production date back to 2010. The housing study shows the importance of getting an immediate housing strategy in place to address a compounding shortage of 200 homes per year. These very strategic objectives are supported by a concept that rethinks assumptions of land cost, infrastructure, and density. It also meets the continued demand for market-rate rentals and a focus on the revitalization of a property near the central and primary retail corridor.

These are all key components that reflect the capacity of the applicant to respond to the needs assessed in the CHAT.

### **2.1.4 – Description of Collaboration**

What the CHAT does not measure is how Garden City has worked collaboratively to improve the future growth of housing. Garden City prides itself on quality of life, an open and helpful government, a top-notch K-12 school system, and an active business community.

Numerous Finney County employers have indicated that housing has become an issue when hiring new employees and it is extremely difficult to find living options on short notice. Tyson Fresh Meats, USD 457 Garden City, and St. Catherine Hospital are the largest employers in Finney with a combined workforce of nearly 5,500 employees. There are an estimated 1,535 advertised open positions, but the actual jobs available are upwards of 4,000.

The City has met with state leaders including leadership at the Kansas Department of Commerce and Kansas Housing Resources Corporation to review the lack of housing and its impact on the future growth of Garden City and Finney County.

# Additional Development Information



## **3 – Project Plan**

### **3.1 Project Timeline**

The City of Garden City has defined the needs of this project plan and its timeline. The examination of cost estimates was used with confidence to assist the project team in making appropriate decisions about the proposed MIH-ARPA funding, operations, and management.

The project planning has engaged architectural and construction collaborators. Construction will not begin until the MIH and KHITC funding is awarded. The Hawkeye development team intends to secure local construction financing through a local banking partner. The projected start date for construction is tentatively set for March 2024 with a target completion date of June 2025. The developer anticipates a rental unit vacancy rate of less than 5% in the first three years.

### **3.2 Housing Description**

The floor plan developed for this project includes four floors with (5) two-bedroom, (6) one-bedroom, and (4) studio units. Wheelchair-accessible units are included in the layouts.

### **3.3 Proforma & Permanent Financing**

SLIGO Station is in the pre-development phase. Securing the necessary gap financing resources to achieve financial viability is a critical step moving forward. There has been immediate interest from outside investors and preliminary interest in commercial tenants as part of the mixed-use development.

The secondary funding for this development will come from MIH-ARPA and the KHITC program. Hawkeye will also pursue a Tax Increment Financing (TIF) district through the City of Garden City, which will allow for a funding rebate. These incentives are noted in the Projected Cash Flow Summary (3.3 – Proforma for Construction & Permanent Financing).

SLIGO Station will take off upon the MIH-ARPA announcement. The project team will then proceed with the full design, engineering, and environmental phase. The construction phase of the project itself will not start until March 2024.

### **3.4 Intended Marketplace**

The Garden City community has 1,535 advertised open positions according to local employer surveys completed by the FCEDC. Employers indicate they have made several wage adjustments, and that housing is a significant barrier.

In southwest Kansas, it has become increasingly difficult for middle-income workers to buy or rent housing in the community in which they work. This is in part due to wages not keeping up with the increasing costs of living and the limited housing stock for a growing workforce. Garden City's middle-income workers include professions in advanced agriculture, education, healthcare, manufacturing, and retail services.

**SLIGO Housing Project**  
**Projected Cash Flow Summary**  
**2024**

| 60 Units                      |                   |                  |                  |                  |                  |                  |                  |                      |                  |                  |                           |                  |                  |                  |                  |
|-------------------------------|-------------------|------------------|------------------|------------------|------------------|------------------|------------------|----------------------|------------------|------------------|---------------------------|------------------|------------------|------------------|------------------|
| 2 Bedroom                     | 20                | Project Costs    | 12,000,000       | Loan Rate        | 7.000%           | Inc. Inflation   | 2.00%            | Debt Owned - Year 10 | 314,990          |                  |                           |                  |                  |                  |                  |
| Rent                          | 1,600             | Private Fund     | 500,000          | Term in Month    | 180              | Exp Inflation    | 2.50%            | Debt Owned - Year 15 | 173,166          |                  |                           |                  |                  |                  |                  |
| 1 Bedroom                     | 24                | MIH-ARPA Gr      | 2,000,000        | Loan Payment     | 75,142           |                  |                  | Basis in year 16     | 218,291          |                  |                           |                  |                  |                  |                  |
| Rent                          | 1,200             | KHITC            | 1,140,000        |                  |                  |                  |                  | FMV in Year 16       | 11,886,827       |                  |                           |                  |                  |                  |                  |
| Studio                        | 16                |                  |                  |                  |                  |                  |                  |                      |                  |                  |                           |                  |                  |                  |                  |
|                               | 850               |                  |                  |                  |                  |                  |                  |                      |                  |                  |                           |                  |                  |                  |                  |
| Occupancy                     | 92%               | Debt             | 8,360,000        | Annual Apt Co    | 15,810           |                  |                  |                      |                  |                  |                           |                  |                  |                  |                  |
|                               |                   |                  |                  |                  |                  |                  |                  |                      |                  |                  | Rent Increase \$100/month |                  |                  |                  |                  |
| <b>LLC</b>                    | <b>Total</b>      | <b>Year 1</b>    | <b>Year 2</b>    | <b>Year 3</b>    | <b>Year 4</b>    | <b>Year 5</b>    | <b>Year 6</b>    | <b>Year 7</b>        | <b>Year 8</b>    | <b>Year 9</b>    | <b>Year 10</b>            | <b>Year 11</b>   | <b>Year 12</b>   | <b>Year 13</b>   | <b>Year 14</b>   |
| Receipts                      | 17,964,983        | 1,006,848        | 1,026,985        | 1,047,525        | 1,068,475        | 1,089,845        | 1,111,642        | 1,133,874            | 1,182,952        | 1,233,011        | 1,263,671                 | 1,294,945        | 1,326,843        | 1,359,380        | 1,392,568        |
| TIF Funding Rebate            | 858,046           | 113,687          | 116,529          | 119,443          | 122,429          | 125,489          | 128,627          | 131,842              |                  |                  |                           | -                | -                | -                | -                |
| <b>Total Receipts</b>         | <b>18,823,029</b> | <b>1,120,535</b> | <b>1,143,514</b> | <b>1,166,967</b> | <b>1,190,904</b> | <b>1,215,334</b> | <b>1,240,268</b> | <b>1,265,717</b>     | <b>1,182,952</b> | <b>1,233,011</b> | <b>1,263,671</b>          | <b>1,294,945</b> | <b>1,326,843</b> | <b>1,359,380</b> | <b>1,392,568</b> |
| <b>Expenses</b>               |                   |                  |                  |                  |                  |                  |                  |                      |                  |                  |                           |                  |                  |                  |                  |
| Administrative                | 451,885           | 25,200           | 25,830           | 26,476           | 27,138           | 27,816           | 28,511           | 29,224               | 29,955           | 30,704           | 31,471                    | 32,258           | 33,065           | 33,891           | 34,738           |
| Operating                     | 598,926           | 33,400           | 34,235           | 35,091           | 35,968           | 36,867           | 37,789           | 38,734               | 39,702           | 40,695           | 41,712                    | 42,755           | 43,824           | 44,919           | 46,042           |
| Maintenance & Repair:         | 86,073            | 4,800            | 4,920            | 5,043            | 5,169            | 5,298            | 5,431            | 5,567                | 5,706            | 5,848            | 5,995                     | 6,144            | 6,298            | 6,455            | 6,617            |
| Real Estate Taxes             | 2,265,145         | 126,319          | 129,477          | 132,714          | 136,032          | 139,433          | 142,918          | 146,491              | 150,154          | 153,908          | 157,755                   | 161,699          | 165,742          | 169,885          | 174,132          |
| <b>Total Expenses</b>         | <b>3,402,029</b>  | <b>189,719</b>   | <b>194,462</b>   | <b>199,324</b>   | <b>204,307</b>   | <b>209,414</b>   | <b>214,650</b>   | <b>220,016</b>       | <b>225,516</b>   | <b>231,154</b>   | <b>236,933</b>            | <b>242,856</b>   | <b>248,928</b>   | <b>255,151</b>   | <b>261,530</b>   |
| <b>Income from Operations</b> | <b>15,421,000</b> | <b>930,816</b>   | <b>949,052</b>   | <b>967,644</b>   | <b>986,597</b>   | <b>1,005,920</b> | <b>1,025,618</b> | <b>1,045,701</b>     | <b>957,435</b>   | <b>1,001,857</b> | <b>1,026,738</b>          | <b>1,052,088</b> | <b>1,077,916</b> | <b>1,104,229</b> | <b>1,131,038</b> |
| <b>Loan Payments</b>          |                   | 901,704          | 901,704          | 901,704          | 901,704          | 901,704          | 901,704          | 901,704              | 901,704          | 901,704          | 901,704                   | 901,704          | 901,704          | 901,704          | 901,704          |
| <b>TIF Proceeds</b>           |                   | 116,274          | 119,432          | 122,668          | 125,986          | 129,387          | 132,873          | 136,446              | 140,108          | 143,862          | 147,710                   | 151,654          | 155,696          | 159,840          | 164,087          |
| <b>LLC Cash Flow</b>          |                   | 145,386          | 166,780          | 188,608          | 210,879          | 233,603          | 256,787          | 280,443              | 195,840          | 244,015          | 272,744                   | 302,038          | 331,908          | 362,365          | 393,421          |
| <b>Debt Coverage Ratio</b>    |                   | 1.03             | 1.05             | 1.07             | 1.09             | 1.12             | 1.14             | 1.16                 | 1.06             | 1.11             | 1.14                      | 1.17             | 1.20             | 1.22             | 1.25             |



|                |
|----------------|
| <b>Year 15</b> |
| 1,426,419      |
| -              |
| 1,426,419      |
| 35,607         |
| 47,193         |
| 6,782          |
| 178,486        |
| 268,068        |
| 1,158,351      |
| 901,704        |
| 168,440        |
| 425,087        |
| 1.28           |

**APPLICATION FOR ZONING CHANGE  
TO  
HOLCOMB-GARDEN CITY-FINNEY COUNTY AREA PLANNING COMMISSION**

CASE NO: 9C2023-13

APPLICATION FEE: \$250.00/\$200.00

DATE: 02/02/23

RECEIPT NO. NDS-00253

Address to Property to be rezoned: 1129 Palace Dr. Garden City KS 67846

COPY OF DEED ATTACHED: XX YES \_\_\_\_\_ NO \_\_\_\_\_

Applicant/Agent: Tim Hanigan,  
Hawkeye Developments LLC Phone: 620-640-0019  
(Print or Type Name)

Address: 2203 E Labrador Blvd #8 GCK

Signature: \_\_\_\_\_

Owner (If different): \_\_\_\_\_ Phone: \_\_\_\_\_  
(Print or Type Name)

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

PRESENT ZONING: R-C PRESENT USE: Vacant

PROPOSED ZONING DISTRICT: C-2 (PCD)

REQUEST CONFORMS WITH PLAN: XX YES \_\_\_\_\_ NO \_\_\_\_\_

LETTER REQUESTING AMENDMENT TO LAND USE PLAN ATTACHED: \_\_\_\_\_ YES XX NO

CERTIFICATE OF OWNERSHIP ATTACHED: XX YES \_\_\_\_\_ NO \_\_\_\_\_

HEARING DATE: March 16, 2023

EARLIEST HEARING BEFORE GOVERNING BODY : April 4, 2023 (Date)

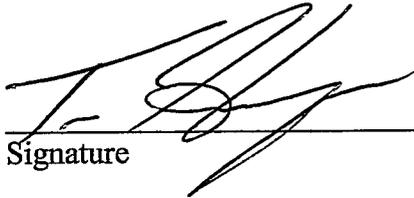
STAFF USE: Application is complete as submitted from the Applicant; Case number is assigned; Receipt has been made and noted here on; Staff portions of Application are complete.

Signature: [Signature] Date: \_\_\_\_\_

**VERIFICATION**

STATE OF KANSAS    )  
                                  ) Ss.  
COUNTY OF FINNEY )

I do hereby certify upon my oath that I have read the above Application for Rezoning and I know the contents thereof to be true and correct of the best of my knowledge.

  
\_\_\_\_\_  
Signature

SUBSCRIBED AND SWORN TO before this 1<sup>st</sup> day of February, 2023.

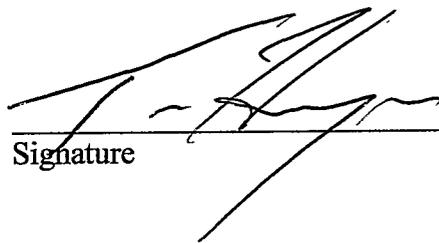


  
\_\_\_\_\_  
NOTARY PUBLIC

**CERTIFICATE OF OWNERSHIP**

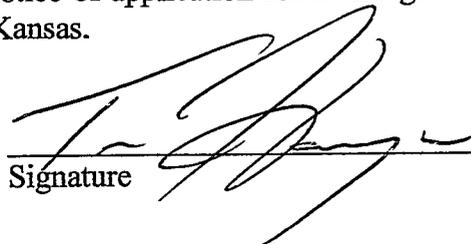
I, the undersigned, do hereby certify that on this 1<sup>st</sup> day of February, 2023, I am the lawful owner of the following described property, to Wit:

Check here if legal is attached.

  
\_\_\_\_\_  
Signature

**DECLARATION OF RESTRICTION**

I hereby state as registered proprietor of land, if said application for rezoning is granted by the Governing Body of Finney County, Kansas, that said use of land would be solely that which is authorized within the zoning classification, and recognize such conditions as set forth in the approval. And henceforth if said use is abandoned or change proposed, that the subsequent use shall be in conformance with the zoning restrictions then if effect as to the land, unless a notice of application for a change is filed and consent obtained by said Governing Body, Finney County, Kansas.

  
\_\_\_\_\_  
Signature



*[Handwritten Signature]*



CORI SMITH  
REGISTER OF DEEDS - FINNEY COUNTY KANSAS  
Book: 350 Page: 9

Receipt #: 169082

Recording Fee: \$38.0

Pages Recorded: 1 of 2

*[Handwritten Signature]*  
Date Recorded: 7/1/2021 9:14:32 AM  
[ELECTRONICALLY FILED]

Filed By  
First American Title  
417 N. 8th  
Garden City, KS 67846  
620-275-7441

**KANSAS WARRANTY DEED  
(Individual/Tenants in Common)**

**THIS DEED**, is made this **28th** day of **June, 2021** by and between **Lee Properties** as Grantor(s), and **Hawkeye Development LLC**, as Grantee(s), whose mailing address is **1620 E. Kansas Ave., Suite A, Garden City, KS 67846**.

**WITNESSETH**, that the Grantor(s), for and in consideration of the sum of One Dollar and other good and valuable consideration paid by the Grantee(s), the receipt and sufficiency of which is hereby acknowledged by Grantor(s), do/does by these presents **GRANT, BARGAIN AND SELL, CONVEY AND WARRANT** unto the Grantee(s), the following described Real Estate, situated in the County of **Finney** and State of Kansas, to-wit:

**Lots One (1) thru Twenty (20), Block One (1), Miriah Heights Two, Garden City, Finney County, Kansas, a/k/a 1129 Palace Drive, Garden City, Kansas.**

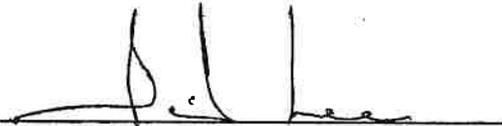
Subject to all easements, restrictions and reservations, if any, now of record.

**TO HAVE TO HOLD** the same, together with all rights and appurtenances to the same belonging, unto the Grantee(s), and to the heirs and assigns of such Grantee(s) forever.

The Grantor(s) hereby covenanting that the Grantor(s), and the heirs, executors, administrators and assigns of the Grantor(s), shall and will **WARRANT AND DEFEND** the title to the premises unto the Grantee(s), and to the heirs and assigns of Grantee(s) forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the current calendar year and thereafter, and special taxes becoming a lien after the date of this deed.

Dated: **June 28, 2021**

Lee Properties, a Kansas general partnership

By: 

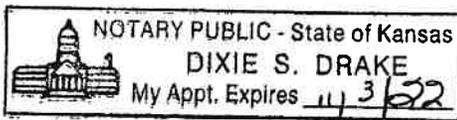
Name: Gail Lee  
Title: Authorized Partner

STATE OF **KANSAS**                    )  
  ) ss.  
COUNTY OF **FINNEY**                )

On **June 28, 2021** this deed was acknowledged before me by **Gail Lee, Authorized Partner of Lee Properties**, Grantor(s).

  
\_\_\_\_\_  
Notary Public

My appointment expires:



# Sligo Station

Garden City, KS

Conceptual Design

01.01.2023



MASTER PLAN

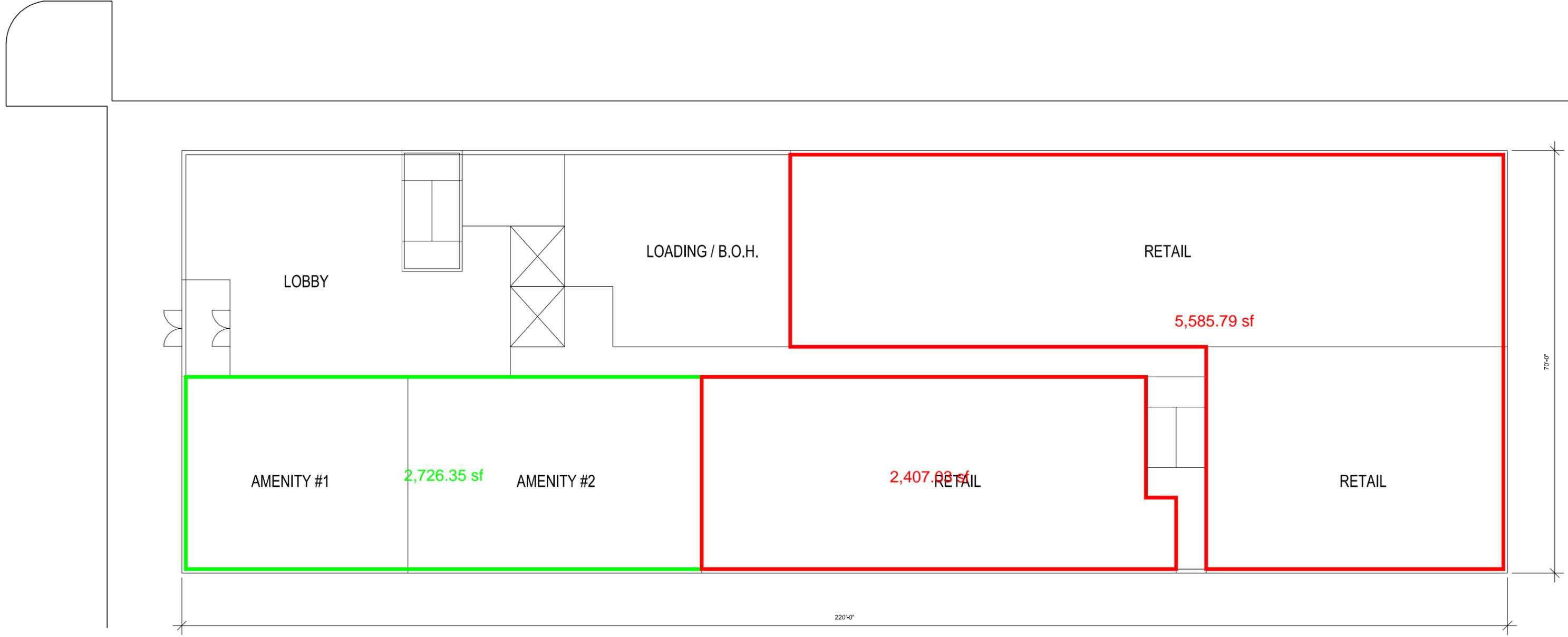


| SLIGO STATION | SW Building | NE Building | Total   |
|---------------|-------------|-------------|---------|
| RETAIL        | 14,900      | 42,000      | 56,900  |
| OFFICE        | 60,000      |             | 60,000  |
| RESIDENTIAL   | 200 units   | 237,500     | 237,500 |
|               |             |             | 354,400 |

GROUND LEVEL



PLAZA

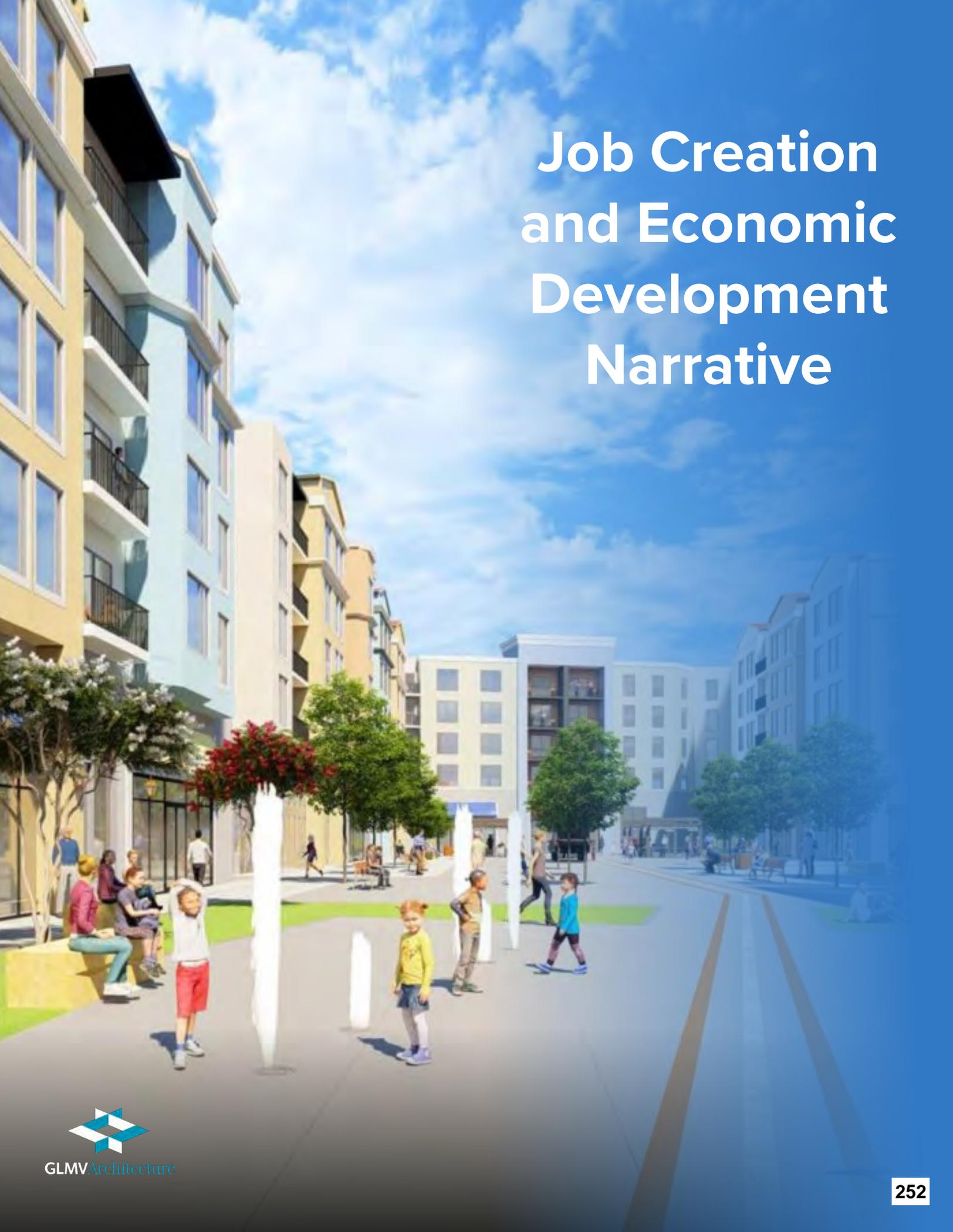




# Leveraged Funds



# Job Creation and Economic Development Narrative



## **5 – Job Creation & Economic Development**

### **5.1 Narrative**

In the last decade, Garden City has had numerous employers that have ramped up production with large-scale growth. The private sector in Finney County continues to add jobs. In the last decade, Garden City has only received funds from the MIH Program once in 2014, which was a successful project that added 20 new residential units.

Local economic development data indicates housing is still in high demand with a low supply in the marketplace. USD 259 Garden City continues to grow with new students and a need for more staff. The local healthcare system is also in need of medical staff and continues to attract people looking to relocate to Garden City.

FCEDC's internal analysis and data clearly support the improvement of the housing situation. Housing has been described as a critical part of capitalizing on economic development. The City's Neighborhood Development Services team is active and engaged in creating appropriate zoning classifications and the process through the local planning commission.

#### **5.1.1 – Unmet Housing Needs**

Garden City has a limited supply of available homes on the market and the rental marketplace is in high demand. Improving housing has been a key priority over the last ten years. Finney County has taken steps to address housing needs by expanding Rural Housing Incentive Districts for housing development projects.

Employment trends have been positive with a low unemployment rate maintained at 2.7% through 2022. The average wage of local manufacturers has risen from the \$13-15/hour range to \$20-25/hour range, indicating that the wage for rent demand by developers has significantly increased. This change in rent demand will allow aid in the ability for market-based housing to construct and rent.

#### **5.1.2 – Expanded Housing Needs**

Garden City is in a geographic area where there is an increasing demand for rental properties and an in-migration of a workforce that travels in from outside of Garden City. Economic development efforts have demonstrated an inflow of new jobs and the creation of jobs in agriculture, education, healthcare, hospitality, and manufacturing.

In Finney County, it has become increasingly difficult for wage earners to buy or rent housing close to the areas in which they work. The surveys and analysis estimated there to be 1,535 open job positions in Garden City.

The price breakouts for this project have been defined for new rental housing demand based on the housing analysis that new construction will be ideally affordable to the existing levels of wages and household income. The housing analysis quantifies a low balance of rental units causing residents and the workforce to settle for housing priced below their means or outside of Garden City.

# Energy Certification

SLIGO STATION  
Est. 2024



**TO:** City Commission  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Aleecya Charles, Assistant Neighborhood & Development Services Director  
**DATE:** April 2, 2024  
**RE:** Hunters Glen Phase Four Development Agreement

---

**ISSUE:**

The Governing Body is asked to consider and approve a Development Agreement for Hunters Glen Phase Four.

**BACKGROUND:**

Oikos Development Corporation is requesting to build the infrastructure improvements to connect Hunters Glen Phase Three A and Three B. The property is generally located northwest of Valley View Cemetery. Hunters Glen Phase Three A and Three B require supporting infrastructure that must run through a future phase of the development (Phase Four) This future phase will not be fully developed at this time but will be minimally developed to house the supporting infrastructure required for Phase Three A and Three B. The intent is for this future phase to be later developed as an RHID district. Until that time, a development agreement is required to regulate the construction of this supporting infrastructure and the recoupment of any eligible costs.

**ALTERNATIVES:**

1. The Governing Body may approve the Development Agreement for Hunters Glen Phase Four.
2. The Governing Body may not approve the Development Agreement.

**RECOMMENDATION:**

Staff recommends the Governing Body approve the Development Agreement for Hunters Glen Phase Four.

**FISCAL NOTE:**

There is no fiscal note, the Developer will private financing.

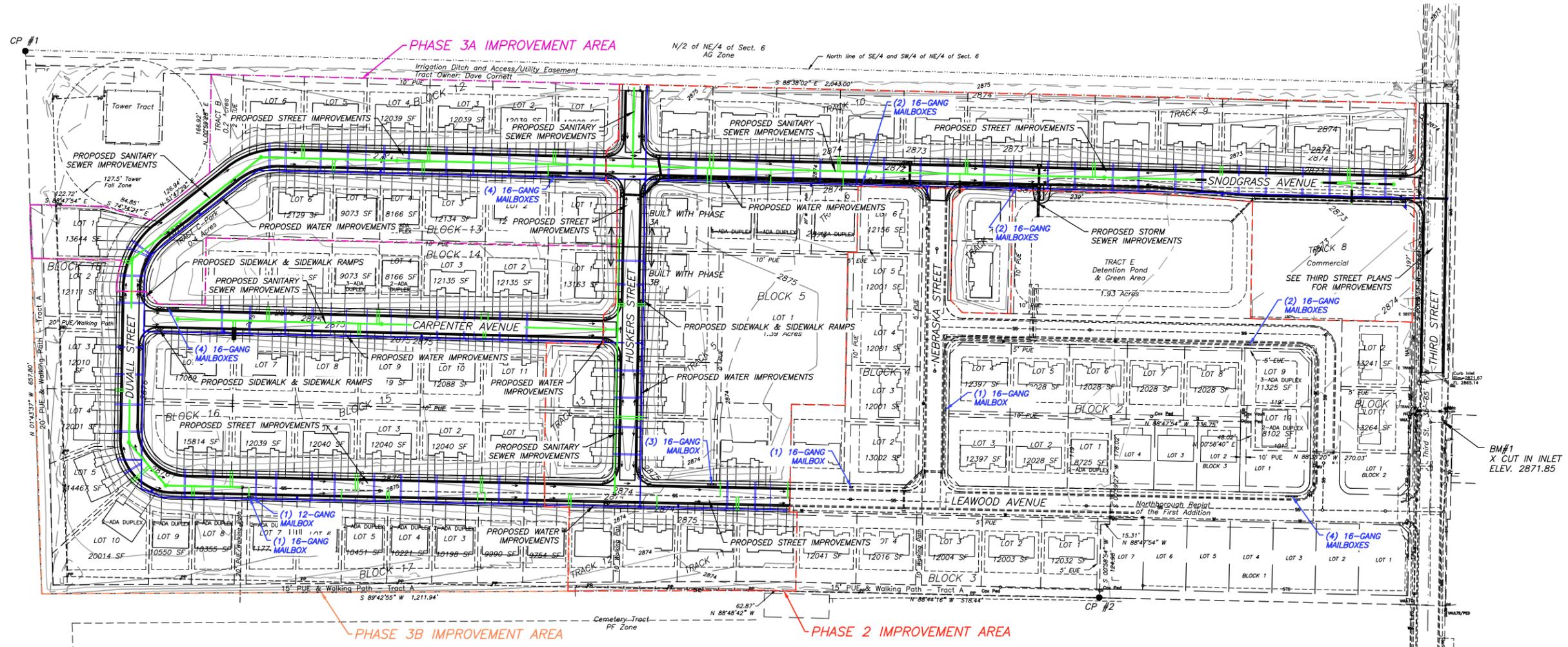
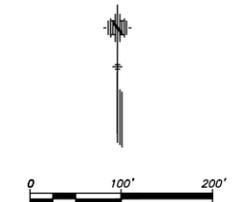
**ATTACHMENTS:**

[Overall Site Layout](#)  
[Hunters Glen Phase Four](#)  
[Development Plan \(Combined\) - Hunters Glen Phase 4 - City Commission Final.pdf](#)

CONTROL POINT #1  
 N. 1807042.38  
 E. 628457.63  
 1/2" BAR  
 NORTH WEST CORNER OF PROPERTY

MASS GRADING SHALL BE CONSTRUCTED BY THE CONTRACTOR. ELECTRONIC  
 FILE OF PROJECT WILL BE AVAILABLE UPON REQUEST. RELEASE OF LIABILITY  
 WAIVER SHALL BE SIGNED BEFORE RELEASE OF ELECTRONIC FILE.

CONTROL POINT #2  
 N. 1806116.90  
 E. 630278.44  
 1/2" BAR  
 SOUTH EAST CORNER OF PROPERTY



257

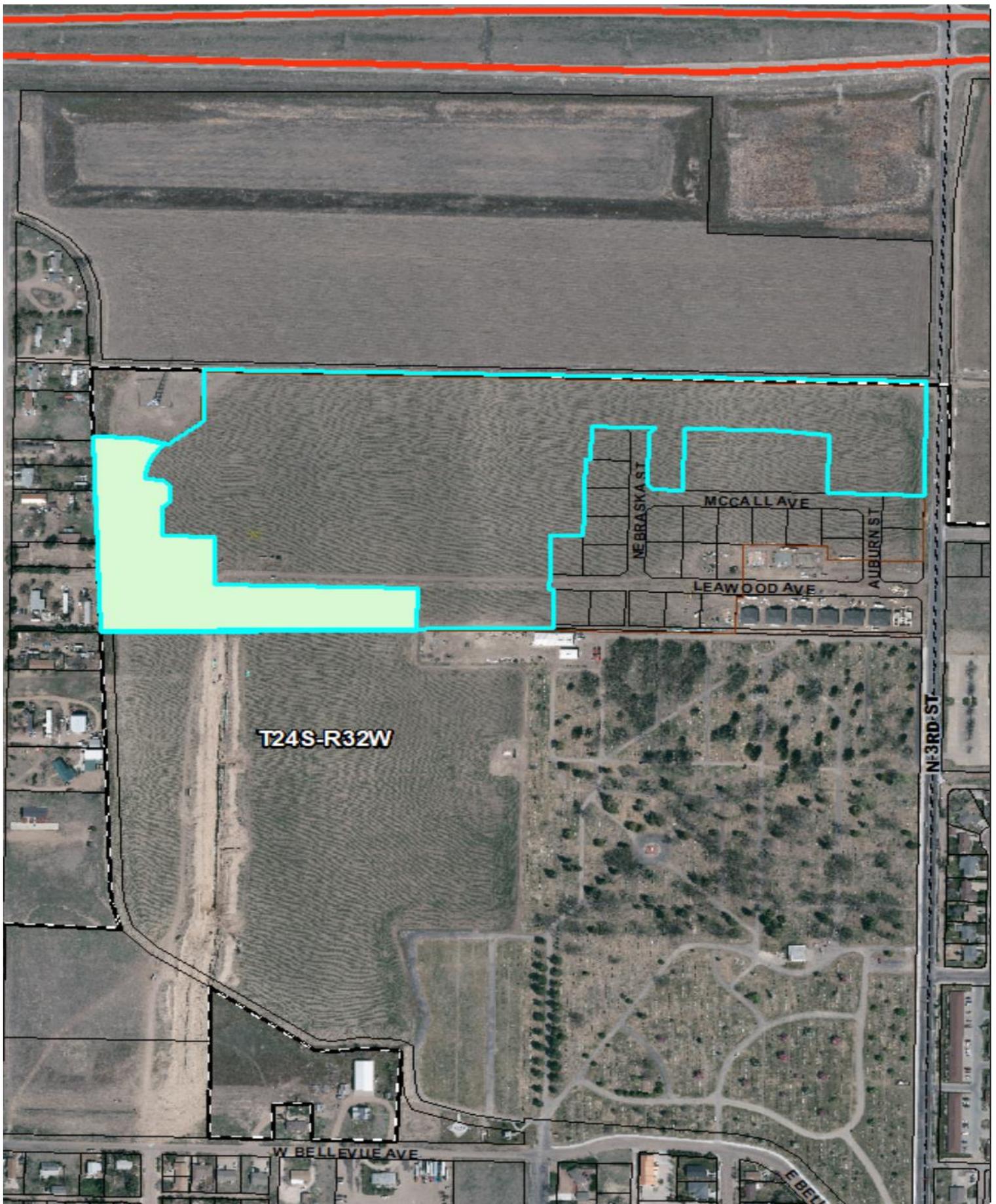
**HUNTERS GLEN**  
**PHASE 3**  
 SANITARY SEWER, WATER & STREET IMPROVEMENTS  
 GARDEN CITY, KANSAS

| Date | Description |
|------|-------------|
|      |             |
|      |             |
|      |             |

Project # R4374.1  
 ©COPYRIGHT  
 Evans-Bierly-Hutchison  
 & Associates, P.A., 2024.  
 Title:  
 SITE PLAN /  
 DRAINAGE PLAN

Sheet:  
**C-101**

THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF GARDEN CITY STANDARD CONSTRUCTION SPECIFICATIONS.



Disclaimer: This map is produced by Neighborhood & Development Services and is for informational purposes. This map is not prepared for or suitable for legal, engineering, or surveying purposes.



**DEVELOPMENT AGREEMENT**  
**HUNTERS GLEN – PHASE FOUR**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **CITY OF GARDEN CITY, KANSAS**, a Kansas municipal corporation (“CITY”), and **OIKOS DEVELOPMENT CORPORATION**, a Missouri nonprofit corporation (“DEVELOPER”), together collectively referred to as the “Parties”.

**RECITALS**

- A. CITY is a city of the first class situated in Finney County, Kansas.
- B. CITY operates and maintains a system of public infrastructure and facilities for the travel of vehicles and pedestrians and the operation of public and private utilities within the corporate limits of Garden City, Kansas.
- C. CITY utilizes a program pursuant to the Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 et seq. that is designed to encourage the development of housing within Garden City, Kansas by providing a procedure for developers to recoup eligible expenses related to the implementation of the housing development.
- D. DEVELOPER is a private, nonprofit community housing development organization that has acquired certain real property, as more particularly described herein, that is located within the corporate limits of Garden City, Kansas.
- E. DEVELOPER intends to develop the property into residential housing units as part of a multi-phase federally-funded public housing development that will be owned and operated by DEVELOPER and will generally consist of multiple family rental dwellings, common areas, and landlord areas, which will include the completion of public infrastructure improvements throughout the phases of the housing development.
- F. DEVELOPER and CITY have contemporaneously hereto entered into development agreements as part of a development plans pursuant to the Act for Phase Three A and Phase Three B of the residential housing facility with the intent that said phases will be fully developed with residential housing units in the near future.
- G. DEVELOPER desires to, at a later time, fully develop this phase into residential housing units but, immediately, desires to develop this phase with only that infrastructure needed to support Phase Three A and Phase Three B.
- H. At such time that DEVELOPER is ready to begin further development of this phase, DEVELOPER desires to participate in the housing incentive program for this phase of the housing development in order to recoup a portion of its eligible expenses related to the implementation of this phase, subject to the terms and conditions of a future amendment to this Agreement for purposes of participation in the housing incentive program.
- I. CITY desires to allow DEVELOPER to partially develop this phase with infrastructure, with the understanding that it will be later fully developed with residential housing units, in exchange for DEVELOPER agreeing to construct and install certain infrastructure improvements, to comply with the Code of Ordinances of the City of Garden City, Kansas and any regulations, rules, policies, and specifications of CITY, to comply with certain supplemental provisions of such code, regulations, rules, policies, and specifications, and to otherwise be subject to the terms and conditions of this Agreement.

J. CITY and DEVELOPER desire to enter into this Agreement to define and express all of their respective rights, commitments, undertakings, and other obligations with respect to the development of said phase and as it may relate in the future to the Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 et seq.

**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. **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. **Act** means the Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 et seq. This definition shall also apply to the term “Rural Housing Incentive District”.
- b. **Code** means the Code of Ordinances of the City of Garden City, Kansas.
- c. **Governing Body** means the City Commission of the City of Garden City, Kansas.
- d. **Reinvestment Housing Incentive District** means a reinvestment housing incentive district pursuant to the Act. This definition shall also apply to the term “Rural Housing Incentive District”.
- f. **Subdivision Regulations** means the Subdivision Regulations of the City of Garden City, Kansas.
- g. **Substantial Completion** means the stage in the progress of the Public Improvements or Private Improvements when the work or designated portions thereof is sufficiently complete in accordance with the Infrastructure Plans or Electrical Plans, excepting all punch list items so that such infrastructure can be occupied or utilized for its intended purposes.

2. **PROPERTY.** The real property subject to this Agreement is generally located to the North of Valley View Cemetery and West of North 3<sup>rd</sup> Street in Garden City, Finney County, Kansas and is more particularly described as follows:

A tract of Land, surveyed by Ken Parks, PS No. 1289, on 19 September, 2022, in the Southwest Quarter of the Northeast Quarter of Section 6, Township 24 South, Range 32 West of the 6th P.M., Garden City, Finney County, Kansas, more particularly described as follows: Beginning at the Southwest Corner of Hunters Glen – Phase Three A being a found ½” R-bar, CPS; thence South 89°42’55” West on the North line of the Cemetery Tract a distance of 891.50 feet to a found ½” R-bar, Matthews; thence North 01°43’37” West on the East of the Survey for Howard Smith a distance of 657.80 feet to a found ½” R-bar, CPS cap typical; thence South 88°47’54” East on the South line of said Hunters Glen – Phase Three A a distance of 122.72 feet to a found ½” R-bar; thence South 74°34’21” East on the South line of said Addition a distance of 84.85 feet to a found ½” R-bar; thence on the South line of said Addition on a non-tangential curve to the left having a delta angle of 50°48’01”, an arc length of 132.99 feet, a radius of 150.00 feet, a chord length of 128.68 feet and a chord bearing of South 26°23’29” West to a found ½” R-bar; thence South 82°24’17” East on the South line of said Addition a distance of 50.33 feet to a found ½” R-bar; thence South 43°48’46” East on the South line of said

[LEGAL DESCRIPTION CONTINUES ON NEXT PAGE]

Addition a distance of 28.42 feet to a found ½" R-bar; thence South 01°04'27" West on the West line of Hunters Glen – Phase Three B a distance of 50.00 feet to a found 1/2" R-bar; thence South 46°10'41" West on the West line of said Addition a distance of 28.14 feet to a found ½" R-bar; thence South 00°59'28" West on the West line of said Addition a distance of 95.55 feet to a found 1/2" R-bar; thence South 88°47'54" East on the West line of said Addition a distance of 149.77 feet to a found ½" R-bar; thence South 00°59'28" West on the West line of said Addition a distance of 163.60 feet to a found ½" R-bar; thence South 88°47'54" East on the South line of said Additions Three A and Three B a distance of 573.01 feet to a found ½" R-bar; thence South 00°59'12" West on the South line of Hunters Glen – Phase Three A a distance of 141.76 feet to the point of beginning, containing an area of 5.8 acres, more or less ("Property").

3. **PRELIMINARY PROCEDURE RELATED TO INCENTIVE DISTRICT.** On October 16, 2012, the Governing Body passed and approved Resolution No. 2506-2012 naming Northborough Addition as a proposed Rural Housing Incentive District ("Resolution of Required Findings"). A certified copy of the Resolution of Required Findings was thereafter sent to the Secretary of Commerce of the State of Kansas ("Secretary") for review and advisement pursuant to subsection (c) of K.S.A. 12-5244 of the Act. On November 27, 2012, the Secretary advised the Governing Body in writing that the Secretary agreed with each of the findings contained in the Resolution of Required Findings, which thereby authorized the Governing Body to proceed with the establishment of Reinvestment Housing Incentive Districts within the Northborough Addition. The Property is situated within the area previously comprising the Northborough Addition and, therefore, can, at any future time, be established by the Governing Body as a Reinvestment Housing Incentive District pursuant to the Act.

3. **CONCEPTUAL SITE PLAN; MATERIAL CHANGE.** DEVELOPER submitted to CITY, and CITY has approved, a certain conceptual site plan depicting the conceptual program for the construction of the Housing Facilities, Public Improvements, and Private Improvements within Phase Three A, Phase Three B, and Phase 4 of the Property, which is attached hereto as **Exhibit 1** and is hereby incorporated by reference as if fully set forth herein ("Conceptual Site Plan"). DEVELOPER shall not engage in any activity in contradiction to the Conceptual Site Plan that would constitute a Material Change unless: (a) DEVELOPER has provided written notification of such material change to CITY at least thirty (30) days prior to engaging in any such activity; and (b) CITY has consented in writing to such material change. CITY shall not unreasonably withhold any such consent. For the purposes of this paragraph, the term "Material Change" shall mean any change to the Conceptual Site Plan that: (i) significantly affects the nature of the Public Improvements; (ii) significantly affects the number of Housing Facilities; or (iii) results in an increase or decrease to the cost of the Public Improvements or Private Improvements in the amount of twenty-five thousand dollars (\$25,000) or more.

6. **DESIGN CRITERIA.** Any plan, drawing, or other document that is referenced in Sections 70-2:1.060 or 70-2:7.130 of the Subdivisions Regulations and that is related to the Public Improvements, Private Improvements, or Housing Facilities, including, but not limited to, any construction plans, shall conform with the following:

- a. **COMPLIANCE WITH ORDINANCES, LAWS, & REGULATIONS.** DEVELOPER shall be responsible to have the Public Improvements and Private Improvements designed in conformity with all applicable local, state, and federal ordinances, laws, and regulations and any design criteria appropriate for the project, including, but not limited to, the following:
  - i. General Improvements Handbook of CITY, as the same is in effect as of the Effective Date of this Agreement;

- ii. Appendix A – SS-1 Standard Wastewater Specifications of the General Improvements Handbook of CITY, as the same is in effect as of the Effective Date of this Agreement;
  - iii. Appendix A – W-1 Standard Water Specifications of the General Improvements Handbook of CITY, as the same is in effect as of the Effective Date of this Agreement;
  - iv. Erosion and Sediment Control Guidelines and Specifications pursuant to Chapter 38, Article VI of the Code, including, but not limited to, the Erosion & Sediment Control Manual, as adopted and incorporated by reference in Code Section 38-160;
  - v. Post Construction Stormwater Guidelines and Specifications pursuant to Chapter 38, Article VII of the Code, including, but not limited to, the Post-Construction Stormwater Manual, as adopted and incorporated by reference in Code Section 38-190;
  - vi. Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way of the United States Access Board, as the same is in effect as of the Effective Date of this Agreement unless application of the current version is required by law;
  - vii. Public Rights-of-Way Accessibility Guidelines (PROWAG) of the United States Access Board, as the same is in effect as of the Effective Date of this Agreement unless application of the current version is required by law;
  - viii. Manual on Uniform Traffic Control Devices (MUTCD) of the Federal Highway Administration, as the same is in effect as of the Effective Date of this Agreement unless application of the current version is required by law;
  - ix. Minimum Design Standards for Public Water Supply of the Kansas Department of Health and Environment (“KDHE”), as the same is in effect as of the Effective Date of this Agreement unless application of the current version is required by law;
  - x. Minimum Standards of Design for Water Pollution of the KDHE, as the same is in effect as of the Effective Date of this Agreement unless application of the current version is required by law; and
  - xi. Any standard engineering practices.
- b. **RESPONSIBILITY FOR THE ADEQUACY OF DESIGN.** DEVELOPER shall be responsible for, and shall require any design professional retained thereby to be responsible for, the adequacy and accuracy of any such plans, drawings, and documents. Any review of such plans, drawings, or documents performed by CITY, including any of its employees, consultants, or agents, is not intended to be and shall not be construed as CITY undertaking or otherwise assuming any duty of DEVELOPER or its design professional to provide adequate and accurate plans, drawings, and documents pursuant to this subparagraph or to ensure that any such plans, drawings, and documents conform with all applicable ordinances, laws, and regulations and any design criteria pursuant to Subparagraph (a) of this paragraph, Compliance with Ordinances, Laws, & Regulations, herein. CITY, and any of its employees, consultants, and agents, make no representation, express warranty, or implied

warranty to any person, corporation, company, association, firm, partnership, business trust, estate, joint venture, cooperative, or any legal or commercial entity concerning the adequacy or accuracy of any such plans, drawings, or documents or any other work performed by any design professional of DEVELOPER. In the event that CITY, or any of its employees, consultants, or agents, reviews or approves any such plan, drawing, or document that does not conform with Subparagraphs (a) or (b), Compliance with Ordinances, Laws, & Regulations and Responsibility for the Adequacy of Design, respectively, herein, any such review or approval shall not constitute a waiver by CITY of any requirement under such subparagraphs, unless expressly waived in writing by CITY. Nothing in this Agreement shall limit any immunity or rights of CITY under the Kansas Torts Claims Act. The provisions of this paragraph shall survive any termination or expiration of this Agreement.

7. **INSPECTION OF DOCUMENTS.** Upon request by CITY, DEVELOPER shall allow CITY and any of its employees, contractors, and agents to inspect, upon request, all architectural, engineering, demolition, construction, and other contracts and documents pertaining to the construction of the Public Improvements, Private Improvements, and Housing Facilities as CITY determines is reasonable and necessary to verify the compliance of DEVELOPER with the terms of this Agreement.

8. **INFRASTRUCTURE PLANS.** DEVELOPER has submitted to CITY for review a certain set of infrastructure plans, prepared by a licensed professional engineer, specifying the plans and specifications for the Public Improvements and Private Improvements and, upon stamping or signed approval by CITY, the final version of such plans shall be binding upon DEVELOPER (“Infrastructure Plans”). The Infrastructure Plans are hereby incorporated by reference as if fully set forth herein. DEVELOPER shall not engage in any activity in contradiction to the Infrastructure Plans that would constitute any change to any Public Improvement or Private Improvement as shown on the Infrastructure Plans unless: (a) DEVELOPER has provided written notification of such change to CITY at least thirty (30) days prior to engaging in any such activity; and (b) CITY has consented to such change by stamping or approving by signature an amendment to the affected portion of the Infrastructure Plans.

9. **ELECTRICAL PLANS.** CITY has approved a certain set of electrical plans, prepared by the Electric Division of the Public Works & Utilities Department of CITY, specifying the plans and specifications for the Public Improvements relating to the provision of electrical service to the Property by the municipal electric distribution system of CITY, which are attached hereto as **Exhibit 2** (“Electrical Plans”). The Electrical Plans are hereby incorporated by reference as if fully set forth herein. DEVELOPER shall not engage in any activity in that would interfere, obstruct, or change any Public Improvement as shown on the Electrical Plans.

10. **EROSION CONTROL.** The Parties agree that any erosion control in support of the Property shall be conducted as set forth in this paragraph.

- a. **OBTAINING PLAN & PERMIT.** Prior to the commencement of construction of any Public Improvements or Private Improvements, DEVELOPER shall: (a) obtain approval from the Kansas Department of Health and Environment (“KDHE”) for Stormwater Pollution Prevention Plan (“SWP2 Plan”); and (b) obtain an authorization to discharge stormwater runoff from KDHE pursuant to an approved Notice of Intent for Authorization to Discharge Stormwater Runoff from Construction Activities under the Kansas Water Pollution Control and National Pollutant Discharge Elimination System Stormwater Runoff from Construction Activities General Permit (“Authorization to Discharge”). In addition thereto, DEVELOPER shall ensure that the waterline work for the Property is included within the scope of the “larger common plan of development” for the Authorization to Discharge.

- b. **MAINTAINING PLAN & PERMIT.** DEVELOPER shall ensure that the SWP2 Plan and the Authorization to Discharge that are issued to DEVELOPER pursuant to Subparagraph (a) of this paragraph remain active and valid prior to and during construction of the Public Improvements and Private Improvements. DEVELOPER shall amend the SWP2 Plan as necessary to comply with any requirements of KDHE prior to and during construction of any Public Improvements or Private Improvements.
- c. **IMPLEMENTING PLAN & PERMIT.** Prior to and during construction of the Public Improvements and Private Improvements, DEVELOPER shall comply with any and all provisions, conditions, requirements, limits, and certifications related to the Kansas Water Pollution Control and National Pollutant Discharge Elimination System Stormwater Runoff from Construction Activities General Permit, the SWP2 Plan, the Authorization to Discharge, and any other requirements of the KDHE, including, but not limited to, implementing and maintaining any Best Management Practices (“BMP’s”) on or along any areas of the Property, except as may be made the responsibility of CITY pursuant to Subparagraph vii of Paragraph 14, Public Improvements, herein. DEVELOPER shall be responsible for any repairs to the erosion control measures, pursuant to the SWP2 Plan, that are put in place by DEVELOPER and that are necessary for the installation of any Public Improvements or Private Improvements.

11. **ACQUISITION OF PROPERTY INTERESTS AND PERMITS.** DEVELOPER shall be responsible for acquiring property interests and permits for the location or construction of the Public Improvements and Private Improvements as set forth in this paragraph.

- a. **ACQUISITION OF EASEMENTS.** DEVELOPER shall be responsible for acquiring, at its sole cost and expense, any right-of-way, easement, or other property interest that is required by CITY for the location or construction of any Public Improvement or Private Improvement. The costs of any such acquisition shall be subject to reimbursement as Project Costs. CITY shall provide reasonable cooperation and assistance to DEVELOPER in order to support DEVELOPER in acquiring any such property interests.
- b. **PERMITS.** DEVELOPER shall be responsible for acquiring, at its sole cost and expense, any permit that is required by CITY for the construction of any Public Improvement or Private Improvement. The costs of any such permit shall be subject to reimbursement as Project Costs. CITY shall provide reasonable cooperation and assistance to DEVELOPER in order to support DEVELOPER in acquiring any such permit and CITY shall not unreasonably withhold the granting of any such permit.

12. **INSURANCE.** The Parties acknowledge and agree that DEVELOPER shall, at its own cost, secure, file, and maintain insurance coverage in relation to Public Improvements and Private Improvements as set forth in this Paragraph.

- a. **COVERAGE REQUIREMENTS.** The insurance coverage required of DEVELOPER shall be as follows and shall herein be collectively referred to as “Insurance Coverage”:
  - i. **BUILDER’S RISK INSURANCE.** DEVELOPER shall secure and file with the City Clerk, or any designee thereof a certificate of insurance providing for builder’s risk insurance coverage. Any such insurance shall be in builder’s risk completed value form, including coverage available on the so-called “all-risk” non-reporting form of policy, for an amount equal to one hundred percent (100%) of the insurable replacement value of the Public Improvements and Private Improvements as of the date of completion. Any such insurance shall contain an agreement for the

insurer to give not less than thirty (30) days advance written notice to CITY in the event of cancellation of such policy or change affecting the coverage thereunder. Any such insurance shall be written by a company that is licensed to provide insurance in the State of Kansas, is in good standing with the Kansas Insurance Department, is rated with a Financial Strength Rating of not less than A- according to the most current version of “Best’s Insurance Reports” published by A.M. Best Company, Inc., and is otherwise acceptable to the City. Any such insurance shall name the City as an additional insured.

- ii. **COMPREHENSIVE GENERAL LIABILITY INSURANCE.** DEVELOPER shall secure and file with the City Clerk, or any designee thereof a certificate of insurance providing for comprehensive general liability insurance coverage, together with an owner’s contractor’s policy, including contractual liability insurance, bodily injury, and property damage insurance coverage, in an amount not less \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate. Any such insurance shall cover all operations of DEVELOPER and any of its contractors and subcontractors performing the work in relation to the Public Improvements and Private Improvements, including, but not limited to, any completed operations. The coverage limits of any such insurance may be met by securing and filing an umbrella/excess liability insurance policy. Any such insurance shall be written by a company that is licensed to provide insurance in the State of Kansas, is in good standing with the Kansas Insurance Department, is rated with a Financial Strength Rating of not less than A- according to the most current version of “Best’s Insurance Reports” published by A.M. Best Company, Inc., and is otherwise acceptable to the City. Any such insurance shall name the City as an additional insured.
- iii. **WORKERS COMPENSATION INSURANCE.** DEVELOPER shall secure and file with the City Clerk, or any designee thereof a certificate of insurance providing for workers compensation coverage for each and every employee of DEVELOPER and any of its contractors who perform work in relation to the Public Improvements and Private Improvements. The policy for any such insurance coverage shall be in accordance with the laws of the State of Kansas.
- b. **DURATION OF COVERAGE.** DEVELOPER shall maintain the Insurance Coverage in full force and effect for the duration of the construction of the Public Improvements and Private Improvements. DEVELOPER shall ensure that the Insurance Coverage continues to comply with all provisions of this paragraph for the duration of the construction of the Public Improvements and Private Improvements.
- c. **CONTROLLING TERMS AND CONDITIONS.** The Insurance Coverage shall be subject to the approval of CITY, in its sole discretion, and CITY may require any additional terms and conditions that it deems necessary to protect its interests and may require the removal of any terms or conditions that it deems against its interests.
- d. **PERIODIC PROOF OF PREMIUM PAYMENTS.** At the request of CITY, DEVELOPER shall furnish CITY with proof of payment of any premiums for the Insurance Coverage.
- e. **CONTRACTOR PURCHASED INSURANCE.** DEVELOPER may satisfy the Insurance Coverage by filing a certificate of insurance that has been secured by one of its contractors, but only upon the condition that any such insurance complies with each and every applicable provision of this paragraph. Notwithstanding the foregoing, the Insurance Coverage secured by a contractor of DEVELOPER pursuant to this subparagraph shall only be required to be maintained for the duration of such

contractor's work on the Public Improvements or Private Improvements, as the case may be, and, in the event that such contractor's work is completed prior to completion of such work, DEVELOPER shall secure and file Insurance Coverage that is effective as of the date that the contractor's insurance is terminated.

- f. **REIMBURSEMENT AS PROJECT COSTS.** The costs of any the Insurance Coverage shall be subject to reimbursement as Project Costs, except for any amounts paid by a contractor as set forth in Subparagraph (e) of this paragraph.

13. **SUBDIVISION REGULATIONS NOT AFFECTED.** The provisions of the Subdivision Regulations shall remain in effect and shall apply to the Property, notwithstanding this Agreement, unless any such provision is expressly amended, changed, deleted, added to, or supplemented by this Agreement. DEVELOPER shall comply with the Subdivision Regulations, subject to any such amendment, change, deletion, addition, or supplementation. Nothing in this Agreement shall be construed to in any way limit, bar, or waive any right, authority, or ability of CITY to enforce any provision of the Subdivision Regulations that is not expressly amended, changed, deleted, added to, or supplemented in this Agreement.

14. **PUBLIC IMPROVEMENTS.** This paragraph shall govern the public infrastructure improvements that are intended to support the Housing Facilities and that are subject to being owned, operated, and maintained by CITY upon its acceptance for purposes of title and maintenance pursuant to Paragraph 21, Acceptance of Construction, herein. Any such public infrastructure improvements shall be collectively referred to herein as "Public Improvements" or "Public Improvement". Nothing in this paragraph shall be construed to limit, waive, or the application of any other provision of this Agreement unless such limitation is expressly stated in this paragraph. Failure of DEVELOPER to comply any provision of this paragraph shall constitute a breach of this Agreement and, in addition to any other remedies, shall authorize CITY to issue a stop work order for any work in violation thereof and to cease the use or operation of any infrastructure in violation.

- a. **SPECIFIC PUBLIC IMPROVEMENTS.** Each of the following infrastructure improvements shall constitute Public Improvements:

i. **SANITARY SEWER.**

A. **INFRASTRUCTURE.** DEVELOPER shall install all eight-inch (8") sewer mains required by the Infrastructure Plans, together with any appurtenance or ancillary component related thereto. In addition thereto, DEVELOPER shall install all service lines required by the Infrastructure Plans, which run from the sewer main to the boundary line of each lot or parcel of land within the Property that is to be connected to the municipal sanitary sewer collection system of CITY. Any such infrastructure shall be installed at the locations designated in the Infrastructure Plans.

B. **ADDITIONAL REQUIREMENTS OR SPECIFICATIONS.** Any such infrastructure shall comply with any additional requirements or specifications of the City Engineer, the Director of Public Works & Utilities of CITY, and the KDHE. Any such infrastructure shall comply with Appendix A – SS-1 Standard Wastewater Specifications of the General Improvements Handbook of CITY, as the same is in effect as of the Effective Date of this Agreement. DEVELOPER shall conduct mandrel testing on the sewer mains as required by CITY. Upon the completion of such testing, CITY will conduct a CCTV sewer inspection of the sewer mains to ensure proper installation. DEVELOPER shall remove any debris and make any necessary repairs to sewer mains that are identified by CITY following the conclusion of the CCTV sewer inspection.

- C. **PAYMENT REQUIRED.** DEVELOPER shall pay the tap fees for sanitary sewer at the time that building permits are issued for construction of the Housing Facilities.
- ii. **WATER.**
- A. **INFRASTRUCTURE.** DEVELOPER shall install eight-inch (8") water mains, including any looping, required by the Infrastructure Plans, together with any appurtenance or ancillary component related thereto. Any such infrastructure shall be installed at the locations designated in the Infrastructure Plans.
- B. **ADDITIONAL REQUIREMENTS OR SPECIFICATIONS.** Any such infrastructure shall meet any additional requirements or specifications of the City Engineer, the Director of Public Works & Utilities of CITY, and the KDHE. If necessary, CITY shall be responsible for any cost differential in regards to the water mains. Any such infrastructure shall comply with Appendix A – W-1 Standard Water Specifications of the General Improvements Handbook of CITY, as the same is in effect as of the Effective Date of this Agreement.
- C. **PAYMENT REQUIRED.** DEVELOPER shall pay the tap fees for water at the time that building permits are issued for construction of the Housing Facilities.
- iii. **ELECTRIC.**
- A. **INFRASTRUCTURE.** CITY shall install any infrastructure and equipment, together with any appurtenance or ancillary component related thereto, that is required to expand the municipal electric distribution system of CITY to the Property pursuant to the Electrical Plans. CITY shall have no obligation to install such infrastructure until such time that DEVELOPER submits a certification that the Property is within six-inches (6") of the final grade. DEVELOPER shall furnish and install any underground conduit for any service line that is required by the Electrical Plans, but only for those portions running from the power source of CITY to any structures within the District. The size of any such conduit shall be determined in the sole discretion of the Director of Public Works & Utilities of CITY, or any designee thereof. CITY shall provide all wire for any service line that is required by the Electrical Plans and, further, shall install any such service lines from the power source of CITY to any structures within the Property. In the event that DEVELOPER desires temporary power for construction activities, DEVELOPER shall be responsible for setting all temporary pedestals and to provide any wiring necessary to connect to the power source of CITY and, as such CITY shall have no obligation to provide any of the same. Any such infrastructure shall be installed at the locations designated in the Electrical Plans.
- B. **ADDITIONAL REQUIREMENTS OR SPECIFICATIONS.** DEVELOPER shall be responsible for the mounting of any meter sockets to any structures within the Property. CITY shall provide the necessary meter sockets to DEVELOPER after the electrical permit has been issued by the Neighborhood & Development Services department of CITY.
- C. **PAYMENT REQUIRED.** The estimated cost of such infrastructure shall be \$253,162.10. DEVELOPER shall pay this amount, in total, at the time that the first building permit is issued for construction of the Housing Facilities. In the

event that the actual cost of such infrastructure exceeds the amount paid by DEVELOPER as an advance payment of estimated cost, DEVELOPER shall pay CITY for the difference in such cost. In the event that the actual cost of such infrastructure is less than the amount paid by DEVELOPER as an advance payment of estimated cost, CITY shall refund DEVELOPER for the difference in such cost.

iv. **STREET LIGHTS.**

- A. **INFRASTRUCTURE.** CITY shall install one (1) street lights, together with any appurtenance or ancillary component related thereto. Any such infrastructure shall be installed at the locations designated in the Infrastructure Plans, in the Electrical Plans, or by the Director of Public Works & Utilities of CITY, or any designee thereof.
- B. **ADDITIONAL REQUIREMENTS OR SPECIFICATIONS.** From the time of installation of the street lights to the time that the Public Improvements are accepted for purposes of title and maintenance pursuant to Paragraph 21, Acceptance of Construction, herein, DEVELOPER shall pay to CITY the cost to replace any street light that is in need of replacement due to any damage or theft. From and after the time that the Public Improvements are accepted for purposes of title and maintenance pursuant to Paragraph 21, Acceptance of Construction, herein, CITY shall be responsible for the replacement of any street lights that are in need of replacement due to any damage or theft.
- C. **PAYMENT REQUIRED.** The estimated cost of such infrastructure shall be \$2,455.72. DEVELOPER shall pay this amount, in total, at the time that a permit is issued for construction.

v. **SIDEWALKS.**

- A. **INFRASTRUCTURE.** DEVELOPER shall construct, as required by CITY, any and all of the following pedestrian infrastructure that is required by the Subdivision Regulations or otherwise required by the City Engineer: (a) sidewalk ramps and landings; (b) sidewalks not located along platted streets; (c) sidewalks located along platted streets; and (d) sidewalks located along all platted tracts.
- B. **ADDITIONAL REQUIREMENTS OR SPECIFICATIONS.** Any such infrastructure shall comply with Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way of the United States Access Board, as the same is in effect as of the Effective Date of this Agreement unless application of the current version is required by law. DEVELOPER shall construct any such sidewalks, ramp, and landings prior to the time that the Public Improvements are accepted for purposes of title and maintenance pursuant to Paragraph 21, Acceptance of Construction, herein. Notwithstanding the foregoing, DEVELOPER shall have the option to construct the sidewalks located along platted streets as a condition of any building permit issued for construction of the Housing Facilities.
- C. **PAYMENT REQUIRED.** [THIS SUBPARAGRAPH HAS BEEN INTENTIONALLY LEFT BLANK]

vi. **STREET SIGNS.**

- A. **INFRASTRUCTURE.** CITY shall order and install street name signs for the public streets within the Property.
- B. **ADDITIONAL REQUIREMENTS OR SPECIFICATIONS.** From the time of installation of the street signs to the time that the one-year maintenance period of the maintenance bond has expired, DEVELOPER shall pay to CITY the cost to replace any street sign that is in need of replacement due to any damage or theft. From and after the time that the one-year maintenance period of the maintenance bond has expired, CITY shall be responsible for the replacement of any street signs that are in need of replacement due to any damage or theft.
- C. **PAYMENT REQUIRED.** The estimated cost of such infrastructure shall be \$1,400.00, which is calculated at \$280.00 per installation. DEVELOPER shall this amount, in total, at the time that a permit is issued for construction.

vii. **STORM WATER DRAINAGE & EROSION CONTROL.**

- A. **INFRASTRUCTURE.** DEVELOPER shall construct, reconstruct, and install any stormwater drainage and erosion control infrastructure and improvements required by: (1) Paragraph 10, Erosion Control, herein; (2) the Erosion and Sediment Control Guidelines and Specifications pursuant to Chapter 38, Article VI of the Code, including, but not limited to, the Erosion & Sediment Control Manual, as adopted and incorporated by reference in Code Section 38-160; and (3) the Post Construction Stormwater Guidelines and Specifications pursuant to Chapter 38, Article VII of the Code, including, but not limited to, the Post-Construction Stormwater Manual, as adopted and incorporated by reference in Code Section 38-190. Any such infrastructure improvements shall be considered as Public Improvements only to the extent that CITY expressly agrees to maintain such infrastructure improvements.
- B. **ADDITIONAL REQUIREMENTS OR SPECIFICATIONS.** Any such infrastructure shall comply with: (1) any and all provisions, conditions, requirements, limits, and certifications related to the Kansas Water Pollution Control and National Pollutant Discharge Elimination System Stormwater Runoff from Construction Activities General Permit; (2) the SWP2 Plan; (3) the Authorization to Discharge; (3) any other requirements of the KDHE, including, but not limited to, implementing and maintaining any BMP's on or along any areas of the Property; (4) the Erosion and Sediment Control Guidelines and Specifications pursuant to Chapter 38, Article VI of the Code, including, but not limited to, the Erosion & Sediment Control Manual, as adopted and incorporated by reference in Code Section 38-160, as the same is in effect as of the Effective Date of this Agreement; and (5) the Post Construction Stormwater Guidelines and Specifications pursuant to Chapter 38, Article VII of the Code, including, but not limited to, the Post-Construction Stormwater Manual, as adopted and incorporated by reference in Code Section 38-190, as the same is in effect as of the Effective Date of this Agreement.
- C. **PAYMENT REQUIRED.** [THIS SUBPARAGRAPH HAS BEEN INTENTIONALLY LEFT BLANK]

viii. **PARKS, OPEN SPACE, AND RECREATION AREAS.**

- A. **INFRASTRUCTURE.** [THIS SUBPARAGRAPH HAS BEEN INTENTIONALLY LEFT BLANK]
- B. **ADDITIONAL REQUIREMENTS OR SPECIFICATIONS.** [THIS SUBPARAGRAPH HAS BEEN INTENTIONALLY LEFT BLANK]
- C. **PAYMENT REQUIRED.** [THIS SUBPARAGRAPH HAS BEEN INTENTIONALLY LEFT BLANK]
- b. **CATCH-ALL.** DEVELOPER shall construct, reconstruct, or install any additional or different infrastructure improvements, together with any equipment, appurtenance, or ancillary component, that is not otherwise specified in this paragraph, that will be subject to being owned, operated, and maintained by CITY upon its acceptance for purposes of title and maintenance pursuant to Paragraph 21, Acceptance of Construction, herein, and that is: (1) intended to be used for the use and enjoyment of the general public; (2) required by CITY pursuant to the Subdivision Regulations; (3) required by CITY to accomplish the purpose of the Infrastructure Plans; or (4) required by CITY to provide for the extension or operation of any CITY operated utility or utilities to or within the Property, including, but not limited to, electric, water, sanitary sewer, and storm sewer.
- c. **USE OF CONTRACTORS.** DEVELOPER may hire one or more licensed contractors to undertake the construction, reconstruction, or installation of any Public Improvement that DEVELOPER is required to construct, reconstruct, or install pursuant to this paragraph and, in such event, DEVELOPER shall ensure that any such contractor complies with the provisions of this Agreement.
- d. **COSTS.** The costs associated with the construction of the Public Improvements, including, but not limited to, any costs or fees expressly set forth by this paragraph, shall be the sole cost and expense of DEVELOPER unless otherwise stated in this paragraph. Any such costs shall be subject to reimbursement as Project Costs.
- e. **CONSTRUCTION COMPLIANCE.** The Public Improvements shall comply with and shall be constructed in compliance with: (i) the Infrastructure Plans; (ii) the General Improvements Handbook of CITY, including all appendices, as the same is in effect as of the Effective Date of this Agreement; (iii) any applicable provisions of any ordinance, law, regulation, rule, or policy of any local, state, or federal government, or agency thereof, as the same is in effect as of the Effective Date of this Agreement, including, but not limited to, the Code, unless application of the current version is required by law; and (iv) any additional requirements or specifications respectively set forth in this paragraph for any particular Public Improvement. Any Public Infrastructure constructed, reconstructed, or installed by DEVELOPER or one of its contractors shall be constructed, reconstructed, or installed in a good and workmanlike manner.

15. **PRIVATE IMPROVEMENTS.** This paragraph shall govern the private infrastructure improvements that are intended to support the Housing Facilities, are not subject to being owned, operated, and maintained by CITY upon its acceptance for purposes of title and maintenance pursuant to Paragraph 21, Acceptance of Construction, herein, and are not designated as Public Improvements pursuant to Paragraph 14, Public Improvements, herein. Any such private infrastructure improvements shall be collectively referred to herein as “Private Improvements” or “Private Improvement”. Nothing in this paragraph shall be construed to limit, waive, or the application of any other provision of this

Agreement unless such limitation is expressly stated in this paragraph. Failure of DEVELOPER to comply any provision of this paragraph shall constitute a breach of this Agreement and, in addition to any other remedies, shall authorize CITY to issue a stop work order for any work in violation thereof and to cease the use or operation of any infrastructure in violation.

- a. **SPECIFIC PRIVATE IMPROVEMENTS.** Each of the following infrastructure improvements shall constitute Private Improvements:
  - i. **PARKS.** DEVELOPER shall have the option to install one or more parks within the Property.
  - ii. **GREEN SPACES.** DEVELOPER shall have the option to install one or more green spaces within the Property.
- b. **USE OF CONTRACTORS.** DEVELOPER may hire one or more licensed contractors to undertake the construction, reconstruction, or installation of any Private Improvement that DEVELOPER is required to construct, reconstruct, or install pursuant to this paragraph and, in such event, DEVELOPER shall ensure that any such contractor complies with the provisions of this Agreement.
- c. **COSTS.** The costs associated with the construction of the Private Improvements, including, but not limited to, any costs or fees expressly set forth by this paragraph, shall be the sole cost and expense of DEVELOPER unless otherwise stated in this paragraph. Any such costs shall be subject to reimbursement as Project Costs.
- d. **CONSTRUCTION COMPLIANCE.** The Private Improvements shall comply with and shall be constructed in compliance with: (i) the Infrastructure Plans; (ii) the General Improvements Handbook of CITY, including all appendices, as the same is in effect as of the Effective Date of this Agreement; (iii) any applicable provisions of any ordinance, law, regulation, rule, or policy of any local, state, or federal government, or agency thereof, as the same is in effect as of the Effective Date of this Agreement, including, but not limited to, the Code, unless application of the current version is required by law; and (iv) any additional requirements or specifications respectively set forth in this paragraph for any particular Private Improvement. Any Private Infrastructure constructed, reconstructed, or installed by DEVELOPER or one of its contractors shall be constructed, reconstructed, or installed in a good and workmanlike manner.

16. **HOUSING FACILITIES.** DEVELOPER intends to further develop the Property at some time in the future into a residential housing development with housing facilities pursuant to the Conceptual Site Plan, which shall be collectively referred to herein as “Housing Facilities” or individually as “Housing Facility”.

17. **COMMENCEMENT OF CONSTRUCTION.** DEVELOPER shall not commence construction of any Public Improvement or Private Improvement until: (a) the issuance of a building permit to DEVELOPER for the construction of each Public Improvement or Private Improvement to be commenced; (b) DEVELOPER complies with the provisions of Subparagraph (a) of Paragraph 10, Erosion Control, herein; and (c) the happening of each and every condition set forth in Section 70-2:7.140.B of the Subdivision Regulations, except as follows:

- a. **EXCEPTION.** Notwithstanding the requirement for DEVELOPER to meet each and every condition set forth in Section 70-2:7.140.B of the Subdivision Regulations prior to commencing construction of any Public Improvement or Private Improvement, DEVELOPER shall be authorized to commence land grading at any time, but only upon

the condition that DEVELOPER has been granted any necessary permits and attends any pre-construction meeting that may be required by the CITY in relation to land grading. This exception is granted pursuant to the authority set forth in Section 70-2:7.140.C of the Subdivision Regulations.

18. **CONSTRUCTION SCHEDULE.** The Parties agree that the commencement and completion of construction of the Public Improvements, Private Improvements, and Housing Facilities shall be governed by this Paragraph.

- a. **COMMENCEMENT OF LAND GRADING.** DEVELOPER shall commence the land grading required for the Public Improvements, Private Improvements, and Housing Facilities not more than one (1) year after the Effective Date. The failure of DEVELOPER to commence land grading within the timeframe specified in this subparagraph, without an approved extension, shall constitute a breach of this Agreement.
  - i. **ADMINISTRATIVE EXTENSION.** DEVELOPER may make a request for an administrative extension of the timeframe specified in Subparagraph (a) of this paragraph, Construction Schedule – Commencement of Land Grading, herein. Any request for such administrative extension shall be submitted in writing to the Neighborhood & Development Services department of CITY. The request for any such administrative extension shall be subject to the concurrent approval of the Director of Neighborhood & Development Services and the Director of Public Works & Utilities of the CITY, subject to the following limitations: (i) no such administrative extension shall be granted if any administrative extension has been previously granted pursuant to this subparagraph; and (ii) no such administrative extension shall grant an extension for a period of more than six (6) months from the date of the original timeframe specified in Subparagraph (a) of this paragraph, Construction Schedule – Commencement of Land Grading, herein. The failure of DEVELOPER to substantially complete all land grading within the timeframe of any approved extension, without further approved extension, shall constitute a breach of this Agreement.
- b. **SUBSTANTIAL COMPLETION OF INFRASTRUCTURE IMPROVEMENTS.** DEVELOPER shall substantially complete all Public Improvements and Private Improvements not more than one (1) year after the commencement of land grading pursuant to Subparagraph (a) of this paragraph, Construction Schedule – Commencement of Land Grading, herein, subject to the availability of equipment and materials. The failure of DEVELOPER to substantially complete all Public Improvements and Private Improvements within the timeframe specified in this subparagraph shall constitute a breach of this Agreement.
  - i. **ADMINISTRATIVE EXTENSION.** DEVELOPER may make a request for an administrative extension of either timeframe specified in Subparagraph (b) of this paragraph, Construction Schedule – Substantial Completion of Infrastructure Improvements, herein. Any request for such administrative extension shall be submitted in writing to the Neighborhood & Development Services department of CITY. The request for any such administrative extension shall be subject to the concurrent approval of the Director of Neighborhood & Development Services and the Director of Public Works & Utilities of CITY, subject to the following limitations: (i) no such administrative extension shall be granted if any administrative extension has been previously granted pursuant to this subparagraph; and (ii) no such administrative extension shall grant an extension for a period of more than six (6) months from the date of the original timeframe specified in Subparagraph (b) of

this paragraph, Construction Schedule – Substantial Completion of Infrastructure Improvements, herein. The failure of DEVELOPER to substantially complete all Public Improvements and all Private Improvements, as the case may be, within the timeframe of any approved extension, without further approved extension, shall constitute a breach of this Agreement.

- c. **FURTHER EXTENSIONS.** Any further extensions of any timeframes specified in Subparagraphs (a) or (b) of this paragraph, Construction Schedule – Commencement of Land Grading or Construction Schedule – Substantial Completion of Infrastructure Improvements, respectively, herein, beyond any administrative extension set forth therein, shall be made to and subject to the approval of the Governing Body. The failure of DEVELOPER to comply with any such extension approved by the Governing Body shall constitute a breach of this Agreement, regardless of whether the terms of any such extension state that noncompliance constitutes a breach.
- d. **DILIGENT CONSTRUCTION.** DEVELOPER shall promptly, diligently, and continuously pursue construction of the Public Improvements, Private Improvements, and Housing Facilities to full completion, subject to the availability and delivery of equipment and materials. The failure of DEVELOPER to so promptly, diligently, or continuously pursue shall constitute a breach of this Agreement.

19. **CERTIFICATION OF SUBSTANTIAL COMPLETION.** Promptly after Substantial Completion of the Public Improvements, in accordance with the provisions of this Agreement, DEVELOPER will furnish CITY the Developer's Certification of Substantial Completion form for CITY's review, which is attached hereto as **Exhibit 3** and is hereby incorporated by reference as if fully set forth herein ("Developer's Certification of Substantial Completion"). CITY shall, within thirty (30) days following delivery of the Developer's Certification of Substantial Completion, carry out such inspections as it deems necessary to verify reasonable satisfaction with, and the accuracy of, the certifications contained in each Developer's Certification of Substantial Completion. The Developer's Certification of Substantial Completion shall be deemed accepted by CITY unless, prior to the end of such thirty (30) day period after delivery to CITY of the Developer's Certification of Substantial Completion, CITY furnishes DEVELOPER with specific written objections to the status of the Public Improvements, describing such objections and the measures required to correct such objections in reasonable detail. CITY's acceptance of the Developer's Certification of Substantial Completion shall in no way be construed as CITY's acceptance for purposes of title and maintenance pursuant to Paragraph 21, Acceptance of Construction, herein.

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

21. **ACCEPTANCE OF CONSTRUCTION.** Director of Public Works & Utilities of CITY shall accept all Public Improvements for purposes of title and maintenance after the occurrence of each of the following events: (a) all Public Improvements have been constructed to full completion and in compliance with any specifications or requirements pursuant to Paragraph 14, Public Improvements, herein, as determined in the sole discretion of the Director of Public Works & Utilities of CITY; (b) the Public Improvements have passed all inspections and testing required by CITY pursuant to Paragraph 20, Inspections and Testing, herein; (c) DEVELOPER has provided and CITY has accepted a maintenance bond pursuant to Paragraph 24, Maintenance Bond, herein. No such acceptance shall be effective unless memorialized in a writing signed by the Director of Public Works & Utilities of CITY;

and (d) all lots have been graded in accordance with the Infrastructure Plans. DEVELOPER acknowledges and agrees that, after such acceptance, all right, title, and interest in and to the Public Improvements shall remain that of CITY and that DEVELOPER shall have no right, title, or interest therein.

22. **CERTIFICATE OF OCCUPANCY.** CITY shall have no obligation to issue a certificate of occupancy for any Housing Facility or any other building or other structure within the Property until all Public Improvements have been accepted pursuant to Paragraph 21, Acceptance of Construction, herein.

23. **PERFORMANCE BOND.** DEVELOPER shall, at its own cost, guarantee the completion of the Public Improvements, according to any specifications and requirements pursuant to Paragraph 14, Public Improvements, herein, by providing a corporate surety performance bond that: (a) names the City of Garden City, Kansas as the sole obligee; (b) names DEVELOPER as the principal; (c) does not name any contractor or subcontractor as the principal; (d) is issued by a firm, which is authorized to do business in Kansas and is listed as a certified company on the annual Circular 570 of the United States Department of Treasury; (e) covers the period of time until all Public Improvements have been constructed to full completion and have been constructed in accordance with any and all specifications and requirements pursuant to Paragraph 14, Public Improvements, herein; and (f) has a face value in an amount determined by and approved by the City Engineer in accordance with Subsection B of Section 70-2:7.150 of the Subdivision Regulations. In addition thereto, any such bond shall be subject to or otherwise comply with Subsection C of Section 70-2:7.150, Controlling Terms and Conditions, of the Subdivision Regulations. Notwithstanding the foregoing, DEVELOPER may elect to provide a bond alternative pursuant to Section 70-2:7.170 of the Subdivision Regulations, but only upon the condition that any such bond alternative complies with each provision included or referenced by this paragraph and with any applicable provision of the Subdivision Regulations.

24. **MAINTENANCE BOND.** DEVELOPER shall, at its own cost, guarantee the quality of the Public Improvements by providing a corporate surety maintenance bond that: (a) names the City of Garden City, Kansas as the sole obligee; (b) names DEVELOPER as the principal; (c) does not name any contractor or subcontractor as the principal; (d) is issued by a firm, which is authorized to do business in Kansas and is listed as a certified company on the annual Circular 570 of the United States Department of Treasury; (e) provides for the repair, replacement, or both the repair and replacement of all defects in the Public Improvements due to faulty materials and workmanship that appear within a maintenance period of at least one year from the date that all Public Improvements have been accepted for purposes of title and maintenance pursuant to Paragraph 21, Acceptance of Construction, herein; and (f) has a face value in an amount determined by and approved by the City Engineer in accordance with Subsection B of Section 70-2:7.160 of the Subdivision Regulations. In addition thereto, any such bond shall be subject to or otherwise comply with Subsections C and E of Section 70-2:7.160, Controlling Terms and Conditions and Dual Bond; Duty to Update Bond, respectively, of the Subdivision Regulations. Notwithstanding the foregoing, DEVELOPER may elect to provide a bond alternative pursuant to Section 70-2:7.170 of the Subdivision Regulations, but only upon the condition that any such bond alternative complies with each provision included or referenced by this paragraph and with any applicable provision of the Subdivision Regulations.

25. **PROJECT COSTS.** The Parties agree and acknowledge that the costs, which are subject to reimbursement pursuant to the Act as further set forth in this paragraph, shall be those costs that: (a) are incurred by the DEVELOPER; (b) are related to the Public Improvements or Private Improvements; (c) constitute eligible expenses pursuant to subsection (a) of K.S.A. 12-5249 of the Act; and (d) are not used for the construction of buildings or other structures to be owned by or to be leased to any developer of a residential housing project within the Property, except for buildings or other structures located in a central business district as approved by the Secretary of Commerce, as prohibited by subsection (b) of K.S.A. 12-5249 of the Act. Any such costs shall be collectively referred to herein as

“Project Costs”. In the event that DEVELOPER seeks reimbursement for any Project Costs pursuant to the Act prior to the time in which this Agreement is amended for purposes of establishing the Property as a Reinvestment Housing Incentive District, DEVELOPER may submit any Project Costs for review by and possible reimbursement from CITY out of the Hunters Glen Phase Three A Project Fund or the Hunters Glen Phase Three B Project Fund, which may be established pursuant to the Development Agreement Phase Three A Hunters Glen and Development Agreement Phase Three B Hunters Glen contemporaneously approved by the Governing Body on April 2, 2024 pursuant to the Act. After such time, any reimbursement of Project Costs sought by DEVELOPER pursuant to the Act shall be made pursuant to the reimbursement and cost payment process set forth by any such future amended agreement or, at the election of DEVELOPER, by the respective development agreements for Phase Three A or Phase Three B.

26. **FINANCING OF PUBLIC IMPROVEMENTS.** All costs of the Public Improvements and Private Improvements shall be paid in cash or financed by DEVELOPER, unless otherwise specified in this Agreement.

27. **CREATION OF THE CITY PROJECT FUND.** [THIS SUBPARAGRAPH HAS BEEN INTENTIONALLY LEFT BLANK]

28. **REIMBURSEMENT & COST PAYMENT PROCESS.** [THIS SUBPARAGRAPH HAS BEEN INTENTIONALLY LEFT BLANK]

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

30. **TERM AND TERMINATION.** This Agreement shall continue from the Effective Date and shall not be terminated by either party, except in the case of termination due to default pursuant to Paragraph 31, Default, herein. Notwithstanding any of the foregoing provisions of this paragraph, the Parties may mutually agree to terminate this Agreement by written instrument signed by both Parties. Upon any termination of this Agreement pursuant to this paragraph, neither party shall have any further responsibility under this Agreement. Notwithstanding any of the foregoing provisions of this paragraph, the termination of this Agreement or any part thereof, by any means, shall not in any way terminate any provisions of this Agreement that, by their sense and context, are intended to survive the expiration or termination of this Agreement and any such provisions shall survive any such termination, including, but not limited to, the provisions of Paragraph 33, Indemnification; Delays, herein and each of its subparagraphs, unless any such provision is expressly stated in the written instrument signed by both Parties terminating this Agreement.

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

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

33. **INDEMNIFICATION; DELAYS.** DEVELOPER for itself and on behalf of its owners, shareholders, members, directors, officers, employees, contractors, agents, representatives, trustees, administrators, parents, affiliates, divisions, subsidiaries, related companies, predecessors, successors, and assigns (“Indemnitor”) shall indemnify, hold harmless, and defend CITY and any of its elected officials, employees, officers, directors, agents, contractors, and subcontractors (“Indemnitee”) from and against any and all costs and expenses, including, but not limited to, reasonable attorney fees and court costs, and all other amounts that any Indemnitee is or may become obligated to pay on account of any and all demands, claims, liabilities, or losses of any third party directly arising, alleged to have arisen out of, been related to, or in any way connected with the acts or omissions, including, but not limited to, any negligent or wrongful acts or omissions, of any Indemnitor in relation to this Agreement, including, but not limited to: (a) any breach of this Agreement by INDEMNITOR; (b) any inadequacy, inaccuracy, or other deficiency of any plans submitted by INDEMNITOR, including, but not limited to, its design professional; (c) any nonconformance of any plans submitted by INDEMNITOR, including, but not limited to, its design professional, with any applicable ordinance, law, or regulation or with any design criteria established thereby or by this Agreement; (d) any invalidity of any plans submitted by INDEMNITOR, including, but not limited to, its design professional, under any applicable ordinance, law, or regulation; (e) any delay or nonconformity in satisfying the provisions of Paragraph 10, Erosion Control, herein and each of its subparagraphs, including, but not limited to, delay or nonconformity relating to the SWP2 Plan or the Authorization to Discharge; and (f) any invalidity, unenforceability, illegality, or other deficiency relating to the SWP2 Plan or the Authorization to Discharge. Without limiting any of the foregoing, the provisions of this paragraph shall extend and apply to any delay, invalidity, unenforceability, illegality, or other deficiency that relates to the SWP2 Plan or the Authorization to Discharge and that is directly or indirectly cause by KDHE, any other agency of the State of Kansas, or any employee or agent thereof. The provisions of this paragraph shall apply regardless of whether such demands, claims, liabilities, or losses are for damages to property or for injury, illness, harm, or death of any person. The provisions of this paragraph shall survive any termination or expiration of this Agreement.

34. **FORCE MAJEURE.** Neither CITY nor DEVELOPER, nor any successor in interests, shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; act of terror; war, pandemic, epidemic, or other national or state declared health emergency; restrictive government regulations; lack of issuance of any permits and/or legal authorization by any governmental entity necessary for DEVELOPER to proceed with construction of the work in relation to the Public Improvements or Private Improvements or any portion thereof, shortage of delay in shipment of material or fuel; acts of God; unusually adverse weather or soil conditions; unforeseen site conditions that render the site economically or physically undevelopable (as a result of additional cost or delay), or any other cause or contingency similarly; or other causes beyond the Parties’ reasonable control, including, but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of this Agreement; provided that such event of force majeure shall not be deemed to exist as to any matter initiated or unreasonably sustained by DEVELOPER, and further provided that DEVELOPER notifies CITY in writing within thirty (30) days of the commencement of such claimed event of force majeure.

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

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

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

If to DEVELOPER: Michael Snodgrass, President  
 Oikos Development Corporation  
 1712 Main Street, Suite 206  
 Kansas City, Missouri 64108  
 msnodgrass.odc@gmail.com

36. **GENERAL COVENANTS.**

- a. **CHOICE OF LAW.** This Agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- b. **JURISDICTION AND VENUE.** Any legal action to challenge or enforce the terms of the Agreement must be filed in the District Court of Finney County, Kansas. The District Court of the Kansas Judicial Branch sitting in Finney County, Kansas, shall have exclusive jurisdiction over any dispute arising out of or under this Agreement and the Parties acknowledge and agree that venue is proper in this court, for all purposes.
- c. **ATTORNEY FEES.** In the event that CITY takes any legal action to enforce or interpret the terms and conditions of this Agreement, whether through litigation or otherwise, including appeal, and in the event that CITY is a prevailing party, DEVELOPER shall be responsible for and shall pay all costs and expenses of CITY, including, but not limited to, reasonable attorney fees, court costs, and expert witness fees.
- d. **WAIVER.** The rights and remedies of CITY under this Agreement, as well as those provided by law, shall be cumulative, and none shall be exclusive of any other rights or remedies. A waiver by CITY of any breach or default of DEVELOPER shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default.
- e. **CUMULATIVE REMEDIES.** All rights and remedies provided in this Agreement, as well as those provided by law or equity, are cumulative and not exclusive of any other rights or remedies, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, by ordinance, by resolution, or otherwise.
- f. **MODIFICATIONS.** This Agreement shall not be modified, amended, or changed except by written agreement signed by each Party to this Agreement.

- g. **ASSIGNMENT.** The Parties acknowledge and agree that any assignments shall be governed by this Paragraph.
- i. All or any part of the Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of DEVELOPER named herein or any successors in interest under this Agreement or any part hereof may be assigned at any time before, during or after completion of the Public Improvements and Private Improvements, whereupon the Party disposing of its interest in such property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although prior to Substantial Completion of the Public Improvements and Private Improvements to such Property so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement); provided, however, that the buyer, transferee, or assignee shall be financially solvent as demonstrated to CITY.
- ii. Until Substantial Completion of the Public Improvements and Private Improvements have occurred, the obligations of DEVELOPER under this Agreement may not be assigned in whole or in part without the prior written approval of CITY, which approval shall not be unreasonably withheld, conditioned, or delayed upon a reasonable demonstration by DEVELOPER of the proposed assignee's experience and financial capability to undertake and complete all portions of the work with respect to the Public Improvements and Private Improvements, all in accordance with this Agreement. Notwithstanding the foregoing, DEVELOPER may be permitted to subcontract the construction of any portion of the Public Improvements or Private Improvements without the consent of CITY as long as DEVELOPER remains liable therefore hereunder. Notwithstanding anything herein to the contrary, CITY hereby approves, and no prior consent shall be required in connection with: (a) the right of DEVELOPER to encumber or collaterally assign its interest in the Property or any portion thereof or any interest in the Agreement to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Project Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment; (b) the right of DEVELOPER to assign DEVELOPER's rights, duties and obligations under the Agreement to a Related Party; or (c) the right of DEVELOPER to sell or lease individual portions of the Property in the ordinary course of the development of the Public Improvements, Private Improvements, or Housing Facilities; provided that in each such event DEVELOPER named herein shall remain liable hereunder for the Substantial Completion of the Public Improvements and Private Improvements, and shall be released from such liability hereunder only upon Substantial Completion of the Public Improvements and Private Improvements.
- h. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties, their respective successors and permitted assigns.

- i. **COMPLETE UNDERSTANDING; PRIOR AGREEMENTS.** This Agreement represents the complete understanding between CITY and DEVELOPER as to the subject matter hereof. No inducements, representations, understandings, or agreements, whether oral or written, have been made or relied upon in the making of this Agreement, except those specifically set forth in this Agreement. This Agreement supersedes and terminates all prior written or oral negotiations, representations, warranties, statements, agreements, addendums to any agreements, and modifications to any agreements between CITY and DEVELOPER concerning the subject matter of this Agreement.
- j. **SEVERABILITY.** If one or more parts or provisions of this Agreement are found or held unenforceable, void, illegal, or in any way invalid, any such part or provision shall be deemed to be severable from this Agreement and shall in no way affect the validity of the remaining parts or provisions of this Agreement, including, but not limited to, the provisions of Paragraph 33, Indemnification; Delays, herein.
- j. **SURVIVABILITY.** Notwithstanding any termination or expiration of this Agreement, any provision that, by its sense and context, is intended to survive the termination or expiration of this Agreement shall survive any such termination or expiration, including, but not limited to, the provisions of Paragraph 33, Indemnification; Delays, herein.
- k. **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.

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

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

39. **RECORDATION.** Due to the voluminous nature of this Agreement and as an alternative to recording this Agreement in full, CITY shall file a notice of this Agreement with the Office of the Register of Deeds of Finney County, Kansas within thirty (30) days after its execution and shall make a copy of this Agreement available for inspection during normal business hours at:

**City of Garden City, Kansas  
Neighborhood & Development Services Department  
301 N. 8<sup>th</sup> Street  
Garden City, Kansas 67846**

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

**CITY OF GARDEN CITY, KANSAS**

\_\_\_\_\_  
Date

By \_\_\_\_\_  
MANUEL F. ORTIZ, Mayor

ATTEST:

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

**OIKOS DEVELOPMENT CORPORATION**

\_\_\_\_\_  
Date

By \_\_\_\_\_  
MICHAEL SNODGRASS, as President

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

RECORDING INFORMATION

---

**NOTICE**

PUBLIC NOTICE IS HEREBY GIVEN that the **CITY OF GARDEN CITY, KANSAS**, a Kansas municipal corporation, entered into a certain Development Agreement dated in its preamble as \_\_\_\_\_, 20\_\_\_ with **OIKOS DEVELOPMENT CORPORATION**, a Missouri nonprofit corporation, covering and upon the following described real property situated in FINNEY COUNTY, KANSAS:

**Hunters Glen – Phase Four, a subdivision to the City of Garden City, Finney County, Kansas, according to the recorded plat thereof.**

THE DEVELOPMENT AGREEMENT was entered into pursuant to Ordinance No. \_\_\_\_\_-20\_\_\_, which was passed and approved by the Governing Body on April 2, 2024.

THE FILING OF THIS NOTICE with the Office of the Register of Deeds of Finney County, Kansas is required due to the voluminous nature of the Development Agreement and is authorized by Paragraph 30 of the Development Agreement.

PLEASE TAKE NOTICE that a copy of the Development Agreement, together with any exhibits thereto, is available for public inspection and copying during normal business hours at the **City Administrative Center** in the offices of the **Neighborhood & Development Services** department, located at **301 North 8<sup>th</sup> Street, Garden City, Kansas 67846.**

EXECUTED AND ACKNOWLEDGED a within the State of Kansas on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, pursuant to K.S.A. 58-2211.

**CITY OF GARDEN CITY, KANSAS**

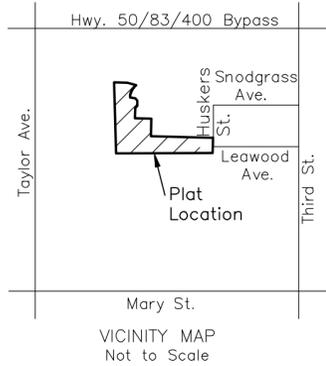
\_\_\_\_\_  
MANUEL F. ORTIZ, Mayor

ATTEST:

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

# HUNTERS GLEN - PHASE FOUR

A Tract of Land in the NE/4 of Section 6, T24S, R32W,  
Garden City, Finney County, KS.



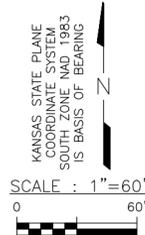
**Boundary Closure Information:**  
Closure Error Distance = 0.02'  
Error Bearing = S 31°37'56" E  
Closure Precision = 1 in 204,612

**GENERAL NOTES**

- This survey does not certify to ownership.
- R-3 Building Setback Lines:  
Front 20' Dwelling  
25' Garage  
Side 5'  
Rear Smaller of 25' or 20% of Lot Depth
- Latest Date of Field Work was 12 May, 2022.
- Walking path tracts shall be open for public access and use of trails. They are not for building purposes.

**LEGEND**

- Found Monument - CPS CLS292 unless noted otherwise
- Set 1/2" x 24" R-bar & "CPS CLS292" plastic cap
- R Record Measurement - Deed in Bk. 353, Pg. 342 & Hunters Glen - Phase 3A & 3B
- 0.00' Measured = M
- EUE Electric Utility Easement
- PUE Public Utility Easement
- CPS Cornerstone Professional Services, Inc.

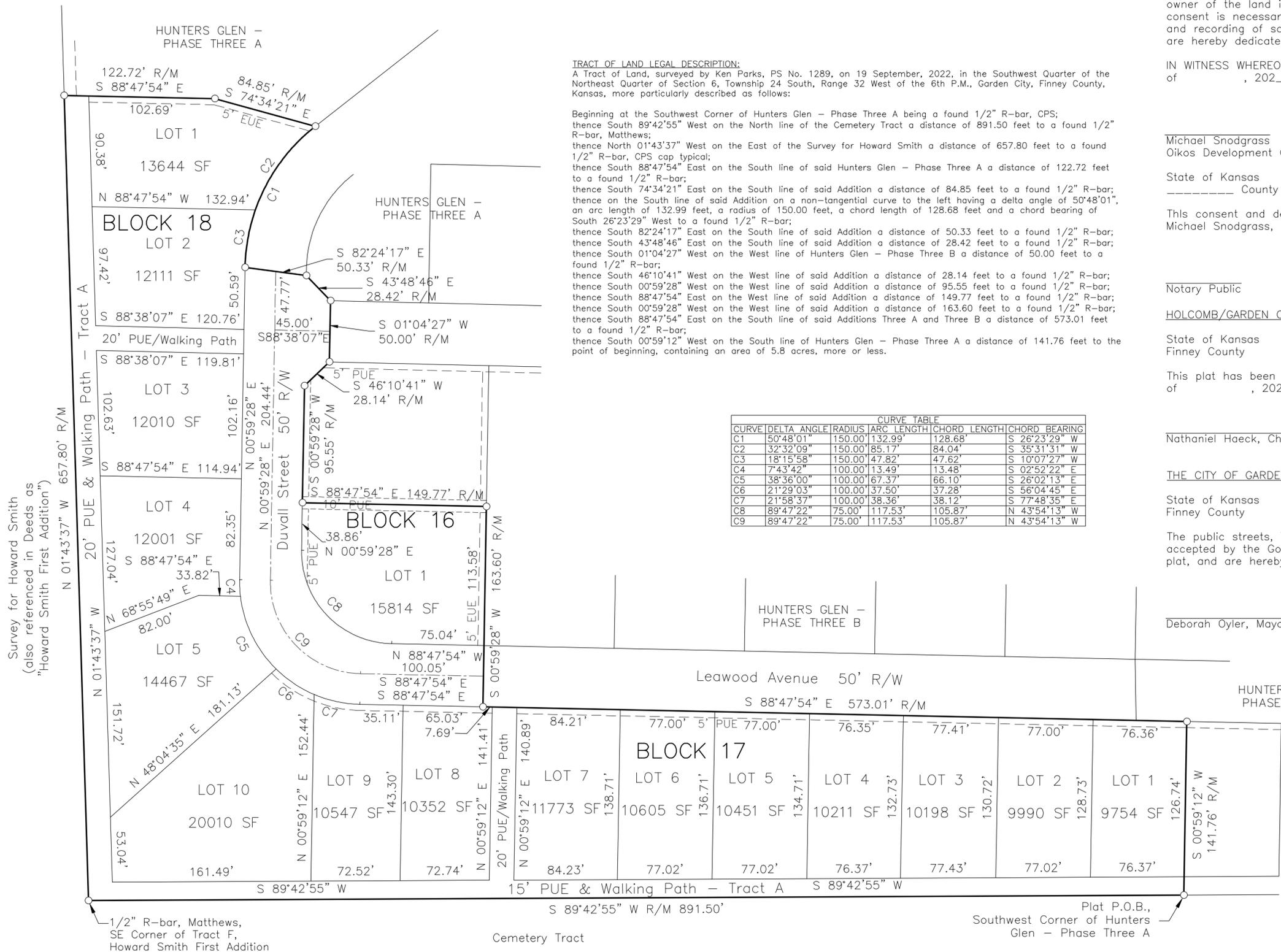


**TRACT OF LAND LEGAL DESCRIPTION:**

A Tract of Land, surveyed by Ken Parks, PS No. 1289, on 19 September, 2022, in the Southwest Quarter of the Northeast Quarter of Section 6, Township 24 South, Range 32 West of the 6th P.M., Garden City, Finney County, Kansas, more particularly described as follows:

Beginning at the Southwest Corner of Hunters Glen - Phase Three A being a found 1/2" R-bar, CPS; thence South 89°42'55" West on the North line of the Cemetery Tract a distance of 891.50 feet to a found 1/2" R-bar, Matthews; thence North 01°43'37" West on the East of the Survey for Howard Smith a distance of 657.80 feet to a found 1/2" R-bar, CPS cap typical; thence South 88°47'54" East on the South line of said Hunters Glen - Phase Three A a distance of 122.72 feet to a found 1/2" R-bar; thence South 74°34'21" East on the South line of said Addition a distance of 84.85 feet to a found 1/2" R-bar; thence on the South line of said Addition on a non-tangential curve to the left having a delta angle of 50°48'01", an arc length of 132.99 feet, a radius of 150.00 feet, a chord length of 128.68 feet and a chord bearing of South 26°23'29" West to a found 1/2" R-bar; thence South 82°24'17" East on the South line of said Addition a distance of 50.33 feet to a found 1/2" R-bar; thence South 43°48'46" East on the South line of said Addition a distance of 28.42 feet to a found 1/2" R-bar; thence South 01°04'27" West on the West line of Hunters Glen - Phase Three B a distance of 50.00 feet to a found 1/2" R-bar; thence South 46°10'41" West on the West line of said Addition a distance of 28.14 feet to a found 1/2" R-bar; thence South 00°59'28" West on the West line of said Addition a distance of 95.55 feet to a found 1/2" R-bar; thence South 88°47'54" East on the West line of said Addition a distance of 149.77 feet to a found 1/2" R-bar; thence South 00°59'28" West on the West line of said Addition a distance of 163.60 feet to a found 1/2" R-bar; thence South 88°47'54" East on the South line of said Additions Three A and Three B a distance of 573.01 feet to a found 1/2" R-bar; thence South 00°59'12" West on the South line of Hunters Glen - Phase Three A a distance of 141.76 feet to the point of beginning, containing an area of 5.8 acres, more or less.

| CURVE | DELTA ANGLE | RADIUS  | ARC LENGTH | CHORD LENGTH | CHORD BEARING |
|-------|-------------|---------|------------|--------------|---------------|
| C1    | 50°48'01"   | 150.00' | 132.99'    | 128.68'      | S 26°23'29" W |
| C2    | 32°32'09"   | 150.00' | 85.17'     | 84.04'       | S 35°31'31" W |
| C3    | 18°15'58"   | 150.00' | 47.82'     | 47.62'       | S 10°07'27" W |
| C4    | 74°34'21"   | 100.00' | 13.49'     | 13.48'       | S 02°52'22" E |
| C5    | 38°36'00"   | 100.00' | 67.37'     | 66.10'       | S 26°02'13" E |
| C6    | 21°29'03"   | 100.00' | 37.50'     | 37.28'       | S 56°04'45" E |
| C7    | 21°58'37"   | 100.00' | 38.36'     | 38.12'       | S 77°48'35" E |
| C8    | 89°47'22"   | 75.00'  | 117.53'    | 105.87'      | N 43°54'13" W |
| C9    | 89°47'22"   | 75.00'  | 117.53'    | 105.87'      | N 43°54'13" W |



**SURVEYOR'S CERTIFICATION**

This is to certify to the best of my knowledge that the survey of the described land division is accurately represented on this plat.

**EXHIBIT 1**

Ken Parks, PS No. 1289

**COUNTY REVIEW SURVEYOR'S CERTIFICATION**

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 Surveys.

David J. Matthews

**OWNER'S CONSENT AND DEDICATIONS**

KNOW ALL MEN BY THESE PRESENTS that I, the undersigned, being the sole proprietor and owner of the land included within the plat shown hereon, am the only person whose consent is necessary to pass clear title to said land and I hereby consent to the making and recording of said plat. The public streets and public utility and electric easements are hereby dedicated to the public for such public uses.

IN WITNESS WHEREOF this consent and dedications are executed this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Michael Snodgrass  
Oikos Development Corporation

State of Kansas ss.  
\_\_\_\_\_ County

This consent and dedications were acknowledged before me, the undersigned officer, by Michael Snodgrass, Oikos Development Corporation this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Notary Public

**HOLCOMB/GARDEN CITY/FINNEY COUNTY AREA PLANNING COMMISSION**

State of Kansas ss.  
Finney County

This plat has been reviewed and is hereby approved this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Nathaniel Haeck, Chairman

Trent Maxwell, Secretary

**THE CITY OF GARDEN CITY, KANSAS**

State of Kansas ss.  
Finney County

The public streets, Tract A, electric utility easements and public utility easements are accepted by the Governing Body of the City of Garden City, Kansas, as shown on this plat, and are hereby dedicated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Deborah Oylar, Mayor

Attest: Celyn N. Hurtado, City Clerk

**MEETS REQUIREMENTS**

City of Garden City, KS

Project Number: **SPGC23-19 REV2**

Approved by: **SR**

Date: **05Feb2024**

No. of Pages: **1(PLAT)**  
**1st Submittal**

**RECEIVED**

City of Garden City, KS

Project Number: **SPGC23-19 REV2**

Received by: **SR**

Date: **05Feb2024**

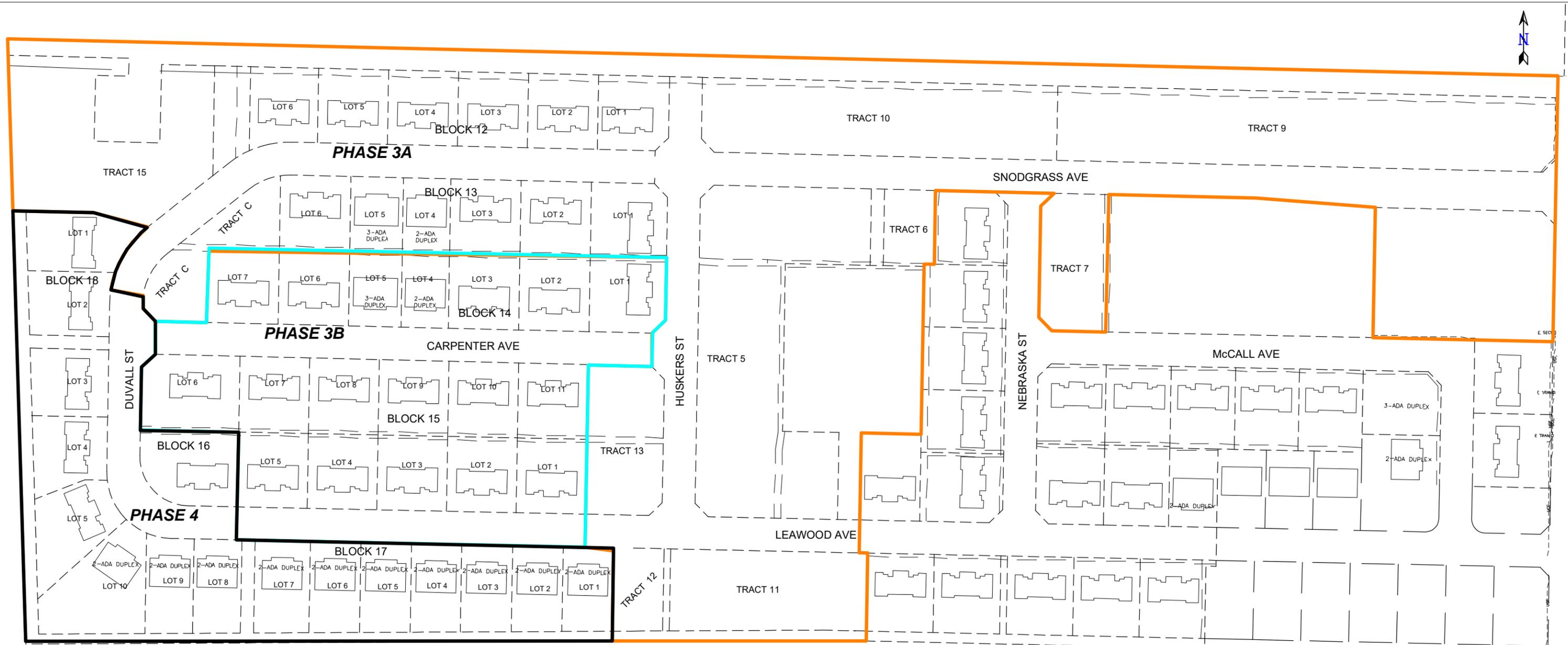
No. of Pages: **1(PLAT)**  
**1st Submittal**

**CORNERSTONE Professional Services, Inc.**  
P.O. Box 1968  
Garden City, KS 67846  
2361 620-272-7592  
6 Dec., 2023 Copyrighted



**INDEX OF DRAWINGS:**

- PAGE 01 PHASE BORDER
- PAGE 02 ELECTRIC INFRASTRUCTURE LAYOUT
- PAGE 03 PRIMARY URD
- PAGE 04 SECONDARY URD
- PAGE 05 PRIMARY URD WEST
- PAGE 06 SECONDARY URD WEST
- PAGE 07 PRIM/SEC URD EAST
- PAGE 08 3PH RISER
- PAGE 09 STREET LIGHT PLACEMENT STANDARD

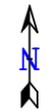
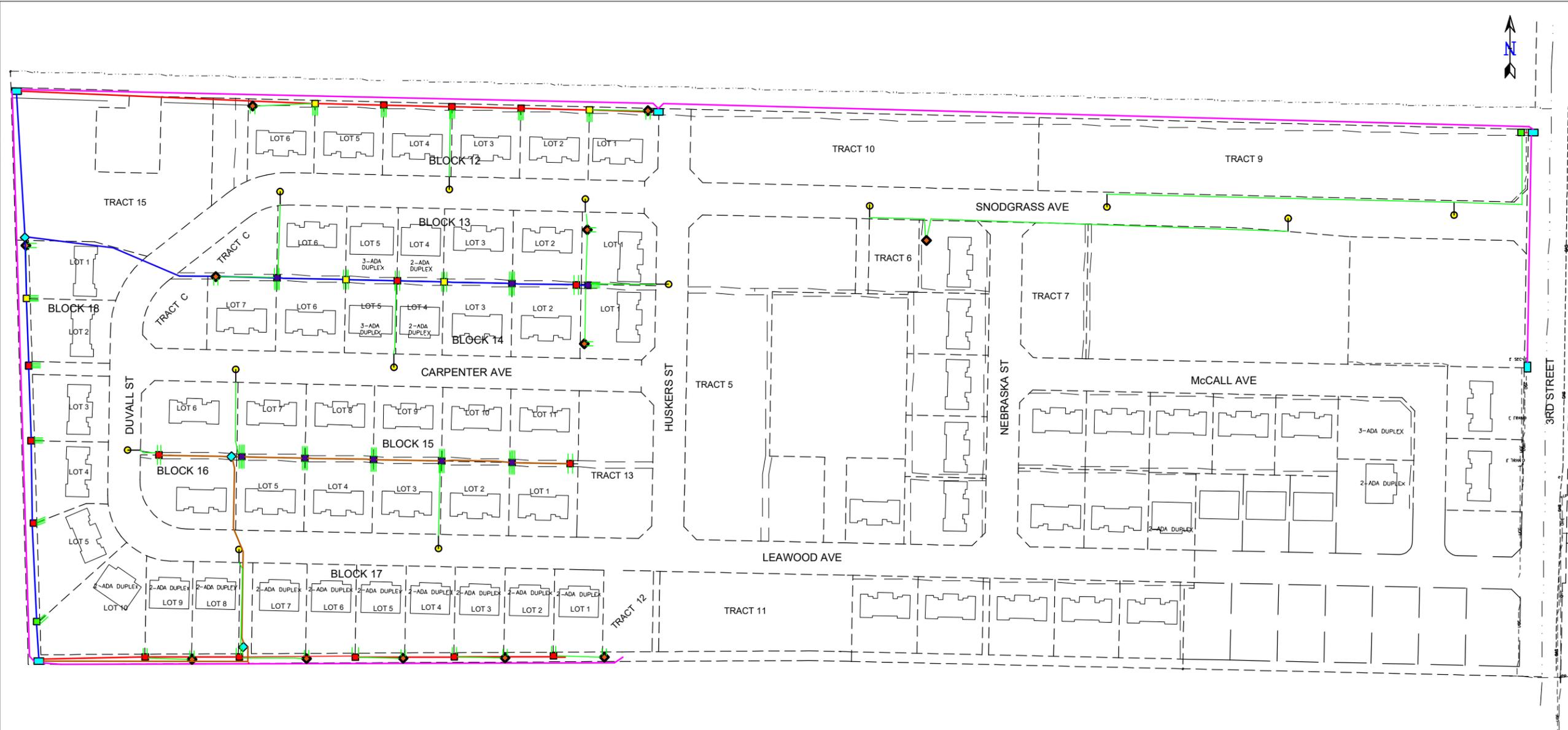


LEGENDS:

- ABC
- A
- B
- C

- 14 50KVA
- 2 25KVA
- 7 100KVA
- 5 75KVA
- 11 MED VAULT

- 3 LRG SECTIONALIZER
- 3 SM SECTIONALIZER
- 12 STREET LIGHT 101W



**CONSTRUCTION NOTES:**

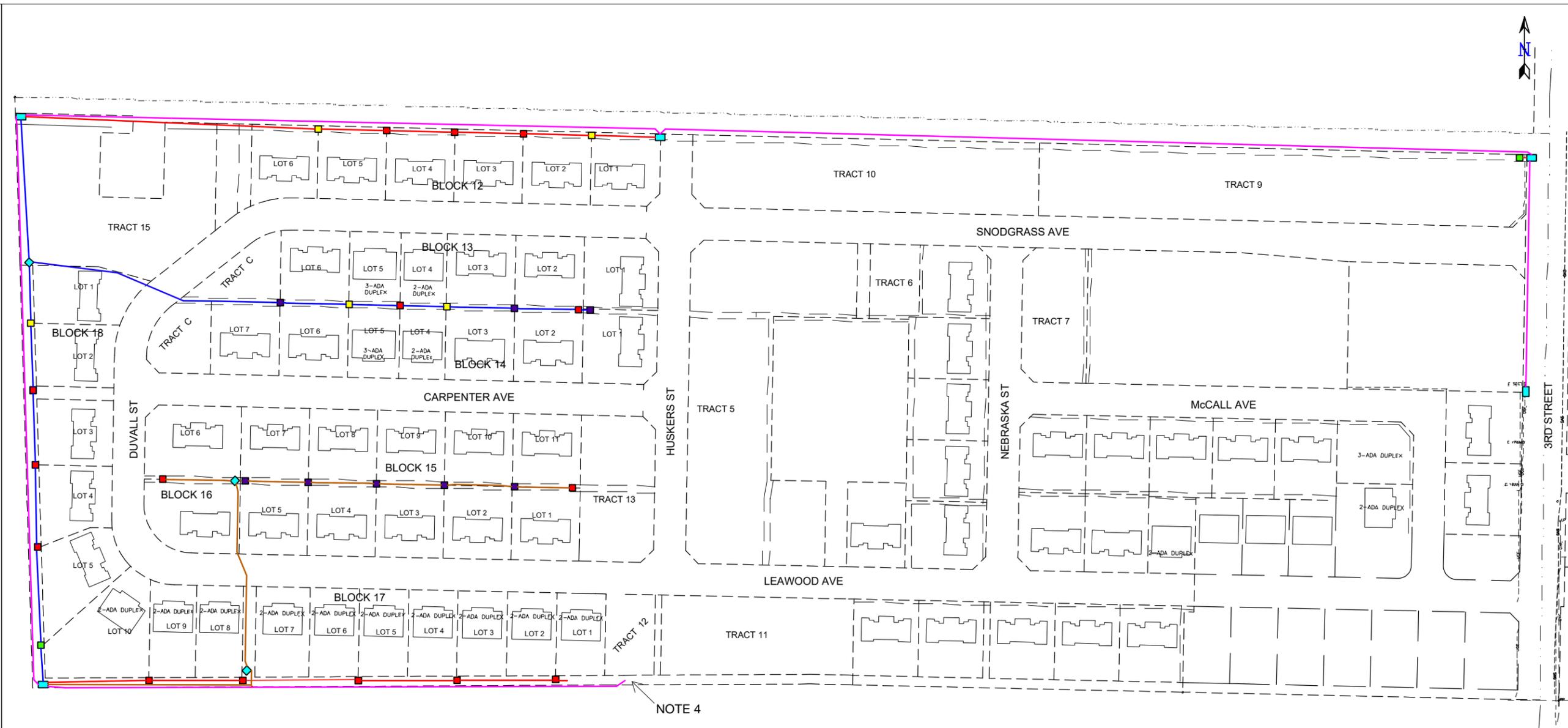
1. 48" MINIMUM BURY DEPTH TO TOP OF CONDUIT
2. INSTALL 6" HDPE CONDUIT BETWEEN THE LARGE SECTIONALIZERS.  
ALL ELBOWS FOR 6" CONDUIT MUST BE GRC.
3. INSTALL 2" HDPE BETWEEN SMALL SECTIONALIZER AND TRANSFORMER.
4. BUILD 3 PHASE RISER ONTO EXISTING POLE LINE. SEE PAGE 9 FOR DETAILS.

**LEGENDS:**

- ABC 4/O 15KV URD
- A 1/O 15KV URD
- B 1/O 15KV URD
- C 1/O 15KV URD

- 14 50KVA
- 2 25KVA
- 7 100KVA
- 5 75KVA

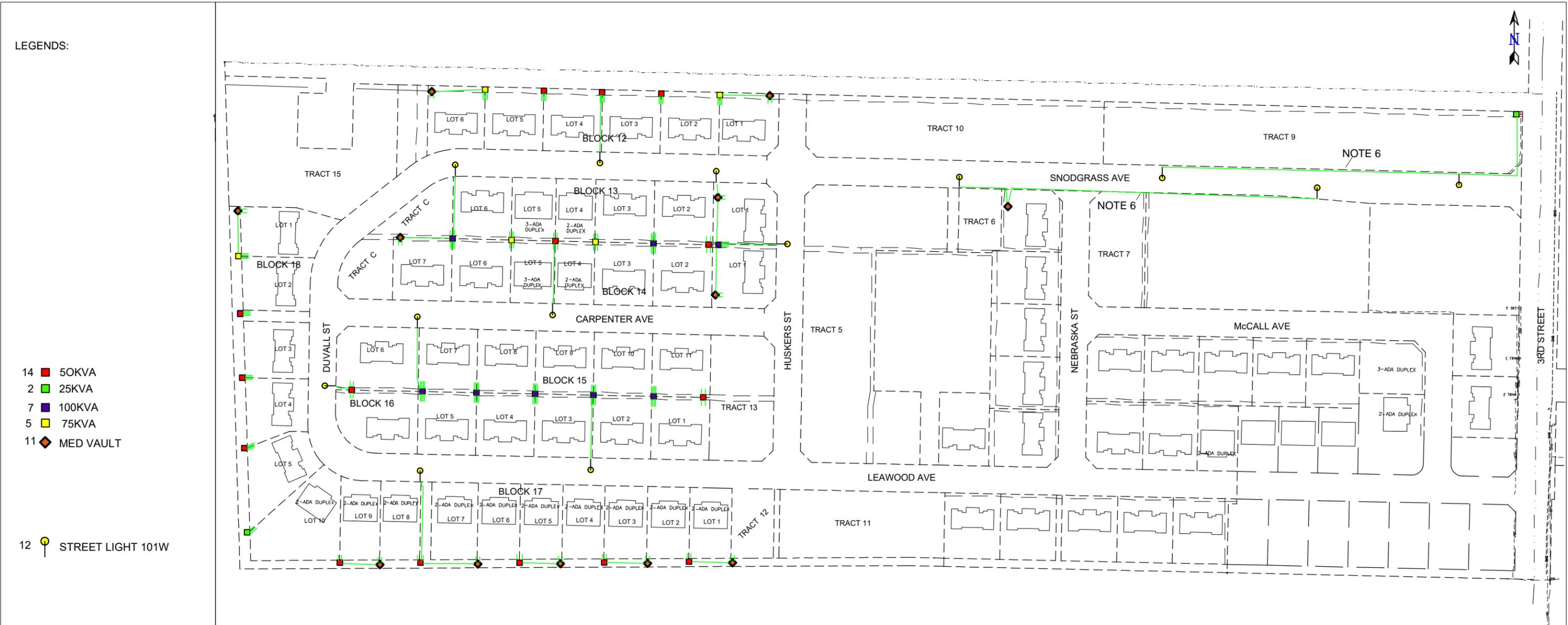
- 3 LRG SECTIONALIZER
- 3 SM SECTIONALIZER

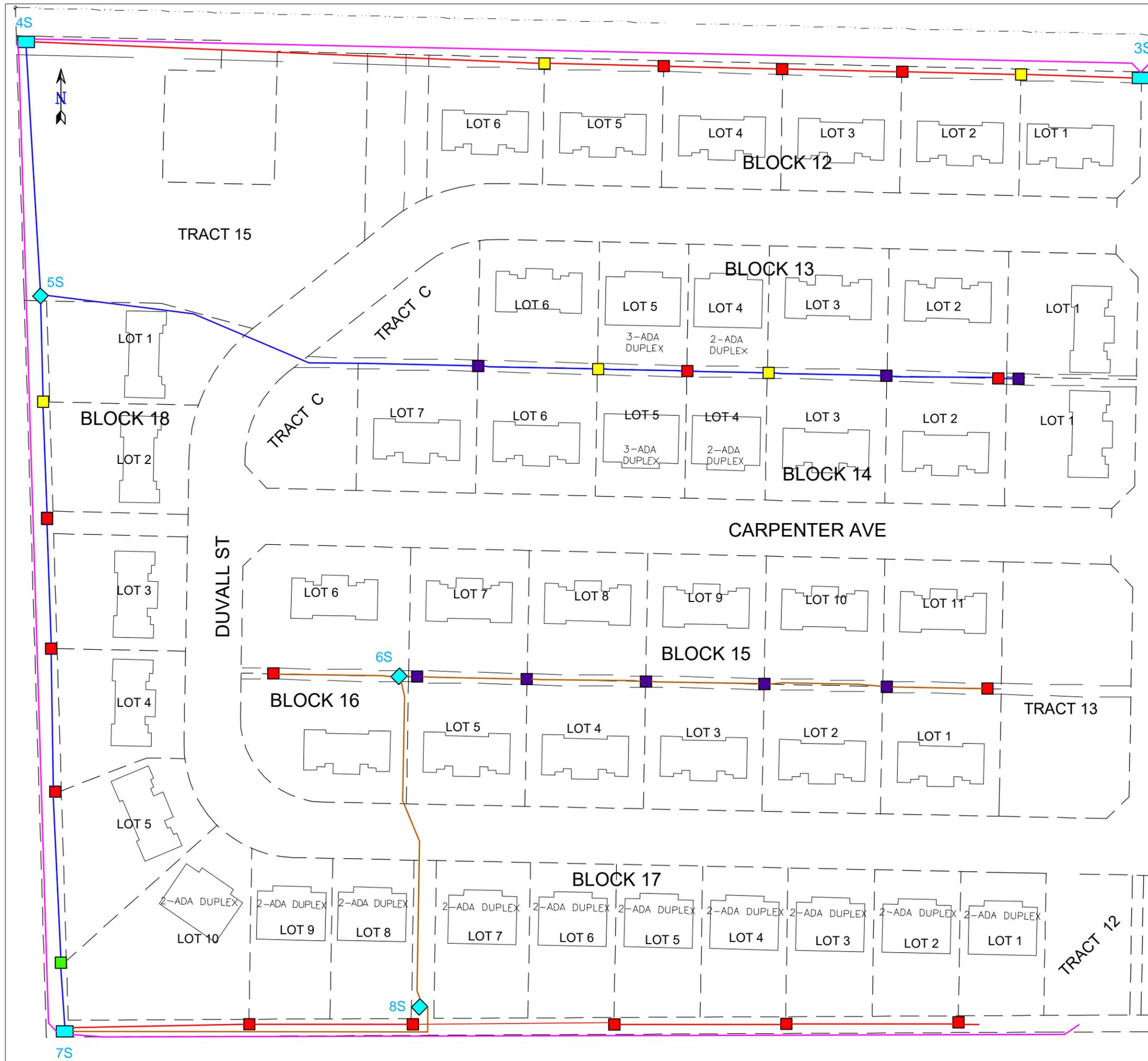


NOTE 4

**CONSTRUCTION NOTES:**

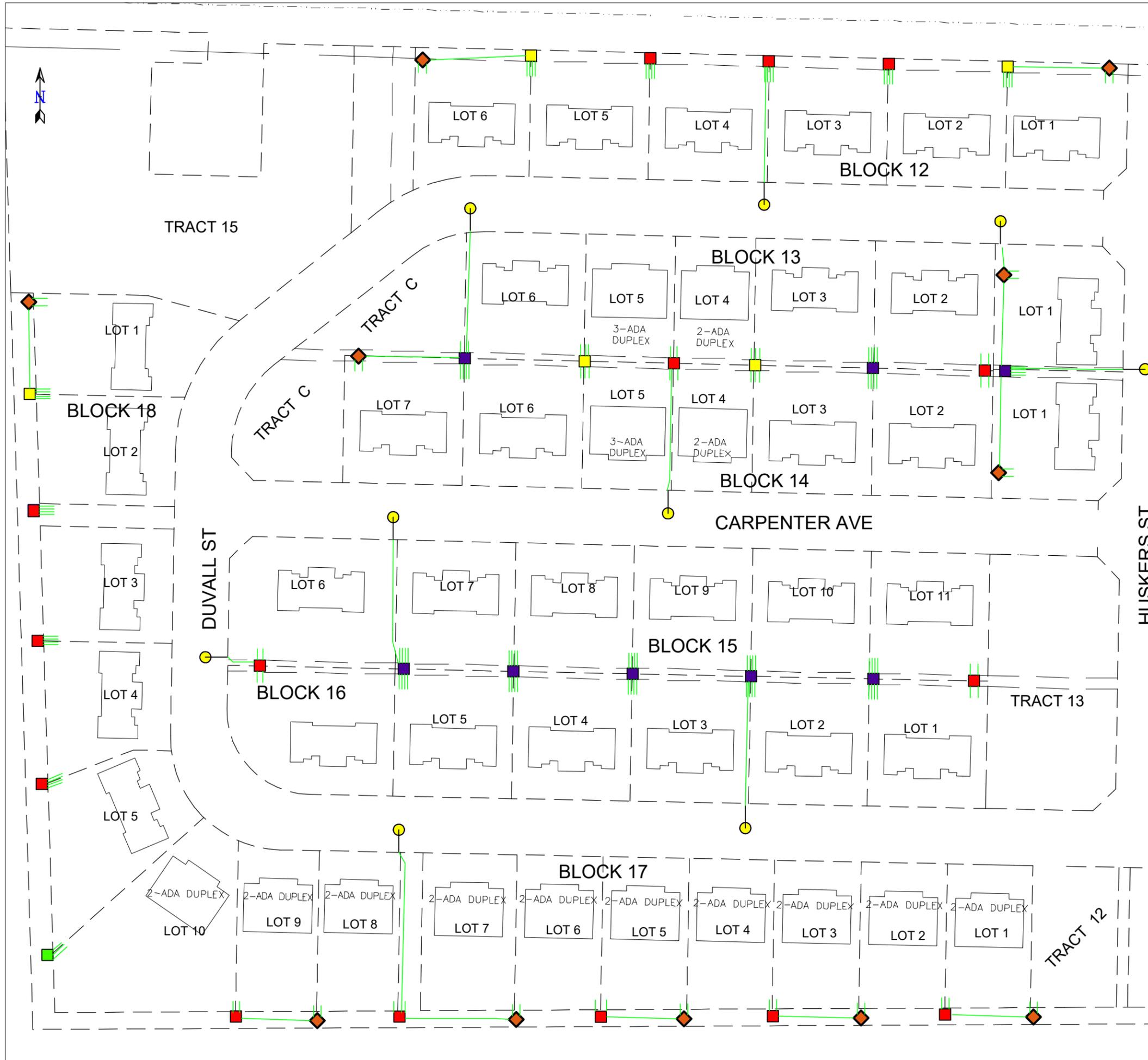
1. 24" MINIMUM BURY DEPTH TO TOP OF CONDUIT UNLESS OTHERWISE NOTED.
2. INSTALL 1-1/4" HDPE FOR STREET LIGHT CIRCUIT CONDUIT. USE #6 TRAY CABLE FOR CONDUCTOR.
3. STUB-OUT 5 FEET OF 2" PVC CONDUIT FROM TRANSFORMER FOR RESIDENTIAL SERVICE.  
 STUB-OUT SHALL BE PARALLEL WITH THE PROPERTY LINE THAT RUNS FROM THE BACK TO FRONT OF BUILDING.
4. INSTALL 2" HDPE BETWEEN TRANSFORMER AND AT-GRADE VAULT.
5. INSTALL RED/WHITE DOME BOLLARD MARKER WITHIN 12" OF AT-GRADE VAULT.
6. 36" MINIMUM BURY DEPTH FOR STREET LIGHT CONDUIT SOUTH OF TRACT 9 AND 10 ON SNODGRASS AVE.





**CONSTRUCTION NOTES:**

1. LARGE SECTIONALIZER 3S, 4S, 7S:
  - a. INSTALL THREE 3-POINT JUCTIONS AND PARKING STANDS
2. SMALL SECTIONALIZER 5S, 6S, 8S:
  - a. INSTALL ONE 3-POINT JUCTION AND PARKING STAND
3. PARK 3PH AND SINGLE PH FEED FROM EAST IN 3S
4. FROM 4S:
  - a. "A" PH FEED TOWARD EAST
  - b. "C" PH FEED TOWARD SOUTH
5. FROM 7S:
  - a. PARK "C" PH FEED NORTH XFMR
  - b. "A" PH FEED EAST XFMR
  - c. "B" PH FEED 8S

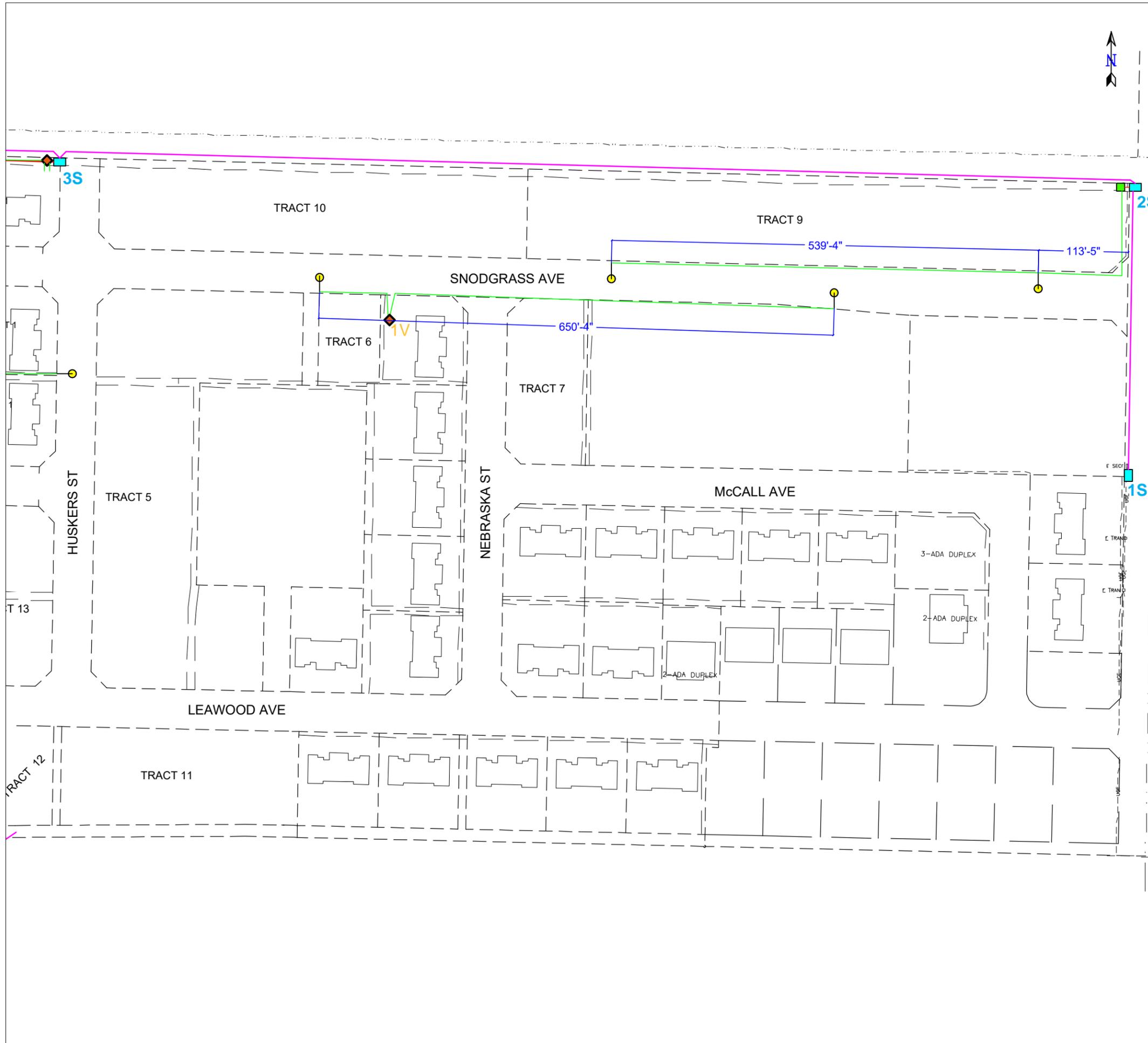


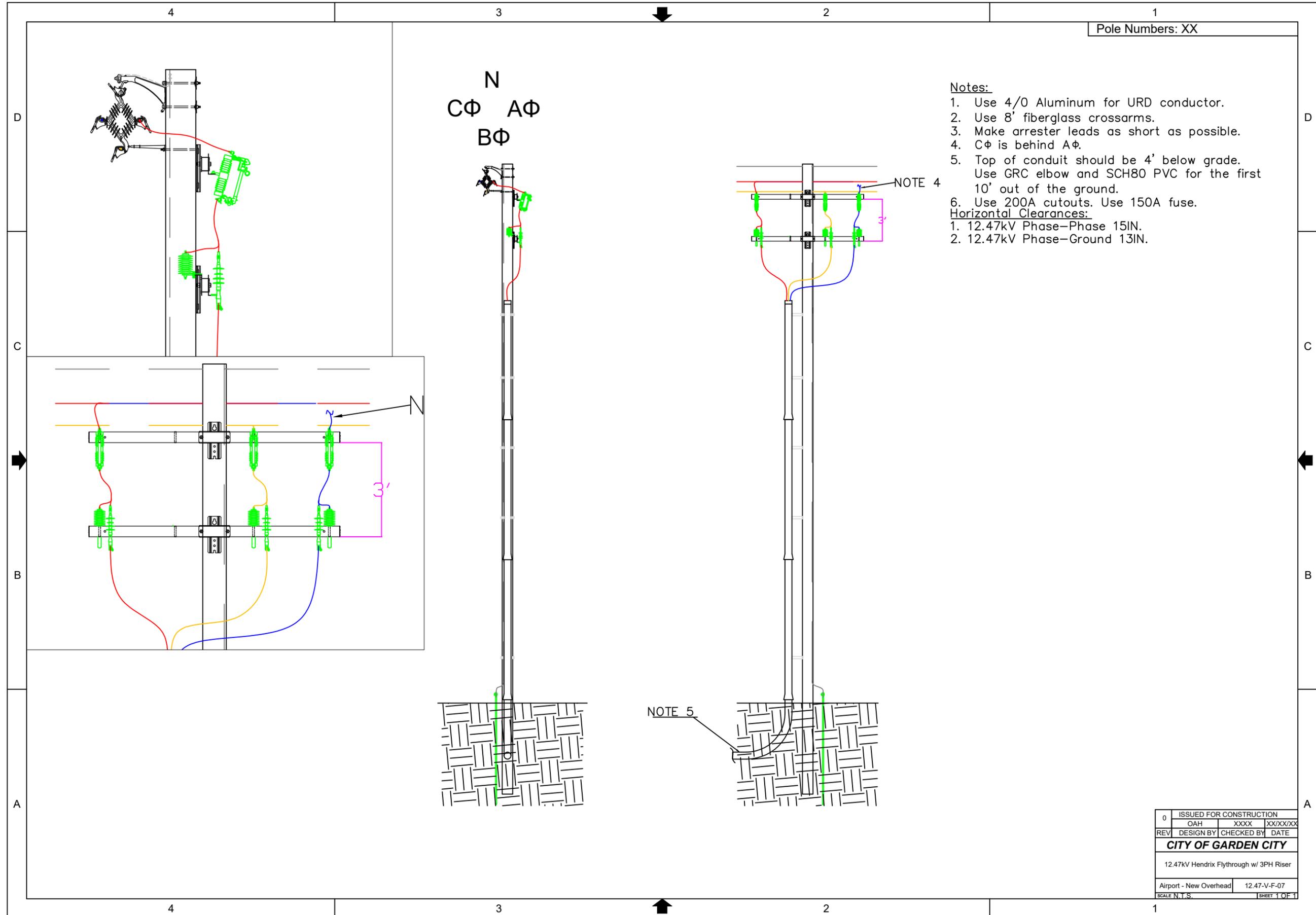
**CONSTRUCTION NOTES:**

1. CONDUITS STUB INTO XFMR PAD MUST BE VISIBLE AND ACCESSIBLE THROUGH THE 12"X20" OPEN ON TOP OF PAD.
2. XFMR SHALL OPEN TOWARD:
  - a. WEST IN BLOCK 18
  - b. SOUTH IN BLOCK 17
  - c. NORTH IN BLOCK 12, 13, 14, 15, AND 16

**CONSTRUCTION NOTES:**

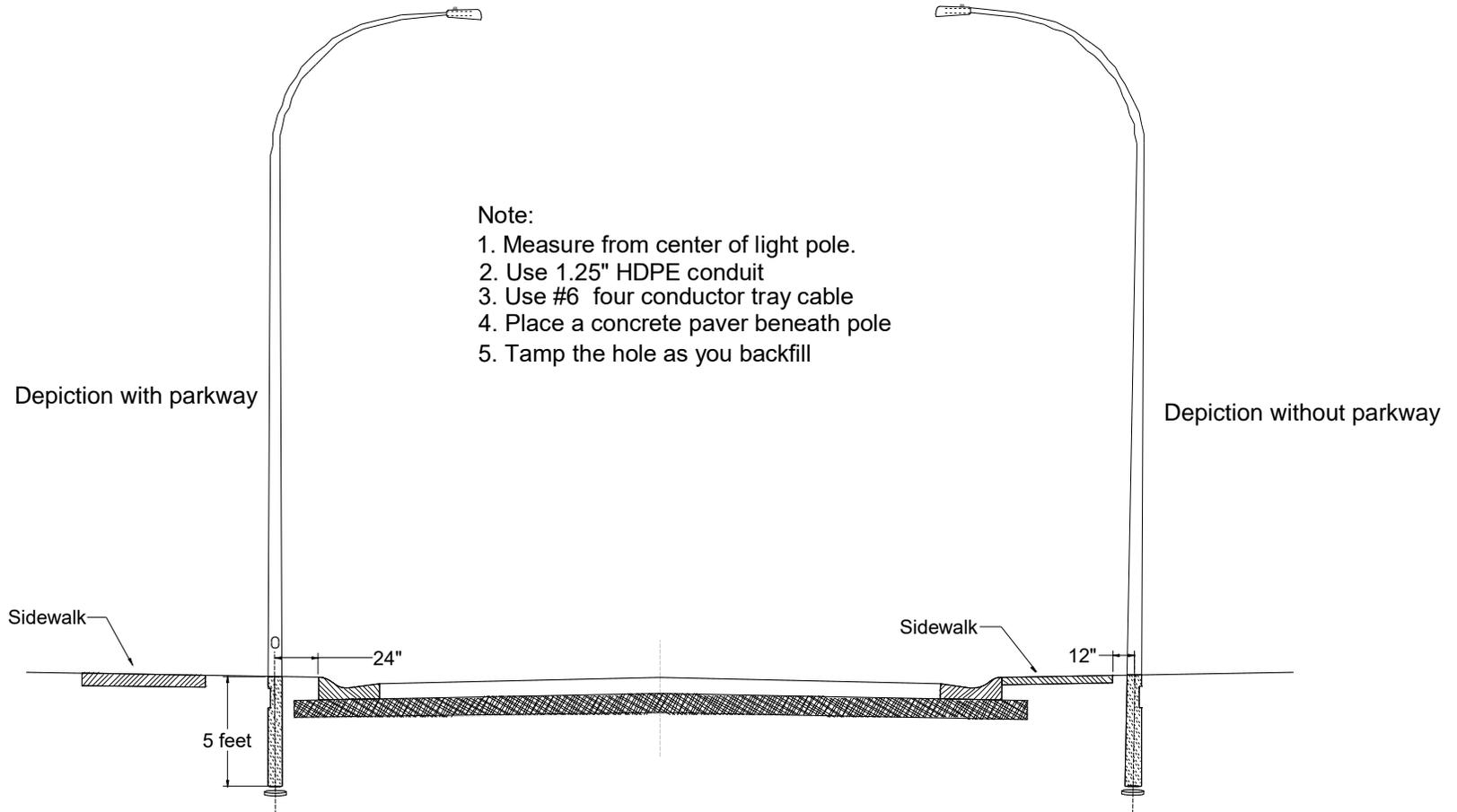
1. INTERCEPT 6" STUB-OUT FROM 1S TO FEED 2S.
2. FROM 2S:
  - a. "A" PH FEED WEST XFMR
  - b. 3PH FEED 3S
3. PARK WEST FEED IN 3S
4. POWER FOR STREET LIGHTS SOUTH OF SNODGRASS AVE SHALL COME FROM EXISTING AT-GRADE VAULT 1V





|   |                         |              |          |
|---|-------------------------|--------------|----------|
| 0                                       | ISSUED FOR CONSTRUCTION |              |          |
|   | OAH                     | XXXX         | XX/XX/XX |
| REV                                     | DESIGN BY               | CHECKED BY   | DATE     |
| <b>CITY OF GARDEN CITY</b>              |                         |              |          |
| 12.47kV Hendrix Flythrough w/ 3PH Riser |                         |              |          |
| Airport - New Overhead                  |                         | 12.47-V-F-07 |          |
| SCALE N.T.S.                            |                         | SHEET 1 OF 1 |          |

## Street Light Installation



**DEVELOPER'S CERTIFICATION OF SUBSTANTIAL COMPLETION FORM**  
**HUNTERS GLEN – PHASE FOUR**

The undersigned, on behalf of OIKOS DEVELOPMENT CORPORATION, a Missouri nonprofit corporation ("DEVELOPER"), pursuant to Paragraph 28, Reimbursement & Cost Payment Process, of the Development Agreement, dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the CITY OF GARDEN CITY, KANSAS and DEVELOPER ("Development Agreement"), hereby **CERTIFIES UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF KANSAS THAT THE FOLLOWING IS TRUE AND CORRECT**, with any terms used below having the meanings respectively ascribed to them in the Development Agreement if any such term is not otherwise defined below:

1. The work with respect to the Public Improvements is sufficiently complete in accordance with the Development Agreement, except for all punch list items, such that DEVELOPER can occupy or utilize the Infrastructure Improvements for their intended purpose.
2. All such work has been completed in a good and workmanlike manner.
3. There are no mechanic's, materialmen's, or other statutory liens on file encumbering title to the Property.
4. All bills for labor and materials furnished for such work that could form the basis of a mechanic's, materialmen's, or other statutory lien against the Property have been paid in full and, within the past four months, no such labor or materials have been furnished that have not been paid for.
4. All applicable building codes have been complied with in connection with such work.
5. The undersigned person executing this Certification for DEVELOPER represents and warrants that said person is executing this Certification in said person's capacity with DEVELOPER as indicated on the signature block below, that said person is authorized by DEVELOPER to execute this Certification on behalf of DEVELOPER, and that said person is authorized by DEVELOPER to bind DEVELOPER to this Certification.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**OIKOS DEVELOPMENT CORPORATION**

By \_\_\_\_\_

\_\_\_\_\_, as \_\_\_\_\_  
[NAME] [TITLE]



**TO:** City Commission  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Staff  
**DATE:** April 2, 2024  
**RE:** Ratify 2024-2025 Strategic Goals and Objectives

---

**ISSUE:**

The Governing Body is asked to consider and approve ratifying the 2024-2025 Strategic Goals and Objectives.

**BACKGROUND:**

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

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

At the recommendation of the City Commission, a second “dot” exercise was performed after the retreat and each commissioner has a chance to assign 10 “digital dots” to the objectives listed under the four Goal categories. Based on this information a Draft 2024-2025 Strategic Goals and Objectives document was prepared for the City Commission’s review at the March 19, 2024 pre-meeting workshop.

Based on feedback from the March 19, 2024 pre-meeting workshop, staff has revised the Draft 2024-2025 Strategic Goals and Objectives document and is presenting it as a business item today for the purpose of it being ratified by the Governing Body and used to help guide the preparation of the City Manager’s Proposed 2025 Budget, as well as future staff work and City Commission agenda

items.

**ALTERNATIVES:**

1. The Governing Body may approve ratifying the 2024-2025 Strategic Goals and Objectives as presented.
2. The Governing Body may approve ratifying the 2024-2025 Strategic Goals and Objectives with modifications.
3. The Governing Body may not approve ratifying the 2024-2025 Strategic Goals and Objectives.

**RECOMMENDATION:**

Staff recommends the Governing Body approve ratifying the 2024-2025 Strategic Goals and Objectives as presented.

**FISCAL NOTE:**

None.

**ATTACHMENTS:**

[Final Draft - 2024-2025 Strategic Goals and Obejctives.pdf](#)

**Update - 4/2/24**

| Action Step  | Lead Sr. Staff Member | 12-18 Month Performance Expectation  | Current Status |
|--|-----------------------|--|----------------|
| <b>Strategic Goal: Develop and Preserve Strong Relationships with our Community, other communities, and other levels of government</b> |                       |  |                |
| <b>Supporting Objectives</b>   |                       |  |                |
| 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.  |                |
| 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.   |                |
| 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.<br>2. Due to limited USCIS resources, the feasibility of this project is currently constrained. In response, staff has proposed increasing USCIS mobile immigration services for Southwest Kansas to occur once per month, rotating between Garden City, Dodge City, and Liberal. 3. Staff will further cultivate relationships with local partners to initiate the implementation of the Strategic Plan for Welcoming and Integration, which aims to encourage community residents to actively pursue naturalization and cultivate inclusive communities for enhanced economic prosperity. |                |
| Collaborate with other communities   | CM                    | 1. Communicate with area city and county governments to share and discuss each others' needs and issues. 2. Identify opportunities for regional collaboration. 3. Propose leading strategies to the Commission for collaboration as well as strategies for continued regional intergovernmental discussions.   |                |
| More State Agency Presence   | 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.  |                |
| 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.   |                |

|   |      |   |  |
|---|------|---|--|
| 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.   |  |
| 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.  |  |
| 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.  |  |
| 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.  |  |
| 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.   |  |
| 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. |  |
| 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.   |  |
| 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.   |  |

|  |      |   |  |
|--|------|---|--|
| 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. |  |
| 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.  |  |
| <b>Strategic Goal: Upgrade and maintain existing public infrastructure and facilities</b>          |      |   |  |
| <b>Supporting Objectives</b>   |      |   |  |
| 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.  |  |
| 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.  |  |
| 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.  |  |
| 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.  |  |
| Airport fire station fire suppression system   | PS&D | 1. Determine funding opportunities to move the project forward in the 2025 budget.  |  |
| Fire station #2 fire suppression system  | PS&D | 1. Determine funding opportunities to move the project forward in the 2025 budget.  |  |
| 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.   |  |
| 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.   |  |
| Singing tower renovation   | P&R  | 1. Determine the scope of the work. 2. Propose alternatives for project delivery.   |  |
| Peebles complex enhancement /renovation  | P&R  | 1. Define the scope of the project. 2. Propose alternatives for project delivery.   |  |

|  |      |   |  |
|--|------|---|--|
| 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.<br>2. Costs for these two columbarium structures are included in the 2024 budget and should be ordered and installed this year. |  |
| Update city entrance signs                               | PW&U | 1. Create a map showing the location of all existing entrance signs with photographs. 2. Communicate with the Governing Body on desired locations and review existing files for possible future designs and estimated costs.  |  |
| Determine the future use of the State Theater            | 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.   |  |

**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. |  |
| 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.  |  |
| 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. |  |
| 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.  |  |
| 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.  |  |
| 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.   |  |
| 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.                               |  |
| Rebuild the Windsor  | PS&D | 1. Work with the Finney County Preservation Alliance to determine potential funding opportunities for build out of the Windsor.  |  |

| 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.                     |  |
| 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.  |  |
| 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. |  |
| 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.   |  |
| 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.  |  |
| 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.                 |  |
| 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.  |  |



**GARDEN CITY**  
— KANSAS —  
**MEMORANDUM**

**TO:** City Commission  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Danielle B. Burke, Assistant City Manager  
**DATE:** April 2, 2024  
**RE:** 2024 Art Grant Committee Recommendation

**ISSUE:**

The Governing Body is asked to consider and approve the distribution of Art Grant funds as recommended by the Art Grant Committee.

**BACKGROUND:**

The Art Grant program was developed in 2012 as a formal process by which arts programs can request funding from the City.

The City Commission allocated \$15,000 from the Social Funding line item to fund the Art Grant program for FY2024. The City received seven applications requesting a total of \$37,750. The Art Grant Committee recommends awarding \$15,000 to the five applicants as outlined below.

| <b>Organization</b>                  | <b>Requested Amount</b> | <b>Recommended Amount</b> |
|--------------------------------------|-------------------------|---------------------------|
| Garden City Arts                     | \$9,500                 | \$8,150                   |
| High Plains Public Radio             | \$3,900                 | \$2,350                   |
| Little Leaders of GCK                | \$850                   | \$850                     |
| Southwest Kansas Community Concerts  | \$2,500                 | \$1,500                   |
| Tumbleweed Festival                  | \$13,000                | \$2,150                   |
| Turning Point Church of the Nazarene | \$5,000                 | \$0                       |
| United Presbyterian Church           | \$3,000                 | \$0                       |
| <b>Total</b>                         | <b>\$37,750</b>         | <b>\$15,000</b>           |

The applications are attached.

**ALTERNATIVES:**

1. The Governing Body may approve the Art Grant Committee's recommendation to award \$15,000 to a total of five applicants as listed below:
  - o \$8,150 to Garden City Arts
  - o \$2,350 to High Plains Public Radio
  - o \$850 to Little Leaders of GCK
  - o \$1,500 to Southwest Kansas Community Concerts
  - o \$2,150 to Tumbleweed Festival

2. The Governing Body may alter the Art Grant Committee's recommendation and award funding as the Governing Body sees fit.
3. The Governing Body may not approve the Art Grant Committee's recommendation and send the item back to them for further review.

**RECOMMENDATION:**

The Art Grant Committee recommends the Governing Body approve the Committee's recommendation to award \$15,000 to a total of five applicants as listed below:

- \$8,150 to Garden City Arts
- \$2,350 to High Plains Public Radio
- \$850 to Little Leaders of GCK
- \$1,500 to Southwest Kansas Community Concerts
- \$2,150 to Tumbleweed Festival

**FISCAL NOTE:**

If approved, the City will expend \$15,000 from Social Funding in the Capital Improvement Division of the General Fund (10077171-6641) as budgeted.

**ATTACHMENTS:**

- [Arts Center Grant Request](#)
- [High Plains Public Radio Request.](#)
- [Little Leaders of GCK Request](#)
- [SW Kansas Community Concert Request](#)
- [Tumbleweed Festival Application](#)
- [Turning Point Grant Request](#)
- [United Presbyterian Church Request](#)



318 N Main St  
Garden City, KS 67846  
(620) 260-9700 | [gardencityarts@gmail.com](mailto:gardencityarts@gmail.com)

---

January 12, 2024

To Members of the Art Grant Selection Committee:

Garden City Arts has made it our mission to enrich lives and encourage creativity through the arts in Southwest Kansas for more than 30 years. Through a combination of art classes, community events and art exhibitions, GCA has established a successful lineup of programs that resulted in an estimated 19,013 patron interactions in 2023.

The enclosed proposal requests \$9,500.00 from the City of Garden City to partially fund our 2024/2025 Free Distance & In-Person Programs, the 2024 Sidewalk Art Contest, 2024 Art in the Park, 2024 Kids Summer Programs, and 2024 Pumpkin Painting in the Park. We have already secured \$2,800 in funds for these projects and will be submitting grant requests to 2 other organizations as well as seeking sponsorship from local businesses.

Thank you for the opportunity to apply for the City of Garden City's 2023 Art Grant! Please contact me by emailing [gardencityarts@gmail.com](mailto:gardencityarts@gmail.com) or by calling (620) 260-9700 if you have any questions about this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Katy Guthrie", with a long horizontal flourish extending to the right.

Katy Guthrie  
Executive Director  
Garden City Arts

## City of Garden City 2024 Arts Grant Application to Request Funds

You may provide additional information. However, this form must also be completed.

|  |   |
|--|---|
| Agency Name:<br>Primary Contact<br>Name: Address:<br>Phone Number:<br>Email Address:                       | Garden City Arts<br>Katy Guthrie<br>318 N Main St., Garden City, KS 67846<br>(w) (620) 260-9700 (c) (620) 640-4657<br>gardencityarts@gmail.com  |
| The project or program for which you are requesting funds.   | Garden City Arts is requesting grant monies to help fund the following programs: <ul style="list-style-type: none"> <li>• 2024/2025 Free Distance &amp; In-Person Programs</li> <li>• 2024 Sidewalk Chalk Contest</li> <li>• 2024 Art in the Park</li> <li>• 2024 Kids Summer Art Camps</li> <li>• 2024 Pumpkin Painting in the Park</li> </ul> <p><b>Please refer to ‘Page 2’ in the attached document for detailed information about each program.</b></p>  |
| Requested Amount of Funding  | \$9,500   |
| The specific use of the money requested as it relates to your entire project or program.                   | Requested grant monies will be used to partially cover the Director’s salary, the Kids Art Instructor’s salary, and art supplies for various programs. <b>Please refer to ‘Page 3’ in the attached document for specific details.</b>   |
| Budget for the project or program.   | The Budget for this project is \$90,795.00. <b>Please refer to ‘Page 4’ in the attached document for specific details.</b>  |
| Identify the goal of the project or program.   | The overall goal for this project is to ensure that Garden City residents of all ages, gender, ethnicity, and income have access to the arts. By providing numerous free art programs, Garden City Arts will improve the quality of life for residents of Garden City. <b>Please refer to ‘Page 5’ in the attached document to see specific goals for each of the 5 projects.</b>   |
| Explain if this is a one-time project or program. If it is not, explain plans for funding in future years. | All five programs are annual programs. Garden City Arts will continue to seek funding from businesses, foundations, and individuals. In order to sustain our free arts programming through the year, Garden City Arts will also continue to charge fees for all of our adult classes and small fees on select children’s classes.<br><br>Garden City Arts prides ourselves for being a fiscally conservative organization. Garden City Arts completed our 9th year of financial stability thanks to continued community support and diligent oversight by our Board of Directors and staff. <b>Please refer to ‘Page 6’ in the attached document to see more information about Garden City Arts past financials</b> |
| Identify other contributors (those already committed and those targeted) to your project or program.       | For this project Garden City Arts is seeking funding from 2 foundations, 1 other government entity, and numerous local businesses. GCA will also collect fees for select programs, and collect donations from individuals. <b>Please refer to ‘Page 7’ in the attached document for more details.</b>   |
| If you have received Art Grant funding in the past, please indicate when and how funds were used.          | Garden City Arts received \$8,100 in grant monies from the City of Garden City in 2023. All grant monies were spent between January - December of 2023. <b>Please refer to ‘Page 8’ in the attached document for a detailed overview of how the funds were utilized and how each of the programs impacted the community.</b>  |

# TABLE OF CONTENTS <sup>305</sup>

---

|                                |   |
|--------------------------------|---|
| Project Summary                | 2 |
| Requested Funds                | 3 |
| 2024 Project Budget            | 4 |
| Goals                          | 5 |
| Sustainability                 | 6 |
| Sources of Funds               | 7 |
| 2023 City of Garden City Funds | 8 |
| Background Information         | 9 |

# PROJECT SUMMARY

Garden City Arts is dedicated to enriching lives and encouraging creativity by providing access to art programming to people of all gender, ages and ethnicity in our community. During this project, GCA will present roughly **750 art programs for residents in Garden City** to ensure their accessibility to the arts, thus improving their quality of life.

GCA is seeking **\$9,500 or roughly 10% of the monies needed for these programs from the City of Garden City**. This project will occur from **March 2024 - February 2025** and will include free art programs, free community events, art classes for children and adults, and monthly art viewing opportunities. Monies requested from the City of Garden City will help fund 5 out of the 8 categories of programs planned. The programs are as follows:

## **FREE DISTANCE & IN-PERSON PROGRAMS (MAR 2024 - FEB 2025)**

Garden City Arts offers a variety of free programs for children, families, and adults including:

- **Drop-BY Art Saturday** during which GCA will offer free art bags on the 1st & 3rd Saturday of every month. These bags contain all of the supplies and instructions needed for 2 participants to create the featured project.
- **Downtown Discovery** which is a monthly recurring program for Pre-K children and their caregivers.
- **Art Field Trips** which can be requested by local educators or nonprofit organizations. GCA provided an art lesson/project at no cost to the students, school, or organization.
- **GCA Art Kit Program** which provide monthly art projects during the school year to children in grades K-6 who have limited access to the arts. Through this program GCA provides supplies, tools and instructions to local educators and parents so that they can provide their students/children with structured art projects to help them learn about the elements of art.

## **2024 SIDEWALK ART CONTEST (APRIL 27TH)**

Garden City Arts will host our 10th Annual Sidewalk Chalk Contest in 2024. During this event, contestants of all skill levels and ages pack Stevens Park full of temporary public works of chalk art while competing for cash prizes. This program is free for the public to attend.

## **2024 ART IN THE PARK (JUNE 22ND)**

Garden City Arts will host the 56th annual celebration of Art in the Park in Garden City. The event will include food, art vendors, art demonstrations, free family art making activities and live musical performances. This program is free for the public to attend.

## **2024 KIDS SUMMER ART CAMPS (JUN - JUL 2024)**

Garden City Arts will offer an engaging and educational lineup of classes and events for children ages 6 - 16. Children will be introduced to a variety of art making techniques, mediums, terms and contemporary and historical artists. GCA will host at least 48 hours of art programming. With the help of the City of Garden City these programs will be affordable, costing families in our community **between \$5 - \$10 per child for 2 hours of art programming**. Scholarships will be available for families who cannot afford to pay the class fees.

## **2024 PUMPKIN PAINTING IN THE PARK (OCT 12TH)**

During this event held in Stevens Park, Garden City Arts will provide free pumpkins and painting supplies for the first 200 children. The pumpkins are grown by local farmers. This family event encourages multigenerational interactions.

# REQUESTED FUNDS

| <b>EXPENSES</b>   | <b>BUDGETED</b>   |
|---|-------------------|
| <b>2024/2025 FREE DISTANCE &amp; IN-PERSON PROGRAMS</b> |                   |
| Salary for Kids Art Instructor                          | \$2,500.00        |
| Art Supplies  | \$500.00          |
| <b>SUBTOTAL:</b>  | <b>\$3,000.00</b> |
| <b>2024 SIDEWALK ART CONTEST</b>                        |                   |
| Chalk/Supplies for Contestants                          | \$750.00          |
| Juror Fees  | \$150.00          |
| Director Salary   | \$600.00          |
| <b>SUBTOTAL:</b>  | <b>\$1,500.00</b> |
| <b>2024 ART IN THE PARK</b>                             |                   |
| Musical Entertainment                                   | \$1,000.00        |
| Fees/Supplies for Artist Demonstrations                 | \$500.00          |
| Art Supplies for Community Art Projects                 | \$500.00          |
| <b>SUBTOTAL:</b>  | <b>\$2,000.00</b> |
| <b>2024 KIDS SUMMER ART CAMPS</b>                       |                   |
| Salary for Kids Art Instructor                          | \$2,500.00        |
| <b>SUBTOTAL:</b>  | <b>\$2,500.00</b> |
| <b>2024 PUMPKIN PAINTING IN THE PARK</b>                |                   |
| Pumpkins/Art Supplies                                   | \$500.00          |
| <b>SUBTOTAL:</b>  | <b>\$500.00</b>   |
| <b>TOTAL FUNDS:</b>                                     | <b>\$9,500.00</b> |

# PROJECT BUDGET

| PROGRAM INCOME                                |                    |
|---|--------------------|
| <b>Art Exhibits/Art Gallery</b>               |                    |
| Sponsorships                                  | \$1,000.00         |
| Finnup Foundation                             | \$15,000.00        |
| GCA Class Fees/Donations                      | \$10,000.00        |
| Commissions/Rental Fees                       | \$3,200.00         |
| <b>SUBTOTAL:</b>                              | <b>\$29,200.00</b> |
| <b>Free Distance &amp; In-Person Programs</b> |                    |
| Sponsors                                      | \$2,500.00         |
| Finnup Foundation                             | \$11,000.00        |
| City of Garden City                           | \$3,000.00         |
| <b>SUBTOTAL:</b>                              | <b>\$16,500.00</b> |
| <b>Art Programs (Cost to Attend)</b>          |                    |
| GCA Class Fees/Donations                      | \$22,000.00        |
|   |                    |
|   |                    |
| <b>SUBTOTAL:</b>                              | <b>\$22,000.00</b> |
| <b>Sidewalk Art Contest</b>                   |                    |
| Adult Entry Fees                              | \$350.00           |
| Sponsorships                                  | \$500.00           |
| City of Garden City                           | \$1,500.00         |
| Finney County CVB                             | \$300.00           |
| <b>SUBTOTAL:</b>                              | <b>\$2,650.00</b>  |
| <b>Art in the Park</b>                        |                    |
| Vendor Fees/Donations                         | \$1,000.00         |
| Sponsorships                                  | \$3,000.00         |
| Finney County CVB                             | \$2,500.00         |
| City of Garden City                           | \$2,000.00         |
| WKCF  | \$1,500.00         |
| <b>SUBTOTAL:</b>                              | <b>\$10,000.00</b> |
| <b>Summer Programs</b>                        |                    |
| City of Garden City                           | \$2,500.00         |
| Finnup Foundation                             | \$4,000.00         |
| Summer Program Fees                           | \$2,500.00         |
| <b>SUBTOTAL:</b>                              | <b>\$9,000.00</b>  |
| <b>Pumpkin Painting in the Park</b>           |                    |
| Sponsorships/Donations                        | \$500.00           |
| City of Garden City                           | \$500.00           |
| <b>SUBTOTAL:</b>                              | <b>\$1,000.00</b>  |
| <b>Dia de Los Muertos Celebration</b>         |                    |
| Sponsorships                                  | \$750.00           |
|   |                    |
| <b>SUBTOTAL:</b>                              | <b>\$750.00</b>    |
| <b>TOTAL:</b>                                 | <b>\$91,100.00</b> |

| PROGRAM EXPENSES                              |                    |
|---|--------------------|
| <b>Art Exhibits/Art Gallery</b>               |                    |
| Director's Salary                             | \$7,500.00         |
| Facility Expenses                             | \$14,595.00        |
| Marketing/POS Fees/Supplies                   | \$1,600.00         |
| Gallery Assistant Salary                      | \$5,000.00         |
| <b>SUBTOTAL:</b>                              | <b>\$28,695.00</b> |
| <b>Free Distance &amp; In-Person Programs</b> |                    |
| Art Supplies                                  | \$3,500.00         |
| Director's Salary                             | \$10,000.00        |
| Kids Art Instructor Salary                    | \$4,000.00         |
| <b>SUBTOTAL:</b>                              | <b>\$17,500.00</b> |
| <b>Art Programs (Cost to Attend)</b>          |                    |
| Art Supplies/Artist Fees                      | \$3,950.00         |
| Artist Fees for Workshops                     | \$2,250.00         |
| Director's Salary                             | \$10,000.00        |
| Kids Art Instructor Salary                    | \$3,500.00         |
| <b>SUBTOTAL:</b>                              | <b>\$19,700.00</b> |
| <b>Sidewalk Art Contest</b>                   |                    |
| Awards  | \$750.00           |
| Art Supplies/Misc                             | \$750.00           |
| Director's Salary                             | \$1,000.00         |
| Juror Fees                                    | \$150.00           |
| <b>SUBTOTAL:</b>                              | <b>\$2,650.00</b>  |
| <b>Art in the Park</b>                        |                    |
| Advertising                                   | \$3,000.00         |
| Misc Event Expense                            | \$500.00           |
| Entertainment                                 | \$2,000.00         |
| Demonstration Tent/Artist Fees                | \$1,000.00         |
| ARTapalooza Equipment/Art Sup.                | \$1,000.00         |
| Director's Salary                             | \$2,500.00         |
| <b>SUBTOTAL:</b>                              | <b>\$10,000.00</b> |
| <b>Summer Programs</b>                        |                    |
| Director's Salary                             | \$5,000.00         |
| Kids Art Instructor Salary                    | \$3,500.00         |
| Art Supplies                                  | \$500.00           |
| <b>SUBTOTAL:</b>                              | <b>\$9,000.00</b>  |
| <b>Pumpkin Painting in the Park</b>           |                    |
| Art Supplies/Pumpkins                         | \$500.00           |
| Director's Salary                             | \$1,000.00         |
|   | \$1,500.00         |
| <b>Dia de Los Muertos Celebration</b>         |                    |
| Art Supplies                                  | \$750.00           |
| Director's Salary                             | \$1,000.00         |
| <b>SUBTOTAL:</b>                              | <b>\$1,750.00</b>  |
| <b>TOTAL:</b>                                 | <b>\$90,795.00</b> |

## **2024/2025 FREE DISTANCE & IN-PERSON PROGRAMS**

- To provide families with art making opportunities and encourage spending time together through art making.
- To provide access to free art programming for children in Finney County with limited access to the arts in their classrooms/homes.
- To expose children to art terms, art concepts, historical artists, and current artists.
- To provide teachers in our area with the resources they need to incorporate more art education into their classrooms.
- To expose children to local artists and art exhibits featured in the gallery while they are participating in art field trips.

## **2024 SIDEWALK ART CONTEST**

- To provide children with a free opportunity to participate in an art competition.
- To give local and regional artists the opportunity to connect with the community and show off their talents.
- To encourage young artists to grow their art skills and continue making art.
- To improve the quality of life for community members of all ages, gender, ethnicity and income through exposure to temporary public artwork and an opportunity to watch and interact with artists in our community.

## **2024 ART IN THE PARK**

- To create an economic benefit of \$30,000 through tourism and generate sales tax revenue for Finney County.
- To grow a 56-year-old event that is a staple in the community.
- To provide local and regional artists an avenue to sell their products
- To improve the quality of life of residents in Southwest Kansas of all ages, gender, ethnicity, and income through exposure to the arts.

## **2024 KIDS SUMMER ART CAMPS**

- To provide quality art programming for children in Garden City and the surrounding area who otherwise have limited access to art education.
- To provide affordable art programming for families in our community.
- To expose children to local artists and art exhibits featured in the gallery while they are participating in the summer programs.

## **2024 PUMPKIN PAINTING IN THE PARK**

- To provide access to free art programming for families in our community.
- To encourage multigenerational interaction through the arts.
- To improve the quality of life of families in our community.

# SUSTAINABILITY

All five programs for which monies are being requested are annually recurring programs. Garden City Arts will continue to seek funding via sponsorships from businesses, grants through foundations, and donations from our patrons. In order to sustain our free arts programming through the year, Garden City Arts will also continue to charge fees for all of our adult classes and small fees on select children’s classes.

Garden City Arts prides ourselves for being a fiscally conservative organization. Garden City Arts completed our **9th year of financial stability** thanks to continued community support and diligent oversight by our Board of Directors and staff.

## INCOME

|                       |                    |
|-----------------------|--------------------|
| <b>GRANTS:</b>        | <b>\$36,500.00</b> |
| <b>DONATIONS:</b>     | <b>\$30,395.44</b> |
| <b>EARNED INCOME:</b> | <b>\$58,088.12</b> |

**TOTAL INCOME: \$124,983.56**

## EXPENSES

|                     |                    |
|---------------------|--------------------|
| <b>PAYROLL:</b>     | <b>\$58,723.62</b> |
| <b>PROGRAMS:</b>    | <b>\$28,783.59</b> |
| <b>FUNDRAISING:</b> | <b>\$346.90</b>    |
| <b>OPERATING:</b>   | <b>\$27,082.51</b> |

**TOTAL EXPENSES: \$114,936.62**

**NET PROFIT: \$10,046.94**

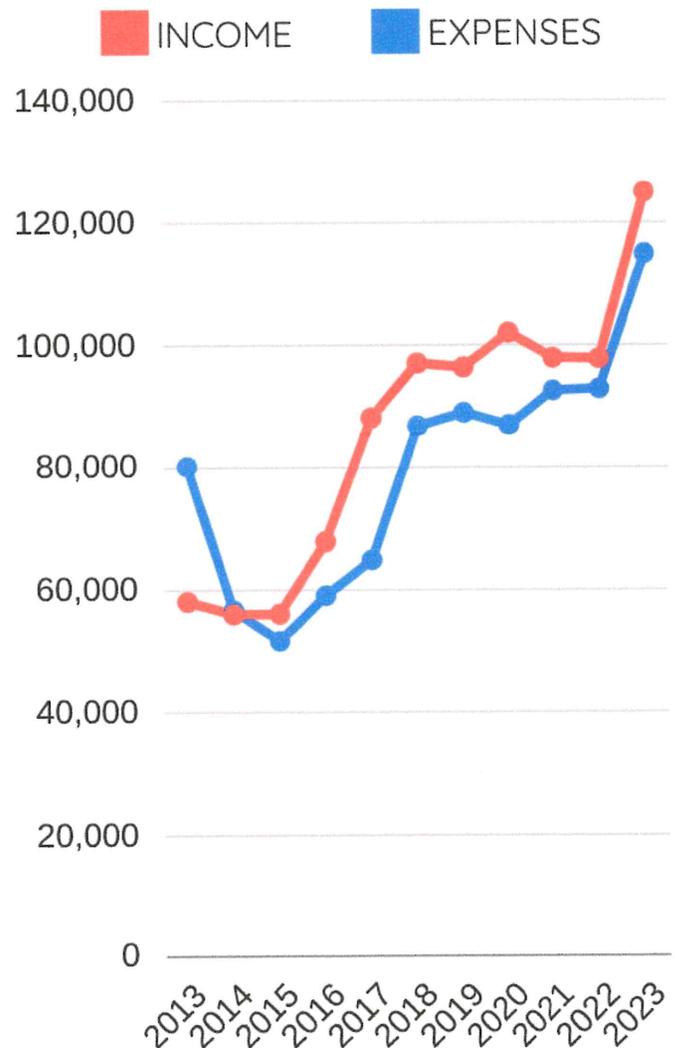
## RESERVED FUNDS

|                         |                    |
|-------------------------|--------------------|
| <b>WKCF FUND:</b>       | <b>\$23,161.18</b> |
| <b>EMERGENCY FUND:</b>  | <b>\$25,000.00</b> |
| <b>RESERVE FUND:</b>    | <b>\$36,505.33</b> |
| <b>INVESTMENTS:</b>     | <b>\$30,000.00</b> |
| <b>PUBLIC ART FUND:</b> | <b>\$11,762.83</b> |

**TOTAL FUNDS: \$126,429.34**

\*NUMBERS SHOWN FOR THE WKCF FUND ONLY  
REFLECT THE END OF THE 3RD QUARTER OF 2023.

## INCOME VS EXPENSE COMPARISON OF PAST YEARS



# SOURCES OF FUNDING

---

| SOURCE                                     | STATUS         | AMOUNT             |
|--|----------------|--------------------|
| City of Garden City                        | Pending        | \$9,500.00         |
| Finnup Foundation                          | Pending        | \$30,000.00        |
| Finney County CVB                          | Grant Approved | \$2,800.00         |
| Western Kansas Community Foundation        | Pending        | \$1,500.00         |
| Class Fees/Entry Fees/Individual Donations | Est./Budgeted  | \$39,050.00        |
| Business Sponsorships                      | Est./Budgeted  | \$8,250.00         |
|  | <b>TOTAL:</b>  | <b>\$91,100.00</b> |

# 2023 CITY OF GARDEN CITY FUNDS 312

| EXPENSES                           | BUDGETED          | SPENT             | MONTHS USED     |
|------------------------------------|-------------------|-------------------|-----------------|
| <b>2023 DROP-BY ART SATURDAY</b>   |                   |                   |                 |
| Salary to Create Art Bags          | \$2,000.00        | \$2,000.00        | JAN - DEC 2023  |
| Art Supplies/Packaging             | \$100.00          | \$109.47          | MAY & AUG 2023  |
| <b>SUBTOTAL:</b>                   | <b>\$2,100.00</b> | <b>\$2,109.47</b> |                 |
| <b>2023 SUMMER PROGRAMS</b>        |                   |                   |                 |
| Salary for Part-Time Assistants    | \$2,000.00        | \$2,105.61        | JUN - AUG 2023  |
| Art Supplies/Food for Programs     | \$500.00          | \$514.41          | JUN - AUG 2023  |
| <b>SUBTOTAL:</b>                   | <b>\$2,500.00</b> | <b>\$2,620.02</b> |                 |
| <b>23/24 GCA ART KITS</b>          |                   |                   |                 |
| Salary to Create Art Kits          | \$1,000.00        | \$1,000.00        | SEPT - DEC 2023 |
| <b>SUBTOTAL:</b>                   | <b>\$1,000.00</b> | <b>\$1,000.00</b> |                 |
| <b>2023 SIDEWALK ART CONTEST</b>   |                   |                   |                 |
| Chalk for Contestants              | \$500.00          | \$750.47          | MAR - APR 2023  |
| <b>SUBTOTAL:</b>                   | <b>\$500.00</b>   | <b>\$750.47</b>   |                 |
| <b>2023 ART IN THE PARK</b>        |                   |                   |                 |
| Musical Entertainment              | \$1,000.00        | \$1,000.00        | JUN 2023        |
| Fees/Supplies for Artist Demos     | \$500.00          | \$600.00          | JUN 2023        |
| ARTapalooza Equipment/Art Supplies | \$500.00          | \$508.21          | JUN 2023        |
| <b>SUBTOTAL:</b>                   | <b>\$2,000.00</b> | <b>\$2,108.21</b> |                 |
| <b>TOTAL FUNDS:</b>                | <b>\$8,100.00</b> | <b>\$8,588.17</b> |                 |

## 2023 PROGRAMS IMPACT

### 2023 DROP-BY ART SATURDAY

- 24 art bag pickup events
- 1,800 free art bags distributed
- An estimated 3,600 patron interactions

### 23/24 GCA ART KITS

- 10 hours of free, family programs
- An estimated 118 people participated

### 2023 SUMMER PROGRAMS

- 54 Hours of in-person programs offered
- 5 distance projects offered to E.N.G.A.G.E summer programs.
- An estimated 1,360 patron interactions

### 2023 ART IN THE PARK

- 62 Vendors
- 8 Performances by Local Groups
- 7 Demonstration Artists
- Estimated 3,663 Participants

### 2023 SIDEWALK ART CONTEST

- 68 participants
- 51 pieces of temporary art created

# ABOUT GARDEN CITY ARTS <sup>313</sup>

---

Garden City Arts is a 501(c)3 non-profit arts organization that is dedicated to enriching lives and encouraging creativity through the arts. Our gallery is located in downtown Garden City, KS where we host monthly art exhibits and showcase the talents of local artists in our gift gallery. We also provide public works of art, cultural programs/events and art classes for families, children, and adults.

## ACCOMPLISHMENTS IN 2023

Garden City Arts saw significant growth in both the number and the reach of our programs in 2023. This would not have been possible without the continued financial support of local foundations, businesses, and our community supporters. Here are a few highlights of our accomplishments:

- GCA oversaw the installation of a new public art project on the corner of 8th & Stevens Ave. This sculpture is called 'El Archo/The Arch' and was designed and created by Armando Minjarez.
- In 2023 we hosted 734 art events that resulted in an estimated 19,013 patron interactions! Of those programs, 81% were FREE for participants.
- Through art sales, cash awards, commissions for public art projects, and class fees paid during artist-led workshops, GCA paid \$44,136.05 to local and regional artists!
- Garden City Arts ended the year with a \$10,000 surplus thanks to continued community support and diligent oversight by our Board of Directors. We continue to maintain a 3 month emergency fund as well as our healthy reserve fund that will be utilized for future large-scale endeavors.



Attention: Danielle Burke, Assistant City Manager  
301 N. 8<sup>th</sup> Street  
PO Box 998  
Garden City, KS 67846

From: High Plains Public Radio  
210 N 7th St.  
Garden City, KS 67846

Federal ID # 48-0859735

Contact: Abby Killingsworth  
Development Director  
[akillingsworth@hppr.org](mailto:akillingsworth@hppr.org)  
800-678-7444  
hppr.org

## City of Garden City 2024 Arts Grant Application to Request Funds

|   |   |
|---|---|
| <p>Agency Name:<br/>Primary Contact<br/>Name: Address:<br/>Phone Number:<br/>Email Address:</p> | <p>High Plains Public Radio<br/>Abby Killingsworth<br/>210 N 7th<br/>800 678 7444<br/>akillingsworth@hppr.org</p>   |
| <p>The project or program for which you are requesting funds.</p>                               | <p>Live broadcasting and special recording sessions at Tumbleweed Festival 2024</p>   |
| <p>Requested Amount of Funding</p>  | <p>\$3,900</p>  |
| <p>The specific use of the money requested as it relates to your entire project or program.</p> | <p>HPPR is requesting funding to partner with the Tumbleweed Festival as the sponsor of the regional music stage at the 2024 festival, and have broadcasting rights of those performances. Through partnership with the festival and the funding being applied for here, HPPR will continue the work of cementing Garden City as a live-music destination.</p> <p>This grant will provide funding for HPPR to live broadcast the event, including performances and interviews with the bands, festival staff, community partners, sponsors and attendees.</p> <p>Recordings made during the festival will be produced and aired on our flagship morning music show, "High Plains Morning," and they will also be made available to the Tumbleweed Festival committee for future event promotion.</p> <p>Specifically, this funding would support the extensive staff time needed to: plan, host and produce a live broadcast; capture audio recordings; and edit the audio segments for use on air and by Tumbleweed. Furthermore, these funds would also allow HPPR to sponsor the festival's "Regional Stage," spotlighting local talent and building awareness of our city as a hub for creative expression.</p> |
| <p>Budget for the project or program.</p>   | <p>See page 4</p>   |

|   |   |
|---|---|
| <p>Identify the goal of the project or program.</p>   | <p>HPPR seeks to support local arts programming in the form of both live broadcasting and the recording of live music performances. By participating in the Tumbleweed Festival as both a stage sponsor and by broadcasting and recording performances, HPPR will increase this effort beyond what could be accomplished if the station were to attempt to host and record the same number and caliber of performances on its own.</p> <p>Live broadcasting the event across five states (and streaming worldwide) will increase audience access to the festival, as well as work directly toward the station's mission of nurturing the High Plains identity. These connections grow not only through HPPR's public media platform and our collaboration with the Tumbleweed Festival, but they also lift the profile of Garden City as an event host and ambassador of the arts in our community.</p> <p>The regional stage sponsorship also allows HPPR the ability to expand awareness of the organization's services. Part of the mission of High Plains Public Radio is the enrichment of cultural and community life in our listening region. By sponsoring the regional stage at Tumbleweed, we are ensuring the community of Garden City directly benefits from that enrichment, through live music performances. Because HPPR is a regional broadcasting service, and therefore a platform for awareness, the station also has a unique ability to help the festival expand its audience beyond the current two hundred mile radius. This expansion will have a direct impact on the local tourism sector, as visitors will seek lodging, food and shopping experiences in Garden City.</p> |
| <p>Explain if this is a one-time project or program. If it is not, explain plans for funding in future years.</p> | <p>HPPR considers its partnership with the Tumbleweed Festival as a way to expand awareness of the service the station provides. Basic awareness of the broadcast is a vital first step in the station's ability to grow its revenue.</p> <p>By engaging directly with audience members and musicians through the regional stage and by broadcasting their performances and interviews, HPPR can continue to expand its number of listeners. This is the necessary precursor to increasing the amount of financial support provided by those individual listeners.</p> <p>In this way, the station will have generated the ability, through increased income, to absorb the costs of this partnership into the general operating budget.</p>  |

|  |   |
|--|---|
| Identify other contributors (those already committed and those targeted) to your project or program. | none  |
| If you have received Art Grant funding in the past, please indicate when and how funds were used.    | HPPR received funding in 2023 to sponsor Tumbleweed's regional stage, and to broadcast and record from the event. |

### HPPR Project Budget

| Items   | Total Cost     | City of GC Arts Grant | HPPR's Share of Expenses | Other Sources of Funding |
|---|----------------|-----------------------|--------------------------|--------------------------|
| <b>Live Broadcast and recording</b>   |                |                       |                          |                          |
| Hosts 40 hours x \$30 per hour  | \$1,200        | \$1,200               |                          |                          |
| Support staff (includes pre-production and marketing hours) 60 hours x \$30 | \$1,800        |                       | \$1,800                  |                          |
| Post-event production 40 hours x \$30 per hour                              | \$1,200        | \$1,200               |                          |                          |
| <b>Stage Sponsorship</b>  |                |                       |                          |                          |
| Regional Stage  | \$3,000        | 1500                  | 1500                     |                          |
| Promotion on-air, digital and social media                                  | \$1,400        |                       | \$1,400                  |                          |
| <b>Grand Total</b>  | <b>\$8,600</b> | <b>\$3,900</b>        | <b>\$4,700</b>           | <b>\$0</b>               |

## City of Garden City 2024 Arts Grant Application to Request Funds

**You may provide additional information. However, this form must also be completed.**

|  |   |
|--|---|
| Agency Name:<br>Primary Contact<br>Name: Address:<br>Phone Number:<br>Email Address:                       | Little Leaders of GCK<br>Alyssa Rojas<br>505 College Drive, Garden City, KS 67846<br>620-214-7451<br><a href="mailto:site.director505college@gmail.com">site.director505college@gmail.com</a>   |
| The project or program for which you are requesting funds.   | Classroom art supplies/craft supplies   |
| Requested Amount of Funding  | \$850.00  |
| The specific use of the money requested as it relates to your entire project or program.                   | The use of this money relates to our programs that we provide at Little Leaders allowing all children to explore and create freely in their own innovative ways using the craft supplies. The creative skills used daily help build on our main foundation: lifelong learning and leadership skills.  |
| Budget for the project or program.   | Stickers- \$18.00<br>Lanyard String- \$22.00<br>Water Colors- \$100.00<br>Paint Shirts- \$200.00<br>Tissue Paper- \$45.00<br>Sequins- \$6.00<br>Craft eyes- \$14.00<br>Foam Stickers- \$10.00<br>Buttons- \$13.00<br>Foam Sheet- \$14.00<br>Paint Brushes- \$20.00<br>Stepping Stones- \$150.00<br>Glue- \$25.00<br>Construction paper- \$20.00<br>Sensory bins- \$100.00<br>Ink Pads- \$20.00<br>Pony beads- \$16.00<br>Cool whip- \$50.00<br>Food coloring- \$10.00 |
| Identify the goal of the project or program.   | The goal of our program is to create a nurturing environment and empower early education in all children. We are dedicated to creating a safe, loving, respectful space where all children can freely explore, discover, and grow. While simultaneously creating a strong foundation for lifelong learning and leadership skills.   |
| Explain if this is a one-time project or program. If it is not, explain plans for funding in future years. | This is a one-time project that will benefit our center by allowing us to purchase the necessary art supplies for all children ranging from newborn to school aged to complete handmade crafts within their classrooms. The hands-on fine motor aspect of creating is very important specifically for the age groups we care for. The children are then able to represent the use of their imagination to design and create pieces of art.                            |

|  |   |
|--|---|
| Identify other contributors (those already committed and those targeted) to your project or program. | None  |
| If you have received Art Grant funding in the past, please indicate when and how funds were used.    | I am not aware of any art grants in the past prior to my employment since August of 2023. |

## City of Garden City 2024 Arts Grant Application to Request Funds

**You may provide additional information. However, this form must also be completed.**

|  |  |
|--|--|
| Agency Name:<br>Primary Contact Name:<br>Address:<br>Phone Number:<br>Email Address:                       | Southwest Kansas Community Concerts<br>Fred Asken, President<br>501 North Fifth<br>(620) 272-4848<br>faskren@gmail.com   |
| The project or program for which you are requesting funds.   | Support for SWKCC, a non-profit organization in its 78 <sup>th</sup> year. We bring live entertaining and educational programs to the citizens of southwest Kansas.  |
| Requested Amount of Funding  | \$2,500  |
| The specific use of the money requested as it relates to your entire project or program.                   | The funds will be used to partially pay for artist's fees for the 2024-2025 concert season. We have selected five artists with one outreach program that will perform for Horace Good students.  |
| Budget for the project or program.   | We have allocated \$29,000 for the artist's fees.<br><br>Artists have been scheduled for the 2024-2025 concert season. We stayed within our \$29,000 budget.   |
| Identify the goal of the project or program.   | SWKCC provides quality entertainment to Garden City and outlying communities. Season members can attend concerts in Liberal, Dodge City and Great Bend at no additional cost.<br><br>Members from these towns are also able to attend our concerts. While in Garden City they enjoy shopping and eating in one of our restaurants.<br><br>We also present at least one outreach program to provide music education and exposure to students in the community.                                  |
| Explain if this is a one-time project or program. If it is not, explain plans for funding in future years. | The 2024-2025 season will be the 78 <sup>th</sup> year we have provided musical entertainment and education to the Garden City community. We have been able to do this through loyal membership and generous donations.<br><br>Each spring we have a membership drive. Increasing our membership allows us to continue to bring musical performers to Garden City.<br><br>We continue looking at ways and opportunities to increase awareness of this cultural experience in southwest Kansas. |
| Identify other contributors (those already committed and those targeted) to your project or program.       | 2023-2024 Grants<br>Finnup Foundation<br>Western Kansas Community Foundation<br>Finney County Convention and Visitors Center   |
| If you have received Art Grant funding in the past, please indicate when and how funds were used.          | The funds in the past have been used to pay the artist fees. These fees are paid as the artists perform in Garden City.  |

Please complete and return to Danielle Burke, Assistant City Manager, PO Box 998, Garden City, KS 67846 by 4:00 p.m., January 26, 2024. For a digital version of this form, please visit the City of Garden City website at [www.garden-city.org](http://www.garden-city.org).

**Goal**

The goal of the City of Garden City Arts Grant program is to systematically award funds to persons or organizations that undertake an art project or begin an art program that has a community wide benefit.

**Eligible Applicants**

Any person, civic group, not-for-profit agency or private entity will be considered for receiving funds, except for those applications which would qualify for AFAC funds (which are City awarded annual grants for programs that are related to drug and alcohol prevention) and those applicants which have the ability to levy tax.

**Due Date**

Applications must be received by 4:00 p.m., January 26, 2024. Please mail or hand-deliver to:

Danielle Burke, Assistant City Manager  
301 N. 8<sup>th</sup> Street  
PO Box 998  
Garden City, KS 67846

**Funding**

The City Commission has identified up to \$15,000 in the 2024 Budget to fund the Art Grant Program.

## City of Garden City 2024 Community Grant Application to Request Funds

**You may provide additional information. However, this form must also be completed.**

|  |  |
|--|--|
| Agency Name:<br>Primary Contact Name:<br>Address:<br>Phone Number:<br>Email Address: | Tumbleweed Festival<br>Chris Lobmeyer, President & Cecilia Douglass, grant writer<br>PO Box 296<br>(620) 640-8958, Chris or (620) 640-4918<br>ceciliapearl.d3@icloud.com   |
| The project or program for which you are requesting funds.                           | The Tumbleweed Festival 2024   |
| Requested Amount of Funding  | \$13,000   |
| How will the funds being requested be used to support the proposed program/project?  | All grant money received will help support the execution of Tumbleweed Festival 2024, a live music and arts festival held annually at Lee Richardson Zoo in Garden City.   |
| Please identify the goal(s) of the program/project.                                  | <p>The Tumbleweed Festival board of directors are determined to create a family friendly atmosphere that motivates patrons to attend the 2024 Tumbleweed Festival in record breaking numbers.</p> <p>Long-term goals for the Tumbleweed Festival board of directors would be to ultimately create a free event drawing from a 120 mile radius of Garden City. The achievement of this goal would benefit Garden City and Finney County by way of increases in sales tax revenue, lodging sales tax, and by adding to the quality of life through live music and arts appreciation in southwest Kansas</p> <p>Short-term goals include developing sustainable subcommittees and partnerships that enhance the general financial capacities of the festival. This would support expanding the organization to include a single paid staff member tasked with fund development and community outreach.</p> <p>Historically, the festival has been organized by all-volunteer board members. While this model was appropriate thirty years ago, Garden City has proven to expand in many lucrative areas, live music and arts are experiencing an overwhelming uptick in popularity. If the festival has any hope of continuing this beloved tradition, it must take the lead of our friends at Beef Empire Days, Art in the Park, and Downtown Vision. Most of the current board consists of full time employed and self employed community members united by passions for traditions, music, and community. While humbling as that may seem, the reality of burnout hangs over head each year. The most valuable asset one has is time. The festival has been invaluable since its inception. However, expansion to incorporate working staff, would lay the foundation for this event to grow and expand alongside our community.</p> |

|   |  |
|---|--|
| <p>Is this a one-time program or project? If no, please explain plans for funding in future years.</p>                            | <p>The Tumbleweed Festival is a longstanding community tradition that relies heavily on community and volunteer support each year. The board solicits business sponsorships beginning in January each year. The board writes for other community grants. The board also relies on ticket sales to cover festival expenses. While the festival will prevail, the board recognizes the significance in having additional support for 2024 would support our long-term goal of creating a free festival operating primarily from sponsorships and private donors with the assistance of community grant applications as necessary.</p>  |
| <p>Please identify other anticipated funding sources (those already committed and those targeted) to your program or project.</p> | <p>The Tumbleweed Festival generated \$6,750 in MatchDay contributions in 2023. The board is currently planning a spring fundraiser for April, 20 2024 featuring a live performance at a local venue. Our board aims to raise \$3,500 in funds dedicated to Tumbleweed Festival 2024.</p>  |
| <p>Please estimate the number of people served and/or the direct impact of this program or project.</p>                           | <p>The Tumbleweed Festival is attended by approximately 1500 people each year.</p>   |
| <p>Please explain your implementation plan.</p>   | <p>The Tumbleweed Festival is a 32 year tradition in Finney County offering live music and art appreciation for patrons of all ages. The Tumbleweed Festival features artists ranging from radio hits to local bands and artists. The festival runs two days, generally the last full weekend in August at Lee Richardson Zoo. Children can experience the wonders of Mr. Bones, a puppeteer, whose dinosaur skeleton costumes remain widely requested. Adults can experience a full day and a half of live musical entertainment of many varieties. The festival is then staffed by tumbleweed festival board members and many community volunteer groups and individuals. The board secures all logistics from sound and stage, vendors, and musical line up to marketing, soliciting sponsors, and erecting tents and stages.</p> |
| <p>Please outline the program or project timeline including an estimated start date, end date, and project length.</p>            | <p>As previously mentioned, the Tumbleweed Festival runs the last full weekend in August. Saturday entertainment begins at 10 and runs all day. Sunday entertainment runs from noon to five o'clock.</p>   |

Total itemized budget for program/project:

| <b>Itemized Category (i.e. personnel, benefits, etc.)</b> | <b>Amount</b> |
|---|---------------|
| Entertainers - Mr Bones                                   | 2,000         |
| Sound & Stage   | \$11,000      |
|   |               |
|   |               |
|   |               |
|   |               |
|   |               |

|               |                 |
|---------------|-----------------|
|               |                 |
|               |                 |
|               |                 |
|               |                 |
|               |                 |
|               |                 |
|               |                 |
|               |                 |
| <b>Total:</b> | <b>\$13,000</b> |

# **City of Garden City 2024 Community Grant Application to Request Funds**

## **Goals**

The goals of the Community Grant program are to systematically award funds to persons or organizations that undertake a project or begin a program which has a community wide benefit or a significant benefit to a targeted segment of the population. The Community Grant is also intended to award money for projects or programs that would not customarily be funded through the annual City Budget but serve to meet the identified goals and objectives of the City.

On the following pages, you will find a copy of the adopted goals of the Garden City Commission. These are identified preferences for the coming grant cycle; however, applications will not be disqualified if they do not directly address these goals.

## **Eligible Applicants**

Any person, civic group, not-for-profit agency or private entity will be considered for receiving funds, except for those applications that qualify for AFAC funds (which are City-awarded annual grants for programs that are related to drug and alcohol prevention,) those applications that are eligible for City of Garden City Arts Grant funds, and those applicants which have the ability to levy tax. Please note that, while individuals and organizations outside of Garden City and Finney County may apply, preference is given to local applicants.

Applicants cannot receive Community Grant funds for more than two consecutive years. If you received funding in 2022 and 2023, you will not be eligible again until 2025.

## **How to Apply/Request Funds**

Provide the Community Grant Selection Committee with a narrative that includes all of the following information. **Incomplete applications will not be accepted.**

1. The name of the applicant.
2. Contact information including a phone number, email address, and mailing address.
3. The project or program for which you are requesting funds.
4. The amount of money requested.
5. An itemized budget of the project or program.
6. The specific use of the money requested as it relates to your entire project or program.
7. Identify the goal of the project or program.
8. Explain if this is a one-time project or program. If it is not, explain plans for funding in future years.
9. Identify other contributors (those already committed and those targeted) to your project or program.
10. Estimate the number of people served and/or the direct impact of this project or program.
11. Please explain your implementation plan.
12. A project timeline including an estimated start date, end date, and project length.

13. For construction projects: include a list of at least three firms that have bid to work on the project or an explanation of why the project must be sole source. All firms must be licensed contractors.

### **Due Date**

Applications must be submitted electronically by 4:00 p.m., **January 26, 2024** to Danielle Burke at [Danielle.Burke@gardencityks.us](mailto:Danielle.Burke@gardencityks.us). All applicants will receive a verification email that the application has been received. Additionally, please mail or hand-deliver to:

Danielle Burke, Assistant City Manager  
301 N. 8th  
PO Box 998  
Garden City, KS 67846

### **Funding**

The City Commission has identified a total of \$31,500 in the 2024 Budget to fund the Community Grant Program that will be awarded through a competitive application process.

### **Reporting**

Grant recipients will be required to submit a report indicating how funds were utilized and be invited to provide an update detailing the program's progress to the Board in late 2024. These will be approximately 5-10 minutes for each successful applicant.

## City of Garden City 2024 Arts Grant Application to Request Funds

**You may provide additional information. However, this form must also be completed.**

|  |   |
|--|---|
| Agency Name:<br>Primary Contact Name:<br>Address:<br>Phone Number:<br>Email Address:                       | Turning Point Nazarene Church<br>Nathan Haeck<br>2720 N Campus DR.<br>620-275-4278<br>Pastorhaeck@gmail.com   |
| The project or program for which you are requesting funds.   | Community Sidewalk Encouragment   |
| Requested Amount of Funding  | \$5,000   |
| The specific use of the money requested as it relates to your entire project or program.                   | We will take this money and use it to create encouragement stencils that can be used multiple times over and purchase sidewalk chalk and paint that can be used in various locations around the city.   |
| Budget for the project or program.   | Stencils: \$2,000<br>Sidewalk chalk/ washable paint: \$3,000  |
| Identify the goal of the project or program.   | The goal of this program is to get community members involved in creating encouragement art in different places in our community over the course of the next year.  |
| Explain if this is a one-time project or program. If it is not, explain plans for funding in future years. | This program will be used to create stencils that will be used and can be used for continuing this program well beyond this first year. The cost would go down as the stencils would not need to be purchased each year. We would look for other private sources of funds for future years. |
| Identify other contributors (those already committed and those targeted) to your project or program.       | Other contributors that see the benefit of encouragement and positive mental health might be Live Well, and others that believe in positive connections in our community.   |
| If you have received Art Grant funding in the past, please indicate when and how funds were used.          | None at this point.   |

Please complete and return to Danielle Burke, Assistant City Manager, PO Box 998, Garden City, KS 67846 by 4:00 p.m., January 26, 2024. For a digital version of this form, please visit the City of Garden City website at [www.garden-city.org](http://www.garden-city.org).

**Goal**

The goal of the City of Garden City Arts Grant program is to systematically award funds to persons or organizations that undertake an art project or begin an art program that has a community wide benefit.

**Eligible Applicants**

Any person, civic group, not-for-profit agency or private entity will be considered for receiving funds, except for those applications which would qualify for AFAC funds (which are City awarded annual grants for programs that are related to drug and alcohol prevention) and those applicants which have the ability to levy tax.

**Due Date**

Applications must be received by 4:00 p.m., January 26, 2024. Please mail or hand-deliver to:  
Danielle Burke, Assistant City Manager  
301 N. 8<sup>th</sup> Street  
PO Box 998  
Garden City, KS 67846

**Funding**

The City Commission has identified up to \$15,000 in the 2024 Budget to fund the Art Grant Program.

## City of Garden City 2024 Arts Grant Application to Request Funds

You may provide additional information. However, this form must also be completed.

|  |   |
|--|---|
| Agency Name:<br>Primary Contact<br>Name: Address:<br>Phone<br>Number:<br>Email<br>address:                 | United Presbyterian Church Garden City<br>Andre Wallace and Rev. Doris Evans<br>1719 East Texas Street, Garden City KS 67846<br>620/275-9141<br><a href="mailto:Andre@pcusagardencity.org">Andre@pcusagardencity.org</a>  |
| The project or program for which you are requesting funds.   | ART GRANT   |
| Requested Amount of Funding  | \$ 2,500 - 3, 000   |
| The specific use of the money requested as it relates to your entire project or program.                   | Use of funds allocated to art supplies: Tracing paper, plain paper, designer color markers, apparel (to transfer artwork on to), backpack, picture frame.<br>Art exhibition hosted for the community and memorabilia.<br><br><b>Program Participants would be limited to 20 students from elementary through college.</b>   |
| Budget for the project or program.   | Project expenses:<br><br>Apparel: \$1,000 ( artwork printed on apparel and various items ex: cups)<br>Art exhibition and memorabilia (give-a-ways):\$500.00.<br>Art supplies ( used for artwork ) and backpacks ( for participants) \$1,000.<br>Unexpected expenses (coverage for unexpected number of guest and resources for art showcase: \$500.00.  |
| Identify the goal of the project or program.   | Participants will create art that reflects the pride, community, and heritage of the city. Additionally, this will instill a sense of unity and appreciation for the city of Garden City. It will help them to recognize our common heritage and positive contributions as a city and will provide the youth and adult communities the opportunity to learn, share and express their appreciation for the City of Garden City.<br><br>This program will foster and add social skills among the youth and provide an opportunity of inclusion with diverse members of the community. |
| Explain if this is a one-time project or program. If it is not, explain plans for funding in future years. | This would be a one –time project. Though this is a one-time project there would be a means by which a long-term impact of the program would be measure.<br><br><b>Post-Project Surveys:</b><br>Conduct follow-up surveys with participating artists to gather feedback on how their involvement in the art project has influenced their artistic journey, and personal development.  |

|  |   |
|--|---|
|  | <p><b>Documentation of Community Stories:</b><br/>Document and share stories from community members about how the art project has influenced their perceptions, actions, or involvement in addressing how they feel about the city and how they can play their part in the future of the city.</p> <p><b>Community Dialogues and Forums:</b><br/>Organize periodic community dialogues or forums to discuss and reflect on the positive future of the city. Measure participation levels and the depth of conversations to evaluate the lasting impact of the project on community discourse.</p> |
| Identify other contributors (those already committed and those targeted) to your project or program. | The United Presbyterian Church Garden City is supporting this project and this program would target supporters and contributors from the schools of Garden City (USD457), Garden City Community College, and other educational facilities with the targeted age group of elementary to college.   |
| If you have received Art Grant funding in the past, please indicate when and how funds were used.    | N/A   |

Please complete and return to Danielle Burke, Assistant City Manager, PO Box 998, Garden City, KS 67846 by 4:00 p.m., January 26, 2024. For a digital version of this form, please visit the City of Garden City website at [www.garden-city.org](http://www.garden-city.org).

**Goal**

The goal of the City of Garden City Arts Grant program is to systematically award funds to persons or organizations that undertake an art project or begin an art program that has a community wide benefit.

**Eligible Applicants**

Any person, civic group, not-for-profit agency or private entity will be considered for receiving funds, except for those applications which would qualify for AFAC funds (which are City awarded annual grants for programs that are related to drug and alcohol prevention) and those applicants which have the ability to levy tax.

**Due Date**

Applications must be received by 4:00 p.m., January 26, 2024. Please mail or hand-deliver to:

Danielle Burke, Assistant City Manager  
301 N. 8<sup>th</sup> Street  
PO Box 998  
Garden City, KS 67846

**Funding**

The City Commission has identified up to \$15,000 in the 2024 Budget to fund the Art Grant Program.





**TO:** City Commission  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Celyn N. Hurtado, City Clerk  
**DATE:** April 2, 2024  
**RE:** Executive Session - Personnel

---

**ISSUE:**

Staff requests Governing Body consideration of an Executive Session pursuant to K.S.A. 75-4319(b)(1) pertaining to personnel matters of nonelected personnel and their contractual obligations because if this matter were discussed in open session it might invade the privacy of those discussed.

**BACKGROUND:**

**ALTERNATIVES:**

**RECOMMENDATION:**

**FISCAL NOTE:**



**MEMORANDUM**

**TO:** City Commission  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Celyn N. Hurtado, City Clerk  
**DATE:** April 2, 2024  
**RE:** Executive Session - Real Property

---

**ISSUE:**

Staff requests Governing Body consideration of an Executive Session pursuant to K.S.A. 75-4319(b)(6) pertaining to preliminary discussions relating to the acquisition of real property.

**BACKGROUND:**

**ALTERNATIVES:**

**RECOMMENDATION:**

**FISCAL NOTE:**



**TO:** City Commission  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Courtney E. Prewitt, Chief of Police  
**DATE:** April 2, 2024  
**RE:** Appointment to the Southwest Regional Emergency Planning Council (SWREPC)

---

**ISSUE:**

The Governing Body is asked to consider and approve Garden City Fire Department Firefighter II Cory Rupp for an appointment to the Southwest Regional Emergency Planning Council (SWREPC).

**BACKGROUND:**

The SWREPC is a regional planning council that addresses and carries out the intent and purpose of the State Homeland Security Program, the Law Enforcement Terrorism Prevention Program Grants, and other committee tasks. The council involves the first responders of the 18-county area of Southwest Kansas, which includes: Morton, Stevens, Seward, Meade, Clark, Stanton, Grant, Haskell, Gray, Ford, Hamilton, Kearny, Finney, Wichita, Greeley, Scott, Lane and Hodgeman. Its members serve as a regional emergency planning council for suggestions, ideas, and formulation of proposals concerning the 18 counties in the southwest region which would include, but not be limited to, planning, training, education, and exercises.

Firefighter II Cory Rupp would replace Sergeant Ben Weeks, who has represented the City of Garden City on the council since 2022. Firefighter II Rupp would serve until the City of Garden City deems that someone else needs to be appointed.

**ALTERNATIVES:**

1. The Governing Body may appoint Firefighter II Cory Rupp to the Southwest Regional Emergency Planning Council (SWREPC).
2. The Governing Body may not appoint Firefighter II Cory Rupp to the Southwest Regional Emergency Planning Council (SWREPC) and provide guidance.

**RECOMMENDATION:**

Staff recommends the Governing Body appoint Firefighter II Cory Rupp to the Southwest Regional Emergency Planning Council (SWREPC).

**FISCAL NOTE:**

None.

**ATTACHMENTS:**

[ByLaws\\_SWKRHSC\\_revised\\_030106\\_1.pdf](#)

**BYLAWS  
OF THE  
Southwest Kansas Regional Emergency Planning Council**

**ARTICLE I  
NAME AND PRINCIPAL OFFICE**

**Section 1. Name.** The name of the entity shall be the **Southwest Kansas Regional Emergency Planning Council**, hereinafter referred to as the “**Council .**”

**Section 2. Principal Address.** The official address shall be at the location of the Regional Council Secretary.

**ARTICLE II  
MISSION STATEMENT**

*The Council will continue to support statewide all-hazard preparedness while reducing vulnerabilities to natural or manmade acts. The Council will accomplish this by building capabilities, and developing comprehensive preparedness strategies in partnership with other government agencies and the private sector.*

**VISION**

*Regional citizens and critical infrastructure will be served by the appropriate levels of preparedness measures with respect to any real or potential hazard(s). This will be accomplished through a unified preparedness structure that will protect against today’s hazards and meet the unknown hazards of the future.*

**FOCUS**

*The Council’s security strategy provides the foundation for meeting the State’s vision by focusing on the following three key areas of all hazard preparedness:*

- **Mitigation** – *identify and protect critical infrastructure assets while improving the ability of state and local agencies to gather, analyze, and share information about all hazard activity.*
- **Response** – *identify and close existing gaps in basic emergency response capabilities as well as ensure effective coordination of emergency response to all hazards.*
- **Recovery** – *put plans and resources in place to enable an effective recovery from natural and/or manmade hazards for both public and private entities.*

**PURPOSE**

The purpose of the council drives the requirements for membership.

The initial task for the council will be to examine current response capabilities on a regional level and measure those against the desired (required) target capabilities outlined under the Homeland Security Presidential Directive – 8 and focusing on the regional prioritized vulnerabilities.

From this analysis, the council will identify priorities for improvement and recommend projects for funding.

- A. Carry out the intent and purpose of the State Homeland Security Program and the Law Enforcement Terrorism Prevention Program Grants and other committee tasks which involve the first responders of the 18 county area of Southwest Kansas which includes Morton, Stevens, Seward, Meade, Clark, Stanton, Grant, Haskell, Gray, Ford, Hamilton, Kearny, Finney, Wichita, Greeley, Scott, Lane and Hodgeman.
- B. Serve as a regional emergency planning council for suggestions, ideas, and formulation of proposals concerning the eighteen counties in the southwest region which would include, but not be limited to, planning, training, education and exercise.

### ARTICLE III COORDINATION AND DUTIES

**Section 1. Coordination.** To coordinate the Region's all hazards planning and education of responders and secondary agencies.

**Section 2. Duties.** The duties of the Council shall include:

- a. Establish procedures for obtaining grants involving responders of the Southwest Region.
- b. Recommend guidelines to the various agencies and counties that will help coordinate Southwest Regional activities.
- c. Provide coordination and assistance in conducting regional and local training and exercises to responders and citizens.

### ARTICLE IV CALENDAR YEAR

The fiscal year of the Council shall coincide with the Calendar year, January 1 to December 31.

### ARTICLE V COUNCIL MEMBERS

**Section 1. Composition.** Two guiding principles for populating the council must include both functional disciplines and local government involvement.

The Council shall consist of representatives from the 18 Southwestern Counties, three (3) Class 1 Cities (Garden City, Dodge City, Liberal) and the members of each appointed discipline listed below. Voting members are from the county/city representatives, and functional disciplines appointed to this council. In case of a tie, the Chairperson will be the tie breaking vote. If a member is representing both a Functional Discipline and County/City, they

will only have one (1) vote.

A. Functional Disciplines include:

- (2) Fire Service
- (2) Law Enforcement
  - 1 police and 1 sheriff
- (2) Emergency Management
- (2) Emergency Medical Services
- (1) Public Health
- (1) Hospital
- (1) Public Works
- (1) Public Safety Communications
- (2) Members at large appointed by regional council once formed
  - (1) with agricultural background
  - (1) representing a volunteer/non-profit organization

**Section 2. Selection.** All members of the Council shall become so by virtue of their appointment by the representation of the counties/cities/functional disciplines. When vacancies occur, notice shall be given to the Council. After a resignation has been accepted, a replacement member shall be chosen by the discipline or county/city the member represented.

**Section 3. Term.** The Council members shall serve a minimum of two years though eligible for consecutive terms.

**Section 4. Meetings.** The Council shall hold at least one (1) regular meeting every three (3) months unless sooner convened by the Chairperson, Vice-chairperson or any five (5) members. Any five (5) members may request an emergency meeting as called by the Chairperson or Vice-chairperson. All members shall be notified as to the date, time and location of the meeting. Notices need not state the purpose. Council members present shall constitute a quorum. Any vote by a majority of the quorum shall be the act of all the Council members.

**Section 5. Procedures.** Agendas for the regular meetings will be prepared and distributed to the Council prior to each meeting whenever possible.

## ARTICLE VI OFFICERS

**Section 1. Number and Type.** Officers of the Council shall initially consist of a Chairperson, Vice- Chairperson, and a secretary.

**Section 2. Term.** Officers shall serve for two years, though eligible to run for consecutive terms.

**Section 3. Selection.** Selection of officers shall be made by the Council at the regular meeting before the first of the year, where a simple majority of those eligible to vote shall elect the officer or officers.

**Southwest Kansas Regional Emergency Planning Council  
BYLAWS**

**Section 4. Vacancies.** Officer vacancies due to termination or resignation shall be filled by a majority vote of the Council present; the newly elected officer shall serve in that office for the remainder of the term, but shall be eligible to run for a full term in said office.

**Section 5. Duties.** Duties of the officers shall be as follows:

1. The Chairperson shall preside at all meetings of the Council. The Chairperson shall perform other duties designated by the Council. The Chairperson shall prepare agendas and notices and answer correspondence as directed. The Chairperson shall serve as the official spokesperson for the Council.
2. The Vice-chairperson shall perform such duties as the Chairperson and/or the Council may designate. In the absence of the Chairperson, the Vice-chairperson shall perform the Chairperson's duties.
3. The Secretary shall be responsible for maintaining the minutes of all meetings and maintain all official records of the Council.

**ARTICLE VII  
AMENDMENTS**

**Section 1.** Council members shall be given five (5) days written notice prior to any vote amending these Bylaws.

**Section 2.** Amendments to these Bylaws shall take effect when they have been approved by no fewer than two-thirds of the Council members present at meetings of which notice was properly given.

ADOPTED by the Southwest Kansas Regional Emergency Planning Council

this 7<sup>th</sup> day of June 2006.

Donald L. Button  
Chairperson

Chris Standard  
Secretary



GARDEN CITY  
— KANSAS —  
**MEMORANDUM**

**TO:** City Commission  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** John Presisto, Planner  
**DATE:** April 2, 2024  
**RE:** GC2023-47, Final Plat, Mastin Addition, property generally located north of 2845 E. Prairie Avenue, Garden City, Kansas

---

**ISSUE:**

The Governing Body is asked to consider and approve the Final Plat, Mastin Addition.

**BACKGROUND:**

Duane Palmberg, on behalf of Dan and Donna Mastin, is requesting approval of the final plat of the Mastin Addition. The site is generally located north of 2845 Prairie Avenue. The property is currently zoned "A" Agricultural district and is going through the rezone process (GC2024-10). The proposed plat contains +/- 0.998 acres. There are two existing structures on the property. The property owner would like to construct a garage for private storage. The project will also need to go through the Site Plan Review process.

The plat was presented for review on March 4, 2024, and met the requirements of the Garden City Zoning and Subdivision Regulations.

**ALTERNATIVES:**

1. The Governing Body may approve the final plat.
2. The Governing Body may not approve the final plat.

**RECOMMENDATION:**

The Planning Commission recommended approval of the final plat at the March 21, 2024 meeting. Staff recommends the Governing Body approve the final plat.

**FISCAL NOTE:**

None.

**ATTACHMENTS:**

[PC Minute Excerpt](#)  
[Vicinity Map](#)  
[Final Plat](#)

MINUTES

HOLCOMB - GARDEN CITY - FINNEY COUNTY AREA  
PLANNING COMMISSION

March 21, 2024

The Holcomb-Garden City-Finney County Area Wide Planning Commission scheduled a Public Hearing at 9:00 a.m. Thursday, March 21, 2024, in the City Commission Chambers at the City of Garden City Administrative Center located at 301 N 8<sup>th</sup> 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: Vice-Chairman Collins, Member Crist, Member Randall, and Member Rupp. Also present were Staff Charles, Staff Presisto, and Staff Thompson.

2. APPROVAL OF MINUTES – February 15, 2024

Member Crist made a motion to approve the minutes from February 15, 2024. 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 |
|-------------|---------|-------------|-------|---------|-------------|-------------|---------|------|
| Not Present | Yea     | Not Present | Yea   | Yea     | Not Present | 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

**GC2024-10:** A rezone from “A” Agricultural District to “C-2” General Commercial District for the property generally located north of 2845 East Prairie Avenue and east of Highway 83, Garden City, Kansas, at the request of Duane Palmberg, on behalf of Dan and Donna Mastin.

Staff Presisto- Presented staff report.

Member Crist- The only access he will have on to that will be Prairie Avenue, right? He’ll come in from the south and go north.

Staff Charles- So there is a recorded access easement for this 2845 (Prairie Avenue), I think it is forty feet, that is where their access comes from.

*Member Crist-* There will never be any access from north going south?

*Chair Germann-* So is this area in a flood plain?

*Staff Charles-* Yes, this is in the proposed floodplain. Like Sunflower Crossing, we would require an elevation certificate to see if it drains in that area. Just to the east is the drainage for Sunflower Crossing, so they would get their elevations certificate and whatever drainage they do have on their property they will have to maintain it on their own property.

*Chair Germann-* It always kind of throws me when it says this is not consistent with the comprehensive plan and we go ahead and recommend approval, but we don't change anything with the comprehensive plan.

*Staff Charles-* We've adopted a comprehensive plan, and the future land use is a guiding document of what they thought those areas would be developed as. That is kind of how Sunflower Crossing was developed. You would not want a residential property in this specific location just with access and things like that. So, through the amendment criteria when we are rezoning it, that is a something that you have to consider when thinking of the rezone process. We don't amend the comprehensive plan. It is just one document that we have established. Any time we would amend it would just be updating two separate maps and so it is a little confusing. Just like any of the other things that are in the comprehensive plan, you know this is how we want Garden City to grow, and these are some things that we want to think about. We go through it every year to see some things that we can actually implement. But yes, it is a guiding document.

*Member Rupp-* It looks like a good option because you are not going to put a residence there. It won't be residential. You don't have to go through all the metal buildings to access it. It is obviously not ag land. I think it is a perfect fit.

*OPEN PUBLIC COMMENT*  
*CLOSE PUBLIC COMMENT*

*MEMBER RUPP MADE A MOTION TO RECOMMEND APPROVAL OF THE REZONING FROM "A" AGRICULTURAL DISTRICT TO "C-2" GENERAL COMMERCIAL DISTRICT PER STAFF RECOMMENDATION ALTERNATIVE 1.*

*Member Crist-* If you go straight east of this you have an irregularly shaped lot and that is zoned residential. What if someone were to come in and say I want to build a shop.

*Staff Charles-* They would not be able to. That irregular looking lot is the drainage for Sunflower Crossing. That is where their detention is.

*Member Rupp-* That brings up another question. We have run into this before. We have commercial property that they have to build a fence.

*Staff Charles-* There's some fencing requirements that they'll have to meet. So since it would be rezoned, it would be rezoned to commercial. It would need to go through the site plan review process and provide the stamped plans and provide the landscape requirements and those buffer requirements from residential.

*VICE-CHAIRMAN COLLINS SECONDED THE MOTION.*

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

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

Motion passed.

*The meeting was adjourned at 9:15 A.M.*

---

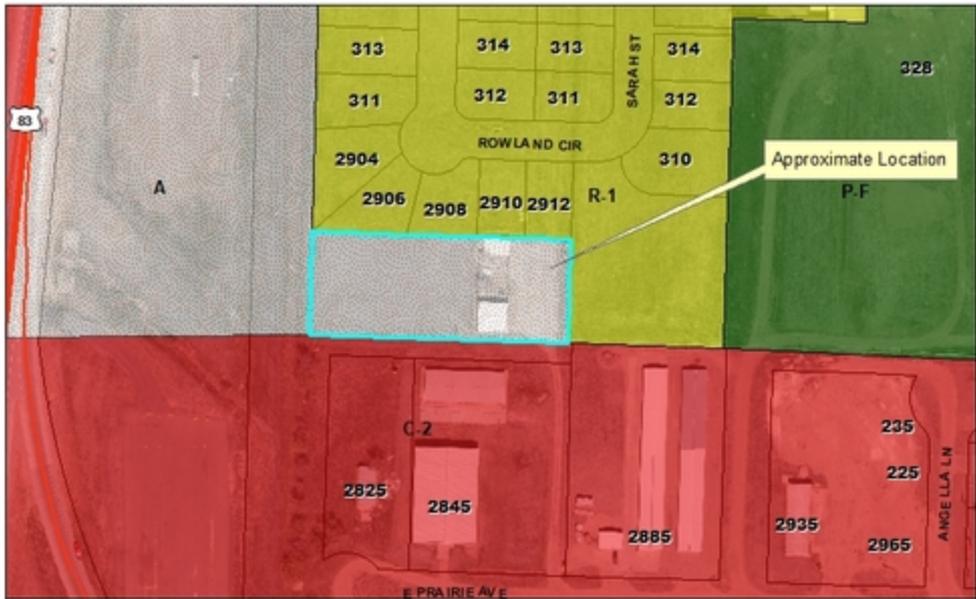
Trent Maxwell  
Aleecya Charles

Secretary  
Staff

---

Vicki Germann  
Sean Collins

Chairman  
Vice-Chairman



Case Number: GC2024-9

Applicant: Duane Palmberg

Address: Generally located north of 2845 East Prairie Avenue and east of Highway 83.

Request: Approval of the plat.



**Mastin Addition**  
 A Plat in the SE/4 of Sec. 16, T24S, R32W  
 in Garden City, Finney County, Kansas

**MEETS REQUIREMENTS**

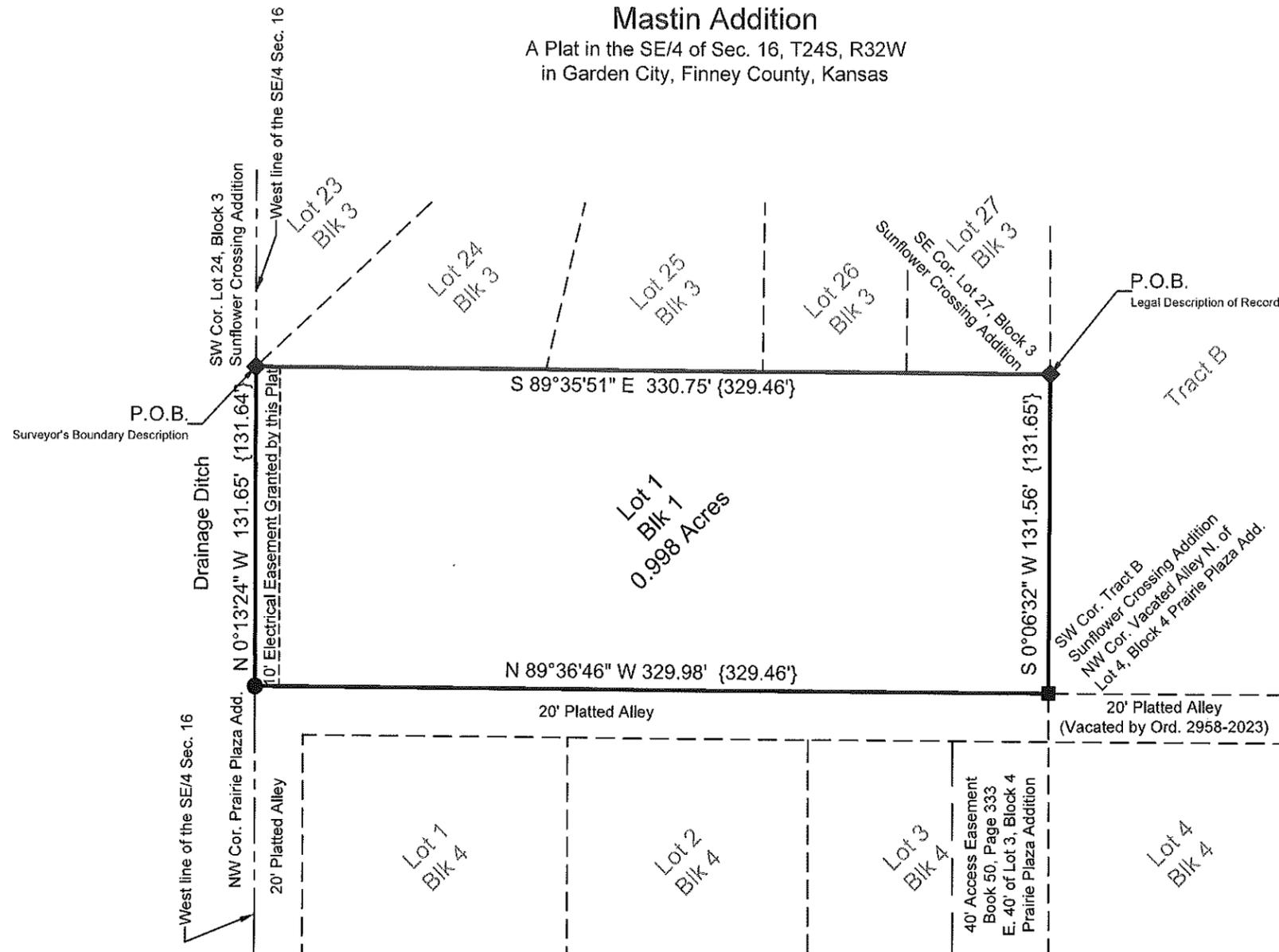
City of Garden City, KS

Project Number: SPGC24-05  
 Approved by: SR  
 Date: 04Mar2024  
 No. of Pages: 2(PLATS)  
2nd Submittal

**RECEIVED**

City of Garden City, KS

Project Number: SPFC24-05  
 Received by: SR  
 Date: 26Feb2024  
 No. of Pages: 2(PLATS)  
2nd Submittal



Vicinity Map  
 Not To Scale

**Palmberg Land Surveying Services, LLC**

605 Main Street P.O. Box 38 Ashland, Kansas 67831  
 Garden City Office (620)277-2002 Ashland Office (620)255-9530  
 duane@plss-ks.com www.plss-ks.com

Notes:

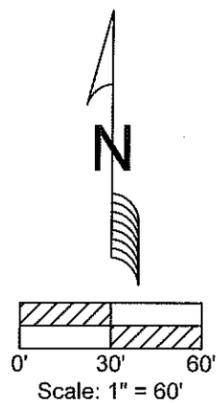
1. No Improvements are shown by agreement with Client
2. The Basis of Bearings is the S. Line Lots 25-27, Block 3, assumed to be S 89°35'51" E.
3. Error of Closure: >1:120,000 0.01'@S 56°06'58" E

Mastin Addition  
 A Plat in the SE/4 of Sec. 16, T24S, R32W FEB 26 2024  
 in Garden City, Finney County, Kansas

File Name: 2023-051

Job Number: 2023-051

BY: Date: 2/07/2024



**LEGEND**

- Found 1/2" Rebar w/Yellow Cap "ProStake CLS305" (Rumbaugh LS1601)
- ◆ Found 1/2" Rebar w/Yellow Cap "CPS CLS292" (Parks LS1289)
- Found 1/2" Rebar (Gaschler PE5541)
- ( ) Platted Distance
- { } Deed Distance

Flood Zone Note:  
 This Plat is entirely located in a Special Flood Hazard Area (SFHA), Zone A.

Building Setback Note:  
 Setback for this plat are in accordance with C-2 General Commercial District Zoning Regulations.





**TO:** City Commission  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** John Presisto, Planner  
**DATE:** April 2, 2024  
**RE:** GC2023-23, Final Plat, Hunters Glen Phase Three A, generally located west of N. 3rd Street and north of Leawood Avenue.

---

**ISSUE:**

The Governing Body is asked to consider and approve the Final Plat, Hunters Glen Phase Three A.

**BACKGROUND:**

Cornerstone Professional Services, Inc., on behalf of Oikos Development Corporation, the developer, is requesting approval of the Final Plat of Hunters Glen Phase Three A. The site is located west of N. 3rd Street and north of Leawood Avenue. The property is currently zoned “R-3” Multiple Family Residential District. All proposed housing for this development is permitted under the existing zoning designation.

The request is to develop +/- 21.8 acres for a proposed residential development to include duplexes, fourplexes, a small commercial lot, and a community center/childcare/park area. Phase Three A will have 12 lots (2 duplexes and 10 fourplexes). The remainder of the lots will be replatted at a later date and will be called Phase 2.

The plat was presented for review on October 5, 2023 and met requirements.

**ALTERNATIVES:**

1. The Governing Body may approve the final plat.
2. The Governing Body may not approve the final plat.

**RECOMMENDATION:**

The Planning Commission recommended approval of the final plat at the October 19, 2023 meeting. Staff recommends the Governing Body approve the final plat.

**FISCAL NOTE:**

None.

**ATTACHMENTS:**

[PC Minute Excerpt](#)  
[Final Plat](#)  
[Vicinity Map](#)

MINUTES

HOLCOMB - GARDEN CITY - FINNEY COUNTY AREA  
PLANNING COMMISSION

October 19, 2023

The Holcomb-Garden City-Finney County Area Wide Planning Commission scheduled a Public Hearing at 9:00 a.m. Thursday, October 19, 2023, in the City Commission Chambers at the City of Garden City Administrative Center located at 301 N 8<sup>th</sup> Street, Garden City, Kansas.

I. CALL TO ORDER

Chairman Haeck 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, Vice-Chair Germann, Member Glass, Member Hitz, Member Michel and Member Rupp. Also present were Staff Charles, Staff Presisto and Staff Thompson.

II. APPROVAL OF MINUTES – September 19, 2023

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

| Anliker | Collins | Crockett | Germann | Glass | Haeck | Hitz | Michel | Rupp |
|---------|---------|----------|---------|-------|-------|------|--------|------|
| Yea     | Yea     | Yea      | Yea     | Yea   | Yea   | Yea  | Yea    | Yea  |

Motion passed.

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

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

IV. GENERAL STAFF REPORT AND UPDATE

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

V. SUBMITTAL OF EXHIBITS FOR THE RECORD

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

VI. NEW BUSINESS

**GC2023-23:** Cornerstone Professional Services has filed an application for consideration of the Hunters Glen Phase 3-A Final Plat, generally located at Snodgrass Avenue & 3<sup>rd</sup> Street, Garden City, KS, at the request of Oikos Development Corp.

Staff Presisto- Presented staff report.

MEMBER COLLINS MADE A MOTION TO RECOMMEND APPROVAL OF THE HUNTERS GLEN PHASE 3-A FINAL PLAT PER STAFF RECOMMENDATION ALTERNATIVE 1. MEMBER ANLIKER SECONDED THE MOTIONS.

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

| Anliker | Collins | Crockett | Germann | Glass | Haeck | Hitz | Michel | Rupp |
|---------|---------|----------|---------|-------|-------|------|--------|------|
| Yea     | Yes     | Yes      | Yea     | Yea   | Yea   | Yea  | Yea    | Yea  |

Motion passed.

**VII. ADJOURN**

*VICE-CHAIR GERMANN MADE A MOTION TO ADJOURN. MEMBER COLLINS SECONDED THE MOTION.*

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

| Anliker | Collins | Crockett | Germann | Glass | Haeck | Hitz | Michel | Rupp |
|---------|---------|----------|---------|-------|-------|------|--------|------|
| Yea     | Yes     | Yes      | Yea     | Yea   | Yea   | Yea  | Yea    | Yea  |

Motion passed.

*The meeting was adjourned at 9:11 A.M.*

---

Trent Maxwell  
Aleecya Charles

Secretary  
Staff

---

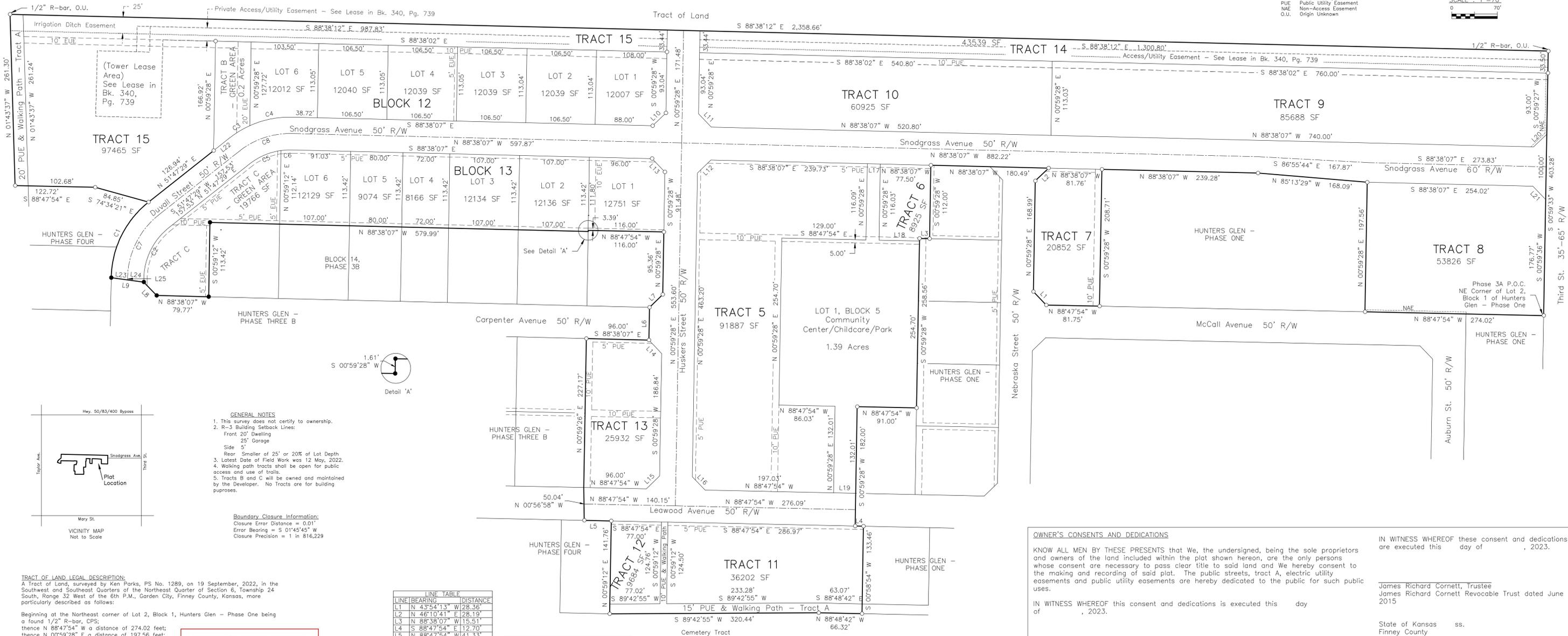
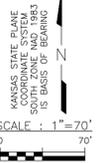
Nathaniel Haeck  
Vicki Germann

Chairman  
Vice-Chairman

# HUNTERS GLEN - PHASE THREE A

A Tract of Land in the NE/4 of Section 6, T24S, R32W,  
Garden City, Finney County, KS.

- LEGEND**
- Found Monument - CPS CLS292 unless noted otherwise
  - Set 1/2" x 24" R-bar & "CPS CLS292" plastic cap
  - R Record Measurement
  - Dred
  - Measured = M
  - EUE Electric Utility Easement
  - NAE Non-Access Easement
  - O.U. Origin Unknown



**GENERAL NOTES**

- This survey does not certify to ownership.
- R-3 Building Setback Lines:  
Front 20' Dwelling  
25' Garage  
Side 5'
- Smaller of 25' or 20% of Lot Depth
- Latest Date of Field Work was 12 May, 2022.
- Walking path tracts shall be open for public access and use of trails.
- Tracts B and C will be owned and maintained by the Developer. No Tracts are for building purposes.

**Boundary Closure Information:**  
Closure Error Distance = 0.01'  
Error Bearing = S 0°14'45" W  
Closure Precision = 1 in 816,229

**TRACT OF LAND LEGAL DESCRIPTION:**  
A Tract of Land, surveyed by Ken Parks, PS No. 1289, on 19 September, 2022, in the Southwest and Southeast Quarters of the Northeast Quarter of Section 6, Township 24 South, Range 32 West of the 6th P.M., Garden City, Finney County, Kansas, more particularly described as follows:

Beginning at the Northeast corner of Lot 2, Block 1, Hunters Glen - Phase One being a found 1/2" R-bar, CPS;  
thence N 88°47'54" W a distance of 274.02 feet;  
thence N 00°59'28" E a distance of 197.56 feet;  
thence N 85°13'29" W a distance of 168.09 feet;  
thence N 88°38'07" W a distance of 239.28 feet;  
thence S 00°59'28" W a distance of 208.71 feet;  
thence N 88°47'54" W a distance of 81.75 feet;  
thence N 43°54'13" W a distance of 28.36 feet;  
thence N 00°59'28" E a distance of 168.99 feet;  
thence N 46°10'41" E a distance of 28.19 feet;  
thence N 88°38'07" W a distance of 180.49 feet;  
thence S 00°59'28" W a distance of 112.00 feet;  
thence N 88°38'07" W a distance of 15.51 feet;  
thence S 00°59'28" W a distance of 258.56 feet;  
thence N 88°47'54" W a distance of 91.00 feet;  
thence S 00°59'28" W a distance of 182.00 feet;  
thence S 88°47'54" E a distance of 12.70 feet;  
thence S 00°59'28" W a distance of 133.46 feet;  
thence N 88°48'42" W a distance of 66.32 feet;  
thence S 89°42'55" W a distance of 320.44 feet;  
thence N 00°59'12" E a distance of 141.76 feet;  
thence N 88°47'54" W a distance of 41.33 feet;  
thence N 00°59'28" W a distance of 50.04 feet;  
thence N 00°59'26" E a distance of 227.17 feet;  
thence S 88°38'07" E a distance of 96.00 feet;  
thence N 00°59'28" W a distance of 50.00 feet;  
thence N 46°10'41" E a distance of 28.19 feet;  
thence N 00°59'28" W a distance of 95.36 feet;  
thence N 88°47'54" W a distance of 116.00 feet;  
thence S 00°59'28" W a distance of 1.61 feet;  
thence N 88°38'07" W a distance of 579.99 feet;  
thence S 00°59'12" W a distance of 113.42 feet;  
thence N 88°38'07" W a distance of 79.77 feet;  
thence N 43°48'46" W a distance of 28.42 feet;  
thence N 82°24'17" W a distance of 50.33 feet;  
thence on a non-tangential curve to the right having a delta angle of 50°48'01", an arc length of 132.99', a radius of 150.00', a chord length of 128.68' and a chord bearing of N 26°23'29" E;  
thence N 74°34'21" W a distance of 84.85 feet;  
thence N 88°47'54" W a distance of 122.72 feet;  
thence N 01°43'37" W a distance of 261.30 feet;  
thence S 88°38'12" E a distance of 2,358.66 feet;  
thence S 00°59'33" W a distance of 403.28 feet to the point of beginning, containing an area of 21.8 acres, more or less.

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | N 43°54'13" W | 28.36    |
| L2   | N 46°10'41" E | 28.19    |
| L3   | N 88°38'07" W | 15.51    |
| L4   | S 88°47'54" W | 12.70    |
| L5   | N 88°47'54" W | 41.33    |
| L6   | N 00°59'28" E | 50.00    |
| L7   | N 46°10'41" E | 28.19    |
| L8   | N 43°48'46" W | 28.42    |
| L9   | N 82°24'17" W | 50.33    |
| L10  | N 46°10'41" W | 28.19    |
| L11  | N 43°49'19" W | 28.38    |
| L12  | N 46°05'47" E | 28.23    |
| L13  | N 43°49'19" E | 28.38    |
| L14  | S 43°54'13" E | 28.34    |
| L15  | S 46°05'47" W | 28.23    |
| L16  | S 43°54'13" E | 28.34    |
| L17  | S 88°38'07" E | 20.00    |
| L18  | N 88°47'54" W | 61.99    |
| L19  | N 88°47'54" W | 33.96    |
| L20  | N 46°10'41" W | 28.19    |
| L21  | S 43°49'17" E | 28.38    |
| L22  | S 51°47'29" W | 30.58    |
| L23  | N 82°24'17" W | 25.17    |
| L24  | N 82°24'17" W | 25.17    |
| L25  | N 00°59'28" W | 2.89     |

| CURVE | DELTA ANGLE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING |
|-------|-------------|--------|------------|--------------|---------------|
| C1    | 50°48'01"   | 150.00 | 132.99     | 128.68       | N 26°23'29" E |
| C2    | 50°48'01"   | 100.00 | 88.66      | 85.79        | S 26°23'29" W |
| C3    | 14°01'32"   | 150.00 | 36.72      | 36.63        | S 58°48'15" W |
| C4    | 25°33'06"   | 150.00 | 66.89      | 66.34        | S 78°55'20" W |
| C5    | 39°23'40"   | 100.00 | 53.05      | 52.43        | N 66°59'19" E |
| C6    | 9°10'59"    | 100.00 | 16.03      | 16.01        | N 01°21'53" E |
| C7    | 50°48'01"   | 125.00 | 110.83     | 107.23       | N 26°23'29" E |
| C8    | 45°50'12"   | 125.00 | 86.34      | 84.63        | N 71°34'41" E |

**RECEIVED**  
City of Garden City, KS  
Project Number: SPGC23-17  
Received by: SR  
Date: 05Oct2023  
No. of Pages: 1(PLAT)  
4th Submittal

**MEETS REQUIREMENTS**  
City of Garden City, KS  
Project Number: SPGC23-17  
Approved by: SR  
Date: 09Oct2023  
No. of Pages: 1(PLAT)  
4th Submittal

**SURVEYOR'S CERTIFICATION**  
This is to certify to the best of my knowledge that the survey of the described land division is accurately represented on this plat.

**COUNTY REVIEW SURVEYOR'S CERTIFICATION**  
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 Surveys.

Ken Parks, PS No. 1289

David J. Matthews

**OWNER'S CONSENTS AND DEDICATIONS**

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 consent are necessary to pass clear title to said land and We hereby consent to the making and recording of said plat. The public streets, tract A, electric utility easements and public utility easements are hereby dedicated to the public for such public uses.

IN WITNESS WHEREOF this consent and dedications is executed this day of \_\_\_\_\_, 2023.

Michael Snodgrass  
Oikos Development Corporation

State of Kansas ss.  
Finney County

This consent and dedications were acknowledged before me, the undersigned officer, by Michael Snodgrass, Oikos Development Corporation this day of \_\_\_\_\_, 2023.

Notary Public

**HOLCOMB/GARDEN CITY/FINNEY COUNTY AREA PLANNING COMMISSION**  
State of Kansas ss.  
Finney County

This plat has been reviewed and is hereby approved this day of \_\_\_\_\_, 2023

Nathaniel Haeck, Chairman Trent Maxwell, Secretary

**THE CITY OF GARDEN CITY, KANSAS**

State of Kansas ss.  
Finney County

The public streets, Tract A, electric utility easements and public utility easements are accepted by the Governing Body of the City of Garden City, Kansas, as shown on this plat, and are hereby dedicated this day of \_\_\_\_\_, 2023.

Deborah Oyler, Mayor

Attest: Celyn N. Hurtado, City Clerk

IN WITNESS WHEREOF these consent and dedications are executed this day of \_\_\_\_\_, 2023.

James Richard Cornett, Trustee  
James Richard Cornett Revocable Trust dated June 30, 2015

State of Kansas ss.  
Finney County

These consent and dedications were acknowledged before me, the undersigned officer, by James Richard Cornett, Trustee, James Richard Cornett Revocable Trust dated June 30, 2015 this day of \_\_\_\_\_, 2023.

Notary Public

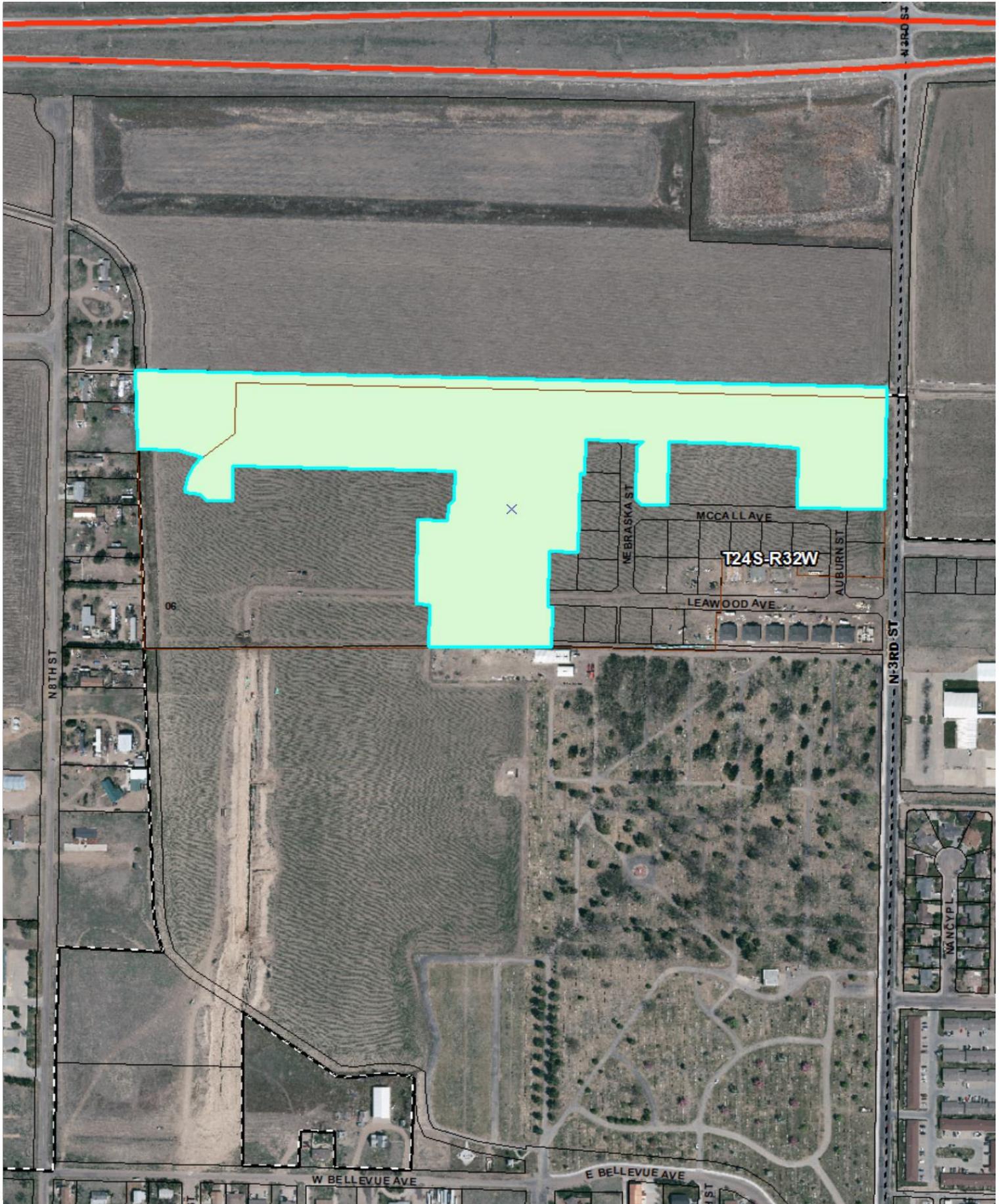
IN WITNESS WHEREOF these consent and dedications are executed this day of \_\_\_\_\_, 2023.

Judith J. Cornett, Trustee  
Judith J. Cornett Revocable Trust dated June 30, 2015

State of Kansas ss.  
Finney County

These consent and dedications were acknowledged before me, the undersigned officer, by Judith J. Cornett, Trustee, Judith J. Cornett Revocable Trust dated June 30, 2015, this day of \_\_\_\_\_, 2023.

Notary Public



Disclaimer: This map is produced by Neighborhood & Development Services and is for informational purposes. This map is not prepared for or suitable for legal, engineering, or surveying purposes.





GARDEN CITY  
— KANSAS —  
**MEMORANDUM**

**TO:** City Commission  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** John Presisto, Planner  
**DATE:** April 2, 2024  
**RE:** GC2023-24, Final Plat, Hunters Glen Phase Three B, generally located west of N. 3rd Street and Leawood Avenue.

---

**ISSUE:**

The Governing Body is asked to consider and approve the Final Plat, Hunters Glen Phase Three B.

**BACKGROUND:**

Cornerstone Professional Services, Inc., on behalf of Oikos Development Corporation, the developer, is requesting approval of the Final Plat of Hunters Glen Phase Three B. The site is located west of N. 3rd Street and Leawood Avenue.. The property is currently zoned “R-3” Multiple Family Residential District. All proposed housing for this development is permitted under the existing zoning designation.

The request is to develop +/- 6.45 acres for a proposed residential development to include duplexes and fourplexes. Phase Three B will have 18 lots (2 duplexes and 16 fourplexes). This development will be requesting the use of RHID.

The plat was presented for review on October 5, 2023 and met requirements.

**ALTERNATIVES:**

1. The Governing Body may approve the final plat.
2. The Governing Body may not approve the final plat.

**RECOMMENDATION:**

The Planning Commission recommended approval of the final plat at the October 19, 2023 meeting. Staff recommends the Governing Body approve the final plat.

**FISCAL NOTE:**

None.

**ATTACHMENTS:**

[PC Minute Excerpt](#)  
[Vicinity Map](#)  
[Final Plat](#)

**MINUTES**

**HOLCOMB - GARDEN CITY - FINNEY COUNTY AREA  
PLANNING COMMISSION**

October 19, 2023

The Holcomb-Garden City-Finney County Area Wide Planning Commission scheduled a Public Hearing at 9:00 a.m. Thursday, October 19, 2023, in the City Commission Chambers at the City of Garden City Administrative Center located at 301 N 8<sup>th</sup> Street, Garden City, Kansas.

**I. CALL TO ORDER**

*Chairman Haeck* 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, Vice-Chair Germann, Member Glass, Member Hitz, Member Michel and Member Rupp. Also present were Staff Charles, Staff Presisto and Staff Thompson.

**II. APPROVAL OF MINUTES – September 19, 2023**

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

| Anliker | Collins | Crockett | Germann | Glass | Haeck | Hitz | Michel | Rupp |
|---------|---------|----------|---------|-------|-------|------|--------|------|
| Yea     | Yea     | Yea      | Yea     | Yea   | Yea   | Yea  | Yea    | Yea  |

Motion passed.

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

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

**IV. GENERAL STAFF REPORT AND UPDATE**

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

**V. SUBMITTAL OF EXHIBITS FOR THE RECORD**

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

**VI. NEW BUSINESS**

**GC2023-24:** Cornerstone Professional Services has filed an application for consideration of the Hunters Glen Phase 3-B Final Plat, generally located at Huskers Street & 3<sup>rd</sup> Street, Garden City, KS, at the request of Oikos Development Corp.

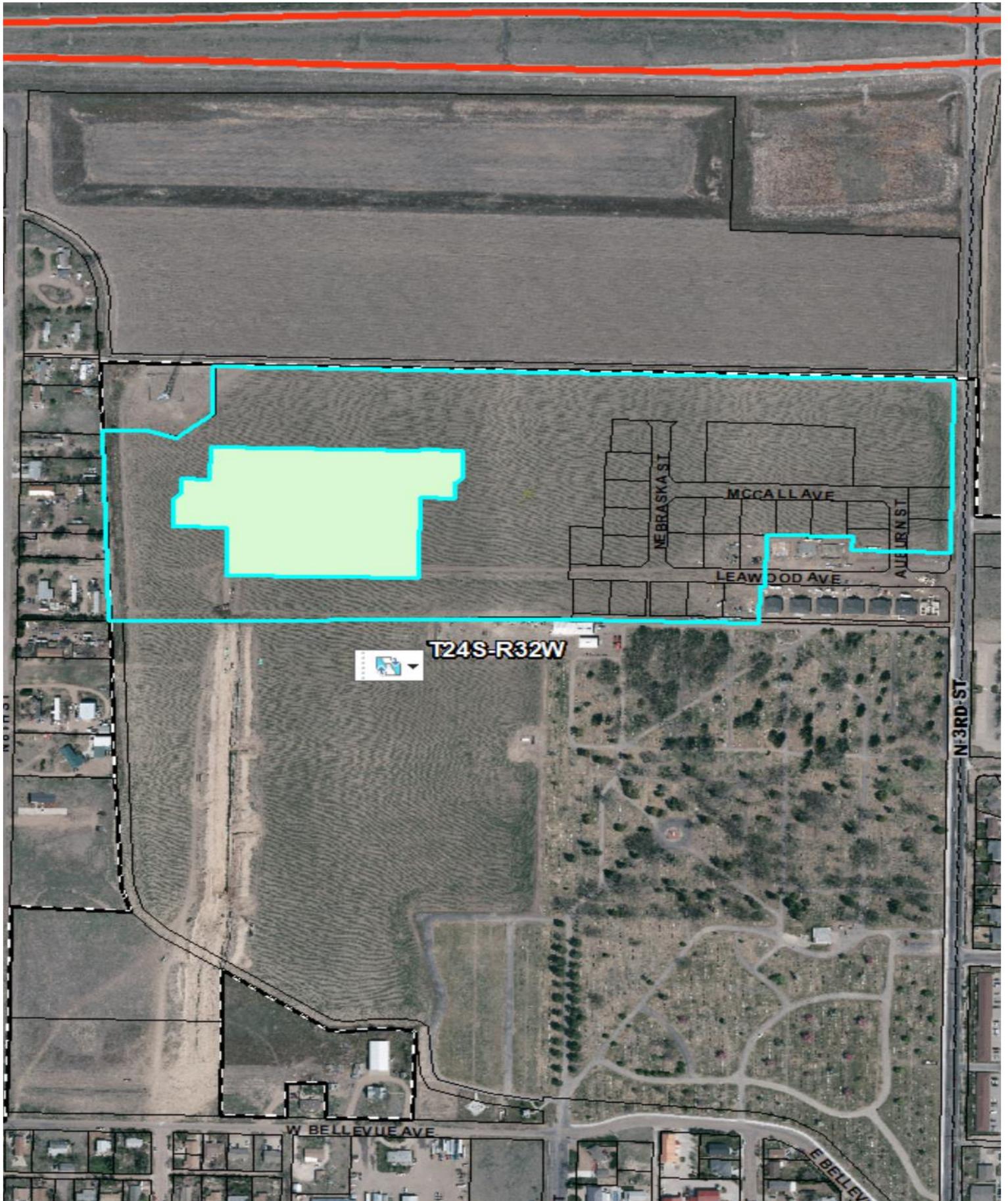
*Staff Presisto*- Presented staff report.

*Member Glass*- I am presuming that the parking is adequate for all of this?

*Staff Charles*- Yes. All the parking will be on their lots as they develop for the duplexes and the four-plexes like they have out there. It’s just out of our control when they park on the street in that area.

*Chairman Haeck*- But the roads are wide enough to accommodate.





Disclaimer: This map is produced by Neighborhood & Development Services and is for informational purposes. This map is not prepared for or suitable for legal, engineering, or surveying purposes.







**TO:** City Commission  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** John Presisto  
**DATE:** April 2, 2024  
**RE:** GC2023-42, Final Plat, Hunters Glen Phase Four, generally located west of N. 3rd Street and Leawood Avenue.

---

**ISSUE:**

The Governing Body is asked to consider and approve the Final Plat, Hunters Glen Phase Four.

**BACKGROUND:**

Cornerstone Professional Services, Inc., on behalf of Oikos Development Corporation, the developer, is requesting approval of the Final Plat of Hunters Glen Phase 4. The site is located west of N. 3rd Street and Leawood Avenue. The property is currently zoned “R-3” Multiple Family Residential District. All proposed housing for this development is permitted under the existing zoning designation.

The request is to develop +/- 5.8 acres for a proposed residential development to include duplexes and fourplexes. Phase 4 will have 16 lots (9 duplexes and 7 fourplexes). This development will be requesting the use of RHID.

The plat was presented for review on October 5, 2023 and met requirements.

**ALTERNATIVES:**

1. The Governing Body may approve the final plat.
2. The Governing Body may not approve the final plat.

**RECOMMENDATION:**

The Planning Commission recommended approval of the final plat at the October 19, 2023 meeting. Staff recommends the Governing Body approve the final plat.

**FISCAL NOTE:**

None.

**ATTACHMENTS:**

[PC Minute Excerpt](#)  
[Vicinity Map](#)  
[Final Plat](#)

MINUTES

HOLCOMB - GARDEN CITY - FINNEY COUNTY AREA  
PLANNING COMMISSION

October 19, 2023

The Holcomb-Garden City-Finney County Area Wide Planning Commission scheduled a Public Hearing at 9:00 a.m. Thursday, October 19, 2023, in the City Commission Chambers at the City of Garden City Administrative Center located at 301 N 8<sup>th</sup> Street, Garden City, Kansas.

I. CALL TO ORDER

Chairman Haeck 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, Vice-Chair Germann, Member Glass, Member Hitz, Member Michel and Member Rupp. Also present were Staff Charles, Staff Presisto and Staff Thompson.

II. APPROVAL OF MINUTES – September 19, 2023

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

| Anliker | Collins | Crockett | Germann | Glass | Haeck | Hitz | Michel | Rupp |
|---------|---------|----------|---------|-------|-------|------|--------|------|
| Yea     | Yea     | Yea      | Yea     | Yea   | Yea   | Yea  | Yea    | Yea  |

Motion passed.

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

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

IV. GENERAL STAFF REPORT AND UPDATE

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

V. SUBMITTAL OF EXHIBITS FOR THE RECORD

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

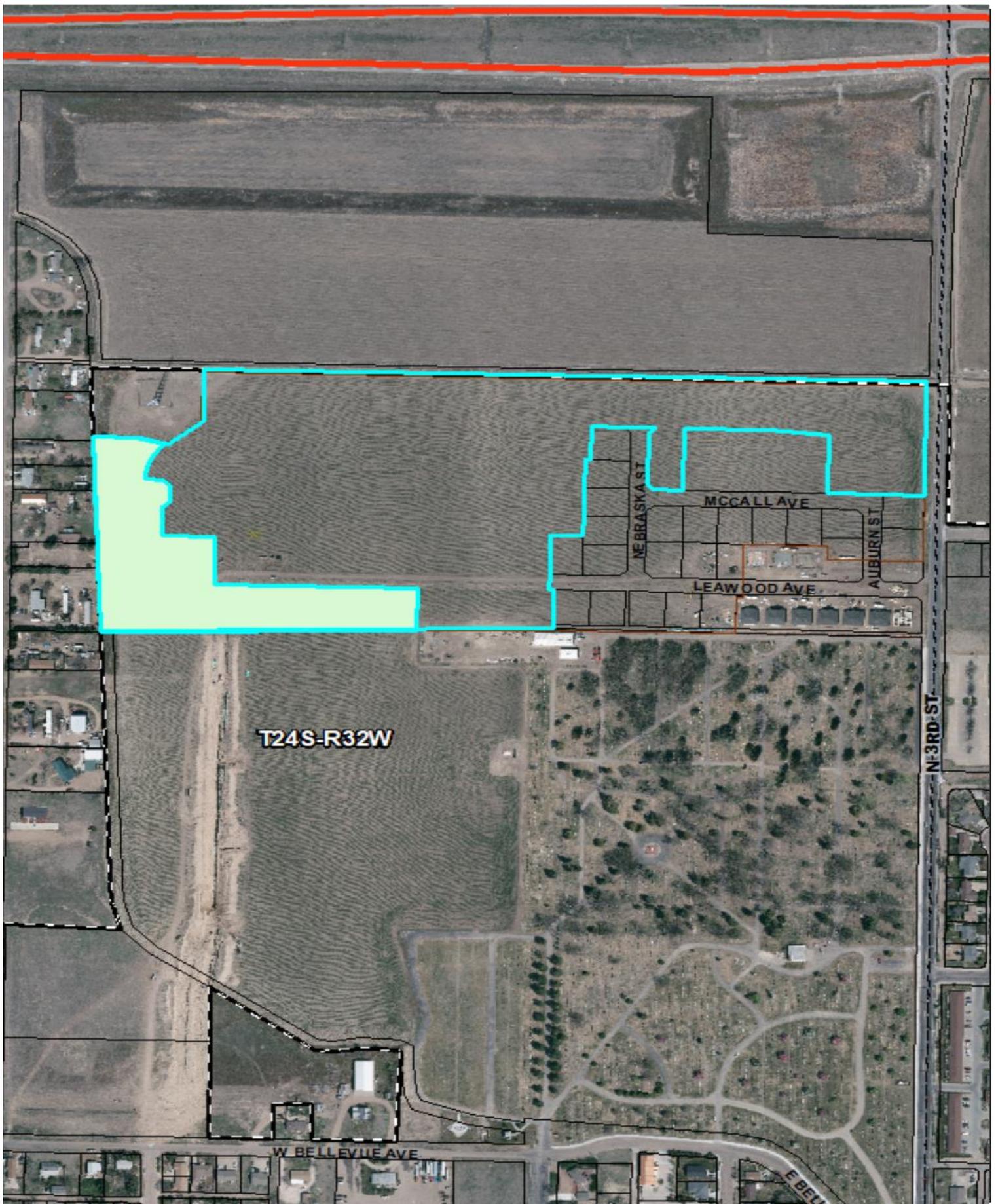
VI. NEW BUSINESS

**GC2023-42:** Cornerstone Professional Services has filed an application for consideration of the Hunters Glen Phase 4 Final Plat, generally located at DuVall & Snodgrass, Garden City, KS, at the request of Oikos Development Corp. Staff Presisto- Presented staff report.

MEMBER HITZ MADE A MOTION TO RECOMMEND APPROVAL OF THE HUNTERS GLEN PHASE 4 FINAL PLAT PER STAFF RECOMMENDATION ALTERNATIVE 1. MEMBER GLASS SECONDED THE MOTION. Votes were taken by yeas and nays and recorded as follows:

| Anliker | Collins | Crockett | Germann | Glass | Haeck | Hitz | Michel | Rupp |
|---------|---------|----------|---------|-------|-------|------|--------|------|
| Yea     | Yes     | Yes      | Yea     | Yea   | Yea   | Yea  | Yea    | Yea  |



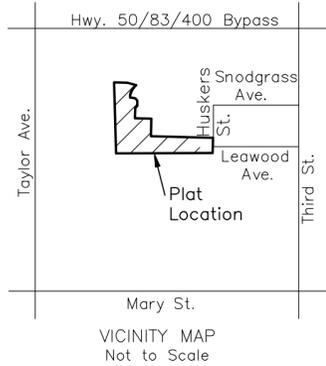


Disclaimer: This map is produced by Neighborhood & Development Services and is for informational purposes. This map is not prepared for or suitable for legal, engineering, or surveying purposes.



# HUNTERS GLEN - PHASE FOUR

A Tract of Land in the NE/4 of Section 6, T24S, R32W,  
Garden City, Finney County, KS.



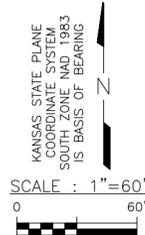
**Boundary Closure Information:**  
Closure Error Distance = 0.02'  
Error Bearing = S 31°37'56" E  
Closure Precision = 1 in 204,612

**GENERAL NOTES**

- This survey does not certify to ownership.
- R-3 Building Setback Lines:  
Front 20' Dwelling  
25' Garage  
Side 5'  
Rear Smaller of 25' or 20% of Lot Depth
- Latest Date of Field Work was 12 May, 2022.
- Walking path tracts shall be open for public access and use of trails. They are not for building purposes.

**LEGEND**

- Found Monument - CPS CLS292 unless noted otherwise
- Set 1/2" x 24" R-bar & "CPS CLS292" plastic cap
- R Record Measurement - Deed in Bk. 353, Pg. 342 & Hunters Glen - Phase 3A & 3B
- 0.00' Measured = M
- EUE Electric Utility Easement
- PUE Public Utility Easement
- CPS Cornerstone Professional Services, Inc.

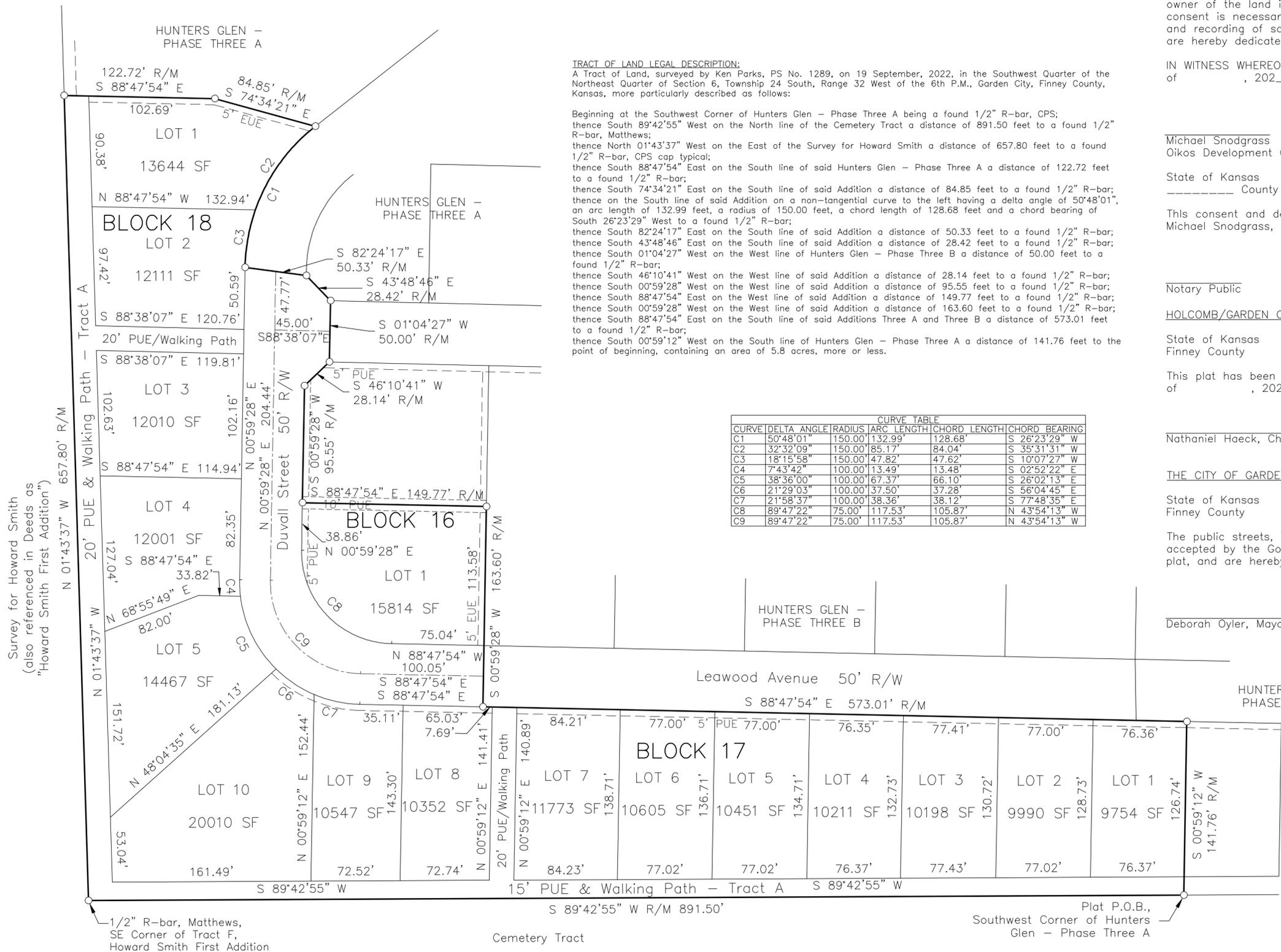


**TRACT OF LAND LEGAL DESCRIPTION:**

A Tract of Land, surveyed by Ken Parks, PS No. 1289, on 19 September, 2022, in the Southwest Quarter of the Northeast Quarter of Section 6, Township 24 South, Range 32 West of the 6th P.M., Garden City, Finney County, Kansas, more particularly described as follows:

Beginning at the Southwest Corner of Hunters Glen - Phase Three A being a found 1/2" R-bar, CPS; thence South 89°42'55" West on the North line of the Cemetery Tract a distance of 891.50 feet to a found 1/2" R-bar, Matthews; thence North 01°43'37" West on the East of the Survey for Howard Smith a distance of 657.80 feet to a found 1/2" R-bar, CPS cap typical; thence South 88°47'54" East on the South line of said Hunters Glen - Phase Three A a distance of 122.72 feet to a found 1/2" R-bar; thence South 74°34'21" East on the South line of said Addition a distance of 84.85 feet to a found 1/2" R-bar; thence on the South line of said Addition on a non-tangential curve to the left having a delta angle of 50°48'01", an arc length of 132.99 feet, a radius of 150.00 feet, a chord length of 128.68 feet and a chord bearing of South 26°23'29" West to a found 1/2" R-bar; thence South 82°24'17" East on the South line of said Addition a distance of 50.33 feet to a found 1/2" R-bar; thence South 43°48'46" East on the South line of said Addition a distance of 28.42 feet to a found 1/2" R-bar; thence South 01°04'27" West on the West line of Hunters Glen - Phase Three B a distance of 50.00 feet to a found 1/2" R-bar; thence South 46°10'41" West on the West line of said Addition a distance of 28.14 feet to a found 1/2" R-bar; thence South 00°59'28" West on the West line of said Addition a distance of 95.55 feet to a found 1/2" R-bar; thence South 88°47'54" East on the West line of said Addition a distance of 149.77 feet to a found 1/2" R-bar; thence South 00°59'28" West on the West line of said Addition a distance of 163.60 feet to a found 1/2" R-bar; thence South 88°47'54" East on the South line of said Additions Three A and Three B a distance of 573.01 feet to a found 1/2" R-bar; thence South 00°59'12" West on the South line of Hunters Glen - Phase Three A a distance of 141.76 feet to the point of beginning, containing an area of 5.8 acres, more or less.

| CURVE | DELTA ANGLE | RADIUS  | ARC LENGTH | CHORD LENGTH | CHORD BEARING |
|-------|-------------|---------|------------|--------------|---------------|
| C1    | 50°48'01"   | 150.00' | 132.99'    | 128.68'      | S 26°23'29" W |
| C2    | 32°32'09"   | 150.00' | 85.17'     | 84.04'       | S 35°31'31" W |
| C3    | 18°15'58"   | 150.00' | 47.82'     | 47.62'       | S 10°07'27" W |
| C4    | 74°34'21"   | 100.00' | 13.49'     | 13.48'       | S 02°52'22" E |
| C5    | 38°36'00"   | 100.00' | 167.37'    | 66.10'       | S 26°02'13" E |
| C6    | 21°29'03"   | 100.00' | 137.50'    | 37.28'       | S 56°04'45" E |
| C7    | 21°58'37"   | 100.00' | 138.36'    | 38.12'       | S 77°48'35" E |
| C8    | 89°47'22"   | 75.00'  | 117.53'    | 105.87'      | N 43°54'13" W |
| C9    | 89°47'22"   | 75.00'  | 117.53'    | 105.87'      | N 43°54'13" W |



**SURVEYOR'S CERTIFICATION**

This is to certify to the best of my knowledge that the survey of the described land division is accurately represented on this plat.

Ken Parks, PS No. 1289

**COUNTY REVIEW SURVEYOR'S CERTIFICATION**

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 Surveys.

David J. Matthews

**OWNER'S CONSENT AND DEDICATIONS**

KNOW ALL MEN BY THESE PRESENTS that I, the undersigned, being the sole proprietor and owner of the land included within the plat shown hereon, am the only person whose consent is necessary to pass clear title to said land and I hereby consent to the making and recording of said plat. The public streets and public utility and electric easements are hereby dedicated to the public for such public uses.

IN WITNESS WHEREOF this consent and dedications are executed this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Michael Snodgrass  
Oikos Development Corporation

State of Kansas ss.  
\_\_\_\_\_ County

This consent and dedications were acknowledged before me, the undersigned officer, by Michael Snodgrass, Oikos Development Corporation this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Notary Public

**HOLCOMB/GARDEN CITY/FINNEY COUNTY AREA PLANNING COMMISSION**

State of Kansas ss.  
Finney County

This plat has been reviewed and is hereby approved this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Nathaniel Haeck, Chairman

Trent Maxwell, Secretary

**THE CITY OF GARDEN CITY, KANSAS**

State of Kansas ss.  
Finney County

The public streets, Tract A, electric utility easements and public utility easements are accepted by the Governing Body of the City of Garden City, Kansas, as shown on this plat, and are hereby dedicated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Deborah Oyler, Mayor

Attest: Celyn N. Hurtado, City Clerk

MEETS REQUIREMENTS

City of Garden City, KS

Project Number: SPGC23-19 REV2

Approved by: SR

Date: 05Feb2024

No. of Pages: 1(PLAT)  
1st Submittal

RECEIVED

City of Garden City, KS

Project Number: SPGC23-19 REV2

Received by: SR

Date: 05Feb2024

No. of Pages: 1(PLAT)  
1st Submittal



**TO:** City Commission  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Courtney E. Prewitt, Chief of Police  
**DATE:** April 2, 2024  
**RE:**

---

**ISSUE:**

Presentation of the minutes from the Public Safety Advisory Board meeting held on January 16, 2024.

**BACKGROUND:**

Attached are the minutes from the Public Safety Advisory Board meeting held on January 16, 2024.

**ALTERNATIVES:**

None.

**RECOMMENDATION:**

None.

**FISCAL NOTE:**

None.

**ATTACHMENTS:**

[PSAB 1.16.24.pdf](#)



## **Public Safety Advisory Board**

**January 16, 2024**

**5:33 p.m. – 6:49 p.m.**

- Present:** Donna Gerstner, Kris Smith, Sonja Taylor, Rita Shumate, Mellaina Johnson, Alex Marnoni
- Staff:** Chief Prewitt, Captain Ochs, Erinn Reyes, Chief Irsik, Lieutenant Patterson
- Absent:** Amber Withington, Carmen De La Torre, Father Cameron Randle, Atim Amy Longa, Mariah Carrillo
- Meeting:** The meeting commenced at 5:33 p.m. Minutes from the meeting on November 21, 2023, were reviewed and approved.

### **I. Report From the Chief**

#### **FIRE DEPARTMENT**

GCFD Staff participated in the Airport Security Tabletop exercise on December 7, 2023.

The GCFD participated in locomotive rescue training with Garden City Western Railroad.

GCFD Staff attended Ammonia Awareness training at Garden City Ammonia Program and completed tours of St. Catherine Hospital's Emergency Department.

In December, First Responders attended an appreciation breakfast hosted by Garden City Community College and a chili feed hosted by the Rotary Club.

The GCFD partnered with Sam's Club and sponsored five families from the Angel Tree, delivering dinner and gifts on December 21, 2023.

Chief Irsik provided updates on the bids for the Mobile Command Post and Station #3.

The Station #3 groundbreaking was held on December 19, 2023, with an expected finish date of July 2025.

On-duty personnel assisted Meals on Wheels with food deliveries on January 11-12, 2024.

Over the course of 2023, a total of 6,695 class hours were logged, with a total of 19,828 hours logged as personnel hours.

GCFD personnel are scheduled to attend a career fair at Horace Good Middle School on January 17, 2024.

Firefighter II Cory Rupp is scheduled to speak to the entire freshman class at GCHS on January 17, 2024.

Erin Stillwagon is attending training at the Emergency Management Institute in Emmitsburg, MD, on January 22-26, 2024.

In January, Chief Irsik and Training Chief Smith started the year-long CPM course.

Firefighter II Ray Hestikind tendered his resignation in November 2023.

Firefighter I Joe Scott tendered his resignation in December 2023.

The unfilled positions at the Garden City Fire Department are as follows:

6 – Firefighter (2024 Staggered Staffing Plan)

### **POLICE DEPARTMENT**

The GCPD, Finney County United Way, and Walmart hosted the first “Shop With A Cop” event on December 16, 2023. Twenty-five children were selected and given the opportunity to shop with a police officer.

The GCPD participated in the Wreaths Across America ceremony at Valley View Cemetery on December 16, 2023.

The GCPD and Finney County Sheriff’s Office (Team Blue) defeated the GCFD and Finney County EMS (Team Red) in the second annual “Red Kettle Ring-Off” on December 16, 2023. With the community’s support, First Responders raised \$3,729.55 for The Salvation Army.

During the New Year’s holiday, the GCPD participated in the “Taking Down DUI” enforcement campaign, concluding with a saturation patrol on January 6, 2024, with the Kansas Highway Patrol and Finney County Sheriff’s Office.

The GCPD is the recipient of the Employer Support of the Guard and Reserve Pro Patria Award.

Officer Julio Morales tendered his resignation, effective December 19, 2023.

Probationary Officer Sebastian Ariza-Cardona tendered his resignation, effective December 28, 2023.

Officer Julian Garcia was assigned K9 Officer, effective January 7, 2024.

Officer McKenzie Haar-Becker transferred to the Intelligence Unit on January 7, 2024.

Police Service Aide Brecken Ralston was sworn in as a full-time Officer on January 8, 2024.

Officer Mason Seery recently completed his field training program and is operating as a solo officer.

Community Service Officer Troy Davis and Communicator Aidaly Heredia-Wilson were selected as the Employees of the Quarter for the third and fourth quarters of 2023.

The unfilled positions at the Garden City Police Department are as follows:

9 – Patrol / 4 – Communicator / 1 – Evidence Technician / 1 – Police Service Aide

The number of GCPD personnel completing training are as follows:

3 – Patrol

Chief Prewitt and Chief Irsik provided an overview of the coordinated emergency response to the January 8-9 blizzard.

### **Report From Board Members and Guests**

Mellaina Johnson expressed her gratitude to the GCPD and GCFD for their service and saving lives during the recent blizzard.

Donna Gerstner thanked Chief Prewitt and Chief Irsik and their departments for all the work they do for the community.

## **II. Adjournment**

The February PSAB meeting will be held on February 20, 2024, at 5:30 p.m.



**TO:** City Commission  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Trent Maxwell, Neighborhood & Development Services Director  
**DATE:** April 2, 2024  
**RE:** Holcomb-Garden City-Finney County Area Planning Commission Minutes - February 15, 2024

---

**ISSUE:**

Presentation of the February 15, 2024, Holcomb-Garden City, Finney County Area Planning Commission Minutes.

**BACKGROUND:**

Attached are the minutes from the February 15, 2024 Holcomb-Garden City-Finney County Area Planning Commission meeting.

**ALTERNATIVES:**

None.

**RECOMMENDATION:**

None.

**FISCAL NOTE:**

None.

**ATTACHMENTS:**

[02 PC Minutes-15FEB24.pdf](#)

**MINUTES**

**HOLCOMB - GARDEN CITY - FINNEY COUNTY AREA  
PLANNING COMMISSION**

February 15, 2024

The Holcomb-Garden City-Finney County Area Wide Planning Commission scheduled a Public Hearing at 9:00 a.m. Thursday, February 15, 2024, in the City Commission Chambers at the City of Garden City Administrative Center located at 301 N 8<sup>th</sup> Street, Garden City, Kansas.

**1. CALL TO ORDER**

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

**2. BOARD OF ZONING APPEALS APPOINTMENTS**

*Member Rupp* made a motion to appoint Vicki Germann as Finney County Board of Zoning Appeals. *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     | Not Present | Yea      | Yea   | Yea     | Yea   | Not Present | Yea     | Yea  |

Motion passed.

*Member Glass* made a motion to appoint Sean Collins as Garden City Board of Zoning Appeals. *Member Anliker* seconded the motion. Votes were taken by yeas and nays and recorded as follows:

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

Motion passed.

*Member Crockett* made a motion to appoint himself as Holcomb Board of Zoning Appeals. *Member Crist* seconded the motion. Votes were taken by yeas and nays and recorded as follows:

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

Motion passed.

**3. APPROVAL OF MINUTES – January 18, 2023**

*Member Rupp* made a motion to approve the minutes from January 18, 2023. *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     | Not Present | Yea      | Yea   | Yea     | Yea   | Not Present | Yea     | Yea  |

Motion passed.

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

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

**5. GENERAL STAFF REPORT AND UPDATE**

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

**6. 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**

**7. NEW BUSINESS**

**FC2024-3:** Pro-Stake Surveying has filed an application for consideration of the Charie Subdivision parcel plat, generally located at 2970 N Anderson Road, Finney County, KS, at the request of Darryl Lee Ball.

*Staff Presisto*- Presented staff report.

*Member Crist*- How many times can you split an acre off of this?

*Staff Charles*- This is a non-conforming lot. It is zoned commercial, so it is a little bit different. The county allows a certain number. For ag land to be split off we require that you do a preliminary plat to lay out the whole thing, but I don't believe we have anything for commercial properties.

*Member Crist*- How does the flood plain play into this?

*Staff Charles*- This property is not in the flood plain. I don't remember the date but when Darryl Ball did the mobile home park that he put out there, we showed that he was in the flood plain. However, he hired someone to show that his property is not in the floodplain. I think that was in 2007 or 2006.

**MEMBER RUPP MADE A MOTION TO RECOMMEND APPROVAL OF THE CHARIE SUBDIVISION PARCEL PLAT PER STAFF RECOMMENDATION ALTERNATIVE 1. MEMBER GLASS SECONDED THE MOTION.**

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

| Anliker | Collins     | Crockett | Crist | Germann | Glass | Michel      | Randall | Rupp |
|---------|-------------|----------|-------|---------|-------|-------------|---------|------|
| Yea     | Not Present | Yea      | Yea   | Yea     | Nay   | Not Present | Abstain | Yea  |

Motion passed.

**H2024-1:** Cornerstone Professional Services, Inc. has filed an application for consideration of the Cambridge Square preliminary plat, generally located South of E. Railroad Ave, between Oldweiler Drive and Kristi Lane, Holcomb, KS, at the request of CAC Development.

*Staff Thompson*- Presented staff report.

*Member Rupp*- What was the Holcomb City Commission discussion and decision?

*Staff Thompson*- Last night they did have some questions about the plat. It will come before them once it is approved through the site plan process. In terms of the rezone, they did approve the rezone to allow the two and larger sections, the R-2, Limited Family, to allow for the townhomes.

General discussion regarding the previous Cambridge Square Phase 4 property rezoning case.

*Member Crist*- We have one here one of the respondents that was in opposition to this. Has that changed at all?

*Wayne King, Neighboring Property Owner*- No, I'm fine. The other question that came up in the Holcomb meeting a month ago was that there was going to be an alley behind these houses (pointed on aerial photo) because there is no

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

**5. GENERAL STAFF REPORT AND UPDATE**

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

**6. 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**

**7. NEW BUSINESS**

**FC2024-3:** Pro-Stake Surveying has filed an application for consideration of the Charie Subdivision parcel plat, generally located at 2970 N Anderson Road, Finney County, KS, at the request of Darryl Lee Ball.

*Staff Presisto-* Presented staff report.

*Member Crist-* How many times can you split an acre off of this?

*Staff Charles-* This is a non-conforming lot. It is zoned commercial, so it is a little bit different. The county allows a certain number. For ag land to be split off we require that you do a preliminary plat to lay out the whole thing, but I don't believe we have anything for commercial properties.

*Member Crist-* How does the flood plain play into this?

*Staff Charles-* This property is not in the flood plain. I don't remember the date but when Darryl Ball did the mobile home park that he put out there, we showed that he was in the flood plain. However, he hired someone to show that his property is not in the floodplain. I think that was in 2007 or 2006.

**MEMBER RUPP MADE A MOTION TO RECOMMEND APPROVAL OF THE CHARIE SUBDIVISION PARCEL PLAT PER STAFF RECOMMENDATION ALTERNATIVE 1. MEMBER GLASS SECONDED THE MOTION.**

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

| Anliker | Collins     | Crockett | Crist | Germann | Glass | Michel      | Randall | Rupp |
|---------|-------------|----------|-------|---------|-------|-------------|---------|------|
| Yea     | Not Present | Yea      | Yea   | Yea     | Nay   | Not Present | Abstain | Yea  |

Motion passed.

**H2024-1:** Cornerstone Professional Services, Inc. has filed an application for consideration of the Cambridge Square preliminary plat, generally located South of E. Railroad Ave, between Oldweiler Drive and Kristi Lane, Holcomb, KS, at the request of CAC Development.

*Staff Thompson-* Presented staff report.

*Member Rupp-* What was the Holcomb City Commission discussion and decision?

*Staff Thompson-* Last night they did have some questions about the plat. It will come before them once it is approved through the site plan process. In terms of the rezone, they did approve the rezone to allow the two and larger sections, the R-2, Limited Family, to allow for the townhomes.

General discussion regarding the previous Cambridge Square Phase 4 property rezoning case.

*Member Crist-* We have one here one of the respondents that was in opposition to this. Has that changed at all?

*Wayne King, Neighboring Property Owner-* No, I'm fine. The other question that came up in the Holcomb meeting a month ago was that there was going to be an alley behind these houses (pointed on aerial photo) because there is no

way to get to the trash service. That was the concern. There was an engineer there that told them that they needed to put an alley.

*General discussion regarding public comment.*

*Staff Crist-* Are you still opposed to this?

*Wayne King-* No I am not opposed to it if they say they move the townhomes to the east of it. If that is what it is they are saying. I'm just wondering if there is going to be an alley behind my house and if I am going to have access to the back of my yard. Theoretically they can build a fence right up to my property. I have no access out of my backyard then. That is why I was wanting an alley in there and the City was wanting an alley.

*Member Rupp-* How do you have access to the backyard now? There is no alley now. Are you just going across their property?

*Wayne King-* Yes, with Dean's (property owner) permission.

*Member Crist-* I would just like to know if these accommodations are going to be met. There was some accention as it stood last month. I understand now that there is no disagreement if there is an alley put it.

*Staff Charles-* Alleys are not required. What they have been working out with the City of Holcomb is having some enclosed trash. They would have a dumpster that would be fenced around so that people could take their trash out is how they have been working it out with the City of Holcomb.

*Member Rupp-* Do you know anything about what he said about the engineer about the there has to be an alley?

*Staff Charles-* The engineer was not at the meeting last night, Holcomb's engineer. The engineer also reviews the plats and that has not been the comment from the engineer.

*Chair Germann-* We are seeing that more and more alleys are not required and in order to get the density where we need it we've had to abandon alleys. Plus, there is upkeep issues.

*Staff Charles-* A lot of the infrastructure now doesn't go in the alley. They are mostly in the front and that is why they have such a big utility easement to get those services out front. They used to go a lot of times in the alley, but with everything being underground now you will see a lot of it being out in the front.

*General discussion regarding housing study article.*

*Member Glass-* I understand that besides the alley issue, that they're mowing the multi-families.

*Staff Charles-* It is not multi-family. The zoning is called multi-limited family, but they are all single-family homes. They are just attached homes where they will own the lot. So, when we did the rezone, this is where they proposed (pointed out the lots on aerial photo).

**MEMBER ANKLIKER MADE A MOTION TO RECOMMEND APPROVAL OF THE CAMBRIDGE SQUARE PRELIMINARY 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     | Not Present | Yes      | Yea   | Yea     | Yea   | Not Present | Abstain | Yea  |

Motion passed.

**H2024-1:** Cornerstone Professional Services, Inc. has filed an application for consideration of the Cambridge Square preliminary plat, generally located South of E. Railroad Ave, between Oldweiler Drive and Kristi Lane, Holcomb, KS, at the request of CAC Development.

*Staff Thompson-* Presented staff report.

*Member Crist-* The Holcomb City Commission is okay with this?

*Staff Charles-* They've approved the rezone. They have not seen the plat. It is a little bit different with RHID, so it won't just go into the next meeting for Holcomb. What they will have to do is start the RHID process which is to set a public hearing and do a development agreement. It'll be a minimum of thirty days timewise if they get everything worked through Holcomb on some of the other components on it, but they are aware of what they are wanting to do.

MEMBER CROCKETT MADE A MOTION TO RECOMMEND APPROVAL OF THE CAMBRIDGE SQUARE FINAL 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     | Not Present | Yes      | Yea   | Yea     | Yea   | Not Present | Abstain | Yea  |

Motion passed.

**Notice of Proposed Annexation into the City boundary.**

Staff Charles- Presented staff report.

Member Glass- Is there any reason why we wouldn't approve that?

Staff Charles- Staff is recommending that you amend it compatible with the comprehensive plan.

Chair Germann- Would the comprehensive plan need to be amended?

Staff Charles- There is no change to the comprehensive plan. What we are considering, they are wanting to use this for residential, so within that area it is the proposed land use. So, we actually don't have to amend it. Here's where city limits stops and all of this (pointed out on aerial photo), the west side of Jennie Barker is what is being annexed into the city. Whenever Petra does their development, the road will be improved as well.

Member Rupp- Who is Petra?

Staff Charles- Petra is a developer. They bought a hotel down by Five-Points and remodeled it. It is housing for workers that are coming into Garden City that are here to do work for a limited time versus staying in a hotel. They have done development kind of within Kansas for multi-family and this is where they anticipate doing the duplexes and apartments.

Chair Germann- Where are they from?

Staff Charles- Wichita I believe. They are local. A couple of them grew up in Holcomb and some of them in the surrounding areas.

MEMBER ANLIKER MADE A MOTION TO RECOMMEND APPROVAL OF THE PROPOSED ANNEXATION PER STAFF RECOMMENDATION ALTERNATIVE ONE. 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     | Not Present | Yes      | Yea   | Yea     | Yea   | Not Present | Yea     | Yea  |

Motion passed.

Discussion ensued.

**Commission Member Reports**

Chair Germann stated concerns with the 2009 FEMA study that the City is currently implementing.

Staff Charles explained the current floodplain information process and gave an update on the new floodplain study being completed by Wilson & Company Engineering.

Staff Charles notified the board of the new Peak Agenda Management Software that the City will be using in the near future.

**8. ADJOURN**

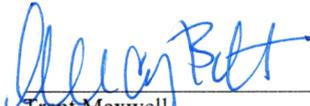
MEMBER GLASS MADE A MOTION TO ADJOURN. MEMBER RUPP SECONDED THE MOTION.

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

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

Motion passed.

*The meeting was adjourned at 10:00 A.M.*



Trent Maxwell  
Aleecya Charles

Secretary  
Staff



Vicki Germann  
Sean Collins

Chairman  
Vice-Chairman



**MEMORANDUM**

**TO:** City Commission  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Trent Maxwell, Neighborhood & Development Services Director  
**DATE:** April 2, 2024  
**RE:** Garden City Board of Zoning Appeals February 13, 2024, Minutes

---

**ISSUE:**

Presentation of the February 13, 2024 Garden City Board of Zoning Appeals February Minutes.

**BACKGROUND:**

Attached are the approved minutes from the February 13, 2024, Garden City Board of Zoning Appeals meeting.

**ALTERNATIVES:**

None.

**RECOMMENDATION:**

None.

**FISCAL NOTE:**

None.

**ATTACHMENTS:**

[GCBZA Minutes 13FEB24.pdf](#)

**MINUTES  
BOARD OF ZONING APPEALS  
GARDEN CITY, KANSAS**

February 13, 2024

The Garden City Board of Zoning Appeals scheduled a Public Hearing at 9:00 a.m. Tuesday, February 13, 2024, in the City Commission Chambers at the City of Garden City Administrative Center located at 301 North 8<sup>th</sup> Street, Garden City, Kansas.

**I. CALL TO ORDER**

Meeting called to order at 9:00 a.m. Present were Member Acosta via Zoom, Vice-Chairman Karhoff, Chairman Mesa via telephone, and Member Rishel. Also in attendance were Secretary Maxwell and Staff Presisto.

**II. ELECTION OF OFFICERS**

Member Rishel made a motion to elect Geoff Karhoff as GCBZA Chairman. Member Mesa seconded the motion. Votes were taken as yeas and nays and recorded as follows:

| Mesa | Rishel | Acosta | Karhoff | Collins     |
|------|--------|--------|---------|-------------|
| Yea  | Yea    | Yea    | Yea     | Not Present |

Member Rishel made a motion to elect Isaac Acosta as GCBZA Vice-Chairman. Chairman Karhoff seconded the motion. Votes were taken as yeas and nays and recorded as follows:

| Mesa | Rishel | Acosta | Karhoff | Collins     |
|------|--------|--------|---------|-------------|
| Yea  | Yea    | Yea    | Yea     | Not Present |

**III. APPROVAL OF MINUTES**

Member Rishel made a motion to approve the minutes from the November 23, 2023. Member Mesa seconded the motion. Votes were taken by yeas and nays and recorded as follows:

| Mesa | Rishel | Acosta | Karhoff | Collins     |
|------|--------|--------|---------|-------------|
| Yea  | Yea    | Yea    | Yea     | Not Present |

Motion passed.

**IV. SUBMITTAL OF EXHIBITS FOR THE RECORD**

- A. City of Garden City Zoning Regulations as amended
- B. City of Garden City Subdivision Regulations of 1996 as amended
- C. City of Garden City 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

**V. NEW BUSINESS**

**GCBZA2024-1:** Adolfo Quezada Velazquez has applied for a building setback variance in a non-conforming mobile home park for the property generally located at 141 Honey Bee Court, Garden City, Kansas.

Staff Presisto- Presented staff report.

Chairman Karhoff- Where is the addition (location) that they are wanting to be built?

Staff Presisto- Pointed to proposed area of construction on the aerial photo.

Member Mesa- Did I understand that it is for a manufactured house?

Staff Presisto- An addition to a manufactured house.

Member Mesa- It appears it meets all the other setbacks.

Staff Presisto- It is similar to the other homes that are already there in that non-conforming mobile home park.

Chairman Karhoff- It would match the others in the neighborhood.

Member Mesa- He is improving that lot, which is nice, as long as it is meeting the other requirements, I understand that he has to have a flood plain certificate now.

Staff Presisto- Not for this one.

Chairman Karhoff- I don't see any issue with encroachments or anything like that.

OPEN PUBLIC HEARING

CLOSE PUBLIC HEARING

MEMBER ACOSTA MADE A MOTION TO APPROVE THE VARIANCE. MEMBER RISHEL SECONDED THE MOTION.

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

| Mesa | Rishel | Acosta | Karhoff | Collins     |
|------|--------|--------|---------|-------------|
| Yea  | Yea    | Yea    | Yea     | Not Present |

Motion passed.

**GCBZA2024-4:** Art Contreras has applied for a building setback variance for the property generally located at 2211 Sandia Circle, Garden City, Kansas.

Staff Presisto- Presented staff report.

OPEN PUBLIC HEARING

CLOSE PUBLIC HEARING

MEMBER RISHEL MADE A MOTION TO APPROVE THE VARIANCE. MEMBER ACOSTA SECONDED THE MOTION.

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

| Mesa | Rishel | Acosta | Karhoff | Collins     |
|------|--------|--------|---------|-------------|
| Yea  | Yea    | Yea    | Yea     | Not Present |

Motion passed.

**VI. ADJOURN**

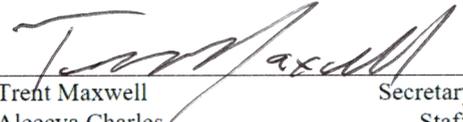
Member Rishel made a motion to adjourn. Member Mesa seconded the motion. Votes were taken by yeas and nays and recorded as follows:

| Mesa | Rishel | Acosta | Karhoff | Collins |
|------|--------|--------|---------|---------|
|      |        |        |         |         |

|     |     |     |     |             |
|-----|-----|-----|-----|-------------|
| Yea | Yea | Yea | Yea | Not Present |
|-----|-----|-----|-----|-------------|

Motion passed.

The meeting was adjourned at 9:12 A.M.

  
 Treht Maxwell Secretary  
 Aleecya Charles Staff

  
 Reynaldo Mesa Chairman  
 Geoff Karhoff Vice-Chairman