



**AGENDA  
CITY COMMISSION MEETING**

**Tuesday, June 6, 2017**

**1:00 PM**

**City Administrative Center, 301 N. 8th Street**

**I. Note:**

**Governing Body will meet at 10:45 a.m. in the Commission Chambers to take a group picture.**

**Pre-meeting at 11:00 a.m. – 11:45 a.m., located in the large meeting room at the City Administrative Center for the Commission to hear the Historic Preservation Plan presentation. Administrative staff will be present and the pre-meeting is open to the public.**

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

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

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

**A. May 16, 2017 City Commission minutes.**

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

**VI. CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES**

**A. The Governing Body is asked to consider and approve a request from Jimmy Deal, on behalf of Leave a Legacy Foundation for the temporary closure of public vehicle access to Lee Richardson Zoo on Saturday, October 7, 2017 from 8:30 a.m. - 10:30 a.m. This request includes a waiver of fees associated with the hanging of banners on the Main Street Zoo fence and at Kansas Avenue and Campus Drive, Third Street and Kansas Avenue, and Third Street and Mary Street from September 2 - October 7. The request also includes permission to place 18" x 24" yard signs in individuals' yards from September 2 - October 7 and then in the yard of St. Catherine Hospital through November 6.**

**B. The Governing Body is asked to consider and approve a request from Brandon Scott, on behalf of Harbor Freight, for a waiver of the temporary**

structure requirements on several dates at their location at 2108 E. Kansas Avenue to hold tent/sidewalk sales.

## **VII. REPORT OF THE CITY MANAGER**

- A. The City has received correspondence from Cox Communications regarding channel line-up changes.
- B. Presentation of the April 2017 Fire Department activity reports.
- C. Presentation of the Monthly Sales Tax Report from Service and Finance.
- D. Congratulations to Firefighter II Adam Patterson on the occasion of being named the 2017 Kansas American Legion Firefighter of the Year!

## **VIII. MEETINGS OF NOTE**

- June 7-8, 2017 - Finney County Economic Development Corporation will be hosting the wKREDA meeting at the Finnup Center from 8:00 a.m. - 5:00 p.m. on the first day and from 8:00 a.m. - noon on the second day
- June 10, 2017 - Beef Empire Days - Chuckwagon Breakfast in Stevens Park from 6:30 a.m. - 9:30 a.m.
- June 10, 2017 - Beef Empire Days Parade on Main Street at 10:30 a.m. and Chuckwagons and entertainment immediately following parade at Lee Richardson Zoo on the west green until 5:00 p.m.
- June 12, 2017 - Joint Meeting of the Governing Bodies of Garden City, Holcomb and Finney County at 11:30 a.m. in the Carol Brown Conference Room at the Finney County Administrative Center
- June 17, 2017 - Legislative Coffee at St. Catherine Hospital, Classroom B at 10:00 a.m.
- June 28, 2017 - Finney County Economic Development Corporation meeting at the City Administrative Center in the Chambers at 7:30 a.m.
- July 6, 2017 - Regular City Commission meeting at the City Administrative Center in the Chambers at 9:00 a.m. (rescheduled from the original date of July 4, 2017)
- July 8, 2017 - Jungle Run Car Show on the west green of Lee Richardson Zoo from 8:00 a.m. - 3:00 p.m.
- August 19, 2017 - Downtown Banner Art Walk on Main Street from 4:00 p.m. - 7:00 p.m.
- September 16, 2017 - Fall Fest 2017 - Downtown Garden City

## **IX. CONSIDERATION OF APPROPRIATION ORDINANCE**

- A. Appropriation Ordinance No. 2436-2017A

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

- A. Resolution No. \_\_\_\_\_-2017, 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. (513 N. Twelfth Street - white pickup, grey car, blue car; 2108 N. C Street - blue car)

- B. The Governing Body is asked to consider and approve a resolution establishing a Rural Housing Incentive District.
  - 1. Resolution No. \_\_\_\_\_-2017, a resolution making certain findings and determinations as to the need for the housing within the City of Garden City, Kansas and setting forth the legal description of real property proposed to be designated as a Rural Housing Incentive District within the City.

## **XI. OLD BUSINESS**

- A. City Manager Allen will provide an update on the STAR Bond Project. The Governing Body is asked to approve submittal to the Secretary of Commerce for a second extension to the project approval period.
- B. The Governing Body is asked to consider and approve projects for a General Obligation Bond issue in 2017.

## **XII. NEW BUSINESS**

- A. 1:30 p.m. - Charles H. Claar Jr., Theresa Dasenbrock, and Kristen Sekavec, from accounting firm Lewis, Hooper & Dick, LLC, will present the City's 2016 Comprehensive Annual Financial Report.
- B. The Governing Body is asked to consider and approve the bid from Multicon, Inc., for the terminal apron rehabilitation, construction of Runway 17-35 repairs and replacement of airfield holding position signs at the Garden City Regional Airport - Airport Improvement Program (AIP) 3-20-00-24-39.
- C. Review of Tax Funds & their Support Funds - Recreation Commission (#25), Bond & Interest (#40), Airport (#60), Airport Improvement (#61). Review of Internal Service Funds - Health Insurance (#55), Health Insurance Reserve (#56). Review of General Fund Departmental Expenditures (#001).
- D. ***Consent Agenda for approval consideration:***

(The items listed under this "consent agenda" are normally considered in a single motion and represent items of routine or prior authorization. Any member of the Governing Body may remove an item prior to the vote on the consent agenda for individual consideration.)

- 1. The Governing Body is asked to consider and approve Task Order Number 6 between the City of Garden City and HNTB for construction observation services for the terminal apron rehabilitation, construction of Runway 17-35 repairs and replacement of airfield holding position signs at the Garden City Regional Airport - Airport Improvement Program (AIP) 3-20-00-24-39.
- 2. The Governing Body is asked to consider and approve the Application for Federal Assistance for the terminal apron rehabilitation, construction of Runway 17-35 repairs and replacement of airfield holding position signs at the Garden City Regional Airport - Airport Improvement Program (AIP) 3-20-00-24-39.

3. The Governing Body is asked to consider and approve the Crop Lease Agreements for Crop Tract C1 and Crop Tract C2 between the City of Garden City and Michael J. Richmeier for crop land located at the Garden City Regional Airport.
4. The Governing Body is asked to consider and approve bids received May 31, 2017 for the Kansas Avenue FY2017 KLINK project.
5. The Governing Body is asked to consider and approve the purchase of a self- contained breathing apparatus compressor.
6. The Governing Body is asked to consider and approve the low bid from 3G Electric to install electrical equipment for the SCADA Upgrade Project.
7. The Governing Body is asked to consider and approve the bid from Mid-America Equipment for a 2107 Vacuum Excavator.
8. The Governing Body is asked to consider and approve the contractor licenses.
9. The Governing Body is asked to consider and approve the Cereal Malt Beverage licenses.

### **XIII. CITY COMMISSION REPORTS**

A. Commissioner Law

B. Commissioner Fankhauser

C. Commissioner Cessna

D. Mayor Dale

E. Commissioner Doll



#### **XIV. OTHER ENTITIES**

Presentation of the April 24, 2017 minutes from the Garden City Recreation Commission.

Presentation of the Police/Citizens Advisory Board meeting minutes from May 16, 2017.

#### **XV. ADJOURN**



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Celyn N. Hurtado, City Clerk  
**DATE:** June 6, 2017  
**RE:** 05-16-2017 City Comm minutes

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**ISSUE:**

May 16, 2017 City Commission minutes.

**BACKGROUND:**

None.

**ALTERNATIVES:**

None.

**RECOMMENDATION:**

None.

**FISCAL NOTE:**

None.

**ATTACHMENTS:**

Description	Upload Date	Type
05-16-17 CC Minutes	6/2/2017	Backup Material

# **THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS**

City of Garden City

May 16, 2017

## **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 on Tuesday, May 16, 2017.

All members were present. Commissioner Doll opened the meeting with the Pledge of Allegiance to the Flag and the Invocation.

## **Approval of Minutes**

May 2, 2017 City Commission minutes.

## **Consideration of Petitions, Memorials and Remonstrances**

The Governing Body recognized and congratulated the graduates of 2017 Citizen's Academy.

Conny Bogaard	Keith Collins	Jenny Hands
Trevor Hands	Amy Longa	Josh Larson
Lauren Lohfink	Angela Mastellar	Larry Mastellar
Raquel Ohrman		

The Garden City Police Department recognized the 27 participants who completed the Spring 2017 Student Police Academy.

Bryan Alvarado	Priscila Anchondo	Gisela Argueta
Zachary Bradley	Keegan Dacus	Preston Dunlap
Kelvin Fuentes	Jesus Gil	Saide Gomez
Marc Guitron	Isabel Leyva	Bethzy Madrigal
Kevin Mahoney	Isabel Medina	Kaytlynn Mora
Kiley O'Dell	Zane Oller	Khamde Pak
Gracie Relph	Carlos Rubio	Melana Satoe
Mackenzie Swan	Peighton Tabor	Jenifer Veleta
Paulina Villa	Ian Wills	Cody Zeigler

The Governing Body considered and approved allowing the Mayor to proclaim May 15-21, 2017 as National Police Week. A ceremony is scheduled for May 19, 2017 at 10 a.m. to be held at the Finney County Law Enforcement Center.

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

Ayes: Cessna, Dale, Doll, Fankhauser, Law

The Governing Body considered and approved allowing the Mayor to proclaim May 2017 as

Month of the Military Caregiver.

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

Ayes: Cessna, Dale, Doll, Fankhauser, Law

## **Report of the City Manager**

The deadline to file for City Commission is noon on Thursday, June 1, 2017.

Congratulations to the City Electric Department on the occasion of being recognized by the American Public Power Association as a Reliable Public Power Provider.

Staff updated the Governing Body on efforts to clean public facilities and assist residents with removing downed trees and broken limbs from their properties following the April 29-30 winter storm.

Presentation of the April 2017 staff report from the Garden City Regional Airport.

Presentation of the April 2017 Building Report from Neighborhood & Development Services.

Presentation of the April 2017 Code Compliance Report from Neighborhood & Development Services.

Presentation of the April 2017 Cemetery Report.

Presentation of the April 2017 Monthly Financial Report from Service and Finance.

Presentation of the April 2017 Master activity report from the Garden City Police Department.

Presentation of the April 2017 monthly staff report from Lee Richardson Zoo.

## **Meetings of Note**

- May 14, 2017 - Celebrate Mother's Day at Lee Richardson Zoo from 8:00 a.m. - 7:00 p.m.
- May 16, 2017 - Blues at the Zoo on the west green of Lee Richardson Zoo at 6:00 p.m.
- May 18, 2017 - FCEDC Business 2 Business Breakfast; "Emotional Commitment = Employee Engagement: at the Finney County Community Services Building at 7:30 a.m.
- May 18, 2017 - Kansas Water Authority meeting at the Clarion Inn at 8:00 a.m.
- May 19, 2017 - Police Memorial Day at the Law Enforcement Center from 10:00 a.m. - 10:20 a.m.
- May 19, 2017 - Coffee with a Cop at the Law Enforcement Center from 10:30 a.m. - 12:00 p.m.
- May 19, 2017 - Endangered Species Day at Lee Richardson Zoo from 3:00 p.m. - 6:00 p.m.
- May 19 - 28, 2017 - Beef Empire Days - Ottaway Amusements Carnival at Exhibition Building parking lot

- May 20, 2017 – Legislative Coffee at St. Catherine Hospital, Classroom B at 10:00 a.m.
- May 20, 2017 - Lee Richardson Zoo - 90th Birthday Bash from 10:00 a.m. - 4:00 p.m.
- May 30, 2017 - City Commission Town Hall meeting at the City Administrative Center, Commission Chambers at 7:00 p.m.
- June 10, 2017 - Beef Empire Days - Chuckwagon Breakfast in Stevens Park from 6:30 a.m. - 9:30 a.m.
- June 10, 2017 - Beef Empire Days Parade on Main Street at 10:30 a.m. and Chuckwagons & entertainment immediately following parade at Lee Richardson Zoo on the west green until 5:00 p.m.
- June 12, 2017 - Joint Meeting of the Governing Bodies of Garden City, Holcomb and Finney County at 11:30 a.m. in the Carol Brown Conference Room at the Finney County Administrative Center
- July 8, 2017 - Jungle Run Car Show on the west green of Lee Richardson Zoo from 8:00 a.m. - 3:00 p.m.

### **Consideration of Appropriation Ordinance**

Appropriation Ordinance No. 2435-2017A

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

Ayes: Cessna, Dale, Doll, Fankhauser, Law

### **New Business**

Finance Director Hitz reviewed the 2018 City Manager's Proposed Budget Enterprise & Support Funds - Electric Capital Reserve (#67), Electric Utility (#68), Utility Deposit (#69), Water & Wastewater Utility (#80), Wastewater Repair & Replacement (#81), and Water Maintenance Reserve (#82).

### ***Consent Agenda***

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

Ayes: Cessna, Dale, Doll, Fankhauser, Law

The Governing Body considered and approved the low bid from KanEquip Inc., for a tractor with a loader, rear blade, and a 20' mower attachment for the Garden City Regional Airport in the total amount of \$69,230.00.

Bidders	Non-Taxable Cost	Less Gov't Discount	Less John Deere Tractor	Less Gallion Grader	Total Cost	Delivery Date	Exceptions & Comments
KanEquip Inc. – 2017 New	\$126,998.28	\$31,749.57	\$8,676.36	\$12,281.25	\$74,291.10	2-3 wks	16x powershift

Holland TS6.120P							transmission. Low range 1 <sup>st</sup> gear is .9 mph. Same as creep gear
KanEquip Inc. 2017 New Holland T6.145	\$143,794.85	\$35,948.71	\$8,676.36	\$12,281.25	\$86,888.53	2-3 wks	
KanEquip Inc. 2017 Kubota M6-111	\$120,250.15	\$30,062.54	\$8,676.36	\$12,281.25	\$69,230.00	2 wks	
KanEquip 2017 New Holland TS6.120V	\$125,386.15	\$31,346.54	\$8,676.36	\$12,281.25	\$73,082.00	2-3 wks	
American Implement, Inc. 2017 John Deere 612E	\$126,393.00	\$24,174.70	\$8,500.00	\$14,000.00	\$79,718.30	14 wks	
American Implement, Inc. 2017 John Deere 5120M	\$154,893.00	\$31,591.24	\$8,500.00	\$14,000.00	\$100,801.76	29 wks	
Garden City Farm Equipment 2017 Case IH Maxxum 115	\$165,076.00	\$47,763.00	\$12,000.00	\$12,000.00	\$93,313.00	4-16 wks	
Garden City Farm Equipment 2017 Case IH Maxxum 115	\$140,583.00	\$36,406.00	\$12,000.00	\$12,000.00	\$80,177.00	4-16 wks	

The Governing Body considered and approved the Fourth Amendment to Lease and Operations Agreement between Sherif Dullovi, Giovanni Dullovi and the City of Garden City for the rented restaurant space at Garden City Regional Airport.

The Governing Body considered and approved the contractor licenses for May 16, 2017.

The Governing Body considered and approved a Cereal Malt Beverage license for May 16, 2017.

### **Other Entities**

Presentation of the April 13, 2017 minutes from the Garden City Regional Airport Advisory Board.

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

ATTEST:

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Celyn N. Hurtado, City Clerk

A. Commissioner Doll commented that the Finney County Explorer Program is a great program for the youth in our community and thanked those involved. Commissioner Doll commended staff for their work during the storm cleanup efforts around the City. Commissioner Doll congratulated the Electric Department on being recognized as a Reliable Public Power Provider by the American Public Power Provider Association. Commissioner Doll thanked all Police officers and Military Caregivers for the work they do in the community and was happy to see them recognized with proclamations.

B. Commissioner Law echoed the thoughts of Commissioner Doll regarding the Finney County Explorer Program, the storm cleanup efforts by staff and the Reliable Public Power recognition. Commissioner Law thanked staff for going above and beyond in their work every day and especially during Citizens Academy.

C. Commissioner Fankhauser stated the pre-meeting topic about the airport was a good presentation and he is happy to see the new marketing efforts for the airport. Commissioner Fankhauser thanked City staff for the storm cleanup efforts. Commissioner Fankhauser thanked Finney County staff for their assistance in the storm cleanup efforts as well.

D. Commissioner Cessna echoed the thoughts of the other commissioners on the academies and the great staff that the City has employed.

E. Mayor Dale echoed the thoughts of the other Commissioners. Mayor Dale stated he would be gone on vacation for a few days, but should be back for the Town Hall meeting on Tuesday, May 30, 2017 at 7:00 p.m. Mayor Dale encouraged citizens to attend the Police Officers Memorial Ceremony that would take place in front of the Law Enforcement Center on May 19, 2017 at 10:00 a.m. Mayor Dale commented that the city has the greatest employees around and specifically recognized Assistant City Manager Cunningham in her efforts with the Big Pool. Mayor Dale encouraged others to come out and help get the Big Pool set up on Wednesday, May 17, 2017.



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Celyn N. Hurtado, City Clerk  
**DATE:** June 6, 2017  
**RE:** 2017 Leave a Legacy request

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### **ISSUE:**

The Governing Body is asked to consider and approve a request from Jimmy Deal, on behalf of Leave a Legacy Foundation for the temporary closure of public vehicle access to Lee Richardson Zoo on Saturday, October 7, 2017 from 8:30 a.m. - 10:30 a.m. This request includes a waiver of fees associated with the hanging of banners on the Main Street Zoo fence and at Kansas Avenue and Campus Drive, Third Street and Kansas Avenue, and Third Street and Mary Street from September 2 - October 7. The request also includes permission to place 18" x 24" yard signs in individuals' yards from September 2 - October 7 and then in the yard of St. Catherine Hospital through November 6.

### **ALTERNATIVES:**

1. Approve the requests for the 2017 Legacy 10-K and Spirit 5-K Road Races.
2. Deny the requests.

### **RECOMMENDATION:**

Staff recommends Alternative 1.

### **FISCAL NOTE:**

None.

### **ATTACHMENTS:**

Description	Upload Date	Type
2017 Leave a Legacy request letter	6/1/2017	Backup Material
2017 Leave a Legacy - SER request	6/1/2017	Backup Material
2017 Leave a Legacy map	6/2/2017	Backup Material





March 1<sup>st</sup>, 2017

To: The City of Garden City & the City Commission  
P.O. Box 998  
Garden City, KS 67846-0998

Re: 2017 Legacy 10-K and Spirit 5-K

To Whom It May Concern,

This letter is to serve as formal request for approval and assistance of the City of Garden City with the up-coming Legacy 10-K and Spirit 5-K Road Races. These races are to be held on October 7<sup>th</sup>, 2017. They will begin at 8:30 am. In the past both races started and ended in the Lee Richardson Zoo. We will be changing the race courses this year. I have begun speaking with Captain Mike Reagle and Sam Curran about possible changes to the race courses this year. At this time we have not solidified the new routes but will be doing so in the coming weeks. The main reason for changing our courses is to relocate our start and finish line. We would like for this line to be located somewhere in front of and between the entrances to St. Catherine Hospital and the Cancer Center on Spruce Street. I have already spoken with Scott Taylor at St. Catherine Hospital and he is happy to assist our event and is okay with our event taken place in front of and around Hospital facilities. As in years past we will be requesting assistance with traffic control from the Garden City Police Department. We would also request the closing of traffic on the section of Spruce Street from 4<sup>th</sup> Street west to 6<sup>th</sup> Street. As stated our start and finish line will be in this area. We would also like to request the closing of vehicle access through the Lee Richardson Zoo. We would request vehicle access closed on Spruce Street and the Zoo from 8:30am until 10:30am.

This will be our tenth year hosting this event. Our numbers have grown in years past. Last year we hosted almost 700 participants. We anticipate similar numbers this year.

The Garden City Police Department has always been very helpful with traffic control in the past. As previously stated, I am requesting assistance with traffic control again this year as the runners will cross Fulton Street twice and probably travel over the Main Street Arkansas River Bridge twice. As mentioned above, I have already been in contact with Officer Reagle. I have always obtained approval with KDOT and will do so again this year as well.





As in past years, our organization will be hanging banners at several locations around Garden City about one month prior to the event. Last year the City was willing to waive the fees associated with the permits to hang these banners. I am requesting the same waiver in 2017, as this event is in support of a not-for-profit organization that directly benefits the citizens of Garden City and Southwest Kansas.

In the last few years, the Leave a Legacy Foundation sold 18" by 24" yard signs as a means to raise funds, show support for loved ones and advertise the event. We sold over 200 signs and would like to try selling more in 2017, with the City Commission's approval. Signs are sold to individuals to be placed in their yards, similar to political campaign signs. The Foundation will place them in the yards of those who have purchased them, remove them a few days prior to our event, and place them at the grounds surrounding St. Catherine Hospital where they will remain for the Month of October. Volunteers will remove them by November 6<sup>th</sup>, 2017. The Foundation will coordinate all aspects of this endeavor, just as we did last year.

Any questions regarding the details of this event can be directed to myself, Jimmy Deal. The Leave a Legacy Foundation appreciates the City's past assistance and support of our event and hopes that our partnership can continue in a similar fashion this year and in the future.

Sincerely,

Jimmy Deal  
Leave a Legacy Foundation  
P.O. Box 734  
Garden City, KS 67846  
(c) 620 260-7939  
[fjdeal@gmail.com](mailto:fjdeal@gmail.com)





# Special Event Request

301 N 8th Street  
PO Box 998  
Garden City, KS 67846  
620-276-1278

xx Other  
Carnival/Circus\*  
Sports Event\*  
Haunted House\*  
Parade\*\*  
\*License Required  
\*\*Parade Application Required

April 14, 2017

Today's Date

Leave A Legacy Foundation Annual 5k & 10k Road Race

Name of Event (if applicable)

Start/end run at St Catherine Hospital & the Cancer Center on Spruce ST

Location of Event

Saturday, October 07, 2017

Date of Event

8:30 a.m. - 11:00 a.m.

Start and End Time of Event

Cancer awarness

Purpose of the Event

Jimmy Deal

PO Box 734, GC

620-260-7939

Applicant Name (please print)

Address

Phone

fjdeal@gmail.com

Additional Contact Names & Phone Numbers

**Please mark for all request. (Note: Amenities are not available at all locations.)**

Street Closure and/or Barricades	Closing Spruce ST from 4th-6th ST, closing of vehicle access through LRZ from 8:30 a.m.-10:30 a.m.	Steven's Park Bandshell	n/a	Noise Waiver**	n/a
Extra Trash Receptacles		Restrooms (Park Shelter Keys)	n/a	Electricity Access	n/a
Additional Request/Remarks	Starting run on Spruce to 4th ST, ending run on Spruce from Main - Traffic control from PD at Fulton & 4th, Fulton & Main, & Main ST Arkansas River Bridge, waive sign fee/ordinance for banners at Main ST Zoo fence, GCCC (with their approval), 3rd & Kansas, 3rd & Mary, selling & placing 18"x24" yard signs (not in ROW),				

Compliance with Code of Ordinances Sections 62-21 to 62-25, pertaining to levels of noise that are permitted, is required unless a waiver is granted by the Governing Body or the City Manager for a specifically designated date and time period. A copy of the applicable code sections can be obtained from the City Clerk.

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

**RESOLUTION NO. 2435-2011**

A Resolution granting to the City Manager, or Designee, the authority to grant certain request of persons, businesses of groups for special events or activities.

By signing below, I hereby certify that I have read and understand the statements above and that all related information which I have provided are true, accurate and complete to the best of my knowledge.

Request on file

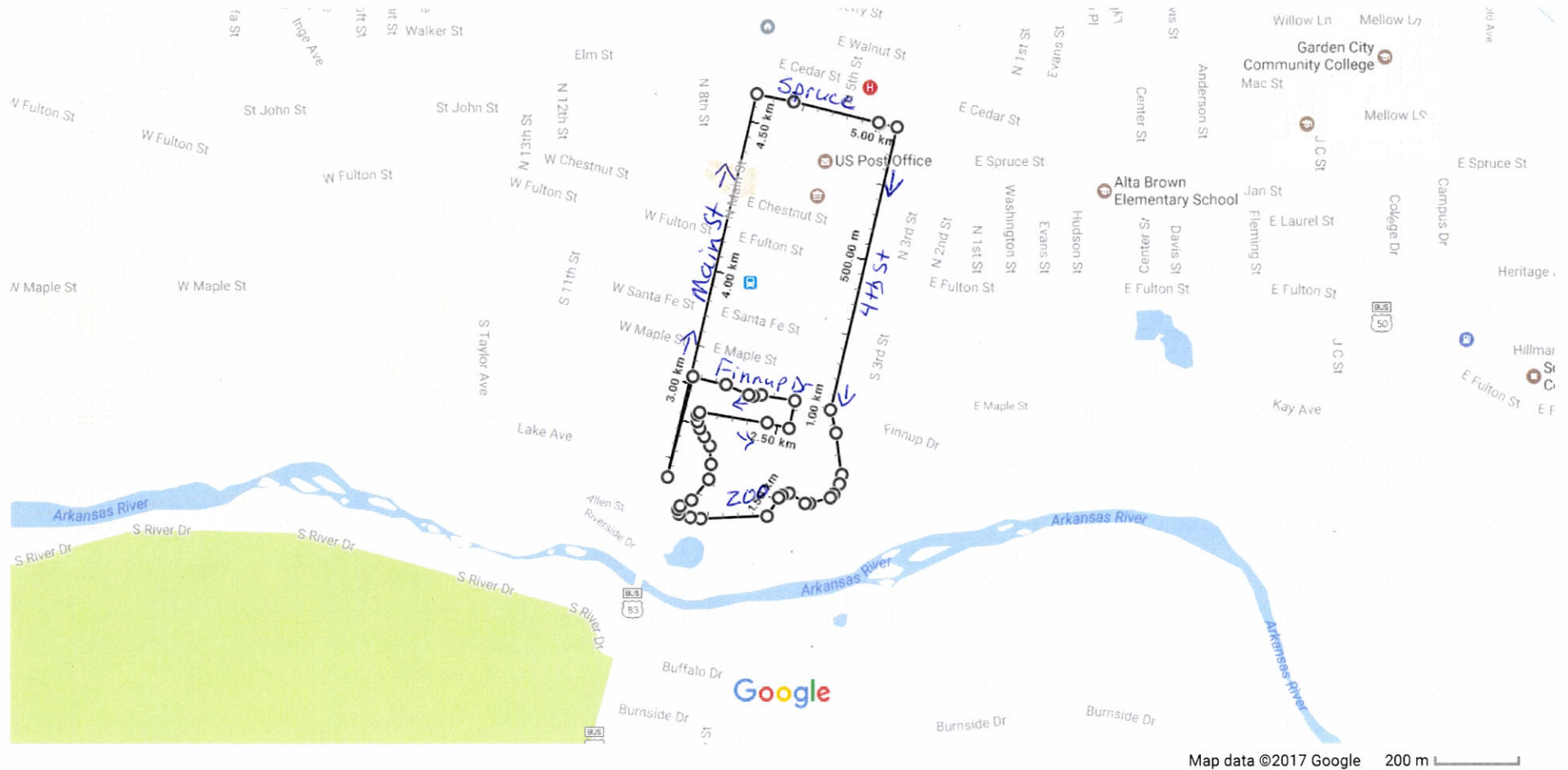
Signature

April 14, 2017

Date

For office use only		KDOT	Permit forthcoming	
Police	Capt. Reagle 5/17/17	Zoo	KN 5/17/17	
Fire	Chief Shelton 5/17/17	Public Works	SC 5/17/17	
Community Devel	CD 5/19/17	Parks/Grounds	AL 4/14/17	
City Manager - Commission	Matt Allen 5/23/17 /	Application Received by	Raelene Stoecklein 4/14/2017	

Google Maps Spirit 5K

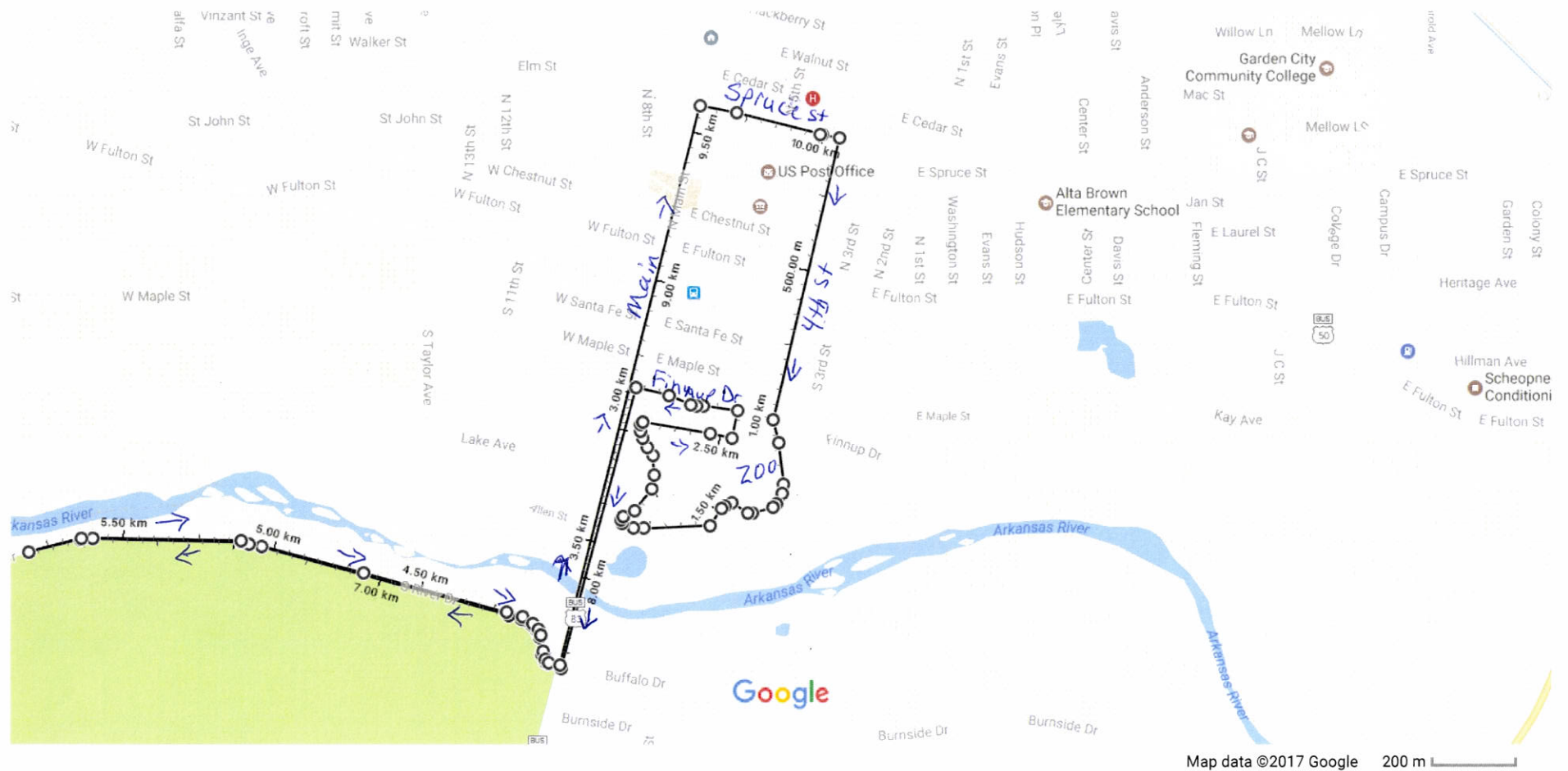


Map data ©2017 Google 200 m

5K - 10/9/17  
Measure distance

Total area: 585,987.17 m<sup>2</sup> (6,307,513.40 ft<sup>2</sup>)

Total distance: 5.00 km (3.11 mi)



Measure distance

Total distance: 10.00 km (6.21 mi)



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Celyn N. Hurtado, City Clerk  
**DATE:** June 6, 2017  
**RE:** Harbor Freight Tent Sale request

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### **ISSUE:**

The Governing Body is asked to consider and approve a request from Brandon Scott, on behalf of Harbor Freight, for a waiver of the temporary structure requirements on several dates at their location at 2108 E. Kansas Avenue to hold tent/sidewalk sales.

### **BACKGROUND:**

Harbor Freight is requesting a waiver of the temporary structure requirements for tent sales on the following dates:

- June 9-11, 2017
- August 18-20, 2017
- October 13-15, 2017
- November 24-26, 2017

The tent will be set up the Wednesday before each weekend and taken down on Sundays after the event.

The City does not waive sign fees for businesses. The original request also included dates in 2018. Staff concluded the requests for 2018 should wait until closer to that time frame.

### **ALTERNATIVES:**

1. Approve the waiver of the temporary structure requirements.
2. Deny the request.

### **RECOMMENDATION:**

Staff recommends Alternative 1.

### **FISCAL NOTE:**

None.

### **ATTACHMENTS:**

Description	Upload Date	Type
Harbor Freight Tent Sale SER request	6/1/2017	Backup Material
Harbor Freight Tent Insurance	6/1/2017	Backup Material
Harbor Freight Tent Map	6/1/2017	Backup Material





# Special Event Request

301 N 8th Street  
PO Box 998  
Garden City, KS 67846  
620-276-1278

xx Other  
Carnival/Circus\*  
Sports Event\*  
Haunted House\*  
Parade\*\*  
\*License Required  
\*\*Parade Application Required

May 15, 2017

Today's Date

Harbor Freight Tent Sale

Name of Event (if applicable)

Friday-Sunday, 6/9-6/11, 8/18-8/20, 10/13-10/15, 11/24-11/26, 1/12/18-1/14/18, 3/9/18-3/11/18, 6/8/18-6/10/18

Date of Event

Harbor Freight Parking Lot

Location of Event

Store Hours

Start and End Time of Event

Sales promotions for 7 dates in 2017/2018

Purpose of the Event

Brandon Scott

2108 E Kansas

620-260-9094

Applicant Name (please print)

Address

Phone

Additional Contact Names & Phone Numbers

**Please mark for all request. (Note: Amenities are not available at all locations.)**

Street Closure and/or Barricades	n/a	Steven's Park Bandshell	n/a	Noise Waiver**	n/a
Extra Trash Receptacles	n/a	Restrooms (Park Shelter Keys)	n/a	Electricity Access	n/a
Additional Request/Remarks	Waiver for tent structure fees, insurance and placement documents on file - Tent will be set up Wednesdays (2 days) before event date and taken down the Sunday evenings of event date				

Compliance with Code of Ordinances Sections 62-21 to 62-25, pertaining to levels of noise that are permitted, is required unless a waiver is granted by the Governing Body or the City Manager for a specifically designated date and time period. A copy of the applicable code sections can be obtained from the City Clerk.

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

## RESOLUTION NO. 2435-2011

A Resolution granting to the City Manager, or Designee, the authority to grant certain request of persons, businesses or groups for special events or activities.

By signing below, I hereby certify that I have read and understand the statements above and that all related information which I have provided are true, accurate and complete to the best of my knowledge.

Request on file

Signature

May 15, 2017

Date

For office use only		GC Downtown Vision		n/a
Police	Capt. Reagle 5/17/2017	Electric	n/a	
Fire	Chief Shelton 5/17/2017	Public Works	n/a	
Fire Marshal	Fire Marshal Robertson 5/23/2017	Inspection	JA 5/30/2017	
City Manager/Commission		Application Received by	Raelene Stoecklein 5/15/2017	



# CERTIFICATE OF LIABILITY INSURANCE

9/1/2017

DATE (MM/DD/YYYY)

11/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Insurance Brokers, LLC 725 S. Figueroa Street, 35th Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	<b>CONTACT NAME:</b>	<b>FAX (A/C, No):</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> 1308886 HFT Holdings, Inc. Central Purchasing, LLC Harbor Freight Tools USA, Inc. 26541 Agoura Rd. Calabasas CA 91302	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Great American E & S Insurance Company		37532
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

COVERAGES CENPU02

CERTIFICATE NUMBER: 14394472

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PL9952401	9/1/2016	9/1/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Store #788 - 2108 E Kansas Ave, Garden City, KS 67846-6955. MID AMERICA ASSOCIATES is an Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Waiver of Subrogation applies per attached endorsement(s) or policy language. Notice of Cancellation applies per attached letter or endorsement.

**CERTIFICATE HOLDER****CANCELLATION** See Attachments

14394472

MID AMERICA ASSOCIATES  
10985 Cody, Suite 220  
Overland Park KS 66210

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AUTOMATIC ADDITIONAL INSURED - WHEN REQUIRED IN  
WRITING IN A CONTRACT OR AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**A. SECTION II - Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you have agreed in writing in a contract or agreement to include as an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III - LIMITS OF INSURANCE:**

The most we will pay on behalf of the additional insured is:

1. The amount of insurance required by the contract or agreement, minus the amount of damages payable by you within the "self-insured retention"; or
2. The amount of insurance available in excess of the "self-insured retention" under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**This endorsement does not change any other provision of the policy.**

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Person Or Organization:**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8.

**Transfer Of Rights Of Recovery Against  
Others To Us of Section IV - Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



November 28, 2016

MID AMERICA ASSOCIATES

10985 Cody, Suite 220  
Overland Park, KS 66210

Re: Notice of Cancellation Clause

To Whom It May Concern:

As a service to our valued client, Lockton will provide at least thirty (30) days notice of cancellation to the certificate holder listed on the attached Acord 25 certificate of insurance should any of the policies described on the attached certificate be 1) cancelled by the insurer, other than for non-payment of premium (10 day notice for non-payment/non-reporting), and 2) cancelled more than 30 days prior to the expiration date of the policy (if such cancellation occurs less than 30 days prior to expiration, Lockton will provide as much prior notice as practicable).

If notice is mailed, proof of mailing notice to the certificate holder to the postal mailing address as shown in the schedule will be sufficient proof of notice.

Thank you and please contact our office if you have any questions.

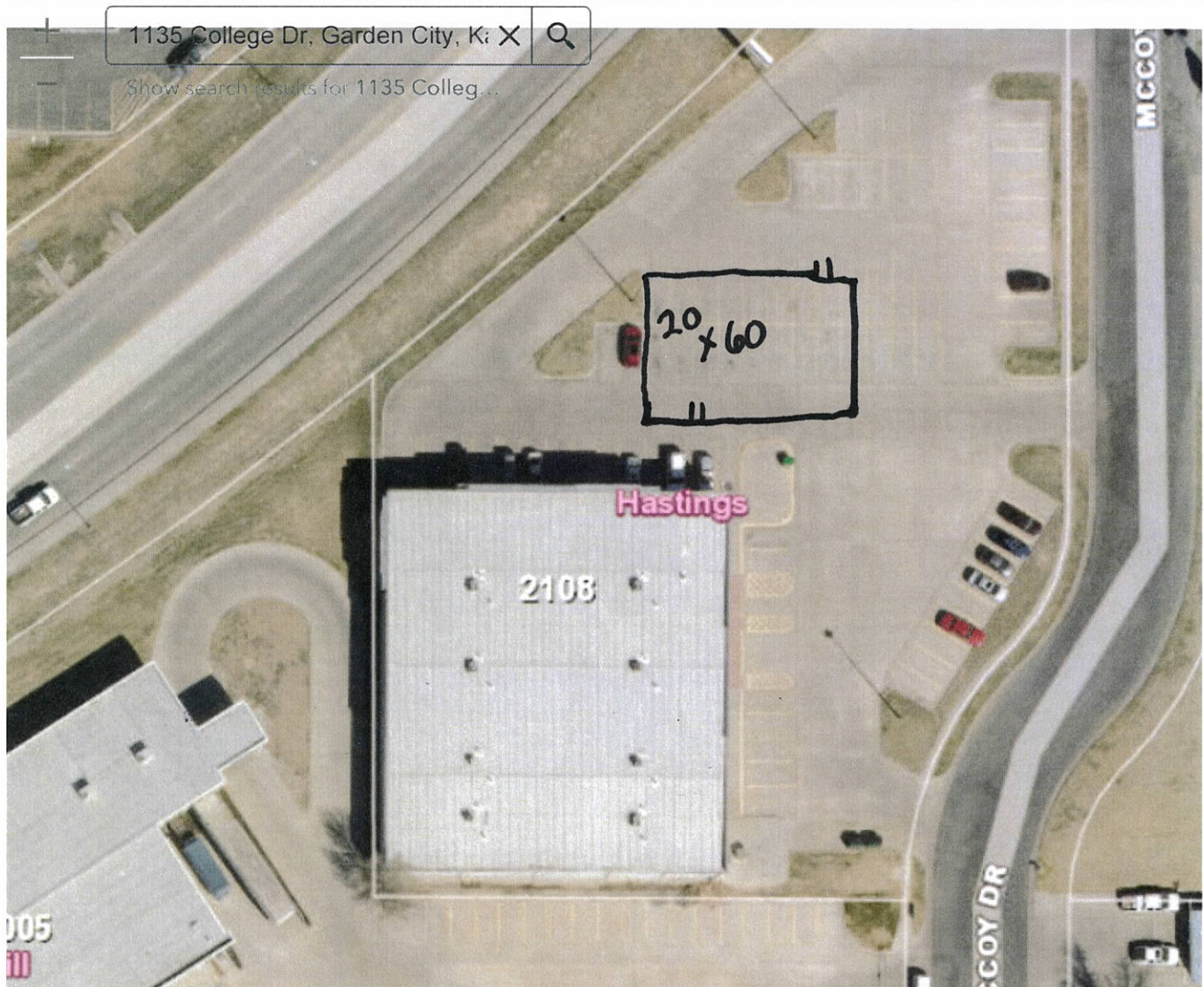
Regards,

A handwritten signature in black ink, appearing to read "David Burgos", with a stylized flourish at the end.

David Burgos  
Assistant Vice President  
Lockton Insurance Brokers



## Parcel Information



Brandon Harbor Freight.

620-260-9094

3/10-3/12



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Celyn N. Hurtado, City Clerk  
**DATE:** June 6, 2017  
**RE:** 05-25-17 Update Cox Communications

---

**ISSUE:**

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

**BACKGROUND:**

None.

**ALTERNATIVES:**

None.

**RECOMMENDATION:**

None.

**FISCAL NOTE:**

None.

**ATTACHMENTS:**

Description	Upload Date	Type
05-25-17 Cox Communications update	6/1/2017	Backup Material

## Celyn Hurtado

---

**From:** Allen, Lisa (CCI-Central Region) <Lisa.Allen@cox.com>  
**Sent:** Thursday, May 25, 2017 2:11 PM  
**Subject:** Cox Communications - LFA Notification - Channel Changes

Dear Local Franchising Authority,

On June 27, 2017, Cox will be making the following changes to our TV Lineup.

The following channels will be launching to TV Starter: QVC 2, channel 612, Beauty IQ, channel 635, HSN2, channel 636, EVINE Live HD,\* channel 2133; Jewelry TV HD,\* channel 2088, and Leased Access channel 109. In Wichita Metro, McPherson and Salina: Heroes & Icons-KWCH DT3, channel 676 will also be launching to TV Starter. Additionally, Daystar, channel 156, EWTN, channel 153 & TBN, channel 151 will move from the Faith & Values Pak to TV Starter. QVC & QVC HD, channels 23 and 2023 will move from TV Essential to TV Starter. BYUtv channel 152, Family Net channel 154, The Word Network, channel 155, Inspiration & Inspiration HD,\* channels 150 & 2150 will move from Faith & Values to TV Essential. QVC2 will only be available on channel 612 to TV Starter.

On July 1, 2017, NBC Universal is eliminating the Esquire & Esquire HD channels, so Cox will be removing channels 229 & 2229 from our Variety Pak lineup.

On July 5, 2017, Logo and Logo HD, channels 229 and 2229 will be launching to the Variety Pak.

\*Only the SD version of the channel is available on mini boxes. Channels will be available to customers who subscribe to the required TV lineup and receive their service with a compatible Cox digital receiver or CableCARD. For more information about these changes, please visit [www.cox.com/channelchanges](http://www.cox.com/channelchanges).

We are truly grateful for the opportunity to serve your community. If you have any questions regarding these changes, please contact me at (785) 215-6727 or [Megan.Bottenberg@cox.com](mailto:Megan.Bottenberg@cox.com).

Sincerely,



Megan Bottenberg  
Manager, Government Affairs  
Cox Communications Central Region



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Allen Shelton, Fire Chief  
**DATE:** June 6, 2017  
**RE:** Fire Department Activity Report April 2017

---

**ISSUE:**

Presentation of the April 2017 Fire Department activity reports.

**BACKGROUND:**

Attachments of the Fire Department Incident and Inspection reports for the month of April 2017.

**ALTERNATIVES:**

None

**RECOMMENDATION:**

None

**FISCAL NOTE:**

None

**ATTACHMENTS:**

Description	Upload Date	Type
April 2017 Incidents Reports	5/31/2017	Backup Material
April 2017 Inspection Reports	5/31/2017	Backup Material

# Garden City Fire Department

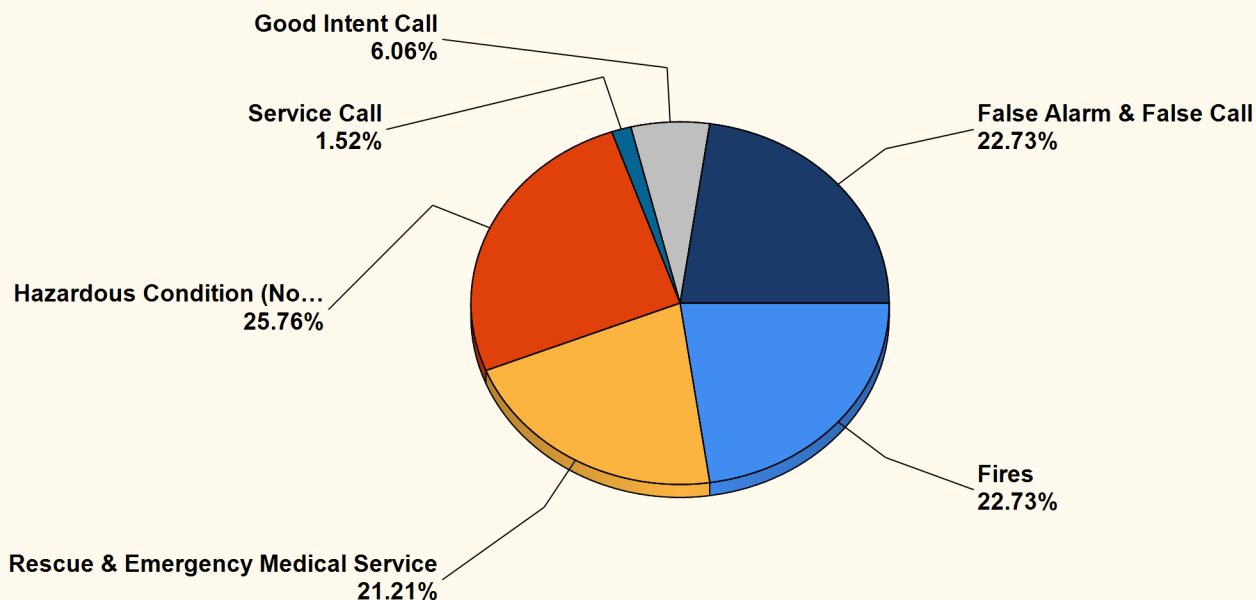
Garden City, KS

This report was generated on 5/31/2017 8:48:23 AM



## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 04/01/2017 | End Date: 04/30/2017



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	15	22.73%
Rescue & Emergency Medical Service	14	21.21%
Hazardous Condition (No Fire)	17	25.76%
Service Call	1	1.52%
Good Intent Call	4	6.06%
False Alarm & False Call	15	22.73%
<b>TOTAL</b>	<b>66</b>	<b>100.00%</b>

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.



### Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
100 - Fire, other	2	3.03%
111 - Building fire	1	1.52%
113 - Cooking fire, confined to container	3	4.55%
118 - Trash or rubbish fire, contained	1	1.52%
130 - Mobile property (vehicle) fire, other	1	1.52%
131 - Passenger vehicle fire	2	3.03%
143 - Grass fire	4	6.06%
150 - Outside rubbish fire, other	1	1.52%
300 - Rescue, EMS incident, other	1	1.52%
311 - Medical assist, assist EMS crew	3	4.55%
322 - Motor vehicle accident with injuries	4	6.06%
324 - Motor vehicle accident with no injuries.	6	9.09%
411 - Gasoline or other flammable liquid spill	1	1.52%
412 - Gas leak (natural gas or LPG)	1	1.52%
413 - Oil or other combustible liquid spill	1	1.52%
424 - Carbon monoxide incident	1	1.52%
440 - Electrical wiring/equipment problem, other	7	10.61%
444 - Power line down	5	7.58%
445 - Arcing, shorted electrical equipment	1	1.52%
561 - Unauthorized burning	1	1.52%
600 - Good intent call, other	1	1.52%
611 - Dispatched & cancelled en route	1	1.52%
631 - Authorized controlled burning	1	1.52%
651 - Smoke scare, odor of smoke	1	1.52%
700 - False alarm or false call, other	7	10.61%
733 - Smoke detector activation due to malfunction	1	1.52%
735 - Alarm system sounded due to malfunction	1	1.52%
743 - Smoke detector activation, no fire - unintentional	4	6.06%
745 - Alarm system activation, no fire - unintentional	2	3.03%
<b>TOTAL INCIDENTS:</b>	<b>66</b>	<b>100.00%</b>

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.

# Garden City Fire Department

Garden City, KS

This report was generated on 5/30/2017 4:58:31 PM



StartDate: 04/01/2017 | EndDate: 04/30/2017

OCCUPANCY	COUNT
<b>INSPECTION TYPE: Alarm System Test</b>	
Other	1
<b>INSPECTION TYPE: CMB &amp; Liquor License</b>	
Assembly	2
Motel/Hotel	1
Restaurant	2
<b>INSPECTION TYPE: Company</b>	
Assembly	2
Auto Repair	2
Auto Sales and Maintenance	4
Beauty/Barber Shop	3
Business Office	15
Convenience Store	1
Hazardous Materials Facility	2
Laundry/Cleaners	1
Low Hazard Storage	1
Medical, Surgical, Psychiatric	2
Mercantile	7
Motel/Hotel	2
Storage	1
<b>INSPECTION TYPE: Educational</b>	
Elementary School	11
Middle School	5
Preschool	1
School Other	2
<b>INSPECTION TYPE: Fire Protection System Inspection</b>	
Business Office	1
Other	2
<b>INSPECTION TYPE: Inspection</b>	
Auto Repair	1
Business Office	1

Locked inspections only.



**EMERGENCY  
REPORTING**

emergencyreporting.com

Doc Id: 1132

Page # 1

OCCUPANCY	COUNT
Elementary School	2
High School	1
<b>INSPECTION TYPE: Zoning Compliance</b>	
Assembly	2
Bank	1
Business Office	2
Mercantile	1
Restaurant	1

Locked inspections only.



**EMERGENCY  
REPORTING**

emergencyreporting.com

Doc Id: 1132

Page # 2



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Service and Finance  
**DATE:** June 6, 2017  
**RE:** Monthly Sales Tax Report - May 2017

---

**ISSUE:**

Presentation of the Monthly Sales Tax Report from Service and Finance.

**BACKGROUND:**

Attached is the Service and Finance Monthly Sales Tax Report for May 2017.

**ALTERNATIVES:**

None.

**RECOMMENDATION:**

None.

**FISCAL NOTE:**

None.

**ATTACHMENTS:**

Description	Upload Date	Type
Monthly Sales Tax Report - May 2017	5/31/2017	Backup Material

CITY OF GARDEN CITY, KANSAS  
ANALYSIS OF COUNTY-WIDE SALES TAX RECEIPTS

MONTH RECEIVED	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
JANUARY	99,080	87,049	90,999	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
FEBRUARY	119,867	107,746	112,817	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
MARCH	89,945	83,994	93,138	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
APRIL	86,892	88,516	82,176	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
MAY	94,809	97,270	92,019	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
JUNE	101,379	98,922	86,040	82,884	99,561	98,793	107,235	110,225	174,577	192,468	197,406	205,745	227,284	313,770	298,761	
JULY	99,915	97,573	91,205	88,888	95,381	109,492	130,863	126,193	163,203	175,188	199,698	238,623	232,796	313,034	330,600	
AUGUST	96,327	91,715	97,295	101,836	104,308	99,317	123,221	103,580	180,595	178,778	209,006	213,331	223,986	317,123	303,152	
SEPTEMBER	88,585	102,820	94,038	87,159	93,570	106,941	133,521	111,381	174,612	178,054	180,008	232,303	304,118	318,362	326,369	
OCTOBER	102,705	97,918	90,696	105,259	101,146	112,166	117,796	108,343	174,202	189,062	203,819	218,503	313,005	301,429	330,331	
NOVEMBER	82,869	78,619	89,706	95,946	94,231	107,500	117,428	111,973	153,378	174,342	208,611	184,384	304,259	308,291	321,505	
DECEMBER	101,296	96,993	94,616	88,792	94,570	109,693	114,846	160,409	161,622	196,711	182,159	236,524	312,690	312,260	310,550	
TOTAL RECEIPTS	<u>1,163,668</u>	<u>1,129,136</u>	<u>1,114,745</u>	<u>1,114,837</u>	<u>1,156,551</u>	<u>1,250,370</u>	<u>1,400,082</u>	<u>1,416,852</u>	<u>2,030,635</u>	<u>2,161,984</u>	<u>2,364,946</u>	<u>2,552,763</u>	<u>2,998,144</u>	<u>3,770,101</u>	<u>3,816,305</u>	<u>1,609,485</u>
PERCENTAGE CHANGE	-2.70%	-2.97%	-1.27%	"FLAT"	3.74%	8.11%	11.97%	1.20%	43.32%	6.47%	9.39%	7.94%	17.45%	25.75%	1.23%	

July 1, 2014 - 1/4 cent expires 10/1/2025  
October 1, 2015 - 1/4 cent expires 9/30/2021

CITY OF GARDEN CITY, KANSAS  
ANALYSIS OF CITY SALES TAX RECEIPTS

MONTH RECEIVED	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
JANUARY	379,780	309,257	357,335	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
FEBRUARY	444,123	419,884	434,310	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
MARCH	321,705	304,720	346,371	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
APRIL	303,909	313,029	317,571	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
MAY	340,131	354,013	345,880	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
JUNE	336,435	356,920	340,240	319,314	364,552	363,536	398,458	413,934	423,173	471,595	457,884	469,940	526,978	523,569	524,973	
JULY	359,143	329,005	338,923	330,628	350,754	394,947	456,516	469,538	402,144	431,189	453,965	554,262	540,941	540,334	551,396	
AUGUST	342,529	322,875	376,955	371,521	377,510	372,473	456,809	373,995	433,641	420,914	490,394	504,212	526,281	546,571	535,506	
SEPTEMBER	324,385	366,794	362,024	323,475	341,558	388,244	463,398	421,706	415,115	433,117	424,160	529,341	509,837	548,219	534,225	
OCTOBER	368,395	357,624	341,725	369,193	365,725	408,881	446,179	411,421	425,392	450,833	468,586	501,467	516,778	517,874	563,222	
NOVEMBER	296,743	287,373	339,384	337,133	351,892	352,723	435,767	402,883	390,433	412,877	474,976	422,213	496,772	528,692	541,283	
DECEMBER	381,904	364,126	338,971	338,058	356,317	396,872	432,701	461,792	412,973	481,207	424,131	501,046	519,605	539,387	522,361	
TOTAL RECEIPTS	<u>4,199,181</u>	<u>4,085,619</u>	<u>4,239,689</u>	<u>4,135,146</u>	<u>4,286,883</u>	<u>4,554,294</u>	<u>5,171,057</u>	<u>5,112,939</u>	<u>4,926,706</u>	<u>5,241,531</u>	<u>5,526,416</u>	<u>5,867,556</u>	<u>6,159,029</u>	<u>6,426,010</u>	<u>6,532,177</u>	<u>2,745,169</u>
PERCENTAGE CHANGE	-1.53%	-2.70%	3.77%	-2.47%	3.67%	6.24%	13.54%	-1.12%	-3.64%	6.39%	5.44%	6.17%	4.97%	4.33%	1.65%	



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Staff  
**DATE:** June 6, 2017  
**RE:** Adam Patterson - Kansas American Legion Firefighter of the Year

---

**ISSUE:**

Congratulations to Firefighter II Adam Patterson on the occasion of being named the 2017 Kansas American Legion Firefighter of the Year!

**BACKGROUND:**

None.

**ALTERNATIVES:**

None.

**RECOMMENDATION:**

None.

**FISCAL NOTE:**

None.



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Kaleb Kentner, Neighborhood & Development Services Director  
**DATE:** June 6, 2017  
**RE:** Motor vehicle nuisance at 513 N. Twelfth Street and 2108 N. C Street

---

### **ISSUE:**

Resolution No. \_\_\_\_\_-2017, 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. (513 N. Twelfth Street - white pickup, grey car, blue car; 2108 N. C Street - blue car)

### **BACKGROUND:**

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

The residents and/or owners of 513 N. Twelfth Street and 2108 N. C Street have been notified pursuant to Section 38-63 of the Code of Ordinances and have neither abated the nuisance conditions nor requested a hearing before the Governing Body.

### **ALTERNATIVES:**

1. The Commission may elect to pass the attached resolution.
2. The Commission may elect to not pass the attached resolution.

### **RECOMMENDATION:**

Staff recommends approval of the resolution.

### **FISCAL NOTE:**

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

### **ATTACHMENTS:**

Description	Upload Date	Type
06/06/17 Motor Vehicle Nuisance Resolution	5/31/2017	Backup Material



**RESOLUTION NO. \_\_\_\_\_**

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

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

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

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

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

*513 N Twelfth St- Inoperable and/or unregistered vehicles- White pickup, Grey car, Blue car  
2108 N C St- inoperable and/or unregistered vehicles- Blue car*

**SECTION 2.** The abatement costs incurred by the City shall be charged against the lots or parcels of ground on which the motor vehicle nuisance is located.

**PASSED AND APPROVED** by the Governing Body of the City of Garden City, Kansas, on this 6<sup>th</sup> day of June, 2017.

\_\_\_\_\_  
**Melvin L. Dale, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Celyn N. Hurtado, CITY CLERK**

513 N Twelfth St



2108 N C St





## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Kaleb Kentner, Neighborhood & Development Services Director  
**DATE:** June 6, 2017  
**RE:** Establishing a Rural Housing Incentive District

---

### **ISSUE:**

The Governing Body is asked to consider and approve a resolution establishing a Rural Housing Incentive District.

1. Resolution No. \_\_\_\_\_-2017, a resolution making certain findings and determinations as to the need for the housing within the City of Garden City, Kansas and setting forth the legal description of real property proposed to be designated as a Rural Housing Incentive District within the City.

### **BACKGROUND:**

Amro Samy and Cecil O'Brate have approached staff about the creation of a new subdivision in the northeast part of the city. The subdivision will be called Northeast Crossing and it will be north of K156 and Mary Street and east of the bypass. Please refer to the attached aerial depicting the location. These properties have been annexed into the City. Before development, they will be required to be platted and zoned to a Garden City zoning designation and would also require Comprehensive Plan amendments.

The developers would like the large northern parcel (north of Jennie Barker Road) to comprise of larger residential lots. These lots will accommodate homes with 3-car garages. There will be approximately 250 homes in this portion. These homes are expected to fall into the high housing market range which consists of homes over \$200,000.00. The southern parcels (south of Jennie Barker Road), will be reserved for multifamily housing.

To assist the developers with infrastructure costs, they would like to have the opportunity to participate in the Rural Housing Incentive District (RHID) program. To participate, the properties must first be authorized by the City and second approved by the State. This is the first step in the RHID process.

Staff presents a resolution to authorize these parcels as an eligible district for the RHID program. (See attached resolution.) This resolution does not guarantee that an RHID will be granted, it only authorizes the parcels to be considered as a possible future RHID.

The attached resolution requires the City to determine a shortage of quality housing through a Community Housing Assessment Team Report (CHAT). According to the current CHAT on file (February 2015), we do show a need for housing. We are expected to receive an updated 2017

CHAT shortly. Before any new RHID is adopted, staff will have this new update analyzed to determine if the need remains. Staff will present the results of the updated housing study to this governing body when the analysis is complete.

**ALTERNATIVES:**

1. The Governing Body may elect to pass the attached resolution.
2. The Governing Body may elect to not pass the attached resolution.

**RECOMMENDATION:**

Staff recommends approval of the resolution.

**FISCAL NOTE:**

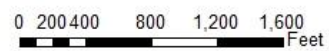
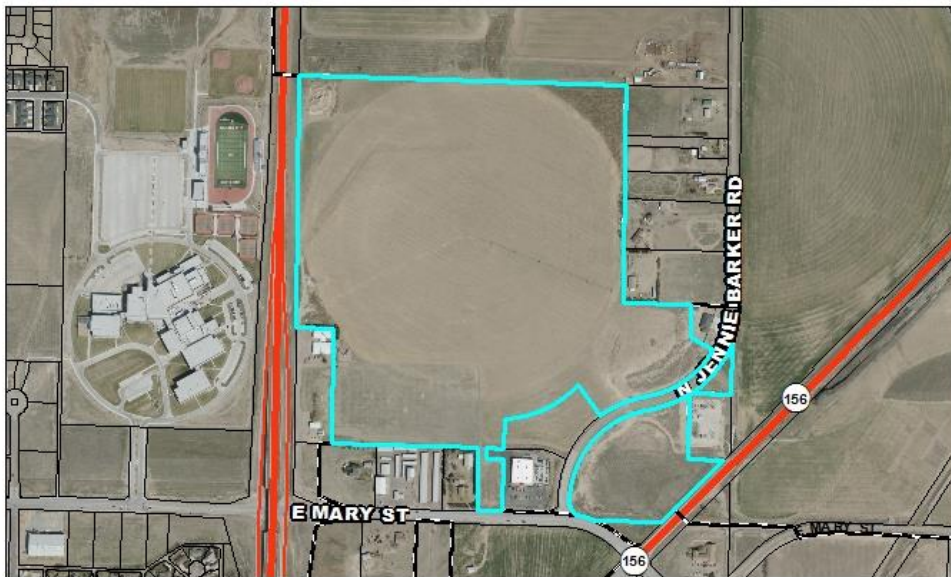
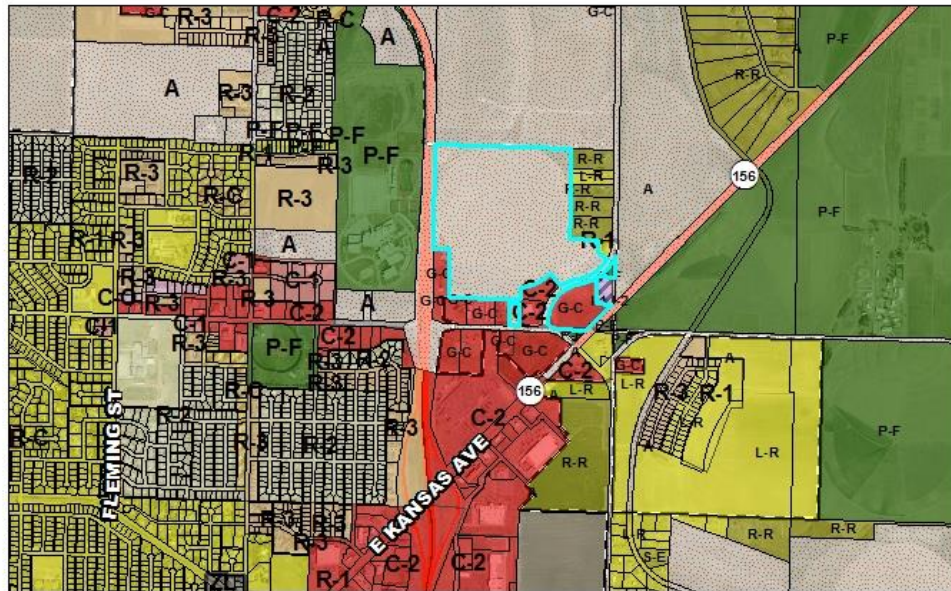
There is no fiscal note at this time.

**ATTACHMENTS:**

Description	Upload Date	Type
Aerial Northeast Crossing	5/31/2017	Backup Material
Resolution	6/2/2017	Backup Material



## NORTHEAST CROSSING



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS AS TO THE NEED FOR THE HOUSING WITHIN THE CITY OF GARDEN CITY, KANSAS AND SETTING FORTH THE LEGAL DESCRIPTION OF REAL PROPERTY PROPOSED TO BE DESIGNATED AS A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY.**

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**WHEREAS**, K.S.A. 12-5241 et seq. (the “Act”) authorizes any city incorporated in accordance with the laws of the State of Kansas (the “State”) with a population of less than 60,000 located in a county with a population of less than 80,000, to designate Rural 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 Rural Housing Incentive District and providing the legal description of property to be contained therein; and

**WHEREAS**, after publishing such resolution, the governing body of such city shall send a copy thereof to the Secretary of Commerce of the State (the “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 rural 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**, the City of Garden City, Kansas (the “City”) has an estimated population of 30,678, is located in Finney County, Kansas which has a population of 40,964 and therefore constitutes a city as said term is defined in this act; and

**WHEREAS**, in February of 2015 the Governing Body of the City updated the Community Housing Assessment Team Report (CHAT), a copy of which is on file in the office of the City Clerk; and

**WHEREAS**, based on the CHAT, the Governing Body of the City proposes to commence proceedings necessary to create a Rural Housing Incentive District, in accordance with the provisions of the Act.

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

**Section 1.** The Governing Body has previously adopted and incorporated reference as part of this Resolution the CHAT, a copy of which is on file in the office of the City Clerk, and based on a review of said CHAT makes the following findings and determinations.

**Section 2.** The Governing Body hereby finds and determines that there is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.

**Section 3.** The Governing Body hereby finds and determines that the shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.

**Section 4.** The Governing Body hereby finds and determines that the shortage of quality housing is a substantial deterrent to future economic growth and development in the City.

**Section 5.** The Governing Body hereby finds and determines that the future economic wellbeing of the City depends on the Governing Body providing additional incentives for the construction or renovation of quality housing in the City.

**Section 6.** Based on the findings and determinations contained in Sections 2 through 5 of this Resolution, the Governing Body proposed to establish a Rural Housing Incentive District pursuant to the Act, within boundaries of the real estate legally described and depicted in maps in Exhibits “A-1”, “A-2” attached hereto.

**Section 7.** This Resolution shall take effect after its adoption and publication once in the official City newspaper.  
APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this 6<sup>th</sup> day of June, 2017.

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MELVIN L. DALE, Mayor

ATTEST:

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CELYN N. HURTADO,  
City Clerk

APPROVED AS TO FORM:

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RANDALL D. GRISELL,  
City Counselor

## **Exhibit “A-1”**

### **Northeast Crossing Addition Legal Description**

A Tract of Land in Sections 4 and 9, Township 24 South, Range 32 West of the 6th P.M., Garden City, Finney County, Kansas comprised of:

A Tract of Land described in the Deed in Book 273, Page 409 AND

A Tract of Land in said Sections 4 and 9 that lies North of the Mary Street and Highway 156 Right of Ways and South of the previous North Right of Way Line of Mary Street,

Except the Tracts of Land for Mary Street and Jennie Barker Road Right of Ways described in the Deeds in Book 274, Page 10 and Book 294, Page 429,

Except "O'Brate Addition",

Except "Russell Child Development Center" Plat,

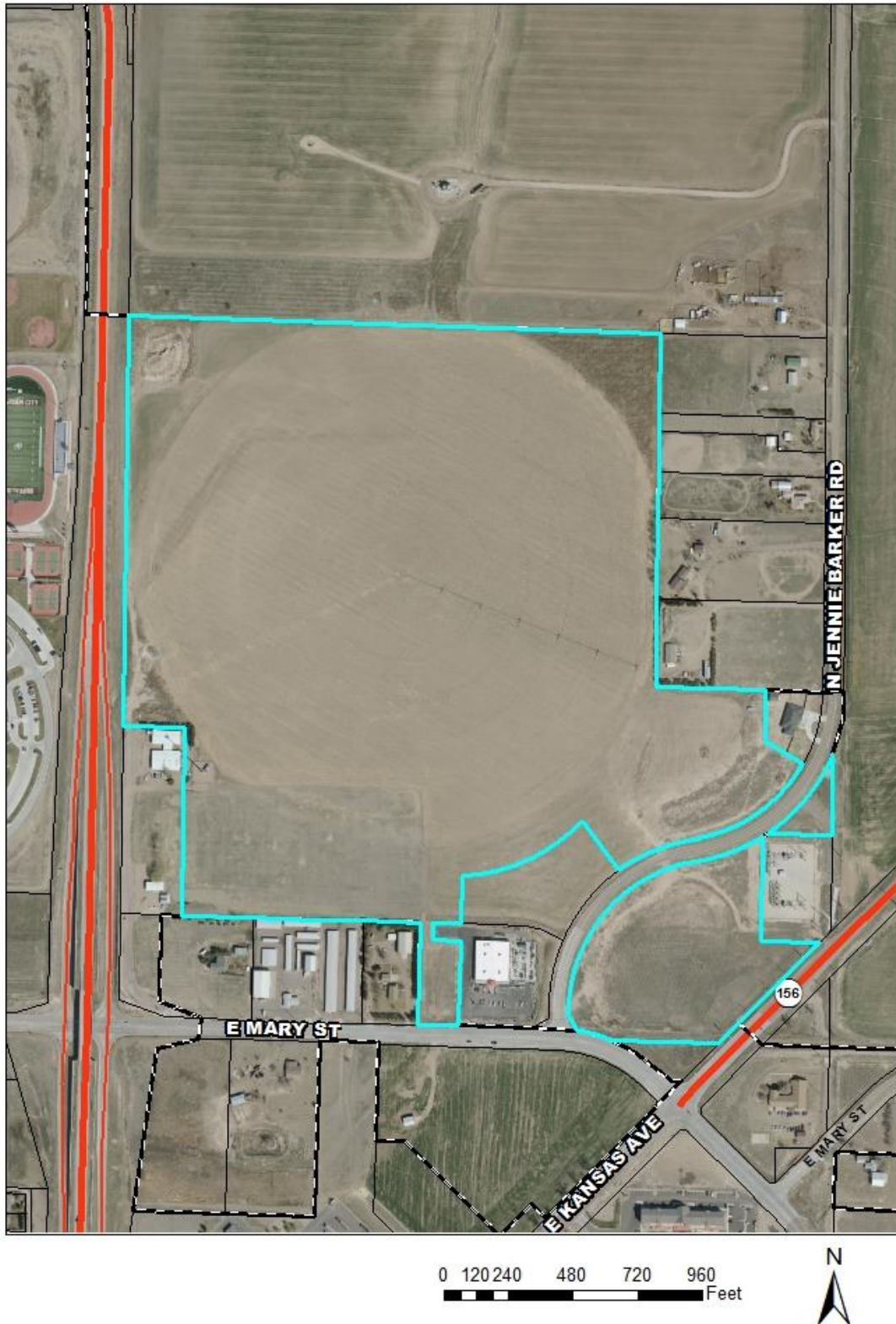
Except "Phase 1, - Block 1, - Lot 1, The Hamptons" Plat,

And Except the Tracts of Land described in the Deeds in Book 188, Page 189 and Book 188, Page 190.



## Exhibit "A-2"

### Northeast Crossing Addition Vicinity Map





## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Steve Cottrell, Assistant to the City Manager  
**DATE:** June 6, 2017  
**RE:** Garden City STAR Bond District update and June 8, 2017 expiration

---

### **ISSUE:**

City Manager Allen will provide an update on the STAR Bond Project. The Governing Body is asked to approve submittal to the Secretary of Commerce for a second extension to the project approval period.

### **BACKGROUND:**

June 8, 2017 is the expiration of the six-month extension of the approval period for our STAR Bond district. Our request was for a one-year extension, however, as the statutory authority had a July 1, 2017, sunset date KDOC chose only to grant a six-month extension. The Legislature has not extended the STAR Bond program, as of this writing.

The STAR Bond Act requires the submission of a project plan for review through local approval processes subject to final review and approval by the Kansas Secretary of Commerce within a two-year period, and approved extensions. Since approval of the extension by Secretary Soave last December, the project has evolved into a "Sports of the World" concept. It maintains many of the original features, but is less soccer centric. The FCEDC is serving in the role of interim developer on behalf of the project.

In anticipation of legislation to extend the program, staff recommends submitting another one year extension request, for completion of the plan approval process and to allow time for a bond sale. The most valuable part of an extension is preserving the December 2014 baseline. During the second extension, if granted, several steps are necessary to present the full project required for final approval by KDOC. A timeline is attached. The critical first step is completion of the feasibility study. FCEDC has commissioned Canyon Research Southwest, Inc. for this task; they will be visiting Garden City in early June.

From the date the Secretary formally approves the STAR Bond project, the developer will have two years to get the project underway and 20 years for completion.

### **ALTERNATIVES:**

1. Approve submittal of a one-year extension of the STAR Bond district to KDOC.
2. Take no action and allow the STAR Bond project to expire.

### **RECOMMENDATION:**

Staff recommends Governing Body approval to submit a one-year extension request to KDOC.

**FISCAL NOTE:**

There is no fiscal note associated with the Governing Body providing direction.

**ATTACHMENTS:**

Description	Upload Date	Type
STAR Bond calendar	5/31/2017	Backup Material

## STAR BOND PROJECT TIMELINE

TAX INCREMENT FINANCING						
No	Item	Responsible Party	Date	Comment	Done	Note
1	Approve Annexation Agreement and adopt Annexation Ordinance	City	September 16, 2014		XX	Ord 2670-2014
2	Publish Annexation Ordinance	City	September 20, 2014		XX	
3	Adopt Resolution setting a public hearing to create the District	City	November 4, 2014		XX	Res 2609-2014
4	Submit Resolution to Secretary of Commerce	City	November 10, 2014		XX	11/12/2014 Preliminary Approval Rec'd 12/19/14
5	Mail Resolutions by Certified mail, return receipt requested, to Finney County/Garden City Board of Education	City	11/10/2014 no later than 11/14	Not more than 10 days following the date of adoption of the resolution	XX	11/12/2014
6	Mail resolution by certified mail, return receipt requested, to each owner and occupant of land within the District	City	11/10/2014 no later than 10/17	Not more than 10 days following the date of adoption of the resolution	XX	11/12/2014
7	Publish Resolution with Sketch of the District Plan area	City	12/2/2014 no later than 12/9/14	Not more than 2 weeks, but not less than 1 week before public hearing	XX	12/9/2014
8	Public hearing before City Commission to consider establishment of the District.	City	December 16, 2014	Not less than 30 days and no more than 70 days after the resolution is adopted calling public	XX	
9	Adopt Ordinance creating District	City	December 16, 2014	Not more than 30 days after public hearing.	XX	Ord 2677-2014 12/20/14 Published
10	Submit Ordinance & plan to KDOC	City	December 17, 2014		XX	
11	KDOC granted preliminary approval	KDOC	December 19, 2014		XX	
12	Submit business list to KDOR for determination of sales tax baseline	City	February 26, 2015		XX	
13	KDOR provides sales tax baseline	KDOR	March 19, 2015		XX	\$3,403,668
14	Submit request for extension to KDOC	City	December 8, 2016		XX	
15	KDOC grants 6 month extension	KDOC	December 14, 2016		XX	extension approved through 6/8/17
16	Submit request for 2nd extension to KDOC	City	No later than 6/8/2017	No later than 6/8/17, if Legislature extends program		
17	KDOC grants 2nd extension	KDOC				
18	Feasibility study	Developer/ Canyon Research	August 15, 2017	Prior to City Commission resolution calling public hearing - no timeframe		Canyon Research on site June 5-6
19	Project Plan	Developer	August 15, 2017	Prior to City Commission resolution calling public hearing - no timeframe		
20	Approval of Project Plan by Planning Commission	City	September 21, 2017			
21	Adopt Resolution setting a public hearing to adopt the project Plan	City	October 3, 2017			
22	Mail Resolution certified mail, return receipt requested to BOE, GCCC and County Commissioners	City	no later than 10/13/17	Not more than 10 days following the date of adoption of the resolution		
23	Publish Resolution with Sketch of the District Plan area	City	10/24/17 - 10/31/17	Not more than 2 weeks, but not less than 1 week before public hearing		
24	Public hearing before City Commission to consider adoption of Project Plan. Adopt Project Plan by Ordinance (2/3 vote)	City	November 7, 2017	Not less than 30 days and no more than 70 days after the resolution is adopted calling public		
25	Submit Project Plan, feasibility study and related documents to Secretary of Commerce	City	November 10, 2017			
26	Submit copy of ordinance adopting district to County Clerk, Appraiser, & Treasurer, County Commission, USD 457 & GCCC	City	November 10, 2017			
27	KDOC grants final approval	KDOC	December 8, 2017			
28	Draft & circulate POS	GKB	December 22, 2017			
29	Draft Resolution setting bond sale	TWG	January 8, 2018			
30	Draft Transcript	TWG	January 8, 2018			
31	Approve final project costs, adopt Resolution setting bond sale & approve POS, rating package to Moody's	City	January 16, 2018	60 day protest period after public hearing, if pledging full faith & credit (1/6/18)		
32	Publish Notice of Bond Sale in Kansas Register & GC Telegram, distribute notice of sale & POS	TWG	January 17, 2018			
33	Draft Bond Resolution & Ordinance	TWG	January 24, 2018			
34	Moody's Rating interview	GKB, City	January 30, 2018			
35	Bond Sale, accept low bid, adopt Bond Resolution & Ordinance	City	February 6, 2018			
36	Finalize Bond Resolution & Ordinance per low bid	TWG	February 6, 2018			
37	Publish Bond Ordinance, mail final Official Statement	TWG	February 9, 2018			
38	Transcript to Attorney General, bonds to Staet Treasurer	TWG	February 12, 2018			
39	Bond Closing	GKB	March 6, 2018			

Rev 5/31/17



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Steve Cottrell, Assistant to the City Manager  
**DATE:** June 6, 2017  
**RE:** 2017 General Obligation Bond Issue

---

### **ISSUE:**

The Governing Body is asked to consider and approve projects for a General Obligation Bond issue in 2017.

### **BACKGROUND:**

At the April 18, 2017 regular meeting, staff briefed the Governing Body on the 2017 and 2018 Capital Improvement Programs and the potential need for bond financing.

The current General Obligation Bond Debt schedule is attached. As shown, we had an increase of \$216,521 in debt service for 2017. In 2018 we will have a reduction in debt service of \$194,655 (0.96 mills) this would service approximately \$1,560,000 in new debt at no increase to the 2018 Bond and Interest mill levy.

By mid-December this year, we will need to permanently finance the \$2,250,000 Central Fire Station addition and watermain relocation that was financed with temporary notes in December of 2015. Debt service on this amount would be approximately \$270,000.

We also have to provide funding for the local share of the Farmland Road improvements for the Transload Facility which will be undertaken yet this year. The total estimated cost of the project, including right-of-way and utility relocation, is \$2,430,000. The KDOT Economic Development grant provides \$1,500,000, leaving a local share of \$930,000. Debt service on this would be approximately \$111,800. While we can still discuss splitting this cost with Finney County, or possibly using KDOT Fund Exchange, for a portion of the cost, staff recommends including this in the bond issue; it can be decreased or deleted before the actual bond sale.

The third project is the Pioneer Pathway, with a \$246,400 KDOT TA grant on a \$400,000 total project, including right-of-way and design costs which are not grant eligible. The City's share would be \$153,600, with a debt service of approximately \$18,900.

### **ALTERNATIVES:**

1. Authorize staff to proceed with the bond sale for all three projects.
2. Authorize staff to proceed with the bond issue for only the fire station/watermain and Farmland Road.
3. Defer action to a later date in the budget process.

**RECOMMENDATION:**

Staff recommends authorization to proceed with Alternate 1 or 2 for the 2017 GO Bond issue.

**FISCAL NOTE:**

If Alternate 1 is authorized, the total bond issue would be \$3,336,600 in principal, with an annual debt service of \$401,200. This would represent a \$192,000, (1.02 mills) increase to the 2018 Bond and Interest Fund.

If Alternate 2 is authorized, the total bond issue would be \$3,180,000 in principal, with an annual debt service of \$383,400. This would represent a \$173,000, (0.93 mills) increase to the 2018 Bond and Interest Fund.



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Melinda Hitz, Finance Director  
**DATE:** June 6, 2017  
**RE:** 2016 Comprehensive Annual Financial Report

---

### **ISSUE:**

1:30 p.m. - Charles H. Claar Jr., Theresa Dasenbrock, and Kristen Sekavec, from accounting firm Lewis, Hooper & Dick, LLC, will present the City's 2016 Comprehensive Annual Financial Report.

### **BACKGROUND:**

The City of Garden City is subject to an annual audit every year due to grant guidelines and other financial obligations.

### **ALTERNATIVES:**

None.

### **RECOMMENDATION:**

Staff recommends that you accept the 2016 Comprehensive Annual Financial Report as presented.

### **FISCAL NOTE:**

None.

### **ATTACHMENTS:**

Description	Upload Date	Type
2016 Comprehensive Annual Financial Report	6/2/2017	Backup Material





# Auditors Report

12/31/16

Presented by:

Charles H. Claar, Jr., CPA  
Theresa Dasenbrock, CPA, CFE  
Lewis, Hooper & Dick, LLC







# Highlights

- Unmodified Auditors Report on the primary government with no findings or questioned costs on federal funds and programs.
- No material statutory violations noted.
- Total assets and deferred outflows of all City funds      \$227,027,433
- Total revenue of all City funds  
                    \$85,583,047
- General fund balance increased  
                    \$27,836 to \$7,217,978



# Debt Outstanding

## 12/31/16

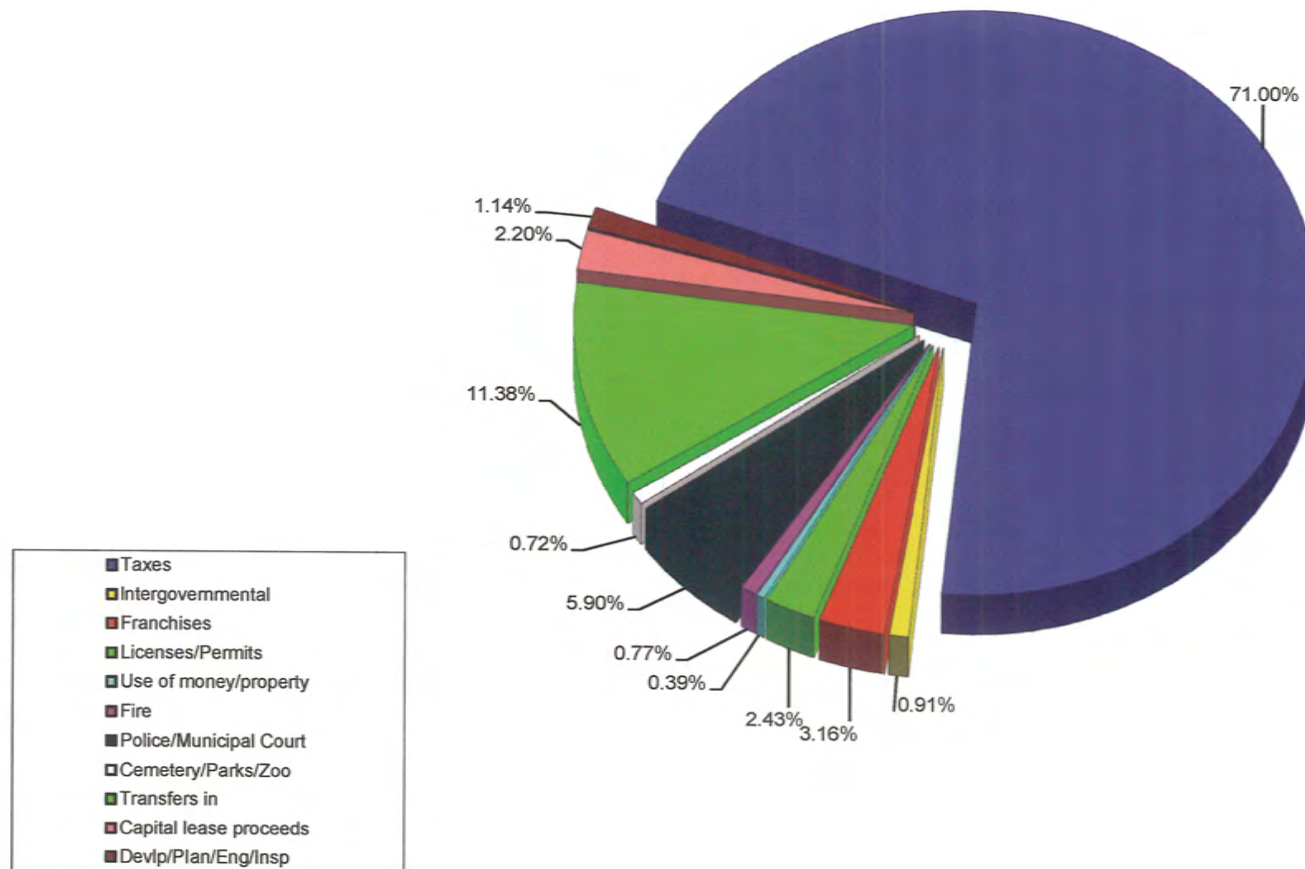
- General Obligation Bonds  
\$28,759,782
- General Obligation Bonds - Utility funds  
\$12,205,218
- Temporary Notes  
\$4,045,000
- Capital Leases  
\$44,656,219
- KMEA Loan  
\$56,499



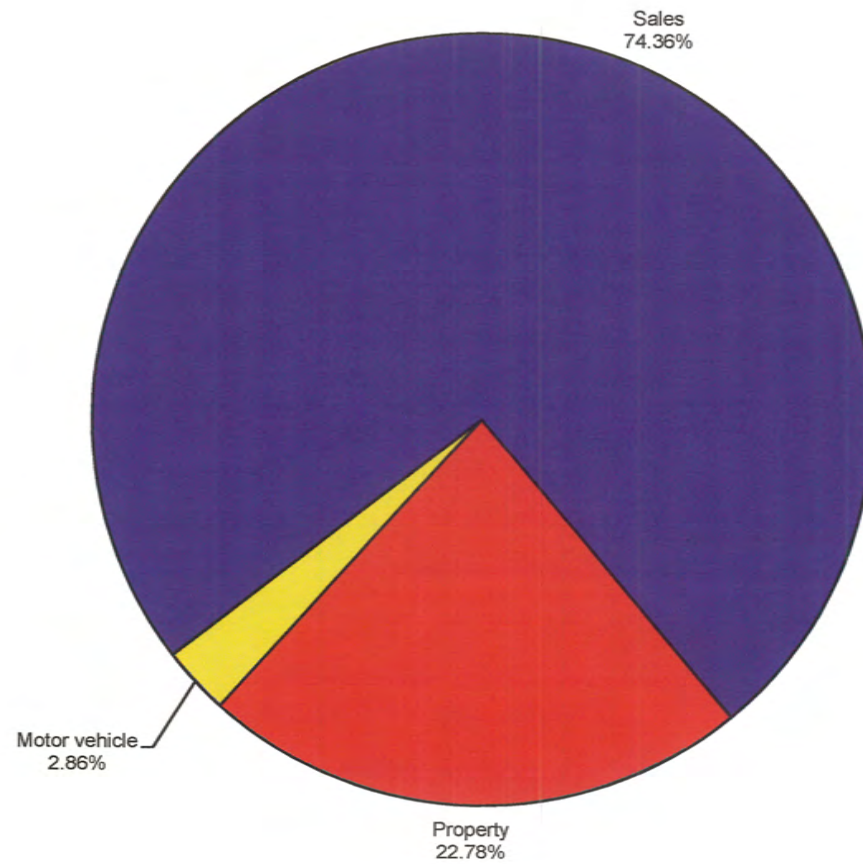
# Enterprise Funds

	Electric	Water & Sewer	Airport
Current assets	Up 5.5%	Down 30.2%	Up 27.0%
Net position	Up 14.6%	Up 5.6%	Up 9.9%
Operating revenues	Down 0.5%	Up 4.2%	Up 7.2%
Invested in property, plant & equipment	\$3,564,233	\$2,560,321	\$2,480,234

## City of Garden City, Kansas 2016 Revenue – General Fund

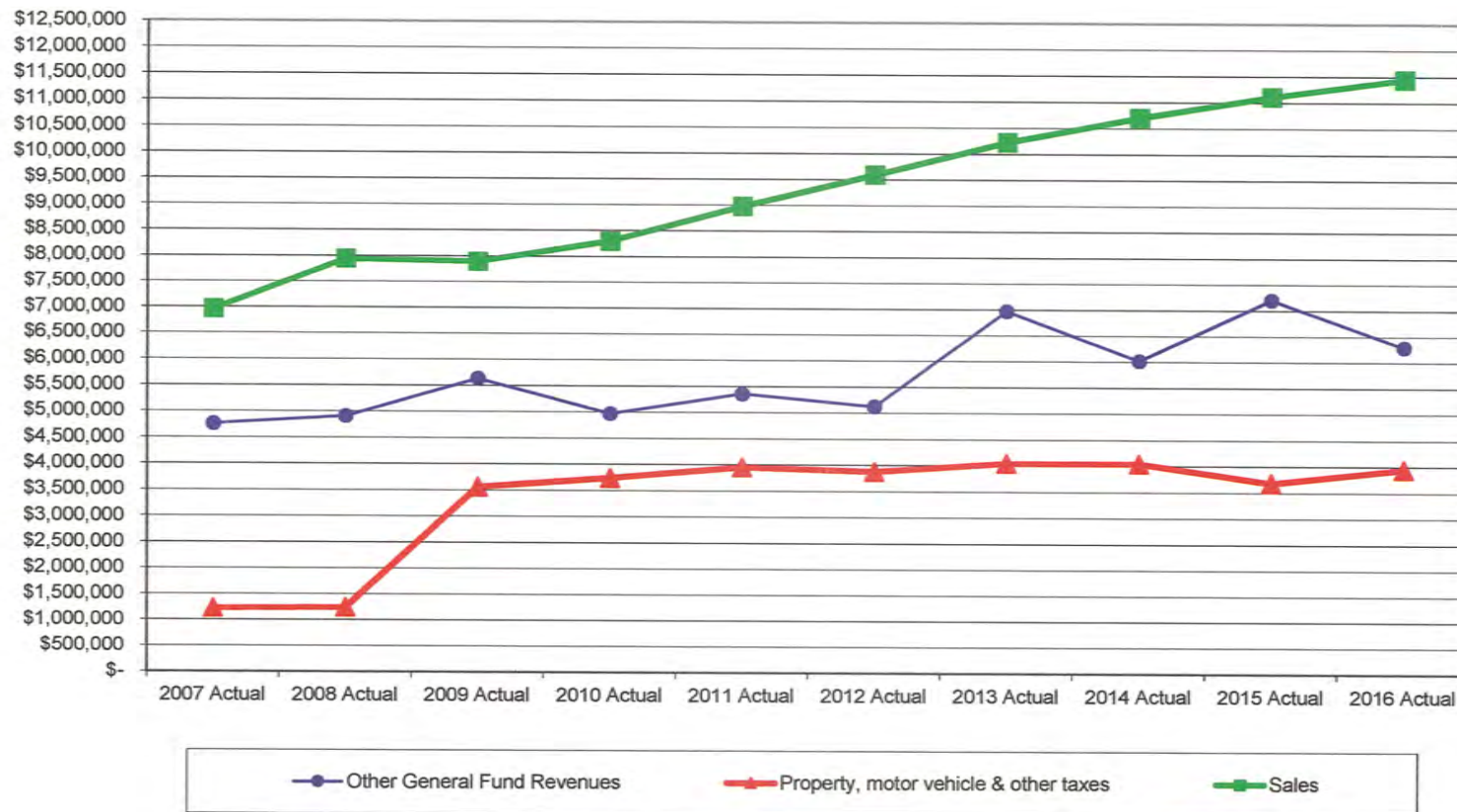


## City of Garden City, Kansas 2016 Taxes – General Fund



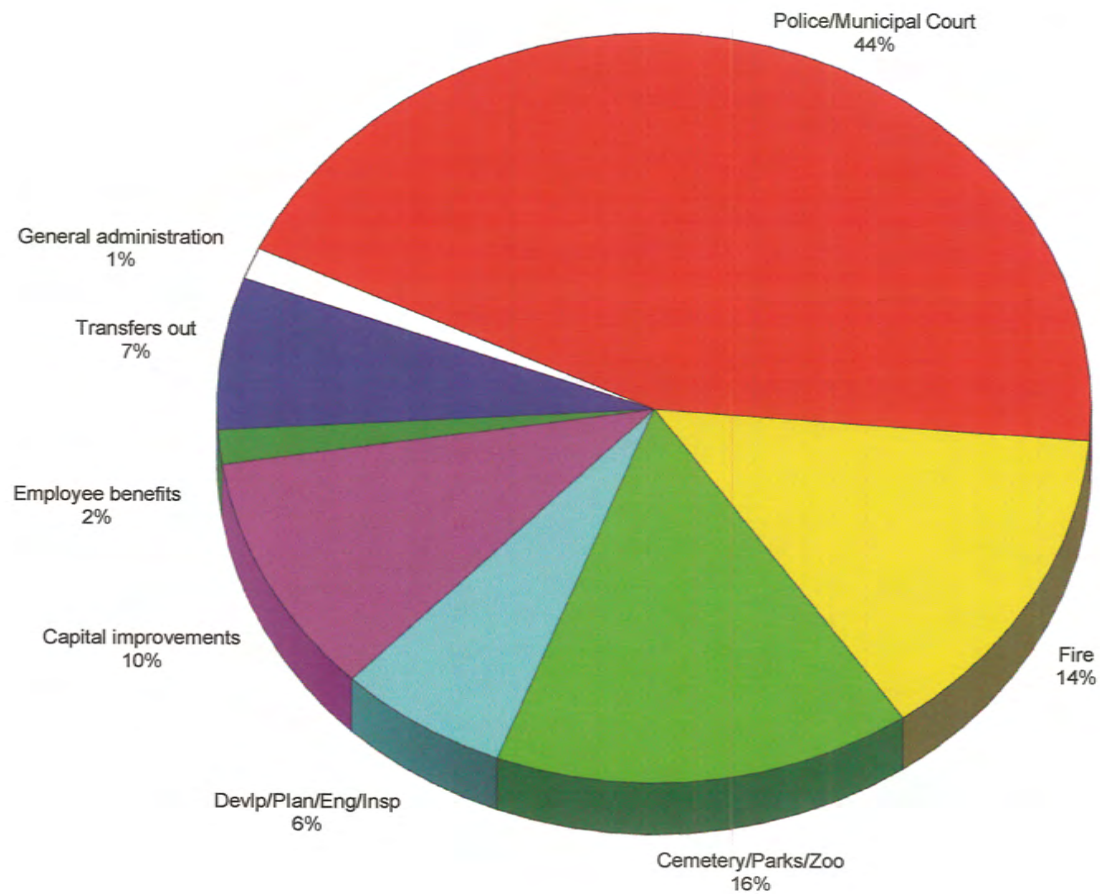


## City of Garden City, Kansas Comparison of Revenues – General Fund



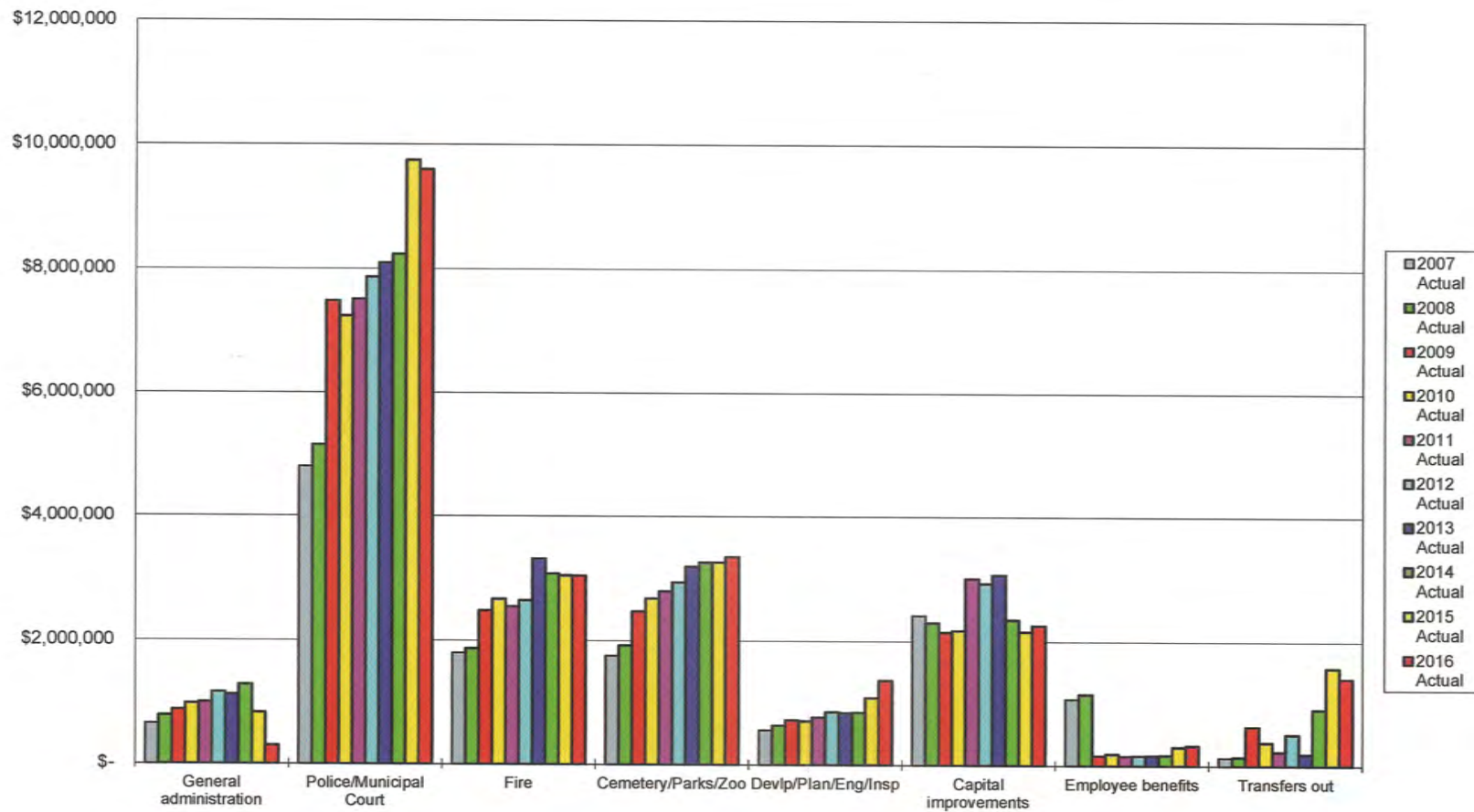
Note: 2009 taxes include an increase due to consolidation of the Employee Benefit fund into the various departments.

# City of Garden City, Kansas 2016 Expenditures – General Fund



# City of Garden City, Kansas

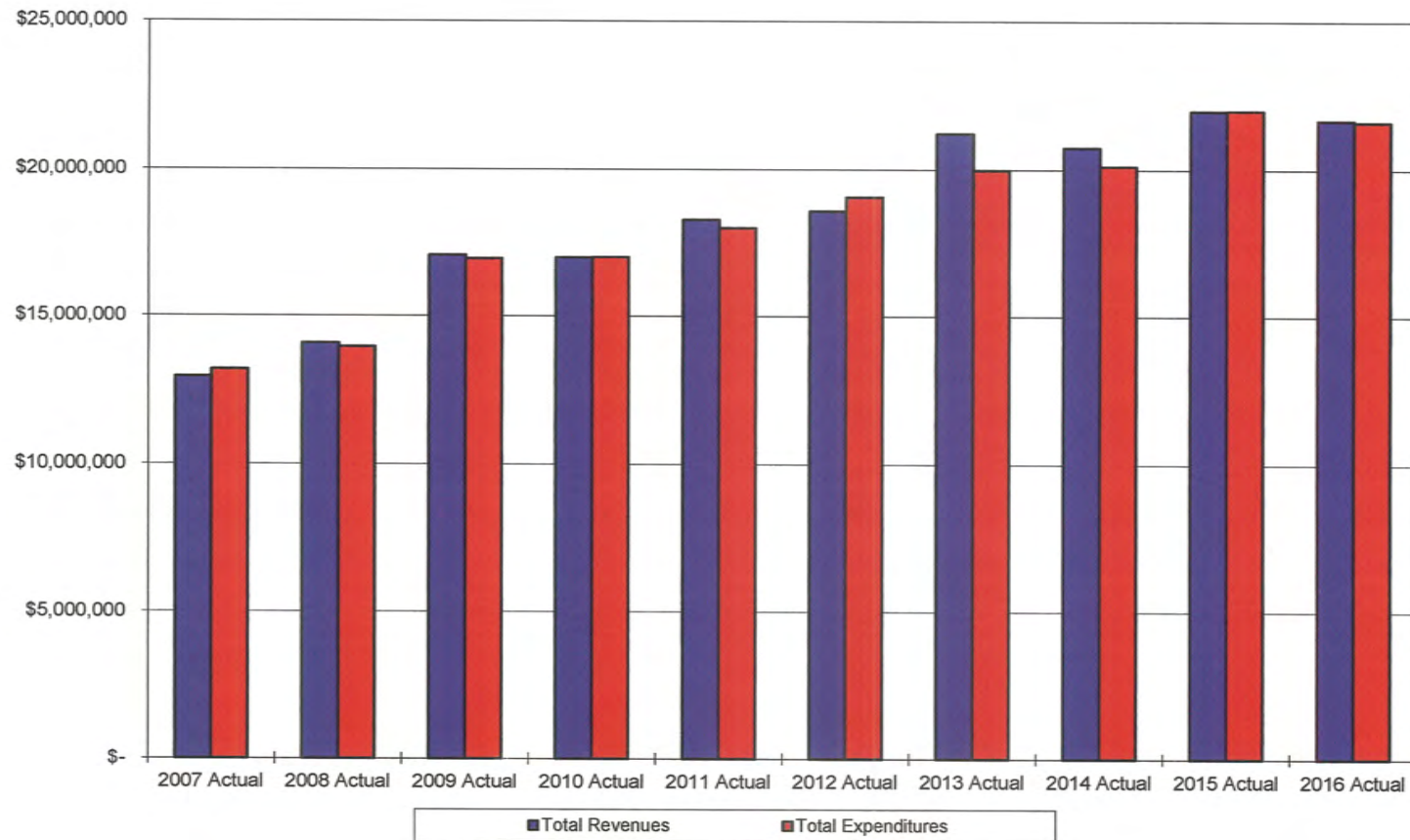
## Comparison of Expenditures – General Fund



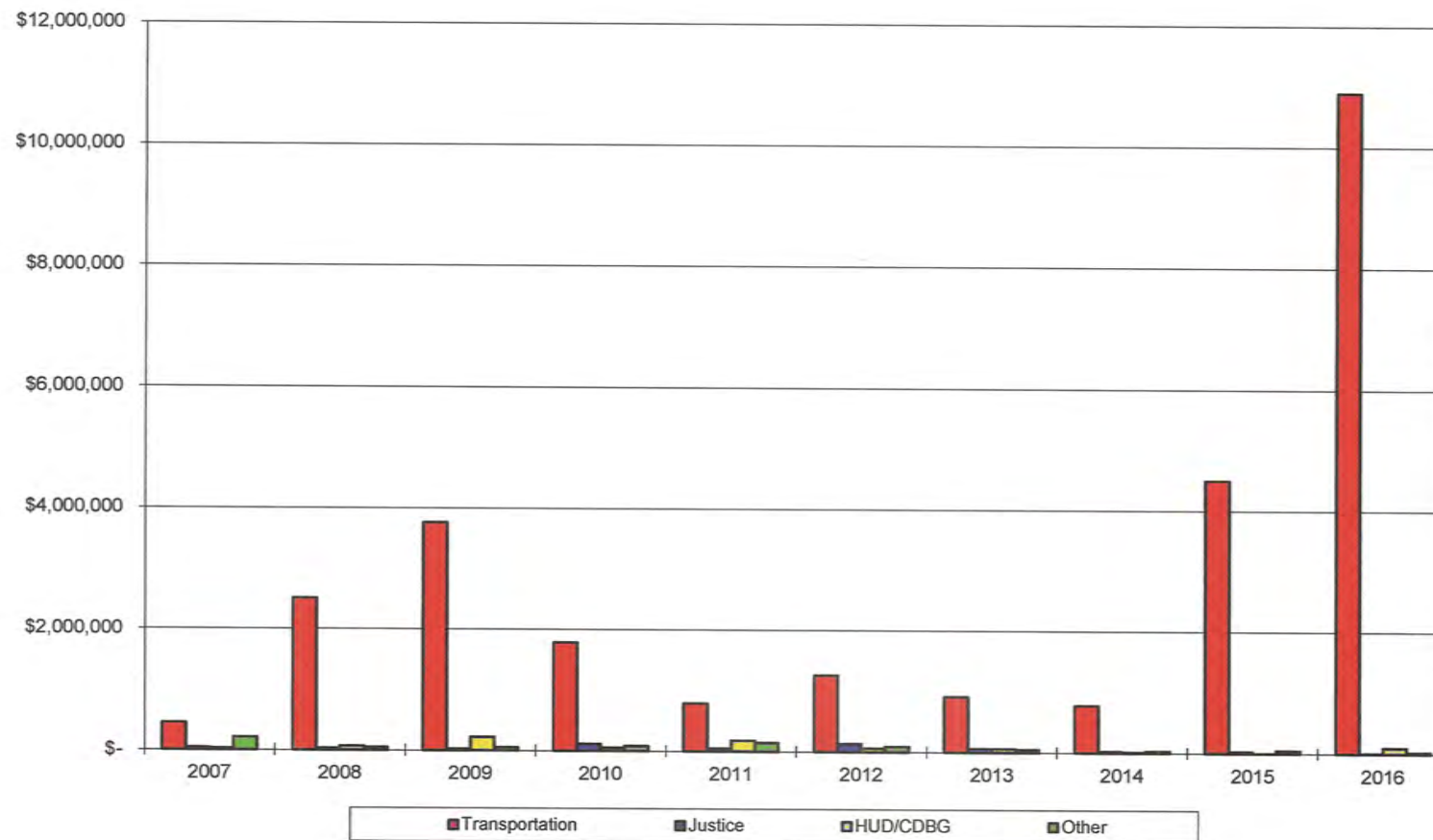


# City of Garden City, Kansas

## Comparison of Revenues & Expenditures – General Fund



## City of Garden City, Kansas Comparison of Expenditures of Federal Awards

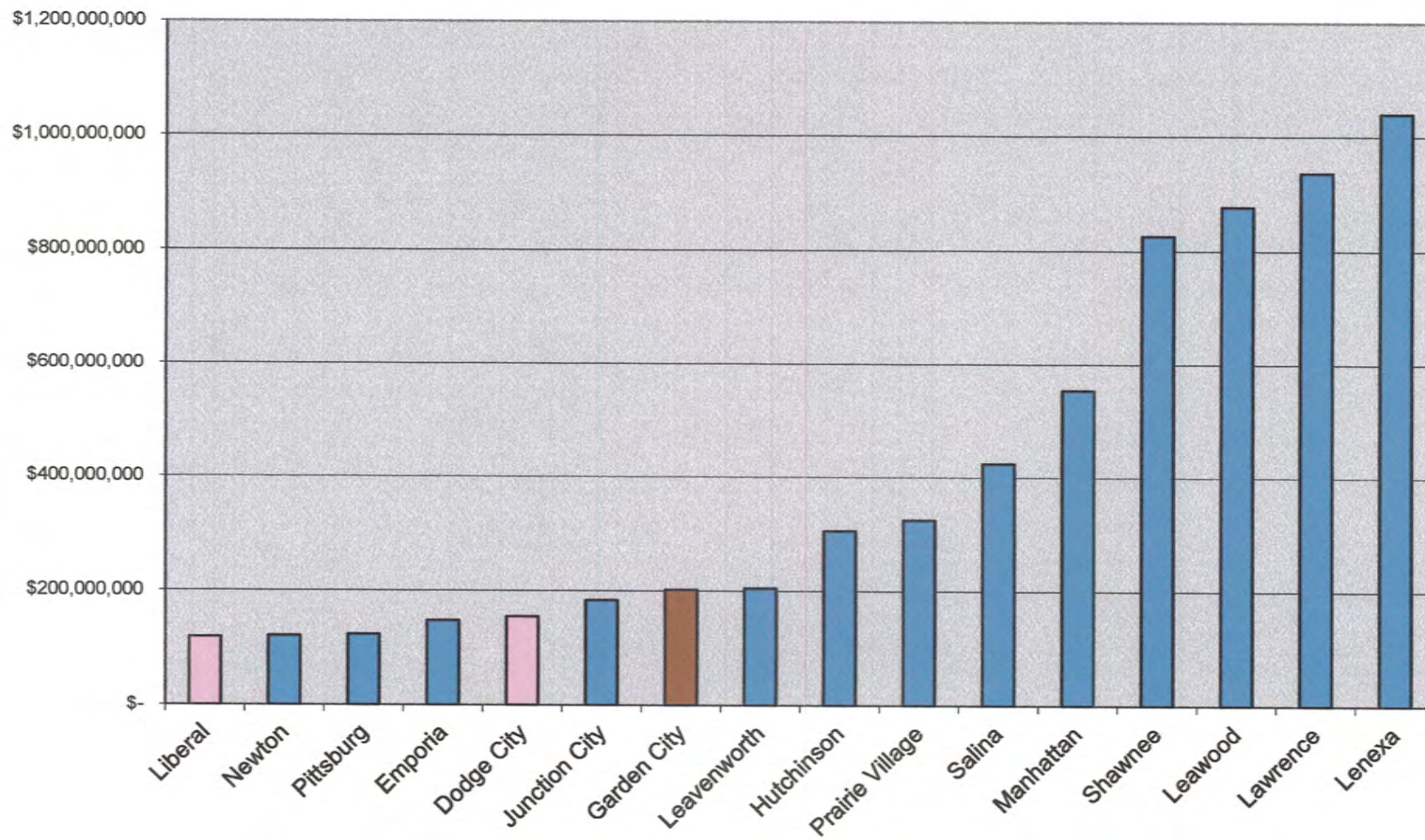




# Other Information

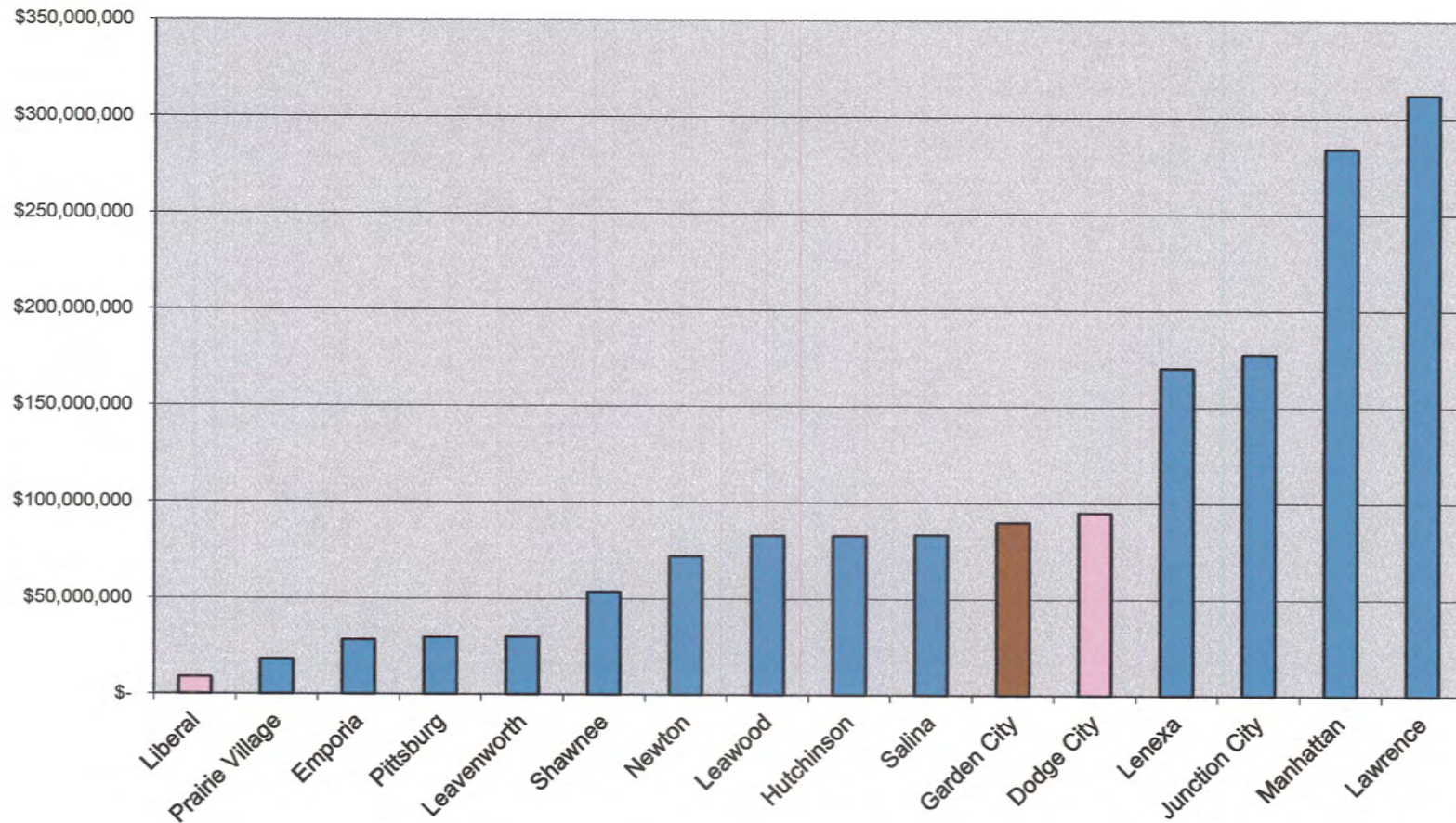
- Comparisons to other first class cities with populations over 15,000 and under 100,000.
- 16 cities fall into this class.
- Information for 2016 levy year as provided by League of Municipalities.

## Assessed Tangible Valuation

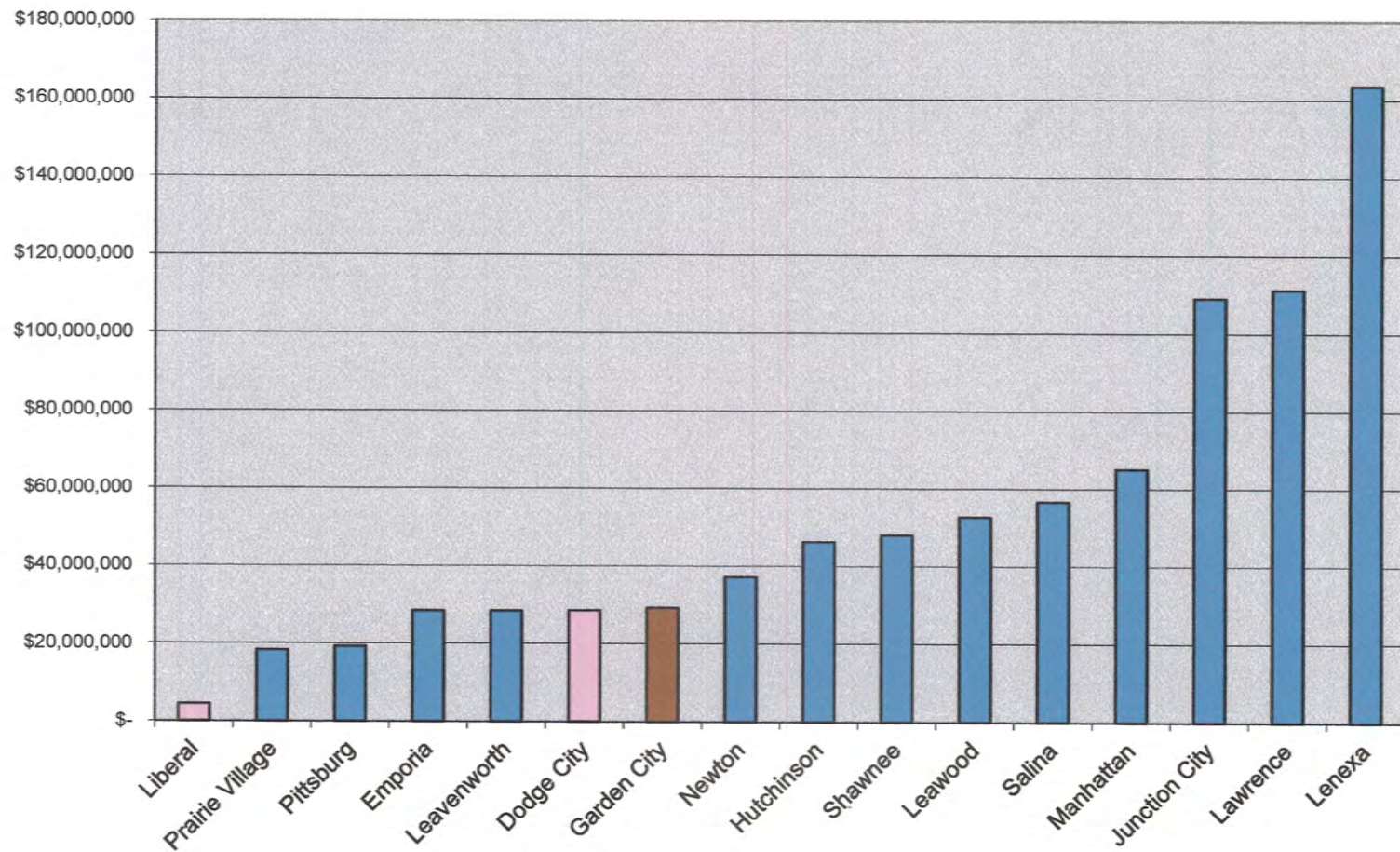




## Total Debt

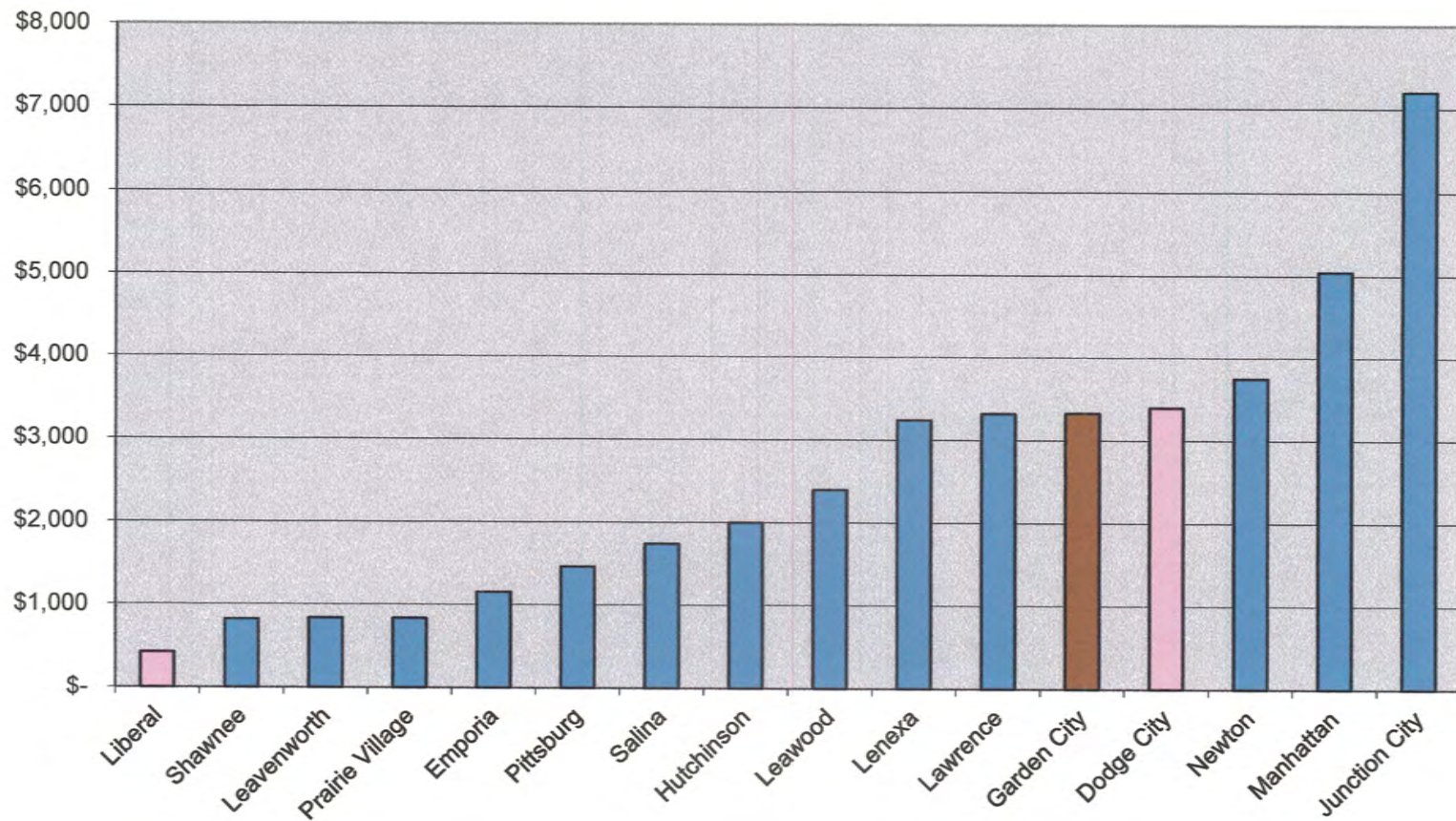


## General Obligation Bonds

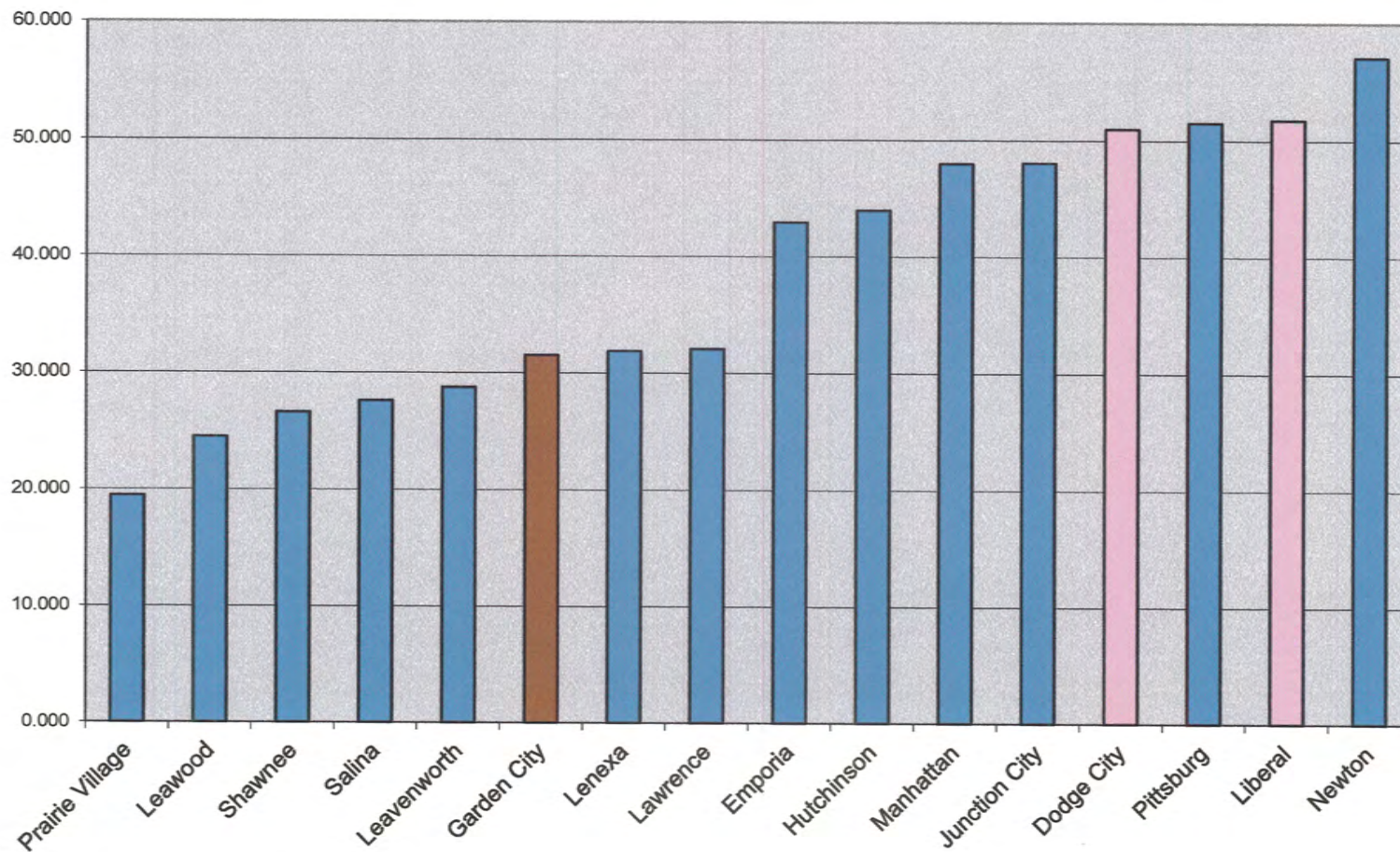




## Debt per Capita

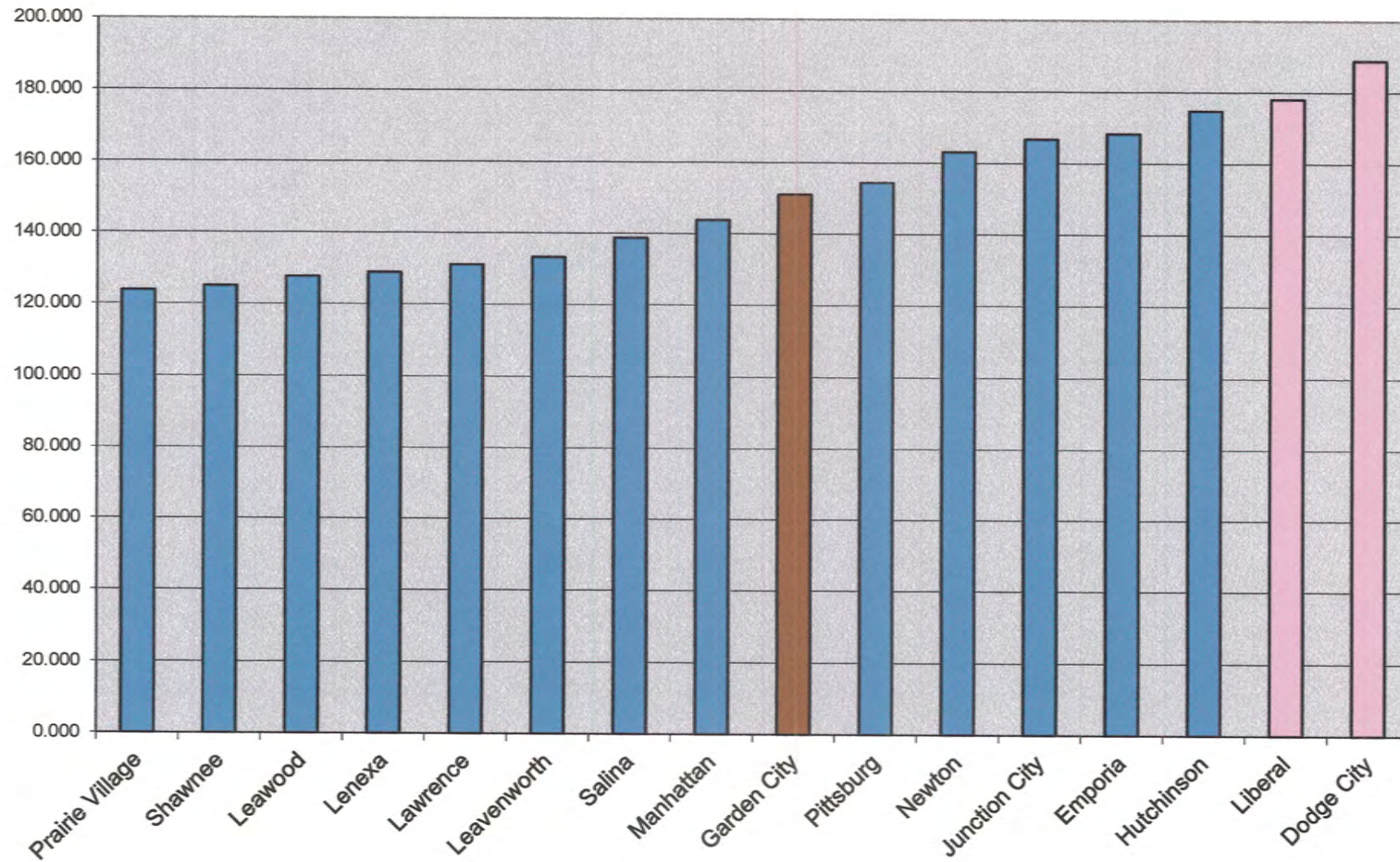


## Total City Levy





## Total Mills Levied in City





## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Rachelle Powell, Director of Aviation  
**DATE:** June 6, 2017  
**RE:** AIP 39 Bids

---

### **ISSUE:**

The Governing Body is asked to consider and approve the bid from Multicon, Inc., for the terminal apron rehabilitation, construction of Runway 17-35 repairs and replacement of airfield holding position signs at the Garden City Regional Airport - Airport Improvement Program (AIP) 3-20-00-24-39.

### **BACKGROUND:**

The Pavement Condition Index (PCI) report completed in 2012 resulted in an average PCI value of 59 for the entire terminal apron. Further visual inspections have been conducted and confirmed that the pavement is in fair condition with the exception of failed joint sealant, various spalls, and a few damaged panels. The Terminal Apron Rehabilitation will reseal the joints, repair spalls and replace panels. The construction of Runway 17-35 repairs were identified in November 2016. The pavement repair will consist of replacing approximately six panels on the runway. The repair may close the runway for a maximum of seven days; however the secondary runway will remain open to reduce the impact to operations. The airfield holding position signs will be replaced as they were identified to be out of compliance during the September 2016 FAA inspection.

The project was publicly advertised for bid on April 7, 2017 and the bid opening was on May 5, 2017. The airport received one bid from Multicon, Inc., in the amount of \$529,400. Accepting the bid would authorize the Mayor and City Clerk to execute the contract agreement upon FAA concurrence of the award.

HNTB has provided the attached documentation: Recommendation for Award of Construction Contract, Bid Tabulation, Contract Award Documentation and the Explanation of Single Bid.

### **ALTERNATIVES:**

1. Approve the bid in the amount of \$529,400 from Multicon, Inc., for the terminal apron rehabilitation, construction of Runway 17-35 repairs and replacement of airfield holding position signs at the Garden City Regional Airport - Airport Improvement Program (AIP) 3-20-00-24-39.
2. Do not award the bid.
3. Governing Body guidance to staff.

### **RECOMMENDATION:**

Staff recommends approval of the bid in the amount of \$529,400 from Multicon, Inc., for the

terminal apron rehabilitation, construction of Runway 17-35 repairs and replacement of airfield holding position signs at the Garden City Regional Airport - Airport Improvement Program (AIP) 3-20-00-24-39.

**FISCAL NOTE:**

The FAA will fund 90% and the City of Garden City will fund 10%. The City's portion of the project is included in the 2017 Airport budget 061. Total cost including engineering and construction expenses is as follows:

<b>Total Project Costs</b>	<b>\$739,572</b>
<i>Federal Funds 90%</i>	<i>\$665,615</i>
<i>City Funds 10%</i>	<i>\$ 73,957</i>

**ATTACHMENTS:**

Description	Upload Date	Type
HNTB Supporting Bid Documentation	5/31/2017	Backup Material

May 30, 2017

Ms. Rachelle Powell  
Director of Aviation  
Garden City Regional Airport  
2225 S. Air Service Rd., Suite 112  
Garden City, KS 67846

**Re: HNTB Recommendation for Award of Construction Contract  
Terminal Apron Rehabilitation**

Dear Ms. Powell:

HNTB has reviewed the one bid package received Friday, May 5 for the *Terminal Apron Rehabilitation*. Enclosed is documentation for the contract award.

**HNTB recommends the contract be awarded to Multicon, Inc. of Wichita, Kansas in the amount of \$529,400.00.** The Multicon, Inc. bid represents the lowest bid and meets the requirements to be considered a responsive and responsible bid. A single unit price and cost extension discrepancy was found and reconciled in the bid proposal from Multicon, Inc and the cost previously mentioned accounts for this correction.

With regard to DBE participation on the project, Multicon, Inc. was able to meet the City's 4.56 percent DBE goal. They achieved a total DBE participation of 11.65% through the utilization of Cillessen and Sons, Inc. for the bid.

The City of Garden City should retain the bid bond from Multicon, Inc. as they are the lowest and sole bidder, respectively. Following City acceptance of the Multicon, Inc. bid and successful execution of the construction contract between the City and Multicon, Inc., The City of Garden City should return the bid bond to Multicon, Inc.

Following your review of this letter and the attachments, please forward one copy of the enclosed bid tabulation documents and a Sponsor-written Recommendation of Award letter to Todd Rastorfer per FAA requirements.

If you have any questions please do not hesitate to contact me at (816) 527-2433.

Sincerely,  
HNTB Corporation

Ryan A. Shropshire, PE

A handwritten signature in black ink, appearing to read 'R. Shropshire', with a stylized flourish at the end.

Enclosures

**Garden City Regional Airport AIP 3-20-0024-039**

**Terminal Apron Rehabilitation**

**Contract Award Documentation per Section 1020 of AIP Sponsor Guide**

The Contractor's (Multicon, Inc.) bid was reviewed for errors, proper extension of unit prices, bid irregularities and balance, and for bidder responsiveness and guarantee.

The contractor's bid acknowledged the receipt of the Addendum Number 1 on May 3, 2017.

The contractor's bid included the required 5% bid bond.

The contractor's bid certified 100% compliance with the buy America clause.

The contractor's bid utilized DBE firm's participation that exceeded the project DBE goal of 4.56% and all required documents were provided and signed.

All appropriate signatures were included with the bid and its documentation.

The contractor provided evidence of their ability to perform the work required in the contract.

**The following Attachments have been included to support the Contract Award:**

Attachment A: Copy of Bid Tabulation

Attachment B: DBE Information

Attachment C: Buy American

Attachment D: Sponsor Certification for Award of Contract

**Attachment A: Copy of Bid Tabulation**

Garden City Regional Airport  
 BID TABULATION  
 A.I.P. PROJECT NUMBER: 3-20-0024-039  
 PROJECT TITLE: Terminal Apron Pavement Rehabilitation  
 5/5/17 @ 3:00 pm  
 NOTE: IN THE EVENT OF DISCREPANCY, UNIT PRICE SHALL GOVERN.

**BASE BID**

					ENGINEER'S ESTIMATE		Multicon Inc.	
Item No.	FAA No.	SY	Quantity	Item Description:	Unit Price	Extension	Unit Price	Extension
1	M-102-1	LS	1.00	Maintenance of Traffic	\$14,000.00	\$14,000.00	\$49,434.00	\$49,434.00
2	M-362-1	LF	61,000.00	Joint Sealing	\$2.50	\$152,500.00	\$1.93	\$117,730.00
3	M-362-2	LF	3,000.00	Crack Sealing	\$3.00	\$9,000.00	\$2.48	\$7,440.00
4	M-564-1	SF	500.00	Partial Depth Repair	\$20.00	\$10,000.00	\$22.00	\$11,000.00
5	M-564-2	SF	200.00	Full Depth Repair	\$30.00	\$6,000.00	\$27.50	\$5,500.00
6	M-564-3	SY	300.00	9" Concrete Panel Replacement	\$200.00	\$60,000.00	\$165.00	\$49,500.00
7	M-564-4	SY	300.00	11" Concrete Panel Replacement	\$225.00	\$67,500.00	\$192.50	\$57,750.00
8	P-101-1	SY	200.00	9" PCC Pavement Removal	\$25.00	\$5,000.00	\$24.75	\$4,950.00
9	P-101-2	SY	200.00	11" PCC Pavement Removal	\$30.00	\$6,000.00	\$27.50	\$5,500.00
10	P-105-1	LS	1.00	Mobilization	\$66,000.00	\$66,000.00	\$68,440.60	\$68,440.60
11	P-152-1	CY	110.00	Unclassified Excavation	\$20.00	\$2,200.00	\$22.00	\$2,420.00
12	P-154-1	SY	300.00	9" AB-3 Subbase Coarse	\$20.00	\$6,000.00	\$8.25	\$2,475.00
13	P-209M-1	SY	300.00	6" Crushed Aggregate Base Coarse	\$25.00	\$7,500.00	\$16.50	\$4,950.00
14	P-620-1	SF	11,000.00	Pavement Marking	\$2.00	\$22,000.00	\$1.67	\$18,370.00
15	P-621-1	SY	300.00	Runway Grooming	\$30.00	\$9,000.00	\$22.00	\$6,600.00
16	L-108-1	LF	4,000.00	#8 L-824C 5kV Cable Installed In Duct Or Conduit	\$1.20	\$4,800.00	\$3.74	\$14,960.00
17	L-108-2	LF	80.00	#6 Solid BSDC Counterpoise, Incl. Ground Rods And Connectors	\$1.00	\$80.00	\$2.59	\$207.20
18	L-108-3	LF	80.00	#6 BSDC Ground, Incl. Ground Rods And Connectors	\$2.50	\$200.00	\$5.67	\$453.60
19	L-110-1	LF	80.00	1W-2" Sch. 40 PVC Conduit, DEB, Incl. Trench And Backfill	\$8.00	\$640.00	\$5.83	\$466.40
20	L-125-1	EA	14.00	Remove Sign And Transformer	\$250.00	\$3,500.00	\$3.80	\$53.20
21	L-125-2	EA	8.00	Demo Sign Foundation	\$500.00	\$4,000.00	\$660.00	\$5,280.00
22	L-125-3	EA	8.00	Furnish L-858 LED Lighted Sign, Size 1, Style 2/3, 2 Module, Incl. Transformer	\$2,750.00	\$22,000.00	\$4,290.00	\$34,320.00
23	L-125-4	EA	6.00	Furnish L-858 LED Lighted Sign, Size 1, Style 2/3, 3 Module, Incl. Transformer	\$3,750.00	\$22,500.00	\$5,280.00	\$31,680.00
24	L-125-5	EA	6.00	Construct Foundation For 2 Mod Sign	\$1,250.00	\$7,500.00	\$2,200.00	\$13,200.00
25	L-125-6	EA	2.00	Construct Foundation For 3 Mod Sign	\$1,750.00	\$3,500.00	\$2,200.00	\$4,400.00
26	L-125-7	EA	8.00	Install 2 Module Sign And Transformer Incl. Connector Kits	\$500.00	\$4,000.00	\$880.00	\$7,040.00
27	L-125-8	EA	6.00	Install 3 Module Sign And Transformer Incl. Connector Kits	\$600.00	\$3,600.00	\$880.00	\$5,280.00
<b>BASE BID TOTAL ITEMIZED PRICES</b>						\$519,020.00		\$529,400.00

**Attachment B: DBE Information**



**UTILIZATION STATEMENT  
Disadvantage Business Enterprise**

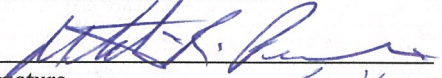
The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner. (Please mark the appropriate box)

- ☒ The bidder/offeror is committed to a minimum of 4.56 %DBE utilization on this contract.
- ☐ The bidder/offeror, while unable to meet the DBE goal of 4.56 %, hereby commits to a minimum of    % DBE utilization on this contract and also submits documentation, as an attachment, demonstrating good faith efforts (GFE).

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

Multicon Inc.

Bidder's/Offeror's Firm Name

  
Signature *President.*

05/17/2017

Date

**DBE UTILIZATION SUMMARY**

	<u>Contract Amount</u>		<u>DBE Amount</u>	<u>Contract Percentage</u>
DBE Prime Contractor	\$ <u>          </u> x 1.00 =		\$ <u>          </u>	<u>          </u> %
DBE Subcontractor	\$ <u>61,660.00</u> x 1.00 =		\$ <u>61,660.00</u>	<u>11.65</u> %
DBE Supplier	\$ <u>          </u> x 0.60 =		\$ <u>          </u>	<u>          </u> %
DBE Manufacturer	\$ <u>          </u> x 1.00 =		\$ <u>          </u>	<u>          </u> %
Total Amount DBE			\$ <u>61,660.00</u>	<u>11.65</u> %
DBE Goal			\$ <u>24,141.00</u>	<u>4.56</u> %

\* If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

**LETTER OF INTENT**  
**Disadvantage Business Enterprise**  
*(This page shall be submitted for each DBE firm)*

**Bidder/Offer**

Name: Multicon Inc.  
 Address: 3082 S All Hallows  
 City: Wichita State: KS Zip: 67217

**DBE Firm:**

DBE Firm: Cillesen & Sons, Inc  
 Address: 2300 E Tigua  
 City: Kechi State: KS Zip: 67067

**DBE Contact Person:**

Name: Paula Cillesen Phone: 316-682-2400

**DBE Certifying Agency:**

Kansas Dept. of Transportation Expiration Date: 02/02/2020  
*Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.*

**Classification:**

☐ Prime Contractor ☒ Subcontractor ☐ Joint Venture  
☐ Manufacturer ☐ Supplier

Work item(s) to be performed by DBE	Description of Work Item	Quantity	Total
001	Maintenance of Traffic	1 LS	\$45,000.00
010	Mobilization	1 LS	\$5,000.00
014	Pavement Marking	11,000 SF	\$11,660.00

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

DBE contract amount: \$ 61,660.00 Percent of total contract: 11.65 %

**AFFIRMATION:**

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: Paula Cillesen President  
 (Signature) (Title)

If not submitted with the proposal, the successful Bidder shall furnish, prior to execution of the contract agreement, written affirmation from each identified Disadvantaged Business Enterprise (DBE) firm of their intent to participate in the project.

**In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.**



# KANSAS STATEWIDE CERTIFICATION PROGRAM



## CERTIFIES

*Cillessen & Sons, Inc.*

*Disadvantaged Business Enterprise (DBE)/Woman Business Enterprise (WBE)*

NAICS Code/Work Type(s): 237310-Highway, Street & Bridge Construction

2/2/2017

Effective Date

*Rhonda Harris*

Rhonda Harris, Director  
Office of Minority & Women Business  
Kansas Department of Commerce

*Doria Watson*

Doria Watson, Administrator  
Office of Civil Rights Compliance  
Kansas Department of Transportation

## **Attachment C: Buy American**



**Buy America Certification**  
(Title 49 U.S.C. Section 50101)

<b>PROJECT NAME:</b>	Terminal Apron Rehabilitation
<b>AIRPORT NAME:</b>	Garden City Regional Airport
<b>AIP NUMBER:</b>	3-20-0024-039

This solicitation and any resulting contract are subject to the Buy America requirements of 49 U.S.C. Section 50101. The bidder certifies it and all associated subcontractors will comply with the Buy American preferences established under Title 49 U.S.C. Section 50101 as follows:

**U.S.C. Section 50101 - Buying goods produced in the United States**

- (a) Preference. - The Secretary of Transportation may obligate an amount that may be appropriated to carry out section 106(k), 44502(a)(2), or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title for a project only if steel and manufactured goods used in the project are produced in the United States.
- (b) Waiver. - The Secretary may waive subsection (a) of this section if the Secretary finds that -
- (1) Applying subsection (a) would be inconsistent with the public interest;
  - (2) The steel and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality;
  - (3) When procuring a facility or equipment under section 44502(a)(2) or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title -
    - A. The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the facility or equipment; and
    - B. Final assembly of the facility or equipment has occurred in the United States; or
  - (4) Including domestic material will increase the cost of the overall project by more than 25 percent.
- (c) Labor Costs. - In this section, labor costs involved in final assembly are not included in calculating the cost of components.

As a matter of bid responsiveness, the bidder or offeror must complete and submit this certification with their bid proposal. The bidder must sign and date the certification. The bidder/offeror must indicate how they propose to comply with the Buy America provision by selecting one of the following certification statements.

☒ **The bidder hereby certifies that it will comply with Title 49 U.S.C Section 50101(a) by only installing steel and manufactured products produced in the United States of America. The bidder further agrees that if chosen as the apparent low bid, it will submit documentation to the owner that demonstrate all steel and manufactured products are 100% manufactured in the United States.**

☐ **The bidder hereby certifies that it cannot fully comply with the Buy America preferences of Title 49 U.S.C Section 50101(a); the bidder therefore requests a waiver per Title 49 U.S.C Section 50101(b). The bidder further agrees that upon notification from the Owner, the bidder identified with the apparent low bid agrees to prepare and submit a waiver request and component calculation information to the owner within Thirty (30) calendar days of the date of the notice of apparent low bid.**

Multicon Inc.

05/17/2017

Bidder's Firm Name

Date

Signature

**Attachment D: Sponsor Certification for Award of Contract**



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## Equipment and Construction Contracts Airport Improvement Sponsor Certification

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Sponsor: City of Garden City, Kansas

Airport: Garden City Regional Airport

Project Number: AIP 3-20-0024-039

Description of Work: Terminal Apron Pavement Rehabilitation

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor ([www.dol.gov](http://www.dol.gov)) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☒ Yes   ☐ No   ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).  
☒ Yes ☐ No ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.  
☒ Yes ☐ No ☐ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
  - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
  - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
  - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
  - c. Publicly opened at a time and place prescribed in the invitation for bids; and
  - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☒ Yes ☐ No ☐ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
  - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
  - c. Listing of evaluation factors along with relative importance of the factors.
- ☒ Yes ☐ No ☐ N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).  
☒ Yes ☐ No ☐ N/A



8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances( 41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

☒ Yes ☐ No ☐ N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

#### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

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

Name of Sponsor: City of Garden City, Kansas

Name of Sponsor's Authorized Official: Rachelle Powell

Title of Sponsor's Authorized Official: Director of Aviation

Signature of Sponsor's Authorized Official: \_\_\_\_\_

*Rachelle Powell*

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

**Garden City Regional Airport AIP 3-20-0024-039**  
**Terminal Apron Rehabilitation**

**Explanation of Single Bid Received per Section 1010 of AIP Sponsor Guide**

1) This project and its plans were listed with the following agencies:

Kansas Construction News Report (KCNR)  
American Concrete Pavement Association  
ePlan Online Plan Room Service  
Dodge Data & Analytics  
Construct Connect

In addition to the above agencies, phone calls were made to over 25 potential bidders, in an effort to interest them in bidding on the project. The majority of the contractors that were contacted had all the work they could handle, already under contract, felt that the project scope was too small, or the location was too far to for a competitive bid. Three contractors attended the pre-bid meeting and indicated an interest in bidding on the project. Multicon, Inc. was the only contractor to submit a bid. The reasons for not bidding responses from JAG Construction, and Emery Sapp & Sons, Inc. can be found in **Attachment A**. The primary reasons were due to the constraints of other potential/ ongoing projects and the ability to submit a competitive bid based on the FAA requirements.

2) We have reviewed the plans and specifications for this project and we do not believe the project requirements to unduly restrict competition. Most potential contractors will need to mobilize in from several hours away and potentially results in contractor's crews being assigned to more easily accessible projects. A taxiway project was bid in May of 2015 at Garden City Regional Airport and two contractors' submitted bids, but neither decided to bid on this project for reasons previously stated. A Taxilane and access road project was also bid in May of 2016 but only one contractor had submitted a bid on the project.

3) An analysis of the bid prices for this project has been made and can be found in **Attachment B**. Prices from two KDOT projects wage areas, similar scope projects, along with prices obtained, in a recent bid opening, at the Garden City Regional Airport. The prior Garden City projects were slightly larger project than the Terminal Apron Pavement Rehabilitation project, so the unit prices will be lower than those received for this project. This is due to the greater quantities and spreading costs over those quantities. KDOT has fewer projects in the applicable District and most of the projects they do have are asphalt mill and overlay, and grading. Few of the KDOT bid items are comparable to FAA bid items due to the difference in specifications and to the manner in which the bid items are broken out. The bid prices received for the Garden City project, compared well with bid prices from other projects, where the items were the same or similar. Therefore we believe the unit prices received for the Terminal Apron Pavement Rehabilitation project, to be reasonable.

**ATTACHMENT A: CONTRACTOR NO BID RESPONSES**

## Matthew Walsh

---

**From:** Ryan Shropshire  
**Sent:** Friday, May 26, 2017 10:36 AM  
**To:** Matthew Walsh  
**Subject:** FW: Garden City Terminal Apron Pavement

**From:** Bryan Wattenbarger [<mailto:Bryan.Wattenbarger@Emerysapp.com>]  
**Sent:** Wednesday, May 10, 2017 10:58 AM  
**To:** Jordan Freborg <[jfreborg@HNTB.com](mailto:jfreborg@HNTB.com)>  
**Subject:** RE: Garden City Terminal Apron Pavement

Jordan,  
Sorry for the late reply.

We elected to not bid this particular project due to several reasons.

1. Small size of the project. (Quantities and \$\$)
2. We were bidding 3 other larger projects during the time frame that this was bidding.

Can I ask if you received bids and if so, who the low bidder was.

*Thanks,*

**Bryan Wattenbarger**  
**EMERY SAPP & SONS, INC (ESS)**

140 Walnut, Kansas City, MO 64106

O: 816-221-3500

C: 816-223-1642

F: 816-421-9333

[www.emerysapp.com](http://www.emerysapp.com)

Laying the groundwork for your succESS

## Matthew Walsh

---

**From:** Ryan Shropshire  
**Sent:** Friday, May 26, 2017 10:36 AM  
**To:** Matthew Walsh  
**Subject:** FW: Garden City Terminal Apron Pavement  
**Attachments:** Brian E Mashak.vcf

**From:** Brian Mashak [<mailto:bmashak@jagconst.com>]  
**Sent:** Monday, May 08, 2017 8:14 AM  
**To:** Jordan Freborg <[jfreborg@HNTB.com](mailto:jfreborg@HNTB.com)>  
**Subject:** RE: Garden City Terminal Apron Pavement

We decided not to bid this for a couple reasons. The first reason was that there was that we didn't think our available to meet the time deadlines, and the second is because of all the FAA guidelines just wasn't something we wanted to mess with.

Have a great day



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## **ATTACHMENT B: GCK BID ANALYSIS**

**BASE B1**

[illegible]





## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Melinda Hitz, Finance Director  
**DATE:** June 6, 2017  
**RE:** Budget Discussions - June 6, 2017

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### **ISSUE:**

Review of Tax Funds & their Support Funds - Recreation Commission (#25), Bond & Interest (#40), Airport (#60), Airport Improvement (#61). Review of Internal Service Funds - Health Insurance (#55), Health Insurance Reserve (#56). Review of General Fund Departmental Expenditures (#001).

### **BACKGROUND:**

None.

### **ALTERNATIVES:**

None.

### **RECOMMENDATION:**

None at this time.

### **FISCAL NOTE:**

2018 budget discussions.



## **MEMORANDUM**

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Rachelle Powell, Director of Aviation  
**DATE:** June 6, 2017  
**RE:** AIP 39 - Task Order 6

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### **ISSUE:**

The Governing Body is asked to consider and approve Task Order Number 6 between the City of Garden City and HNTB for construction observation services for the terminal apron rehabilitation, construction of Runway 17-35 repairs and replacement of airfield holding position signs at the Garden City Regional Airport - Airport Improvement Program (AIP) 3-20-00-24-39.

### **BACKGROUND:**

The City of Garden City entered into a Master Agreement for Professional Services with HNTB on January 21, 2014 and authorized HNTB services for the projects. The City of Garden City approved Task Order 5 on November 8, 2016, which provided design and bidding services for the Terminal Apron Rehabilitation project. An Amendment to Task Order Number 5 was approved on March 7, 2017 to include the design services for construction of Runway 17-35 repairs and replacement of airfield holding position signs. Task Order 6 provides construction observation services for the terminal apron rehabilitation, construction of Runway 17-35 repairs and replacement of airfield holding position signs.

The Federal Aviation Administration (FAA) requires an independent analysis of the proposed fee. Assistant to the City Manager Cottrell conducted the analysis and finds the proposed fee is reasonable for the project.

### **ALTERNATIVES:**

1. Approve Task Order Number 6 between the City of Garden City and HNTB for construction observation services for the terminal apron rehabilitation, construction of Runway 17-35 repairs and replacement of airfield holding position signs at the Garden City Regional Airport - Airport Improvement Program (AIP) 3-20-00-24-39.
2. Do not approve Task Order Number 6 between the City of Garden City and HNTB for construction observation services for the terminal apron rehabilitation, construction of Runway 17-35 repairs and replacement of airfield holding position signs at the Garden City Regional Airport - Airport Improvement Program (AIP) 3-20-00-24-39.
3. Governing Body provide guidance for staff.

### **RECOMMENDATION:**

Staff recommends approval of Task Order Number 6 between the City of Garden City and HNTB for construction observation services for the terminal apron rehabilitation, construction of Runway 17-35 repairs and replacement of airfield holding position signs at the Garden City Regional

Airport - Airport Improvement Program (AIP) 3-20-00-24-39.

**FISCAL NOTE:**

The project is included in the FY2017 Airport budget fund 061.

Funding for the engineering design, bidding and construction services is as follows:

Task Order Number 5	\$ 45,960
Amendment to Task Order 5	\$ 26,595
Task Order Number 6	<u>\$137,617</u>
<b>Total</b>	<b>\$210,172</b>
<i>Federal Funds 90%</i>	\$189,155
<i>City Funds 10%</i>	\$ 21,017

Funding for construction is as follows:

Total	<b>\$529,400</b>
<i>Federal Funds 90%</i>	\$476,460
<i>City Funds 10%</i>	\$ 52,940

Total cost including engineering and construction is as follows:

<b>Total Project Costs</b>	<b>\$739,572</b>
<i>Federal Funds 90%</i>	\$665,615
<i>City Funds 10%</i>	\$ 73,957

**ATTACHMENTS:**

Description	Upload Date	Type
Task Order Number 6	5/24/2017	Backup Material
Cottrell Independent Analysis TO6	5/24/2017	Backup Material

**TASK ORDER NUMBER 6**  
*Construction Observation Services*  
*Terminal Apron Rehabilitation*

This Task Order is made as of \_\_\_\_\_, 2017, under the terms and conditions established in the MASTER AGREEMENT FOR PROFESSIONAL SERVICES, dated January 21, 2014 (the Agreement), between the City of Garden City, Kansas (Owner) and HNTB Corporation (HNTB). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

*Provide construction observation services for the terminal apron rehabilitation project. To assist in the quality assurance monitoring for the project, the following firms shall serve as subconsultants to HNTB: Terracon Consultants Inc. shall provide material testing services and Aviation Alliance, Inc. shall provide electrical engineering services.*

**Section A. – Scope of Services**

A.1. HNTB shall perform the following Services:

1. Project Management:
  - a. Perform project management; contract administration; Owner and FAA coordination; and sub consultant management of Terracon and Aviation Alliance.
2. Construction Observation Services:
  - a. Prepare Contractor Notice to Proceed Letter
  - b. Review Contractor's furnished safety plan and schedule
  - c. Prepare Issued for Construction Documents for Owner, FAA, Contractor, and Engineer
  - d. Provide engineering support throughout construction
  - e. Prepare pre-construction agenda
  - f. Attend and conduct pre-construction conference at GCK
  - g. Prepare and distribute pre-construction conference minutes
  - h. Review shop drawings
  - i. Monitor construction to assure conformance with the plans and specifications
  - j. Conduct weekly progress meetings
  - k. Perform material testing in accordance with project specifications
  - l. Prepare Contractor pay estimates, ECHO Drawdown forms, and SF-271 Request for Reimbursement Forms on a monthly basis
  - m. Prepare change orders
  - n. Review certified payrolls for prevailing wage rates
  - o. Conduct Labor Standard interviews
  - p. Prepare punch lists
  - q. Prepare final inspection agenda
  - r. Conduct final inspection with Owner, FAA, and Contractor
  - s. Prepare and distribute final inspection minutes
3. Project Closeout Services:
  - a. Prepare and submit Record Drawings based on Contractor's markups
  - b. Prepare and distribute Final Construction Report
  - c. Update ALP
  - d. Update Part 139 Sign and Marking Plan
  - e. Update 5 year CIP for FY 2019

- f. Conduct a project warranty inspection with the Owner, prior to the end of the warranty period
- g. Prepare Final Outlay Reports SF-271 and SF 425

A.2. The following Services are not included in this Task Order, but shall be provided as Additional Services if authorized or confirmed in writing by the Owner.

1. Update of airport pavement management system report
2. Additional project inspection caused by Contractor overrunning the Contract time.

A.3. In conjunction with the performance of the foregoing Services, HNTB shall provide the following submittals/deliverables (Documents) to Owner:

*Part I: Construction Observation Services:*

1. Sponsor Certification for Construction Contracts
2. Approved Shop Drawings
3. Approved Certified Payrolls
4. Pay estimates and SF-271 forms (submitted electronically).
5. Change Orders
6. Sponsor Quarterly Performance Reports (submitted electronically).

*Part II: Project Closeout Services:*

1. Final Construction Report (2-Owner, 1-FAA, 1-HNTB).
2. Record Drawings based on Contractor's markups (2-Owner, 1-HNTB)
3. Sponsor Certification for Final Acceptance

**Section B. - Schedule**

HNTB shall perform the Services according to the following schedule:

1. On-site construction services shall begin upon issuance of Notice-to-Proceed for the Contractor to begin the project. On-site construction services are based on providing full time construction observation services for forty five (45) calendar days.
2. Record Drawings and Project Closeout Report shall be completed within ninety (90) calendar days after final inspection.
3. Warranty inspection shall be completed within three hundred and sixty five (365) calendar days after the final inspection.

**Section C. - Compensation**

C.1. For performing the Services identified within **Section A - Scope of Services**, A.1.1. Project Management and A.1.2. Construction Observation Services, the Owner shall pay HNTB an amount for payroll plus an overhead of 146.83% for all office principals and employees engaged directly in the Services, plus a fixed fee, plus Reimbursable Expenses as further defined below and subconsultants fees. The total compensation for A.1.1. and A.1.2. Is not to exceed **\$124,120**, based on the following estimate of costs:

Office Payroll	\$8,156
Office Overhead	\$11,976
Field Payroll	\$23,887
Field Overhead	\$35,074
Reimbursable Expenses	\$12,069

Fixed Fee	\$11,864
Subconsultant Fee (Terracon)	\$11,100
Subconsultant Fee (Aviation Alliance Inc.)	<u>\$9,995</u>
Total Not To Exceed Amount	\$124,120

C.2. For performing the Services identified within **Section A. Scope of Services**, A.1.3. Project Closeout Services, the Owner shall pay HNTB a lump sum amount of **\$13,497.00**.

HNTB may alter the compensation distribution between individual phases, tasks or work assignments to be consistent with the Services actually rendered, within the total lump sum amount.

C.3. Total compensation for A.1.1., A.1.2., and A.1.3. shall not exceed **\$137,617.00**.

C.4. Adjustment of the upper limit may be made should HNTB establish and the Owner agree that there has been, or is to be, a material change in the: (a) scope, complexity or character of the Services or the Project; (b) conditions under which the Services are required to be performed, or (c) duration of the services, if a change in the Schedule warrants such adjustment.

C.5. Any services rendered by HNTB beyond those described in **Section A - Scope of Services** shall be compensated on the following basis:

In the event additional project construction observation services are required, cost shall be compensated on a time and materials basis, including overhead rates defined in Section C.1., plus 15% fixed fee based on loaded labor costs, plus expenses for all costs associated with providing construction services beyond the 45 calendar day period.

C.6. HNTB's estimate of the amount that will become payable for Additional Services is only an estimate. If it becomes apparent that this estimated compensation amount will be exceeded, Owner shall agree in writing to additional compensation exceeding said estimated amount.

C.7. Progress Payments: Owner shall make monthly periodic progress payments for Services. The amounts due for Additional Services will also be invoiced monthly. Invoices shall be due and payable upon receipt.

C.8. Reimbursable Expense Definition: Reimbursable expenses include, but are not limited to, transportation, subsistence, reproduction of reports, drawings, specifications, and other Project documents, courier services, materials, supplies, equipment rental and other costs specific to the Project.

C.9. Timing of Services: The total compensation is based on the Services being performed according to the approved schedule and completed within four hundred and ten (410) days of the Owner written NTP. Should the time to complete the Services extend beyond this period, HNTB and Owner agree to negotiate an equitable change to the compensation maximum or to provide Additional Services on the basis set forth herein.

#### **Section D. - Owner's Responsibilities**

Owner shall perform and/or provide the following in a timely manner so as not to delay the Services of HNTB. Unless otherwise provided in this Task Order, Owner shall bear all costs incident to compliance with the following:

1. Provide an original executed Task Order.

**Section E. - Other Provisions**

The parties agree to the following provisions with respect to this specific Task Order:

1. No other provisions are incorporated.

IN WITNESS WHEREOF, Owner and HNTB have executed this Task Order.

City of Garden City, Kansas  
(Owner)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

HNTB Corporation  
(HNTB)

Signature Wayne Feuerborn

Name Wayne Feuerborn

Title Vice President

Date 5/2/2017

**ATTACHMENT A  
COST PLUS FIXED PAYMENT  
Garden City Regional Airport  
Terminal Apron Rehabilitation**

**1. Direct Salary Costs**

Title Rate							
Principal in Charge	Department Manager	Senior Inspector	Project Manager	Junior Engineer	Administration	Hours Totals	Dollars Totals
\$104.90	\$63.20	\$48.65	\$52.08	\$34.28	\$38.65		

**Detailed Scope and Fee/Description of Work**

***Project Management***

Project Management (5 mo.)		2		5		5	12	\$580
Monthly Project Review	2			2		2	6	\$391
Workplan Development				2	4		6	\$241
Subconsultant Contracting	2	2		4		2	10	\$622
Subtotal	4	4	0	13	4	9	34	\$1,834

***Construction Phase***

Submittal Review				4	12		16	\$620
Issued for Construction Plans/Specs				2	4		6	\$241
Requests for Information				4	12		16	\$620
Engineering Support				4	12		16	\$620
Engineer Site Visit				16	16		32	\$1,382
Payroll Review					4		4	\$137
Pay Estimate Proccessing				2	6		8	\$310
Preconstruction Conference			16	16			32	\$1,612
Weekly Progress Meetings				6	6		12	\$518
Field Inspection (7 weeks, 65 hrs/week)			455				455	\$22,136
Final Inspection and Punch List			16	16			32	\$1,612
Final Change Order			4	2			6	\$299
Final Pay Estimate				2			2	\$104
Subtotal	0	0	491	74	72	0	637	\$30,209

**Total Direct Salary Costs**

Field CN labor	\$23,887	\$32,043
Office PM labor	\$1,834	
Office CN labor	\$6,322	

**2. Office Labor and General & Administrative Overhead**

Office PM Percentage of Direct Salary Costs	146.83%	\$2,693
Office CN Percentage of Direct Salary Costs	146.83%	\$9,282

**3. Field Labor and General & Administrative Overhead**

Field CN Percentage of Direct Salary Costs	146.83%	\$35,074
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**4. Subtotal of Items 1, 2, and 3**

**\$79,092**

**5. Fixed Payment (Profit for Labor and Overhead)**

15% **\$11,864**

**6. Direct Nonsalary Expenses**

Transportation				
Company Vehicle	6260	\$0.535 /mile	\$3,349	
Rental Car + Fuel	3	\$200.000 /each	\$600	
Inspector Lodging and Meals				
Per Diem	45	\$142.00 /day	\$6,390	
Hotel for Site Visits	6	\$150.00 /night	\$900	
Food				
Meals	20	\$15.00 /meal	\$300	
Printing				
8.5x11	180	\$0.07 /page	\$13	
11x17	120	\$0.14 /page	\$17	
22x34	120	\$1.50 /page	\$180	
Spec Books	4	\$50.00 /report	\$200	
Other				
Shipping	3	\$40.00 /shipping	\$120	
Total Expense				<b>\$12,069</b>

**7. Subcontract Cost**

Terracon Consultants Inc.	\$11,100
Aviation Alliance, Inc.	\$9,995

**8. Total Cost (project management & construction phase)**

(Items 4, 5, 6, & 7)

**\$124,120**



**ATTACHMENT B**  
**LUMP SUM FEE**  
**Garden City Regional Airport**  
**Terminal Apron Rehabilitation**

**1. Direct Salary Costs**

	Title								Hours Totals	Dollars Totals
	Principal in Charge	Department Manager	Senior Inspector	Quality Control	Project Manager	Junior Engineer	Technician	Administration		
<b>Detailed Scope and Fee/Description of Work</b>	\$104.90	\$63.20	\$48.65	\$65.00	\$52.08	\$34.28	\$42.85	\$38.65		
Overhead	146.83%	146.83%	146.83%	146.83%	146.83%	146.83%	146.83%	146.83%		
Profit	15.00%	15.00%	15.00%	15.00%	15.00%	15.00%	15.00%	15.00%		
Gross Rate	\$ 297.75	\$ 179.40	\$ 138.10	\$ 184.51	\$ 147.82	\$ 97.30	\$ 121.63	\$ 109.70		
<b>Project Closeout Phase</b>										
As-Built Record Drawings			4		4	4	8		20	\$2,506
Final Construction Report		4			12	30			46	\$5,410
Update ALP		1			1	4	4		10	\$1,203
Update Part 139 Sign and Marking Plan					2	4	4		10	\$1,171
Warranty Inspection					16				16	\$2,365
Subtotal	0	5	4	0	35	42	16	0	102	\$12,656

**3. Direct Nonsalary Expenses**

Transportation			
Rental Car + Fuel	1	\$200.00 /each	\$200
Food/Lodging			
Hotel	1	\$150.00 /night	\$150
Meals	4	\$15.00 /meal	\$60
Printing			
8.5x11	65	\$0.07 /page	\$5
11x17	120	\$0.14 /page	\$17
22x34	120	\$1.50 /page	\$180
Reports	3	\$50.00 /report	\$150
Other			
Shipping	2	\$40.00 /shipping	\$80
Total Expense			<b>\$841</b>

**4. Subcontract Cost**

**5. Total Lump Sum Payment (project closeout phase)** (Items 2, 3, & 4) **\$13,497**

# ATTACHMENT C

## FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "BIDDER", AND "OFFEROR" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E). ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR" SHALL PERTAIN TO ANY AND ALL SUBCONSULTANTS UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING THE CONTRACT WITH THE A/E.

### ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.326, 2 CFR § 200.333

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

### CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

(a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

## CIVIL RIGHTS – TITLE VI ASSURANCES

### 1) Title VI Solicitation Notice

Reference: Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

### 2) Title VI Clauses for Compliance with Nondiscrimination Requirements

Reference: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- a) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- b) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- d) **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e) **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- i. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
- f) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs a) through f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

### 3) **Title VI List of Pertinent Nondiscrimination Authorities**

Reference: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### **DISADVANTAGED BUSINESS ENTERPRISE**

Reference: 49 CFR part 26

**Contract Assurance (§ 26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (§26.29)** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

#### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

## **LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

Reference: 49 CFR part 20, Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## **RIGHT TO INVENTIONS**

Reference: 2 CFR § 200 Appendix II(F)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

## **TRADE RESTRICTION CLAUSE**

Reference: 49 CFR part 30

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c) has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

## **TEXTING WHEN DRIVING**

(References: Executive Order 13513, and DOT Order 3902.10)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA



encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The contractor must include these policies in each third party subcontract involved on this project.

#### **VETERAN'S PREFERENCE**

Reference: 49 USC § 47112(c)

In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

## **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000**

### **TERMINATION OF CONTRACT**

Reference: 2 CFR § 200 Appendix II(B)

- a) The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b) If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- c) If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d) If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
- e) The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

## **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000**

### **DEBARMENT AND SUSPENSION (NON-PROCUREMENT)**

References: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility

#### ***CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)***

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

#### ***CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)***

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <https://www.sam.gov>.
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

## **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000**

### **BREACH OF CONTRACT TERMS**

Reference 2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

### **CLEAN AIR AND WATER POLLUTION CONTROL**

References: 49 CFR § 18.36(i)(12) and 2 CFR § 200 Appendix II(G)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

### **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

Reference: 2 CFR § 200 Appendix II (E)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

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CITY COMMISSION

MELVIN L. DALE,  
Mayor

ROY CESSNA

JANET A. DOLL

DAN FANKHAUSER

J. CHRISTOPHER LAW

MATTHEW C. ALLEN  
City Manager

MELINDA A. HITZ, CPA  
Finance Director

RANDALL D. GRISELL  
City Counselor

CITY ADMINISTRATIVE  
CENTER

301 N. 8<sup>TH</sup>

P.O. Box 998

GARDEN CITY, KS

67846-0998

620.276.1160

FAX 620.276.1169

[www.garden-city.org](http://www.garden-city.org)

## MEMORANDUM

**TO:** Rachelle Powell, Director of Aviation

**FROM:** Steve Cottrell, Assistant to the City Manager

**DATE:** March 22, 2017

**RE:** Engineering services (Task Order No. 6) Independent Engineering Cost Analysis: AIP No. 3-20-0039 – Runway 17/35 Repair & Replacement of Hold Position Signs – construction phase services

I have evaluated the scope of engineering services and fees for the referenced project. I have prepared an independent cost estimate and find that the fees for construction phase services would be \$153,320.

In my opinion, the proposed fee of \$137,617 for the construction phase services is reasonable for this project.

If additional information is needed, please let me know.

Garden City Regional Airport  
Design Engineering Fee Analysis  
Independent cost estimate  
AIP # 3-20-0024-39  
Terminal Apron Rehabilitation - Construction Phase  
5/22/2017

**DIRECT SALARY COSTS:**

POSITION	ESTIMATED HOURS			TOTAL	RATE/HR	COST
	ADMIN	INSPECTION	CLOSEOUT			
Partner	2	0	2	4	\$85.00	\$ 340.00
Project Manager	8	24	40	72	\$60.00	\$ 4,320.00
Resident engineer	8	500	12	520	\$50.00	\$ 26,000.00
Staff Civil Engineer	0	160	24	184	\$40.00	\$ 7,360.00
Clerical	12	0	16	12	\$35.00	\$ 420.00
	30	684	94	808		\$ 38,440.00

**OVERHEAD:**

Overhead multiplier                      Total Direct Salary x    150.00%                      **Overhead**                      \$57,660.00

**SUBTOTAL:**                                              **Total Direct Salary + Overhead**                      **\$ 96,100.00**

**PROFIT/FIXED FEE:**

Total Direct Salary + Overhead x    15.00%    **Profit/Fixed Fee**                      **\$14,415.00**

**Subtotal**                      **\$110,515.00**

**DIRECT NONSALARY EXPENSES:**

Travel - airfare (R/T)	6 Trips @	\$1,000.00 / Trip =	\$6,000.00
Travel - Re vehicle	7000 Miles @	\$0.54 / Mi =	\$3,780.00
Per Diem	45 Days @	\$145.00 / Day =	\$6,525.00
Materials and Supplies			\$4,000.00
<b>Total Out-of-Pocket Expenses</b>			<b>\$20,305.00</b>

**SUB-CONSULTANT COSTS**

Material Testing	\$ 12,500.00
Electrical sub-consultant	\$ 10,000.00
<b>Total Sub-Consultant Costs</b>	<b>\$ 22,500.00</b>

<b>TOTAL FEE</b>	<b>\$ 153,320.00</b>
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Steven F. Cottrell, PE  
Assistant to the City Manager  
5/22/2017



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Rachelle Powell, Director of Aviation  
**DATE:** June 6, 2017  
**RE:** AIP 39 Grant Application

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### **ISSUE:**

The Governing Body is asked to consider and approve the Application for Federal Assistance for the terminal apron rehabilitation, construction of Runway 17-35 repairs and replacement of airfield holding position signs at the Garden City Regional Airport - Airport Improvement Program (AIP) 3-20-00-24-39.

### **BACKGROUND:**

The Pavement Condition Index (PCI) report completed in 2012 resulted in an average PCI value of 59 for the entire terminal apron. Further visual inspections have been conducted and confirmed that the pavement is in fair condition with the exception of failed joint sealant, various spalls, and a few damaged panels. The Terminal Apron Rehabilitation will reseal the joints, repair spalls and replace panels. The construction of Runway 17-35 repairs were identified in November 2016. The pavement repair will consist of replacing approximately six panels on the runway. The repair may close the runway for a maximum of seven days; however, the secondary runway will remain open to reduce the impact to operations. The airfield holding position signs will be replaced as they were identified to be out of compliance during the September 2016 FAA inspection.

Approving the grant application would authorize the Mayor, City Clerk, and City Attorney to execute the Grant Agreement between the Federal Aviation Administration and the City of Garden City.

HNTB has provided the attached AIP-39 Grant Application.

### **ALTERNATIVES:**

1. Approve the Application for Federal Assistance for the terminal apron rehabilitation, construction of Runway 17-35 repairs and replacement of airfield holding position signs at the Garden City Regional Airport - Airport Improvement Program (AIP) 3-20-00-24-39.
2. Do not approve the Application for Federal Assistance.
3. Governing Body guidance to staff.

### **RECOMMENDATION:**

Staff recommends approval of the Application for Federal Assistance for the terminal apron rehabilitation, construction of Runway 17-35 repairs and replacement of airfield holding position signs at the Garden City Regional Airport - Airport Improvement Program (AIP) 3-20-00-24-39.

### **FISCAL NOTE:**

The FAA will fund 90% and the City of Garden City will fund 10%. The City's portion of the project

is included in the 2017 Airport budget 061. Total cost including engineering and construction expenses is as follows:

<b>Total Project Costs</b>	<b>\$739,572</b>
<i>Federal Funds 90%</i>	<i>\$665,615</i>
<i>City Funds 10%</i>	<i>\$ 73,957</i>

**ATTACHMENTS:**

Description	Upload Date	Type
AIP 39 Grant Application	5/31/2017	Backup Material

**GARDEN CITY REGIONAL AIRPORT**

**GARDEN CITY, KANSAS**

**APPLICATION FOR FEDERAL ASSISTANCE**

**A.I.P. PROJECT NO. 3-20-0024-039**

**REHABILITATION OF TERMINAL APRON**

May 30, 2017

**PREPARED BY:**

City of Garden City  
Garden City, Kansas

**HNTB Corporation**  
Kansas City, Missouri

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**Application for Federal Assistance SF-424**

\* 1. Type of Submission:

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

\* 2. Type of Application:

- ☒ New  
☐ Continuation  
☐ Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify):

\* 3. Date Received:

05/30/2017

4. Applicant Identifier:

GCK

5a. Federal Entity Identifier:

AIP 3-20-0024-039

5b. Federal Award Identifier:

**State Use Only:**

6. Date Received by State:

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

\* a. Legal Name: City of Garden City, Kansas

\* b. Employer/Taxpayer Identification Number (EIN/TIN):

48-6009982

\* c. Organizational DUNS:

0733242200000

**d. Address:**

\* Street1:

2225 S Air Service Rd., Suite 112

Street2:

\* City:

Garden City

County/Parish:

Finney

\* State:

KS: Kansas

Province:

\* Country:

USA: UNITED STATES

\* Zip / Postal Code:

67846

**e. Organizational Unit:**

Department Name:

Division Name:

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix:

Ms.

\* First Name:

Rachelle

Middle Name:

\* Last Name:

Powell

Suffix:

Title: Director of Aviation

Organizational Affiliation:

City of Garden City, Kansas

\* Telephone Number: (620) 276-1190

Fax Number: (620) 276-1192

\* Email: rachelle.powell@gardencityks.us

## Application for Federal Assistance SF-424

### \* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

### \* 10. Name of Federal Agency:

Federal Aviation Administration

### 11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

### \* 12. Funding Opportunity Number:

\* Title:

### 13. Competition Identification Number:

Title:

### 14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

### \* 15. Descriptive Title of Applicant's Project:

AIP 3-20-0024-039: Terminal Apron Rehabilitation

Attach supporting documents as specified in agency instructions.

View Attachments

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**\* a. Applicant \* b. Program/Project 

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**\* a. Start Date: \* b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="667,864.00"/>
* b. Applicant	<input type="text" value="74,208.00"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="742,072.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title: \* Telephone Number:  Fax Number: \* Email: 

\* Signature of Authorized Representative:

\* Date Signed:

## Application for Federal Assistance (Development and Equipment Projects)

### PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A			
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.			
<b>Item 1.</b> Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	Yes	No	
<b>Item 2.</b> Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	Yes	No	N/A
<b>Item 3.</b> Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	Yes	No	N/A
<b>Item 4.</b> Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	Yes	No	N/A
<b>Item 5.</b> Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes. <div style="margin-left: 40px;">             The project is included in an <i>approved</i> PFC application.              If included in an approved PFC application,              does the application <i>only</i> address AIP matching share?      Yes      No           </div> <div style="margin-left: 40px;">             The project is included in another Federal Assistance program. Its CFDA number is below.           </div>			
<b>Item 6.</b> Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? <div style="margin-left: 40px;">             Yes      No      N/A           </div> If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply: <div style="margin-left: 40px;">             De Minimis rate of 10% as permitted by 2 CFR § 200.414.           </div> <div style="margin-left: 40px;">             Negotiated Rate equal to      % as approved by      (the Cognizant Agency)              on      (Date) (2 CFR part 200, appendix VII).           </div>			
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>			

**PART II - SECTION B**

**Certification Regarding Lobbying**

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

**4. Consistency with Local Plans** – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

**6. Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

**PART II – SECTION C (Continued)**

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

**10. Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

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<sup>1</sup> State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.



## PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL
1. Federal Domestic Assistance Catalog Number:
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. <b>Subtotal</b> (Lines 1 through 13)			
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.)			
18. <b>Subtotal</b> (Lines 16 through 17)			
19. Federal Share requested of Line 18			
20. Grantee share			
21. Other shares			
22. <b>TOTAL PROJECT</b> (Lines 19, 20 & 21)			

<b>SECTION C – EXCLUSIONS</b>	
<b>23. Classification (Description of non-participating work)</b>	<b>Amount Ineligible for Participation</b>
a.	
b.	
c.	
d.	
e.	
f.	
g. <b>Total</b>	

<b>SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b>	
<b>24. Grantee Share – Fund Categories</b>	<b>Amount</b>
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. <b>TOTAL</b> - Grantee share	
<b>25. Other Shares</b>	<b>Amount</b>
a. State	
b. Other	
c. <b>TOTAL</b> - Other Shares	
<b>26. TOTAL NON-FEDERAL FINANCING</b>	

<b>SECTION E – REMARKS</b> (Attach sheets if additional space is required)

**PART IV – PROGRAM NARRATIVE**  
(Suggested Format)

<b>PROJECT:</b>
<b>AIRPORT:</b>
<b>1. Objective:</b>
<b>2. Benefits Anticipated:</b>
<b>3. Approach:</b> (See approved Scope of Work in Final Application)
<b>4. Geographic Location:</b>
<b>5. If Applicable, Provide Additional Information:</b>
<b>6. Sponsor's Representative:</b> (include address & telephone number)



## **ASSURANCES**

### **Airport Sponsors**

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#### **A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

#### **B. Duration and Applicability.**

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

### 3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

## C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

### 1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

#### **Federal Legislation**

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- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1 2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

### **Executive Orders**

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- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice

### **Federal Regulations**

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- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4, 5, 6</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

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### **Specific Assurances**

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

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### **Footnotes to Assurance C.1.**

<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

<sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.



<sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

<sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

**2. Responsibility and Authority of the Sponsor.**

**a. Public Agency Sponsor:**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

**b. Private Sponsor:**

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
  - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

#### **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

#### **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
  - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
  - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
  - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
  - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
  - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
  - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.



### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. It will keep up to date at all times an airport layout plan of the airport showing
  - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
  - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### **30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
  - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated \_\_\_\_\_ (the latest approved version as of this grant offer) and included in this grant, and in accordance



with applicable state policies, standards, and specifications approved by the Secretary.

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

### **39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
  - 1) Describes the requests;
  - 2) Provides an explanation as to why the requests could not be accommodated; and
  - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

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Sponsor: City of Garden City, Kansas

Airport: Garden City Regional Airport

Project Number: AIP 3-20-0024-039

Description of Work: Terminal Apron Pavement Rehabilitation

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).  
☒ Yes   ☐ No   ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).  
☒ Yes   ☐ No   ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).  
☒ Yes   ☐ No   ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).  
☒ Yes ☐ No ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:  
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and  
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).  
☒ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).  
☒ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).  
☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:  
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and  
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).  
☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).  
☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).  
☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).  
☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)  
☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this                      day of                      ,                      .

Name of Sponsor: City of Garden City, Kansas

Name of Sponsor's Authorized Official: Rachelle Powell

Title of Sponsor's Authorized Official: Director of Aviation

Signature of Sponsor's Authorized Official: Rachelle Powell

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



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## Certification and Disclosure Regarding Potential Conflicts of Interest

### Airport Improvement Program Sponsor Certification

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Sponsor: City of Garden City, Kansas

Airport: Garden City Regional Airport

Project Number: AIP 3-20-0024-039

Description of Work: Terminal Apron Pavement Rehabilitation

#### Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

#### Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes   ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this       day of       ,       .

Name of Sponsor: City of Garden City, Kansas

Name of Sponsor's Authorized Official: Rachelle Powell

Title of Sponsor's Authorized Official: Director of Aviation

Signature of Sponsor's Authorized Official:



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



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## Drug-Free Workplace Airport Improvement Program Sponsor Certification

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Sponsor: City of Garden City, Kansas

Airport: Garden City Regional Airport

Project Number: AIP 3-20-0024-039

Description of Work: Terminal Apron Pavement Rehabilitation

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes   ☐ No   ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes   ☐ No   ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

**Site(s) of performance of work (2 CFR § 182.230):**

**Location 1**

Name of Location: Garden City Regional Airport

Address: 2225 South Air Service Road, Garden City, Kansas 67846

**Location 2 (if applicable)**

Name of Location:

Address:

**Location 3 (if applicable)**

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            ,            .

Name of Sponsor: City of Garden City, Kansas

Name of Sponsor's Authorized Official: Rachelle Powell

Title of Sponsor's Authorized Official: Director of Aviation

Signature of Sponsor's Authorized Official: Rachelle Powell

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



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## Equipment and Construction Contracts Airport Improvement Sponsor Certification

---

Sponsor: City of Garden City, Kansas

Airport: Garden City Regional Airport

Project Number: AIP 3-20-0024-039

Description of Work: Terminal Apron Pavement Rehabilitation

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor ([www.dol.gov](http://www.dol.gov)) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☒ Yes   ☐ No   ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).  
☒ Yes   ☐ No   ☐ N/A
  
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.  
☒ Yes   ☐ No   ☐ N/A
  
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
  - a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
  - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
  - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).☒ Yes   ☐ No   ☐ N/A
  
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
  - a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
  - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
  - c. Publicly opened at a time and place prescribed in the invitation for bids; and
  - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.☒ Yes   ☐ No   ☐ N/A
  
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
  - a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
  - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
  - c. Listing of evaluation factors along with relative importance of the factors.☒ Yes   ☐ No   ☐ N/A
  
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).  
☒ Yes   ☐ No   ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances( 41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

☒ Yes ☐ No ☐ N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

☒ Yes ☐ No ☐ N/A



13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

#### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

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

Name of Sponsor: City of Garden City, Kansas

Name of Sponsor's Authorized Official: Rachelle Powell

Title of Sponsor's Authorized Official: Director of Aviation

Signature of Sponsor's Authorized Official: \_\_\_\_\_

*Rachelle Powell*

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



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## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

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Sponsor: City of Garden City, Kansas

Airport: Garden City Regional Airport

Project Number: AIP 3-20-0024-039

Description of Work: Terminal Apron Pavement Rehabilitation

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor ([www.dol.gov/](http://www.dol.gov/)). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).  
☒ Yes   ☐ No   ☐ N/A
  
2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).  
☒ Yes   ☐ No   ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).  
☒ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).  
☒ Yes ☐ No ☐ N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).  
☒ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).  
☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).  
☒ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).  
☒ Yes ☐ No ☐ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).  
☐ Yes ☐ No ☒ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).  
☐ Yes ☐ No ☒ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)  
☐ Yes ☐ No ☒ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:  
a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.  
☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

#### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            ,            .

Name of Sponsor: City of Garden City, Kansas

Name of Sponsor's Authorized Official: Rachelle Powell

Title of Sponsor's Authorized Official: Director of Aviation

Signature of Sponsor's Authorized Official:



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



## Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Garden City, Kansas

Airport: Garden City Regional Airport

Project Number: AIP 3-20-0024-039

Description of Work: Terminal Apron Pavement Rehabilitation

### Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

### Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).

☒ Yes ☐ No ☐ N/A

2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:

- a. Technical standards (Advisory Circular (AC) 150/5370-12);
- b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
- c. Construction safety and phasing plan measures (AC 150/5370-2).

☒ Yes ☐ No ☐ N/A

3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).

☒ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).  
☒ Yes ☐ No ☐ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).  
☒ Yes ☐ No ☐ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
  - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
  - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☒ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).  
☒ Yes ☐ No ☐ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
  - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
  - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
  - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- ☒ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
  - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
  - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☒ Yes ☐ No ☐ N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).  
☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes ☐ No ☒ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

#### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.


Executed on this                      day of                      ,                      .

Name of Sponsor: City of Garden City, Kansas

Name of Sponsor's Authorized Official: Rachelle Powell

Title of Sponsor's Authorized Official: Director of Aviation

Signature of Sponsor's Authorized Official:



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

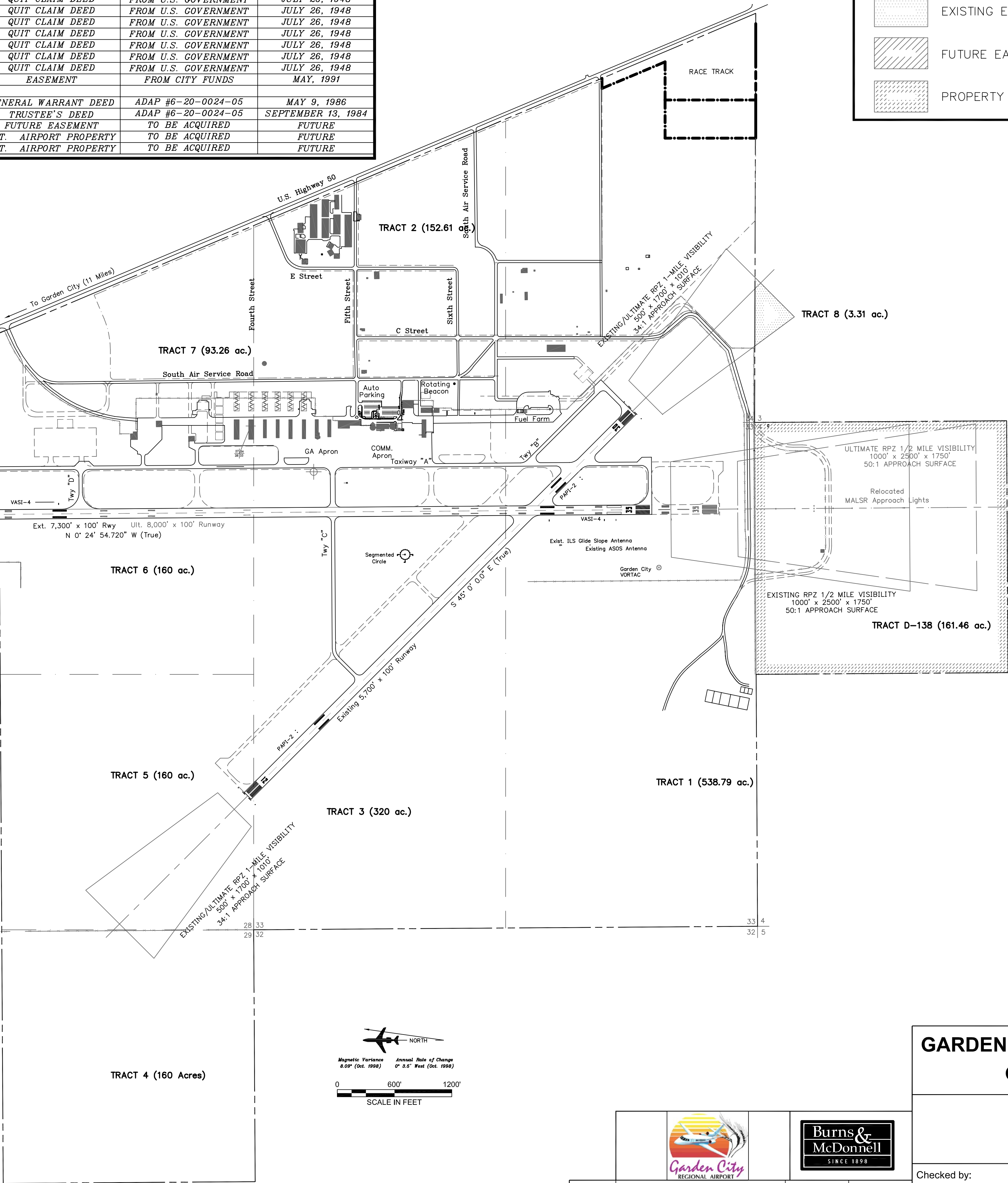


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AIRPORT PROPERTY DATA						
TRACT NO.	ACRES	LOCATION	USAGE	HOW SECURED	COMMENTS	DATE ACQUIRED
TRACT 1	538.79 ac.	South 1/2 Sec 33, Part South 1/2 Sec 34	LAND USE PROTECTION, RUNWAY	QUIT CLAIM DEED	FROM U.S. GOVERNMENT	JULY 26, 1948
TRACT 2	152.61 ac.	North 1/2 Sec 34	LAND USE PROTECTION, BUILDING AREA	QUIT CLAIM DEED	FROM U.S. GOVERNMENT	JULY 26, 1948
TRACT 3	320.0 ac.	North 1/2 Sec 33	LAND USE PROTECTION, BUILDING AREA, RUNWAY	QUIT CLAIM DEED	FROM U.S. GOVERNMENT	JULY 26, 1948
TRACT 4	160.0 ac.	Southeast 1/4 Sec 29	LAND USE PROTECTION	QUIT CLAIM DEED	FROM U.S. GOVERNMENT	JULY 26, 1948
TRACT 5	160.0 ac.	Southeast 1/4 Sec 28	LAND USE PROTECTION, R/W CLEAR ZONE	QUIT CLAIM DEED	FROM U.S. GOVERNMENT	JULY 26, 1948
TRACT 6	160.0 ac.	Southeast 1/4 Sec 28	LAND USE PROTECTION, RUNWAY, BUILDING AREA	QUIT CLAIM DEED	FROM U.S. GOVERNMENT	JULY 26, 1948
TRACT 7	93.06 ac.	Southeast 1/4 Sec 27	LAND USE PROTECTION, BUILDING AREA	QUIT CLAIM DEED	FROM U.S. GOVERNMENT	JULY 26, 1948
TRACT 8	3.31 ac.	Part Northwest 1/4 Sec 3	LAND USE PROTECTION, R/W CLEAR ZONE	EASEMENT	FROM CITY FUNDS	MAY, 1991
TRACT D-138	161.46 ac.	Northeast 1/4 Sec 4	LAND USE PROTECTION, R/W CLEAR ZONE	GENERAL WARRANT DEED	ADAP #6-20-0024-05	MAY 9, 1986
TRACT D-148	102.0 ac.	East 102 Acres of Northeast 1/4 Sec 28	LAND USE PROTECTION, R/W CLEAR ZONE	TRUSTEE'S DEED	ADAP #6-20-0024-05	SEPTEMBER 13, 1984
TRACT 9	3.39 ac.	-	LAND USE, RUNWAY PROTECTION ZONE	FUTURE EASEMENT	TO BE ACQUIRED	FUTURE
TRACT 10	16.23 ac.	-	LAND USE, RUNWAY PROTECTION ZONE	FUT. AIRPORT PROPERTY	TO BE ACQUIRED	FUTURE
TRACT 11	27.32 ac.	-	LAND USE, TERMINAL/CARGO EXPANSION	FUT. AIRPORT PROPERTY	TO BE ACQUIRED	FUTURE

AIRPORT PROPERTY LEGEND	
	EXISTING EASEMENT
	FUTURE EASEMENT
	PROPERTY ACQUIRED WITH FEDERAL FUNDS

LEGEND		
EXISTING	ULTIMATE	DESCRIPTION
		ABANDONED PAVEMENT (To Be Removed)
		AIRPORT PROPERTY LINE
		FUTURE PARCELS
		AIRPORT REFERENCE POINT (ARP)
		AIRPORT ROTATING BEACON
		AVIGATION EASEMENT (if applicable)
		BUILDING ABANDONMENT (To Be Removed)
		BUILDING CONSTRUCTION
		BUILDING RESTRICTION LINE (BRL)
		DRAINAGE
		FACILITY CONSTRUCTION
		FENCING
		NAVIGATIONAL AIDS INSTALLATION (GVCI)
		RUNWAY THRESHOLD LIGHTS and REIL'S
		SECTION CORNER
		SEGMENTED CIRCLE/WIND INDICATOR
		TOPOGRAPHY (source)
		WIND INDICATOR



## GARDEN CITY REGIONAL AIRPORT GARDEN CITY, KS

### EXHIBIT A

							
				Checked by:			
				Designed by:			
				Drawn by:			
				Date: AUGUST 4, 2005			
No.				Revisions			
				Date			
				By			
				Sheet 1 of 1			





## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Rachelle Powell, Director of Aviation  
**DATE:** June 6, 2017  
**RE:** Crop Lease Agreements

---

### **ISSUE:**

The Governing Body is asked to consider and approve the Crop Lease Agreements for Crop Tract C1 and Crop Tract C2 between the City of Garden City and Michael J. Richmeier for crop land located at the Garden City Regional Airport.

### **BACKGROUND:**

Tract C1 consist of 88.8 acres of crop land and Tract C2 consists of 155.3 acres of crop land. The lease is for a term of five years. The crop land was publicly advertised for bid on May 13, 2017. The bid opening was on May 26, 2017. The airport received one bid of \$18 per acre from Michael Richmeier for Crop Tract C1 and one bid of \$18 per acre from Michael Richmeier for Crop Tract C2.

### **ALTERNATIVES:**

1. Approve the Crop Lease Agreements for Crop Tract C1 and Crop Tract C2 between the City of Garden City and Michael J. Richmeier for crop land located at the Garden City Regional Airport.
2. Do not approve the Crop Lease Agreements.
3. Governing Body recommendation of alternative action.

### **RECOMMENDATION:**

Staff recommends approving the Crop Lease Agreements for Crop Tract C1 and Crop Tract C2 between the City of Garden City and Michael J. Richmeier for crop land located at the Garden City Regional Airport.

### **FISCAL NOTE:**

The approval of the lease agreements will generate \$4,384.80 in annual revenue for the airport budget for fiscal years 2018-2022.

### **ATTACHMENTS:**

Description	Upload Date	Type
Crop - Tract C1	5/31/2017	Backup Material
Crop - Tract C2	5/31/2017	Backup Material

**LEASE AGREEMENT**  
**(Crop - Tract C1)**

THIS LEASE AGREEMENT (Agreement), made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the CITY OF GARDEN CITY, KANSAS (Landlord), and MICHAEL J. RICHMEIER (Tenant).

Landlord, in consideration of the terms and conditions set forth below, leases to Tenant the premises located at the Garden City Regional Airport (GCRA), Finney County, Kansas, more fully described as follows, to-wit:

88.8 acres of crop land depicted as C1a and C1b on Exhibit A attached hereto and incorporated herein by reference (Leased Premises).

1. **TERM.** The term of this Agreement shall be for a period beginning August 1, 2017 and ending on July 31, 2022. Tenant acknowledges that the Leased Premises are part of an industrial development area at the GCRA and that future development may occur in the area, thereby interfering with Tenant's use of the Leased Premises. Tenant agrees that this Agreement may be terminated by Landlord, notwithstanding the term set forth in this paragraph, by Landlord giving Tenant written notice of termination, not less than ninety (90) days prior to the date of termination. If this Agreement is terminated by Landlord at a time when Tenant has paid rent for days beyond date of termination, Landlord shall refund rent to Tenant on a pro rata basis.

2. **RENT.** Tenant shall pay rent to Landlord as rent for the Leased Premises, the sum of **\$1,589.40**, said payment due on or before July 31 of each fiscal year term, with the first payment due July 31, 2018 and the final payment due July 31, 2022.

All payments shall be made payable to Landlord, and delivered to the City of Garden City, Kansas, 301 N. 8<sup>th</sup> Street, Garden City, Kansas 67846.

3. **CONDITION OF LEASED PREMISES.** Tenant has examined and knows the condition of the Leased Premises and accepts the same in its present condition and repair.

4. **USE OF LEASED PREMISES.** Tenant may use the Leased Premises for the cultivation and harvesting of crops. Tenant may rotate crops as deemed necessary by standard farming practices.

5. **WATER.** Tenant may use water from the leased premises for irrigation purposes. Tenant shall be solely responsible for all expenses and equipment for irrigation, including water production and distribution. Tenant shall pay to Landlord the water usage rate of \$2.19 per 1,000 gallons used by Tenant.

Tenant agrees to follow recognized water conservation and management techniques and procedures to protect against the wasteful use of water. The water use procedures of tenant shall be subject to the review of Landlord. The water use rights granted to Tenant herein may be terminated by Landlord should it come to the attention of Landlord that Tenant is allowing the unnecessary waste of water. Tenant may not sell water from the leased premises.

6. **TAXES.** Tenant shall be responsible for payment of all taxes and assessments levied against the Leased Premises and personal property owned by Tenant and located on the Leased Premises.

7. **MAINTENANCE.** Tenant shall be responsible for any necessary repairs and maintenance to the Leased Premises, including but not limited to, repairs and maintenance of all fencing, windmills, wells, and irrigation equipment.

8. **OPERATION DURING LEASE TERMINATION YEAR.** In the event any open ground exists during a lease termination year, Landlord and Tenant shall mutually agree upon a method for workings such ground in order to make it available for planting by a new tenant. To this end, Tenant shall either allow Landlord's new tenant access to the open ground for working purposes, or Landlord shall reimburse Tenant for normal and customary ground working at the customary rate applicable to such area. In the event Tenant has worked the open ground prior to receiving notice of lease termination, Tenant shall also be entitled to reimbursement for such ground working at the customary rate applicable to such area.

9. **INDEMNIFICATION.** Tenant shall keep, protect, and save harmless Landlord from any loss, cost, claim, judgment or experience of any sort or nature, and from any liability to any person, on account of any injury, damage or death to any person or property arising out of any use of the Leased Premises by Tenant, his agents or his employees.

Landlord shall be responsible to Tenant for any damage to Tenant's crops caused by the acts of Landlord.

10. **ALTERATIONS.** Tenant shall not make any material or substantial alteration or addition to the Leased Premises without the prior written consent of Landlord. All installations, additions, or improvements in or upon the Leased Premises, made by either party, shall become the property of Landlord and shall remain upon and surrendered with the Leased Premises as a part thereof, at the expiration or sooner termination of this Agreement. Tenant shall be responsible for erection of all necessary fencing required. At the request of Landlord, Tenant shall remove all installations, additions, or improvements added to the Leased Premises by Tenant during the term of this Agreement or any previous Agreement, and restore the Leased Premises to its original condition, at Tenant's sole expense. If Tenant fails to remove any installation, addition, or improvement and restore the Leased Premises, as instructed by Landlord, Landlord may take the appropriate steps to remove and restore, and assess all related expenses to Tenant.

11. **LIENS AND ENCUMBRANCES.** Tenant covenants and agrees at all times to keep the Leased Premises free from liens and encumbrances of whatever kind or nature arising from, or predicated upon, materials furnished or work or labor performed upon the Leased Premises at Tenant's request or by Tenant's authority.

12. **LIVESTOCK.** In the event of livestock running loose outside the Leased Premises, on any GCRA property, Tenant shall respond within 30 minutes of notice, and take control of and remove the livestock. If staff of Landlord must take control of or otherwise remove loose livestock, Tenant shall be assessed a fee of \$200.00 by Landlord for each such occurrence.

Landlord shall not be liable to Tenant for any damage, loss or death which might occur to any livestock as a result of removal of livestock by Landlord. Three (3) or more occurrences of Tenant's livestock from the Leased Premises being loose on GCRA property, during the term of this Agreement, shall result in termination of this Agreement, within ten (10) days of written notice of termination from Landlord to Tenant.

Landlord shall not be liable to Tenant for damage, loss or death which might occur to any livestock on the Leased Premises, as a result of any use or activity associated with the GCRA.

13. **UTILITIES.** Tenant shall be responsible for the payment of all utilities used on the Leased Premises, said utilities to include, gas, electricity, water, and/or other services used, charged or imposed in or about or supplied to the Leased Premises.

14. **RIGHT TO INSPECT.** Landlord hereby reserves, and Tenant hereby accords to Landlord, the right, personally or through any representative of Landlord's choice, to enter upon and to inspect the Leased Premises, at any and all reasonable times, for the purpose of inspecting the Leased Premises, exhibiting the same to a prospective purchaser or lessee, or otherwise.

15. **DEFAULT.** This Agreement is made upon the express condition that if Tenant fails to pay the rental reserved hereunder or any part thereof, after the same shall become due and such failure shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant, or if Tenant fails or neglects to perform or observe any of Tenant's other obligations hereunder and such failure and neglect shall continue for ten (10) days after written notice to Tenant from Landlord, Landlord at any time thereafter, by written notice to Tenant, may lawfully declare the termination hereof and re-enter the Leased Premises or any part thereof. Landlord shall have the right to remove, at Tenant's expense, any of Tenant's property left remaining on the Leased Premises. In addition, Tenant shall remain and continue to be liable to Landlord in a sum equal to all fixed and additional rent herein reserved for the balance of the term herein originally granted.

16. **TENANT HOLDING OVER.** In the event that Tenant shall remain in the Leased Premises after the expiration or termination of this Agreement, such holding over shall not constitute a renewal or extension of this Agreement. Landlord may, at its option, elect to treat Tenant as one who has not removed at the end of his term, and thereupon be entitled to all the remedies against Tenant provided by law in that situation, or the Landlord may elect, at its option, to construe such holding over as a tenancy from month-to-month, subject to all the terms and conditions of this Agreement, except as to duration thereof, and in that event Tenant shall pay monthly rent in advance at the rate provided herein as effective during the last month of the Agreement.

17. **SURRENDER AND TERMINATION.** Upon expiration or termination of this Agreement for any reason, whether by reason of expiration of the term hereof or cancellation for default or otherwise, Tenant shall, and hereby covenants and agrees to peacefully surrender and deliver up possession of the Leased Premises to Landlord.

18. **ASSIGNMENT OR SUBLEASE.** Tenant shall not assign or sublet the Leased Premises, in whole or in part, without the prior written consent of Landlord.

19. **NONEXCLUSIVE RIGHT.** It is understood and agreed that nothing contained herein shall be construed to grant or authorize the granting of an exclusive right for an aeronautical activity, pursuant to the Federal Aviation Act of 1958, Section 308, and the Civil Aeronautics Act of 1938, Section 303.

20. **NONDISCRIMINATION.**

- (a) Tenant, as part of the consideration hereof, for himself, his personal representatives, successors in interest, and assigns, does hereby covenant and agree, as a covenant running with the land: (1) that no person on the grounds of race, color, religion, sex, or national origin, shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination by Tenant, in the use of the Leased Premises hereunder, (2) that in the construction of any improvements on, over, or under such Leased Premises, and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, or national origin, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that Tenant shall use

the Leased Premises hereunder in compliance with all other applicable requirements imposed by Title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may apply or be amended from time to time.

- (b) In the event that Tenant should breach any of the above nondiscrimination covenants, Landlord shall have the right to terminate this Agreement and re-enter and repossess the Leased Premises, and hold the same as if this Agreement had never been made or issued.
- (c) This Agreement shall be subordinate to the provisions of any existing and future agreements between Landlord and the United States of America, the State of Kansas, and the City of Garden City, Kansas, their boards, agencies, or commissions, relative to the operation or maintenance of the GCRA, the execution of which has been or will be required as a condition to the expenditure of federal, state, or city funds or the issuance of bonds for the development of the GCRA.

21. **OBSTRUCTIONS.** Landlord reserves the right to take any action it may deem necessary to protect aerial approaches of the GCRA against obstructions, together with the right to prevent Tenant from erecting, or permitting to be erected, any building or any other structure on the Leased Premises which, in the opinion of Landlord, will limit the usefulness of the GCRA or constitute a hazard to the safe operation of the GCRA facilities. Tenant, and his successors and assigns will complete a Federal Aviation Administration (FAA) Form 7460-1, Notice of Proposed Construction or Alteration, and receive a favorable determination from the FAA prior to any construction on the GCRA which he may desire to undertake, and for which he has received Landlord's prior written approval.

22. **NONDISCRIMINATION IN EMPLOYMENT OPPORTUNITIES.** Tenant assures that he will comply with pertinent federal and state statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be discriminated against in any employment opportunity with Tenant.

23. **STRICT COMPLIANCE WITH LAWS.** Tenant agrees to observe and obey, during the term of this Agreement, any and all laws, ordinances, rules, and regulations which have been or may be enacted or promulgated by the United States, Federal Aviation Administration, State of Kansas, Landlord, the GCRA Director of Aviation, or any other governmental agency or entity having jurisdiction over the GCRA.

24. **ENVIRONMENTAL LAWS.** Tenant shall be responsible for the cleanup of all spills of fuel, chemicals, and hazardous materials caused by the acts or negligence of his employees or others. All such spills shall be reported immediately to Landlord. All cleanups shall be conducted in accordance with applicable state and federal laws, rules and regulations, at the sole and exclusive expense of Tenant.

Tenant shall follow all applicable state and federal environmental laws, rules, and regulations. Tenant shall not maintain any underground storage tanks on the Leased Premises. Tenant agrees to indemnify Landlord for any and all damages related to environmental hazards caused by the acts or negligence of Tenant, his employees, or others.

25. **GENERAL COVENANTS.**

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

(1) If to Landlord: Director of Aviation  
Garden City Regional Airport  
2225 South Air Service Road, Suite 112  
Garden City, Kansas 67846  
Telephone: (620) 276-1190

(2) If to Tenant: Michael J. Richmeier  
2901 Castlewood  
Garden City, Kansas 67846

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

- (b) This instrument incorporates all of the obligations, agreements and understandings of the parties hereto and there are no oral agreements or understandings between the parties hereto concerning the property covered by this Agreement.
- (c) This Agreement may be amended, changed, or modified, only upon the written consent of all the parties.
- (d) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives and permitted assigns.
- (e) In the event any party hereto initiates litigation or any other dispute resolution process to enforce or protect its rights under this Agreement, the party prevailing in any such litigation or other dispute resolution process shall be entitled, in addition to all other relief, to reasonable attorneys' fees, out of pocket costs and disbursements to the extent permitted by law, relating to such litigation or other dispute resolution process.
- (f) This Agreement shall be construed in accordance with the laws of the state of Kansas.
- (g) This Agreement may not be assigned by the Tenant without the prior written consent of the Landlord.

**[EXECUTION APPEARS ON NEXT PAGE]**



IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first above written, in multi-part, each of which shall constitute an original.

LANDLORD

CITY OF GARDEN CITY, KANSAS

By \_\_\_\_\_  
Melvin Dale, Mayor

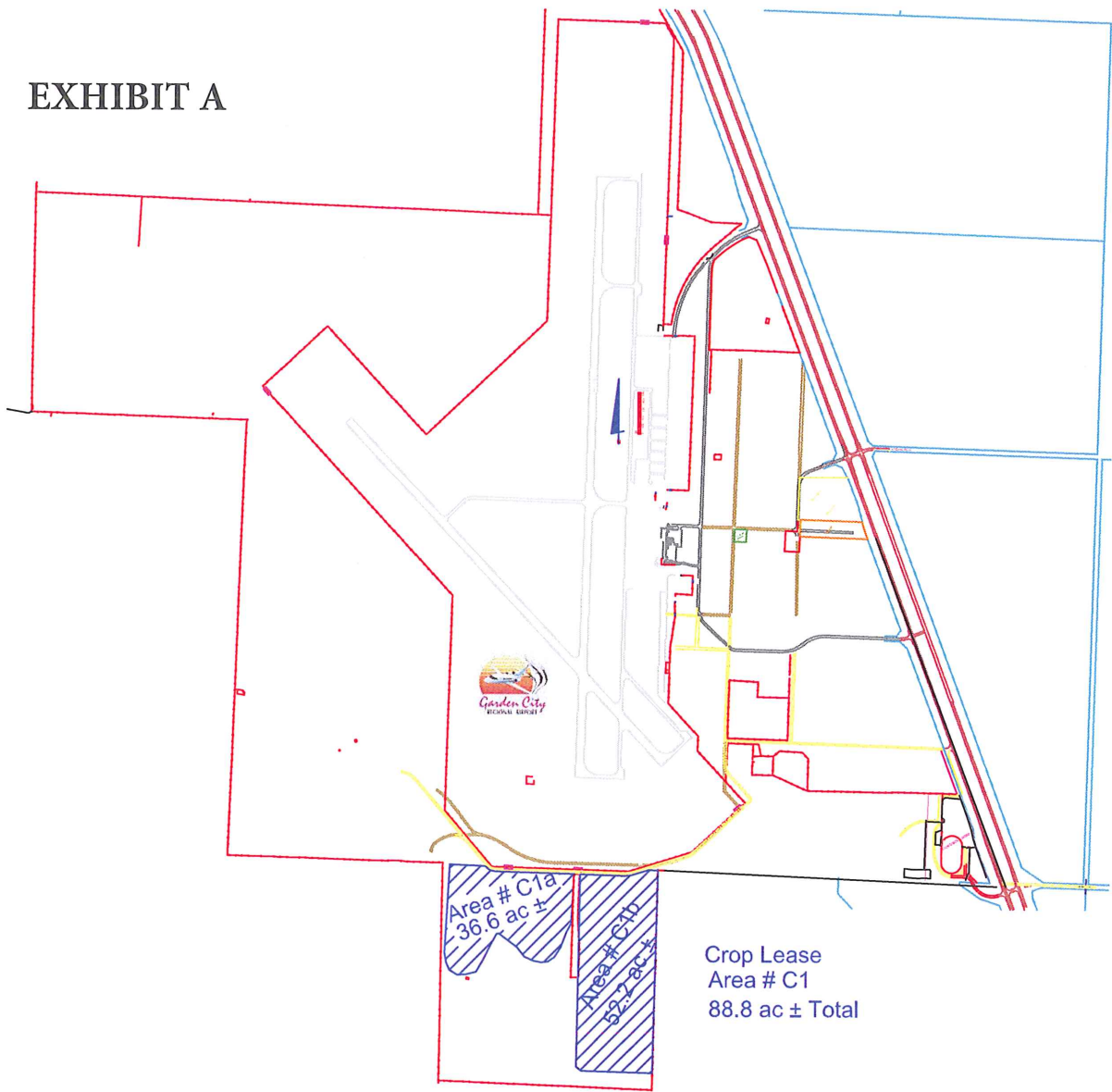
ATTEST:

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

TENANT

\_\_\_\_\_  
MICHAEL J. RICHMEIER

EXHIBIT A



**LEASE AGREEMENT**  
**(Crop - Tract C2)**

THIS LEASE AGREEMENT (Agreement), made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the CITY OF GARDEN CITY, KANSAS (Landlord), and MICHAEL J. RICHMEIER (Tenant).

Landlord, in consideration of the terms and conditions set forth below, leases to Tenant the premises located at the Garden City Regional Airport (GCRA), Finney County, Kansas, more fully described as follows, to-wit:

155.3 acres of crop land depicted as C2a, C2b, C2c, and C2d on Exhibit  
A attached hereto and incorporated herein by reference (Leased  
Premises).

1. **TERM.** The term of this Agreement shall be for a period beginning August 1, 2017 and ending on July 31, 2022. Tenant acknowledges that the Leased Premises are part of an industrial development area at the GCRA and that future development may occur in the area, thereby interfering with Tenant's use of the Leased Premises. Tenant agrees that this Agreement may be terminated by Landlord, notwithstanding the term set forth in this paragraph, by Landlord giving Tenant written notice of termination, not less than ninety (90) days prior to the date of termination. If this Agreement is terminated by Landlord at a time when Tenant has paid rent for days beyond date of termination, Landlord shall refund rent to Tenant on a pro rata basis.

2. **RENT.** Tenant shall pay rent to Landlord as rent for the Leased Premises, the sum of **\$2,795.40**, said payment due on or before July 31 of each fiscal year term, with the first payment due July 31, 2018 and the final payment due July 31, 2022.

All payments shall be made payable to Landlord, and delivered to the City of Garden City, Kansas, 301 N. 8<sup>th</sup> Street, Garden City, Kansas 67846.

3. **CONDITION OF LEASED PREMISES.** Tenant has examined and knows the condition of the Leased Premises and accepts the same in its present condition and repair.

4. **USE OF LEASED PREMISES.** Tenant may use the Leased Premises for the cultivation and harvesting of crops. Tenant may rotate crops as deemed necessary by standard farming practices.

5. **WATER.** Tenant may use water from the leased premises for irrigation purposes. Tenant shall be solely responsible for all expenses and equipment for irrigation, including water production and distribution. Tenant shall pay to Landlord the water usage rate of \$2.19 per 1,000 gallons used by Tenant.

Tenant agrees to follow recognized water conservation and management techniques and procedures to protect against the wasteful use of water. The water use procedures of tenant shall be subject to the review of Landlord. The water use rights granted to Tenant herein may be terminated by Landlord should it come to the attention of Landlord that Tenant is allowing the unnecessary waste of water. Tenant may not sell water from the leased premises.

6. **TAXES.** Tenant shall be responsible for payment of all taxes and assessments levied against the Leased Premises and personal property owned by Tenant and located on the Leased Premises.

7. **MAINTENANCE.** Tenant shall be responsible for any necessary repairs and maintenance to the Leased Premises, including but not limited to, repairs and maintenance of all fencing, windmills, wells, and irrigation equipment.

8. **OPERATION DURING LEASE TERMINATION YEAR.** In the event any open ground exists during a lease termination year, Landlord and Tenant shall mutually agree upon a method for workings such ground in order to make it available for planting by a new tenant. To this end, Tenant shall either allow Landlord's new tenant access to the open ground for working purposes, or Landlord shall reimburse Tenant for normal and customary ground working at the customary rate applicable to such area. In the event Tenant has worked the open ground prior to receiving notice of lease termination, Tenant shall also be entitled to reimbursement for such ground working at the customary rate applicable to such area.

9. **INDEMNIFICATION.** Tenant shall keep, protect, and save harmless Landlord from any loss, cost, claim, judgment or experience of any sort or nature, and from any liability to any person, on account of any injury, damage or death to any person or property arising out of any use of the Leased Premises by Tenant, his agents or his employees.

Landlord shall be responsible to Tenant for any damage to Tenant's crops caused by the acts of Landlord.

10. **ALTERATIONS.** Tenant shall not make any material or substantial alteration or addition to the Leased Premises without the prior written consent of Landlord. All installations, additions, or improvements in or upon the Leased Premises, made by either party, shall become the property of Landlord and shall remain upon and surrendered with the Leased Premises as a part thereof, at the expiration or sooner termination of this Agreement. Tenant shall be responsible for erection of all necessary fencing required. At the request of Landlord, Tenant shall remove all installations, additions, or improvements added to the Leased Premises by Tenant during the term of this Agreement or any previous Agreement, and restore the Leased Premises to its original condition, at Tenant's sole expense. If Tenant fails to remove any installation, addition, or improvement and restore the Leased Premises, as instructed by Landlord, Landlord may take the appropriate steps to remove and restore, and assess all related expenses to Tenant.

11. **LIENS AND ENCUMBRANCES.** Tenant covenants and agrees at all times to keep the Leased Premises free from liens and encumbrances of whatever kind or nature arising from, or predicated upon, materials furnished or work or labor performed upon the Leased Premises at Tenant's request or by Tenant's authority.

12. **UTILITIES.** Tenant shall be responsible for the payment of all utilities used on the Leased Premises, said utilities to include, gas, electricity, water, and/or other services used, charged or imposed in or about or supplied to the Leased Premises.

13. **RIGHT TO INSPECT.** Landlord hereby reserves, and Tenant hereby accords to Landlord, the right, personally or through any representative of Landlord's choice, to enter upon and to inspect the Leased Premises, at any and all reasonable times, for the purpose of inspecting the Leased Premises, exhibiting the same to a prospective purchaser or lessee, or otherwise.

14. **DEFAULT.** This Agreement is made upon the express condition that if Tenant fails to pay the rental reserved hereunder or any part thereof, after the same shall become due and such failure shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant, or if Tenant fails or neglects to perform or observe any of Tenant's other obligations hereunder and such failure and neglect shall continue for ten (10) days after written notice to Tenant from Landlord, Landlord at any time thereafter, by written notice to Tenant, may lawfully declare the termination hereof and re-enter the Leased Premises or any part thereof. Landlord shall have the right to remove, at Tenant's expense, any of Tenant's property left remaining on the Leased Premises. In addition, Tenant shall remain and continue to be liable to Landlord in a sum equal to all fixed and additional rent herein reserved for the balance of the term herein originally granted.

15. **TENANT HOLDING OVER.** In the event that Tenant shall remain in the Leased Premises after the expiration or termination of this Agreement, such holding over shall not constitute a renewal or extension of this Agreement. Landlord may, at its option, elect to treat Tenant as one who has not removed at the end of his term, and thereupon be entitled to all the remedies against Tenant provided by law in that situation, or the Landlord may elect, at its option, to construe such holding over as a tenancy from month-to-month, subject to all the terms and conditions of this Agreement, except as to duration thereof, and in that event Tenant shall pay monthly rent in advance at the rate provided herein as effective during the last month of the Agreement.

16. **SURRENDER AND TERMINATION.** Upon expiration or termination of this Agreement for any reason, whether by reason of expiration of the term hereof or cancellation for default or otherwise, Tenant shall, and hereby covenants and agrees to peacefully surrender and deliver up possession of the Leased Premises to Landlord.

17. **ASSIGNMENT OR SUBLEASE.** Tenant shall not assign or sublet the Leased Premises, in whole or in part, without the prior written consent of Landlord.

18. **NONEXCLUSIVE RIGHT.** It is understood and agreed that nothing contained herein shall be construed to grant or authorize the granting of an exclusive right for an aeronautical activity, pursuant to the Federal Aviation Act of 1958, Section 308, and the Civil Aeronautics Act of 1938, Section 303.

19. **NONDISCRIMINATION.**

- (a) Tenant, as part of the consideration hereof, for himself, his personal representatives, successors in interest, and assigns, does hereby covenant and agree, as a covenant running with the land: (1) that no person on the grounds of race, color, religion, sex, or national origin, shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination by Tenant, in the use of the Leased Premises hereunder, (2) that in the construction of any improvements on, over, or under such Leased Premises, and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, or national origin, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that Tenant shall use the Leased Premises hereunder in compliance with all other applicable requirements imposed by Title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may apply or be amended from time to time.
- (b) In the event that Tenant should breach any of the above nondiscrimination covenants, Landlord shall have the right to terminate this Agreement and re-enter and repossess the Leased Premises, and hold the same as if this Agreement had never been made or issued.
- (c) This Agreement shall be subordinate to the provisions of any existing and future agreements between Landlord and the United States of America, the State of Kansas, and the City of Garden City, Kansas, their boards, agencies, or commissions, relative to the operation or maintenance of the GCRA, the execution of which has been or will be required as a condition to the expenditure of federal, state, or city funds or the issuance of bonds for the development of the GCRA.

20. **OBSTRUCTIONS.** Landlord reserves the right to take any action it may deem necessary to protect aerial approaches of the GCRA against obstructions, together with the right to prevent Tenant from erecting, or permitting to be erected, any building or any other structure on the Leased Premises which, in the opinion of Landlord, will limit the usefulness of the GCRA or constitute a hazard to the safe operation of the GCRA facilities. Tenant, and his successors and assigns will complete a Federal Aviation Administration (FAA) Form 7460-1, Notice of Proposed Construction or Alteration, and receive a favorable determination from the FAA prior to any construction on the GCRA which he may desire to undertake, and for which he has received Landlord's prior written approval.

21. **NONDISCRIMINATION IN EMPLOYMENT OPPORTUNITIES.** Tenant assures that he will comply with pertinent federal and state statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be discriminated against in any employment opportunity with Tenant.

22. **STRICT COMPLIANCE WITH LAWS.** Tenant agrees to observe and obey, during the term of this Agreement, any and all laws, ordinances, rules, and regulations which have been or may be enacted or promulgated by the United States, Federal Aviation Administration, State of Kansas, Landlord, the GCRA Director of Aviation, or any other governmental agency or entity having jurisdiction over the GCRA.

23. **ENVIRONMENTAL LAWS.** Tenant shall be responsible for the cleanup of all spills of fuel, chemicals, and hazardous materials caused by the acts or negligence of his employees or others. All such spills shall be reported immediately to Landlord. All cleanups shall be conducted in accordance with applicable state and federal laws, rules and regulations, at the sole and exclusive expense of Tenant.

Tenant shall follow all applicable state and federal environmental laws, rules, and regulations. Tenant shall not maintain any underground storage tanks on the Leased Premises. Tenant agrees to indemnify Landlord for any and all damages related to environmental hazards caused by the acts or negligence of Tenant, his employees, or others.

24. **GENERAL COVENANTS.**

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

(1) If to Landlord:      Director of Aviation  
Garden City Regional Airport  
2225 South Air Service Road, Suite 112  
Garden City, Kansas 67846  
Telephone: (620) 276-1190

(2) If to Tenant:      Michael J. Richmeier  
2901 Castlewood  
Garden City, Kansas 67846

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

(b) This instrument incorporates all of the obligations, agreements and understandings of the parties hereto and there are no oral agreements or understandings between the parties hereto concerning the property covered by this Agreement.

- (c) This Agreement may be amended, changed, or modified, only upon the written consent of all the parties.
- (d) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives and permitted assigns.
- (e) In the event any party hereto initiates litigation or any other dispute resolution process to enforce or protect its rights under this Agreement, the party prevailing in any such litigation or other dispute resolution process shall be entitled, in addition to all other relief, to reasonable attorneys' fees, out of pocket costs and disbursements to the extent permitted by law, relating to such litigation or other dispute resolution process.
- (f) This Agreement shall be construed in accordance with the laws of the state of Kansas.
- (g) This Agreement may not be assigned by the Tenant without the prior written consent of the Landlord.

IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first above written, in multi-part, each of which shall constitute an original.

LANDLORD

CITY OF GARDEN CITY, KANSAS

ATTEST:

By \_\_\_\_\_  
Melvin Dale, Mayor

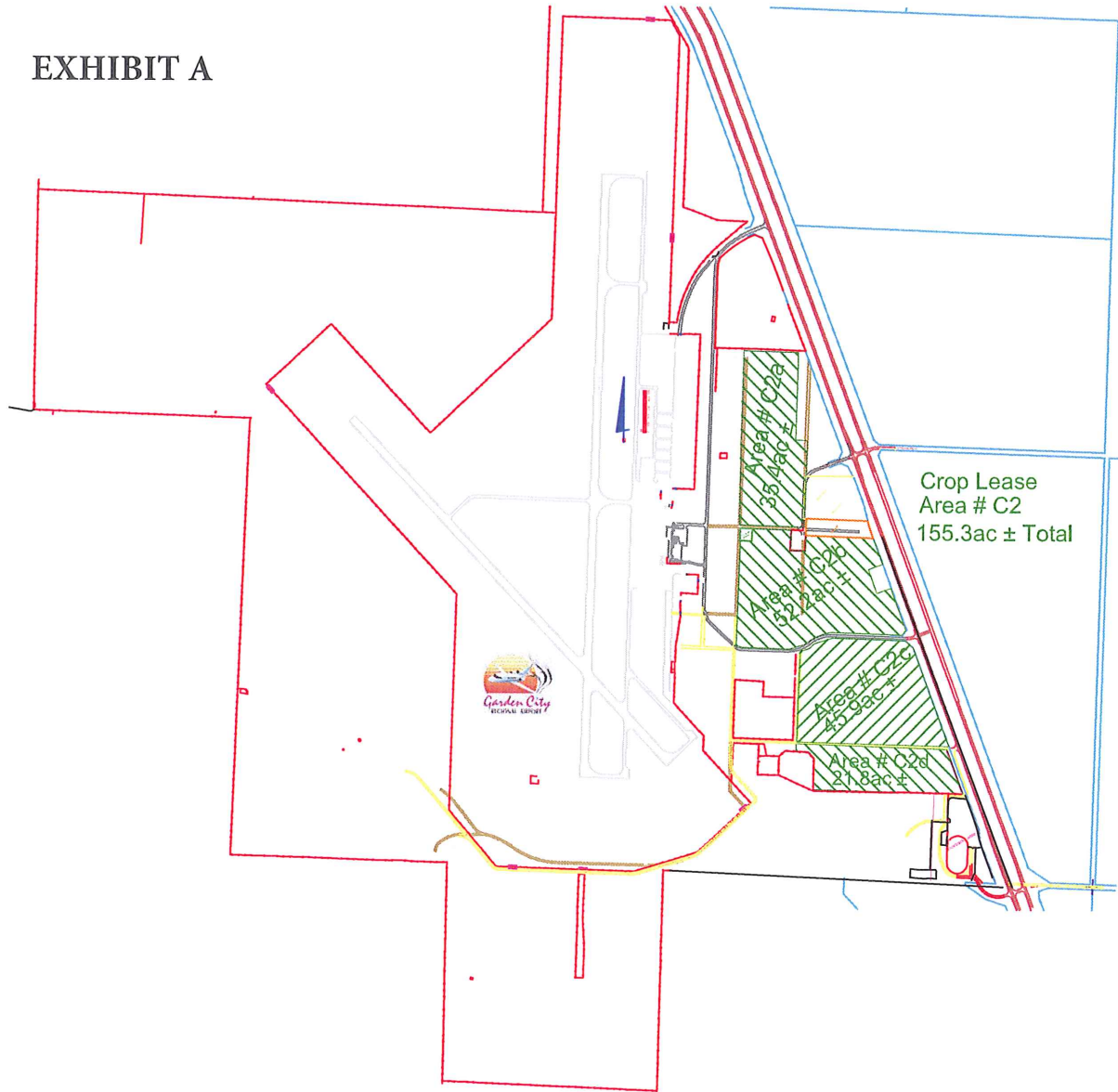
\_\_\_\_\_  
Celyn N. Hurtado, City Clerk

TENANT

\_\_\_\_\_  
MICHAEL J. RICHMEIER



# EXHIBIT A





## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Steve Cottrell, Assistant to the City Manager  
**DATE:** June 6, 2017  
**RE:** Kansas Avenue KLINK Project Bids

---

### **ISSUE:**

The Governing Body is asked to consider and approve bids received May 31, 2017 for the Kansas Avenue FY2017 KLINK project.

### **BACKGROUND:**

This project is concrete reconstruction of Kansas Avenue from where the concrete pavement ends east of Target to about the southbound ramps at the bypass.

We received two bids, both were under the engineer's estimate. The bid tabulation is attached. The bids received were:

J-A-G Construction Co., Dodge City	\$650,368.35
Smoky Hill, LLC, Salina	\$749,042.20
Engineer's Estimate	\$826,676.50

KLINK projects are generally shared on a 50/50 basis, subject to a KDOT maximum of \$300,000, with non-participating items (curb & gutter replacement) at 100% City cost.

Construction could begin yet this fall, but could be delayed until next spring.

### **ALTERNATIVES:**

1. The Governing Body may accept the low bid and award a contract.
2. The Governing Body may reject the bids.

### **RECOMMENDATION:**

Staff recommends awarding the contract, subject to KDOT concurrence, to J-A-G Construction Co., in the amount of \$650,368.35 and authorizing the Mayor and City Clerk to execute the contracts when the documents have been returned by the contractor.

### **FISCAL NOTE:**

The City share was included in the 2016 Major Trafficway Bond issue, at line item 042-91-000-6400, at \$491,000, which will also cover the construction inspection.

### **ATTACHMENTS:**

Description

Upload Date    Type



## **Bid Tabulation Summary**

**K-156**

**Kansas Avenue Project # 156-28 U-0926-01**

**City of Garden City, Kansas**

**Bid Opening 5/31/2017 10:00 am**

<b>Bidder</b>	<b>Base Bid Total</b>
<b>J-A-G Construction Co.</b>	<b>\$650,368.35</b>
<b>Smoky Hill, LLC</b>	<b>\$749,042.20</b>
<b>Engineer's Estimate</b>	<b>\$826,676.50</b>



				Engineer's Estimate		J-A-G Constrcutin Co.		Smoky Hill, LLC	
Item No.	Description	Unit	Qty	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension
<b>General</b>									
1	Concrete Pavement (9" Uni)(AE)(NRDJ)	SY	7794	\$70.00	\$545,580.00	\$59.30	\$462,184.20	\$68.15	\$531,161.10
2	Rock Excavation	CY	1517	\$45.00	\$68,265.00	\$17.50	\$26,547.50	\$28.00	\$42,476.00
3	Compaction of Earthwork (TypeAA(MR-0-5)	SY	1299	\$7.00	\$9,093.00	\$19.50	\$25,330.50	\$4.00	\$5,196.00
4	Seeding & Erosion Control	LS	1	\$11,000.00	\$11,000.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00
5	Staking	LS	1	\$14,000.00	\$14,000.00	\$7,000.00	\$7,000.00	\$7,500.00	\$7,500.00
6	Common Excavation	CY	433	\$15.00	\$6,495.00	\$14.50	\$6,278.50	\$65.00	\$28,145.00
7	Common Excavation (Contr. Furn.)	CY	326	\$20.00	\$6,520.00	\$14.50	\$4,727.00	\$30.00	\$9,780.00
8	Curb & Gutter	LF	1	\$40.00	\$40.00	\$30.00	\$30.00	\$43.00	\$43.00
9	Curb & Gutter Removal	LF	1	\$10.00	\$10.00	\$7.00	\$7.00	\$60.00	\$60.00
10	Pavement Marking (Epoxy)(White)(6")	LF	2842	\$5.00	\$14,210.00	\$2.00	\$5,684.00	\$2.50	\$7,105.00
11	Pavement Marking (Epoxy)(Yellow)(4")	LF	4553	\$3.25	\$14,797.25	\$1.30	\$5,918.90	\$1.90	\$8,650.70
12	Pavement Marking (Epoxy)(Yellow)(12")	LF	241	\$18.00	\$4,338.00	\$17.65	\$4,253.65	\$19.00	\$4,579.00
13	Pavement Marking (Intersection Grade)(White)(24")	LF	59	\$30.00	\$1,770.00	\$29.50	\$1,740.50	\$35.00	\$2,065.00
14	Pavement Marking (Intersection Grade)(White)(Left Turn Arrow)	EA	17	\$400.00	\$6,800.00	\$325.00	\$5,525.00	\$400.00	\$6,800.00
15	Construction Signs (0 to 9.25 SQFT)	Ea/Day	2400	\$0.20	\$480.00	\$0.15	\$360.00	\$0.15	\$360.00
16	Construction Signs (9.26 to 18.25 SQFT)	Ea/Day	2300	\$0.25	\$575.00	\$0.20	\$460.00	\$0.15	\$345.00
17	Construction Barricades (Type III - 4' to 12')	Ea/Day	2800	\$0.65	\$1,820.00	\$0.30	\$840.00	\$0.30	\$840.00
18	Channelizer (Fixed)	Ea/Day	4300	\$0.30	\$1,290.00	\$0.20	\$860.00	\$0.15	\$645.00
19	Channelizer (Portable)	Ea/Day	16500	\$0.10	\$1,650.00	\$0.12	\$1,980.00	\$0.15	\$2,475.00
20	Construction Warning Light (Type "A" Low Intensity)	Ea/Day	700	\$0.75	\$525.00	\$0.50	\$350.00	\$0.45	\$315.00
21	Arrow Display	Ea/Day	200	\$12.00	\$2,400.00	\$12.00	\$2,400.00	\$15.00	\$3,000.00
22	Pavement Marking (Temporary)(4" Solid)(Type I)	STA/LINE	265	\$125.00	\$33,125.00	\$123.50	\$32,727.50	\$115.00	\$30,475.00
23	Pavement Marking (Temporary)(4" Solid)(Type II)	STA/LINE	29	\$75.00	\$2,175.00	\$70.50	\$2,044.50	\$64.25	\$1,863.25
24	Pavement Marking (Temporary)(4" Broken)(8.0')(Type I)	STA/LINE	8	\$100.00	\$800.00	\$35.00	\$280.00	\$33.00	\$264.00
25	Pavement Marking Removal	LF	5191	\$0.75	\$3,893.25	\$0.60	\$3,114.60	\$0.65	\$3,374.15
26	Traffic Control (Initial Setup)	LS	1	\$75,000.00	\$75,000.00	\$44,700.00	\$44,700.00	\$48,000.00	\$48,000.00
27	Flagger (Set)	Hour	1	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
<b>TOTAL BASE BID</b>				<b>\$826,676.50</b>		<b>\$650,368.35</b>		<b>\$749,042.20</b>	



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Allen Shelton, Fire Chief  
**DATE:** June 6, 2017  
**RE:** Self-Contained Breathing Apparatus Compressor bids

---

### **ISSUE:**

The Governing Body is asked to consider and approve the purchase of a self-contained breathing apparatus compressor.

### **BACKGROUND:**

The current compressor located at the Labrador Fire Station was purchased in 1976. This piece of equipment is used to provide breathing air in each of the firefighter's breathing tanks. This particular piece of equipment is essential for fighting fires with regard to the safety and health of the firefighters.

Letters of invitation to bid and specification sheet were mailed May 4, 2017 to the following; Air & Fire Systems, Salina, Kansas, Weis Fire & Safety Equipment Company Incorporated, Salina, Kansas and Conrad Fire Equipment, Olatha, Kansas. Deadline date for returned bid letters set for Friday, May 26, 2017 at 5:00 p.m.

The three companies that were sent invitations for bid returned letters of interest in providing bids per the specifications sent out. A bid tabulation sheet is attached for your review.

### **ALTERNATIVES:**

1. Accept and approve the low bid received from Air & Fire Systems for \$55,968.
2. Select an alternate bid as submitted.
3. Reject all bids received.

### **RECOMMENDATION:**

Staff recommends Alternative 1.

### **FISCAL NOTE:**

The total purchase price of the low bid is \$55,968.00. The funds for this purchase would be taken in part from the carry over of New Equipment 2016 in the amount of \$28,500.00 currently preserved in the 005 Capital Improvement Reserve fund. The balance of 28,500.00 would come from the 2017 General Fund- New Equipment line in the Fire Department budget.

### **ATTACHMENTS:**

Description	Upload Date	Type
Specification Sheet Compressor	5/30/2017	Backup Material
Invitation to Bid Compressor	5/30/2017	Backup Material





Allen Shelton, Fire Chief

Garden City Fire Department  
Bid

Specification and Quantities  
Modular Breathing Air System

With integrated compressor, refill station, hose reel and cascade breathing air storage system.

Garden City Fire Department  
Labrador Fire Station

**Module I:**

One - Breathing Air Module compressor package including:

- Four stage air-cooled compressor (27.0 cfm @ 6000 psi)
- 20 Horsepower electric motor (230V/60Hz/3 phase)
- UL listed electric panel
- Direct online IEC starter package
- PLC controller
- Instrumentation / controls:
  - High air temperature switch
  - Low oil pressure switch
  - Start/stop air pressure switch
- Gauge panel including:
  - Hour meter
  - High air temperature warning light
  - Low oil pressure warning light
  - High air pressure light
  - Emergency stop button
  - Final stage pressure gauge
- Purification system (processes 82,000 cf w/ an 70 F inlet)
- CO/Moisture indicator kit
- Automatic condensate drain with muffler reservoir
- Enclosed, insulated, vertical cabinet\
- Hinged access door in front
- Removable, hinged access doors on sides
- 1/4 " JIC male outlet fitting
- Shutdown audible alarm
- Air monitoring system (CO monitor with auto calibration and cartridge detection)

**Module II:**

One - Air Storage system including:

- Four 6000 psi ASME cylinders with service valve, bleed valve and ASME safety relief valve (481 cf each @ 6000 psi / 424 cf each @ 5000 psi)
- Self standing vertical inline rack
- Interconnecting hardware

**Module III:**

One – Three position, SCBA/Scuba, containment fill station including:

- Minimum of three position, front loading, containment fill station capable of holding a 120 cf 3500 psi Scuba cylinder
- Latching front door with safety interlock
- Minimum of three fill whips with isolation valves, bleed valves and SCBA fill adapters
- Fill panel including:
  - Regulator complete with push action valve
  - Inlet and outlet gauges
  - Color zoned gauges
  - Safety relief valve on outlet of regulator set at 4700 psi
  - One fill control valve and gauge
  - Four bank cascade control with “to” and “from” valves
  - Bypass valve
  - Regulated auxiliary outlet with valve and high pressure male coupler
  - Embedded silk screen air flow schematic
  - Four bank auto cascade control

**Modular Integration Kit:**

- Bolt-on guide pieces to assist in attaching components together
- Removable center module on casters (hose reel compartment)
- Crown molding
- Hardware
- 75 ft high-pressure, spring rewind hose reel with rollers, ball stop, and
- QD fill assembly



## **Garden City Fire Department**

P.O. Box 998  
302 N. 9th  
Garden City, KS 67846  
E-mail: [fire@garden-city.org](mailto:fire@garden-city.org)

Allen Shelton  
Fire Chief  
(620) 276-1140  
Fax: (620) 276-1142

May 4, 2017

Air & Fire Systems Inc.  
Randy Weis  
P.O. Box 1546  
Salina, Kansas 67402

Randy,

This is your invitation to bid on a Modular Breathing Air System with integrated compressor, refill station, hose reel and cascade breathing air storage system.

The quote should include the complete system, freight, start-up and installation of outside fresh air intake, air quality test and training. Positioning of the air compressor in the fire station, electrical connection/hook-up and hole for the fresh air piping is to be provided by the fire department located at the Labrador Fire Station 1605 East Mary. Components listed on attached specification and quantities sheet.

Sealed bids will be accepted until 5:00 p.m. on Friday May 26, 2017; mailed to Chief Allen Shelton, Garden City Fire Department, P.O. Box 998, Garden City, Kansas 67846. No bidder may withdraw for at least thirty (30) days after the scheduled closing time for receipt of bids.

Bids must specify the brand and model of each item being bid. The Garden City Fire Department reserves the right to reject any or all bids if they do not meet our specifications.

If you have any questions, please contact Allen Shelton, Fire Chief at (620) 276-1140.

Sincerely,

Allen Shelton, Fire Chief



## **Garden City Fire Department**

P.O. Box 998  
302 N. 9th  
Garden City, KS 67846  
E-mail: [fire@garden-city.org](mailto:fire@garden-city.org)

Allen Shelton  
Fire Chief  
(620) 276-1140  
Fax: (620) 276-1142

May 4, 2017

Conrad Fire Equipment, Inc.  
Attention Inside Sales  
887 North Jan-Mar Court  
Olathe, Kansas 66061

Inside Sales,

This is your invitation to bid on a Modular Breathing Air System with integrated compressor, refill station, hose reel and cascade breathing air storage system.

The quote should include the complete system, freight, start-up and installation of outside fresh air intake, air quality test and training. Positioning of the air compressor in the fire station, electrical connection/hook-up and hole for the fresh air piping is to be provided by the fire department located at the Labrador Fire Station 1605 East Mary. Components listed on attached specification and quantities sheet.

Sealed bids will be accepted until 5:00 p.m. on Friday May 26, 2017; mailed to Chief Allen Shelton, Garden City Fire Department, P.O. Box 998, Garden City, Kansas 67846. No bidder may withdraw for at least thirty (30) days after the scheduled closing time for receipt of bids.

Bids must specify the brand and model of each item being bid. The Garden City Fire Department reserves the right to reject any or all bids if they do not meet our specifications.

If you have any questions, please contact Allen Shelton, Fire Chief at (620) 276-1140.

Sincerely,

Allen Shelton, Fire Chief





## **Garden City Fire Department**

P.O. Box 998  
302 N. 9th  
Garden City, KS 67846  
E-mail: [fire@garden-city.org](mailto:fire@garden-city.org)

Allen Shelton  
Fire Chief  
(620) 276-1140  
Fax: (620) 276-1142

May 4, 2017

Weis Fire & Safety Equipment Co., Inc.  
Dennis B. Johnson  
P.O. Box 3467  
Salina, Kansas 67402-3467

Dennis,

This is your invitation to bid on a Modular Breathing Air System with integrated compressor, refill station, hose reel and cascade breathing air storage system.

The quote should include the complete system, freight, start-up and installation of outside fresh air intake, air quality test and training. Positioning of the air compressor in the fire station, electrical connection/hook-up and hole for the fresh air piping is to be provided by the fire department located at the Labrador Fire Station 1605 East Mary. Components listed on attached specification and quantities sheet.

Sealed bids will be accepted until 5:00 p.m. on Friday May 26, 2017; mailed to Chief Allen Shelton, Garden City Fire Department, P.O. Box 998, Garden City, Kansas 67846. No bidder may withdraw for at least thirty (30) days after the scheduled closing time for receipt of bids.

Bids must specify the brand and model of each item being bid. The Garden City Fire Department reserves the right to reject any or all bids if they do not meet our specifications.

If you have any questions, please contact Allen Shelton, Fire Chief at (620) 276-1140.

Sincerely,

Allen Shelton, Fire Chief

## Bid Tabulation Sheet

Location: Garden City Fire Department

<u>DEPT.</u>	<u>BUDGET</u>
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<b><u>FIRE</u></b>	<b><u>\$57,000.00</u></b>
--------------------	---------------------------

[illegible]



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Fred Jones, Water Resource Manager  
**DATE:** June 6, 2017  
**RE:** Electrical Equipment for the SCADA Upgrade Project bids

---

### **ISSUE:**

The Governing Body is asked to consider and approve the low bid from 3G Electric to install electrical equipment for the SCADA Upgrade Project.

### **BACKGROUND:**

The Water Division solicited bids for the installation of equipment that is needed for the Supervisory Control and Data Acquisition (SCADA) project. Two bidders responded to the advertisement for bids. The low bid was submitted by 3G Electric for the sum of \$28,600.00. The bid tabulation sheet is attached to this agenda item.

The equipment will be installed at every well, water tower, and pumping station in the water system. There is a total of 21 locations that will have equipment installed. Once the equipment is installed Mid America Consultants, the City's SCADA Engineer, will complete the installation of the software and programming that will make the system functional. The installation of electrical components is outside the scope of work required of Mid America Consultants.

The equipment installation will be completed in three phases with the final completion date of August 4, 2017.

### **ALTERNATIVES:**

1. Award the bid from 3G Electric in the amount of \$28,600.00.
2. Select an alternate bid as submitted.
3. Reject all bids.

### **RECOMMENDATION:**

Staff recommends the Governing Body approve Alternative #1, awarding the bid to 3G Electric in the amount of \$28,600.00.

### **FISCAL NOTE:**

This will be part of the Water and Waste Water Utility SCADA Upgrades Project. GL Code 068-411-6110.03 fund balance is \$750,000.

### **ATTACHMENTS:**

Description	Upload Date	Type
SCADA Electric Subcontract Bid Tabulation	5/31/2017	Backup Material



# CITY OF GARDEN CITY

## SCADA BID 2017

Bid Tabulation Sheet

Date & Time: May 26,2017

Equipment: SCADA Electrical Equipment Installation

Location: Garden City and Vicinity

DEPT.

BUDGET

WATER

BIDDERS	LIST PRICE	GOV'T DISCOUNT	NET CITY COST	DELIVERY DATE	EXCEPTIONS & COMMENTS
3G Electric	<b>\$28,600.00</b>	<b>N/A</b>	<b>\$28,600.00</b>	<b>4-Aug-17</b>	<b>Acknowledged Addendum No. 1</b>
Davis Electric	<b>\$40,149.00</b>	<b>N/A</b>	<b>\$40,149.00</b>	<b>4-Aug-17</b>	<b>Acknowledged Addendum No. 1</b>
			\$0.00		
			\$0.00		



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Mike Muirhead, Public Utilities Director  
**DATE:** June 6, 2017  
**RE:** 2017 Vacuum Excavator

---

### **ISSUE:**

The Governing Body is asked to consider and approve the bid from Mid-America Equipment for a 2107 Vacuum Excavator.

### **BACKGROUND:**

Three bids were received for the purchase of a 2017 Vacuum Excavator for the Electric Department. Mid-America Equipment submitted the lowest bid of \$56,389.35 with trade in of the old unit. All three bids met the minimum specifications.

Bid Tab:

Mid-America Equipment	\$56,389.35
Vermeer Great Plains	\$77,560.88
Ditch Witch Undercon	\$84,095.10

### **ALTERNATIVES:**

1. Award the bid from Mid-America Equipment in the amount of \$56,389.35
2. Reject the bid and direct staff to re-bid the equipment.

### **RECOMMENDATION:**

Staff recommends the Governing Body approve the bid from Mid-America Equipment in the amount of \$56,389.35.

### **FISCAL NOTE:**

The funding for this equipment will come from the 2017 Electric Fund Budget - G/L Code 068-411-6100.08 that currently has a balance of \$70,131.40



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Kaleb Kentner, Neighborhood & Development Services Director  
**DATE:** June 6, 2017  
**RE:** Contractor Licenses

---

### **ISSUE:**

The Governing Body is asked to consider and approve the contractor licenses.

### **BACKGROUND:**

Attached is the list of contractors who have applied for a new license or license renewal from Neighborhood & Development Services. All of the contractors on this list have completed the requirements necessary to obtain their license for 2017.

### **ALTERNATIVES:**

1. The Governing Body may elect to approve contractor licenses as presented.
2. The Governing Body may elect to not approve contractor licenses.

### **RECOMMENDATION:**

Staff recommends approval of contractor licenses as presented.

### **FISCAL NOTE:**

None.

### **ATTACHMENTS:**

Description	Upload Date	Type
Contractor Agenda	5/31/2017	Backup Material

# **CONTRACTOR LICENSE AGENDA**

**June 6, 2017**

## **2017 NEW**

### **CLASS D-R Roofing**

All Star Roofing

### **CLASS B-General**

Arcos Construction

### **CLASS E-SOC Specialized Other**

Carolina Carports, Inc.

### **CLASS D-SSE Structural Steel**

Apex Building Co.

## **2017 RENEWAL**

### **CLASS B General**

Morales Construction

### **CLASS E-SOC Specialized Other**

Coast to Coast Carports, Inc.

CPB Materials



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Celyn N. Hurtado, City Clerk  
**DATE:** June 6, 2017  
**RE:** CMB Licenses - 06-06-17

---

### **ISSUE:**

The Governing Body is asked to consider and approve the Cereal Malt Beverage licenses.

### **BACKGROUND:**

Attached is a list of businesses applying for new Cereal Malt Beverage, licenses. All of the businesses on this list have completed the requirements necessary to obtain their license.

### **ALTERNATIVES:**

1. Approve the licenses as presented.
2. Deny the licenses.

### **RECOMMENDATION:**

Staff recommends approval of the new and renewing applications.

### **FISCAL NOTE:**

Fees for an On Premise Cereal Malt Beverage license is \$125.

### **ATTACHMENTS:**

Description	Upload Date	Type
CMB licenses - 06-06-17	6/2/2017	Backup Material

# **LICENSE AGENDA**

**June 6, 2017**

**2017 RENEWAL**

## **CEREAL MALT BEVERAGES**

Tacos Y Mariscos El Canelo, LLC

Tacos El Tapatio



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Celyn N. Hurtado, City Clerk  
**DATE:** June 6, 2017  
**RE:** 04-24-17 GCRC minutes

---

**ISSUE:**

Presentation of the April 24, 2017 minutes from the Garden City Recreation Commission.

**BACKGROUND:**

None.

**ALTERNATIVES:**

None.

**RECOMMENDATION:**

None.

**FISCAL NOTE:**

None.

**ATTACHMENTS:**

Description	Upload Date	Type
GCRC 04-24-17 minutes	6/1/2017	Backup Material



## **Garden City Recreation Commission**

### **Minutes April 24, 2017**

#### **I. Called Meeting to Order**

Chairperson Jamie Warren called the meeting to order at 5:15 pm. Other board members present were Myca Bunch, Deb Oyler, Marilyn Porter and Keith Rathbun. GCRC staff present were Superintendent Aaron Stewart and Finance Director Debbie Bridgeman.

#### **II. Approval of Agenda**

Aaron asked to change the Rec Coordinator-Athletics under the Superintendents report to Staff Hires. Myca moved and Marilyn seconded to approve the agenda with the change under the Superintendents report. The motion carried with all in favor.

#### **III. Public Comments**

There were no public comments as there were none present.

#### **IV. Consent Agenda**

- Minutes of Regular Meeting March 27, 2017
- Staff/Participation Reports for March 2017

The Board reviewed the minutes. Myca noted that under Item IV it should be the Apparel RFP instead of FRP. The board reviewed the staff reports. Jamie commented on Throw Back Thursday photos on the upcoming items in the Marketing Department. He suggested that we might get the community involved by having them submit their pictures as well. They discussed the baseball/softball tournaments that took place over the weekend as well as the painting of the Recreation building. Deb moved to approve the consent agenda. The motion was seconded by Myca. The motion carried with all in favor.

#### **V. Financials**

Aaron presented a 2017 1<sup>st</sup> quarter financial summary and reviewed it with the board. He stated that March was an extremely expensive month. He also stated that we are taking a different approach for purchasing materials and equipment this year as to last year; last year at this time we were only purchasing what was necessary whereas this year we are trying to purchase the bulk of our materials and equipment at this time. He noted that we did have three pay periods in March this year as well as the insurance renewal and the balance of the 2016 audit whereas last year they hit in April. Aaron explained that we are putting our tax disbursements into the different departments as we receive them from the City instead of at the end of the year. Aaron stated that our overall cost recovery rate is 47%. Sports revenue is up about \$15,000.00 and he is looking for bigger returns once the Rec Coordinator is here and adjusted. He stated Fitness is the area that concerns him the most; expenses are slightly lower this year and we have streamlined our labor as much as we can. He stated we will need to get creative and are working on a marketing strategy to capture more memberships. The board discussed marketing ideas for this area. Deb moved and Marilyn seconded to approve the financials. The motion carried with all in favor.

#### **VI. Superintendents Report**

- Website Update

- Leadership Training
- 2016 Audit Update
- New Hires

Aaron reported that we are uploading photos onto the new website and our next meeting is scheduled for May to talk design review and hopefully bring the board some screen shots for their input. Aaron reported that he attended the KLC (Kansas Leadership Center) last week on a scholarship from KRPA stating it was a lot of fun and gave him a lot of perspective on some things we will talk about later. Aaron stated that we received the 2016 Audit draft and that things looked good. Aaron reported that Logan Singhisen backed out of the Rec Coordinator position but we have hired Jake Eikleberry in his place. He is tentatively scheduled to start June 1, 2017 due to he is coaching a baseball team and would like to finish the season. Aaron also reported that we have hired an Office Manager, Sarah Rainforth and she started today. Her duties will be split between office manager, bookkeeping and possibly some HR.

## **VII. Unfinished Business**

### **a. Strategic Planning**

Aaron asked what is our strategic plan and how are we going to get to our vision and mission. The board discussed and agreed that the first step is cost recovery and a financial plan. They also discussed best practices; looking at the data to see what works and what doesn't, putting systems in place to gauge how we are doing. They agreed we need to have an outline of five to ten steps to get to our vision and mission which are: Cost Recovery/Financial Plan, Culture Change – both internal and external, Innovation, Communication, Facilities, Image, Motivation to perform, Recruitment of the right staff, Driven decision making and Best Practices. Aaron stated that this is a process that takes time and we have and will be working on this for months.

## **VIII. New Business**

### **a. Cost Recovery Policy**

Aaron presented a questionnaire along with a couple of articles on Cost Recovery for the board to discuss. The board discussed our current cost recovery rate and where they thought we should be. They agreed that our programs generally fell into #2, Community/Individual benefit on the cost recovery pyramid chart presented in the article. They discussed the fiscal health of our organization and how adopting a cost recovery policy would benefit our organization. They agreed it would only benefit us if we use it and it needed to be a part of our core values. They also discussed the barriers with the Board, staff and community they could incur in implementing a cost recovery policy. Aaron explained that this is part one of several parts because we are going to have to look at each program and look at specifics to look at the whole.

### **b. Sponsorships**

Aaron explained that he would like to restructure our current scholarship program by using the sponsorships we get for teams and putting it into a fund to use for the kids that need financial aid. He gave a breakdown of the different programs and where he saw them fitting into the cost recovery chart and agreed with the board that a 30% -70% recovery rate with a 3 to 5 year plan is a realistic goal. Aaron stated that this was a model for how we charge fees for everything we do and asked the Board to look at our activity guide; think about the demographics, what the community can and are willing to pay for and we can go from there next month. They Board took a two minute break.

## **IX. Executive Session**

Keith moved and Marilyn seconded to go into executive session for 15 minutes for the purpose of discussing real property. The Board and Aaron went into executive session at 7:31 pm. The Board came out of executive session at 7:46 pm. Deb moved and Marilyn seconded to extend the executive session for another 15 minutes at 7:46 pm. The Board came out of executive session at 8:00 pm. No action was taken.

**X. Garden City Recreation Questions and Comments**

There were no questions or comments.

**XI. Adjournment**

Myca moved to adjourn the meeting. Keith seconded the motion. The motion carried with all in favor. The meeting adjourned at 8:02 pm.

*Debbie Bridgeman*

Secretary

Debbie Bridgeman

Approved: 5/22/17

A large, stylized handwritten signature, likely belonging to Keith, is written over the date and extends upwards and to the right.



## MEMORANDUM

**TO:** Governing Body  
**THRU:** Matthew C. Allen, City Manager  
**FROM:** Michael D. Utz, Chief of Police  
**DATE:** June 6, 2017  
**RE:** Police/Citizens Advisory Board May 2017 meeting minutes.

---

**ISSUE:**

Presentation of the Police/Citizens Advisory Board meeting minutes from May 16, 2017.

**BACKGROUND:**

Attached are the minutes from the Police/Citizens Advisory Board meeting held on May 16, 2017.

**ALTERNATIVES:**

None.

**RECOMMENDATION:**

None.

**FISCAL NOTE:**

None.

**ATTACHMENTS:**

Description	Upload Date	Type
Police Citizens Advisory Board May 2017 meeting minutes	5/31/2017	Backup Material



**MICHAEL D. UTZ**  
CHIEF OF POLICE

**RAQUEL ARELLANO**  
ADMINISTRATIVE ASSISTANT

**COURTNEY PREWITT**  
PATROL CAPTAIN

**MICHAEL REAGLE**  
COMMUNITY RESPONSE DIVISION  
CAPTAIN

**MICHAEL RADKE**  
INVESTIGATIONS DIVISION  
CAPTAIN

**RANDY RALSTON**  
OFFICE OF PROFESSIONAL  
STANDARDS CAPTAIN

**KATHY FAIRCHILD**  
SUPPORT SERVICES DIRECTOR

**EMILY BURNS**  
BUDGET ANALYST

**GARDEN CITY POLICE  
DEPARTMENT**  
304 N. 9<sup>TH</sup> ST.  
P.O. Box 998  
GARDEN CITY, KS  
67846-0998  
620.276.1300  
FAX 620.276.1350  
[www.gcpolice.org](http://www.gcpolice.org)

## Garden City Police Department

### Police Citizens Advisory Board

May 16, 2017

5:30 pm – 6:30 pm

Present: Charles Allen, Mellaina Johnson, Stan Kennedy, Alisha Weber, Steve Jones, Vinh Nguyen, and Sgt. Andrew Roush

Absent: Jeff Starkey, Darla Samy, Connie Bonwell, and Alyssa Ralston.

Staff: Chief Michael Utz, Raquel Arellano

#### I. Call Meeting to Order

Chairman Chuck Allen called the meeting to order at 5:32 p.m.

#### II. Approval of Minutes

The previous meeting minutes were unanimously approved.

#### III. Review of Master Activity Report

Chief Utz led a discussion on the Master Activity Report for April 2017.

#### IV. Report From the Chief

Board members were informed that Captain Courtney Prewitt would be on Military leave until Spring 2018.

Chief Utz provided an update on four new Patrol Officers and two new Communicators which began their employment with the GCPD on May 1, 2017. The officers will begin their basic training at the Kansas Law Enforcement Training Center on May 23, 2017.

MPO Pete DeLeon tendered his resignation after being employed with the GCPD for nine years.

Police Memorial Week is May 15-21, 2017. A ceremony will be held at the Law Enforcement Center on May 19, 2017, at 10:00 a.m.

Coffee with a Cop will be hosted by the GCPD in the training room on May 19, 2017, at 10:30 a.m.



**MICHAEL D. UTZ**  
CHIEF OF POLICE

**RAQUEL ARELLANO**  
ADMINISTRATIVE ASSISTANT

**COURTNEY PREWITT**  
PATROL CAPTAIN

**MICHAEL REAGLE**  
COMMUNITY RESPONSE DIVISION  
CAPTAIN

**MICHAEL RADKE**  
INVESTIGATIONS DIVISION  
CAPTAIN

**RANDY RALSTON**  
OFFICE OF PROFESSIONAL  
STANDARDS CAPTAIN

**KATHY FAIRCHILD**  
SUPPORT SERVICES DIRECTOR

**EMILY BURNS**  
BUDGET ANALYST

GARDEN CITY POLICE  
DEPARTMENT  
304 N. 9<sup>TH</sup> ST.  
P.O. Box 998  
GARDEN CITY, KS  
67846-0998  
620.276.1300  
FAX 620.276.1350  
[www.gcpolice.org](http://www.gcpolice.org)

There were twenty-seven students who graduated from the GCPD Student Academy on May 6, 2017. The graduation was held at the Garden City High School. Three graduates spoke about their experiences with the Student Academy at the City Commission meeting, May 16, 2017.

Sergeant Roush gave a brief explanation of "The Wrap" ( a restraining device) that is now being used by the GCPD. A demonstration of "The Wrap" will be given at the next scheduled PCAB meeting.

A discussion was held on the recent organizational changes for sworn personnel.

Chief Utz presented the April 2017 Racial Profiling Report in its preliminary format. Board members provided feedback on the report.

## **VI: Report from Guests & Board Members**

Steven Jones asked about the City of Garden City's ordinances on leash laws. Steven stated he had seen unleashed dogs on the Talley Trail recently and had some concerns. The City ordinance was explained to the board.

Mellaina Johnson inquired on the policies and regulations of the GCPD on Facebook/Social media posts. The GCPD regulation was explained to the board.

Members were briefed on the recent school threats and what steps the GCPD has taken to ensure students' safety.

## **VII: Adjournment**

The next PCAB meeting will be June 20, 2017, at 5:30 p.m.

Meeting Adjourned at 6:32 p.m.