



**AGENDA
CITY COMMISSION MEETING
Tuesday, August 1, 2017
1:00 PM**

City Administrative Center, 301 N. 8th Street

I. Note:

Pre-meeting at 11:00 a.m. - 12:00 p.m. located in the large meeting room at the City Administrative Center for the Commission to hear an update on the Garden City Law Enforcement Explorer program and tour the Central Fire Station. 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. July 18, 2017 City Commission minutes.

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

A. Eric Solze would like to address the Governing Body on the decision made at the April 18, 2017 City Commission meeting regarding the 2300 block of North Ninth Street.

B. The American Legion Riders will be present to discuss the American Legion Legacy Scholarship ride on August 12, 2017.

VI. CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES

A. Donna Gerstner, on behalf of Live Well Finney County Health Coalition would like to recognize and congratulate the Garden City High School Live Well Committee on the occasion of receiving the 2017 Ambassador Award from the University of Kansas Cancer Center.

Hannah Schultz	Grace Schmidt	Garret Kipp	Cambry Hitchcock
Caroline	Grace Reagle	Paola Rodriguez	Agustin

Robinson		Rodriguez
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- B. The Governing Body is asked to consider and approve a request by the Garden City Fire Department to waive Code Section 62-15, Unlawful Solicitation. The request is to allow for department personnel to collect donations for the Muscular Dystrophy Association Boot Block on Sunday August 27, 2017 from 9:30 a.m. to 3:00 p.m.
- C. The Governing Body is asked to consider and authorize a request from R.E. "Tuck" Duncan on behalf of the Kansas Public Transit Association, under Code Section 6-35 and 6-133 to allow possession and consumption of cereal malt beverages or alcoholic liquors at Lee Richardson Zoo in the Finnup Center on Tuesday, August 15, 2017 for an annual meeting and expo.
- D. The Governing Body is asked to consider and approve a request from Rosa Coto for a waiver of the noise ordinance on Saturday, August 5, 2017 from 8:00 p.m. - 2:00 a.m. for a quinceanera at 1909 Chesterfield Street.
- E. The Governing Body is asked to consider and approve a request from Scott Rosen on behalf of Bible Christian Church for an approval of an aircraft flying in the corporate limits and dropping beach balls on the empty field east of the church located at 1501 E. Mary Street on August 12, 2017 between 7:00 and 7:30 p.m., pursuant to Code section 14-71.

VII. REPORT OF THE CITY MANAGER

- A. Assistant to the City Manager Cottrell will present an update on the status of the STAR Bond project.
- B. Presentation of June 2017 activity report from the Garden City Fire Department.
- C. Attached is the June 2017 Master Activity Report from the Garden City Police Department.
- D. Presentation of the Monthly Sales Tax Report from Service and Finance.
- E. Presentation of the June 2017 monthly staff report from Lee Richardson Zoo

VIII. MEETINGS OF NOTE

- July 26-29, 2017 - Finney County Fair
- August 1, 2017 - National Night Out
- August 3-5, 2017 - Southwest Kansas Pro-Am
- August 4, 2017 - First Fridays Downtown - participating stores open until 7:00 p.m.
- August 5, 2017 - Downtown Summer Sidewalk Sales on Main Street
- August 12, 2017 - Garden City Area Chamber of Commerce 12th Annual Wine Tasting Event at the Clarion Inn at 7:00 p.m.
- August 19, 2017 - Downtown Banner Art Walk on Main Street from 4:00 p.m. - 7:00 p.m.
- August 25-27, 2017 - Tumbleweed Festival on the west green of Lee Richardson Zoo starting at 5:30 p.m.
- September 1, 2017 - First Fridays Downtown - participating stores open

until 7:00 p.m.

- September 4-10, 2017 - Garden City Charity Classic / Symetra Tour
- September 9, 2017 - FOLRZ's A Wild Affair starts at 6:00 p.m. at Lee Richardson Zoo
- September 16, 2017 - Fall Fest 2017 - Downtown Garden City
- September 16-18, 2017 - 2017 League of Kansas Municipalities Annual Conference in Wichita
- October 21, 2017 - FOLRZ's Boo! at the Zoo starts at 4:00 p.m. at Lee Richardson Zoo
- November 4, 2017 - 10th Anniversary Banner Art Auction at the Clarion Inn
- November 25, 2017 - Stevens Park Tree Lighting Ceremony at 6:00 p.m.

IX. CONSIDERATION OF APPROPRIATION ORDINANCE

- A. Appropriation Ordinance No. 2440-2017A

X. CONSIDERATION OF ORDINANCES AND RESOLUTIONS

- A. The Governing Body is asked to consider and approve a resolution discharging the Economic Development Revenue Bonds, Series 2005, which were issued for the Mosaic Project.

1. Resolution No. _____-2017, a resolution of the City of Garden City, Kansas approving the sale of a project financed with the proceeds of revenue bonds of the City; authorizing the execution and delivery of (1) special warranty deed, (2) a bill of sale, (3) termination and release of: lease, assignment of lease and security agreement and collateral assignment of lease, (4) a satisfaction, discharge and release bond agreement and (5) a termination and release of guaranty.

- B. The Governing Body is asked to consider and approve an ordinance changing drainage fees in the Code of Ordinances, Section 90-379.

1. Ordinance No. _____ -2017, an ordinance establishing drainage fees in the City of Garden City, Kansas; amending current code section 90-379; repealing current code section 90-379; all to the code of ordinances of the City of Garden City, Kansas.

- C. The Governing Body is asked to consider an annexation request from WindRiver Grain, LLC for property at 2810 E. Highway 50.

1. Ordinance No. _____ -2017, an ordinance annexing land to the City of Garden City, Finney County, Kansas, Pursuant to K.S.A, 12-520(a)(7).

XI. OLD BUSINESS

- A. Staff requests direction from the Governing Body relating to a project to use the available funds from the KDOT Federal Fund Exchange program.

XII. NEW BUSINESS

- A. The Governing Body is asked to consider and approve a request from the Garden City Recreation Commission to approve their entering into a lease agreement with Everett Miller for the use of property at 1609 N. VFW Road. The City is not party to the agreement, however, K.S.A. 12-1928(h) requires the lease to be subject to City approval.
- B. The Governing Body is asked to consider and approve the semi-annual report for the Community Development Block Grant Revolving Loan Fund on behalf of Great Plains Development, Inc.
- C. The Governing Body is asked to consider the potential for the County and City to switch representatives on the Planning Commission.
- D. The Governing Body is asked to consider and appoint three members to fill the vacant seats on the Cultural Relations Board.

E. 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 the Grant Agreement 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 Small Space Lease between the United States of America Department of Transportation Federal Aviation Administration and the City of Garden City.
- 3. The Governing Body is asked to consider and approve a bid for the construction of water distribution improvements within the City of Garden City, Kansas.
- 4. The Governing Body is asked to consider and approve Task Order #2 with Mid America Consultants, Inc. for \$450,000 to implement improvements to the Wastewater Department Supervisory Control and Data Acquisition System (SCADA).
- 5. The Governing Body is asked to consider the Final Plat of East Cambridge Square, Phase Three.
- 6. Permission for Alfredo Chavez and/or Gloria Garcia to reserve Space 4 & 5, Lot 44, Zone J of Valley View Cemetery for the consideration of \$100 for the period of one year.
- 7. Permission for Daniel Reyes to reserve Space 3 Lot 88, Zone J of Valley View Cemetery for the consideration of \$50 for the period of one year.
- 8. Permission for Vanessa Reyes to reserve Space 4, Lot 88, Zone J of

Valley View Cemetery for the consideration of \$50 for the period of one year.

9. The Governing Body is asked to consider and approve the contractor licenses for August 1, 2017.
10. The Governing Body is asked to consider and approve a temporary Cereal Malt Beverage license.

XIII. CITY COMMISSION REPORTS

A. Commissioner Doll

B. Commissioner Law

C. Commissioner Fankhauser

D. Commissioner Cessna

E. Mayor Dale

XIV. OTHER ENTITIES

Presentation of the June 8, 2017 minutes from the Garden City Regional Airport Advisory Board.

Presentation of the June 26, 2017 minutes from the Cultural Relations Board.

Presentation of the June 26, 2017 minutes and the July 10, 2017 minutes from the Garden City Recreation Commission.

Presentation of the June 15, 2017 minutes from the Planning Commission.

Presentation of the July 11, 2017 Zoo Advisory Board minutes

XV. ADJOURN



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: August 1, 2017
RE: 07-18-2017 City Comm minutes

ISSUE:

July 18, 2017 City Commission minutes.

BACKGROUND:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
07-18-17 CC minutes	7/27/2017	Backup Material

THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS

City of Garden City

July 18, 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, July 18, 2017.

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

Approval of Minutes

The July 6, 2017 City Commission minutes were approved as presented.

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

Public Comment

Dr. Bill Clifford addressed the Governing Body and stated he hopes that the Commission will continue to look to the future in regard to Garden City Regional Airport.

Consideration of Petitions, Memorials and Remonstrances

The Governing Body considered and allowed the Mayor to proclaim July 29, 2017 as Shrine Bowl Day. All-Star Peyton Hill, 2017 graduate of Garden City High School, will be participating.

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

The Governing Body considered and authorized a request from Myca Bunch, Executive Director of Downtown Vision, under Code Section 6-35 and 6-133 to allow possession, consumption, and sale of cereal malt beverages or alcoholic liquors on the sidewalks, streets and public park on Friday, August 4, 2017 for First Friday event in partnership with the Chamber of Commerce Business After Hours in Stevens Park, and specifically for a beer garden from 5:00 p.m. - 7:30 p.m.

Commissioner Cessna moved to Motion. 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 authorized a request from Sean Collins on behalf of the Tumbleweed Festival, under Code Section 6-35 and 6-133 to allow possession, consumption and sale of cereal malt beverages or alcoholic liquors in a public park at Fynnup Park from August 25-27, 2017 for the 2017 Tumbleweed Festival.

Commissioner Fankhauser moved to approve. Commissioner Doll 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

Water Resource Manager Jones provided an update on water consumption at the Big Pool for the 2017 season.

Congratulations to Chief Building Inspector John Arellano on the occasion of being chosen for the Board Shadow Program for the International Code Council Annual Meeting! John is one of 13 chosen across the nation.

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

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

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

Presentation of the June 2017 City Link Ridership Report from Public Works

Presentation of the Monthly Financial Statement from Service and Finance.

Meetings of Note

- July 26-29, 2017 - Finney County Fair
- August 1, 2017 - National Night Out
- August 3-5, 2017 - Southwest Kansas Pro-Am
- August 4, 2017 - First Fridays Downtown - participating stores open until 7:00 p.m.
- August 5, 2017 - Downtown Summer Sidewalk Sales on Main Street
- August 12, 2017 - Garden City Area Chamber of Commerce 12th Annual Wine Tasting Event at the Clarion Inn at 7:00 p.m.
- August 19, 2017 - Downtown Banner Art Walk on Main Street from 4:00 p.m. - 7:00 p.m.
- August 25-27, 2017 - Tumbleweed Festival on the west green of Lee Richardson Zoo starting at 5:30 p.m.
- September 1, 2017 - First Fridays Downtown - participating stores open until 7:00 p.m.
- September 4-10, 2017 - Garden City Charity Classic / Symetra Tour
- September 9, 2017 - FOLRZ's A Wild Affair starts at 6:00 p.m. at Lee Richardson Zoo
- September 16, 2017 - Fall Fest 2017 - Downtown Garden City
- October 21, 2017 - FOLRZ's Boo! at the Zoo starts at 4:00 p.m. at Lee Richardson Zoo

- November 4, 2017 - 10th Anniversary Banner Art Auction at the Clarion Inn
- November 25, 2017 - Stevens Park Tree Lighting Ceremony at 6:00 p.m.

Consideration of Appropriation Ordinance

Appropriation Ordinance No. 2439-2017A

Mayor Dale 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

Consideration of Ordinances and Resolutions

The Governing Body reviewed the current Trap-Neuter-Release (TNR) ordinance and considered adopting the revised TNR ordinance.

1. Ordinance No. 2763-2017, an ordinance establishing a Feral Cat Trap-Neuter-Return Program in the City of Garden City, Kansas.

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

Old Business

The Governing Body considered options for a sales tax ballot issue. The Governing Body came to a consensus and directed staff to proceed with working with Finney County staff on a combined sales tax ballot issue to include a .30 cent sales tax over 15 years for a third fire station, indoor gun range, zoo improvements and Jennie Barker Road improvements.

New Business

At 1:30 p.m., Mayor Dale opened the Public Hearing on the matter of the Governing Body hearing questions, concerns and comments from the public with regard to the proposed 2018 budget for the City of Garden City.

There being no comments from the public, Mayor Dale closed the public hearing.

1. The Governing Body considered and approved the authorization of the 2018 Budget Certificate, which summarizes the maximum levy of property tax, \$7,512,599 for specific taxing funds, establishing the maximum expenditure for all funds of the City's budget and totals \$114,699,708 (including transfers and Recreation Commission).

Mayor Dale 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 directed staff to prepare an ordinance for a rate change for the Stormwater Utility beginning January 1, 2018 of \$0.25 per month on all accounts and the same increase in 2019, 2020, 2021, 2022 and 2023.

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

Ayes: Cessna, Dale, Doll, Fankhauser, Law

The Governing Body went into executive session to discuss a pending KCC matter pursuant to K.S.A. 75-4319(b)(2) for matters which would be deemed privileged in the attorney-client relationship under KOMA, for a period of 15 minutes, with the open meeting to resume at 2:20 pm. The executive session shall include as participants, City Attorney Grisell, City Manager Allen and Public Utilities Director Muirhead.

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

Ayes: Cessna, Dale, Doll, Fankhauser, Law

Consent Agenda

Mayor Dale 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 Grant Agreement for the Terminal Area Plan at the Garden City Regional Airport - Airport Improvement Program (AIP) 3-20-00-24-40.

The Governing Body considered and approved the proposed Crossing Guard Agreement between USD 457 and the GCPD for the 2017-2018 academic school year.

The Governing Body considered and approved the proposed agreement between USD 457 and the GCPD to provide School Resource Officers for the 2017-2018 school year.

The Governing Body considered and approved the contractor licenses for July 18, 2017.

The Governing Body considered and approved a Temporary Cereal Malt Beverage license.

Other Entities

Presentation of the May 16, 2017 Park and Tree Advisory Board minutes.

Presentation of the June 20, 2017, Police/Citizens Advisory Board meeting minutes.

Presentation of the May 22, 2017 minutes from the Garden City Recreation Commission.

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

Melvin L. Dale, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

City Commission Reports

A. Mayor Dale thanked Commissioner Cessna for attending the Finney County Law Enforcement Explorer graduation and stated it was a great program to encourage kids to explore a career in law enforcement. Mayor Dale congratulated Peyton Hill and wished him well in the 2017 Kansas Shrine Bowl. Mayor Dale thanked Finney County Commissioner Clifford for attending the meeting and thanked all Finney County Commissioners for their work on the sales tax issue. Mayor Dale encouraged everyone to participate in National Night Out on August 1, 2017 in their neighborhoods.

B. Commissioner Doll thanked staff and commissioners from both the City and Finney County for their work on the sales tax ballot issue and stated it if passes it will be a win for everyone. Commissioner Doll thanked staff for the pre-meeting discussion on Community Housing Assessment. Commissioner Doll congratulated Peyton Hill on the occasion of his selection to play in the 2017 Kansas Shrine Bowl.

C. Commissioner Law congratulated Peyton Hill on his participation in the upcoming Kansas Shrine Bowl game and congratulated all Garden City High School football players on a successful season. Commissioner Law congratulated Chief Building Inspector Arellano on being chosen for the Board Shadow Program for the International Code Council annual meeting. Commissioner Law welcomed John Brewer back to Garden City and thanked him for attending the City Commission meeting.

D. Commissioner Fankhauser stated the Community Housing Assessment was a good update for the Governing Body and commented that there will continue to be lots of building in Garden City in the future. Commissioner Fankhauser congratulated Peyton Hill and stated it was an honor for him to play in the 2017 Kansas Shrine Bowl game.

E. Commissioner Cessna echoed the thoughts of the other commissioners congratulating Peyton Hill and Chief Building Inspector Arellano. Commissioner Cessna stated he attend the Finney County Law Enforcement Explorer Program graduation and commented that it was great to see the 20 students that enrolled in the program graduate at the end of it. Commissioner Cessna congratulated the students and the instructors for a successful first year of the program.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: August 1, 2017
RE: American Legion Legacy Scholarship

ISSUE:

The American Legion Riders will be present to discuss the American Legion Legacy Scholarship ride on August 12, 2017.

BACKGROUND:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
American Legion Legacy Scholarship	7/28/2017	Backup Material



Harry H. Renick
American Legion Post # 9

P.O. Box 684
405 S. Main St, Garden City, KS 67846
Commander Donna Hernandez – (620) 271-4587

July 25, 2017

NEWS RELEASE

As many as 400 American Legion Riders will travel through Garden City, Kansas, Saturday, August 12, 2017, as part of a 1,300 mile, four-state journey raising funds for the American Legion Legacy Scholarship. The motorcycle riders will leave Fort Dodge, Kansas, at 8:00 a.m. and arrived in our town at about 9 a.m.

They will travel West on highway 50/400 and be met and escorted into the city by Garden City Police Motorcycle Patrol Officers. The entourage will turn right off of Fulton Street to Campus Drive. They plan to following it North to the bypass then turn left heading West again.

Harry H. Renick American Legion Post 9 will form flag lines on Fulton Street and along Campus Drive. Local Boy Scout troops will stand the flag lines near the Garden City Community College. Citizens are encouraged to join us somewhere along the route of travel to say “thank you” to these veterans for their service to our country and for their continued service through the American Legion

Plans call for the riders to have a fuel stop at the Love’s service station on highway 50 at Holcomb, Kansas.

The destination for the military veterans is Reno, Nevada, where the 99th National Convention of the American Legion will be staged.

The Legacy Scholarship offers money to children of military service members who died while on active duty following 9/11, as well as children of post-9/11 veterans who are 50 percent disabled. Since its inception in 2002, over \$12 million has been raised.

American Legion National Commander Charles E. Schmidt will take part in the first leg of the Run. He, along with Legacy Run organizer Bob Sussan and American Legion Post 9 Commander Donna Hernandez, will be available for interviews during the stop in Holcomb. Point of contact is Jim Arwine, 620-640-5179 or jimarwine@cox.net



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: August 1, 2017
RE: University of Kansas Cancer Center's 2017 Ambassador Awards

ISSUE:

Donna Gerstner, on behalf of Live Well Finney County Health Coalition would like to recognize and congratulate the Garden City High School Live Well Committee on the occasion of receiving the 2017 Ambassador Award from the University of Kansas Cancer Center.

Hannah Schultz	Grace Schmidt	Garret Kipp	Cambry Hitchcock
Caroline Robinson	Grace Reagle	Paola Rodriguez	Agustin Rodriguez

BACKGROUND:

The Garden City High School Live Well Committee presented and proposed to the Governing Body on February 7 and April 18, 2017 an increase to the minimum legal age of the sale and possession of tobacco products in Garden City.

The Governing Body approved an ordinance to increase in the legal age to purchase and possess tobacco in Garden City effective July 1, 2017.

ALTERNATIVES:

For informational purposes only.

RECOMMENDATION:

None.

FISCAL NOTE:

None.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Allen Shelton, Fire Chief
DATE: August 1, 2017
RE: Muscular Dystrophy Boot Block

ISSUE:

The Governing Body is asked to consider and approve a request by the Garden City Fire Department to waive Code Section 62-15, Unlawful Solicitation. The request is to allow for department personnel to collect donations for the Muscular Dystrophy Association Boot Block on Sunday August 27, 2017 from 9:30 a.m. to 3:00 p.m.

BACKGROUND:

The Garden City Fire Department would like to participated in the fundraiser efforts for the Muscular Dystrophy Association with the Boot Block. This historically has been a very successful community event dating back to the 1970's. This event is one of many ways the department involves itself in the community throughout the year. This year's event will be held Sunday, August 27, 2017 from 9:30 a.m. to 3:00 p.m.

The firefighters will accept donations at the following locations:

Main Street and Fulton Street
Kansas Avenue and Fleming Street
Wal-mart Super Store

The special events request form is attached. All departments have signed off on the event. Waiver of Code Section 62-15, Unlawful Solicitation, is also required as Garden City Fire Department employees will be soliciting donations in the city road right-of-way and entering a public street that results in interference with the orderly flow of traffic. The waiver is what is being requested of the City Commission at this meeting.

ALTERNATIVES:

1. Waive Code Section 62-15, Unlawful Solicitation, for Garden City Fire Department personnel at the intersection of Main Street and Fulton Street, the intersection of Kansas Avenue and Fleming Street, and the Wal-Mart Superstore.
2. Deny the request of waiver.

RECOMMENDATION:

Staff recommends alternative 1.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Memo MDA Participation	7/25/2017	Backup Material
Special Events Request	7/25/2017	Backup Material



MEMORANDUM

TO: Matt Allen, City Manager
FROM: Battalion Chief James Morris
DATE: 7/25/2017
RE: MDA – BOOT BLOCK

ALLEN SHELTON
FIRE CHIEF

CYNTHIA BEESLEY
ADMINISTRATIVE ASSISTANT

RICK COLLINS
BATTALION CHIEF

JIM MORRIS
BATTALION CHIEF

KEN SEIRER
BATTALION CHIEF

GENE ROBERTSON
FIRE MARSHAL

Garden City Fire Department will be participating in fundraising efforts for the Muscular Dystrophy Association this year with our annual, "Boot Block". This year's event will be held Sunday, August 27th, 2017 from 09:30 a.m. to 3:00 p.m.; Firefighters will accept donations at the following locations:

Main and Fulton

Kansas & Fleming

Wal-Mart Super Store

GARDEN CITY FIRE
DEPARTMENT
CENTRAL STATION
302 N. 9TH
P.O. Box 998
GARDEN CITY, KS
67846-0998
620.276.1140
FAX 620.276.1142
WWW.GARDEN-CITY.ORG





Special Event Request

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

☒ Other
☐ Carnival/Circus*
☐ Sports Event*
☐ Haunted House*
☐ Parade**
*License Required
**Parade Application Required

July 24, 2017

Today's Date

MDA "Boot Block"

Name of Event (if applicable)

Sunday, August 27, 2017

Date of Event

Intersections of Main/Fulton, Kansas/Fleming, Wal-Mart Super Store

Location of Event

9:30 a.m. - 3:00 p.m.

Start and End Time of Event

Collecting donations for Muscular Dystrophy Assoc.

Purpose of the Event

James Morris, Battalion Chief

GCFD

x 140

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 of Code section 62-15, Unlawful Solicitation is also required as GCFD employees will be soliciting donations in the City orad right-of-way & entering a public street.				

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

July 24, 2017

Date

For office use only	GC Downtown Vision	n/a
Police	Capt. Reagle 7/25/2017	Electric n/a
Fire	Chief Shelton 7/25/2017	Public Works SC 7/25/2017
Inspection	n/a	Parks/Grounds n/a
City Manager/Commission	Matt Allen 7/25/2017	Application Received by Raelene Stoecklein 7/24/2017



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: August 1, 2017
RE: Kansas Public Transit Association - Alcohol request at Finnup Center

ISSUE:

The Governing Body is asked to consider and authorize a request from R.E. "Tuck" Duncan on behalf of the Kansas Public Transit Association, under Code Section 6-35 and 6-133 to allow possession and consumption of cereal malt beverages or alcoholic liquors at Lee Richardson Zoo in the Finnup Center on Tuesday, August 15, 2017 for an annual meeting and expo.

BACKGROUND:

None.

ALTERNATIVES:

1. Approve the request as submitted.
2. Deny the request.

RECOMMENDATION:

Staff has no recommendation.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
KS Public Transit Assoc request	7/27/2017	Backup Material



July 7, 2017

To: The Garden City Commission

RE: Alcohol at Lee Richardson Zoo

From August 14-16, 2017, the Kansas Public Transit Association will host its Annual Meeting & EXPO in Garden City. This event is in its 35th year. It is the statewide conference for public transit agencies from across Kansas and the region. Finney County Transit is a member. More information can be found at www.kstransit.org

As part of this event, we highlight the city we are in and hold an off-site event to showcase a location and get attendees out of the hotel. This year we will hold a dinner and event at the Lee Richardson Zoo on Tuesday August 15 from 5:30 to 8:00 p.m.

We would like authorization to serve beer and wine at this event (no spirits). These will not be sold, they will be provided free to invited participants with dinner and as part of the reception.

Your ordinance Sec. 6-133. - Consumption in public places, provides in part:

The following public properties or facilities shall be exempt from the provisions of subsection (a) and K.S.A. 41-719(c): Garden City Regional Airport restaurant, the motor vehicle raceway at the Garden City Regional Airport, **Lee Richardson Zoo**, Buffalo Dunes Golf Course, Clint Lightner Field in Finnup Park, and property owned or leased by Garden City Community College. ... This subsection further specifically authorizes the possession or consumption of alcoholic liquor at **Lee Richardson Zoo** or Buffalo Dunes Golf Course, in accordance with policies adopted by Lee Richardson Zoo or Buffalo Dunes Golf Course, and **only after authorization by the governing body** for each event or activity seeking to have the possession or consumption of alcoholic liquor at Lee Richardson Zoo or Buffalo Dunes Golf Course. (Ord. No. 2411, § 1, 7-8-08; Ord. No. 2662-2014, § 2, 8-19-14; Ord. No. 2684-2015, § 2, 1-20-15)

Pursuant to those provisions we request authorization for August 15, 2017 from 5:30 to 8:00 p.m. at the Lee Richardson Zoo to serve wine and beer.

Thank you for your consideration of this matter, and I am happy to answer any questions you might have.

Sincerely,

A handwritten signature in blue ink, appearing to read "R.E. Duncan", is written over a circular stamp or seal.

R.E. "Tuck" Duncan
Executive Director



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: August 1, 2017
RE: Noise Waiver Request - 1909 Chesterfield

ISSUE:

The Governing Body is asked to consider and approve a request from Rosa Coto for a waiver of the noise ordinance on Saturday, August 5, 2017 from 8:00 p.m. - 2:00 a.m. for a quinceanera at 1909 Chesterfield Street.

BACKGROUND:

The City Manager has the authority to waive the noise ordinance through 11:00 p.m. for special events. Any requested time after 11:00 p.m. has to be sent to the Governing Body for approval.

ALTERNATIVES:

1. Approve the noise waiver through 2:00 a.m. on August 5/6, 2017.
2. Deny the noise waiver through midnight and allow the waiver through 11:00 p.m.

RECOMMENDATION:

Staff has no recommendations.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
SER - 1909 Chesterfield request	7/27/2017	Backup Material
map of 1909 Chesterfield area	7/28/2017	Backup Material



Special Event Request

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

☒ Other
☐ Carnival/Circus*
☐ Sports Event*
☐ Haunted House*
☐ Parade**
*License Required
**Parade Application Required

July 20, 2017

Today's Date

Quinceanera

Name of Event (if applicable)

Saturday, August 05, 2017

Date of Event

1909 Chesterfield Street - Backyard

Location of Event

8:00 p.m. - 2:00 a.m.

Start and End Time of Event

Quinceanera

Purpose of the Event

Rosa Coto

1909 Chesterfield

(620) 805-4841

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**	YES
Extra Trash		Restrooms (Park Shelter Keys)	n/a	Electricity Access	n/a
Receptacles	N/A				
Additional Request/Remarks	N/A				

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

July 20, 2017

Date

For office use only		GC Downtown Vision		n/a	
Police	Not in favor of approving a noise waiver until 2am - Capt. Reagle 7/25/2017	Electric		n/a	
Fire	Chief Shelton 7/25/2017	Public Works		n/a	
Inspection	n/a	Parks/Grounds		n/a	
City Manager/Commission		Application Received by	RRG 7/20/17	RS 7/24/2017	



N ALTA ST

NIDA ST

W WALKER ST

N SATFORD AVE

W CHESTERFIELD DR

NINGE AVE

WYORK AVE

W SAINT JOHN ST

N CHESTERFIELD DR

N STOECKLY PL

NEUGENE PL

N WESLEY ST

1907

1905

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MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: August 1, 2017
RE: Bible Christian Church - Helicopter request

ISSUE:

The Governing Body is asked to consider and approve a request from Scott Rosen on behalf of Bible Christian Church for an approval of an aircraft flying in the corporate limits and dropping beach balls on the empty field east of the church located at 1501 E. Mary Street on August 12, 2017 between 7:00 and 7:30 p.m., pursuant to Code section 14-71.

BACKGROUND:

None.

ALTERNATIVES:

1. Approval of an aircraft flying in the corporate limits and dropping beach balls on the empty field at 1501 E. Mary Street on August 12, 2017 between 7:00 and 7:30 p.m., pursuant to Code section 14-71.
2. Deny the request.

RECOMMENDATION:

Staff recommends Alternative No. 1.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
SER- Bible Christian Church request	7/27/2017	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

July 27, 2017

Today's Date

Bible Christian Church 50th Anniversary

Name of Event (if applicable)

Bible Christian Church south campus - outdoors

Location of Event

50th anniversary celebration

Purpose of the Event

Saturday, 8/12 & Sunday 8/13/2017

Date of Event

Saturday-5:00 p.m. - 10:00 p.m. Sunday
10:00 a.m. - 2:00 p.m.

Start and End Time of Event

Scott Rosen

1501 E Mary, GC

620-276-8356

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	12 trash containers	Restrooms (Park Shelter Keys)	n/a	Electricity Access	n/a
Additional Request/Remarks	8/12 - Helicopter dropping beach balls in open field north of building-7:15 approx. time, launch 50 sky lanterns-9 p.m. approx time				

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

July 27, 2017

Date

For office use only		GC Downtown Vision		n/a
Police		Electric		n/a
Fire		Public Works		
Inspection	n/a	Parks/Grounds		n/a
City Manager/Commission		Application Received by	Raelene Stoecklein 7/27/2017	



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Steve Cottrell, Assistant to the City Manager
DATE: August 1, 2017
RE: STAR Bond Project Update

ISSUE:

Assistant to the City Manager Cottrell will present an update on the status of the STAR Bond project.

BACKGROUND:

KDOC Secretary Soave extended the approval period for our STAR Bond district until December 8, 2017. 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. The most valuable part of an extension is preserving the December 2014 baseline.

Since approval of the first six month extension by Secretary Soave last December, the FCEDC has taken on the role of developer for the revamped project – The Sports of the World Complex. The critical first step is completion of the feasibility study. FCEDC commissioned Canyon Research Southwest, Inc. for this task; they visited Garden City in early June and are finalizing the feasibility study.

During this second extension, several steps are necessary to present the full project required for final approval by KDOC. The feasibility study is included in the Project Plan, which will have its first public airing at the August 17th Planning Commission meeting. The Governing Body will consider a Resolution setting a Public Hearing on the Project Plan at your September 5th meeting.

The Public Hearing would be conducted on October 17th, after which the Governing Body will consider an Ordinance approving the Project Plan. This Ordinance requires a 2/3 majority vote. The Ordinance and Approved Plan would then be submitted to the Department of Commerce for final approval.

While the Project Plan review and approval, is underway other things will also be in the works. FCEDC is searching for private partners with the interest and willingness to proceed in this project. Our Bond Counsel and Financial Advisor will be working on the necessary bond issue documents. We have had preliminary conversations with them and they are recommending a private placement of the bonds rather than a public sale as we do with general obligation issues.

ALTERNATIVES:

None.

RECOMMENDATION:

None at this time.

FISCAL NOTE:

None at this time.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Allen Shelton, Fire Chief
DATE: August 1, 2017
RE: Fire Department Activity Report June 2017

ISSUE:

Presentation of June 2017 activity report from the Garden City Fire Department.

BACKGROUND:

Attached is the Garden City Fire Department staff report for June 2017.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Incident Report June 2017	7/25/2017	Backup Material
Inspection Report June 2017	7/25/2017	Backup Material

Garden City Fire Department

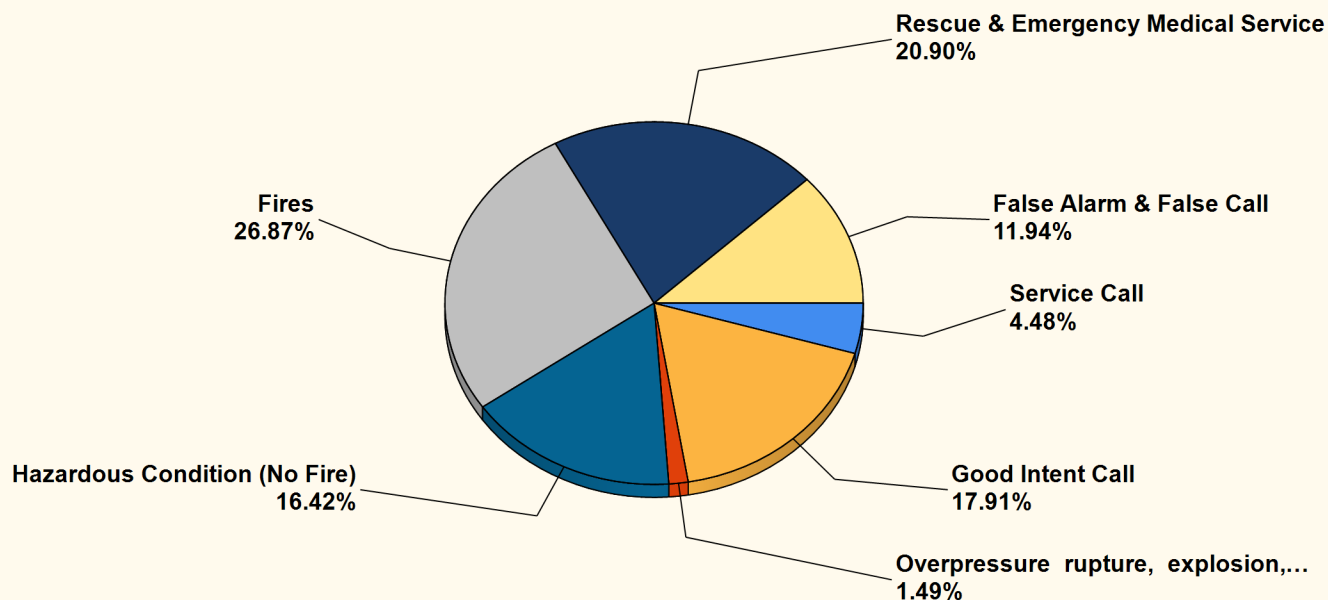
Garden City, KS

This report was generated on 7/25/2017 12:43:52 PM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 06/01/2017 | End Date: 06/30/2017



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	18	26.87%
Overpressure rupture, explosion, overheating - no fire	1	1.49%
Rescue & Emergency Medical Service	14	20.90%
Hazardous Condition (No Fire)	11	16.42%
Service Call	3	4.48%
Good Intent Call	12	17.91%
False Alarm & False Call	8	11.94%
TOTAL	67	100.00%

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
111 - Building fire	2	2.99%
122 - Fire in motor home, camper, recreational vehicle	1	1.49%
131 - Passenger vehicle fire	1	1.49%
138 - Off-road vehicle or heavy equipment fire	3	4.48%
140 - Natural vegetation fire, other	2	2.99%
142 - Brush or brush-and-grass mixture fire	2	2.99%
143 - Grass fire	5	7.46%
170 - Cultivated vegetation, crop fire, other	1	1.49%
171 - Cultivated grain or crop fire	1	1.49%
251 - Excessive heat, scorch burns with no ignition	1	1.49%
311 - Medical assist, assist EMS crew	2	2.99%
322 - Motor vehicle accident with injuries	7	10.45%
324 - Motor vehicle accident with no injuries.	5	7.46%
400 - Hazardous condition, other	1	1.49%
411 - Gasoline or other flammable liquid spill	1	1.49%
412 - Gas leak (natural gas or LPG)	4	5.97%
413 - Oil or other combustible liquid spill	1	1.49%
421 - Chemical hazard (no spill or leak)	1	1.49%
440 - Electrical wiring/equipment problem, other	2	2.99%
445 - Arcing, shorted electrical equipment	1	1.49%
541 - Animal problem	1	1.49%
551 - Assist police or other governmental agency	2	2.99%
600 - Good intent call, other	2	2.99%
611 - Dispatched & cancelled en route	5	7.46%
622 - No incident found on arrival at dispatch address	2	2.99%
631 - Authorized controlled burning	1	1.49%
653 - Smoke from barbecue, tar kettle	1	1.49%
671 - HazMat release investigation w/no HazMat	1	1.49%
700 - False alarm or false call, other	4	5.97%
733 - Smoke detector activation due to malfunction	1	1.49%
743 - Smoke detector activation, no fire - unintentional	2	2.99%
745 - Alarm system activation, no fire - unintentional	1	1.49%
TOTAL INCIDENTS:	67	100.00%

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 7/25/2017 12:45:47 PM



StartDate: 06/01/2017 | EndDate: 06/30/2017

OCCUPANCY	COUNT
INSPECTION TYPE: Alarm System Test	
Multi-Family Residential	1
INSPECTION TYPE: CMB & Liquor License	
Bar/Nightclub	3
Liquor Store	3
Mercantile	2
INSPECTION TYPE: Company	
Assembly	1
Business Office	2
Detention Facility	1
Mercantile	2
INSPECTION TYPE: Construction	
Multi-Family Residential	1
Restaurant	1
INSPECTION TYPE: Educational	
Assembly	3
Business Office	1
College	28
INSPECTION TYPE: Fire Protection System Inspection	
Business Office	1
Other	1
Residential Board & Care	3
Restaurant	1
INSPECTION TYPE: Fireworks	
Fireworks Stand or Tent	19
INSPECTION TYPE: Inspection	
Mercantile	1
INSPECTION TYPE: Zoning Compliance	
Assembly	1
Business Office	1

Locked inspections only.



**EMERGENCY
REPORTING**

emergencyreporting.com

Doc Id: 1132

Page # 1

OCCUPANCY	COUNT
Mercantile	4
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: Michael D. Utz, Chief of Police
DATE: August 1, 2017
RE: Presentation of June 2017 Master Activity Report from the Garden City Police Department.

ISSUE:

Attached is the June 2017 Master Activity Report from the Garden City Police Department.

BACKGROUND:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

ATTACHMENTS:

Description	Upload Date	Type
June 2017 GCPD Master Activity Report	7/24/2017	Backup Material

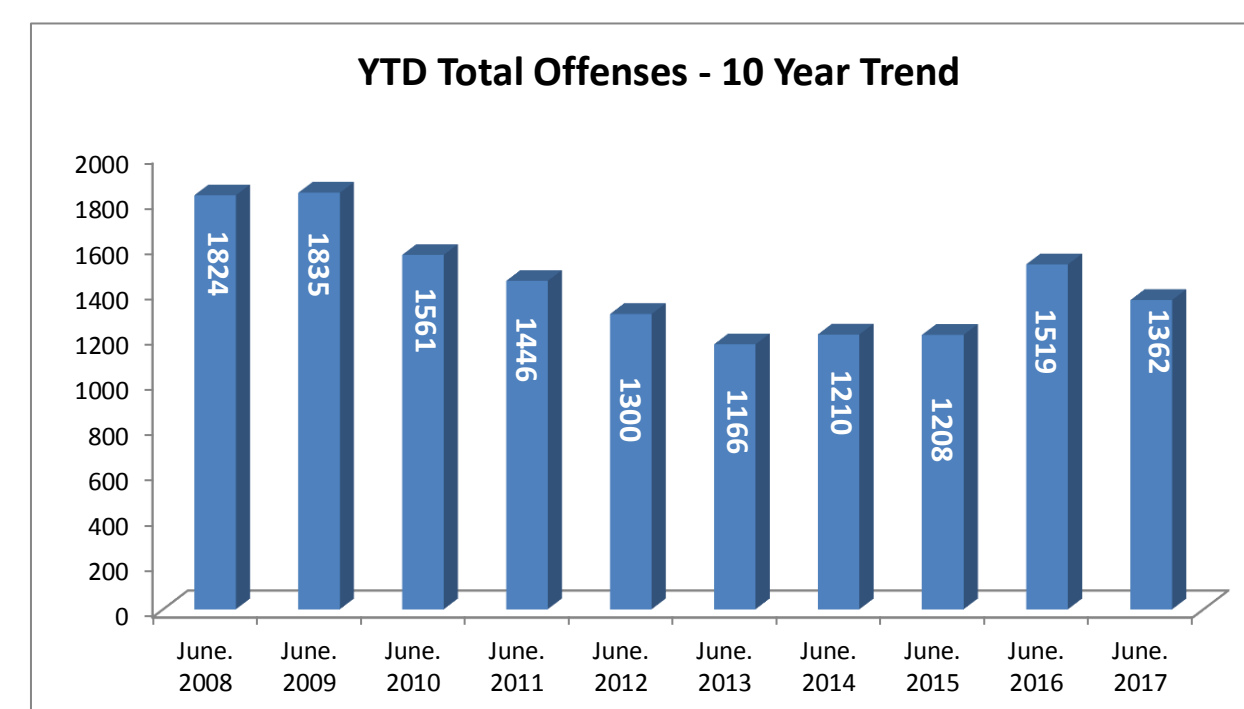
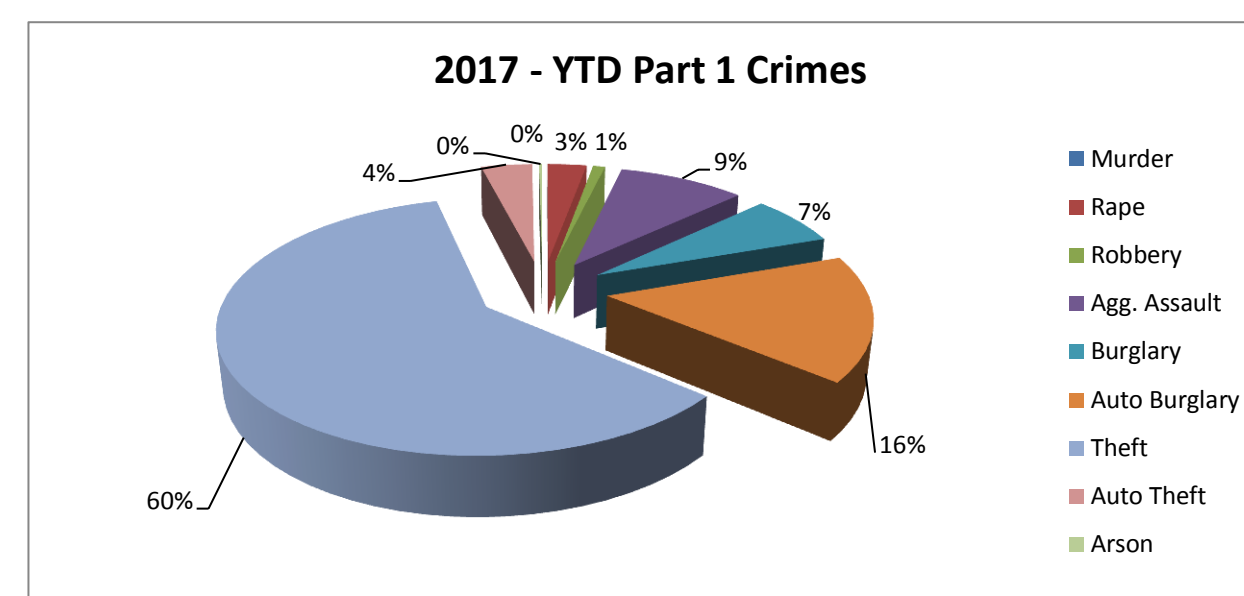


GARDEN CITY POLICE DEPARTMENT

Monthly Activity Report - June 2017

Offenses Reported

	17-Jun	YTD 2017	16-Jun	YTD 2016	% Change YTD	Arrest June 2017	Arrest To Date 2017
Part 1 Crimes							
Murder	0	0	0	0	UNDF	1	1
Rape	2	13	2	8	63%	3	5
Robbery	0	4	1	6	-33%	8	9
Agg. Assault	11	42	5	46	-9%	3	26
Burglary	2	30	3	45	-33%	2	7
Auto Burglary	21	74	10	34	118%	14	17
Theft	54	271	61	327	-17%	16	93
Auto Theft	4	17	5	9	89%	0	0
Arson	0	1	0	3	-67%	0	0
Total:	94	452	87	478	-5%	47	158
Part 2 Crimes							
Criminal Trespass	4	25	1	10	150%	6	18
Criminal Damage	20	126	22	124	2%	3	93
Drug Violation	18	166	31	149	11%	21	212
Forgery	1	16	4	15	7%	0	0
Graffiti	7	10	5	7	43%	0	0
Sexual Exploitation	2	10	3	7	43%	1	2
Kidnapping	1	4	0	2	100%	2	3
Liquor Violations	1	3	0	0	UNDF	13	58
Sex Offenses	3	16	2	7	129%	5	8
Simple Assault	13	65	7	83	-22%	7	46
DV Battery	13	57	22	60	-5%	11	39
Weapons		5	1	6	-17%	1	4
Stalking	3	8	2	7	14%	1	3
All Other Crimes	49	221	25	200	11%	128	427
Total:	135	732	125	677	8%	199	913
Grand Totals	229	1184	212	1155	3%	246	1071

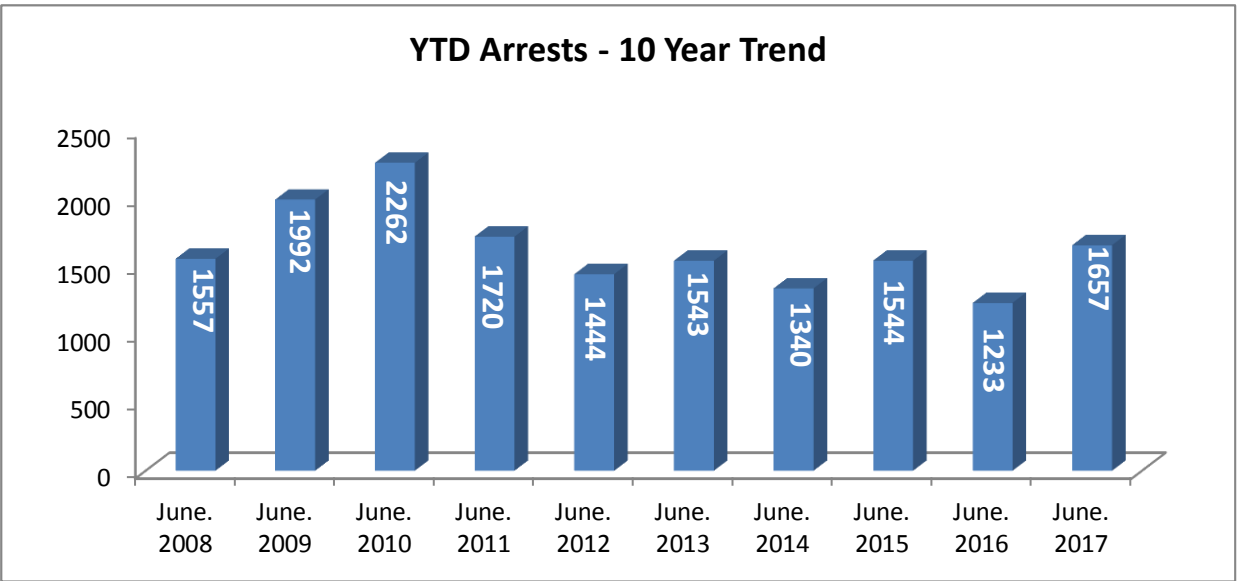


Community Statistics 2011-2017							
	2011	2012	2013	2014	2015	2016	2017
Population	28,855	29,167	30,678	30,761	30,945	30,948	30,948
New Commercial Business	10	10	11	11	29	3	N/A
New Residential Homes	46	20	61	34	95	16	N/A
Patrolling Area	8.68 sq miles	9.07 sq miles	9.18 sq miles	9.31 sq miles	9.75 sq miles	10.23 sq miles	10.23 sq miles

Offense Reports Summary				
	17-Jun	YTD 2017	16-Jun	YTD 2016
Offense Reports	269	1362	235	1519
Patrol/CRD Supplemental Repo	312	1294	138	913

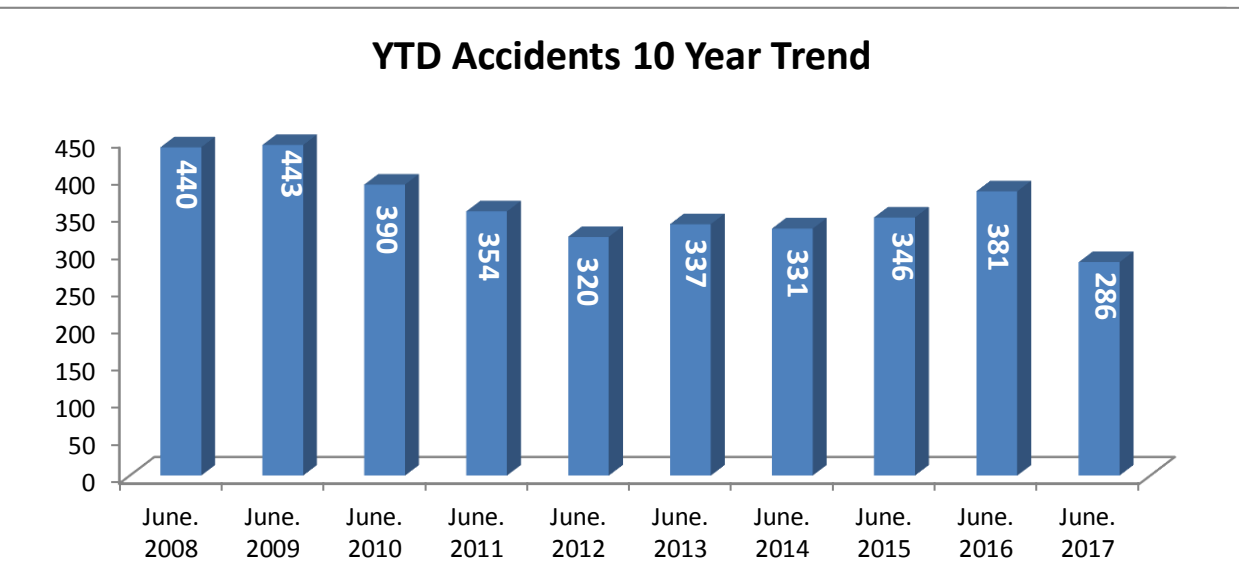
Arrests

	17-Jun	YTD 2017	16-Jun	YTD 2016	% Change YTD
All Other Adult Arrests	222	1121	116	759	48%
Alcohol Related Arrests	13	86	9	84	2%
Drug Related Arrests	21	200	36	240	-17%
Total Adult Arrest	256	1407	161	1083	30%
All Other Juveniles Detained	28	189	13	110	72%
Alcohol Related Detained	0	0	3	6	-100%
Drug Related Detained	0	18	4	11	64%
Curfew Violations	1	43	13	23	87%
Total Juvenile Arrest	29	250	33	150	67%
Total Custody:	285	1657	194	1233	34%



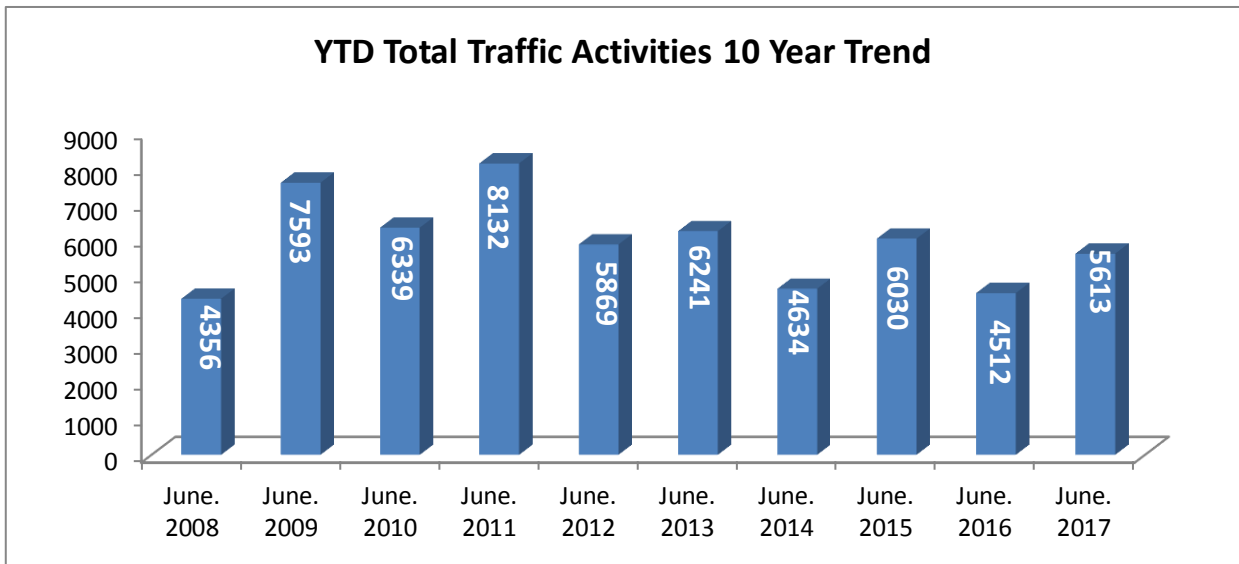
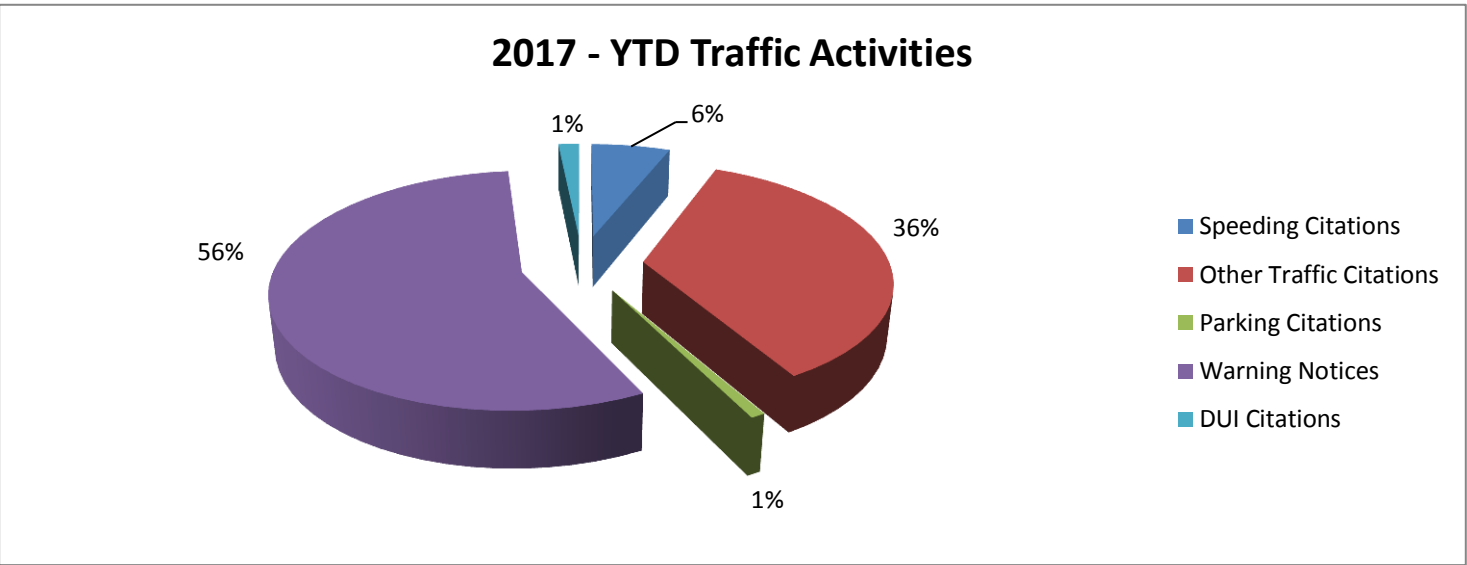
Accidents

	17-Jun	YTD 2017	16-Jun	YTD 2016	% Change YTD
Fatal Accidents	0	0	0	0	UNDF
Injury Accidents	3	15	6	37	-59%
Non-Injury Accidents	51	271	68	344	-21%
Total Accidents:	54	286	74	381	-25%



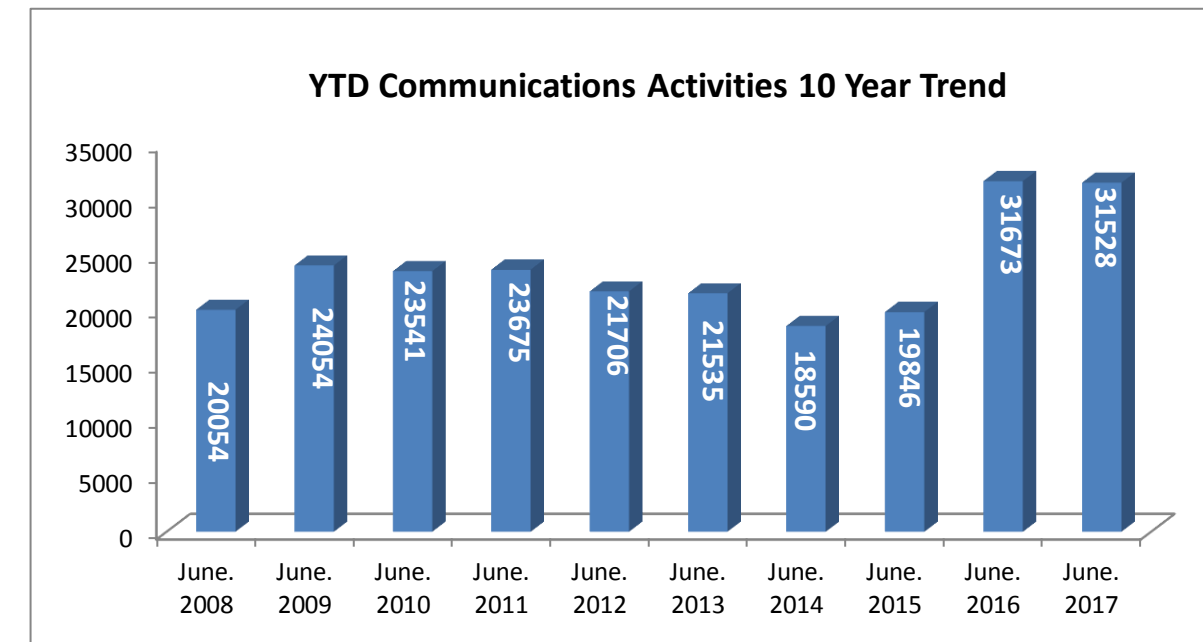
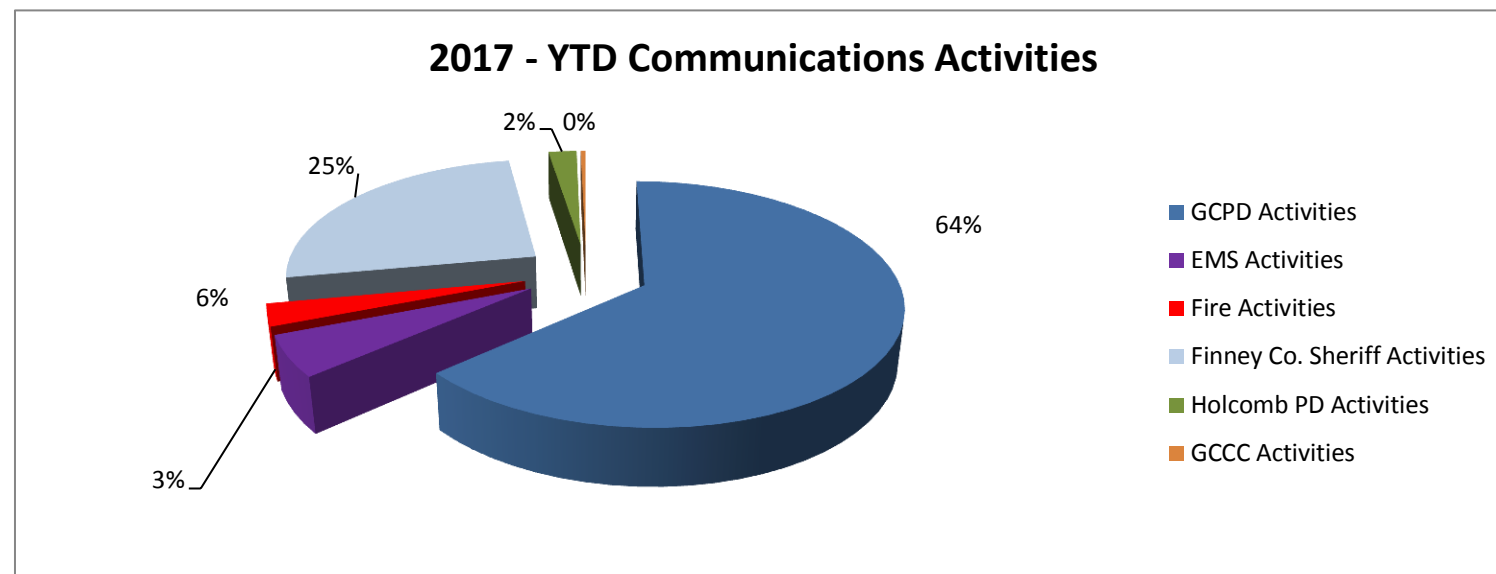
Traffic Enforcement

	17-Jun	YTD 2017	16-Jun	YTD 2016	% Change YTD
Speeding Citations	26	342	18	272	26%
Other Traffic Citations	341	1999	269	1502	33%
Parking Citations	12	46	7	53	-13%
Warning Notices	467	3136	479	2639	19%
DUI Citations	9	90	4	46	96%
Totals:	855	5613	777	4512	24%



Communications Center Activities

	17-Jun	YTD 2017	16-Jun	YTD 2016	% Change YTD
GCPD Activities	3474	20059	2877	16876	19%
EMS Activities	263	1725	278	519	UNDF
Fire Activities	152	940	178	868	8%
Finney Co. Sheriff Activities	1533	8014	1806	6845	17%
Holcomb PD Activities	118	675	106	6518	-90%
GCCC Activities	15	115	22	47	UNDF
Totals:	5555	31528	5267	31673	0%
911 Calls	1492	9014	1820	8421	7%



	17-Jun	YTD 2017
Admin. Outbound Calls	2312	N/A
Admin. Inbound Calls	5367	N/A
Totals:	7679	N/A

Investigations

	17-Jun		YTD 2017		% Cleared
	Assigned	Cleared	Assigned	Cleared	
Part 1 Crimes					
Murder & non-Negligent	1	1	3	2	67%
Robbery	0	2	2	2	100%
Assault/Battery/Agg Aslt, Agg	3	6	22	24	109%
Burglary	2	5	13	15	115%
Auto Burglary	0	0	0	0	UNDF
Theft	1	11	41	37	90%
Arson	0	0	1	0	UNDF
Total:	7	25	82	80	98%
Part 2 Crimes					
Forgery/Counterfeiting	0	3	13	15	115%
Fraud	0	1	0	1	UNDF
Vandalism	0	0	2	1	50%
Weapons Violation	0	1	3	3	100%
Sex Offense	10	17	47	45	96%
Drug Violation	6	3	73	54	74%
Gambling	0	0	0	0	UNDF
Other Reportable Offenses	14	17	95	82	86%
Runaway	1	3	11	9	82%
Total:	31	45	244	210	86%
Grand Totals	38	70	326	290	89%

Misc. Investigations Activities				
	17-Jun	YTD 2017	16-Jun	YTD 2016
Current Active Cases	264	N/A	N/A	N/A
Supplemental Reports	123	594	82	854
Search Warrants	9	53	3	40
Forfeitures Filed	0	0	1	3
*HVV Cases Assigned	9	57	N/A	N/A
K9 Deployments	15	74	26	93
**ICAC Cases	2	18	N/A	N/A
Computer Forensic Hours	99	655	66	318.5
***VSA /Criminal Polygraph	2	22	4	18

*HVV -Household Violence Unit

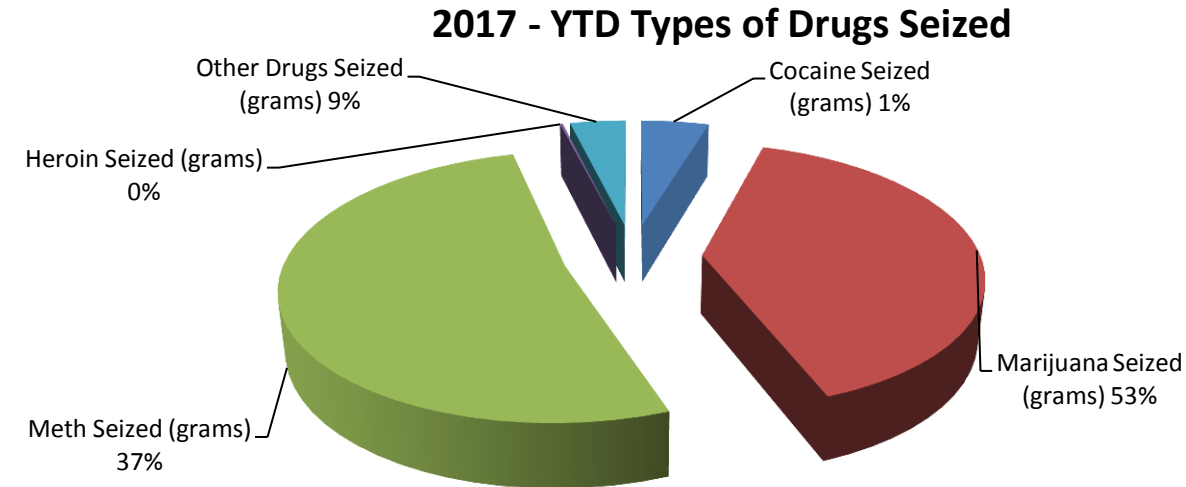
**ICAC -Internet Crimes Against Children

***VSA -Voice Stress Analysis

Evidence Section

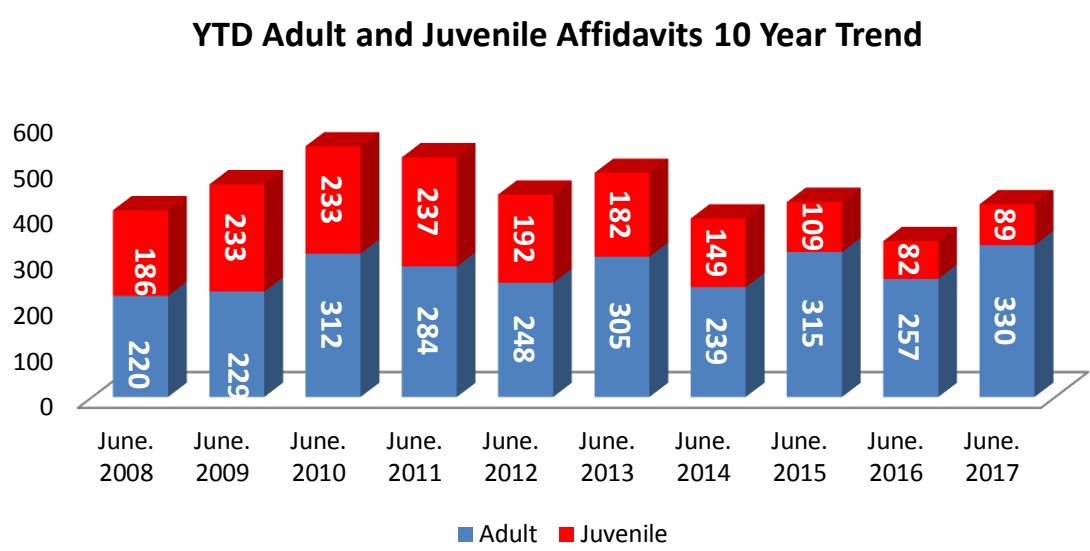
GCPD Property and Evidence Seized

	17-Jun	YTD 2017	16-Jun	YTD 2016	% Change YTD
Evidence Collected	170	1107	358	1485	-25%
Guns Seized	7	24	4	14	71%
Cocaine Seized (grams)	73.6	82.8	1.55	16.31	408%
Marijuana Seized (grams)	5.9	706.411	760.31	1918.51	-63%
Methamphetamine Seized (grams)	432.881	921.212	21.3	232.65	296%
Heroin Seized (grams)	0	3.43	0	0.2	1615%
Other Drugs Seized (grams)	0	67.65	0	2.1	3121%
Prescription Drugs Seized (pills)	0	124	15	358	-65%
RX Drugs Drop Box (lbs.)	18.5	55	0	41	34%



Affidavits

	17-Jun	YTD 2017	16-Jun	YTD 2016	% Change YTD
Adult Affidavits	62	330	49	257	28%
Juvenile Affidavits	16	89	17	82	9%
Total:	78	419	66	339	24%

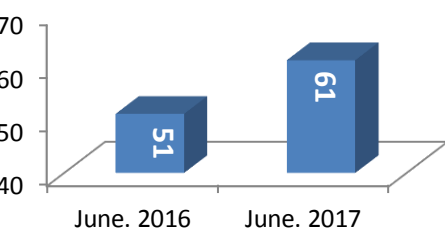


Events

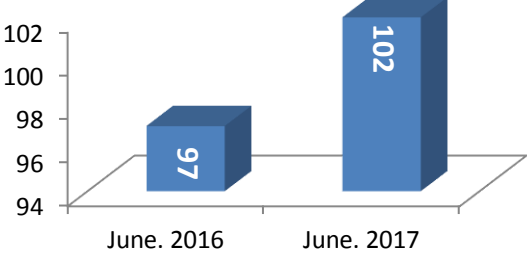
	# of Events	June 2017 Minutes Spent	# of People Attended	# of Officers Assigned	YTD Minutes Spent	YTD # Of People Attended	YTD # Of Officers Assigned
Community Program	1	150	30	4	1050	1390	35
Presentations	5	315	130	7	3155	1875	51
Events	0	0	0	0	0	0	0
Parades	0	0	0	0	0	0	0
Traffic Control	2	40	160	2	405	430	6
Other	0	0	0	0	505	312	10
Total:	8	505	320	13	5115	4007	102

*This does not include SRO presentations

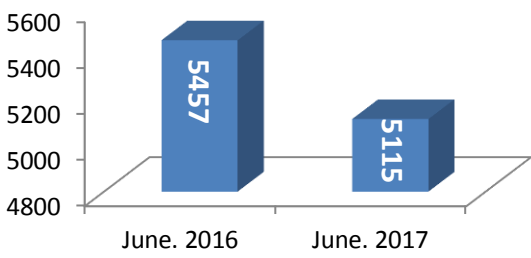
YTD # Of Events Trend



YTD # Officers Utilized

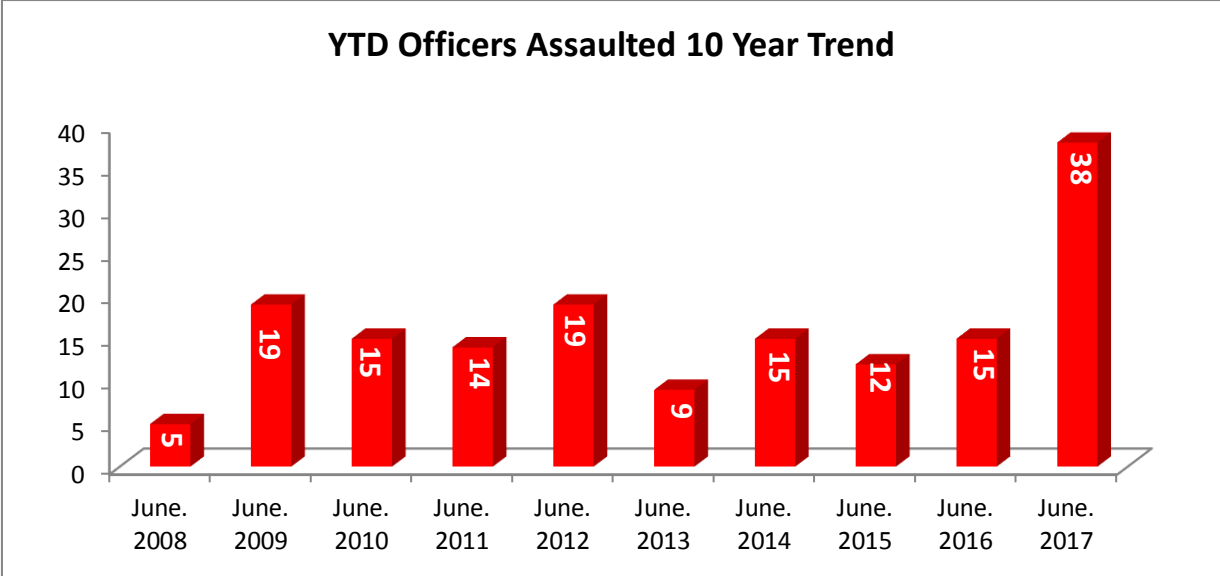


YTD # Minutes Spent



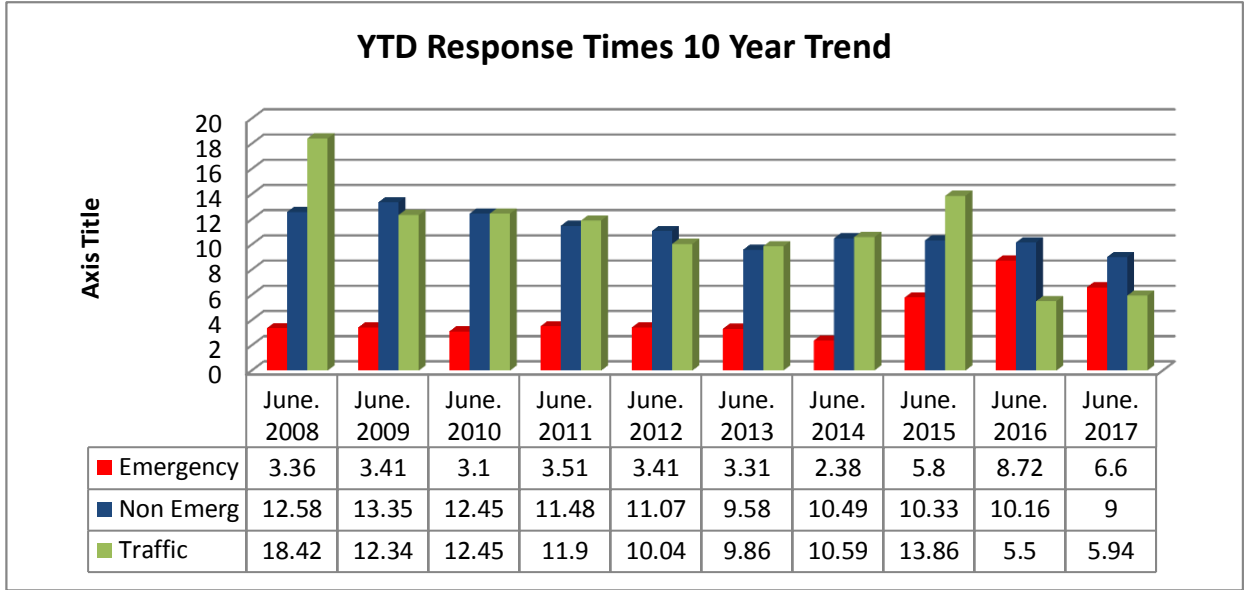
Officers Assaulted

	17-Jun	YTD 2017	16-Jun	YTD 2016	% Change YTD
Firearm	3	3	2	2	50%
Cutting Instrument	0	6	0	0	UNDF
Other Dangerous Weapon	5	9	0	0	UNDF
Hands, Fist, Feet, Etc.	4	20	0	13	54%
Police Service Dog	0	0	0	0	UNDF
Total Assaults:	12	38	2	15	153%



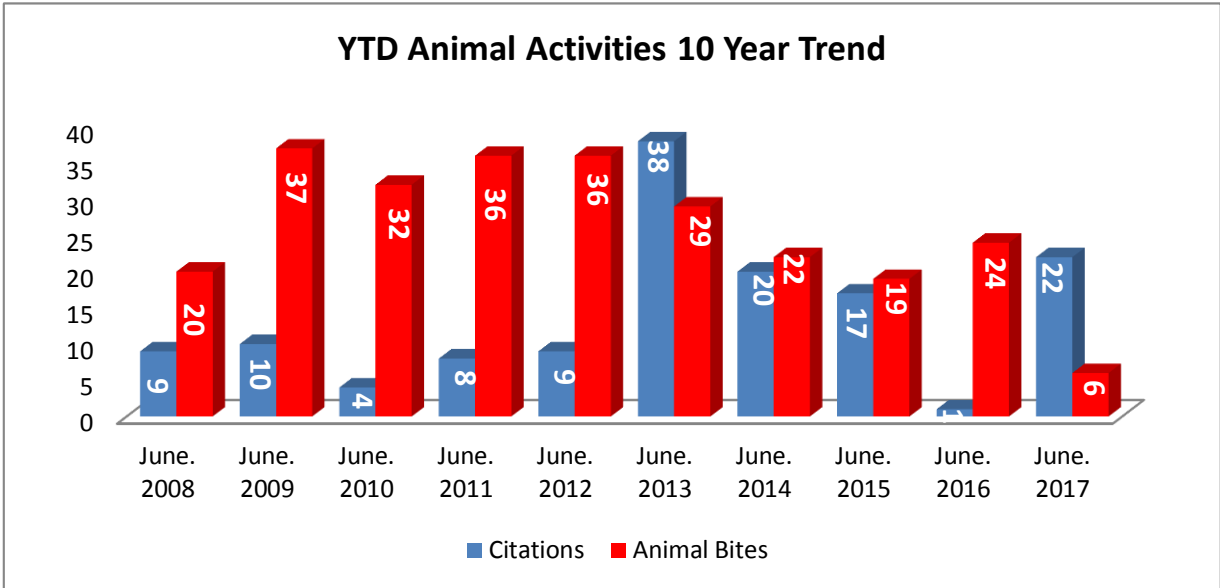
Response Time Summary Overview

	Jun-17	16-Jun
Average Emergency	6.6	8.72
Average Non-Emergency	9	10.16
Average Traffic Accident	5.94	5.5



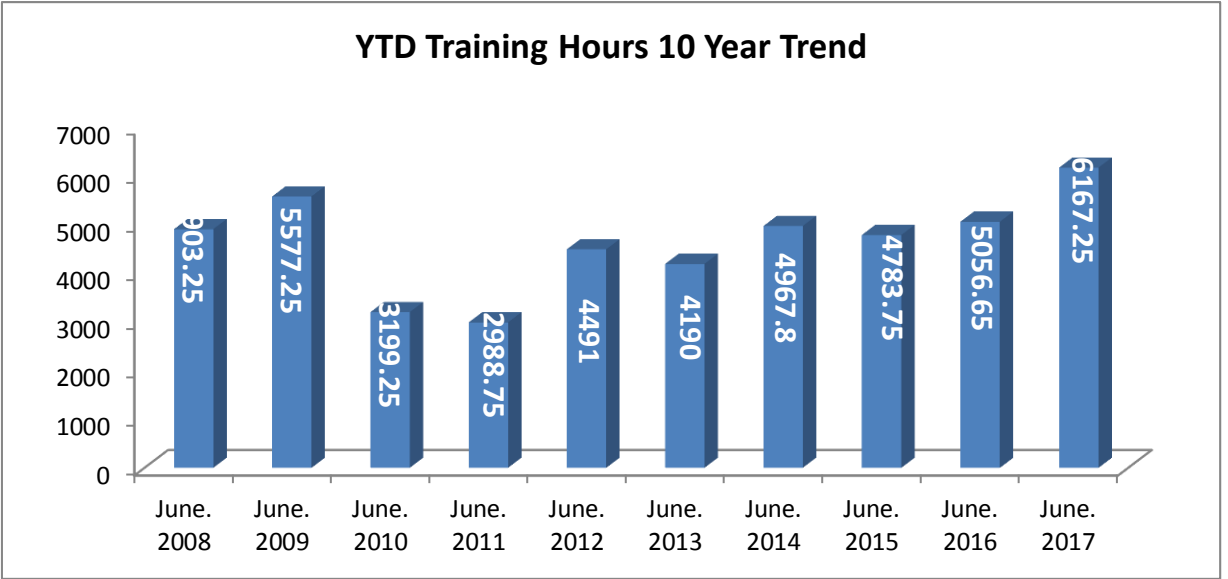
Animal Incidents

	17-Jun	YTD 2017	16-Jun	YTD 2016	% Change YTD
Citations Issued	22	55	0	1	5400%
Animal Bites	6	28	4	24	17%



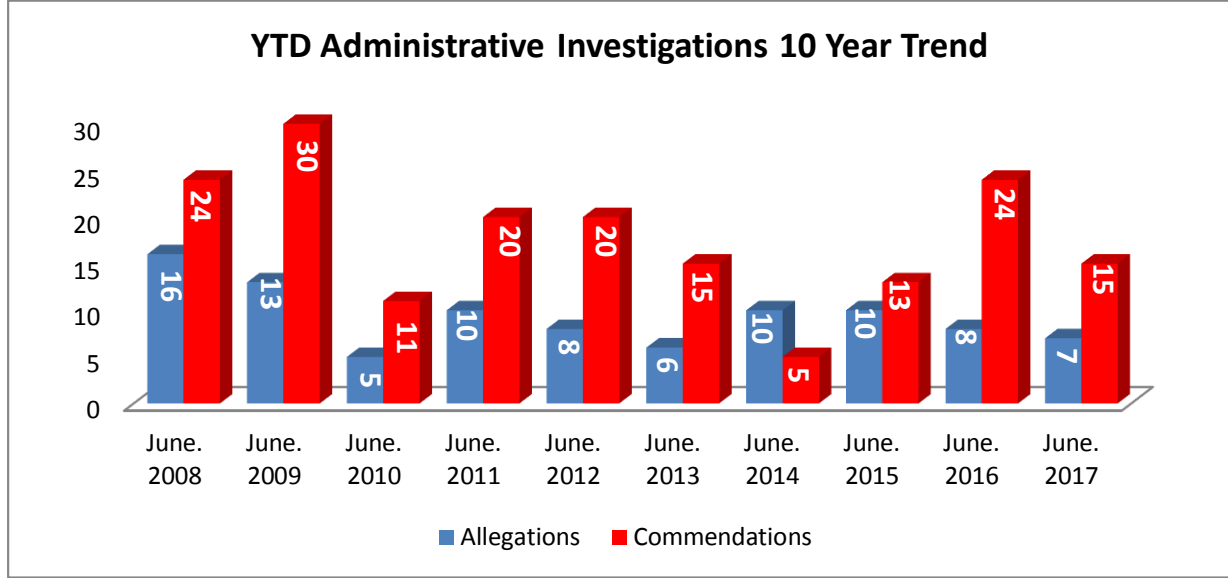
Training Hours Received Overview

	17-Jun	YTD 2017	16-Jun	YTD 2016	% Change YTD
Administrative	46.00	49.00	6.00	183.75	-73%
Patrol/CRD Division	978.00	2740.00	567.00	2294.25	19%
Support Services Division	16.00	277.50	7.00	198.15	40%
Investigations Division	86.50	375.00	40.00	255.00	47%
Instructor Hours	68.50	396.50	52.00	173.50	129%
SUB-TOTAL TRAINING HRS	1195.00	3838.00	672.00	3104.65	24%
Academy Training Hours	704.00	1673.50	640.00	1952.00	-14%
SWAT Training Hours	137.75	655.75	0.00	20.00	3179%
TOTAL TRAINING HOURS	2036.75	6167.25	1312.00	5076.65	21%



Administrative Overview

	17-Jun	YTD 2017	16-Jun	YTD 2016	% Change YTD
Allegations Received	2	7	1	8	-13%
Unfounded	0	0	0	0	UNDF
Unsubstantiated	0	0	0	0	UNDF
Sustained	0	2	0	4	-50%
Exonerated	0	0	0	4	-100%
Violation Not Based On Complaint	0	0	0	0	UNDF
Investigations In Progress	2	3	1	9	-67%
Administrative Closure	0	3	0	1	200%
Commendations	2	15	2	24	-38%
Backgrounds Completed	6	27	N/A	N/A	UNDF
Backgrounds Active	0	28	N/A	N/A	UNDF
Tested Applicants	0	39	N/A	N/A	UNDF
New Hires	0	6	N/A	N/A	UNDF





MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Service and Finance
DATE: August 1, 2017
RE: Monthly Sales Tax Report - July 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 July, 2017.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Monthly Sales Tax Report - July 2017	7/25/2017	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	301,306
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	314,986
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>2,225,777</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	488,288
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	527,818
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>3,761,275</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: Kristi Newland, Zoo Director
DATE: August 1, 2017
RE: Lee Richardson Zoo monthly report - June 2017

ISSUE:

Presentation of the June 2017 monthly staff report from Lee Richardson Zoo

BACKGROUND:

Attached is the June 2017 monthly staff report from Lee Richardson Zoo

ALTERNATIVES:

None

RECOMMENDATION:

None

FISCAL NOTE:

None

ATTACHMENTS:

Description	Upload Date	Type
Zoo monthly report	7/19/2017	Backup Material



CITY OF GARDEN CITY ZOO DEPARTMENT JUNE 2017 MONTHLY REPORT

ANIMAL CARE DIVISION

ACCESSIONS:

Births/Hatchings:

0.2 Pronghorn Born

Transactions (Purchases, donations, etc.)

None

DEACCESSIONS

Deaths:

0.1.1 Madagascar hissing cockroach Found deceased

1.2.0 Speckled pigeon Died due to injuries; interspecies conflict suspected

0.0.1 Northern leopard frog Euthanized due to chronic health issue and declining quality of life

1.0 Little blue heron Euthanized due to chronic health issue and declining quality of life

Transactions (Sales, donations, etc.)

0.1 Hamerkop Donated to Fort Worth Zoo, SSP recommended move

Handraising pronghorn fawns to acclimate them to people due to species' excellent flight reflex. Physicals performed for jaguar and loris. General Curator is working with SSP on bringing in another siamang as well as banteng. Speckled pigeons were moved due to possible interspecies aggression. Rhino introductions were started and are going well. Two new keepers started with the zoo. Game Breeder Permit was renewed. Animal care staff gave special talks for World Giraffe Day and for monthly senior program (topic was birds).

ADMINISTRATION DIVISION

The Zoo Director attended a meeting with KDEM and other City staff related to the recent winter storm. Staff gave/attended training on office ergonomics and USDA/IATA. Staff facilitated Beef Empire Days volleyball tournament and Community Chuckwagon Feed which took place on zoo grounds. Director met with Tumbleweed Festival Inc., FCH Museum, and FOLRZ personnel regarding upcoming events and submitted write-ups on projects that could be funded by possible sales tax to City Finance Director for City Commission consideration. Mid-year budget review conducted by senior staff. Director, Facilities Manager, and General Curator did a tree/plant needs assessment due to results of storm.

EDUCATION DIVISION

The first round of Summer Zoo Edventures filled quickly with 15-17 campers registered for each session during June. All 11 of the newest class of zoo volunteers-in-training completed the Zoo Aide training phase and plan to continue to Enrichment Specialist or Docent. There are now 13 sessions in the revised course if a volunteer completes the entire program (Docent level). The updated course work will increase the confidence and capabilities of the volunteers when it comes to ambassador animal handling and modern zoo practices. Education staff updated biofact loan agreements with NOAA/USFWS and helped document the rhino introductions (video and pictures). After the first few days of the rhino introductions, volunteers helped with monitoring the days' encounters between the rhinos so animal care staff could perform other duties. There were a total of 245 educational programs/encounters, including programming for World Giraffe Day, reaching a total of 1680 people.

MAINTENANCE DIVISION

A major focus in June was planting the butterfly garden. An immersive walking trail is designed into the larger section of the garden. Informational signs were installed about our "Pollinator Pals". Forty-four plants as well as nine seed packets were planted; these included Black Eyed Susans, Mint, Butterfly Bush, Dill, Sunflowers, Purple Coneflower and Milkweed. Two Crabapple trees were planted in the area as well. Trees were also planted to replace some of those lost in April's snow storm. Thirty-two Emerald Green Arborvitae trees and six Dwarf Burning bushes were planted in Wild Asia and the front of FCCE as well as six Knockout Rose bushes. Trimming of some remaining broken limbs related to the storm continues. Fence modifications at Asian wild horse, putting up shade cloths, including a new one at the Riverbed sluice mining experience, as well as regular maintenance and landscaping responsibilities were also accomplished.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Melinda Hitz, Finance Director
DATE: August 1, 2017
RE: Discharge of the Economic Development Revenue Bonds, Series 2005 (Mosaic Project)

ISSUE:

The Governing Body is asked to consider and approve a resolution discharging the Economic Development Revenue Bonds, Series 2005, which were issued for the Mosaic Project.

1. Resolution No. ____-2017, a resolution of the City of Garden City, Kansas approving the sale of a project financed with the proceeds of revenue bonds of the City; authorizing the execution and delivery of (1) special warranty deed, (2) a bill of sale, (3) termination and release of: lease, assignment of lease and security agreement and collateral assignment of lease, (4) a satisfaction, discharge and release bond agreement and (5) a termination and release of guaranty.

BACKGROUND:

The City issued Economic Development Revenue Bonds, Series 2005 in the amount of \$833,000 to repay indebtedness previously incurred by Mosaic to finance the costs of acquiring and remodeling Mosaic's facilities in Garden City, Manhattan, and Kansas City. The bonds have been paid in full and Mosaic intends to exercise its purchase option under the lease.

The City must consent to the exercise of the option to purchase and the execution of the documents that will close this transaction between the City and Mosaic. These documents along with the authorizing resolution have been prepared by the City's Bond Counsel, Mary Carson.

ALTERNATIVES:

1. Approve the Resolution.
2. Defer action to a later date.

RECOMMENDATION:

Staff recommends approval of the Resolution.

FISCAL NOTE:

There is no cost to the City for this action.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	7/26/2017	Backup Material
Special Warranty Deed	7/26/2017	Backup Material

Bill of Sale	7/26/2017	Backup Material
Termination and Release of Lease	7/26/2017	Backup Material
Termination and Release of Guaranty	7/26/2017	Backup Material
Satisfaction, Discharge, and Release of Bond Agreement	7/26/2017	Backup Material
Bond Purchaser's Closing Certificate	7/26/2017	Backup Material

RESOLUTION NO. ____-2017

OF THE

CITY OF GARDEN CITY, KANSAS

RELATING TO:

\$833,000
CITY OF GARDEN CITY, KANSAS
ECONOMIC DEVELOPMENT REVENUE BONDS
SERIES 2005
(MOSAIC PROJECT)

RESOLUTION NO. ____-2017

A RESOLUTION OF THE CITY OF GARDEN CITY, KANSAS APPROVING THE SALE OF A PROJECT FINANCED WITH THE PROCEEDS OF REVENUE BONDS OF THE CITY; AUTHORIZING THE EXECUTION AND DELIVERY OF (1) SPECIAL WARRANTY DEED, (2) A BILL OF SALE, (3) TERMINATION AND RELEASE OF: LEASE, ASSIGNMENT OF LEASE AND SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT OF LEASE, (4) A SATISFACTION, DISCHARGE AND RELEASE OF BOND AGREEMENT AND (5) A TERMINATION AND RELEASE OF GUARANTY (MOAIC PROJECT).

WHEREAS, the City of Garden City, Kansas is a municipal corporation organized under the laws of the State of Kansas (the "Issuer"); and

WHEREAS, the Issuer is authorized by K.S.A. 12-1740 *et seq.* to issue its revenue bonds to pay all or any portion of the cost of purchasing, acquiring, constructing and equipping facilities for commercial purposes and to enter into leases with any person, firm or corporation for such facilities; and

WHEREAS, the Issuer has issued its Economic Development Revenue Bonds, Series 2005 (Mosaic Project) (the "2005 Bonds") in the original aggregate principal amount of \$833,000 to repay indebtedness previously incurred by Mosaic, a Nebraska not-for-profit corporation (the "Tenant") to finance the costs of acquiring and remodeling the Tenant's facilities, consisting of land, buildings and equipment, constituting a training center in Garden City, Kansas and group homes located in Manhattan, Kansas and Kansas City, Kansas (the "Project"); and

WHEREAS, the Issuer acquired title to the Project and leased the Project to the Tenant, pursuant to a Lease Agreement, dated as of June 1, 2005 (the "Lease"); and

WHEREAS, the 2005 Bonds are payable from the pledge of the Project and net revenues generated by the Issuer under the Lease, as assigned by the Issuer to the Purchaser under an Assignment of Lease and Security Agreement (the "Assignment"), and pursuant to a Bond Agreement dated as of June 1, 2005 by and between the Issuer, Wells Fargo Securities (formerly known as Wells Fargo Brokerage Services, LLC) (the "Bond Purchaser") and the Tenant (the "Bond Agreement"); and

WHEREAS, the property in Manhattan, Kansas (Riley County) and Kansas City, Kansas (Wyandotte County) constituting part of the Project was sold by the Tenant and released from the pledge of the Project contained in the Lease and the Bond Agreement prior to the date of this Resolution; and

WHEREAS, the payment of the principal of and interest on the 2005 Bonds is guaranteed by the Tenant under a Guaranty Agreement, dated as of June 1, 2005; and

WHEREAS, Section 17.2 of the Lease provides for the purchase of the Project by the Tenant upon the proper exercise of the Tenant's option to purchase and the payment (pursuant to Section 17.2) to the Bond Purchaser of the full amount necessary and incidental to the retirement and defeasance of the 2005 Bonds, plus the payment to the Issuer of \$100; and

WHEREAS, the 2005 Bonds have been paid in full or provision made for their payment pursuant to the Bond Agreement and the Lease and the Tenant intends to exercise its purchase option under the Lease and has provided notice of its election to purchase the Project on or about August 17, 2017 (the "Closing Date"); and

WHEREAS, the Issuer finds it necessary to consent to the exercise of the option to purchase, waive any notice periods provided for in the Lease, and authorize the execution and delivery of (1) a Special Warranty Deed, (2) a Bill of Sale, (3) a Termination and Release of: Lease, Assignment of Lease and Security Agreement and Collateral Assignment of Lease, and (4) a Satisfaction, Release and Discharge of Bond Agreement in connection with the exercise by the Tenant of its option to purchase the Project.

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

Section 1. Definition of Terms. All terms and phrases used herein but not otherwise defined shall have the respective meanings set forth in the Lease and Bond Agreement (all as defined above).

Section 2. Sale of the Project. The Issuer is authorized to convey the Project (as defined above) to the Tenant upon (1) receiving written certification from the Bond Purchaser under the Bond Agreement that the 2005 Bonds are fully paid in accordance with the terms of the Bond Agreement, and (2) receipt by the Issuer of the \$100 to which it is entitled under Section 17.2 of the Lease. The Issuer acknowledges proper notice of the Tenant's instructions to exercise its option to purchase under the Lease and waives any additional notice requirements under the Lease or Bond Agreement.

Section 3. Authorization of Special Warranty Deed. The Issuer is authorized to execute and deliver a Special Warranty Deed for the real property portions of the Project to the Tenant, upon satisfaction of the conditions contained in the Lease and set forth in Section 2 hereof.

Section 4. Authorization of Bill of Sale. The Issuer is authorized to execute and deliver its Bill of Sale for the personal property portions of the Project to the Tenant, upon satisfaction of the conditions contained in the Lease and set forth in Section 2 hereof.

Section 5. Authorization of Termination and Release of Lease, Assignment of Lease and Security Agreement and Collateral Assignment of Lease. The Issuer is authorized to execute and deliver the Terminations and Release of: Lease, Assignment of Lease and Security Agreement and Collateral Assignment of Lease (the "Lease Termination") by and between the Tenant, the Bond

Purchaser, and the Issuer, upon satisfaction of the conditions contained in the Lease and set forth in Section 2 hereof.

Section 6. Authorization of Satisfaction, Release and Discharge of Bond Agreement. The Issuer is authorized to execute and deliver a Satisfaction, Release and Discharge of Bond Agreement (the "Bond Agreement Release") by and between the Issuer, the Tenant, and the Bond Purchaser, upon satisfaction of the conditions contained in the Lease, the Bond Agreement and set forth in Section 2 hereof.

Section 7. Authorization of Termination and Release of Guaranty. The Issuer is authorized to execute and deliver a Termination and Release of Guaranty (the "Guaranty Termination") by and between the Issuer, the Tenant, and the Bond Purchaser, upon satisfaction of the conditions contained in the Lease, the Bond Agreement and set forth in Section 2 hereof.

Section 8. Execution of Documents. The Mayor or Acting Mayor of the Issuer is authorized and directed to execute the Special Warranty Deed, Bill of Sale, Lease Termination, Bond Agreement Release, and Guaranty Termination for and on behalf of and as the act and deed of the Issuer as approved by the City Attorney, which approval shall be evidenced by the Mayor's execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Resolution. The City Clerk or any Deputy City Clerk of the Issuer are authorized and directed to attest the execution of the Special Warranty Deed, Bill of Sale, Lease Termination, Bond Agreement Release and Guaranty Termination, on behalf of the Issuer and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 9. Delivery of Documents. The Special Warranty Deed, Bill of Sale, Lease Termination, Bond Agreement Release and Guaranty Termination shall be delivered by the Mayor, City Clerk or other appropriate staff member of the Issuer concurrently upon the satisfaction of the requirements set forth in the Lease and in Section 2 of this Resolution.

Section 10. Further Authority. The Issuer shall, and the officers, agents and employees of the Issuer are authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Resolution and to carry out, comply with and perform the duties of the Issuer with respect to the documents authorized by this Resolution, all as necessary to carry out and give effect to the transactions described herein.

Section 11. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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ADOPTED AND APPROVED by the governing body of the City of Garden City, Kansas on
August 1, 2017.

CITY OF GARDEN CITY, KANSAS

[Seal]

By _____
Melvin L. Dale, Mayor

ATTEST:

By _____
Celyn N. Hurtado, City Clerk

EXCERPT OF MINUTES

The City Commission of Garden City, Kansas met in regular session on August 1, 2017 at 1:00 p.m., with Mayor Melvin L. Dale presiding, and the following members of the governing body present:

The following were members absent:

Among other business a Resolution was presented to the governing body entitled:

A RESOLUTION OF THE CITY OF GARDEN CITY, KANSAS APPROVING THE SALE OF A PROJECT FINANCED WITH THE PROCEEDS OF REVENUE BONDS OF THE CITY; AUTHORIZING THE EXECUTION AND DELIVERY OF (1) SPECIAL WARRANTY DEED, (2) A BILL OF SALE, (3) TERMINATION AND RELEASE OF: LEASE, ASSIGNMENT OF LEASE AND SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT OF LEASE, (4) A SATISFACTION, DISCHARGE AND RELEASE OF BOND AGREEMENT AND (5) A TERMINATION AND RELEASE OF GUARANTY (MOAIC PROJECT).

The Resolution was considered and discussed; and on motion of _____, seconded by _____, the Resolution was adopted by a majority vote of all members present.

The Resolution was assigned No. ____-2017.

CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

I certify that the foregoing is a true and correct Excerpt of the Minutes of the proceedings at the August 1, 2017 meeting of the governing body of the City of Garden City, Kansas.

[Seal]

Celyn N. Hurtado, City Clerk

This Deed is exempt from filing a Real Estate Sales Validation Questionnaire pursuant to Exception No. 2 of K.S.A. 79-1437 (e) and is made for the purpose of releasing an ownership interest in property which provided security for a debt or other obligation.

SPECIAL WARRANTY DEED

THIS INDENTURE, made on this 17th day of August, 2017, by and between the City of Garden City, Kansas, a municipal corporation duly organized and existing under the laws of the State of Kansas and located in Finney County, Kansas (the "Grantor"), and Mosaic, a Nebraska not-for-profit corporation (the "Grantee").

WITNESSETH: That Grantor, in consideration of the sum of One Hundred Dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which is here acknowledged, does by these presents grant, bargain, sell and convey to Grantee, its successors and assigns, all of Grantor's interest in the real property situated in Finney County, Kansas, specifically described on *Schedule I* attached hereto and incorporated here by this reference.

Grantor covenants that its interest as conveyed hereby is conveyed free and clear of all liens and encumbrances except (i) those liens and encumbrances to which title to the described property was subject when on the commencement of the Lease term and as conveyed to Grantor; (ii) those liens and encumbrances created by the Grantee or to the creation or suffering of which the Grantee has consented; (iii) those liens and encumbrances to which title became subject with the Grantee's consent or resulting from the failure of the Grantee to perform and observe any of the agreements on its part contained in the Lease under which it has heretofore occupied the described property; (iv) the rights of the public in and to any part of the described property lying or being in public roads, streets, alleys or highways; (v) any unpaid taxes or assessments, general or special; and (vi) the rights, titles and interests of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the described property; and further covenants that it will warrant and defend the same in the quiet and peaceable possession of Grantee, its successors and assigns, forever, against all persons claiming the same through Grantor.

After recording, return to:

TRIPLETT, WOOLF & GARRETSON, LLC
Attn: Mary F. Carson
2959 N. Rock Road, Suite 300
Wichita, Kansas 67226
Telephone: (316) 630-8100

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the official seal of the City of Garden City, Kansas for delivery as of the 17th of August, 2017.

CITY OF GARDEN CITY, KANSAS

[Seal]

By _____
Melvin L. Dale, Mayor

ATTEST:

By _____
Celyn N. Hurtado, City Clerk

“ISSUER”

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF FINNEY)

BE IT REMEMBERED that on this ____ day of August, 2017, before me, a notary public in and for said County and State, came Melvin L. Dale and Celyn N. Hurtado, Mayor and City Clerk, respectively, of the City of Garden City, Kansas, a municipal corporation of the State of Kansas, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires:

SCHEDULE I

PROPERTY SUBJECT TO LEASE

The following described real estate located in the City of Garden City, Finney County, Kansas, to wit:

Lots Two (2) & Three (3), Block Five (5), 83 Commercial Subdivision, Garden City, Finney County, Kansas,

and

A portion of Lot Eleven (11), Block Five (5), 83 Commercial Subdivision, Garden City, Finney County, Kansas, more particularly described in the Deed recorded in Volume 19, Page 191 as follows, less the South 285.1 feet of said description: "Beginning at the Southwest Corner of said Lot Eleven (11); thence assuming the West line of Lot Eleven to bear due North to the Northwest Corner of said Lot Eleven (11) a distance of 609.90 feet; thence East a distance of 178 feet; thence to the right along the circumference of a 10 feet radius curve a distance of 15.77 feet; thence South a distance of 250 feet; thence West a distance of 143 feet; thence South a distance of 349.90 feet; thence West a distance of 44.90 feet to the place of beginning."

and

A portion of Lot Eleven (11), Block Five (5), 83 Commercial Subdivision, Garden City, Finney County, Kansas, more particularly described in the Deed recorded in Volume 232, Page 662 as follows:

"Commencing at the Southwest Corner of said Lot Eleven (11); thence S 89° 32' 00" E along the South line of said Lot Eleven (11) a distance of 44.9 feet; thence N 00° 00' 00" E a distance of 293.00 feet to a set property corner, being the actual point of beginning; thence Northeasterly on a curve having a delta angle of 89° 23' 00" , a radius of 30.00 feet, chord bearing of N 45° 14' 00" E, chord distance of 42.26 feet, and an arc length distance of 46.88 feet to a set property corner; thence S 89° 32' 00" E a distance of 113.00 feet to a property corner set on the East line of Lot Eleven (11), thence N 00° 00' 00" W a distance of 26.95 feet to a reset property corner; thence N 89° 33' 12" W a distance of 143 feet to a set property corner; thence S 00° 00' 00" W a distance 56.90 feet to the point of beginning."

EXCEPT AND SUBJECT TO: special assessments, oil and gas lease, easements and rights-of-way of record and party wall, parking easement and maintenance agreement filed in Book 103, page 97.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is here acknowledged, the City of Garden City, Kansas, a municipal corporation (the "Grantor"), does grant, sell, transfer and deliver unto Mosaic, a Nebraska not-for-profit corporation (the "Grantee"), all of its interest in the following goods and chattels, viz:

All buildings, improvements, equipment, fixtures and personal property constructed, located or installed on the Land, as defined in the Lease Agreement, dated as of June 1, 2005 (the "Lease"), by and between the Grantor and Grantee, all or any portion of the costs of which were financed or refinanced from the proceeds of the City of Garden City, Kansas, Economic Development Revenue Bonds, Series 2005 (Mosaic Project) and which constitute Improvements, as defined in the Lease, together with any substitutions or replacements therefor (the "Property").

To have and to hold, all and singular, the said goods and chattels forever. And the Grantor covenants with the Grantee that the interest of Grantor conveyed hereby is free from all encumbrances except (i) those liens and encumbrances to which title to the described property was subject when conveyed to the Grantor, (ii) those liens and encumbrances created by the Grantee or to the creation or suffering of which the Grantee has consented; and (iii) those liens and encumbrances resulting from the failure of the Grantee to perform and observe any of the agreements on its part contained in the Lease under which it has heretofore leased such property; and that it will warrant and defend the same against the lawful claims and demands of all persons claiming through the Grantor.

Except as expressly set forth herein, Grantor does not make any representations or warranties of any kind whatsoever, whether oral or written, express or implied, with respect to the Property and except as expressly provided herein, Grantor is granted the Property in its **"AS IS, WHERE IS"** condition and **"WITH ALL FAULTS."** Except as expressly provided herein, Grantor expressly disclaims and negates: (A) any implied or express warranty of merchantability, (B) any implied or express warranty of fitness for a particular purpose, and (C) any implied warranty with respect to the condition of the Property, or the uses permitted on, the development requirements for, or any other matter or thing relating to all or any portion of the Property.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the official seal of the City of Garden City, Kansas for delivery as of the 17th day of August, 2017.

CITY OF GARDEN CITY, KANSAS

[seal]

By _____
Melvin L. Dale, Mayor

ATTEST:

By _____
Celyn N. Hurtado, City Clerk

“ISSUER”

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF FINNEY)

BE IT REMEMBERED that on this ____ day of August, 2017, before me, a notary public in and for said County and State, came Melvin L. Dale and Celyn N. Hurtado, Mayor and City Clerk, respectively, of the City of Garden City, Kansas, a municipal corporation of the State of Kansas, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires:

TERMINATION AND RELEASE OF:
LEASE, ASSIGNMENT OF LEASE AND SECURITY AGREEMENT,
COLLATERAL ASSIGNMENT OF LEASE

THIS TERMINATION AND RELEASE OF: LEASE, ASSIGNMENT OF LEASE AND SECURITY AGREEMENT, COLLATERAL ASSIGNMENT OF LEASE dated the 17th day of August, 2017, by and between the City of Garden City, Kansas, a municipal corporation (the "Issuer"); Mosaic, a Nebraska not-for-profit corporation (the "Tenant"); and Wells Fargo Securities, LLC (successor to Wells Fargo Brokerage Services, LLC), San Francisco, California, a limited liability company duly organized and existing under the laws of the State of Delaware (the "Bond Purchaser").

WITNESSETH:

WHEREAS, the Issuer has leased to the Tenant certain real property, together with improvements located thereon, pursuant to a Lease Agreement, dated as of June 1, 2005 (the "Lease"), by and between the Issuer and the Tenant, notice of which Lease was duly recorded with the Register of Deeds of Finney County, Kansas on June 6, 2005 in *Book 267, Page 759*; and

WHEREAS, the Issuer assigned certain rights in connection with the Lease to the Bond Purchaser pursuant to an Assignment of Lease and Security Agreement (the "Assignment of Lease") which was duly recorded with the Register of Deeds of Finney County, Kansas on June 6, 2005 in *Book 267, Page 760*; and

WHEREAS, the Tenant has pledged its interest in the Lease as additional collateral to secure payment of rental payments under the Lease and the Tenant's obligation to make payment of the principal and interest on the Bonds under a Guaranty Agreement dated as of June 1, 2005, pursuant to a Collateral Assignment of Lease (the "Collateral Assignment"), which was duly recorded with the Register of Deeds of Finney County, Kansas on June 6, 2005 in *Book 267, Page 761*; and

After recording, return to:

TRIPLETT, WOOLF & GARRETSON, LLC
Attn: Mary F. Carson
2959 N. Rock Road, Suite 300
Wichita, Kansas 67226
Telephone: (316) 630-8100

WHEREAS, the property interests covered by the Lease, the Assignment of Lease, and the Collateral Assignment consist of the property more specifically described in Schedule I attached hereto and incorporated here by this reference; and

WHEREAS, the Issuer previously had Outstanding its Economic Development Revenue Bonds, Series 2005 (Mosaic Project) (the "Bonds"); and

WHEREAS, the Bonds have been paid in full by deposit with the Bond Purchaser of sufficient monies to pay all the principal of, interest, and applicable redemption premium, on the Bonds; and

WHEREAS, in accordance with the Bond Agreement, dated as of June 1, 2005 (the "Bond Agreement"), by and between the Issuer and the Bond Purchaser, authorizing and securing the Bonds, the Bonds have been paid in full and the Bond Agreement may be terminated; and

WHEREAS, in connection with the matters described above, it is necessary to provide for the release and termination of the above-defined Lease, Assignment of Lease and Collateral Assignment.

NOW, THEREFORE, in consideration of the recitals, mutual covenants and agreements contained herein, and in consideration of other good and valuable consideration, the parties agree that the Lease, the Assignment of Lease and the Collateral Assignment are each now terminated and released.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, we have set our hands and affixed the official seal of the City of Garden City, Kansas for delivery as of August 17, 2017.

CITY OF GARDEN CITY, KANSAS

[seal]

By _____
Melvin L. Dale, Mayor

ATTEST:

By _____
Celyn N. Hurtado, City Clerk

“ISSUER”

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF FINNEY) ss:

BE IT REMEMBERED that on this ____ day of August, 2017, before me, a notary public in and for said County and State, came Melvin L. Dale and Celyn N. Hurtado, Mayor and City Clerk, respectively, of the City of Garden City, Kansas, a municipal corporation of the State of Kansas, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires:

MOSAIC

By _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF NEBRASKA)
)
COUNTY OF _____) ss:

BE IT REMEMBERED, that on this ____ day of August, 2017, before me, a Notary Public, in and for the County and State aforesaid, came _____, _____, of Mosaic, on behalf of said company and acknowledged to me that he executed the same for the purposes therein expressed, acting for and on behalf of said corporation in his capacity as an officer of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires:

WELLS FARGO SECURITIES, LLC
San Francisco, California

By _____
Name: _____
Title: _____

“BOND PURCHASER”

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF _____) ss:

BE IT REMEMBERED, that on this ____ day of August, 2017, before me, a notary public in and for said city and state, came _____, _____ of Wells Fargo Securities, LLC, San Francisco, California, a limited liability company duly organized under the laws of the State of Delaware (the “Wells Fargo”), who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said Wells Fargo, and such person duly acknowledged the execution of the same to be the act and deed of said Wells Fargo.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires:

SCHEDULE I

PROPERTY SUBJECT TO LEASE, ASSIGNMENT OF LEASE AND COLLATERAL ASSIGNMENT

(A) The following described real estate located in the City of Garden City, Finney County, Kansas, to wit:

Lots Two (2) & Three (3), Block Five (5), 83 Commercial Subdivision, Garden City, Finney County, Kansas,

and

A portion of Lot Eleven (11), Block Five (5), 83 Commercial Subdivision, Garden City, Finney County, Kansas, more particularly described in the Deed recorded in Volume 19, Page 191 as follows, less the South 285.1 feet of said description: "Beginning at the Southwest Corner of said Lot Eleven (11); thence assuming the West line of Lot Eleven to bear due North to the Northwest Corner of said Lot Eleven (11) a distance of 609.90 feet; thence East a distance of 178 feet; thence to the right along the circumference of a 10 feet radius curve a distance of 15.77 feet; thence South a distance of 250 feet; thence West a distance of 143 feet; thence South a distance of 349.90 feet; thence West a distance of 44.90 feet to the place of beginning."

and

A portion of Lot Eleven (11), Block Five (5), 83 Commercial Subdivision, Garden City, Finney County, Kansas, more particularly described in the Deed recorded in Volume 232, Page 662 as follows:

"Commencing at the Southwest Corner of said Lot Eleven (11); thence S 89° 32' 00" E along the South line of said Lot Eleven (11) a distance of 44.9 feet; thence N 00° 00' 00" E a distance of 293.00 feet to a set property corner, being the actual point of beginning; thence Northeasterly on a curve having a delta angle of 89° 23' 00" , a radius of 30.00 feet, chord bearing of N 45° 14' 00" E, chord distance of 42.26 feet, and an arc length distance of 46.88 feet to a set property corner; thence S 89° 32' 00" E a distance of 113.00 feet to a property corner set on the East line of Lot Eleven (11), thence N 00° 00' 00" W a distance of 26.95 feet to a reset property corner; thence N 89° 33' 12" W a distance of 143 feet to a set property corner; thence S 00° 00' 00" W a distance 56.90 feet to the point of beginning."

EXCEPT AND SUBJECT TO: special assessments, oil and gas lease, easements and rights-of-way of record and party wall, parking easement and maintenance agreement filed in Book 103, page 97.

said real property constituting the "Land" as referred to in the Lease.

(B) All buildings, building additions, improvements, machinery and equipment constructed, located or installed on the Land, all or any portion of the costs of which were paid from the proceeds of the Issuer's Bonds, and which constitute "Improvements" referred to in the Lease, together with any substitutions or replacements therefor, the property described in paragraphs (a) and (b) of this Schedule I together constituting the "Project" as referred to in the Lease.

TERMINATION AND RELEASE OF GUARANTY

THIS TERMINATION AND RELEASE OF GUARANTY (the "Release") dated the 17th day of August, 2017 (the "Effective Date"), by the City of Garden City, Kansas (the "Issuer") and Wells Fargo Securities, LLC (successor to Wells Fargo Brokerage Services, LLC), San Francisco, California, a Delaware limited liability company (the "Purchaser") acting as bond registrar and payment agent for the Issuer.

WITNESSETH:

WHEREAS, the City of Garden City, Kansas, a municipal corporation organized and existing under the laws of the State of Kansas (the "Issuer") has previously issued its Economic Development Revenue Bonds, Series 2005 (Mosaic Project) (the "Bonds"); and

WHEREAS, the Bonds were payable solely and only from the pledge of the Project and net revenues generated by the Issuer under a certain Lease Agreement, dated as of June 1, 2005 (the "Lease"), with Mosaic, a Nebraska not-for-profit corporation, as Tenant (the "Guarantor"), for the use of certain facilities described in the Lease; and

WHEREAS, payment of the principal of and interest on the Bonds are unconditionally guaranteed by the Guarantor pursuant to the terms of a Guaranty Agreement, dated as of June 1, 2005 (the "Guaranty Agreement"); and

WHEREAS, the Purchaser been designated as depository, fiscal and paying agent pursuant to the terms of a Bond Agreement, dated as of June 1, 2005 (the "Bond Agreement"), by and between the Issuer, the Tenant, and the Purchaser, and under which the Purchaser is authorized to perform the duties of the Issuer and to make disbursements as required thereunder and to perform, insofar as it legally can, all acts otherwise required of the Issuer in connection with the Bond Agreement and the Lease; and

WHEREAS, in accordance with the Bond Agreement, and a certain Assignment of Lease and Security Agreement, dated as of June 1, 2005, the Purchaser has agreed to enforce all rights of the Issuer and all obligations of the Tenant under and pursuant to the Lease, to secure the payment of said Bonds; and

WHEREAS, pursuant to Section 4.2 of the Guaranty Agreement the Guarantor, shall be discharged of its obligations upon (1) the payment of the principal of, premium, if any, and interest on the Bonds to the Bond Purchaser, or provision for payment made with the Bond Purchaser as provided in the Bond Agreement, and (2) upon satisfaction of all obligations of the Tenant under the Lease; and

WHEREAS, the Bonds have been paid in full by deposit with the Bond Purchaser of sufficient monies to pay the principal of and interest on the Outstanding Bonds as provided in the Bond Agreement and the Lease; and

WHEREAS, it is now necessary to provide for the release and termination of the Guaranty Agreement.

NOW, THEREFORE, in consideration of the recitals, mutual covenants and agreements contained herein, and in consideration of other good and valuable consideration, the Issuer and the Bond Purchaser agree that the Guaranty Agreement is terminated and released and that the Guarantor is discharged of its obligations under the Guaranty Agreement.

[Remainder of Page Intentionally Left Blank]

ACKNOWLEDGMENT AND ACCEPTANCE OF BOND PURCHASER

I, _____, the duly authorized, qualified and acting _____ of Wells Fargo Securities, LLC, acknowledge, accept and agree to the above and foregoing Termination and Release of Guaranty Agreement.

WELLS FARGO SECURITIES, LLC
San Francisco, California

By _____
Name: _____
Title: _____

“BOND PURCHASER”

ACKNOWLEDGMENT

STATE OF MINNESOTA)
)
COUNTY OF _____) ss:

BE IT REMEMBERED, that on this ____ day of August, 2017, before me, a notary public in and for said city and state, came _____, _____ of Wells Fargo Securities, LLC, San Francisco, California, a limited liability company duly organized under the laws of the State of Delaware (the “Wells Fargo”), who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said Wells Fargo, and such person duly acknowledged the execution of the same to be the act and deed of said Wells Fargo.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires:

CITY OF GARDEN CITY, KANSAS

[Seal]

By _____
Melvin L. Dale, Mayor

ATTEST:

By _____
Celyn N. Hurtado, City Clerk

“ISSUER”

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF FINNEY)

BE IT REMEMBERED that on this ____ day of August, 2017, before me, a notary public in and for said County and State, came Melvin L. Dale and Celyn N. Hurtado, Mayor and City Clerk, respectively, of the City of Garden City, Kansas, a municipal corporation of the State of Kansas, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires:

SATISFACTION, DISCHARGE AND RELEASE OF BOND AGREEMENT

THIS SATISFACTION, DISCHARGE AND RELEASE OF BOND AGREEMENT dated the 17th day of August, 2017, by and between the City of Garden City, Kansas, a municipal corporation (the "Issuer"); Wells Fargo Securities, LLC (successor to Wells Fargo Brokerage Services, LLC), San Francisco, California, a limited liability company duly organized and existing under the laws of the State of Delaware (the "Bond Purchaser") and Mosaic, a Nebraska not for profit corporation, (the "Tenant").

WITNESSETH:

WHEREAS, the Issuer has previously issued its Economic Development Revenue Bonds, Series 2005 (Mosaic Project) (the "Bonds"); and

WHEREAS, the Bonds were secured by the pledge of the Project and the net revenues generated by the Issuer under a certain Lease Agreement dated as of June 1, 2005 (the "Lease") between the Issuer and the Tenant, as security for payment of the principal of, redemption premium, and interest on the Bonds pursuant to the terms and provisions of a Bond Agreement, dated as of June 1, 2005 (the "Bond Agreement"), by and between the Issuer, the Bond Purchaser and the Tenant; and

WHEREAS, provision has been made for payment in full of the Outstanding (as defined in the Bond Agreement) Bonds by deposit with the Bond Purchaser of sufficient monies to pay the principal of, interest, and applicable redemption premium, on all the Outstanding Bonds and the Outstanding Bonds have been paid in full; and

WHEREAS, in connection with the Bond Agreement and Bonds, it is necessary to provide for the release and discharge of the Bond Agreement upon the pledge of the Project and the net revenues (excepting its lien upon such monies, if any, as are currently deposited with Bond Purchaser for the purposes of paying the principal of, interest, and applicable redemption premium, on all the Outstanding Bonds).

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and agreements contained herein, and in consideration of other good and valuable consideration, the parties hereto agree that the special obligations of the Issuer and the obligations of the Tenant under the terms of the Bond Agreement are deemed satisfied and discharged, and the interests of the Bond Purchaser upon the pledge of the Project and the net revenues and in the Bond Agreement are terminated and released. Accordingly, the covenants and agreements of the Issuer, the Tenant and the Bond Purchaser under the Bond Agreement are terminated and of no further force or effect.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the official seal of the City of Garden City, Kansas for delivery as of August 17, 2017.

CITY OF GARDEN CITY, KANSAS

[seal]

By _____
Melvin L. Dale, Mayor

ATTEST:

By _____
Celyn N. Hurtado, City Clerk

“ISSUER”

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF FINNEY)

BE IT REMEMBERED that on this ____ day of August, 2017, before me, a notary public in and for said County and State, came Melvin L. Dale and Celyn N. Hurtado, Mayor and City Clerk, respectively, of the City of Garden City, Kansas, a municipal corporation of the State of Kansas, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires:

WELLS FARGO SECURITIES, LLC
San Francisco, California

By _____
Name: _____
Title: _____

“BOND PURCHASER”

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of August, 2017, before me, a notary public in and for said city and state, came _____, _____ of Wells Fargo Securities, LLC, San Francisco, California, a limited liability company duly organized under the laws of the State of Delaware (the “Wells Fargo”), who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said Wells Fargo, and such person duly acknowledged the execution of the same to be the act and deed of said Wells Fargo.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year least above written.

Notary Public

My Appointment Expires:

MOSAIC

By _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF NEBRASKA)
)
COUNTY OF _____) ss:

BE IT REMEMBERED, that on this ____ day of August, 2017, before me, a Notary Public, in and for the County and State aforesaid, came _____, _____, of Mosaic, on behalf of said company and acknowledged to me that he executed the same for the purposes therein expressed, acting for and on behalf of said corporation in his capacity as an officer of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires:

BOND PURCHASER'S CLOSING CERTIFICATE

The undersigned, _____, [TITLE] of Wells Fargo Securities, LLC (successor to Wells Fargo Brokerage Services, LLC), San Francisco, California (the "Bond Purchaser"), as depository, fiscal and paying agent under the Bond Agreement, dated as of June 1, 2005 (the "Bond Agreement"), between the City of Garden City, Kansas (the "Issuer") and the Bond Purchaser and authorizing the issuance of the Issuer's Economic Development Revenue Bonds, Series 2005 (Mosaic Project) in the aggregate principal amount of \$833,000, of which no Bond remains outstanding (the "Bonds"), certifies and acknowledges, and releases various documents, as follows:

1. The Bond Purchaser is a limited liability company duly organized and existing under the laws of the State of Delaware and has full power and authority to act as paying agent and perform its duties as provided in the Bond Agreement.

2. The Bond Purchaser has received from the Issuer or on behalf of the Issuer and deposited in the Bond Fund created by the Bond Agreement, moneys sufficient to pay and retire all principal of, redemption premium, and interest on the Outstanding Bonds and such Outstanding Bonds have been paid in full and are no longer Outstanding, all as defined under terms of the Bond Agreement.

3. The Bond Purchaser acknowledges receipt by it, or provision for payment, of all sums currently payable to it under the Bond Agreement.

Dated: August 17, 2017.

WELLS FARGO SECURITIES, LLC
San Francisco, California

By _____
Name: _____
Title: _____



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Sam Curran, Public Works Director
DATE: August 1, 2017
RE: Proposed Stormwater Drainage Fees Ordinance 2017

ISSUE:

The Governing Body is asked to consider and approve an ordinance changing drainage fees in the Code of Ordinances, Section 90-379.

1. Ordinance No. _____-2017, an ordinance establishing drainage fees in the City of Garden City, Kansas; amending current code section 90-379; repealing current code section 90-379; all to the code of ordinances of the City of Garden City, Kansas.

BACKGROUND:

At the July 18, 2017, the Governing Body directed staff to develop an ordinance that establishes new stormwater drainage fees to meet current and future operational and maintenance expenditures. The Governing Body approved new rates with an annual step increase of \$0.25 in the monthly fee starting January 1, 2018 and with the same annual step increase in 2019 through 2023.

The new rates will provide funding for the management and operation of the City's NPDES Permit requirements, fund the salary/benefits of the stormwater coordinator's position, manage and operate the City's Household Hazardous Waste Facility, expand maintenance activities on the City's current stormwater systems and restore the cash reserves for the utility to \$300,000 in 2027.

Enclosed for your review and consideration is the proposed amendments to the Code Section 90-379.

ALTERNATIVES:

1. Approve the proposed Ordinance amending Section 90-379.
2. Defer action to a later date.
3. Redirect staff with changes to the proposed ordinance.
4. Deny the request to amend the current Drainage Utility Ordinance.

RECOMMENDATION:

Staff recommends the consideration and approval of the proposed Ordinance.

FISCAL NOTE:

The new rates are projected to increase revenues from \$217,750 in 2017 to \$408,000 by 2023 which provides funding for the Stormwater Utility, to complete future small infrastructure projects and restore the cash reserve.

ATTACHMENTS:

Description	Upload Date	Type
Drainage Ordinance 2017	7/26/2017	Backup Material
Rate Analysis Worksheet Alternative One	7/27/2017	Backup Material

(PUBLISHED IN THE GARDEN CITY TELEGRAM ON THIS _____ DAY OF _____, 2017)

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING DRAINAGE FEES IN THE CITY OF GARDEN CITY, KANSAS; AMENDING CURRENT CODE SECTION 90-379; REPEALING CURRENT CODE SECTION 90-379; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

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

SECTION 1. That Section 90-379 of the Code of Ordinances of the City of Garden City, Kansas, is hereby amended to read as follows:

SECTION 90-379. Fee schedule established.

There is hereby imposed on all real property in the city, except undeveloped and exempt property as defined under this article, a drainage fee for the provision of drainage service by the drainage utility to the benefited real property. The drainage fee will be reasonably proportional to the amount of surface water runoff contributed to the drainage utility system by the benefited real property, as set forth in the following schedule:

Residential Property Fees
(per month, per dwelling unit)

2018	2019	2020	2021	2022	2023
\$1.75	\$2.00	\$2.25	\$2.50	\$2.75	\$3.00

Multi-family Residential Property Fees
(per month, per dwelling unit)

2018	2019	2020	2021	2022	2023
\$1.25	\$1.50	\$1.75	\$2.00	\$2.25	\$2.50

Commercial and Industrial Property Fees
(per month, per number of parking spaces)

<u>No. of Parking Spaces</u>	2018	2019	2020	2021	2022	2023
1-10	\$3.25	\$3.50	\$3.75	\$4.00	\$4.25	\$4.50
11-50	\$6.25	\$6.50	\$6.75	\$7.00	\$7.25	\$7.50
50-200	\$11.50	\$11.75	\$12.00	\$12.25	\$12.50	\$12.75
200+	\$22.75	\$23.00	\$23.25	\$23.50	\$23.75	\$24.00

SECTION 2. That Section 90-379, as previously existing and amended, be and the same, is hereby repealed, to be replaced as set forth herein.

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

SECTION 4. That this ordinance shall take effect following its publication in the Garden City Telegram, the official City newspaper.

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this 1st day of August, 2017.

Melvin L. Dale, MAYOR

ATTEST:

Celyn N. Hurtado, CITY CLERK

APPROVED AS TO FORM:

Randall D. Grisell, CITY ATTORNEY

ALTERNATIVE ONE

079 Drainage Utility

Rate Analysis

	2016 Actual	2017 Estimate	2018 Estimate	2019 Estimate	2020 Estimate	2021 Estimate	2022 Estimate	2023 Estimate	
	%	%	%	%	%	%	%	%	
RESIDENTIAL	\$ 1.50	\$ 1.50	\$ 1.75	\$ 2.00	\$ 2.25	\$ 2.50	\$ 2.75	\$ 3.00	
Count	7323	0.1% 7330	0.1% 7338	0.1% 7345	0.1% 7352	0.1% 7360	0.1% 7367	0.1% 7374	0.1%
Billings	\$ 131,814.00	\$ 131,945.81	\$ 154,090.72	\$ 176,279.78	\$ 198,513.07	\$ 220,790.65	\$ 243,112.58	\$ 265,478.94	
MULTI-FAMILY	\$ 1.00	\$ 1.00	\$ 1.25	\$ 1.50	\$ 1.75	\$ 2.00	\$ 2.25	\$ 2.50	
Count	2218	0.1% 2220	0.1% 2222	0.1% 2225	0.1% 2227	0.1% 2229	0.1% 2231	0.1% 2234	0.1%
Billings	\$ 26,616.00	\$ 26,642.62	\$ 33,336.57	\$ 40,043.89	\$ 46,764.59	\$ 53,498.69	\$ 60,246.22	\$ 67,007.18	
COMMERCIAL									
Count	\$ 3.00 437	\$ 3.00 0.1% 437	\$ 3.25 0.1% 438	\$ 3.50 0.1% 438	\$ 3.75 0.1% 439	\$ 4.00 0.1% 439	\$ 4.25 0.1% 440	\$ 4.50 0.1% 440	0.1%
Billings	\$ 15,732.00	\$ 15,747.73	\$ 17,077.10	\$ 18,409.12	\$ 19,743.78	\$ 21,081.09	\$ 22,421.06	\$ 23,763.68	
Count	\$ 6.00 353	\$ 6.00 0.1% 353	\$ 6.25 0.1% 354	\$ 6.50 0.1% 354	\$ 6.75 0.1% 354	\$ 7.00 0.1% 355	\$ 7.25 0.1% 355	\$ 7.50 0.1% 355	0.1%
Billings	\$ 25,416.00	\$ 25,441.42	\$ 26,527.98	\$ 27,616.68	\$ 28,707.54	\$ 29,800.56	\$ 30,895.73	\$ 31,993.06	
Count	\$ 11.25 85	\$ 11.25 0.1% 85	\$ 11.50 0.1% 85	\$ 11.75 0.1% 85	\$ 12.00 0.1% 85	\$ 12.25 0.1% 85	\$ 12.50 0.1% 86	\$ 12.75 0.1% 86	0.1%
Billings	\$ 11,475.00	\$ 11,486.48	\$ 11,753.47	\$ 12,020.99	\$ 12,289.03	\$ 12,557.60	\$ 12,826.69	\$ 13,096.31	
Count	\$ 22.50 24	\$ 22.50 0.1% 24	\$ 22.75 0.1% 24	\$ 23.00 0.1% 24	\$ 23.25 0.1% 24	\$ 23.50 0.1% 24	\$ 23.75 0.1% 24	\$ 24.00 0.1% 24	0.1%
Billings	\$ 6,480.00	\$ 6,486.48	\$ 6,565.11	\$ 6,643.89	\$ 6,722.82	\$ 6,801.91	\$ 6,881.14	\$ 6,960.53	
Total Billings	212,512.00	217,750.53	249,350.95	281,014.36	312,740.84	344,530.50	376,383.42	408,299.70	
Other Income	251.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	
Cash Balance 1/1	445,611.00	445,958.00	220,720.53	247,138.14	171,734.92	124,917.56	104,869.71	115,199.07	
Total Income	658,374.00	665,208.53	471,571.49	529,652.50	485,975.76	470,948.06	482,753.13	524,998.77	
Operating Expenses	212,416.00	444,488.00	224,433.35	357,917.58	361,058.20	366,078.35	367,554.06	368,840.90	
Cash Balance 12/31	445,958.00	220,720.53	247,138.14	171,734.92	124,917.56	104,869.71	115,199.07	156,157.87	

ALTERNATIVE ONE

Increase \$.25 per year on all accounts starting 2018 thru 2023 (6 years).

ALTERNATIVE ONE 079 Drainage Utility Rate Analysis									
	2024 Estimate	2025 Estimate	2026 Estimate	2027 Estimate	2028 Estimate	2029 Estimate	2030 Estimate	2031 Estimate	2032 Estimate
	%	%	%	%	%	%	%	%	%
RESIDENTIAL									
Count	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00
Billings	7382	0.1% 7389	0.1% 7397	0.1% 7404	0.1% 7411	0.1% 7419	0.1% 7426	0.1% 7434	0.1% 7441
	\$ 265,744.42	\$ 266,010.16	\$ 266,276.17	\$ 266,542.45	\$ 266,808.99	\$ 267,075.80	\$ 267,342.88	\$ 267,610.22	\$ 267,877.83
MULTI-FAMILY									
Count	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50
Billings	2236	0.1% 2238	0.1% 2240	0.1% 2243	0.1% 2245	0.1% 2247	0.1% 2249	0.1% 2252	0.1% 2254
	\$ 67,074.19	\$ 67,141.26	\$ 67,208.40	\$ 67,275.61	\$ 67,342.89	\$ 67,410.23	\$ 67,477.64	\$ 67,545.12	\$ 67,612.66
COMMERCIAL									
Count	\$ 4.50	\$ 4.50	\$ 4.50	\$ 4.50	\$ 4.50	\$ 4.50	\$ 4.50	\$ 4.50	\$ 4.50
Billings	441	0.1% 441	0.1% 441	0.1% 442	0.1% 442	0.1% 443	0.1% 443	0.1% 444	0.1% 444
	\$ 23,787.45	\$ 23,811.23	\$ 23,835.04	\$ 23,858.88	\$ 23,882.74	\$ 23,906.62	\$ 23,930.53	\$ 23,954.46	\$ 23,978.41
Count	\$ 7.50	\$ 7.50	\$ 7.50	\$ 7.50	\$ 7.50	\$ 7.50	\$ 7.50	\$ 7.50	\$ 7.50
Billings	356	0.1% 356	0.1% 357	0.1% 357	0.1% 357	0.1% 358	0.1% 358	0.1% 358	0.1% 359
	\$ 32,025.05	\$ 32,057.08	\$ 32,089.13	\$ 32,121.22	\$ 32,153.34	\$ 32,185.50	\$ 32,217.68	\$ 32,249.90	\$ 32,282.15
Count	\$ 12.75	\$ 12.75	\$ 12.75	\$ 12.75	\$ 12.75	\$ 12.75	\$ 12.75	\$ 12.75	\$ 12.75
Billings	86	0.1% 86	0.1% 86	0.1% 86	0.1% 86	0.1% 86	0.1% 86	0.1% 86	0.1% 86
	\$ 13,109.40	\$ 13,122.51	\$ 13,135.64	\$ 13,148.77	\$ 13,161.92	\$ 13,175.08	\$ 13,188.26	\$ 13,201.45	\$ 13,214.65
Count	\$ 24.00	\$ 24.00	\$ 24.00	\$ 24.00	\$ 24.00	\$ 24.00	\$ 24.00	\$ 24.00	\$ 24.00
Billings	24	0.1% 24	0.1% 24	0.1% 24	0.1% 24	0.1% 24	0.1% 24	0.1% 24	0.1% 24
	\$ 6,967.49	\$ 6,974.46	\$ 6,981.43	\$ 6,988.41	\$ 6,995.40	\$ 6,912.00	\$ 6,918.91	\$ 6,925.83	\$ 6,932.76
Total Billings	408,708.00	409,116.71	409,525.82	409,935.35	410,345.29	410,665.23	411,075.90	411,486.97	411,898.46
Other Income	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
Cash Balance 1/1	156,157.87	196,186.64	235,232.28	273,239.51	310,150.83	345,906.45	366,938.43	372,735.75	362,673.00
Total Income	566,365.87	606,803.35	646,258.10	684,674.86	721,996.12	758,071.69	779,514.33	785,722.73	776,071.46
Operating Expenses	370,179.22	371,571.07	373,018.60	374,524.02	376,089.67	391,133.25	406,778.58	423,049.73	439,971.71
Cash Balance 12/31	196,186.64	235,232.28	273,239.51	310,150.83	345,906.45	366,938.43	372,735.75	362,673.00	336,099.75



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Steve Cottrell, Assistant to the City Manager
DATE: August 1, 2017
RE: 2810 E, Highway 50 Annexation

ISSUE:

The Governing Body is asked to consider an annexation request from WindRiver Grain, LLC for property at 2810 E. Highway 50.

1. Ordinance No. _____ -2017, an ordinance annexing land to the City of Garden City, Finney County, Kansas, Pursuant to K.S.A, 12-520(a)(7).

BACKGROUND:

WindRiver Grain, LLC has requested to have a portion of their property located at 2810 E. Highway 50 annexed into the City of Garden City. The parcel is contiguous to City limits as it borders the limits on the north side. With this annexation, this parcel will be required to be serviced by all city utilities. Refer to the attached aerial of the property requested to be annexed.

The total land area of this property is 4.1 acres. The parcel is zoned I-3, Heavy Industrial District in the County and will need to be rezoned into an appropriate City zone before any additional development occurs. In addition, the northern portion of the parcel is in the proposed floodplain. Any development in the floodplain will be required to adhere to the floodplain regulations.

ALTERNATIVES:

1. The Governing Body may approve the proposed Annexation Ordinance.
2. The Governing Body may not approve the proposed Annexation Ordinance.

RECOMMENDATION:

Staff recommends the Governing Body approve the Annexation Ordinance.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Letter of request	7/27/2017	Backup Material
Annexation Ordinance	7/27/2017	Ordinance
Annexation map	7/28/2017	Backup Material



2810 E US Hwy 50
GARDEN CITY, KS 67846-8528
620-275-2101
FAX 620-276-4045
1-888-262-4062

July 27, 2017

Mayor and City Commissioners
City of Garden City
PO Box 998
Garden City KS 67846

Dear Honorable Mayor and Commissioners:

This is to request that a portion of our property at 2810 E US Highway 50 be annexed into the City of Garden City.

The legal description is: Tract C and the Tract designated Wind River Drive, Plat of WindRiver II.

We further request that all City utilities – water, wastewater, electric and solid waste – provide service to the property, which we currently are using at this location.

Thank you for your consideration.

Sincerely,

Robert A. Tempel, C.O.O.
Windriver Grain, LLC

ORDINANCE NO. _____-2017

**AN ORDINANCE ANNEXING LAND TO THE CITY OF
GARDEN CITY, FINNEY COUNTY, KANSAS, PURSUANT TO
K.S.A. 12-520(a)(7).**

WHEREAS, the following described land adjoins the City of Garden City, Kansas, and is generally located in Section 22, Township 24 South, Range 32 West of the 6th P.M., Finney County, Kansas; and

WHEREAS, WINDRIVER GRAIN, LLC, (Owner) is the owner of the following described land; and

WHEREAS, the Owner has requested and consented in writing to annexation of the following described land; and

WHEREAS, the Governing Body of the City of Garden City, Kansas, finds it advisable to annex the following described land.

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

SECTION 1. That the following described land is hereby annexed and made a part of the City of Garden City, Finney County, Kansas:

A parcel of land located in Section 22, Township 24 South, Range 32 West of the 6th P.M., Finney County, Kansas, more particularly described as follows:

Tract C and the tract designated Windriver Drive, Plat of Windriver II, described as Beginning at the Northwest corner of said Tract C; thence S 1°54'22" W 69.00 feet, said point being on the South right-of-way line of US-50/400; thence S 43°52'27" W 93.54 feet; thence S 45°00'00" E, 220.47 feet to the West line of Tract B, Plat of Windriver II; thence N 00°00'00" E, 84.85 feet to the Northwest corner of said Tract; thence S 90°00'00" E, 837.80 feet, to the Southeast corner of said Tract C; thence N 17°13'16" W, 241.56 feet to the Northeast corner of said Tract, said point also being on the South right-of-way line of US-50/400; thence N 88°27'09" W, 812.52 feet along said line; thence N 68°29'34" W, 58.08 feet to the Point of Beginning. Said tract being annexed contains 4.1 acres, more or less.

SECTION 2. This annexation is made pursuant to K.S.A. 12-520(a)(7). No resolution, notice or public hearing is required pursuant to K.S.A. 12-520a(f).

SECTION 3. This ordinance shall be in full force and effect from and after its publication, in the Garden City Telegram, the official city newspaper.

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, this 1st day of August, 2017.

Melvin L Dale, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

APPROVED AS TO FORM:

Randall D. Grisell, City Counselor





MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Steve Cottrell, Assistant to the City Manager
DATE: August 1, 2017
RE: KDOT Fund Exchange Project - 2017

ISSUE:

Staff requests direction from the Governing Body relating to a project to use the available funds from the KDOT Federal Fund Exchange program.

BACKGROUND:

On March 21st, the Governing Body authorized submission of the 2017 Fund Exchange Request. KDOT advised that Garden City was eligible for \$306,920.75 in FFY 2017, or \$272,228.68 in state exchange funds. This amount combined with carryover from previous years provided the City with \$422,407.01 in funding. At KDOT's suggestion, we have submitted the 2017 Crack Sealing and Street Sealing expenditures for this amount and have received the funds.

KDOT subsequently advised that the City still had \$200,000.01 that had been previously allocated towards additional costs related to the Bypass widening and reconstruction for the Schulman Crossing development had been returned to our account. We then submitted the 2016 Street Sealing expenditures and have also received those funds. Therefore, we have a total of \$622,407.02 in available funds.

These funds must be used for road or bridge projects and may be used for all phases of a project – design engineering, right-of-way acquisition, utility relocations, construction, and construction inspection. Funds can be “stockpiled” for up to three years, to cover more expensive projects. Our carryover funds must be used by the end of 2018.

Past usage of these funds has been primarily used for local street reconstruction however we did include some sidewalks in 2011. We had three years of street reconstruction in the Labrador Ridge subdivision, 2011 through 2013, before shifting to other streets and neighborhoods. In 2014, we did the modified slurry seal on major streets, and in 2015 we reconstructed Emerson Ave. and part of John St. by the Neighborhood Walmart.

2017 and 2018 CIP projects include:

	<u>Fund Exchange</u>	<u>Other</u>
	<u>Eligible Cost</u>	<u>Estimated Cost</u>
<u>Option 1</u>		
Eighth St. - Walnut to Pine	\$ 515,000	
Eighth St. - Walnut to Pine - watermain replacement		\$ 215,000 #
Eighth St. - Walnut to Pine - street lights		\$ 41,500 #
# Additional utility costs required due to street project		

<u>Option 2</u>	
Campus Dr. - Mary to Bypass (multi-year project)	\$ 1,700,000

<u>Option 3</u>	
Pearly Jane Ave. - Labrador to Windy View	\$ 235,000
Easy St.	\$ 140,000
Shamus St. - south block	\$ 140,000
Total	\$ 515,000

Engineering costs for any project using these funds are not included in the estimates but would be eligible expenditures.

ALTERNATIVES:

1. Approve Eighth Street from Walnut Street to Pine Street.
2. Approve Pearly Jane Avenue from Windy View Drive to Labrador Boulevard, Easy Street and the south block of Shamus Street.
3. Defer action until a later date.

RECOMMENDATION:

Staff recommends Alternative 1 or 2.

FISCAL NOTE:

The fund exchange program allows the City to avoid debt financing or do additional projects. KDOT funds of \$622,407.02 been received and are available from Fund # 032, Special Trafficway.

ATTACHMENTS:

Description	Upload Date	Type
Locations map	7/28/2017	Backup Material



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Staff
DATE: August 1, 2017
RE: GCRC request to enter into a lease

ISSUE:

The Governing Body is asked to consider and approve a request from the Garden City Recreation Commission to approve their entering into a lease agreement with Everett Miller for the use of property at 1609 N. VFW Road. The City is not party to the agreement, however, K.S.A. 12-1928(h) requires the lease to be subject to City approval.

BACKGROUND:

Garden City Recreation Commission (GCRC) Superintendent Aaron Stewart advises staff that it is their intent to purchase a business, GC Gymnastics. In addition to purchasing the business, GCRC intends to lease real property from Mr. Everett Miller. KSA 12-1928(h) provides any lease for real or personal property entered into by a recreation commission, not to exceed ten (10) years, is subject to approval of the city or school district to which the recreation commission certifies its budget.

As such, GCRC has submitted a lease to the City Commission for its consideration and approval. The City does not become a party to the lease. The statute is silent as to what happens if the City Commission is never asked or if the City Commission denies the request to approve the lease, and City Attorney Grisell advises there is no case law or Attorney General Opinions to look to for guidance on that issue.

ALTERNATIVES:

1. Approve the lease.
2. Deny the lease.

RECOMMENDATION:

Staff has no recommendation. The Recreation Commission voted unanimously to approve the lease, subject to City Commission approval.

FISCAL NOTE:

There is no fiscal note to the City.

ATTACHMENTS:

Description	Upload Date	Type
Commercial Lease - 1609 N. VFW Road	7/27/2017	Backup Material

COMMERCIAL LEASE

This lease, made and entered into this ____ day of _____, 2017, by and between Miller Enterprises, Inc., of Garden City, a Kansas corporation, hereinafter referred to as “Lessor” and Garden City Recreation Commission, of Garden City, Kansas, hereinafter collectively referred to as “Lessee”, and subject to the approval of the Garden City City Commission.

WITNESSETH:

1. Lessor, for and in consideration of the rent, covenants and conditions hereinafter mentioned to be paid, has this day rented to Lessee the premises located at 1609 N. VFW Road, Garden City, Kansas 67846. The rental of the premises shall be on a month to month basis and may be terminated by providing advance notice of at least thirty (30) days to become effective on the last day of the next rental period.
2. The monthly rent for the Premises shall be one thousand four hundred fifty dollars (\$1450.00) due on the 1st day of each calendar month. Said payment shall not be considered late until five (5) days thereafter. Rental payment shall be made payable to Miller Enterprises, Inc., of Garden City and sent to the aforementioned Lessor address.
3. The Lessee shall have the right to use leased premises for business operations only. Further, Lessee shall:
 - a. Keep and maintain the leased premises, the improvements thereon and all appurtenances thereto belonging in good condition and repair, ordinary wear and tear excepted; and
 - b. Keep the same free from filth, nuisance or danger of fire; and
 - c. In all respects and at all times use and maintain said premises in the manner which will fully meet and comply with all health and police regulations, resolutions, ordinances of any governmental entity which may now or hereafter be applicable to the premises, including such resolutions of the County of Finney and the laws of the State of Kansas or the Federal Government presently in effect or prospectively applied to this property; and
 - d. Not cause or permit to be caused, any act that may lead to a need for removal, restoration or remediation of the subject property for any hazardous waste as defined by 40 C.F.R. 302.4(a)(1987) as amended. In this regard, the parties agree that an environmental assessment was completed on the subject property prior to execution of this lease and that there are no environmental concerns presently existing. Lessee shall be liable to Lessor to the full extent of damage to the real estate for remediation, removal or restoration costs in the event of environmental damage to the subject real estate. In addition, Lessee shall indemnify and hold Lessor harmless for any and all costs, including but not limited to all civil court costs, administrative agency costs, environmental study, removal, remediation and restoration costs Lessor may incur as a result of Lessee’s use of the subject property, and further indemnify Lessor for all damages of any kind as a result of any environmental damage including the costs of attorney’s fees to enforce this

- lease or defend any administrative or civil action regarding any environmental concerns; and
- e. Lessee shall not store upon, buy, sell or offer to sell any hazardous material as defined by 40 C.F.R. 302.4(a)(1987) (or as amended). Lessee shall not operate, or attempt to operate, upon or under the subject property, any underground tank storage of any material of any kind; and,
 - f. Lessee shall use this property for storage and Recreation Commission purposes. All operations of this leasehold shall be in compliance with the special use acquired from the Board of Zoning Appeals, Finney County, Kansas on September 12, 1995, and in particular that the operations shall not be lighted beyond 10:30 p.m. local time.
4. Lessee shall have no right to assign this lease, or any interest herein, without the prior written consent of Lessor; provided; however, that no assignment or sublease hereof given the consent of Lessor shall discharge Lessee from the performance of any of its duties, obligations or undertakings under this lease.
 5. All utilities and utility services used in, on or about the leased premises and the improvements from time to time thereon shall be paid by Lessee and shall be contracted for in Lessee's own name.
 6. Lessor will maintain in good repair the exterior walls, windows, doors, roof, structural floors, and shall furnish repairs to the heating, plumbing, sewer lines, septic system, water system and related fixtures, except as such items may be damaged by the actions of Lessee, its agents, invitees or employees. Lessee shall furnish all interior repairs and decoration, and shall maintain the premises in as good a condition as at the inception of this lease, ordinary wear and tear excepted.
 7. Lessor shall be responsible for any and all property and ad valorem taxes upon the property.
 8. Lessee agrees that it will not construct, alter or improve the existing building situated on the demised premises except as provided in this paragraph. The plans and specifications for any such building improvements, additions, alterations or other modifications of the demised premises shall be submitted to the Lessor for its written approval prior to commencement of any such construction or alterations. The written consent of the Lessor shall not be unreasonably withheld. However, it is agreed that no building additions, alterations or other improvement may be made on the demised premises if any part of this agreement is in default. Lessee agrees that all work undertaken pursuant to the authority of this paragraph, shall be performed in a workmanlike manner of a quality at least equal to the original construction and in strict compliance with all applicable laws, ordinances and governmental regulations, and, when commenced shall be prosecuted to completion with diligence. Upon the termination of this lease all improvements then on the leased premises shall remain with and be surrendered to Lessor as part of the leased premises. The construction of any and all improvements, alterations and additions in and to any buildings or improvements from time to time on the leased

premises shall be at the sole cost and expense of Lessee. Lessee agrees that in the event any supplier, builder or other person makes any claim against the real estate for the payment of goods or services incorporated therein at the request of Lessee, and that Lessee shall, prior to thirty (30) days from the date of delivery of goods or services incorporated herein, promptly discharge any such claims prior to their being filed of record after thirty (30) days from the date of delivery of goods or services incorporated in the subject property, shall be considered an element of default of this agreement entitling Lessor to declare forfeiture and termination of this lease as provided herein.

9. In the event the Premises or any common area providing a necessary egress/access to the Premises are damaged by fire or other casualty which materially interferes with the Lessee's use of or access to the Premises, the Lessor may terminate this Agreement. If the Landlord has not exercised the option to terminate, the rent shall be reduced to the fair rental value of the Premises until said Premises are restored to its former condition. If the Lessor has not restored the Premises or egress/access within ten (10) days, the Lessee may give notice of termination of this Agreement to become effective at the end of the then current month.

The Lessee shall have the obligation to procure and maintain any renter's insurance coverage on personal property of the Lessee from fire or casualty.

10. Lessor shall not be liable to Lessee or Lessee's employees, agents, licenses, tenants, visitors, or to any other person whomsoever, for any loss or damage that may be occasioned by or through the acts or commissions of any other person whatsoever, excepting only the willful misconduct or negligence of duly authorized employees and agents of Lessor or for any loss or damage to any property of any of the foregoing brought and stored upon the leased premises, or other loss or damage to property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, insurrection, war, court order, requisition or order of governmental authority, or any other matter beyond the control of Lessor, to the extent permitted by law.
11. Lessor and Lessee hereby waive any rights each may have against the other on account of any loss or damage occasioned to Lessor or Lessee, as the case may be (whether or not such loss or damage is caused by the fault of the other party), to their respective property, the leased premises or its contents arising from any risks covered by the standard form of fire and extended coverage insurance used in the State of Kansas at the time of the loss or damage. If a party waiving rights under this paragraph is carrying a fire and extended coverage insurance policy in the standard form used in the State of Kansas and an amendment to such standard form is passed, such amendment shall be deemed not a part of such standard form until it applies to the policy being carried by the waiving party. The parties hereto each, on behalf of their respective insurance companies insuring against the property of either Lessor or Lessee against any such loss, waive any right of subrogation that it may have against the other party. Each party to this lease agrees to immediately give to each insurance company written notification of the terms of the mutual waivers contained in this paragraph, and to have said insurance policies properly

endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waivers.

12. In case of loss or damage to any of the improvements on the demised premises during the terms of this lease, all insurance money which shall be received on the aforesaid insurance policies in payment of such loss shall be applied as hereinafter provided in payment of the costs of such repairing or rebuilding, after deducting all costs and expenses of collection, including attorney fees.

At the option of Lessor, should Lessor choose not to repair or rebuild the improvements in conformity with the requirements of this lease, and in the event of loss or damage, as aforesaid, the Lessor may, at its election, after terminating this lease and ending all of the rights of the Lessee hereunder, repair or rebuild the said improvements, in which case it shall be entitled to have all of the said insurance money paid out from time to time as reimbursement to the Lessor for the expense of repairing or rebuilding said improvements.

13. In the event any building or improvement existing or hereafter erected on the demised premises is damaged or so injured by fire or any other cause or causes as to be or become untenable or unfit for occupancy, Lessee shall have the right at any such time or times to quit or surrender possession of the demised premises or any portion thereof and the obligation to pay rentals and to provide insurance thereon, shall be reduced ratably. If, however, any building or improvement is damaged by fire or other cause or causes which does not substantially diminish Lessee's ability to utilize the premises as originally provided herein, and Lessee does not surrender such damaged portion of the demised premises, Lessee shall not be released from any of its obligations under this lease; nor, shall the rent reserved under this lease cease or be withheld or any way be diminished by reason thereof.
14. If Lessee shall fail or neglect to pay any installment of rent or default in any other provision of this lease, or shall neglect to perform or observe any other covenant or condition herein contained on Lessee's part to be performed or observed within five (5) days after written notice given by Lessor, to cure said default, said Lessor may, at its sole discretion and election, declare the lease forfeited without further notice to the Lessee or any other person, provided; however, if any default for which notice has been given as aforesaid is remedied within the five (5) day period as hereinabove provided for said default, this lease shall remain in full force and effect the same as though such default had not occurred. If any default, other than in the non-payment of rent or other monies or in the maintenance of insurance required under the provisions of this lease for which notice has been given as aforesaid, is not or cannot, because of its nature, be completely cured within said grace period, such default shall be deemed to have been cured for the purpose of this paragraph if the correction thereof shall be commenced within said grace period and shall, when commenced, be prosecuted to completion with due diligence and not later than thirty (30) days from the date of the notice thereof.

If at any time during the duration of this lease, (a) Lessee or any partner thereof files a voluntary petition under the Bankruptcy Act as amended; (b) an involuntary petition under the Bankruptcy Act as amended is filed against Lessee or any partner thereof and after full hearing, Lessee or any of its partners, is adjudged to be bankrupt or insolvent; (c) Lessee makes an assignment for the benefit of creditors; (d) a receiver, after full hearing, is appointed (or his prior appointment is confirmed) to take charge of Lessee's business; (e) Lessee vacates or abandons the leased premises, or (f) any execution attachment shall issue against Lessee whereupon the leased premises shall be taken or attempted to be taken and the same is not released prior to judicial sale thereunder, this lease, at Lessor's option, shall terminate forthwith upon the giving of written notice of such termination to Lessee or, as the case may be, to the trustee in bankruptcy or receiver of Lessee or any partner thereof. If Lessor elects to and does terminate this lease pursuant to the above and foregoing, Lessee, notwithstanding such termination, shall be and remain liable to Lessor for all losses and damages, including loss of rents sustained by Lessor to the full end of the term of this lease. Upon termination of this lease in the manner aforesaid by the Lessor, all rights granted to Lessee hereunder shall cease and terminate and Lessee hereby covenants to yield up and surrender peaceably and quietly to the Lessor the demised premises thereon, which said premises, improvements, fixtures, furnishing and equipment shall thereupon and the rafter be and belong to Lessor free and clear of any claim whatsoever of Lessee or any person or persons claiming by through or under Lessee. Lessee further agrees to execute and deliver to Lessor such instrument or instruments as shall be required by Lessor as will properly evidence termination of Lessee's rights hereunder or its interests herein.

15. If the demised premises should be abandoned or vacated by Lessee before the end of the term of this lease, and if within ten (10) days after written notice to Lessee from Lessor alleging such abandonment or vacation, Lessee fails to resume possession, then and in such event, Lessor may at its option without terminating the lease, enter the demised property and take possession of all improvements, fixtures and equipment, and make alterations to said improvements in such manner as Lessor may deem desirable or advisable at its sole discretion and relet the demised premises and improvements thereon or any part or parts thereof for the whole or any part of the remainder of the leased term in the Lessor's name, or as agent of Lessee, and collect the rent arising therefrom and pay out any rent so collected to themselves the expenses and costs of repossession the demised premises and improvements therein, and second, pay to themselves any costs or expenses sustained in securing any new tenant or tenants, and pay third, to themselves any balance remaining on account of the liability of Lessee or "Lessor for rent, repossession expenses in finding a new tenant or including reasonable attorney's fees therefore. If there remains any deficiency balance to be paid by Lessee on the date hereinabove set forth for payment of rent, Lessee agrees to be and remain liable for any such deficiency and the liability of Lessee shall remain, whether or not there be a reletting of the demised premises.
16. The Lessee, upon the event of default for any reason as set forth in this agreement, hereby assigns to Lessor, all of Lessee's right, title and interest to all rents, profits, sublease agreements or rental agreements with third parties regarding the demised premises and

hereby grants to Lessor, in such event of default, full right and authority in the premises to contact all such sublessees of Lessee, informing them of the substance of this agreement and the assignment hereof and the declaration of default and demanding payment directly to Lessor.

17. If at any time, during the life of this lease the whole or any part of the leased premises is taken by any public or quasi-public authority having the power of eminent domain, it is agreed that: (a) this lease shall terminate on the date Lessee is required to surrender possession of the leased premises to the condemning authority; (b) that all rent paid in advance hereunder that is not actually earned as of said date of termination shall on said date be refunded to Lessee; and, (c) that all awards paid on account of such taking shall be aggregated and distributed to and between Lessor and Lessee as follows:

Lessor shall receive and take out of said aggregate award as Lessors' sole, separate and absolute property an amount equal to the sum of:

- i) The then present value of all monthly installments of rent herein reserved which, except for such taking, would have been required to have been paid by Lessee to the full end of the stated term hereof, plus
- ii) What should have been, except for such taking, then the present value of the landlord's reversionary interest in the leased premises upon the expiration of the stated term hereof from any condemnation award, and
- iii) Lessee shall receive and take the remaining balance of any said aggregate award as its sole, separate and absolute property. Lessee shall continue to make payments to the date the Lessee is required to surrender possession thereof to the condemning authority and shall not be entitled to any aggregate award hereof unless and until all payments as provided herein have been paid.

18. Upon the termination of this lease for any cause, Lessee shall, and does hereby covenant and agree, to surrender and deliver to Lessor immediate possession of the whole of the leased premises in good, clean condition and state of repair. If possession be not immediately surrendered, Lessor, may, with or without process of law, reenter said premises and repossess the same or any part thereof, expel and remove therefrom, using such force as may be required, all persons and property without being deemed guilty of any wrongful act and without prejudice to any other remedy available to Lessor.

19. The Lessor hereby covenants that the Lessee, upon paying the rent to be required hereunder and fully complying with all of the terms, covenants and conditions of this lease in accordance with the terms hereof at the times set forth, shall and may peaceably and quietly have, hold, occupy and enjoy the demised premises for the entire term of this lease.

20. All notices, demands and requests hereunder, by or to the Lessor or to the Lessee, shall be in writing by United States registered or certified mail, postage prepaid, return receipt requested, addressed, unless otherwise specified in writing as follows, to-wit:

Lessor: Miller Enterprises, Inc., of Garden City
c/o Mr. Everett Miller
PO Box 642
Garden City, Kansas 67846

Lessee: Garden City Recreation Commission
Attn: Mr. Aaron Stewart
310 N. Sixth St.
Garden City, Kansas 67846

21. No amendment or modification of this lease shall become effective or binding upon either party hereunto until reduced to writing, duly signed, acknowledged and delivered by both parties hereto. The acceptance of rent by Lessor shall not be deemed to be a waiver by Lessor of any break of any of the conditions or covenants herein contained and no waiver of any breach or breaches of any covenant or condition herein contained shall operate as a waiver of any subsequent breach of the same covenant or condition of this lease agreement. The rights and remedies reserved by the Lessor and Lessee hereunder shall be deemed cumulative and not exclusive of any other right or remedy which they or each of them may have at law or in equity. The covenant and conditions contained herein shall run with the premises hereby leased and shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, executors, administrators or trustees. This lease shall be interpreted according to the laws of the State of Kansas and time is of the essence of this agreement. The parties hereto further agree that this written agreement constitutes their entire understanding of the promises and agreements between the parties with regard to the demised premises. Each party hereto agrees and affirms that there have been no other oral representations or other writings which form the basis of any promises or agreements or conditions of this agreement and this writing constitutes the entire agreement of the parties.
22. In the event there is litigation between the parties hereto and the parties are required to resort to attorneys to enforce or defend any of their rights hereunder, the losing party in such litigation shall pay to the prevailing party its reasonable attorney's fees together with all court costs and other expenses paid by the prevailing party.
23. In the event sufficient funds shall not be budgeted and appropriated by Lessee for payments required to be paid under paragraph 2, Lessee may terminate this Lease at the end of the fiscal year in which funds were last budgeted and appropriated for payments, and Lessee shall have no further rights or obligations under this Lease. Lessee shall notify Lessor at least thirty (30) days prior to the expiration of the fiscal year then in effect, if funds are not going to be available during the ensuing term for the payments required by this Lease by reason of non-appropriation of funds. Failure of Lessee to appropriate funds for continuation of this Lease shall not constitute an element of default under this Lease.
24. Lessee shall submit this Amendment of Commercial Lease and the Commercial Lease to the City of Garden City for approval pursuant to K.S.A. 12-1928(h).

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

Miller Enterprises, Inc., of Garden City

By: _____
Everett Miller, President
“Lessor”

Garden City Recreation Commission

By: _____
Jamie Warren, President
“Lessee”

STATE OF KANSAS, COUNTY OF FINNEY, ss:

BE IT REMEMBERED that on this ____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid came **EVERETT MILLER**, President for and on behalf of Miller Enterprises, Inc., of Garden City, Lessor herein, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for and on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on the day and year last above written.

Notary Public

My commission expires:

STATE OF KANSAS, COUNTY OF FINNEY, ss:

BE IT REMEMBERED that on this ____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid came **JAMIE WARREN**, President for and on behalf of the Garden City Recreation Commission, Lessee herein, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for and on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on the day and year last above written.

Notary Public

My commission expires:



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: August 1, 2017
RE: Great Plains Development Semi- Annual report

ISSUE:

The Governing Body is asked to consider and approve the semi-annual report for the Community Development Block Grant Revolving Loan Fund on behalf of Great Plains Development, Inc.

BACKGROUND:

The Community Development Block Grant (CDBG) program is a flexible program that provides communities with resources to address a wide range of unique community development needs. Great Plains Development Inc., manages these accounts for the City of Garden City and is required to send a semi-annual report to the Kansas Department of Commerce.

ALTERNATIVES:

1. Approve the semi-annual report.
2. Deny the semi-annual report.

RECOMMENDATION:

Staff recommends approval of the semi-annual report for the period ending June 30, 2017.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
GPDI - Semi-Annual report ending 06-30-17	7/27/2017	Backup Material

Great Plains Development, Inc.

July 19, 2017

Melinda Hitz
City of Garden City
P. O. Box 998
Garden City, KS 67846

Description: Semi-Annual Report
Reference # CDBG #87-BF-206
Period Ending: 06/30/2017

Dear Melinda:

Enclosed please find the Semi-Annual reports for the period ending June 30, 2017 for the above listed grant.

Please have the chief elected official sign the front page and mail to Debbie Beck, Kansas Department of Commerce, 1000 S. W. Jackson Street, Suite 100, Topeka, Kansas 66612-1354.

In your cover letter to Ms. Beck, you may want to include projects that are currently in process. Those projects are listed on the attached memo.

I have included a copy of the report for your files.

Please send us a copy of the signed page and a copy of your cover letter so we can have them for our files.

If you have any questions, please contact me at 620-227-6406.

Sincerely,



Faye Trent
Executive Co-Director

Enclosures

File # 520600GC

Web Site: www.gpdionline.com
Phone: 620-227-6406 – FAX: 620-225-6051 – e-mail: gpdi@gpdionline.com
100 Military Plaza, Suite 128, P. O. Box 1116, Dodge City, Kansas 67801
An EDA Economic Development District and SBA Certified Development Company
An Equal Opportunity Lender, Provider and Employer

Serving Counties of Barber, Barton, Clark, Comanche, Edwards, Finney, Ford, Grant, Gray, Greeley, Hamilton, Haskell, Hodgeman, Kearny, Kiowa, Lane, Meade, Morton, Ness, Pawnee, Pratt, Rush, Scott, Seward, Stafford, Stanton, Stevens and Wichita.



100 Military Avenue • Suite 128
P.O. Box 1116
Dodge City, KS 67801-1116
620-227-6406 • fax 620-225-6051
gpd@gpdionline.com • www.gpdionline.com

Date: July 19, 2017
To: Melinda Hitz, Finance Director
Re: Semi-Annual Report
From: Faye Trent & Bob Wetmore
Co-Directors

At this time we have no eligible prospects for the City's CDBG/RLF fund.

We will continue notifying the banks about the available funds and ask for their participation in the CDBG/RLF program.

Program Income Report for Economic Development

A. GRANTEE NAME: City of Garden City

B. GRANT NUMBER: 87-BF-206

C. SEMI-ANNUAL--FOR PERIOD ENDING: JUNE 30, 2017 OR DECEMBER 31, 20____

ACCOUNT BALANCES

1) BALANCE BROUGHT FORWARD	<u>\$350,641.02</u>
2) PLUS: ALL DEPOSITS THIS PERIOD	<u>\$30,302.26</u>
3) INTEREST ON BANK ACCOUNT EARNED THIS PERIOD	<u>\$130.14</u>
4) *OTHER INCOME	<u>\$0.00</u>
5) SUBTOTAL	<u>\$381,073.42</u>
6) MINUS: ALL LOANS MADE DURING PERIOD	<u>\$0.00</u>
7) ADMINISTRATIVE FEES	<u>\$527.97</u>
8) *OTHER LOSSES (include funds returned to state)	<u>\$8,233.51</u>
9) TOTAL	<u>\$372,311.94</u>

*EXPLANATION OF LOSS OR INCOME: Other Losses - \$8,233.51 for legal fees to collect TekVet Technologies

10) NAME AND ADDRESS OF BANK OF DEPOSIT: Commerce Bank

P.O. Box F

Garden City, KS 67846

CERTIFICATION: I certify to the best of my knowledge and belief that the information contained in this report is true and correct.

SIGNATURE: _____ DATE: _____

TYPED NAME: Melvin Dale

TITLE: Mayor

PREPARER'S NAME: Faye Trent, Great Plains Development, Inc.

PREPARER'S EMAIL ADDRESS: ftrent@gpdionline.com

PREPARER'S PHONE NUMBER: 620-227-6406

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-015
 C. NAME OF COMPANY: Estes Enterprises, Inc. (A & W Drive-In)
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: June 30, 2017
 E. GRANT AMOUNT TO BE REPAYED: \$150,000.00 F. FREQUENCY OF PAYMENT: Monthly
 G. TERM OF REPAYMENT: 120 MOS. H. INTEREST RATE: 7%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 8/1/2009
 J. DUNS NUMBER: #010970522 (Required after 3/10/08)

1 CURRENT PERIOD INFORMATION:

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: 12/20/2016
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: 5/22/2017
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: 6
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ 2,087.28
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ 8,339.88
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ 186.93

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 86
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 52,621.96
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 95,251.88
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 1,700.79
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 60,738.86

3 JOB INFORMATION:

	PROPOSED	ACTUAL
a. NUMBER OF JOBS RETAINED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
c. NUMBER OF JOBS CREATED WITH THIS PROJECT:	<u>30</u>	<u>0</u>
d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT:	<u>16</u>	<u>0</u>
e. NUMBER OF BASE JOBS:	<u>0</u>	<u>0</u>

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

IS THIS LOAN CURRENT? ☒ YES ☐ NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) Business was closed the end of May 2011 due to change in
leasor. Payments are being kept current while client looks for new location. 6/30/12 -Was not able to find a good location for a good
price, moved A&W equipment to Long John Silvers, Garden City & remodeled store. 12/31/14 -Client granted 3 month payment deferral.
Payments to start again 3/1/15.

Kansas Department of Commerce & Housing

03/95 (Rev)

Small Cities Community Development Block Grant Program

VI-7

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-016
 C. NAME OF COMPANY: Sinfully Sweet Bakery, LLC
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: June 30, 2017
 E. GRANT AMOUNT TO BE REPAYED: \$25,000.00 F. FREQUENCY OF PAYMENT: Monthly
 G. TERM OF REPAYMENT: 84 MOS. H. INTEREST RATE: 7%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 1/1/2010
 J. DUNS NUMBER: 831891242 (Required after 3/10/08)

1 CURRENT PERIOD INFORMATION:

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: _____
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: _____
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: _____
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ _____
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ _____
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ 9.38

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 24
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 523.15
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 4,128.31
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 1,000.56
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 28,075.77

3 JOB INFORMATION:

	PROPOSED	ACTUAL
a. NUMBER OF JOBS RETAINED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
c. NUMBER OF JOBS CREATED WITH THIS PROJECT:	<u>3</u>	<u>0</u>
d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT:	<u>2</u>	<u>0</u>
e. NUMBER OF BASE JOBS:	<u>0</u>	<u>0</u>

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

IS THIS LOAN CURRENT? ☐ YES ☒ NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) 6/30/12 -Borrower filed individual bankruptcy this period, loan is
in LLC. 6/30/14 -City obtained and sold equipment for \$1,500. 12/31/14 -Payments being received from bankruptcy trustee.
Per bankruptcy court, there will be no more payments after June 9, 2016.

Kansas Department of Commerce & Housing

03/95 (Rev)

Small Cities Community Development Block Grant Program

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Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-019
 C. NAME OF COMPANY: TekVet Technologies Co.
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: June 30, 2017
 E. GRANT AMOUNT TO BE REPAYED: \$60,000.00 F. FREQUENCY OF PAYMENT: Full payment by 3/31/12
 G. TERM OF REPAYMENT: 9 MOS. H. INTEREST RATE: 4%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: By 3/31/12
 J. DUNS NUMBER: 31793358 (Required after 3/10/08)

1 CURRENT PERIOD INFORMATION:

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: 6/1/2017
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: 6/1/2017
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: 1
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ 2,586.70
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ 9,863.70
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ 0.00

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 1
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 2,586.70
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 9,863.70
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 224.30
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 72,439.10

3 JOB INFORMATION:

	PROPOSED	ACTUAL
a. NUMBER OF JOBS RETAINED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
c. NUMBER OF JOBS CREATED WITH THIS PROJECT:	<u>50</u>	<u>0</u>
d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT:	<u>26</u>	<u>0</u>
e. NUMBER OF BASE JOBS:	<u>0</u>	<u>0</u>

Actual is through XX/XX/XX, (Complete or Not Complete)

No further updating after XX/XX/XX

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

LOCAL REVOLVING LOAN PROGRAM CLOSE-OUT CERTIFICATE Completed: 6/30/2012 To KDOC: 7/18/2012
 Original to KDOC, copy to Borrower's File (under Approval in Section 5) - Required for loans approved after 1/1/11.

IS THIS LOAN CURRENT? ☒ YES ☐ NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) Through legal proceedings, loan was restructured to roll past due interest into principal for a balance to \$75,000 in July 2016 with monthly payments to begin 8/1/16. However, payments were being applied to rent instead of loan. Funds have been transferred with legal fees in the amount of \$8,233.51 being recorded as an expense to the RLF fund.

Kansas Department of Commerce & Housing

03/95 (Rev)

Small Cities Community Development Block Grant Program

VI-7

Grant/Local Loan Collection Report

A. GRANTEE NAME: City of Garden City B. GRANT NUMBER: 87-BF-206-020
 C. NAME OF COMPANY: Robinson Discount Furniture, Inc.
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: June 30, 2017
 E. GRANT AMOUNT TO BE REPAYED: \$100,000.00 F. FREQUENCY OF PAYMENT: Monthly
 G. TERM OF REPAYMENT: 84 MOS. H. INTEREST RATE: 6.50%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 5/11/2016
 J. DUNS NUMBER: 31244627 (Required after 3/10/08)

1 CURRENT PERIOD INFORMATION:

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: 1/11/2017
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: 5/11/2017
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: 5
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ 2,446.40
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ 4,978.30
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ 331.66

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 16
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 8,007.34
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 12,669.11
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 543.69
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 114,340.82

3 JOB INFORMATION:

	PROPOSED	ACTUAL
a. NUMBER OF JOBS RETAINED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
c. NUMBER OF JOBS CREATED WITH THIS PROJECT:	<u>4</u>	<u>6</u>
d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT:	<u>3</u>	<u>6</u>
e. NUMBER OF BASE JOBS:	<u>0</u>	<u>0</u>

Actual is through XX/XX/XX, (Complete or Not Complete)

No further updating after XX/XX/XX

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

LOCAL REVOLVING LOAN PROGRAM CLOSE-OUT CERTIFICATE Completed: _____ To KDOC: _____
 Original to KDOC, copy to Borrower's File (under Approval in Section 5) - Required for loans approved after 1/1/11.

IS THIS LOAN CURRENT? ☒ YES ☐ NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) June payment was received on 6/2/17 but check was misplaced
and not recorded by city until July 2017.

Great Plains Development, Inc.

July 19, 2017

Melinda Hitz
City of Garden City
P. O. Box 998
Garden City, KS 67846

Description: Semi-Annual Report
Reference # CDBG #87-BF-206
Period Ending: 06/30/2017

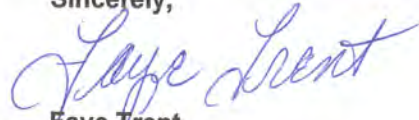
Dear Melinda:

Enclosed is the Portfolio Loan List for the period ending June 30, 2017.

This report provides you with an overview of all the projects included in your revolving loan fund.

If you have any questions please contact me at 620-227-6406.

Sincerely,



Faye Trent
Executive Co-Director

Enclosures

File # 520600GC

Web Site: www.gpdionline.com
Phone: 620-227-6406 – FAX: 620-225-6051 – e-mail: gpd@gpdionline.com
100 Military Plaza, Suite 128, P. O. Box 1116, Dodge City, Kansas 67801
An EDA Economic Development District and SBA Certified Development Company
An Equal Opportunity Lender, Provider and Employer

Serving Counties of Barber, Barton, Clark, Comanche, Edwards, Finney, Ford, Grant, Gray, Greeley, Hamilton, Haskell, Hodgeman, Kearny, Kiowa, Lane, Meade, Morton, Ness, Pawnee, Pratt, Rush, Scott, Seward, Stafford, Stanton, Stevens and Wichita.

Portfolio Loan List

CDBG/RLF (GC) (520600)		Heyco, Inc.		Status: Paid in Full
Loan Recipient		Loan Type & Description	Financing by Source (Specify)	
Borrower Name: Heyco, Inc.		Loan Type: Direct	RLF \$:	400,000.00
City: Garden City		Fixed Asset/Working Capital: 100.00 % / 0.00 %	Other Public \$:	0.00
County: Finney		Start-up, Expansion, or Retention: Expansion	Private \$:	2,090,000.00
State: KS		Industry Type: Industrial	New Equity \$:	0.00
NAICS: 233320 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>			Total \$:	2,490,000.00
			Amount Guaranteed \$:	0.00
Closing Date & Loan Terms		Loan Status	Repayment Status	
Date Close: 10/14/1887	Interest Rate: 3.000	Fully Repaid: 10/07/1998	Principal Repaid:	400,000.00
Term: Years 9.8	Total Fees: 0.00	Current as of:	Interest Paid:	61,502.21
Job Impact		Balance: 0.00	Amt Delinquent:	0.00
Pre-Loan Jobs: 45.0	Minority Jobs: 0.0	Delinquent Days: 0	Amt Default:	0.00
Jobs Created: 55.0	Women Jobs: 0.0	Default Days: 0	Amt Written-Off:	0.00
Jobs Saved: 0.0		Write-Off Date:		

CDBG/RLF (GC) (520601)		Quall's, Inc		Status: Paid in Full
Loan Recipient		Loan Type & Description	Financing by Source (Specify)	
Borrower Name: Quall's, Inc		Loan Type: Direct	RLF \$:	40,000.00
City: Garden City		Fixed Asset/Working Capital: 10.93 % /89.07 %	Other Public \$:	40,000.00
County: Finney		Start-up, Expansion, or Retention: Retention	Private \$:	100,000.00
State: KS		Industry Type: Commercial	New Equity \$:	3,000.00
NAICS: 445110 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>			Total \$:	183,000.00
			Amount Guaranteed \$:	0.00
Closing Date & Loan Terms		Loan Status	Repayment Status	
Date Close: 01/16/1991	Interest Rate: 9.000	Fully Repaid: 12/23/1992	Principal Repaid:	40,000.00
Term: Years 7.0	Total Fees: 0.00	Current as of:	Interest Paid:	5,777.09
Job Impact		Balance: 0.00	Amt Delinquent:	0.00
Pre-Loan Jobs: 4.0	Minority Jobs: 0.0	Delinquent Days: 0	Amt Default:	0.00
Jobs Created: 0.0	Women Jobs: 0.0	Default Days: 0	Amt Written-Off:	0.00
Jobs Saved: 4.0		Write-Off Date:		

CDBG/RLF (GC) (520602)		Foster Music, Inc.		Status: Paid in Full
Loan Recipient		Loan Type & Description	Financing by Source (Specify)	
Borrower Name: Foster Music, Inc.		Loan Type: Direct	RLF \$:	26,250.00
City: Garden City		Fixed Asset/Working Capital: 19.05 % /80.95 %	Other Public \$:	0.00
County: Finney		Start-up, Expansion, or Retention: Retention	Private \$:	0.00
State: KS		Industry Type: Commercial	New Equity \$:	0.00
NAICS: 451140 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>			Total \$:	26,250.00
			Amount Guaranteed \$:	0.00
Closing Date & Loan Terms		Loan Status	Repayment Status	
Date Close: 10/14/1991	Interest Rate: 10.000	Fully Repaid: 03/05/1993	Principal Repaid:	26,250.00
Term: Years 4.9	Total Fees: 0.00	Current as of:	Interest Paid:	1,956.59
Job Impact		Balance: 0.00	Amt Delinquent:	0.00
Pre-Loan Jobs: 2.6	Minority Jobs: 0.0	Delinquent Days: 0	Amt Default:	0.00
Jobs Created: 0.0	Women Jobs: 0.0	Default Days: 0	Amt Written-Off:	0.00
Jobs Saved: 2.6		Write-Off Date:		

CDBG/RLF (GC) (520603)		Threjay Marketing, Inc.		Status: Paid in Full
Loan Recipient		Loan Type & Description	Financing by Source (Specify)	
Borrower Name: Threjay Marketing, Inc.		Loan Type: Direct	RLF \$:	60,000.00
City: Garden City		Fixed Asset/Working Capital: 15.38 % /84.62 %	Other Public \$:	0.00
County: Finney		Start-up, Expansion, or Retention: Expansion	Private \$:	105,000.00
State: KS		Industry Type: Commercial	New Equity \$:	30,000.00
NAICS: 337110 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>			Total \$:	195,000.00
			Amount Guaranteed \$:	0.00
Closing Date & Loan Terms		Loan Status	Repayment Status	
Date Close: 06/19/1995	Interest Rate: 7.000	Fully Repaid: 06/07/2001	Principal Repaid:	60,000.00
Term: Years 7.0	Total Fees: 550.99	Current as of:	Interest Paid:	15,574.96
Job Impact		Balance: 0.00	Amt Delinquent:	0.00
Pre-Loan Jobs: 0.0	Minority Jobs: 0.0	Delinquent Days: 0	Amt Default:	0.00
Jobs Created: 6.0	Women Jobs: 0.0	Default Days: 0	Amt Written-Off:	0.00
Jobs Saved: 0.0		Write-Off Date:		

Portfolio Loan List

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CDBG/RLF (GC) (520604)			J & A Livestock Products, Inc.		Status: Written Off
Loan Recipient		Loan Type & Description		Financing by Source (Specify)	
Borrower Name: J & A Livestock Products, Inc.		Loan Type: Direct		RLF \$:	100,000.00
City: Garden City		Fixed Asset/Working Capital: 100.00 % / 0.00 %		Other Public \$:	0.00
County: Finney		Start-up, Expansion, or Retention: Retention		Private \$:	300,000.00
State: KS		Industry Type: Industrial		New Equity \$:	0.00
NAICS: 233320 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>				Total \$:	400,000.00
				Amount Guaranteed \$:	0.00
Closing Date & Loan Terms		Loan Status		Repayment Status	
Date Close:	11/18/1994	Interest Rate:	7.000	Fully Repaid:	
Term: Years	11.8	Total Fees:	766.42	Current as of:	
Job Impact		Balance:		0.00	
Pre-Loan Jobs:	100.0	Minority Jobs:	0.0	Delinquent Days:	0
Jobs Created:	10.0	Women Jobs:	0.0	Default Days:	0
Jobs Saved:	0.0	Write-Off Date:		12/19/2003	
				Amt Written-Off:	1,024.26

CDBG/RLF (GC) (520605)			ACRA Products, L.L.C.		Status: Written Off
Loan Recipient		Loan Type & Description		Financing by Source (Specify)	
Borrower Name: ACRA Products, L.L.C.		Loan Type: Direct		RLF \$:	250,000.00
City: Garden City		Fixed Asset/Working Capital: 90.41 % / 9.59 %		Other Public \$:	0.00
County: Finney		Start-up, Expansion, or Retention: Retention		Private \$:	2,357,082.00
State: KS		Industry Type: Industrial		New Equity \$:	0.00
NAICS: 233320 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>				Total \$:	2,607,082.00
				Amount Guaranteed \$:	0.00
Closing Date & Loan Terms		Loan Status		Repayment Status	
Date Close:	05/14/1996	Interest Rate:	9.000	Fully Repaid:	
Term: Years	5.0	Total Fees:	10,776.89	Current as of:	
Job Impact		Balance:		0.00	
Pre-Loan Jobs:	25.0	Minority Jobs:	0.0	Delinquent Days:	0
Jobs Created:	33.0	Women Jobs:	0.0	Default Days:	0
Jobs Saved:	0.0	Write-Off Date:		02/05/1999	
				Amt Written-Off:	42,733.89

CDBG/RLF (GC) (520606)			TeleServices of Garden City, Inc.		Status: Written Off
Loan Recipient		Loan Type & Description		Financing by Source (Specify)	
Borrower Name: TeleServices of Garden City, Inc.		Loan Type: Direct		RLF \$:	99,999.76
City: Overland Park		Fixed Asset/Working Capital: 82.82 % / 17.18 %		Other Public \$:	0.00
County: Finney		Start-up, Expansion, or Retention: Startup		Private \$:	4,800.00
State: KS		Industry Type: Service		New Equity \$:	0.00
NAICS: 561422 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>				Total \$:	104,799.76
				Amount Guaranteed \$:	0.00
Closing Date & Loan Terms		Loan Status		Repayment Status	
Date Close:	11/23/1998	Interest Rate:	2.500	Fully Repaid:	
Term: Years	10.1	Total Fees:	0.00	Current as of:	
Job Impact		Balance:		0.00	
Pre-Loan Jobs:	0.0	Minority Jobs:	0.0	Delinquent Days:	0
Jobs Created:	0.0	Women Jobs:	0.0	Default Days:	0
Jobs Saved:	0.0	Write-Off Date:		05/01/2000	
				Amt Written-Off:	64,858.72

CDBG/RLF (GC) (520607)			MGM Enterprises, L.L.C.		Status: Paid in Full
Loan Recipient		Loan Type & Description		Financing by Source (Specify)	
Borrower Name: MGM Enterprises, L.L.C.		Loan Type: Direct		RLF \$:	47,500.00
City: Garden City		Fixed Asset/Working Capital: 41.59 % / 58.41 %		Other Public \$:	0.00
County: Finney		Start-up, Expansion, or Retention: Startup		Private \$:	59,500.00
State: KS		Industry Type: Commercial		New Equity \$:	3,000.00
NAICS: 722211 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>				Total \$:	110,000.00
				Amount Guaranteed \$:	0.00
Closing Date & Loan Terms		Loan Status		Repayment Status	
Date Close:	12/11/1997	Interest Rate:	8.500	Fully Repaid:	06/27/2005
Term: Years	10.2	Total Fees:	59.00	Current as of:	
Job Impact		Balance:		0.00	
Pre-Loan Jobs:	0.0	Minority Jobs:	0.0	Delinquent Days:	0
Jobs Created:	0.0	Women Jobs:	0.0	Default Days:	0
Jobs Saved:	0.0	Write-Off Date:			
				Amt Written-Off:	0.00

Portfolio Loan List

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CDBG/RLF (GC) (520608)

J & A Livestock Products, Inc.

Status: Written Off

Loan Recipient		Loan Type & Description		Financing by Source (Specify)	
Borrower Name: J & A Livestock Products, Inc.		Loan Type: Direct		RLF \$: 190,000.00	
City: Garden City		Fixed Asset/Working Capital: 0.00 % / 100.00 %		Other Public \$: 0.00	
County: Finney		Start-up, Expansion, or Retention: Retention		Private \$: 0.00	
State: KS		Industry Type: Industrial		New Equity \$: 0.00	
NAICS: 233320 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>				Total \$: 190,000.00	
				Amount Guaranteed \$: 0.00	
Closing Date & Loan Terms		Loan Status		Repayment Status	
Date Close: 12/06/1999	Interest Rate: 7.000	Fully Repaid:		Principal Repaid: 136,894.10	
Term: Years 7.0	Total Fees: 4,315.12	Current as of:		Interest Paid: 35,857.74	
Job Impact		Balance: 0.00		Amt Delinquent: 0.00	
Pre-Loan Jobs: 36.0	Minority Jobs: 12.0	Delinquent Days: 0		Amt Default: 0.00	
Jobs Created: 0.0	Women Jobs: 2.0	Default Days: 0		Amt Written-Off: 53,105.90	
Jobs Saved: 19.0		Write-Off Date: 12/19/2003			

CDBG/RLF (GC) (520609GC)

R & R Frame & Axle, Inc.

Status: Paid in Full

Loan Recipient		Loan Type & Description		Financing by Source (Specify)	
Borrower Name: R & R Frame & Axle, Inc.		Loan Type: Direct		RLF \$: 60,000.00	
City: Garden City		Fixed Asset/Working Capital: 89.33 % / 10.67 %		Other Public \$: 20,000.00	
County: Finney		Start-up, Expansion, or Retention: Startup		Private \$: 260,000.00	
State: KS		Industry Type: Commercial		New Equity \$: 35,000.00	
NAICS: 811111 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>				Total \$: 375,000.00	
				Amount Guaranteed \$: 0.00	
Closing Date & Loan Terms		Loan Status		Repayment Status	
Date Close: 02/21/2001	Interest Rate: 8.000	Fully Repaid: 03/01/2011		Principal Repaid: 60,000.00	
Term: Years 10.0	Total Fees: 29.00	Current as of:		Interest Paid: 27,368.61	
Job Impact		Balance: 0.00		Amt Delinquent: 0.00	
Pre-Loan Jobs: 5.0	Minority Jobs: 0.0	Delinquent Days: 0		Amt Default: 0.00	
Jobs Created: 3.0	Women Jobs: 1.0	Default Days: 0		Amt Written-Off: 0.00	
Jobs Saved: 3.0		Write-Off Date:			

CDBG/RLF (GC) (520610GC)

Lucy's Fashion

Status: Paid in Full

Loan Recipient		Loan Type & Description		Financing by Source (Specify)	
Borrower Name: Lucy's Fashion		Loan Type: Direct		RLF \$: 10,000.00	
City: Garden City		Fixed Asset/Working Capital: 100.00 % / 0.00 %		Other Public \$: 0.00	
County: Finney		Start-up, Expansion, or Retention: Expansion		Private \$: 48,000.00	
State: KS		Industry Type: Commercial		New Equity \$: 6,000.00	
NAICS: 448140 Women Owned <input type="checkbox"/> Minority Owned <input checked="" type="checkbox"/>				Total \$: 64,000.00	
				Amount Guaranteed \$: 0.00	
Closing Date & Loan Terms		Loan Status		Repayment Status	
Date Close: 12/29/2003	Interest Rate: 0.000	Fully Repaid: 03/17/2010		Principal Repaid: 10,000.00	
Term: Years 8.1	Total Fees: 81.93	Current as of:		Interest Paid: 2,324.26	
Job Impact		Balance: 0.00		Amt Delinquent: 0.00	
Pre-Loan Jobs: 1.0	Minority Jobs: 2.2	Delinquent Days: 0		Amt Default: 0.00	
Jobs Created: 0.0	Women Jobs: 2.2	Default Days: 0		Amt Written-Off: 0.00	
Jobs Saved: 0.0		Write-Off Date:			

CDBG/RLF (GC) (520611GC)

GCAP, L.L.C.

Status: Paid in Full

Loan Recipient		Loan Type & Description		Financing by Source (Specify)	
Borrower Name: GCAP, L.L.C.		Loan Type: Direct		RLF \$: 50,000.00	
City: Garden City		Fixed Asset/Working Capital: 91.19 % / 8.81 %		Other Public \$: 0.00	
County: Finney		Start-up, Expansion, or Retention: Startup		Private \$: 650,000.00	
State: KS		Industry Type: Service		New Equity \$: 435,300.00	
NAICS: 611519 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>				Total \$: 1,135,300.00	
				Amount Guaranteed \$: 0.00	
Closing Date & Loan Terms		Loan Status		Repayment Status	
Date Close: 12/19/2003	Interest Rate: 6.000	Fully Repaid: 08/21/2008		Principal Repaid: 50,000.00	
Term: Years 7.2	Total Fees: 438.24	Current as of:		Interest Paid: 10,001.04	
Job Impact		Balance: 0.00		Amt Delinquent: 0.00	
Pre-Loan Jobs: 0.0	Minority Jobs: 0.0	Delinquent Days: 0		Amt Default: 0.00	
Jobs Created: 0.0	Women Jobs: 0.0	Default Days: 0		Amt Written-Off: 0.00	
Jobs Saved: 0.0		Write-Off Date:			

Portfolio Loan List

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CDBG/RLF (GC) (520612GC)			Sparkle Auto, LLC		Status: Paid in Full
Loan Recipient			Loan Type & Description		Financing by Source (Specify)
Borrower Name: Sparkle Auto, LLC			Loan Type: Direct		RLF \$: 25,000.00
City: Garden City			Fixed Asset/Working Capital: 25.98 % / 74.02 %		Other Public \$: 75,000.00
County: Finney			Start-up, Expansion, or Retention: Expansion		Private \$: 0.00
State: KS			Industry Type: Commercial		New Equity \$: 0.00
NAICS: 441310 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>					Total \$: 100,000.00
					Amount Guaranteed \$: 0.00
Closing Date & Loan Terms			Loan Status		Repayment Status
Date Close: 10/12/2004 Interest Rate: 7.000			Fully Repaid: 06/03/2011		Principal Repaid: 25,000.00
Term: Years 7.1 Total Fees: 48.04			Current as of:		Interest Paid: 6,612.08
Job Impact			Balance: 0.00		Amt Delinquent: 0.00
Pre-Loan Jobs: 5.0 Minority Jobs: 0.0			Delinquent Days: 0		Amt Default: 0.00
Jobs Created: 2.0 Women Jobs: 0.0			Default Days: 0		Amt Written-Off: 0.00
Jobs Saved: 0.0			Write-Off Date:		

CDBG/RLF (GC) (520613GC)			Center for Independent Living Southwest...		Status: Paid in Full
Loan Recipient			Loan Type & Description		Financing by Source (Specify)
Borrower Name: Center for Independent Living Southwest...			Loan Type: Direct		RLF \$: 77,000.00
City: Garden City			Fixed Asset/Working Capital: 99.83 % / 0.17 %		Other Public \$: 77,000.00
County: Finney			Start-up, Expansion, or Retention: Expansion		Private \$: 154,000.00
State: KS			Industry Type: Service		New Equity \$: 0.00
NAICS: 624120 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>					Total \$: 308,000.00
					Amount Guaranteed \$: 0.00
Closing Date & Loan Terms			Loan Status		Repayment Status
Date Close: 08/29/2006 Interest Rate: 7.000			Fully Repaid: 07/24/2012		Principal Repaid: 77,000.00
Term: Years 10.2 Total Fees: 967.70			Current as of:		Interest Paid: 25,243.49
Job Impact			Balance: 0.00		Amt Delinquent: 0.00
Pre-Loan Jobs: 90.0 Minority Jobs: 0.0			Delinquent Days: 0		Amt Default: 0.00
Jobs Created: 0.0 Women Jobs: 0.0			Default Days: 0		Amt Written-Off: 0.00
Jobs Saved: 0.0			Write-Off Date: 06/30/2011		

CDBG/RLF (GC) (520614GC)			Cummings Sales Inc. (NOT FUNDED)		Status: Written Off
Loan Recipient			Loan Type & Description		Financing by Source (Specify)
Borrower Name: Cummings Sales Inc. (NOT FUNDED)			Loan Type: Direct		RLF \$: 0.00
City: Garden City			Fixed Asset/Working Capital: 0.00 % / 100.00 %		Other Public \$: 0.00
County: Finney			Start-up, Expansion, or Retention: Expansion		Private \$: 0.00
State: KS			Industry Type: Industrial		New Equity \$: 0.00
NAICS: 332999 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>					Total \$: 0.00
					Amount Guaranteed \$: 0.00
Closing Date & Loan Terms			Loan Status		Repayment Status
Date Close: / / Interest Rate: 0.000			Fully Repaid:		Principal Repaid: 0.00
Term: Years 0.0 Total Fees: 0.00			Current as of:		Interest Paid: 0.00
Job Impact			Balance: 0.00		Amt Delinquent: 0.00
Pre-Loan Jobs: 8.0 Minority Jobs: 0.0			Delinquent Days: 0		Amt Default: 0.00
Jobs Created: 0.0 Women Jobs: 0.0			Default Days: 0		Amt Written-Off: 0.00
Jobs Saved: 0.0			Write-Off Date:		

CDBG/RLF (GC) (520615GC)			Estes Enterprises Inc dba A &W		Status: Active
Loan Recipient			Loan Type & Description		Financing by Source (Specify)
Borrower Name: Estes Enterprises Inc dba A &W			Loan Type: Direct		RLF \$: 150,000.00
City: Pratt			Fixed Asset/Working Capital: 100.00 % / 0.00 %		Other Public \$: 150,000.00
County: Finney			Start-up, Expansion, or Retention: Startup		Private \$: 1,000,000.00
State: KS			Industry Type: Service		New Equity \$: 0.00
NAICS: 722211 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>					Total \$: 1,300,000.00
					Amount Guaranteed \$: 0.00
Closing Date & Loan Terms			Loan Status		Repayment Status
Date Close: 07/09/2009 Interest Rate: 7.000			Fully Repaid:		Principal Repaid: 96,670.38
Term: Years 10.5 Total Fees: 0.00			Current as of: 06/23/2017		Interest Paid: 52,941.32
Job Impact			Balance: 53,329.62		Amt Delinquent: 0.00
Pre-Loan Jobs: 0.0 Minority Jobs: 0.0			Delinquent Days: 0		Amt Default: 0.00
Jobs Created: 0.0 Women Jobs: 0.0			Default Days: 0		Amt Written-Off: 0.00
Jobs Saved: 0.0			Write-Off Date:		

Portfolio Loan List

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CDBG/RLF (GC) (520616GC)		Sinfully Sweet Bakery, LLC		Status: Written Off
Loan Recipient		Loan Type & Description	Financing by Source (Specify)	
Borrower Name: Sinfully Sweet Bakery, LLC		Loan Type: Direct	RLF \$:	25,000.00
City: Garden City		Fixed Asset/Working Capital: 38.18 % /61.82 %	Other Public \$:	25,000.00
County: Finney		Start-up, Expansion, or Retention: Startup	Private \$:	0.00
State: KS		Industry Type: Service	New Equity \$:	10,202.00
NAICS: 445291 Women Owned <input checked="" type="checkbox"/> Minority Owned <input type="checkbox"/>			Total \$:	60,202.00
			Amount Guaranteed \$:	0.00
Closing Date & Loan Terms		Loan Status	Repayment Status	
Date Close: 10/21/2009	Interest Rate: 7.000	Fully Repaid:	Principal Repaid:	4,128.31
Term: Years 7.2	Total Fees: 0.00	Current as of:	Interest Paid:	523.15
Job Impact		Balance: 0.00	Amt Delinquent:	0.00
Pre-Loan Jobs: 0.0	Minority Jobs: 0.0	Delinquent Days: 0	Amt Default:	0.00
Jobs Created: 0.0	Women Jobs: 3.0	Default Days: 0	Amt Written-Off:	20,871.69
Jobs Saved: 0.0		Write-Off Date: 06/08/2012		

CDBG/RLF (GC) (520617GC)		Mauritta C. Adams, dba Mauritta's Cafe		Status: Paid in Full
Loan Recipient		Loan Type & Description	Financing by Source (Specify)	
Borrower Name: Mauritta C. Adams, dba Mauritta's Cafe		Loan Type: Direct	RLF \$:	37,500.00
City: Holcomb		Fixed Asset/Working Capital: 73.33 % /26.67 %	Other Public \$:	37,500.00
County: Finney		Start-up, Expansion, or Retention: Startup	Private \$:	0.00
State: KS		Industry Type: Service	New Equity \$:	0.00
NAICS: 722110 Women Owned <input checked="" type="checkbox"/> Minority Owned <input type="checkbox"/>			Total \$:	75,000.00
			Amount Guaranteed \$:	0.00
Closing Date & Loan Terms		Loan Status	Repayment Status	
Date Close: 01/21/2011	Interest Rate: 7.000	Fully Repaid: 09/16/2013	Principal Repaid:	37,500.00
Term: Years 10.2	Total Fees: 421.17	Current as of:	Interest Paid:	6,329.75
Job Impact		Balance: 0.00	Amt Delinquent:	0.00
Pre-Loan Jobs: 1.0	Minority Jobs: 0.0	Delinquent Days: 0	Amt Default:	0.00
Jobs Created: 0.0	Women Jobs: 1.0	Default Days: 0	Amt Written-Off:	0.00
Jobs Saved: 0.0		Write-Off Date:		

CDBG/RLF (GC) (520618GC)		The Paraclete Group, Inc.		Status: Paid in Full
Loan Recipient		Loan Type & Description	Financing by Source (Specify)	
Borrower Name: The Paraclete Group, Inc.		Loan Type: Direct	RLF \$:	22,000.00
City: Garden City		Fixed Asset/Working Capital: 0.00 % /100.00 %	Other Public \$:	10,000.00
County: Finney		Start-up, Expansion, or Retention: Retention	Private \$:	0.00
State: KS		Industry Type: Service	New Equity \$:	0.00
NAICS: 541519 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>			Total \$:	32,000.00
			Amount Guaranteed \$:	0.00
Closing Date & Loan Terms		Loan Status	Repayment Status	
Date Close: 08/11/2011	Interest Rate: 7.000	Fully Repaid: 03/11/2016	Principal Repaid:	22,000.00
Term: Years 7.2	Total Fees: 20.00	Current as of:	Interest Paid:	4,851.98
Job Impact		Balance: 0.00	Amt Delinquent:	0.00
Pre-Loan Jobs: 6.0	Minority Jobs: 0.0	Delinquent Days: 0	Amt Default:	0.00
Jobs Created: 0.0	Women Jobs: 1.0	Default Days: 0	Amt Written-Off:	0.00
Jobs Saved: 0.0		Write-Off Date:		

CDBG/RLF (GC) (520619GC)		TekVet Technologies Co.		Status: Active
Loan Recipient		Loan Type & Description	Financing by Source (Specify)	
Borrower Name: TekVet Technologies Co.		Loan Type: Direct	RLF \$:	75,000.00
City: Garden City		Fixed Asset/Working Capital: 0.00 % /100.00 %	Other Public \$:	0.00
County: Finney		Start-up, Expansion, or Retention: Startup	Private \$:	0.00
State: KS		Industry Type: Industrial	New Equity \$:	0.00
NAICS: 115210 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>			Total \$:	75,000.00
			Amount Guaranteed \$:	0.00
Closing Date & Loan Terms		Loan Status	Repayment Status	
Date Close: 06/28/2011	Interest Rate: 4.000	Fully Repaid:	Principal Repaid:	9,863.70
Term: Years 11.3	Total Fees: 0.00	Current as of: 06/01/2017	Interest Paid:	2,586.70
Job Impact		Balance: 0.00	Amt Delinquent:	0.00
Pre-Loan Jobs: 0.0	Minority Jobs: 0.0	Delinquent Days: 0	Amt Default:	0.00
Jobs Created: 0.0	Women Jobs: 0.0	Default Days: 0	Amt Written-Off:	0.00
Jobs Saved: 0.0		Write-Off Date: 06/13/2012		

Portfolio Loan List

Page 6

CDBG/RLF (GC) (520620GC)		Steven J. Chapman & Mary S. Chapman		Status: Active
Loan Recipient		Loan Type & Description		Financing by Source (Specify)
Borrower Name: Steven J. Chapman & Mary S. Chapman		Loan Type: Guarantee		RLF \$: 100,000.00
City: Garden City		Fixed Asset/Working Capital: 0.00 % / 100.00 %		Other Public \$: 150,000.00
County: Finney		Start-up, Expansion, or Retention: Retention		Private \$: 0.00
State: KS		Industry Type: Service		New Equity \$: 0.00
NAICS: 442110 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>				Total \$: 250,000.00
				Amount Guaranteed \$: 0.00
Closing Date & Loan Terms		Loan Status		Repayment Status
Date Close: 01/15/2016	Interest Rate: 6.500	Fully Repaid:		Principal Repaid: 13,681.01
Term: Years 7.2	Total Fees: 0.00	Current as of: 06/07/2017		Interest Paid: 8,480.38
Job Impact		Balance: 86,318.99		Amt Delinquent: 0.00
Pre-Loan Jobs: 0.0	Minority Jobs: 2.0	Delinquent Days: 0		Amt Default: 0.00
Jobs Created: 0.0	Women Jobs: 3.0	Default Days: 0		Amt Written-Off: 0.00
Jobs Saved: 0.0		Write-Off Date:		

Totals

Loan Recipient				Loan Type & Description		Financing by Source (Specify)	
						RLF \$:	1,845,249.76
						Other Public \$:	584,500.00
						Private \$:	7,128,382.00
						New Equity \$:	522,502.00
						Total \$:	10,080,633.76
						Amt Guaranteed \$:	0.00
Closing Date & Loan Terms				Loan Status		Repayment Status	
						Principal Repaid:	1,457,870.39
Total Fees: 18,474.50		Interest Paid:	353,777.68				
Job Impact		Amt Delinquent:	3,425.13				
Pre-Loan Jobs: 328.6	Minority Jobs: 16.2	Amt Default:	0.00				
Jobs Created: 109.0	Women Jobs: 16.2	Amt Written-Off:	182,594.46				
Jobs Saved: 28.6							

Portfolio Loan List

(1,845,249.76) *	RLF Loans To Date
0.00	RLF Loans not drawn down
400,000.00	Plus Beginning Grant
1,457,870.39 *	Plus Principal Payments
353,777.68 *	Plus Interest Payments
18,474.50 *	Plus Total Fees
140,561.38	Plus Accrued Bank Interest
64,439.80	Less Accured Administration Paid
0.00	Less Accred Service Fees paid
100,459.65	Less Accrued Fees Paid to Others
3,222.80	Less Pmt Rec'd End of Rpt Period
	(Not on City Ledger, due to timing)
357,311.94	Fund Balance

* From Portfolio Loan List



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood and Development Services Director
DATE: August 1, 2017
RE: County and City Representation on the Planning Commission

ISSUE:

The Governing Body is asked to consider the potential for the County and City to switch representatives on the Planning Commission.

BACKGROUND:

It was requested by a County Commissioner to look into the feasibility of possibly swapping representatives on the Planning Commission, specifically Bob Law as a county representative with Vicki Germann who is a city representative. Vicki Germann is completing her third year of service as a Planning Commissioner and will be moving into the county this summer. Bob Law is completing his fifth year of service as a Planning Commissioner and lives within city limits. We have attached their email correspondence in which both are agreeable to the switch.

The governing bodies would need to accept their resignations respectively and consider reappointments to their own vacancies as they normally would. At that point, each jurisdiction would weigh all vacancies with all interests as outlined by their respective regulations and fill the vacancy accordingly.

ALTERNATIVES:

1. The Governing Bodies may proceed in a coordinated fashion and switch Vicki and Bob and follow the outlined procedure above. Vicki would complete Bob's unexpired term, which expires December 31, 2018. Bob would complete Vicki's unexpired term, which expires December 31, 2017.
2. Each Gervning Body could work independently to fill their respective appointments to the Planning Commission.

RECOMMENDATION:

Staff recommends doing what is in the best interest of each jurisdiction.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Resignation & Interest Email	7/28/2017	Backup Material

From: [Kaleb Kentner](#)
To: [Maria Loving](#)
Subject: AGENDA ITEM FOR NOVUS FW: Planning Commission
Date: Friday, July 21, 2017 9:07:08 AM

From: Matt Allen
Sent: Monday, July 17, 2017 12:19 PM
To: Vicki Germann; Celyn Hurtado
Cc: rpartington@finneycounty.org; Kaleb Kentner; laws-r-us@cox.net
Subject: Re: Planning Commission

Vicki and Bob, Thank you for your years of service on the Planning Commission. The City staff will present your request to the City Commission.

Celyn, please add this to the Aug 1st agenda.

Kaleb can fill out the Novus agenda item information based on the request.

Matt

On Jul 17, 2017, at 11:04 AM, Vicki Germann <vgermann@gcnet.com> wrote:

Dear Matt and Randy,
As you may know, I have served on the Holcomb, Garden City, Finney County Planning Commission as a representative of the City of Garden City for several years now and I would love to continue doing so. However, in August of this year my husband and I will be moving to a home in the county outside the city limits. Therefore, I must offer my resignation as a representative of the city on the Planning Commission effective September 1, 2017. I have spoken with Kaleb and with the other members of the Commission regarding this, and Member Bob Law (a representative of the county who lives in the city) is willing to move from his position as a representative of the county and become a representative of the city. Please accept this letter as resignation as a representative of the City of Garden City and request for appointment as a representative of Finney County.

Sincerely,
Vicki Germann

<image003.jpg>



This email has been checked for viruses by Avast antivirus software.

www.avast.com



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Allie Medina, Human Resources Director
DATE: August 1, 2017
RE: Appointment to the Cultural Relations Board

ISSUE:

The Governing Body is asked to consider and appoint three members to fill the vacant seats on the Cultural Relations Board.

BACKGROUND:

The Cultural Relations Board has one board position with the term expiring December 2018 and two board positions with the term expiring December 2017. Garden City residents, Debra Bolton, Rachel Chapman, Verna Weber, Michele Michalek, and Kely Garcia-Umana, submitted an application to be considered for the board member positions on the Cultural Relations Board.

ALTERNATIVES:

1. Appoint Debra Bolton to the vacant position that expires December 2018 and appoint Rachel Chapman and Verna Weber to the vacant positions that expires December 2017.
2. Do not appoint these applicants to the vacant positions and recommend a second review of the applications received.
3. Do not appoint these applicants to the vacant position that expires December 2016 and recommend that the board continue to recruit board members.

RECOMMENDATION:

The Cultural Relations Board recommends the Governing Body choose Alternative 1 and appoint Debra Bolton, Rachel Chapman, and Verna Weber to the vacant positions.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
CRB Applicants 2017	7/26/2017	Backup Material

GARDEN CITY IS MY TOWN TOO!

I would be willing to serve on a planning or advisory board/committee.

NAME: Debra Bolton HOME PHONE: 620-275-4902
ADDRESS: 1009 Gillespie Pl WORK PHONE: 290-4707
E-MAIL ADDRESS: dbolton@ksu.edu
OCCUPATION (if employed): social scientist
PLACE OF EMPLOYMENT: Kansas State University
HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? _____

DESCRIBE WHY YOU ARE INTERESTED IN SERVING ON A BOARD/COMMISSION:

My work revolves around studying
immigrant groups. I have a good

OTHER APPLICABLE EXPERIENCE: perspective on needs
and assets of the groups

PLEASE CHECK THE ONES IN WHICH YOU ARE INTERESTED IN SERVING:

- | | |
|--|--|
| <input type="checkbox"/> Airport Advisory Board | <input type="checkbox"/> Local Housing Authority |
| <input type="checkbox"/> Alcohol Fund Advisory Committee | <input type="checkbox"/> Parks & Tree Board |
| <input type="checkbox"/> Art Grant Committee | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Building Safety Board of Appeals | <input type="checkbox"/> Police/Citizen Board |
| <input type="checkbox"/> Community Health Advisory Board | <input type="checkbox"/> Public Utilities Advisory Board |
| <input checked="" type="checkbox"/> Cultural Relations Board | <input type="checkbox"/> Recreation Commission |
| <input type="checkbox"/> Golf Advisory Board | <input type="checkbox"/> Traffic Advisory Committee |
| <input type="checkbox"/> Landmarks Commission | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Lee Richardson Zoo Advisory Board | |

RETURN THIS FORM TO:

City Manager's Office - Attn: Celyn
City Administrative Center
P.O. Box 998
Garden City, KS 67846-0998

GARDEN CITY IS MY TOWN TOO!

I would be willing to serve on a planning or advisory board/committee.

NAME: Verna Weber HOME PHONE: 620-275-1969
ADDRESS: 802 Park Place ^{cell} WORK PHONE: 805-4858
E-MAIL ADDRESS: whtwtr@cox.net
OCCUPATION (if employed): retired

PLACE OF EMPLOYMENT: _____

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 16 yrs

DESCRIBE WHY YOU ARE INTERESTED IN SERVING ON A BOARD/COMMISSION:

I have a passion to help new comers to the community & helping to resolve issues they experience.

OTHER APPLICABLE EXPERIENCE: former DCF employee & Exec Dir of Health Coalition

PLEASE CHECK THE ONES IN WHICH YOU ARE INTERESTED IN SERVING:

☐ Airport Advisory Board

☐ Local Housing Authority

☐ Alcohol Fund Advisory Committee

☐ Parks & Tree Board

☐ Art Grant Committee

☐ Planning Commission

☐ Building Safety Board of Appeals

☐ Police/Citizen Board

☐ Community Health Advisory Board

☐ Public Utilities Advisory Board

☒ Cultural Relations Board

☐ Recreation Commission

☐ Golf Advisory Board

☐ Traffic Advisory Committee

☐ Landmarks Commission

☐ Zoning Board of Appeals

☐ Lee Richardson Zoo Advisory Board

RETURN THIS FORM TO:

City Manager's Office - Attn: Celyn
City Administrative Center
P.O. Box 998
Garden City, KS 67846-0998

GARDEN CITY IS MY TOWN TOO!

I would be willing to serve on a planning or advisory board/committee.

RECEIVED
NOV 14 2016
BY: CH

NAME: Rachel Chapman

HOME PHONE: 620-521-4490

ADDRESS: 2108 N. 9th St.

WORK PHONE: 620-805-8300

E-MAIL ADDRESS: rachapman77@gmail.com

OCCUPATION (if employed): USD 457 Teacher

PLACE OF EMPLOYMENT: USD 457

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 1.5 years

DESCRIBE WHY YOU ARE INTERESTED IN SERVING ON A BOARD/COMMISSION:

I understand the importance of being an active member in the community. I want share my knowledge and talents with the community.

OTHER APPLICABLE EXPERIENCE: I work on various school

committees and with various agencies to strengthen our school community.

PLEASE CHECK THE ONES IN WHICH YOU ARE INTERESTED IN SERVING:

☐ Airport Advisory Board

☐ Alcohol Fund Advisory Committee

☐ Art Grant Committee

☐ Building Safety Board of Appeals

☐ Community Health Advisory Board

☒ Cultural Relations Board

☐ Golf Advisory Board

☐ Landmarks Commission

☐ Lee Richardson Zoo Advisory Board

☐ Local Housing Authority

☐ Parks & Tree Board

☐ Planning Commission

☐ Police/Citizen Board

☐ Public Utilities Advisory Board

☐ Recreation Commission

☐ Traffic Advisory Committee

☐ Zoning Board of Appeals

RETURN THIS FORM TO:

City Manager's Office - Attn: Celyn
City Administrative Center
P.O. Box 998
Garden City, KS 67846-0998

GARDEN CITY IS MY TOWN TOO!

I would be willing to serve on a planning or advisory board/committee.

NAME: Michele Michalek HOME PHONE: 620 640 6782
ADDRESS: 103 W Chestnut St WORK PHONE: 620 272 9611 ext 1105
E-MAIL ADDRESS: michelemichalek@gmail.com
OCCUPATION (if employed): Early childhood Education Supervisor
PLACE OF EMPLOYMENT: Kansas children's service League
HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 7 1/2 years

DESCRIBE WHY YOU ARE INTERESTED IN SERVING ON A BOARD/COMMISSION:

I want to give back to my community
while having a voice.

OTHER APPLICABLE EXPERIENCE: I have Mental Health work
experience, USD 457 experience.

PLEASE CHECK THE ONES IN WHICH YOU ARE INTERESTED IN SERVING:

☐ Airport Advisory Board
☒ Alcohol Fund Advisory Committee
☐ Art Grant Committee
☐ Building Safety Board of Appeals
☒ Community Health Advisory Board
☒ Cultural Relations Board
☐ Golf Advisory Board
☐ Landmarks Commission
☐ Lee Richardson Zoo Advisory Board

☐ Local Housing Authority
☐ Parks & Tree Board
☐ Planning Commission
☐ Police/Citizen Board
☐ Public Utilities Advisory Board
☒ Recreation Commission
☐ Traffic Advisory Committee
☐ Zoning Board of Appeals

RETURN THIS FORM TO:

City Manager's Office - Attn: Celyn
City Administrative Center
P.O. Box 998
Garden City, KS 67846-0998

GARDEN CITY IS MY TOWN TOO!

and I would be willing to serve on a planning or advisory board/committee.

NAME: Kely Garcia-Umana _____ HOME
PHONE: 620-315-2354 _____

ADDRESS: 950 Jennie Barker Rd Lot 145 _____ WORK
PHONE: 620-277-4027 _____

OCCUPATION (if employed): Diversity Trainer _____

PLACE OF EMPLOYMENT: Tyson Foods _____

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? 11 years _____

DESCRIBE WHY YOU ARE INTERESTED IN SERVING ON A BOARD/COMMISSION:

I would like to be involve in different community services to help different diverse groups
including our Team members in our facility.

OTHER APPLICABLE EXPERIENCE: I joined the Spanish Honor Society in High
School and attended to Buffalo Jones Elementary as a Para. Volunteered for different
community services as well. _____

PLEASE CHECK THE ONES IN WHICH YOU ARE INTERESTED IN SERVING:

- | | |
|--|---|
| <input type="checkbox"/> Airport | <input checked="" type="checkbox"/> Lee Richardson Zoo |
| <input type="checkbox"/> Alcohol Fund Advisory Board | <input checked="" type="checkbox"/> Parks & Tree |
| <input type="checkbox"/> Building Board of Appeals | <input type="checkbox"/> Planning Commission |
| <input checked="" type="checkbox"/> Cultural Relations | <input type="checkbox"/> Plumbing/Mechanical |
| <input type="checkbox"/> Electrical Examiners | <input checked="" type="checkbox"/> Police/Citizen |
| <input type="checkbox"/> Environmental Issues | <input checked="" type="checkbox"/> Recreation Commission |
| <input type="checkbox"/> Golf | <input type="checkbox"/> Traffic Committee |
| <input type="checkbox"/> Landmarks Commission | <input type="checkbox"/> Zoning Board of Appeals |



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Rachelle Powell, Director of Aviation
DATE: August 1, 2017
RE: AIP 39 Grant Agreement

ISSUE:

The Governing Body is asked to consider and approve the Grant Agreement 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 Governing Body approved the grant application on June 6, 2017. Attached is the Grant Agreement provided by The U.S. Department of Transportation Federal Aviation Administration.

ALTERNATIVES:

1. Approve the Grant Agreement 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 Grant Agreement.
3. Governing Body guidance to staff.

RECOMMENDATION:

Staff recommends approval of the Grant Agreement 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 (Fund 061). Total cost including engineering and construction expenses is as follows:

Total Project Costs	\$742,071.00
----------------------------	---------------------

<i>Federal Funds 90%</i>	<i>\$667,863.90</i>
<i>City Funds 10%</i>	<i>\$ 74,207.10</i>

-

ATTACHMENTS:

Description	Upload Date	Type
AIP 39 Grant Agreement	7/19/2017	Backup Material



U.S. Department
of Transportation
Federal Aviation
Administration

ORIGINAL

GRANT AGREEMENT

PART I - OFFER

Date of Offer

JUL 14 2017

Airport/Planning Area

Garden City Regional

AIP Grant Number

3-20-0024-039-2017

DUNS Number

073324220

TO: **City of Garden City, Kansas**
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated , for a grant of Federal funds for a project at or associated with the **Garden City Regional Airport**, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the **Garden City Regional Airport** (herein called the "Project") consisting of the following:

Crack, Joint Sealing and Panel Replacement on the Terminal Apron (570,000 square feet)

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay Ninety (90%) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$667,864.00**.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

 - \$0 for planning
 - \$667,864.00** for airport development or noise program implementation; and,
 - \$0 for land acquisition.
2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **August 11, 2017**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor

must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

11. System for Award Management (SAM) Registration And Universal Identifier.

A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

15. Financial Reporting and Payment Requirements. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the

United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

17. Maximum Obligation Increase For Primary Airports. In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- A. May not be increased for a planning project;
- B. May be increased by not more than 15 percent for development projects;
- C. May be increased by not more than 15 percent for land project.

18. Audits for Public Sponsors. The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.

19. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:

- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

20. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. AIP Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

22. Exhibit "A" Property Map. The Exhibit "A" Property Map dated **August 04, 2005**, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

23. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

24. Pavement Maintenance Management Program. The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will:

- A. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an

effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

- B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - a. Location of all runways, taxiways, and aprons;
 - b. Dimensions;
 - c. Type of pavement; and,
 - d. Year of construction or most recent major rehabilitation.
 2. Inspection Schedule.
 - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - a. Inspection date;
 - b. Location;
 - c. Distress types; and
 - d. Maintenance scheduled or performed.
 4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
- 25. Protection of Runway Protection Zone - Airport Property.** The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the runway protection zone, as depicted on the Exhibit "A": Property Map, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.
- 26. Protection of Runway Protection Zone - Easement.** The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

27. Plans and Specifications Approval Based Upon Certification. The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

- A. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
- B. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and,
- C. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Acting


(Signature)

Jim A. Johnson

(Typed Name)

Director, Central Region Airports Division

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____.

City of Garden City

(Name of Sponsor)

By:

(Signature of Sponsor's Authorized Official)

(Typed Name of Sponsor's Authorized Official)

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Kansas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____.

By:

(Signature of Sponsor's Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. 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?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4. 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).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. 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. <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below. 20-106	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 6. 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? If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply: <input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414. <input type="checkbox"/> Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<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:

The City of Garden City presently holds title to 1,847.92 acres of land designated as airport property. The City of Graden City has also acquired 3.31 acres of avigation easment surrounding the airport property.

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:

None.

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:

None.

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.

Yes.

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

Yes.

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)).

Yes.

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.

Not applicable.

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.

Not applicable.

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:

None.

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 City of Garden city holds title to 1,847.92 acres of fee simple property. The City has acquired 3.31 acres of avigation easement surrounding the airport. All properties are shown on the attached Exhibit "A" Property Map dated 8/4/2005.

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]

None.

(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]

None.

¹ 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: 20-106	
2. Functional or Other Breakout: AIP	

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			\$ 2,500
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			72,555
5. Other Architectural engineering fees			
6. Project inspection fees			137,617
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			529,400
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 742,072
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			742,072
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 742,072
19. Federal Share requested of Line 18			667,864
20. Grantee share			74,208
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 742,072

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

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	74,208
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 74,208
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	\$ 74,208

SECTION E – REMARKS (Attach sheets if additional space is required)	

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: 3-20-0024-039
AIRPORT: Garden City Regional Airport (GCK)
1. Objective: This project will provide for construction administration, construction inspection, testing of materials, and rehabilitation of the terminal apron pavement, along with reconstruction of a small dip in Runway 17-35 pavement and replacement of 14 incandescent runway hold position signs at the Garden City Regional Airport (GCK). This project's objective is to rehabilitate the apron pavement via crack sealing, joint re-sealing, various spall repairs, and replacement of select, cracked concrete panels. The concrete panels affected by the dip in Runway 17-35 will be replaced and the aforementioned signs will be replaced with LED signs that are compatible with a 3-Step and 5-Step
2. Benefits Anticipated: Rehabilitation of the terminal apron pavement will improve the pavement condition, which will enhance the safety of aircraft and airport service vehicle operations.
3. Approach: (See approved Scope of Work in Final Application) This phase of the project will complete the construction phase services and the rehabilitation of the terminal apron pavement.
4. Geographic Location: The City of Garden City owns and operates GCK, which is located in the southwestern portion of Kansas in Finney County. GCK is located approximately 10 miles east of downtown Garden City on Highway 50.
5. If Applicable, Provide Additional Information: N/A
6. Sponsor's Representative: (include address & telephone number) Rachelle Powell - Director of Aviation (620) 276-1190 2225 S. Air Service Rd., Suite 112 Garden City, Kansas 67846

Drug-Free Workplace 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 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 8/30/2017

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.

Certification and Disclosure Regarding Potential Conflicts of Interest 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

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: Rachelle Powell 5/30/2017

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.

Selection of Consultants

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 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 5/30/2017

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.

Project Plans and Specifications

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 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/). 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: Rachelle Powell 5/30/2017

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.

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) 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 5/30/2017

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: Rachelle Powell 5/30/2017

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.

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. 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.
- b. 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.
- c. 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 Exclusive Rights and 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

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- 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.¹
- 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.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- 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.¹
- 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.²
- 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

- a. Executive Order 11246 - Equal Employment Opportunity¹
- 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 Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- 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].^{4, 5, 6}
- 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.¹
- 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.¹
- 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).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- 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.^{1, 2}
- 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.¹

- 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.

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.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 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.
- ⁴ 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.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ 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.

- a.) 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.
- b.) 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.
- c.) 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.
- d.) 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.
- e.) 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.
- f.) 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.
- g.) 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.
 - a.) 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.

- b.) 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. by gross weights of such aircraft) is in excess of five million pounds 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.

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.
- a.) 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 January 24, 2017 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.



FAA Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 1/24/2017

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circularsand
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 1	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design

NUMBER	TITLE
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 01/24/2017

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Rachelle Powell, Director of Aviation
DATE: August 1, 2017
RE: FAA Office Lease

ISSUE:

The Governing Body is asked to consider and approve the Small Space Lease between the United States of America Department of Transportation Federal Aviation Administration and the City of Garden City.

BACKGROUND:

The United States of America Department of Transportation Federal Aviation Administration rents approximately 2,580 square feet of office and technical space on the basement floor of the Airport Administration Building at the Garden City Regional Airport. Staff and the Federal Aviation Administration Real Estate Contracting Officer negotiated the contract that is provided as an attachment. The term is October 1, 2017 through September 30, 2022. City Attorney Randy Grisell has reviewed the Small Space Lease.

ALTERNATIVES:

1. Approve the Small Space Lease between the United States of America Department of Transportation Federal Aviation Administration and the City of Garden City.
2. Do not approve the Small Space Lease between the United States of America Department of Transportation Federal Aviation Administration and the City of Garden City.
3. Governing Body guidance to staff.

RECOMMENDATION:

Staff recommends approval of the Small Space Lease between the United States of America Department of Transportation Federal Aviation Administration and the City of Garden City.

FISCAL NOTE:

The airport budgets the Small Space Lease revenue in fund 060. The annual rent is \$37,800, which is an 8% increase.

ATTACHMENTS:

Description	Upload Date	Type
FAA Lease	7/19/2017	Backup Material

SMALL SPACE LEASE

Between

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

And

CITY OF GARDEN CITY, KANSAS

**Lease No. DTFACN-17-L-00149
(GCK) Systems Support Center
Garden City, Kansas**

This lease is entered into by and between the City of Garden City, Kansas, hereinafter referred to as the Lessor and the United States of America, hereinafter referred to as the Government or the Federal Aviation Administration (FAA). The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

This lease succeeds Lease No. DTFA09-96-L-12176 and all other previous agreements between the parties for the leased property described in this document.

Witnesseth: The parties hereto, and for the consideration hereinafter mentioned, covenant and agree as follows:

1. DESCRIPTION – The Lessor hereby leases to the Government the following described premises, including parking.

Approximately 2,580 usable square feet of office and technical space on the basement floor of the Airport Administration Building, Garden City Regional Airport, 2225 South Air Service Road, Garden City, Kansas, 67846, as shown on Floor Plan, identified as Exhibit A, attached hereto and made a part hereof.

The Lessor shall provide fifteen (15) off-street parking spaces at no additional cost to the Government. Compliant accessible parking spaces shall be provided in accordance with the requirements of the Architectural Barriers Act Accessibility Standards (ABAAS) 42 U.S.C 4151 and as set forth in the ABAAS scoping table. The Lessor shall maintain the parking areas in good repair and provide snow and ice removal, as well as the removal of any obstruction that limits FAA access to its spaces.

2. TERM (08/02) – To have and to hold, for the term commencing on October 1, 2017 and continuing through September 30, 2022 inclusive, provided that adequate appropriations are available from year to year for the payment of rentals.

3. **CONSIDERATION (07/14)** – The Government shall pay the Lessor rental for the premises in the amount of \$37,800.00 per year, payable at \$3,150.00 per month in arrears, without the submission of invoices or vouchers. Payments are due on the first business day following the end of the payment period and are subject to available appropriations. The payments shall be directly deposited in accordance with the "Payment by Electronic Funds Transfer" clause in this lease, and shall be considered paid on the day an electronic funds transfer is made.

Cost breakdown for rental consideration is as follows:

	Rent per SF	Rent per Year	Rent per Month
Base Rent	\$5.68	\$14,654.00	\$1,221.17
Electric/water/sewer	\$1.20		
Gas	\$1.12		
Janitorial	\$4.26		
Repairs/maintenance	<u>\$2.39</u>		
Total operating costs	\$8.97	\$23,146.00	\$1,928.83
Totals	\$14.65	\$37,800.00	\$3,150.00

4. **CANCELLATION (08/02)** – The Government may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government, giving at least thirty (30) days' notice in writing to the Lessor. No rental will accrue after the effective date of termination. Said notice will be computed commencing with the day after the date of mailing.
5. **HOLDOVER (07/14)** – If after the expiration of the lease, the Government shall retain possession of the premises, the lease shall continue in force and effect on a month-to-month basis. Rent shall be paid in accordance with the terms of the lease, in arrears on a prorated basis, at the rate paid during the lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the premises.
6. **SERVICE, UTILITIES, AND MAINTENANCE OF PREMISES (07/14)** – The Lessor shall maintain the leased premises, including outside areas in a clean condition. The Lessor shall provide the labor, materials, equipment and supervision necessary to ensure good repair and tenable condition. Services, utilities, and maintenance will be provided daily, extending from 7:30 a.m. to 4:00 p.m. except Saturday, Sunday, and federal holidays. Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week. The Government will have access to the leased premises at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment. The Lessor shall provide the following:
- A. Electricity
 - B. Water (hot and cold) to leased premises.
 - C. Chilled drinking water
 - D. Janitorial services (as described in Article 9)

2.6.9 Small Space Lease

CLSA January 2017

OMB Control No. 2120-0595

- E. Window washing twice yearly
 - F. Pest control
 - G. Grounds maintenance
 - H. Snow/ice removal
 - I. Replacement lamps, tubes and ballasts
 - J. Exterior and interior door locks and hardware designed to accept 7-pin removable cores manufactured by "Best Lock," supplied by the Government
 - K. Carpet replacement – includes moving and return of furniture when replacing carpet every eight (8) years or when the following happens:
 - 1. Backing or underlayment is exposed
 - 2. Noticeable variations in surface color or texture
7. PAINTING (07/16) – Prior to occupancy, all surfaces must be newly painted with non-lead based paints in colors acceptable to the Government. All surfaces must be repainted after working hours at Lessor's expense at least once every eight (8) years. Such repainting includes the moving and returning of the furniture, including dismantling, moving and re-assembling the Government's systems furniture, if directed by the Government, at the Lessor's expense. Any existing lead based paint must be properly maintained and managed per existing federal, state, and local regulatory requirements. If there is chipping, flaking, or peeling paint in the leased premises during the period of Government occupancy, it must be sampled for lead at the Lessor's expense. If containing lead, it must be abated at the Lessor's expense. This could be performed either by removal or sealing with an encapsulating material.
8. MAINTENANCE OF GROUNDS AND WALKWAY – The Lessor shall maintain in good condition landscape plants and lawns. The Lessor shall also remove snow and ice from the entrances, exterior walks and parking areas around the premises, during the Government's hours set forth in the "Service, Utilities and Maintenance of Premises" clause.
9. JANITORIAL SERVICES (07/14) – The Lessor shall provide janitorial services for the leased space, public areas, entrances, and all other common areas and shall provide replacement of supplies.
- A. Selection of Cleaning Products and Equipment - The Lessor shall select, to the maximum extent practicable janitorial cleaning products and equipment that promote environmental stewardship. At a minimum, the Lessor shall:
 - 1. Use products that are packaged ecologically;
 - 2. Use products and equipment considered environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable; and;
 - 3. Minimize the use of harsh chemicals and the release of irritating fumes.
 - B. Selection of Paper Products - The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to the Environmental Protection Agency's (EPA) Comprehensive Procurement Guidance (CPG).

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- C. Schedule of Cleaning - Cleaning shall be performed after the hours identified in this lease, unless cleaning during official duty hours is specified as a special requirement. The Lessor shall provide the schedule for the required cleaning services and their frequencies. A suggested schedule is set forth below:
1. Daily:
 - a. Sweep floors using chemically treated absorbent or dusting tools (such as DEX or equal).
 - b. Vacuum all carpeted areas, as needed.
 - c. Empty waste baskets and containers; dispose of waste paper, trash, and other extraneous materials.
 - d. Clean restrooms:
 - i. Clean restroom fixtures and chrome fittings.
 - ii. Clean and refill all dispensers (including deodorant material)
 - iii. Wet mop restroom floors.
 - iv. Sanitize sinks, toilets, toilet seats, and urinals.
 - v. Spot wash walls, partitions, and doors.
 - e. Furnish and maintain constant supply of deodorant material and paper products
 - f. Wash all drinking fountains.
 - g. Refill hand sanitizer dispensers in common areas, where applicable
 2. Weekly:
 - a. Dust counters, file cabinets, and telephones, and surfaces of all office furniture, fixtures, and window sills (except desk tops).
 - b. Damp mop all non-carpeted floors.
 - c. Vacuum all carpeted areas.
 3. Monthly:
 - a. Wash waste baskets.
 - b. Wax and buff non-carpeted floors.
 - c. Clean or wash walls as needed to present a neat appearance.
 - d. Dust all ledges and flat surfaces within reach.
 - e. Dust and clean all light fixtures.
 - f. Dust and clean all window blinds.
 - g. Wash restroom walls, partitions, and doors.
 4. Annually:
 - a. Strip old wax from all floor space and rewax.
 - b. Shampoo all carpeted floors.
10. HVAC (07/16) – All heating, ventilation and air-conditioning systems that service the leased space must maintain a temperature range of 68-72 degrees Fahrenheit year-round or as dictated in the most recent version of ASHRAE Standard 62 – Ventilation for Acceptable Indoor Air Quality and ASHRAE Standard 55 – Thermal Environmental Conditions for Human Occupancy. These temperatures must be maintained during hours of operation throughout the leased premises and service areas regardless of outside temperatures.

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In order to ensure that there is no degradation of air quality or air flow in the leased premises during the term of the lease, the Lessor agrees to perform preventative maintenance as needed on all HVAC units (check for defects, lubricate, make adjustments, change the filters, clean and make other necessary service requirements) to ensure compliance. Lessor also agrees to service the VAV boxes annually (on or before each lease anniversary date). Such service will include checking the temperature ranges, checking all speeds on each fan, cleaning the fans and other components, replacing defective parts and completing other necessary repairs and maintenance.

11. PEST CONTROL (07/16) – Pesticide application to exterminate and control pests within the leased premises can be performed per periodic schedule for preventative maintenance and according to need with 24-hour notification to the facility manager. Prior to any addition/change in type of pesticides or other chemical pest control, Lessor must provide 48-hour written notice with applicable Safety Data Sheet(s) (SDS) to be provided to the facility manager for information and acceptance with a copy to the RECO. Herbicides/pesticides are not to be applied near the outside air intakes of the building when the system is in operation, nor within the leased premises during normal working hours or when the system is in operation.

12. ACCESSIBILITY (07/14) – The building and the leased premises shall be accessible to persons with disabilities pursuant to the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standards (ABAAS) 41 CFR Parts 102-71, 102-72, et al, and all applicable state and local accessibility laws and regulations. ABAAS is available at www.access-board.gov.

Subject to the exception set forth herein, separate ABAAS compliant toilet facilities for men and women shall be provided on each floor where the Government leases space. Separate ABAAS compliant toilet facilities shall not be required if due to the age of the building, design layout, or other structural requirements, it is technically infeasible to do so. In the event the Lessor determines that it is technically infeasible to provide separate ABAAS compliant toilet facilities, the Lessor shall provide the basis for the determination of technical infeasibility in writing to the RECO, together with all supporting documentation.

Water closets and urinals shall not be visible when the exterior door is open. Each toilet room shall contain toilet paper dispensers, soap dispensers, paper towel dispensers, waste receptacles; a coin operated sanitary napkin dispenser with receptacle for each toilet in the women's restroom, disposable toilet seat cover dispensers, a convenience outlet, and hot and cold water for all restrooms. No fewer than two drinking fountains shall be provided. One drinking fountain shall be a low unit commonly called a wheelchair unit and one drinking fountain shall comply with standing persons requirements, unless sufficient space is not available to provide both a wheelchair unit and a standing persons unit. In such instance, and subject to the approval of the RECO, a single unit able to accommodate both disabled and non-disabled persons shall be provided.

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13. **CONTRACT DISPUTES (11/03)** – All lease disputes arising under or related to this lease shall be resolved through the FAA dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

All lease disputes shall be in writing and shall be filed at the following address:
Office of Dispute Resolution for Acquisition, AGC-70, Federal Aviation Administration,
800 Independence Avenue, SW, Room 323, Washington, DC 20591, Telephone: (202) 267-3290, Facsimile: (202) 267-3720

A lease dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the lease claim involved. A lease dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

14. **MAINTENANCE OF THE PREMISES (10/96)** – The Lessor will maintain the demised premises, including the building, grounds, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition.
15. **FAILURE IN PERFORMANCE (10/96)** – In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause will constitute default by the Government on this lease.
16. **NO WAIVER (10/96)** – No failure by the Government to insist upon strict performance of any provision of this lease, or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.
17. **NON-RESTORATION (10/96)** – The FAA will have no obligation to restore and/or rehabilitate, either wholly or partially, the premises under this lease. It is further agreed that the FAA may abandon in place any or all of the structures, improvements and/or equipment installed in or located upon said property by the FAA during its tenure. Notice of abandonment will be conveyed to the Lessor in writing.
18. **DAMAGE BY FIRE OR OTHER CASUALTY (10/96)** – If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the Government, the Government may terminate the lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due.

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19. OCCUPANCY PERMIT (07/14) – The premises offered will have a valid Occupancy Permit, issued by the local jurisdiction, for the intended use of the Government, or the Lessor will complete and provide a certified copy of "FAA Safety & Environmental Checklist" form, in lieu of an occupancy permit, at the RECO's discretion.
20. HOLD HARMLESS (10/96) – In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671 et. seq.), hereafter termed "the Act" the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.
21. CONSTRUCTION COORDINATION (08/02) – A pre-construction meeting shall be held at the facility prior to the commencement of any construction, renovation, remodeling, or repair within the leased premises and areas connected to or integrated with the leased premises. If any items on the checklist are questionable or undone, full resolution of the issues will be expected before the project starts. The pre-construction meeting will be planned, scheduled, and coordinated with the RECO, the Government's supervisor or manager responsible for the facility, at least one week before the execution of the work.
22. INSPECTION (10/96) – The Government reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this lease. The Government shall have the right to perform sampling of suspected hazardous conditions.
23. WARRANTY OF SPACE (01/16) – The Lessor warrants that all space leased to the Government under this contract must comply with Federal, state, and local regulations. The space leased is not limited to that set forth in this Lease, but which also shall include spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces and common use space (e.g., lobbies, hallways).
24. DOORS (04/12) – Exterior doors shall be weather tight, equipped with cylinder locks and door checks, automatic door closures and open outward. The FAA will be furnished at least two master keys and two keys for each lock. Interior doors must be solid cored and at least 32 by 80 inches with a minimum opening of 32 inches and be of sturdy construction. Fire doors shall conform to NFPA Standard No. 80. As designated by the FAA, doors shall be equipped with non-removable hinge pins, and locks with 7-pin removable cores. The FAA shall provide cores.

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25. LIGHTING (07/16) – Modern, diffused, energy efficient fixtures shall be provided that maintain a uniform lighting level of 50 foot candles at working surfaces. Emergency lighting must provide at least 0.5 foot candles of illumination throughout the exit path, including exit access routes, exit stairways, or other routes such as passageways to the outside of the building.
26. ADHESIVES AND SEALANTS (07/16) – The Lessor shall use adhesives and sealants that contain no formaldehyde, asbestos, or heavy metals.
27. INSTALLATION OF ANTENNAS, CABLES AND OTHER APPURTENANCES (4/12) – The FAA shall have the right to install, operate and maintain antennas, wires and their supporting structures, including any linking wires, connecting cables and conduits atop and within buildings and structures, or at other locations, as deemed necessary by the Government. The Government will coordinate with the Lessor when installing antennas, cables, and other appurtenances.
28. INDOOR AIR QUALITY (07/16) – The Lessor must control contaminants at the source and/or operate the space in such a manner that the indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (CH₂O), are not exceeded. The indicator levels for office area are as follows: CO less than 5 parts per million (PPM); CO₂ - 700 PPM; CH₂O - 0.027 PPM. All indoor air contaminant levels in leased space must be kept below appropriate OSHA regulations or OSHA required consensus standards. Air quality and facility cleaning will be required and adequate to prevent the growth of mold, mildew and bacteria. Any visual evidence of these will require immediate sampling and remediation. Moisture/standing water must be controlled to prevent the growth of these.
- During working hours, ventilation must be provided in accordance with the latest edition of ANSI/American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) Standard 62, *Ventilation for Acceptable Indoor Air Quality* and ASHRAE Standard 55, *Thermal Environmental Conditions for Human Occupancy*.
- The Lessor shall promptly investigate indoor air quality (IAQ) complaints and must implement controls including alteration of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining heating, ventilation and air conditioning (HVAC) systems, etc.). The FAA is responsible for addressing IAQ problems resulting from its own activities.
- The Lessor must provide SDS to the FAA facility manager and RECO for all chemicals and cleaning solutions at least 24 hours prior to their use in the FAA spaces or other buildings that might affect air quality in the FAA space(s). Materials should contain low or no Volatile Organic Compounds (VOC) and additional ventilation may be required when using chemicals and cleaning solutions.
29. MOLD GROWTH IDENTIFICATION AND CONTROL (07/16) – The Lessor must control mold growth and their sources including excessive levels of moisture and humidity.

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Adequate air quality and facility cleaning is required to prevent the growth of mold, mildew, and bacteria. Any visual evidence requires immediate sampling and remediation by Lessor.

Following a water-intrusion event, the Lessor must identify the water source and immediately implement water-extraction and -drying efforts. Once the water source is identified, the Lessor must take action to prevent additional water damage and ensure that permanent fixes are in place prior to build-back and restoring building materials. Within 24–48 hours of water damage from clean water sources, (e.g., water supply lines, rainwater, and snowmelt from rooftops) all building materials must be dried to a moisture level to prevent mold growth.

All porous materials contaminated with sewage or other Category 2 (e.g., washing machine overflows, toilet overflows, and non-feces waters) or 3 (sewage backups and overflows from beyond toilet traps, feces, floodwaters, and groundwater intrusion) water sources must be discarded. All non-porous material must be cleaned and disinfected.

Mold remediation and cleaning must be conducted using recognized industry methods and practices (e.g. Institute of Inspection, Cleaning and Restoration Certification (IICRC) S500 Standard and Reference Guide for Professional Water Damage Restoration, IICRC-S520 Standard and Reference Guide for Professional Mold Remediation, 2008, and National Air Duct Cleaners Association (NADCA): Assessment, Cleaning and Restoration of HVAC Systems, ACR 2006). State requirements concerning mold remediation contractors training and licensing must be followed.

The Lessor must coordinate with the FAA facility manager and RECO regarding all mold remediation operations. The FAA must be afforded the opportunity to provide input in the mold remediation process. Biocides must be used cautiously and in accordance with EPA requirements. A Certified Industrial Hygienist (CIH) must pre-approve the use of EPA-approved biocides in air conveyance systems.

30. DRINKING WATER (07/16) – The Lessor shall ensure that drinking water provided in the leased space meets the standards prescribed in the Safe Drinking Water Act, 42 U.S.C § 300. The Lessor shall test the sources of drinking water in the leased space (faucets, drinking water fountains, ice machines, etc.) on a periodic basis, but no less than every three (3) years to ensure water quality (e.g., lead, copper, total coliforms). If the Lessor performs plumbing and/or renovation work in the leased space that impacts the drinking water (i.e., replacement of water lines), the Lessor shall test the drinking water in the area affected by the plumbing and/or renovation work. The Lessor must implement corrective actions if the drinking water test results exceed Safe Drinking Water Act criteria. The Lessor shall provide a copy of any test report to the RECO and facility manager.
31. ASBESTOS (07/16) – The Lessor must ensure that FAA personnel are protected from asbestos hazards, in accordance with:
 - A. 29 CFR 1910.1001, Asbestos (General Industry)
 - B. 29 CFR 1926.1101, Asbestos (Construction)

- C. 40 CFR 763, Subpart E, Asbestos Containing Materials in Schools, Asbestos Hazard Emergency Response Act (AHERA)
- D. 40 CFR 61, Subpart M, National Emissions Standards for Hazardous Air Pollutants (NESHAP)
- E. State and local asbestos regulations

Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Lessor warrants that all space leased to the Government under this contract, which space is not limited to that set forth in this lease, but which also shall include spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces and common use space (e.g., lobbies, hallways) will, at the time of acceptance and during the term of this lease, including all extensions thereof, comply with asbestos regulatory requirements. The RECO must notify the Lessor in writing of any failure to comply with asbestos requirements, within 5 days after the discovery thereof. All construction by the Lessor is required to comply with the OSHA, EPA, and state/local regulations for asbestos.

The leased premises and common areas frequented by FAA employees (such as restrooms, corridors, and lobbies) must be free of all asbestos-containing material during the time of this lease. If Asbestos Containing Materials (ACMs) are found to be in the leased space, the Government reserves the right to require the Lessor, at no cost to the Government, to take whatever corrective action is required by OSHA, EPA, state and local requirements. All facilities are required to have a current and thorough asbestos building survey or an asbestos free certification (in accordance with federal, state and local regulations) conducted by a qualified inspector, including a visual examination and bulk sampling. All ACM survey reports must be sent to the RECO.

If there is ACM remediation performed, the Lessor must provide the RECO and the FAA facility manager with an asbestos re-inspection report which indicates the location and condition of all ACM in the FAA leased areas and common areas of the facility.

The Lessor must ensure that asbestos warning labels and signs are posted in accordance with OSHA regulations.

Prior to the start of any construction, renovation or maintenance activities at the facility that will impact building materials, the Lessor must ensure that a determination has been made as to whether ACM will be impacted as part of the work. If ACM will be impacted, the Lessor must ensure that corrective actions are taken to prevent FAA employees from exposure to asbestos fibers.

If the Lessor supplies the janitorial or maintenance contracts, those employees must be informed of the presence and location of asbestos at the facility.

"Acceptance", as used in this clause means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, the

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leased premises as ready for occupancy or approves a portion of the premises for occupancy in accordance with the provisions of this lease contract.

"Corrective Action", as used in this clause, means the removal, encapsulation or enclosure of ACM. All corrective actions must be conducted by qualified, licensed asbestos abatement contractors in accordance with OSHA, EPA, state, local and FAA requirements. Following such abatement actions, the Lessor shall adhere to regulatory required post-asbestos-abatement air monitoring program requirements.

32. FACILITY SECURITY (04/12) – Security requirements for Government occupied space must meet minimum-security accreditation standards for the type of facility covered by this lease. The FAA Facility Security Management Program defines facility security accreditation standard levels. The security requirements identified below are tailored specifically for the type of facility covered by this lease. The Lessor shall provide or make accommodation to provide for all the security requirements listed herein for the leased premises covered by this lease agreement: (a) barrier material installed above all demising walls, and (b) solid core doors installed in M&PA office.

The local SSE will determine any additional security upgrades that are required to meet accreditation and shall conduct a final security assessment of the building. The Lessor shall provide maintenance services to the security upgrades installed by the Lessor within the leased premises and covered under this lease.

33. GENERAL CLAUSES INCLUDED BY REFERENCE – This lease incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request the full text will be provided by the RECO.

- 33.1. DEFAULT BY LESSOR (10/96)
- 33.2. COMPLIANCE WITH APPLICABLE LAWS (10/96)
- 33.3. OFFICIALS NOT TO BENEFIT (10/96)
- 33.4. COVENANT AGAINST CONTINGENT FEES (8/02)
- 33.5. ANTI-KICKBACK (07/14)
- 33.6. EXAMINATION OF RECORDS (08/02)
- 33.7. ASSIGNMENT OF CLAIMS (10/96)
- 33.8. SUBORDINATION, NONDISTURBANCE AND ATTORNMEN (07/14)
- 33.9. SUBLEASE (10/96)
- 33.10. INTEGRATED AGREEMENT (10/96)
- 33.11. EQUAL OPPORTUNITY (10/96)
- 33.12. AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (10/96)
- 33.13. AFFIRMATIVE ACTION FOR DISABLED WORKERS (10/96)
- 33.14. UNAUTHORIZED NEGOTIATING (10/96)

34. FINANCIAL CLAUSES INCLUDED BY REFERENCE – This lease incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request the full text will be provided by the RECO.

- 34.1. PAYMENT BY ELECTRONIC FUNDS TRANSFER (07/14)
34.2. SYSTEM FOR AWARD MANAGEMENT (07/14)
35. FIRE AND LIFE SAFETY CLAUSES INCLUDED BY REFERENCE – This lease incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request the full text will be provided by the RECO.
35.1. ENVIRONMENTAL AND OCCUPATIONAL SAFETY AND HEALTH (EOSH) REQUIREMENTS (07/16)
35.2. FIRE AND LIFE SAFETY REQUIREMENTS (01/16)
35.3. ELECTRICAL SAFETY (01/16)
36. ENVIRONMENTAL CLAUSES INCLUDED BY REFERENCE – This lease incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request the full text will be provided by the RECO.
36.1. HALON (04/12)
36.2. RADON (07/16)
36.3. RECYCLING (01/16)
37. SECURITY CLAUSES INCLUDED BY REFERENCE (07/14) – This lease incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request the full text will be provided by the RECO.
37.1. FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES (10/14)
37.2. LESSOR PERSONNEL SUITABILITY REQUIREMENTS (10/13)
37.3. ACCESS TO FAA SYSTEMS AND GOVERNMENT-ISSUED KEYS, PERSONAL IDENTITY VERIFICATION (PIV) CARDS, AND VEHICLE DECALS (10/13)
38. LESSOR'S SUCCESSORS (10/96) – The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.
39. NOTICES – All notices/correspondence shall be in writing, reference the lease number, and be addressed as follows:
- | | |
|----------------------------------|--|
| TO THE LESSOR | TO THE GOVERNMENT |
| City of Garden City | DOT/Federal Aviation Administration |
| 301 North 8 th Street | Real Estate & Utilities Group, ALO-720 |
| Garden City, Kansas 67846 | 10101 Hillwood Parkway |
| | Fort Worth. TX 76177 |
40. ATTACHMENTS –
Exhibit A, Floor Plan

In witness whereof, the parties hereto have signed their names.

CITY OF GARDEN CITY

Melvin L. Dale, Mayor

Date

UNITED STATES OF AMERICA

Jennifer W. Miller
Real Estate Contracting Officer

Date

PUBLIC AUTHORIZATION CERTIFICATE

I, _____ (*name*) certify that I am the _____ (*title*)
of the City of Garden City named in the foregoing agreement; and that Melvin L. Dale, who
signed said agreement on behalf of the City of Garden City was then Mayor of the City of
Garden City; that said agreement was duly signed for and on behalf of the City of Garden City
by authority of its governing body, and is within the scope of its powers.

Signed _____

Seal of Authority

(The individual signing this certificate and the individual signing the lease cannot be the same person.)



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Fred Jones, Water Resource Manager
DATE: August 1, 2017
RE: Bid Award: 2017 Water Distribution System Improvements

ISSUE:

The Governing Body is asked to consider and approve a bid for the construction of water distribution improvements within the City of Garden City, Kansas.

BACKGROUND:

The City solicited bids for the following distribution improvements within the City of Garden City, Kansas.

- Water Line Replacement Projects - Part 1:
 - Line A. Along 1st Street (Between Maple St. and Santa Fe Street)
 - Line B. Along 2nd Street (Between Maple St. and Santa Fe Street)
 - Line C. Along Maple Street (Between 6th Street and 7th Street)
 - Line D. Along Albert Street (Between 8th Street and B Street)
 - Line E. Along 10th Street (Between Buffalo Jones Avenue and Jenny Avenue)
 - Line F. Along Conkling Avenue (Between St. John Street and Walker Street)
- Water Line Replacement Projects- Part 2:
 - Along 7th Street (Between Chestnut Street and Kansas Avenue)
 - Along 7th Street (Between Thompson Street and Emerson Street)
 - Along Emerson Street (Between 7th Street and Main Street)

The projects represent the most of the water main improvements recommended in the 2014 Water Distribution System Master Plan report that was presented to the City Commission at the May 21, 2014 meeting. The project along 7th Street (Between Thompson Street and Emerson Street) and along Emerson Street was added to the project due multiple main breaks that were experienced in this particular area as the system improvements project was under development. The project timeline is: Notice of Award by August 16, 2017, Substantial Completion by February 12, 2017 (180 calendar days), and Final Completion by March 14, 2018 (210 calendar days). The bid tabulation document is attached.

ALTERNATIVES:

1. Accept the low bid from Nowak Construction Co. to construct 2017 Water Distribution System Water Line Replacement Projects Part 1 for \$584,567.00 and Part 2 for \$502,700.00. The total of both parts equaling \$1,087,267.00, and authorize the City Manager to execute the contract documents.
2. Select an alternate bid to construct the 2017 Water Distribution System Improvements.
3. Reject all bids and direct staff to find an alternate solution.

RECOMMENDATION:

Staff recommends Alternative #1.

FISCAL NOTE:

The 2017 Water Distribution System Improvements is part of the temporary financing for Water Department projects in 2017. Bond account 041.91.000.6040.05 balance is \$1,611,047.64.

ATTACHMENTS:

Description	Upload Date	Type
2017 Water Distribution System Improvements Bid Tabulation	7/26/2017	Exhibit

BID TABULATION SUMMARY

BID FOR: City of Garden City, Kansas
 Water Distribution System Improvements
 City Project: UW2016-006

TIME: 26 July 2017, 1:30 p.m.

Bidder	Bid Security	Addendum No. 1	Substantial Completion	Final Completion	Bid Form Attachment A Part 1 – Total Bid Price	Bid Form Attachment A Part 2 - Total Bid Price
Nowak Construction	X	X	180	210	\$ 584,567.00	\$ 502,700.00
Smoky Hill Construction	X	X	180	210	\$ 886,605.45	\$ 716,706.00
			180	210		
			180	210		
			180	210		
			180	210		
Engineer's Estimate					\$ 714,890.00	\$689,625.00



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Fred Jones, Water Resource Manager
DATE: August 1, 2017
RE: Water and Wastewater SCADA Improvements Task Order #2: SCADA Upgrade for the Wastewater Treatment Plant

ISSUE:

The Governing Body is asked to consider and approve Task Order #2 with Mid America Consultants, Inc. for \$450,000 to implement improvements to the Wastewater Department Supervisory Control and Data Acquisition System (SCADA).

BACKGROUND:

The scope of this Task Order #2 will replace 17 different Programmable Logic Controllers (PLC) currently in use in the existing SCADA system with one redundant Allen Bradley PLC and a redundant communication network. Reducing the number of PLC's will reduce the system complexity and provide easier maintenance of the system. Many of the PLC's currently in use are obsolete and must be replaced to ensure reliable operation at the WWTP.

If approved, the project will take approximately 16 weeks after notice to proceed for completion.

In November 2016, the City Commission approved an engineering agreement with Mid America Consultants, Inc., to provide design alternatives for SCADA installation to be considered by staff. The engineering report with design alternatives was completed in December 2016. The report outlined a schedule of implementation for the Water and Electric Utility staff to ensure the improvements met the needs of the City. In March 2017, the City Commission approved a Master Agreement and Task Order #1 to upgrade the SCADA system used by the Water Utility. At the writing of this memo, work on Task Order #1 is approximately 60% complete and is on target to be complete by August 31st.

A proposal for the remaining task will be submitted as the project progresses. Task Order #3 will address the upgrade of PLC's and communication equipment at the Waste Water Lift Stations. The anticipated cost of the remaining task order is \$135,000.

ALTERNATIVES:

1. Approve the proposal for professional services from Mid America Consultants, Inc. for \$450,000 executing Task Order #2.
2. Reject the proposal from Mid America Consultants, Inc. and direct staff to pursue an alternative solution.

RECOMMENDATION:

Staff recommends Alternative #1.

FISCAL NOTE:

The cost of this Task Order #2 is \$450,000. The project is funded from GL#068-411-6110.03 fund balance is \$653,262.75.

ATTACHMENTS:

Description	Upload Date	Type
Mid America Consultants, Inc. Task Order #2	7/24/2017	Exhibit

TASK ORDER #2

PROJECT NAME: SCADA Upgrade for the Wastewater Treatment Plant

MACI CONTACT PERSON: Ken Ludwig (913) 888-6767 x1, kludwig@midamconi.com

GARDEN CITY CONTACT PERSON: Fred Jones, Water Resource Manager

PROJECT DESCRIPTION

The City's wastewater treatment plant system consists of 17 different PLC's to control the whole of the WWTP. All of these PLC's are obsolete and increasingly becoming difficult to maintain and find replacement parts.

The goal of the project is to replace the 17 different PLC's with one redundant Allen Bradley PLC and a redundant communication network to reduce single point failures in the control system and to provide easier maintenance of the system.

This task does not include upgrading the lift station PLC's

SCHEDULE

It will take us 16 weeks after receipt of a signed task order to be ready to start the changeover of the system.

We anticipate that once we start field activities that it will take approximately 8 weeks to convert the system.

FEE ARRANGEMENT:

MACI will provide the above scope of work for a lump sum fee of \$450,000.00. We will invoice monthly for the equipment delivered to the City and the services performed that month.

This fee covers the following parts of the engineering study

- a. Wastewater System Control System Alternative #2B.

Task Order #1

City of Garden City, Kansas
(Client)

Mid America Consultants, Inc.
(Consultant)

By: _____

By: _____

Title: _____
(Authorized signature and Title)

Title: Kenneth Ludwig, President
(Authorized signature and Title)

Date: _____

Date: _____

Address: _____

Address: 9212 Nieman Rd

City: _____

City: Overland Park, KS 66214

SUPPORTING INFORMATION

1.1 INFORMATION / ASSUMPTIONS

The existing WWTP is controlled by 17 PLC's which are a combination of Modicon Momentum PLC's (7 total, Headworks, Sludge Handling, Aeration, Belt Press, Lower Processing, UV, and Maintenance), GE PLC's (3 for the belt filter presses), and Toshiba PLC's (7 on the blowers). These PLC's are connected to the Wonderware for control and display of alarms via a copper / fiber Ethernet network that connects all of the buildings at the WWTP. See Figure 1 at the end of this section for the existing system architecture.

The Modicon system has distributed I/O with interface modules mounted in the MCC buckets, and with the soft starters and VFD's in the system having communication cards. All of these MCC devices are connected to the various Momentum PLC's via a Modbus + communication network.

The Modicon, GE, and Toshiba PLC's are all obsolete.

The goal of the project is to replace the PLC's with Allen Bradley PLC's and modify the Wonderware operator interface software package.

The following is a list of the PLC's included in this system along with the I/O counts for each PLC.

<u>PLC</u>	Hard				Soft			
	<u>DI</u>	<u>DO</u>	<u>AI</u>	<u>AO</u>	<u>DI</u>	<u>DO</u>	<u>AI</u>	<u>AO</u>
Headworks	42	9	1	0	0	0	0	0
Maintenance	16	0	0	0	306	57	114	52
UV Bldg	28	8	3	3	44	13	24	14
Sludge Hold	4	0	5	0	44	41	53	34
Solids Bldg	3	1	7	0	117	51	96	39
Solids Aeration	0	0	3	8	144	40	72	16
Solids Press	20	13	10	8	82	25	54	40
Digester Blwr 1	7	9	0	0	0	0	0	0
Digester Blwr 2	7	9	0	0	0	0	0	0
Digester Blwr 3	7	9	0	0	0	0	0	0
Digester Blwr 4	7	9	0	0	0	0	0	0
Sludge Handling Blwr 1	7	9	0	0	0	0	0	0
Sludge Handling Blwr 2	7	9	0	0	0	0	0	0
Sludge Handling Blwr 3	7	9	0	0	0	0	0	0
Gravity Belt Thick 1	39	31	0	0	0	0	0	0
Gravity Belt Thick 2	39	31	0	0	0	0	0	0
Belt Filter Press	<u>39</u>	<u>30</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total	279	186	29	19	737	227	413	195

Because there is a total of 2085 points, we have elected not to list all of the I/O at this point.

All of the above Soft I/O enters the PLC's via the Modbus + network.

Communications and data transfer over Modbus+ has three variations, Global Database, Specific Inputs and Outputs, and Master / Slave.

Global database is every node on the Modbus+ network broadcasts a set of data over the network, and every other node on the network listens for that data and if configured, will collect the data and process it.

The specific inputs and outputs is a specialized function in Modicon PLC's where it is a map of data from one node to another node.

The Master / Slave protocol has a Master node send a request for a specific set of registers from a node. When that node receives the token, it replies with the requested data to the master node.

A third party company Prosoft has developed a product that can act as a gateway to interface between Allen Bradley and Modbus +. The Prosoft Modbus + module will do two out of the 3 Modbus + communication methods, Global database and Master / Slave. The Prosoft module will not do Specific Inputs and Specific Outputs. We have tested the Prosoft module and it will interface to the Modbus + devices and control and exchange information.

The existing fiber optic network has one end that starts at the Office, jumps to the maintenance building, jumps to the UV building, and finishes up at the Sludge processing building. There is a fiber optic jumper from the Sludge processing building to the Headworks PLC and a jumper from the Sludge processing building to the Sludge Handling building.

The City has agreed to install a fiber optic cable between Headworks building and the Maintenance building, enabling a fiber ring between all of the buildings at the WWTP. As part of this project we will be installing Ethernet switches that will take advantage of this ring and provide a redundant communications path should one of the fiber legs become damaged.

The Wonderware system will be modified to communicate with the new PLC and to work in the new Wonderware System Platform configuration that was developed for the Water system, which has two redundant servers and a historian server..

1.2 SCOPE OF WORK

MACI will provide the equipment on the attached Bill of Materials.

MACI will provide the following services.

1. Develop schematics and wiring diagrams and / or update documentation for each of the PLC cabinet's sites to show the field devices wired to the AB PLC equipment.
2. Develop plans and specifications needed for any electrical contractor work that will be part of the system. Assist the City in selecting an electrical contractor.

3. Modify the Wonderware graphics to work in the System Platform and to communicate with the Allen Bradley PLC.
4. Develop the PLC program for all of the equipment in the plant. Duplicate the controls that exist in the current PLC's.
5. Install the smart starters in the buckets.
6. Travel to Garden City and perform the following startup tasks.
 - a. Establish the new fiber based Ethernet ring.
 - b. Install and set up the redundant PLC's in the cabinet in the WWTP control room.
 - c. Remove the existing PLC's and replace them with remote I/O racks. Move the field I/O wires from the old PLC to the new PLC.
 - d. Setup the Prosoft Modbus + modules and establish communication between the AB PLC and the Modbus + network.
 - e. Systematically switch equipment from the old PLC to the new PLC.
 - f. Test the system to verify communication, data points appear correctly on the graphic screens, and the system is functioning as desired.
7. At the conclusion of the Task, turn over to the City electronic copies of the PLC, Panelview, and Wonderware programs, plus copies of drawings created.

1.3 PROVIDED BY OTHERS

The following installation activities will either need to be performed by the City or contracted out to an electrical contractor.

1. Installation of the fiber optic connection between the Headworks building and the Maintenance building.
2. Installation of Ethernet cables between all of the panels and the also between the MCC buckets that have Ethernet connections and the Ethernet switch in that area.
3. Any computers used as clients on the Wonderware system.
4. Upgrades required on the servers. Wonderware is recommending that the RAM be increased to 8 GB. If the City wants to virtualize the applications, then the RAM needs to be increased to 16 GB and two 500 GB hard drives be added to the system.
5. Installation of a new Ethernet Switch box in the MCC room of the Process building.

1.4 IMPLEMENTATION SEQUENCE

The following is the generic steps / sequence of events that would need to happen.

1. The Wonderware application should be fully developed prior to changeover of any site.
2. In addition, the PLC program should be fully developed.
3. All of the hardware (PLC's, I/O cards, etc.) would need to be purchased.
4. Installation of the panels, fiber optic cable, and Ethernet cables in the plant.
5. Installation of the redundant PLC into the panel in the control room of the Process Building.
6. Install the PLC equipment into the panels containing the existing PLC equipment. Power up this equipment.

7. Establish and test out the fiber optic communication network.
8. Work with plant operations and start replacing controls for individual pieces of equipment. Hopefully there is enough redundancy that a piece of equipment can be changed out without affecting operations (i.e. plant has 3 blowers and only two are needed, so change out one at a time).
9. Test all equipment as they are changed out.

SPECIAL TERMS AND CONDITIONS: Allen Bradley always has a price increase in August that ranges from 3 – 5%. If the Task Order is executed prior to the price increase, we will be able to lock in 2017 pricing. If delayed past the price increase date, we will increase the above pricing by the impact of the equipment price increase.

Bill of Materials

Redundant PLC

<u>Item</u>	<u>Description</u>	<u>Mfg</u>	<u>Model</u>	<u>Qty</u>
1	ControlLogix PLC	Allen Bradley	1756-L71	2
2	Power Supply	Allen Bradley	1756-PA72	2
3	Rack	Allen Bradley	1756-A7	2
4	Ethernet Comm Module	Allen Bradley	1756-EN2TR	2
5	Ethernet Comm Module	Allen Bradley	1756-EN2T	2
6	Redundancy Module	Allen Bradley	1756-RM2	2
7	24 VDC Power Supply	Allen Bradley	1606-XLE80E	1
8	Circuit Breakers	Allen Bradley	1492-GH010	3
9	Terminal Blocks	Allen Bradley	1492-J4	50
10	Ethernet Switch	Allen Bradley	1783-BMS10CGL	2
11	Fiber Interface Ports(Multi)	Allen Bradley	1783-SFP1GSX	4
12	Fiber Optic Jumpers	FOFS	X2LLM20FISC	2
13	Ethernet Cables			6
14	Misc			1

MCC Room

<u>Item</u>	<u>Description</u>	<u>Mfg</u>	<u>Model</u>	<u>Qty</u>
1	Enclosure	Saginaw	SCE-24EL2410LP	1
2	Subpanel	Saginaw	SCE-24P24	1
3	24 VDC Power Supply	Allen Bradley	1606-XLE80E	1
4	Circuit Breakers	Allen Bradley	1492-GH010	3
5	Ethernet Switch	Allen Bradley	1783-BMS20CGL	1
6	Fiber Interface Ports(Multi)	Allen Bradley	1783-SFP1GSX	1
7	Fiber Interface Ports(Single)	Allen Bradley	1783-SFP1GLX	1
8	Ethernet Cables			9
9	Misc			1
10	Fabrication			1

Headworks

<u>Item</u>	<u>Description</u>	<u>Mfg</u>	<u>Model</u>	<u>Qty</u>
1	Power Supply	Allen Bradley	1606-XLE80E	1
2	Ethernet Comm Module	Allen Bradley	1794-ENTR	1
3	Digital Input Module	Allen Bradley	1794-IA16	4
4	Digital Output Module	Allen Bradley	1794-OW8	1
5	Analog Input Module	Allen Bradley	1794-IE8	1
6	Terminal Base	Allen Bradley	1794-TB3	6
7	Ethernet Cables	Allen Bradley	1585J-M8HBJM-2	15

Maintenance

<u>Item</u>	<u>Description</u>	<u>Mfg</u>	<u>Model</u>	<u>Qty</u>
1	ControlLogix PLC	Allen Bradley	1756-L71	0
2	Power Supply	Allen Bradley	1756-PA72	1
3	Rack	Allen Bradley	1756-A10	1
4	Ethernet Comm Module	Allen Bradley	1756-EN2TR	1
5	Digital Input Module	Allen Bradley	1756-IA16	2
6	Wiring Arm	Allen Bradley	1756-TBNH	2
7	Modbus + Interface Mod	Prosoft	MVI56-MBP	1
8	Smart Overload Sensing Module	Allen Bradley	193-ESM-I-30A-C23	9
9	Control Module	Allen Bradley	193-EIO-43-120	9
10	Communication Module	Allen Bradley	193-ECM-ETR	9
11	Contactoer Coil Module	Allen Bradley	193-EIO-CM-C23	9
12	Contactoer	Allen Bradley	100-C23D10	9
13	Ethernet Switch	Allen Bradley	1783-BMS20CGL	1
14	Fiber Interface Ports(Multi)	Allen Bradley	1783-SFP1GSX	1
15	Fiber Interface Ports(Single)	Allen Bradley	1783-SFP1GLX	1
16	Ethernet Cables	Allen Bradley	1585J-M8HBJM-2	10

UV Bldg

<u>Item</u>	<u>Description</u>	<u>Mfg</u>	<u>Model</u>	<u>Qty</u>
1	ControlLogix PLC	Allen Bradley	1756-L71	0
2	Power Supply	Allen Bradley	1756-PA72	1
3	Rack	Allen Bradley	1756-A10	1
4	Ethernet Comm Module	Allen Bradley	1756-EN2TR	1
5	Digital Input Module	Allen Bradley	1756-IA16	3
6	Digital Output Module	Allen Bradley	1756-OW16I	1
7	Analog Input Module	Allen Bradley	1756-IF8	1
8	Analog Output Module	Allen Bradley	1756-OF8	1
9	Wiring Arm	Allen Bradley	1756-TBNH	4
10	Wiring Arm	Allen Bradley	1756-TBCH	2
11	Modbus + Interface Mod	Prosoft	MVI56-MBP	1

12	Ethernet Switch	Allen Bradley	1783-BMS06SGL	1
13	Fiber Interface Ports	Allen Bradley	1783-SFP1GSX	2
14	Ethernet Cables	Allen Bradley	1585J-M8HBJM-2	10

Sludge Hold

<u>Item</u>	<u>Description</u>	<u>Mfg</u>	<u>Model</u>	<u>Qty</u>
1	Power Supply	Allen Bradley	1756-PA72	1
2	Rack	Allen Bradley	1756-A10	1
3	Ethernet Comm Module	Allen Bradley	1756-EN2TR	1
4	Digital Input Module	Allen Bradley	1756-IA16	1
5	Analog Input Module	Allen Bradley	1756-IF8	1
6	Wiring Arm	Allen Bradley	1756-TBNH	1
7	Wiring Arm	Allen Bradley	1756-TBCH	1
8	Modbus + Interface Mod	Prosoft	MVI56-MBP	1
9	Ethernet Switch	Allen Bradley	1783-BMS06SGL	1
10	Fiber Interface Ports(Single)	Allen Bradley	1783-SFP1GLX	1
11	Ethernet Cables	Allen Bradley	1585J-M8HBJM-2	10

Solids Bldg (Basement)

<u>Item</u>	<u>Description</u>	<u>Mfg</u>	<u>Model</u>	<u>Qty</u>
1	Power Supply	Allen Bradley	1756-PA72	1
2	Rack	Allen Bradley	1756-A10	1
3	Ethernet Comm Module	Allen Bradley	1756-EN2TR	2
4	Digital Input Module	Allen Bradley	1756-IA16	1
5	Digital Output Module	Allen Bradley	1756-OW16I	1
6	Analog Input Module	Allen Bradley	1756-IF8	2
7	Wiring Arm	Allen Bradley	1756-TBNH	1
8	Wiring Arm	Allen Bradley	1756-TBCH	3
9	Modbus + Interface Mod	Prosoft	MVI56-MBP	1

Solids Aeration (top floor by blowers)

<u>Item</u>	<u>Description</u>	<u>Mfg</u>	<u>Model</u>	<u>Qty</u>
1	Power Supply	Allen Bradley	1606-XLE80E	1
2	Ethernet Comm Module	Allen Bradley	1794-ENTR	1
3	Analog Input Module	Allen Bradley	1794-IE8	1
4	Analog Output Module	Allen Bradley	1794-OE8	2
5	Terminal Base	Allen Bradley	1794-TB3	3
6	Modbus TCP Enet I/P	Cutler Hammer	C441R	7

Solids Press

<u>Item</u>	<u>Description</u>	<u>Mfg</u>	<u>Model</u>	<u>Qty</u>
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1	Power Supply	Allen Bradley	1606-XLE80E	1
2	Ethernet Comm Module	Allen Bradley	1794-ENTR	1
3	Digital Input Module	Allen Bradley	1794-IA16	2
4	Digital Output Module	Allen Bradley	1794-OW8	1
5	Analog Input Module	Allen Bradley	1794-IE8	2
6	Analog Output Module	Allen Bradley	1794-OE8	2
7	Terminal Base	Allen Bradley	1794-TB3	7

Digester Blwr 1

<u>Item</u>	<u>Description</u>	<u>Mfg</u>	<u>Model</u>	<u>Qty</u>
1	Power Supply	Allen Bradley	1606-XLE80E	1
2	Ethernet Comm Module	Allen Bradley	1794-ENTR	1
3	Digital Input Module	Allen Bradley	1794-IA16	1
4	Digital Output Module	Allen Bradley	1794-OW8	1
5	Terminal Base	Allen Bradley	1794-TB3	2

Digester Blwr 2

<u>Item</u>	<u>Description</u>	<u>Mfg</u>	<u>Model</u>	<u>Qty</u>
1	Power Supply	Allen Bradley	1606-XLE80E	1
2	Ethernet Comm Module	Allen Bradley	1794-ENTR	1
3	Digital Input Module	Allen Bradley	1794-IA16	1
4	Digital Output Module	Allen Bradley	1794-OW8	1
5	Terminal Base	Allen Bradley	1794-TB3	2

Digester Blwr 3

<u>Item</u>	<u>Description</u>	<u>Mfg</u>	<u>Model</u>	<u>Qty</u>
1	Power Supply	Allen Bradley	1606-XLE80E	1
2	Ethernet Comm Module	Allen Bradley	1794-ENTR	1
3	Digital Input Module	Allen Bradley	1794-IA16	1
4	Digital Output Module	Allen Bradley	1794-OW8	1
5	Terminal Base	Allen Bradley	1794-TB3	2

Digester Blwr 4

<u>Item</u>	<u>Description</u>	<u>Mfg</u>	<u>Model</u>	<u>Qty</u>
1	Power Supply	Allen Bradley	1606-XLE80E	1
2	Ethernet Comm Module	Allen Bradley	1794-ENTR	1
3	Digital Input Module	Allen Bradley	1794-IA16	1
4	Digital Output Module	Allen Bradley	1794-OW8	1
5	Terminal Base	Allen Bradley	1794-TB3	2

Sludge Handling Blwr 1

<u>Item</u>	<u>Description</u>	<u>Mfg</u>	<u>Model</u>	<u>Qty</u>
1	Power Supply	Allen Bradley	1606-XLE80E	1
2	Ethernet Comm Module	Allen Bradley	1794-ENTR	1
3	Digital Input Module	Allen Bradley	1794-IA16	1
4	Digital Output Module	Allen Bradley	1794-OW8	1
5	Terminal Base	Allen Bradley	1794-TB3	2

Sludge Handling Blwr 2

<u>Item</u>	<u>Description</u>	<u>Mfg</u>	<u>Model</u>	<u>Qty</u>
1	Power Supply	Allen Bradley	1606-XLE80E	1
2	Ethernet Comm Module	Allen Bradley	1794-ENTR	1
3	Digital Input Module	Allen Bradley	1794-IA16	1
4	Digital Output Module	Allen Bradley	1794-OW8	1
5	Terminal Base	Allen Bradley	1794-TB3	2

Sludge Handling Blwr 3

<u>Item</u>	<u>Description</u>	<u>Mfg</u>	<u>Model</u>	<u>Qty</u>
1	Power Supply	Allen Bradley	1606-XLE80E	1
2	Ethernet Comm Module	Allen Bradley	1794-ENTR	1
3	Digital Input Module	Allen Bradley	1794-IA16	1
4	Digital Output Module	Allen Bradley	1794-OW8	1
5	Terminal Base	Allen Bradley	1794-TB3	2

Gravity Belt Thick 1

<u>Item</u>	<u>Description</u>	<u>Mfg</u>	<u>Model</u>	<u>Qty</u>
1	Power Supply	Allen Bradley	1606-XLE80E	1
2	Ethernet Comm Module	Allen Bradley	1794-ENTR	1
3	Digital Input Module	Allen Bradley	1794-IA16	3
4	Digital Output Module	Allen Bradley	1794-OW8	3
5	Terminal Base	Allen Bradley	1794-TB3	6

Gravity Belt Thick 2

<u>Item</u>	<u>Description</u>	<u>Mfg</u>	<u>Model</u>	<u>Qty</u>
1	Power Supply	Allen Bradley	1606-XLE80E	1
2	Ethernet Comm Module	Allen Bradley	1794-ENTR	1
3	Digital Input Module	Allen Bradley	1794-IA16	3
4	Digital Output Module	Allen Bradley	1794-OW8	3
5	Terminal Base	Allen Bradley	1794-TB3	6

Belt Filter Press

<u>Item</u>	<u>Description</u>	<u>Mfg</u>	<u>Model</u>	<u>Qty</u>
1	Power Supply	Allen Bradley	1606-XLE80E	1
2	Ethernet Comm Module	Allen Bradley	1794-ENTR	1
3	Digital Input Module	Allen Bradley	1794-IA16	3
4	Digital Output Module	Allen Bradley	1794-OW8	3
5	Terminal Base	Allen Bradley	1794-TB3	6



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood and Development Services Director
DATE: August 1, 2017
RE: GC2017-03: Final Plat of East Cambridge Square, Phase Three

ISSUE:

The Governing Body is asked to consider the Final Plat of East Cambridge Square, Phase Three.

BACKGROUND:

At the request of Lonnie Sassaman, the Governing Body is asked to consider the Final Plat of East Cambridge Square, Phase Three located on Parkview Drive. The Final Plat is approximately 5.58 acres +/- and will yield 16 single family lots. The intended use of the tract of land is for single family homes similar to the other development throughout East Cambridge Square.

The first submittal of the plat was presented at a plat review on Wednesday, January 25, 2017. Shortly after the submittal, the developer requested to put the project on hold while they focused on completing Phase Two. The developer is now ready to move forward with this phase.

The attached plat has several easements and dedications. The developer is requesting a variance on the front yard easements for all lots. Section 70-2: 9.020 (A) of the subdivision regulations requires 15' front yard easements. The developer would like to reduce that amount to 10', but previous developments have had this type of variance granted and it created issues for the utility providers which required them to apply for additional variances to fix the issue. Tract A will be dedicated to the city for the use of public utilities, storm water drainage and a walking path that will lead to Southeast Park. Tract B has been added and is a dedication for storm water runoff for this development, but the city's engineers and Public Works Director would rather the dedication be an easement. All other easements and dedications will be required to meet the subdivision regulations.

The developer will also be requesting to participate in the Rural Housing Incentive District (RHID) program. Phase Two of this development is currently participating in the RHID program. They will be required to have a Development Agreement done in order to apply for the RHID program.

ALTERNATIVES:

1. The Governing Body may recommend approval of the final plat with the included variance on the front yard setbacks.
2. The Governing Body may recommend against approval of the final plat.

RECOMMENDATION:

Staff recommends approval of the final plat. However, staff does not recommend approval of the variances on the front yard easements. The past two subdivisions approved were both granted

variances on the front yard easements.

The Planning Commission recommended approval of the East Cambridge Phase Three development July 20, 2017, with the requested 10' easement variance included.

Members Present - 5

Yea vote - 5

Nay vote - 0

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
GC2017-03 East Cambridge Phase 3 Memo	7/26/2017	Backup Material



NEIGHBORHOOD &
DEVELOPMENT

SERVICES

SERVING

GARDEN CITY

HOLCOMB

AND

FINNEYCOUNTY

620-276-1170

INSPECTIONS

620-276-1120

CODE COMPLIANCE

620-276-1120

PLANNING AND
ZONING

620-276-1170

CITY ADMINISTRATIVE

CENTER

301 N. 8TH

P.O. Box 998

GARDEN CITY, KS

67846-0998

620.276.1170

FAX 620.276.1173

www.garden-city.org

Memo

To: Governing Body
From: Kaleb Kentner
CC: File
Date: August 1, 2017
Re: GC2017-03: Final Plat of East Cambridge Square, Phase Three.

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NEIGHBORHOOD &
DEVELOPMENT

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SERVING

GARDEN CITY

HOLCOMB

AND

FINNEYCOUNTY

620-276-1170

INSPECTIONS

620-276-1120

CODE COMPLIANCE

620-276-1120

PLANNING AND
ZONING

620-276-1170

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RECOMMENDATION:

Staff recommends approval of the final plat. However, staff does not recommend approval of the variances on the front yard easements. The past two subdivisions approved were both granted variances on the front yard easements.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommended approval of the East Cambridge Phase Three development July 20, 2017, with the requested 10' easement variance included.

Members Present- 5

Yea vote- 5

Nay vote- 0

**Attached are the minutes from the Planning Commission pertaining to this case.*

GC2017-03: To consider the Final Plat of East Cambridge Square Phase 3, at the request of East Cambridge LLC and Ken Parks.

Staff Larsen reads staff report.

Member Stewart – I see Tract A, where's Tract B?

Secretary Kentner – Tract B is this little sliver inbetween the lots for drainage. And actually, what will need to be done, as mentioned in the staff report, is change that from a tract to basically an easement that will be split on the property line.

Applicant, Ken Parks – Concerning that – that land, we'd like for it to be dedicated instead of an easement. It's the same thing we're doing over in Phase 2 between two lots over there. That's been agreed and engineered and all that. So, we'd like to leave it that way. The ten foot easement has been done on Phase 1, Phase 2, Tract A and there has been no utility problems with that.

Discussion ensued regarding utility issues caused by easement variances and Tract B.

Applicant, Ken Parks – We'd like to have it passed with a ten foot easement and we don't see any problems with that.

Chairman Lopez – My question would be for staff. What would have been different with these other developments versus the Applicant's?

Secretary Kentner – What we ran into on the others was fitting all of the easement. We don't control the utilities when they go into those easements, and why the subdivision regulations were adopted with fifteen feet easements is that's what all the utilities wanted so they have plenty of room between each other to work and put their utilities in. We've had variances granted on the first two phases. We haven't had any issues on this phase in regards to utility easements, other than for drainage. Because there were drainage issues additional easements had to be added for that. We have run into the issue in other subdivisions where the utilities are – well, one of them was granted an eight foot front easement, and there have been utility issues with that one. This one's at ten, and the regular is fifteen in the subdivision regulations. You do have the ability to grant those variances on easements. So, you can take those on a case by case basis – there's no issue with that. That should clarify on Tract B, for that drainage, and I'm assuming the other Tract was dedicated to it, but we are not aware of that.

Applicant, Ken Parks – It was going to be an easement, but they're going to dedicate it now.

Secretary Kentner – I was unaware of that – that changeover, but I can understand the reasoning behind it. That's the one that has the walkway – that's part of the drainage to get it out. We understand that. That was just a concern from the city engineer, on that so we'll take that to them and it can be brought up at the City Commission meeting if you want to



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proceed on with actions on this. I don't have any other insight on that. Any other questions?

Discussion ensued regarding what created problems in previous easements in other subdivisions. Secretary Kentner explained that easement changes made after plat recording create confusion for future property owners.

Chairman Lopez – Just a point of clarification – staff does not recommend approval with the variance, but that is because of the fact that it is a variance, and that would be your only concern?

Secretary Kentner – Yes, that is correct.

Chairman Lopez – Are there any other questions or comments on this? If not, I would entertain a motion.

MEMBER HITZ MAKES MOTION TO APPROVE THE FINAL PLAT WITH INCLUDED VARIANCE ON THE FRONT YARD SETBACKS. MEMBER STEWART SECONDS.

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

Howard	Gigot	Schwindt	Germann	Law	Lopez	Stewart	Hitz	Schneider
Not Present	Not Present	Not Present	Yea	Yea	Yea	Yea	Yea	Not Present

Motion passed.



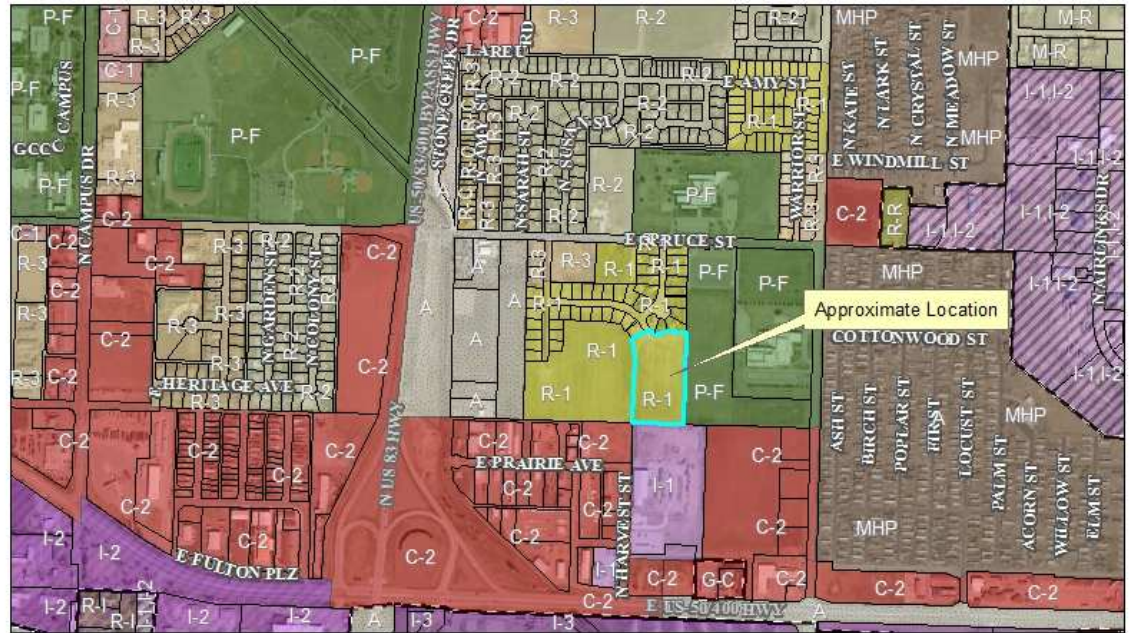
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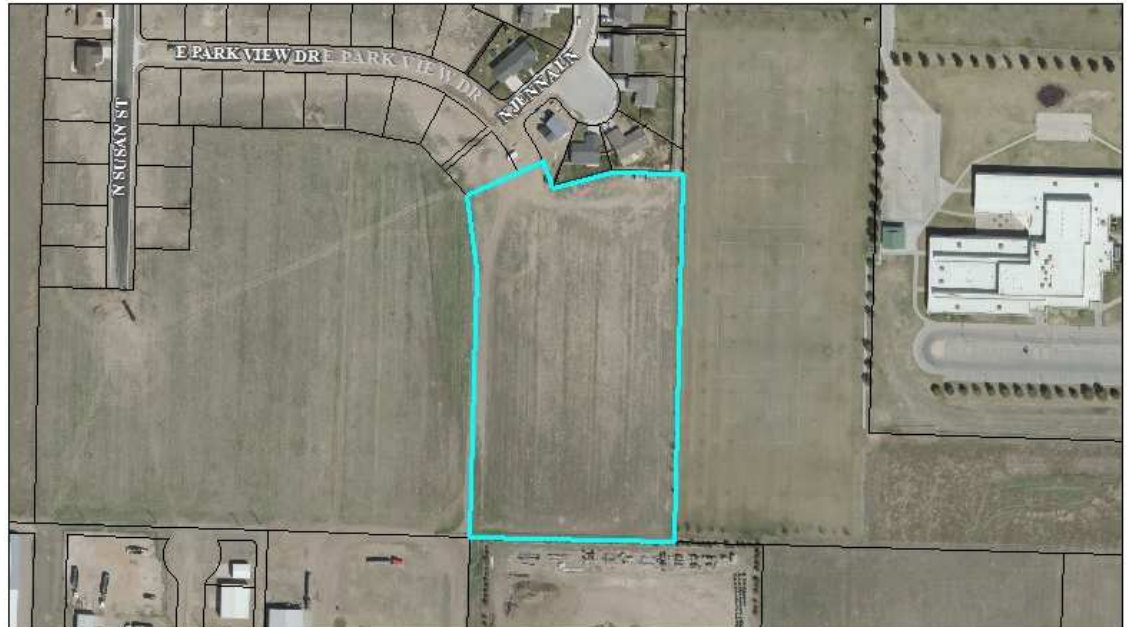
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Case Number: GC2017-03
Applicant: Lonnie Sassaman
Address: (S16, T24S, R32W)
Request: Final Plat of East Cambridge Square Phase 3



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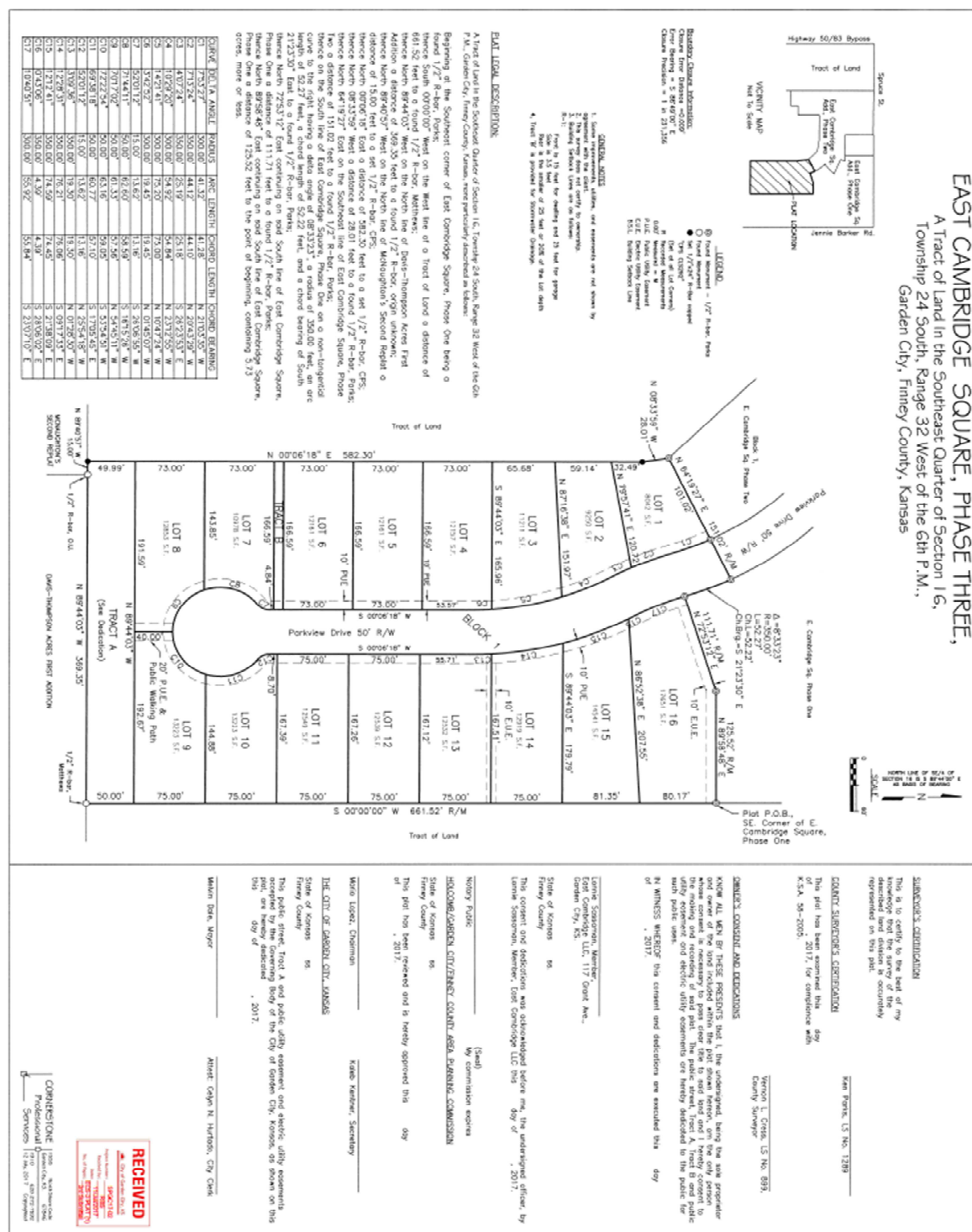


Figure 1: Proposed Site Plan.



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Figure 2: View of East Cambridge Phase 3 looking southwest from Parkview Drive



Figure 3: View of East Cambridge Phase 3 looking southeast from Parkview Drive

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MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Cemetery Department
DATE: August 1, 2017
RE: Permission To Reserve Burial Rights of Space at Valley View Cemetery

ISSUE:

Permission for Alfredo Chavez and/or Gloria Garcia to reserve Space 4 & 5, Lot 44, Zone J of Valley View Cemetery for the consideration of \$100 for the period of one year.

BACKGROUND:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

The City will receive \$100 to reserve the space.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Cemetery Department
DATE: August 1, 2017
RE: Permission To Reserve Burial Rights of Space at Valley View Cemetery

ISSUE:

Permission for Daniel Reyes to reserve Space 3 Lot 88, Zone J of Valley View Cemetery for the consideration of \$50 for the period of one year.

BACKGROUND:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

The City will receive \$50 to reserve the space.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Cemetery Department
DATE: August 1, 2017
RE: Permission To Reserve Burial Rights of Space at Valley View Cemetery.

ISSUE:

Permission for Vanessa Reyes to reserve Space 4, Lot 88, Zone J of Valley View Cemetery for the consideration of \$50 for the period of one year.

BACKGROUND:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

The City will receive \$50 to reserve the space.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services Director
DATE: August 1, 2017
RE: New and Renewed Contractor Licenses for August 1, 2017.

ISSUE:

The Governing Body is asked to consider and approve the contractor licenses for August 1, 2017.

BACKGROUND:

Attached is the list of contractors who have applied for a new contractor license or license renewal from Neighborhood & Development Services. All of the contractors on this list have completed the requirements necessary to obtain their contractor license for 2017.

ALTERNATIVES:

- 1) The Governing Body may elect to approve the contractor licenses as presented.
- 2) The Governing Body may elect to not approve the contractor licenses.

RECOMMENDATION:

Staff recommends approval of contractor licenses as presented.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Contractor Licenses for August 1, 2017	7/26/2017	Backup Material

CONTRACTOR LICENSE AGENDA

August 1, 2017

2017 NEW

CLASS D-SI Sign Installation

George Lay Signs, Inc.

CLASS E-SOC Specialized Other

CK Technologies, Inc.

Yargus Manufacturing, Inc.

CLASS D-R Roofing

Triple J Roofing and Construction



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: August 1, 2017
RE: Temporary CMB License -Steckline Communications

ISSUE:

The Governing Body is asked to consider and approve a temporary Cereal Malt Beverage license.

BACKGROUND:

Attached is a list of businesses applying for or renewing a cereal malt beverage license. 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 a Temporary Cereal Malt Beverage license is \$50 per day.

ATTACHMENTS:

Description	Upload Date	Type
08-01-17 City Clerk - licenses	7/27/2017	Backup Material

LICENSE AGENDA

August 1, 2017

2017 NEW

TEMPORARY CEREAL MALT BEVERAGES

Steckline Communications



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Rachelle Powell, Director of Aviation
DATE: August 1, 2017
RE: June 2017 Minutes

ISSUE:

Presentation of the June 8, 2017 minutes from the Garden City Regional Airport Advisory Board.

BACKGROUND:

Attached are the Garden City Regional Airport Advisory Board minutes for June 8, 2017.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
June 8, 2017 Minutes	7/19/2017	Backup Material



**ADVISORY BOARD MINUTES
JUNE 8, 2017**

5:30 P.M. MEETING CALLED TO ORDER

MEMBERS PRESENT

Max Meschberger, Jette DeSalvo, Ed Fischer and Darin Germann.

MEMBERS ABSENT

Charlie Robinson and Tyler Deines

STAFF PRESENT

Rachelle Powell, Blair Hollingsworth and Tony Stout.

ITEM 1 PUBLIC COMMENT

No public comment.

ITEM 2 APPROVAL OF APRIL 13, 2017 MINUTES

Max Meschberger made a motion to approve the April 13, 2017 Airport Advisory Board minutes. Ed Fischer seconded the motion. The motion passed unanimously.

ITEM 3 SCOTT AUCTION LEASE REVIEW

The Airport Advisory Board was asked to consider and approve the automatic renewal of the lease agreement between J. Kent Scott d/b/a Scott Auction and the City of Garden City.

J. Kent Scott d/b/a Scott Auction rents 11.3 acres of land to operate a yearly auction. The rental amount is \$2,000 a year. The lease was amended on February 17, 2015 to increase acreage and rental amount. The term is October 1, 2016 – September 30, 2017.

Max Meschberger made a motion for the approval of the automatic renewal of the lease agreement. Darin Germann seconded the motion. The motion passed unanimously.



GARDEN CITY
REGIONAL AIRPORT
ITEM 4 O'BRATE HANGAR LEASE REVIEW

The Airport Advisory Board is asked to consider and approve the automatic renewal of the lease agreement between O'Brate Realty, LLC and the City of Garden City.

O'Brate Realty, LLC rents a 60'x100' hangar at the airport. The term of the lease is November 1, 2010 – October 31, 2035. The rental amount is \$0 as the tenant paid for the construction of the hangar.

Max Meschberger made a motion for the approval of the automatic renewal of the lease agreement. Ed Fischer seconded the motion. The motion passed unanimously.

ITEM 5 DIRECTOR'S REPORT

Staff reviewed the Director's Report with the Airport Advisory Board.

ITEM 6 MONTHLY REPORTS

Staff reviewed the monthly reports with the Airport Advisory Board.

ITEM 7 BOARD MEMBER COMMENTS

- A. Charlie Robinson – Absent
- B. Max Meschberger – No comment.
- C. Jette DeSalvo – No comment.
- D. Tyler Deines – Absent
- E. Ed Fischer – No comment.
- F. Darin Germann – No comment.
- G. Vacant



ITEM 8 ADJOURNMENT

Ed Fischer made a motion to adjourn. Max Meschberger seconded the motion.
The motion passed unanimously.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Allie Medina, Human Resources Director
DATE: August 1, 2017
RE: June 2017 Cultural Relations Board Minutes

ISSUE:

Presentation of the June 26, 2017 minutes from the Cultural Relations Board.

BACKGROUND:

Attached is the Cultural Relations Board minutes for June 2017.

ALTERNATIVES:

None

RECOMMENDATION:

None

FISCAL NOTE:

None

ATTACHMENTS:

Description	Upload Date	Type
June 2017 Minutes	7/26/2017	Backup Material



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City of Garden City
Cultural Relations Board Meeting Minutes
June 26, 2017
5:15 pm – 6:15 pm

Present: Patrica Long, Vinh Nyugen, Mursal Naleye, Liz Sabandith
Absent: Geovannie Gone, Amy Longa
Staff: Allie Medina
Guest(s): None

I. Call the Meeting to Order

Allie Medina called the meeting order at 5:17 pm. Allie welcomed everyone to the meeting.

II. Approval of Minutes

Allie asked for a motion to approve the May 2017 meeting minutes. Patricia made a motion to approve the May meeting minutes, Liz seconded the motion. All in favor and motion carried.

III. Old Business

A. Event List

All Members were requested to look at the events and provide any suggestions for additions to the event list that would benefit from CRB representation. No new items were added.

B. Diversity Breakfast Update

Members were provided with an update of the Multicultural Planning committee portion of the event. Committee members would like for staff to contact the Finney County Museum for a presentation of a diversity timeline. Members will need to find a presenter for the story portion of the breakfast.

C. Goals for 2017 Update

Members were provided with a strategic goals template to utilize and will revisit at the next meeting.

D. CRB Project

Members were provided information regarding CRB hosting a pre-meeting for the City Commission. This could include a tour of IRC. Amy Long will provide additional information at the next meeting.

E. Circle of Friendship Club

Members were provided with a flyer and information regarding this item. No action taken.



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IV. New Business

A. Sponsorship Requests

None

B. Upcoming Events

None.

C. Review of Applications

Members reviewed the submitted applications. Three positions are currently vacant and require recommendations from the CRB. After review Liz made a motion to appoint the following:

Debra Bolton to the term expiring 12/31/2018

Rachel Chapman to the term expiring 12/31/2017

Verna Weber to the term expiring 12/31/2017

Vinh seconded the motion. All in favor and motion carried.

V. Monthly Financial Report

Members reviewed the financial report. No changes or updates noted.

VI. Other Business

A. Refugee Day

Mursal provided an update regarding World Refugee Day and state that there was very good participation.

VII. Adjournment

The meeting was adjourned at 6:00 pm



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Debbie Bridgemen, Secretary - GCRC
DATE: August 1, 2017
RE: 6-26-17 & 7-10-17 Special Meeting - GCRC minutes

ISSUE:

Presentation of the June 26, 2017 minutes and the July 10, 2017 minutes from the Garden City Recreation Commission.

ATTACHMENTS:

Description	Upload Date	Type
06-26-2017 Recreation Commission Minutes	7/27/2017	Backup Material
07-10-17 Special Meeting minutes - GCRC	7/27/2017	Backup Material

Garden City Recreation Commission

Minutes June 26, 2017

I. Called Meeting to Order

Vice Chairperson Marilyn Porter called the meeting to order at 5:19 pm. Other GCRC board members present were Myca Bunch, Deb Oyler and Keith Rathbun. GCRC staff present were Superintendent Aaron Stewart and Finance Director Debbie Bridgeman.

II. Approval of Agenda

Deb moved and Keith seconded to approve the agenda as presented. The motion carried with all in favor.

III. Public Comments

There were no public comments.

IV. Consent Agenda

- Minutes of Regular Meeting May 22, 2017
- Staff/Participation Reports for May 2017

The Board reviewed the minutes and Staff reports. Aaron gave an update on swim lessons since we don't have an Aquatic Director as well reporting on the upcoming All Star Baseball game on July 10, 2017. He stated that it compares to the Shrine Bowl for football. Deb commented on how well the play "The Music Man" went and that Katie did a great job. Keith moved to approve the consent agenda. Myca seconded the motion. The motion carried with all in favor.

V. Financial Reports for May 2017

Aaron reviewed the financials. He stated that even though we haven't received all of employee benefit fund we are still \$40,000.00 ahead of where we were in 2016 as far as cash flow. Aaron recapped on how the employee benefit fund has changed as far as funding and how it was distributed. He stated that overall year-to-date we are up \$7,661.00 in fees and sponsorships compared to last year. He noted that we are down considerably in labor but the next three months are our highest payroll months. He noted that Athletics is up and Fitness is doing okay, all things considered. Myca moved and Deb seconded to accept the financials. The motion carried with all in favor.

VI. Superintendents Report

- Active Net Update
- Staff Changes-Maintenance/Fitness/Office Manager

Aaron reported that Active Net has decided not to raise their fees so we can't get out of the contract until November 2018. He stated that this will give us more time to research other software programs. Aaron reported that we have hired Anna Voss for the Fitness Coordinator position. He gave an overview of her background and stated she started today. He reported that he would talk about the others in executive session.

VII. Unfinished Business

- a. Scholarship Program

Aaron presented a worksheet showing the breakdown per program of the scholarships we have provided over the past 3 years and YTD this year. The scholarship is half price of the program, based on the free and reduced lunch program through the USD 457. He noted that this year, we have already surpassed the total for the entire year in the previous years and we aren't even half way through the year. Aaron stated this is due in part that we have offered more programs this year. He stated that this something for the board to think about and he suggested that we might ask for proof of income, not just base it off of the free and reduced lunch program. He also stated that he would do more research to see what other Recreation Commissions were doing. The Board discussed different ideas on how we should provide scholarships. Aaron noted that we need to set up our cost recovery program and then go back to the programs to make adjustments in our fee structure.

VIII. New Business

a. Adopt 2018 Budget

Aaron stated that he received our actual assessed tax values and they were higher than the estimated values. He stated that the Ad Valorem Tax was \$58,177.00 higher and the Vehicle Tax was \$6,732.00 higher. Aaron went through the budget showing where he had applied the additional tax revenue. The board discussed the budget and the changes along with the process of making adjustments to the budget. Deb moved and Keith seconded to approve the 2018 Budget. The motion carried with all in favor. Aaron asked if everyone received his request for the special meeting on July 10, 2017 for the Budget Hearing.

b. Board & Staff Pot Luck Dinner, July 30th

Aaron extended the invitation to the Board to attend the Pot Luck dinner on July 30, 2017, stating it will be at 6:00 pm at one of the big shelters at Finnup Park. He noted that he will provide the meat and the full time staff will provide the side dishes.

IX. Executive Sessions

Deb moved and Myca seconded to into executive session for 20 minutes for the purpose of discussing personnel. The Board and Aaron went into executive session at 7:00 pm. The Board came out of executive session at 7:20pm. No action was taken.

X. Garden City Recreation Questions and Comments

There were no questions or comments.

XI. Adjournment

Myca moved and Keith seconded to adjourn the meeting. The motion carried with all in favor. The meeting adjourned at 7:22pm.


Debbie Bridgeman
Secretary

Approved: 7/24/17 

**Garden City Recreation Commission
Special Meeting Minutes
Monday, July 10, 2017
310 N 6th Street**

I. Called Meeting to Order

Chairperson Jamie Warren called the meeting to order at 12:08 pm. Other GCRC Board Members present were Marilyn Porter, Keith Rathbun and Myca Bunch. GCRC staff present were Superintendent Aaron Stewart and Finance Director Debbie Bridgeman.

II. Approval of Agenda

Keith moved and Myca seconded to approve the agenda as presented. The motion carried with all in favor.

III. New Business

a. 2018 Budget Hearing Per K.S.A. 12-1927


Jamie opened the floor to the public for ten minutes for any questions or comments. There were no questions or comments as there was no Public present. Myca moved to adopt the budget as presented. Marilyn seconded the motion. The motion carried with all in favor.

IV. Executive Session

Myca moved and Keith seconded to go into executive session to discuss real property for 20 minutes. The motion carried with all in favor. The board and Aaron went into executive session at 12:20 pm. The board came out of executive session at 12:42 pm. There was no action taken.

V. Adjournment

The motion to adjourn was made by Marilyn and seconded by Keith. The meeting adjourned at 12:48pm.



Debbie Bridgeman
Secretary

Approved: 7/24/17





MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood and Development Services Director
DATE: August 1, 2017
RE: Planning Commission Approved Minutes - June 15, 2017

ISSUE:

Presentation of the June 15, 2017 minutes from the Planning Commission.

BACKGROUND:

Attached are the approved minutes from the June 2017 Planning Commission meeting.

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Planning Commission Approved Minutes June 15, 2017	7/20/2017	Backup Material

MINUTES

HOLCOMB - GARDEN CITY - FINNEY COUNTY AREA PLANNING COMMISSION

June 15, 2017

The Holcomb-Garden City-Finney County Area Wide Planning Commission scheduled a Public Hearing at 9:00 a.m. Thursday, June 15, 2017 in the City Commission Chambers at the City of Garden City Administrative Center located at 301 North 8th Street, Garden City, Kansas.

I. CALL TO ORDER

Acting Vice-Chairman Germann called to order the Area Wide Planning Commission meeting at 9:00 a.m. The following Commission members were present: Acting Vice-Chairman Germann, Member Howard, Member Gigot, Member Stewart, and Member Hitz. Also present were Secretary Kentner and Staff Davidson.

II. APPROVAL OF MINUTES- May 11, 2017 and May 18, 2017

Member Hitz makes motion to approve the minutes from May 11, 2017 and May 18, 2017. Member Gigot seconds the motion. Votes were taken by yeas and nays and recorded as follows:

Howard	Gigot	Schwindt	Germann	Law	Lopez	Stewart	Hitz	Schneider
Yea	Yea	Not Present	Yea	Not Present	Not Present	Yea	Yea	Not Present

Motion passed.

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

OPEN PUBLIC COMMENT for items not on agenda.

NO RESPONSE

CLOSED PUBLIC COMMENT

IV. SUBMITTAL OF EXHIBITS FOR THE RECORD

- A. Finney County Zoning Regulations, Garden City Zoning Regulations and City of Holcomb Zoning Regulations all as amended
- B. Finney County, City of Garden City, and City of Holcomb Subdivision Regulations all as amended
- C. Finney County, City of Garden City, and City of Holcomb Comprehensive Plans all as amended
- D. All Visual Aid Presentations with Aerial Maps, Site Plans, and Plats
- E. All application files in their entirety including Staff Reports

NEW BUSINESS

FC2017-18: To consider a five lot Plat of Niclaus Acres located at 3360 E Rodkey Rd in Finney County, at the request of Elva Madrid.

Staff Davidson reads staff report.

OPEN PUBLIC COMMENT

Brent Woods, representing Richard Schilling – I'm Brent Woods, I represent Richard Schilling, the owner of the property at the corner of Rodkey and Jennie Barker Rd. We're an industrial section, I believe. We've got a business = it's about to be incorporated. We do have concerns. We do have a lot of truck traffic, we're a trucking company. We have a lot of traffic that comes in and out of our shop area there. We're concerned about the noise that it might present to these if they do build residential houses. We don't want any complaints from anybody, that's our concern. Our next concern is the possibility of trash. We get enough trash from some of the other developments that have gone on in that area. We have a lot of cleanup that we have to do, also.

Dan Kitch, 2860 E Rodkey Rd – My name is Dan Kitch. I live just south of the proposed Niclaus Acres. My question is: If they replat that and get homes built there, will those homes be accessible from the county road or from a private road?

Secretary Kentner – Right now, lot 1 will be accessible from either direction; they will have access from either way. Lot number 3 will also have access to both streets. The rest, the other three (3) lots will only have access off of Rodkey Rd.

Dan Kitch, 2860 E Rodkey Rd – Off of Rodkey?

Secretary Kentner – Yes, three (3) off of Rodkey Rd. The other two (2) will have access to both streets.

Dan Kitch, 2860 E Rodkey Rd – Am I correct in the assumption that each home and plot of land that it goes with will have to have its own septic and well?

Secretary Kentner – That's correct.

Dan Kitch, 2860 E Rodkey Rd – Will there be any use for the private road coming to the south? Will that get new life in any fashion that you can think of? And the reason I say this is because the county doesn't take care of that particular road. They don't take care of the private road.

Secretary Kentner – That's correct, they don't take care of that private road. That's a private road, and until it's brought up to county specifications, the county will not maintain it.

Dan Kitch, 2860 E Rodkey Rd – And that's fine. I don't have an issue with that. There are some areas out there that have a lot of traffic – Jennie Barker Rd, Rodkey Rd, Third Street. I'm assuming that there won't be any issues with traffic in that area?

Secretary Kentner – The county engineer had no issues, at this point, with any traffic. Now it does not mean that the Commission couldn't require that lots 4 and 5, and 2 and 3 share driveways, and put it on the property lines. But since the county engineer didn't make any warrants for it, I'm not sure that will be something that will be considered.

Dan Kitch, 2860 E Rodkey Rd – I'm also working on the assumption that the plots are going to be to the north end of that property out there.

Secretary Kentner – Yes, because almost all of that property is in the floodplain, so the houses are going to be up close to Rodkey Rd.

Dan Kitch, 2860 E Rodkey Rd – They'll be closer to Rodkey and they'll have to meet the floodplain specifications?

Secretary Kentner – Correct, or be built out of it.

Dan Kitch, 2860 E Rodkey Rd – Any plans for the drainage ditch running down through there at all?

Secretary Kentner – Yes, as part of this they're actually dedicating additional right-of-way for the drainage ditch on their portion of the property, if it needs to be expanded.

Dan Kitch, 2860 E Rodkey Rd – Does the county take care of that drainage ditch?

Secretary Kentner – No, that's the Drainage District.

Dan Kitch, 2860 E Rodkey Rd – I think that's all my questions. Thank you.

Secretary Kentner – Any other questions? Elva, the applicant, if you'd like to address and make comments.

Applicant, Elva Madrid – I just wanted to answer some of their questions or concerns. I just want to say about the trash you're concerned about – I just paid about a three thousand dollar (\$3,000.00) bill to clean up the place. I had three or four trash bins from a construction company go out there. My plan is to keep the place nice, and make it nicer. I flip homes in Garden City. I've been doing that for six (6) or seven (7) years. I go into the bad neighborhoods and make it nice. That's my goal. Like I said, I've spent a lot of money cleaning this place up. Somebody just went out there – we had weeds, probably eight (8) to ten (10) feet tall – and I just paid a lot of money to get the whole land cleaned up, so it looks a lot nicer. As far as the noise concerns, I don't see that anybody would want to buy something out there when they already know that the trucking company exists. So, I don't see how the trucking company would have any concerns on that. I mean, what's there is there already. People know it's there. If I was to buy out there – and I am one of the people who wants one of the lots for myself to build my house. The middle lot, the one with the nineteen (19) acres – lot three (3). That goes off into the private road he's talking about. I believe my property line goes into mid-way of that property, that private road he's talking about. So, whoever does buy that lot, or if I decide to keep it myself, that person would have to maintain that road, right? Because they own that entryway. So, that will take care of that. Whoever owns that land has to take care of the road. Am I understanding that right?

Secretary Kentner – Yes.

Applicant, Elva Madrid – So, the noise issue – and actually his boss from the trucking company contacted me. He is interested in buying the two end lots, plus the big lot for himself to build a house. So, I guess I don't understand his concerns now. And I talked to my other neighbor that just stepped up (Dan Kitch) – he was interested in some of the land that was surrounding his house. I don't have a problem with that, I think that would be to his benefit, as that road does allow him to go into his property.

CLOSED PUBLIC COMMENT

Secretary Kentner – With that, the developer answered the questions in regards to the trash. As far as the traffic, the county engineer did not make any comments, one way or another, as far as any concerns regarding traffic on Rodkey Rd. These lots are pretty large lots at five (5) acres a piece. Honestly, we probably wouldn't want to see them much smaller than that in that area. Part of the area is already zoned Suburban Estates and Rural Residential. Further, just to the east of the property we do have that Rural Industrial, where the trucking business is located. The owner was aware of that when they were platting it out. So really, if they are able to sell the lot, she is fully aware of that. So, I don't think there's any major issue. And because the zoning district is Rural Industrial, Rural Industrial does allow – and this area has already been zoned Rural Residential for quite some time. I'm not aware of any other conflicts in that area. With that, it's up to the Board for your recommendation for either approval or denial of this Plat request.

Member Hitz – All we're being asked to do is to approve or disapprove splitting out into lots. There'll be no zoning involved or anything else. The floodplain – if someone goes in there and builds a house that's in the floodplain, they have to deal with that according to what everyone else would do.

Secretary Kentner – Yes.

Member Stewart – Seems pretty straight forward.

Member Hitz – Are you ready for a motion?

Acting Vice-Chairman Germann – I will entertain a motion.

MEMBER HITZ MAKES MOTION TO APPROVE THE FIVE LOT PLAT OF NICCLAUS ACRES LOCATED AT 3360 RODKEY RD IN FINNEY COUNTY. MEMBER GIGOT SECONDS THE MOTION.

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

Howard	Gigot	Schwindt	Germann	Law	Lopez	Stewart	Hitz	Schneider
Yea	Yea	Not Present	Yea	Not Present	Not Present	Yea	Yea	Not Present

Motion passed.

FC2017-20: To consider a single lot Plat of the Coca-Cola Addition located at 4645 E Commerce Dr in Finney County, at the request of Kaw Valley Engineering and Wichita Coca-Cola Bottling Company.

Staff Davidson reads staff report.

Secretary Kentner – The main issue with this was that there was originally eight (8) lots and there's an easement that ran right through the middle of the building. In order to clean that up so no one exercises that right for using an easement, the owner is moving forward with this Plat to clean that up.

Member Hitz – What did they do – build a building after the easement was put there?

Secretary Kentner – Yes. Evidently, what appears to have happened is when that building was built, no one looked at the Plat.

OPEN PUBLIC COMMENT

Applicant representative, Alan Zumbrunn – My name is Alan Zumbrunn with Kaw Valley Engineering, representing Coca-Cola Bottling Company. It's pretty straight forward. Like he said, the easement was their main concern, so we just replatted that existing Block three (3) into one lot and made it the new Addition. The drainage easement is an existing water way. We, of course, located it when we did the survey and created a fifty (50) foot easement, and then, at the request of Mr. Larsen, added another fifteen (15) on each side to make it eighty (80), and then the ten (10) foot easements on each of the three (3) sides of the property. So everything's all in there. The gravel drive – it does run along the west side of the property, and we have added a road easement for access and maintenance of that gravel drive, although it is not dedicated as right-of-way, but that way it can be used. I want to thank you for your time. If you have any questions, that's why I'm here.

CLOSE PUBLIC COMMENT

Member Hitz – So what we're doing is just cleaning up a mess.

Member Germann – If there's no discussion, I'll entertain a motion.

MEMBER HITZ MAKES MOTION TO APPROVE THE SINGLE LOT PLAT OF THE COCA-COLA ADDITION LOCATED AT 4645 E COMMERCE DR IN FINNEY COUNTY. MEMBER GIGOT SECONDS THE MOTION.

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

Howard	Gigot	Schwindt	Germann	Law	Lopez	Stewart	Hitz	Schneider
Yea	Yea	Not Present	Yea	Not Present	Not Present	Yea	Yea	Not Present

Motion passed.

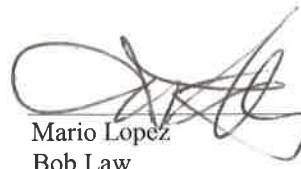
MEMBER HOWARD MAKES MOTION TO ADJOURN. MEMBER GIGOT SECONDS.

Meeting adjourned at 9:20 am.



Kaleb Kentner
Carol Davidson
Josh Larsen

Secretary



Mario Lopez
Bob Law

Chairman
Vice-Chairman



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kristi Newland, Zoo Director
DATE: August 1, 2017
RE: Zoo Advisory Board minutes for July 2017 meeting

ISSUE:

Presentation of the July 11, 2017 Zoo Advisory Board minutes

BACKGROUND:

Attached are the July 11, 2017 Zoo Advisory Board minutes

ALTERNATIVES:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
ZAB minutes	7/19/2017	Backup Material

Zoo Advisory Board
Minutes of Meeting Held
Tuesday, July 11, 2017

Members Present: Phil Sloderbeck, Taylor Freburg, Kathy Diehl

Members Absent: Ryan Derstein, Jimmy Deal, Donna Lightner, Stacy Regan-Green

Others Present: Kristi Newland, Whitney Buchman, Sarah Colman, Donna Wohler, Jessica Norton

I. There was not a quorum, so an official meeting did not take place.

II. New Business

- a. Zoo Monthly Report – Two pronghorns were born and are being hand-reared. Rhino introductions took place, and the rhinos are getting along well. The General Curator is working on bringing in another siamang as well as banteng. Banteng transport plans are waiting on the SSP coordinator and cooler weather. A major focus in June was planting the butterfly garden and placing informational signs along a walking trail in the garden. The Park Department is also planting pollinator-friendly plants in the parks.
- b. FOLRZ Report – The Jungle Run Car Show took place and went well. A Wild Affair is scheduled for September 9 and will feature The Buckner Creek Band. Board members were invited to attend any AWA planning meetings and let us know of ideas for auction items.
- c. Election of Officers – There wasn't a quorum, so this will take place at the next meeting.
- d. Proposed Sales Tax –City staff are developing various options for the City Commission to review potentially involving a ¼ cent sales tax increase. The current consensus is it would bundle projects from the Fire Department, Police Department, Airport, and Zoo. The Zoo projects include the Animal Health Clinic, Primate Exhibit, and Flamingo Exhibit. The proposal would potentially be on the November ballot.

III. Old Business

- IV. Board Member Reports – Kathy suggested emailing Outlook appointments for the Board meetings to Board members.

Next scheduled Meeting is August 1, 2017 at 5:00 p.m.