

AGENDA
CITY COMMISSION MEETING
Tuesday, June 17, 2014
1:00 P.M.

- I. **Note: Pre-meeting at 11:00 a.m. – 11:45 a.m., located in the large meeting room at the City Administrative Center to review the Finnup Master Plan. 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.**
- V. **PUBLIC COMMENT Agenda Schedule Allowance: 30 minutes (5 minutes per spokesperson)**
- VI. **CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES.**
 - A. Susan Escareno, Executive Director of Finney County United Way, requests a waiver of sign regulations for off-site signage and a waiver of the temporary sign fees during the United Way fundraising campaign from August 2014 – March 2015.
 - B. Finney County Preservation Alliance requests Governing Body consideration and approval to hold the second annual “Razing the Roof” benefit concert at the gazebo on the west green of Lee Richardson Zoo on Saturday, September 13, 2014 from 7:00 p.m. – 11:00 p.m., a waiver of the fees for the rental of the gazebo, a waiver of the noise ordinance, permission to sell beer and other cereal malt beverages under a temporary CMB license and electrical needs to be coordinated with the City’s Electric Department.
 - C. Mark Pamplin, President of the State Theater Project, requests Governing Body consideration and approval of providing free City utility service for an upcoming fundraising production of The Odd Couple at the State Theater. Activities and rehearsals begin June 14, 2014 with performances scheduled for July 17-20, 24-27 and July 31-August 3.
- VII. **REPORT OF THE CITY MANAGER.**
 - A. Staff has provided several items of information for Governing Body review including the following: from Director of Aviation Powell the monthly enplanement report, from Community Development Director Kentner the monthly building and code enforcement reports, from Finance Director Hitz the monthly sales tax report, from Public Works Director Curran the monthly transit report and projects update report, from Police Chief Hawkins the monthly activity report and from Zoo Director Newland the monthly zoo report.
 - B. Meetings of note:
 - ✓ June 21, 2014 – Global Bazaar at Lee Richardson Zoo, 8:00 a.m. – 4:00 p.m.
 - ✓ July 23 – 26, 2014 – Finney County Fair

- ✓ August 4 – 10, 2014 – Southwest Kansas Pro-Am
- ✓ August 23 – 24, 2014 – Tumbleweed Festival at Lee Richardson Zoo
- ✓ September 6, 2014 – A Wild Affair at Lee Richardson Zoo
- ✓ September 18, 2014 – Diversity Dinner at Garden City High School
- ✓ September 19, 2014 – Multi-Cultural Summit – Garden City Community College
- ✓ September 20, 2014 – Fall Fest 2014

VIII. CONSIDERATION OF APPROPRIATION ORDINANCE.

- A. Appropriation Ordinance No. 2366-2014A.

IX. CONSIDERATION OF ORDINANCES AND RESOLUTIONS.

- A. The City is preparing an application to KDOT for the FY 2014 Safe Routes to Schools program. The Governing Body is asked to consider and approve a Resolution authorizing the application.

- 1. Resolution No. _____-2014, a resolution declaring the eligibility of the City of Garden City, Kansas, to submit an application to the Kansas Department of Transportation for use of Safe Routes To Schools funds set forth by Map-21 for the Safe Routes To Schools 2014 Pedestrian and Bicycle Accessibility Project in Garden City and authorizing the City Engineer to sign this application.

- B. On December 17, 2013, Mr. James Dinkle, 406 E. Emerson, came before the Governing Body to request an extension for an environmental yard clean-up that had been submitted as a nuisance violation. A six-month extension that was granted by the Governing Body to finish the clean-up has expired. The Governing Body is asked to consider a resolution for environmental abatement.

- 1. Resolution No. _____ - 2014, a resolution authorizing the removal of nuisance conditions from the property listed below in the City Of Garden City, Kansas, pursuant to Section 38-139 of the Code of Ordinances of the City of Garden City, Kansas. (406 W. Emerson Street – misc. items)

- C. Resolution No. _____ - 2014, a resolution authorizing the removal of motor vehicle nuisances from certain properties in the City of Garden City, Kansas, pursuant to Section 38-63 of the Code of Ordinances of the City of Garden City, Kansas. (212 Spencer Street – red mini-van)

- D. Resolution No. _____ - 2014, a resolution authorizing the removal of tree nuisance from the property listed below in the City of Garden City, Kansas, pursuant to Section 94-64 of the Code of Ordinances of the City of Garden City, Kansas. (2104 N. Third Street)

X. OLD BUSINESS.

- A. Staff will provide an update to the zoning violation concerns in the “I-2” Medium Industrial District on west Mary Street.

XI. NEW BUSINESS.

A. Zoo Director Newland and the Zoo Advisory Board request Governing Body consideration and approval of a Zoo Facility Use and Guidelines agreement.

B. Finance Director Hitz will discuss the following items related to the 2015 Proposed Budget:

- 1. Review remainder of the General Fund (#1) and Health Insurance (#55).

C. Advisory Board Recommendations:

- 1. Zoo Advisory – 1 applicant

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

- 1. Governing Body consideration and acceptance of a deed for right-of-way from Mosaic Housing Corp. XX – Garden City related to the Schulman Avenue Widening and Lareu Road extension to the south.
- 2. Governing Body consideration and approval of Supplemental Agreement #1 to the Master Agreement between the City of Garden City, Kansas and HNTB Corporation.
- 3. Quit Claim Deed from the heir of John Cooper transferring Space 4, Lot 324, Weeks Addition of Valley View Cemetery to James E. &/or Elsie Darlene Lara.
- 4. Permission for Martha Ruiz &/or Veronica Contreras to reserve Space 2, Lot 36, Zone J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.
- 5. Licenses:

(2014 New)

- a) Advance America, Cash AdvancePrecious Metal Dealer
- b) Nationwide Builders & Contractors.....Class C General
- c) Midtown Services..... Class D-M Mechanical
- d) ServicExperts, Inc..... Class D-M Mechanical
- e) Spencer Contracting Company, Inc..... Class E-SOC Specialized Other

XII. CITY COMMISSION REPORTS.

A. Commissioner Doll

B. Commissioner Fankhauser

C. Commissioner Law

D. Mayor Cessna

E. Commissioner Dale

XIII. ADJOURN.

THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS

City of Garden City
June 3, 2014

The regular meeting of the Board of Commissioners of the City of Garden City was held at 1:00 p.m. at the City Administrative Center on Tuesday, June 3, 2014 with all members present. Commissioner Dale opened the meeting with the Pledge of Allegiance to the Flag and Invocation.

Shirley Arteaga, 611 W. Fulton Street, was present and voiced her concerns with the new restaurant and cantina that is to open soon at 606 W. Fulton Street. Ms. Arteaga stated she was told that if the business had been closed for a certain amount of time that a liquor license would not be able to be issued. Staff was directed to look into this complaint.

Commissioner Fankhauser moved to approve the request from Ms. Carole Fry, on behalf of the Finney County Fair, for a special rate fee (\$20.00) for solid waste service, permission to close-off Lake Avenue to thru traffic for July 23 – 26, 2014, a waiver of the deposit and daily fees normally required for the carnival and a waiver to the restricted height of aircraft over the corporate limits to allow for helicopter rides. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Mayor Cessna moved to approve a request from Dr. Marilyn Douglass, Board Chair for the Garden City Community College Board of Trustees, to allow for dispensing and consumption of cereal malt beverage or alcoholic liquor at Lee Richardson Zoo on the evening of June 13, 2014 pursuant to Code Sections 6-35 and 6-133. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Blue Cross Blue Shield, presented the Garden City Recreation Commission the BlueCHIP award. The BlueCHIP award is a community health improvement program that recognizes and rewards Kansas communities that encourage and support healthy lifestyles through programs, initiatives, policies and/or community-wide events.

The Big Pool appeared in the Summer 2014 issue of KANSAS magazine.

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

Finance Director Hitz provided the monthly sales tax report for Governing Body review.

Meetings of note:

- ✓ May 28 - June 1, 2014 - The Commemorative Air Force B-17 was at the Garden City Regional Airport, Available to the public from 9:00 a.m. – 6:00 p.m.
- ✓ May 30 – June 8, 2014 – Beef Empire Days – “Beef...The Chef’s Choice!”
- ✓ May 31, 2014 – BED Children’s Parade at Stevens Park, 10:00 a.m.
- ✓ June 1 – 5, 2014 – American Junior Golf Association (AGJA) tournament at Buffalo Dunes Golf Course
- ✓ June 7, 2014 – BED Chuck Wagon Breakfast at Stevens Park, 6:30 a.m. - 9:30 a.m.
- ✓ June 7, 2014 – BED Parade on Main Street, 10:30 a.m.
- ✓ June 7, 2014 – BED Chuck Wagons in the Park at Stevens Park, 11:30 a.m.
- ✓ June 12, 2014 – Jameson Energy Center Ribbon Cutting at 10:00 a.m.
- ✓ June 21, 2014 – Global Bazaar at Lee Richardson Zoo, 8:00 a.m. – 4:00 p.m.
- ✓ July 23 – 26, 2014 – Finney County Fair
- ✓ August 4 – 10, 2014 – Southwest Kansas Pro-Am

- ✓ August 23 – 24, 2014 – Tumbleweed Festival at Lee Richardson Zoo
- ✓ September 18, 2014 – Diversity Dinner at Garden City High School
- ✓ September 19, 2014 – Multi-Cultural Summit at Garden City Community College
- ✓ September 20, 2014 – Fall Fest 2014

Appropriation Ordinance No. 2365-2014A, “AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$1,491,224.23,” was read and considered section by section. Commissioner Dale moved to approve and pass Appropriation Ordinance No. 2365-2014A. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Ordinance No. 2649-2014, “AN ORDINANCE APPROVING THE REZONING OF LAND FROM “C-2” GENERAL COMMERCIAL DISTRICT TO “R-2” SINGLE FAMILY RESIDENTIAL DISTRICT (1105 N. 9th Street),” was read and considered section by section. Mayor Cessna moved to approve Ordinance No. 2649-2014. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Ordinance No. 2650-2014, “AN ORDINANCE AMENDING THE ZONING REGULATIONS FOR THE CITY OF GARDEN CITY, KANSAS; ADOPTING NEW ZONING REGULATIONS TO REGULATE SIGNS AND OUTDOOR ADVERTISING; AMENDING ZONING REGULATION SECTIONS 23.020, 23.030, 23.040, AND 23.100; ADDING NEW ZONING REGULATION SECTION 23.105; REPEALING IN ITS ENTIRETY CURRENT ZONING REGULATION SECTIONS 23.020, 23.030, 23.040, AND 23.100. ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS,” was read and considered section by section. Commissioner Law moved to approve Ordinance No. 2650-2014 with an amendment to Section 23.105 (F)(2)(2) changing the square footage from 80 sq. ft. to 128 sq. ft. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Resolution No. 2583-2014, “A RESOLUTION STATING THE INTENT OF THE CITY OF GARDEN CITY, KANSAS TO CONSIDER THE ADDITION OF AREA TO A REDEVELOPMENT DISTRICT AND PROVIDING FOR NOTICE OF A PUBLIC HEARING ON SUCH MATTER,” was read and considered section by section. Commissioner Fankhauser moved to approve Resolution No. 2583-2014. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Resolution No. 2584-2014, “RESOLUTION AUTHORIZING THE REMOVAL OF MOTOR VEHICLE NUISANCES FROM CERTAIN PROPERTIES IN THE CITY OF GARDEN CITY, KANSAS, PURSUANT TO SECTION 38-63 OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS (510 N. 4th Street and 509 N. Taylor Avenue),” was read and considered section by section. Commissioner Law moved to approve Resolution No. 2584-2014. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Resolution No. 2585-2014, “A RESOLUTION AUTHORIZING THE REMOVAL OF TREE NUISANCE FROM THE PROPERTY LISTED BELOW IN THE CITY OF GARDEN CITY, KANSAS, PURSUANT TO SECTION 94-64 OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS (1017 N. 4th Street),” was read and considered section by section. Commissioner Law moved to approve Resolution No. 2585-2014. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Mr. Charles Claar, Ms. Theresa Dasenbrock and Ms. Kristin Sekavec of Lewis, Hooper and Dick, the City’s auditors, reviewed with the Governing Body the Comprehensive Annual Financial Report (Audit) for the City of Garden City for the year 2013.

Finance Director Hitz reviewed the Tax Funds and their Support Funds - Recreation Commission (#25), Bond & Interest (#40), Airport (#60), Airport Improvement (#61), and General Fund (#01) departmental budgets.

Mayor Cessna moved to approve a request from Fire Chief Allen Shelton for a waiver to the ordinance prohibiting the discharge of fireworks within the corporate limits of the City from July 3, 2014 to July 5, 2014 between the hours of 10:30 a.m. and 10:30 p.m. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Law moved to approve a performance management system including software used for conducting employee performance evaluation. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Fankhauser moved to approve staff to enter into a grant application process for the 2014 local solicitation Edward Byrne Memorial Justice Assistance Grant. If the grant of \$12,995 is awarded, the Garden City Police Department intends to purchase L3 System in-car cameras. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Doll asked to table the appointment of the Garden City Recreation Commission board appointee to survey the make-up of the current board members.

Commissioner Dale moved to approve the following:

1. KDOT Supplemental Agreement No. 1 to the State and City Agreement, No. 209-12, for the Windsor Hotel Enhancement Project.
2. Agreement for towing services between the City of Garden City, Kansas and Skeeter’s Body Shop.
3. Quit Claim Deed from Charles &/or Dolline Skilling transferring Spaces 1 & 2, Lot 66, Zone I of Valley View Cemetery to the City of Garden City, Kansas.
4. Licenses:

(2014 New)

- a) Barnett Home Improvement Class A General

- b) Garden City Recreation Commission Class B General
- c) Glassman Corporation Class D-M Mechanical
- d) Fast Eddie’s Appliance Repair.Class E-SOC Specialized Other
- e) Rocky Mountain West TelecomClass E-SOC Specialized Other

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

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Doll moved that the City Commission go into executive session pursuant to K.S.A. 75-4319(b)(2) for 15 minutes for the purpose of consultation with City legal counsel on matters which are privileged in the attorney/client relationship which if discussed in open session would waive that privilege and that the City Commission reconvene into open session in the City Commission Chambers at 4:05 p.m. with City Attorney Grisell, City Manager Allen and Public Utilities Director Muirhead present and Gregg Ottinger by phone. Commissioner Law seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

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

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

Roy Cessna, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

City Commission Reports

Commissioner Dale congratulated the Garden City Recreation Commission for the BlueCHIP award. Commissioner Dale thanked Lewis, Hooper & Dick, LLC for their time and effort on the audit. Commissioner Dale thanked City Manager Allen, Finance Director Hitz and staff for their hard work and for keeping the City in good shape.

Commissioner Doll echoed the comments from Commissioner Dale.

Commissioner Fankhauser had no comments.

Commissioner Law congratulated the Garden City Recreation Commission for the BlueCHIP award and for the recognition in the KANSAS magazine for the Big Pool. Commissioner Law thanked staff for their work on the audit. Commissioner Law stated that last Friday he attended two retirement parties for longtime employees, Dan Wimmer and Donna Gerstner and stated he wishes them well in their future pursuits.

Mayor Cessna stated he recently welcomed 39 people from across Kansas for the Leadership Kansas program and was a moderator for a diversity and energy panel. Mayor Cessna stated the Leadership Kansas program normally starts here in Garden City because we set the bar high and stated it's a great way to showcase Garden City. Mayor Cessna reminded everyone that the American Junior Golf Association is here at Buffalo Dunes Golf Course for the second year in a row and stated it is a great event with many talented individuals. Mayor Cessna stated the sales tax report shows people are shopping locally, and Mayor Cessna encouraged others to continue to shop locally. Mayor Cessna echoed the other Commissioners' comments on the City audit and staff work.

Petitions

P.O. Box 1268
1511 E. Fulton Terrace
Garden City, KS 67846

Phone (620)275-1425
Fax (620)276-3290
E-mail fcuwed@gmail.com

www.gardencity.net/unitedway

Finney County
United Way



June 5, 2014

Dear City Commissioners,

Finney County United Way would like to request permission to erect our Campaign Thermometer on the Commerce Bank property located at 1515 E. Kansas Avenue in late August or early September. We have already contacted Commerce Bank and they have granted us permission to place the sign on their property. The thermometer will come down in January 2105. We would also like to request the commission to waive the fee associated with this type of temporary signage. If you have any questions or need further clarification please contact me.

Thank you for your support!

Respectfully Submitted,

A handwritten signature in cursive script that reads "Susan Escareno".

Susan Escareno, Executive Director



Special Event Request

301 N 8th Street
 PO Box 998
 Garden City, KS 67846
 620-276-1130

xx Other
 _____ Carnival/Circus*
 _____ Sports Event*
 _____ Haunted House*
 *License Required

May 14, 2014

Today's Date

Razing the Roof

Name of Event (if applicable)

LRZ Gazebo (west greens)

Location of Event

Finney County Preservation Alliance benefit concert for The Windsor

Purpose of the Event

Saturday, September 13, 2014

Date of Event

7:00 p.m. - 11:00 p.m.

Start and End Time of Event

Don Harness

PO Box 97, GC

620-275-4340

Applicant Name (please print)

Address

Phone

Additional Contact Names & Phone Numbers

Please mark all that you are requesting. (Note: Amenities are not available at all locations.)

Street Closure	n/a	Steven's Park Bandshell	n/a	Noise Waiver**	Yes
Extra Trash Receptacles	6-10 poly-karts	Restrooms (Park Shelter Keys)	n/a	Electricity Access	Yes
Additional Request/Remarks	permission to serve malt beverages				

**** Sec. 62-9. Excessive sound, music or noise.**

(a) It shall be unlawful for any person to play, use, operate or permit to be played, used, or operated any radio receiving, set musical instrument, or any machine equipment, equipment, or device used for the production, reproduction or creation of sound at a louder volume than is necessary for the reasonable hearing of the person so playing, using or operating such instrument, equipment, machine, or device, and the reasonable hearing of other persons who are voluntary listeners thereto, or in such a manner so to disturb the peace, quiet, and comfort of neighboring inhabitants or other residents of the city.

(b) This prohibition shall include sound, music, or noise created by automobile radios, musical bands, groups or orchestras in public or private buildings. It shall be prima facie evidence of a violation of this sections of the sound, music, or noise is plainly audible at the real property line on the real property from which the sound, music, or noise is emanating; provided, however, that nothing in this section shall be construed to prohibit the playing of church chimes or the ringing of church bells, the testing or use of the civil defense warning system, or the authorized use of public safety vehicle sirens.

(Ord. No. 1858, § 4(20-142), 8-23-94)

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

RESOLUTION NO. 2435-2011

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

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

Request on File

May 14, 2014

Signature

Date

For office use only		GC Downtown Vision	n/a
Police	JH 5/14/14	Electric	KP 5/19/14
Fire	AS 5/14/14	Public Works	SC 5/14/14
Zoo	KN 5/16/14	Parks/Grounds	AG 5/14/14
City Manager		Application Received by	Raelene Stoecklein 5/14/14

‘Razing the Roof’ benefit concert request:

The Finney County Preservation Alliance is seeking permission to hold the second annual ‘Razing the Roof’ benefit concert at the Gazebo on the West Green of the Lee Richardson Zoo. The date for the event will be Saturday September 13, 2014. The event will run from 7:00p.m. until 11:00p.m.

The Alliance would like permission to serve malt beverages, a sound variance and waiving of fees for rental of the Gazebo on the West Green space. All profits will be used for the renovation of the Windsor Hotel, a building integral to the future and success of downtown.

All required insurance will be purchased and security provided. The Alliance believes experience gleaned from last year’s event will contribute to the success of this happening and provide the community an enjoyable means to support the Windsor.

Featured artist will be Kelley Hunt and her band making their Western Kansas debut of her latest record “The Beautiful Bones”. The opening band will be Garden City’s own “Fulton Street Band”

Please, accept FCPA’s invitation to attend.



June 9, 2014

To whom it may concern:

The State Theatre Project plans to produce Neil Simon's Broadway classic *The Odd Couple* later this summer. Performance dates are July 17-20, 24-27 & July 31-Aug 3. These performances are a fundraising event for the State Theatre Project, raising awareness and money toward the revitalization of the theater. The production will be also be designed to demonstrate how The State Theatre can be utilized to help other charitable organizations in and around Garden City. We are offering all area churches the opportunity to fundraise by buying discounted tickets to resell, using the profits for their group. Seven percent (7%) of all funds raised during the production will go to Garden City Arts on Main Street. The in-show programs will be designed as a coupon book for local retailers and restaurants encouraging audience members to patronize local businesses. The State Theatre will also be collecting donations for the Garden City Humane Society by encouraging audience members to bring supplies that are listed on their needs list.

We are requesting that the City of Garden City provide electricity and water for the duration of the rehearsals and performances.

The State Theatre Project thanks you in advance for your consideration of this project, and we hope to hear from you soon. You may contact Mark Pamplin at (620) 290 1416 or email Mapamp@msn.com

Sincerely,

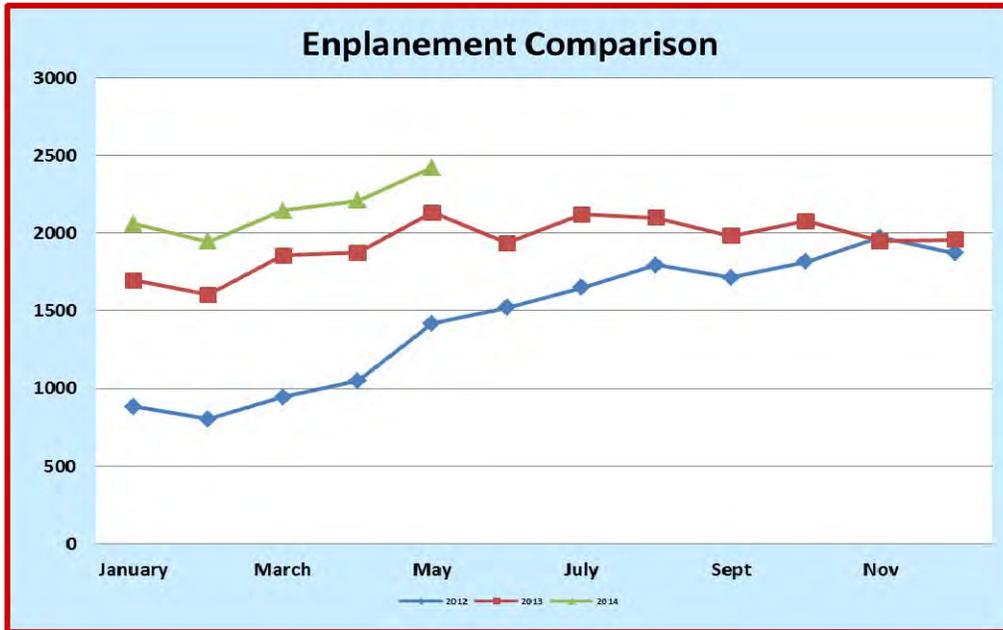
Mark A. Pamplin
President, The State Theatre Project



Report of the City Manager

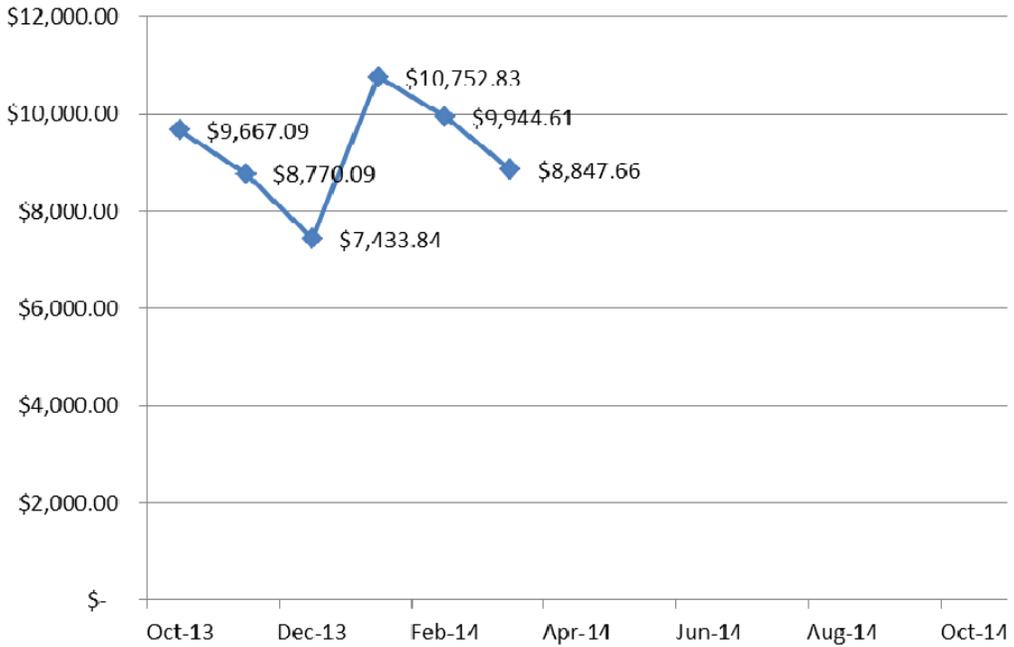
Staff Reports

GARDEN CITY REGIONAL AIRPORT MONTHLY REPORTS

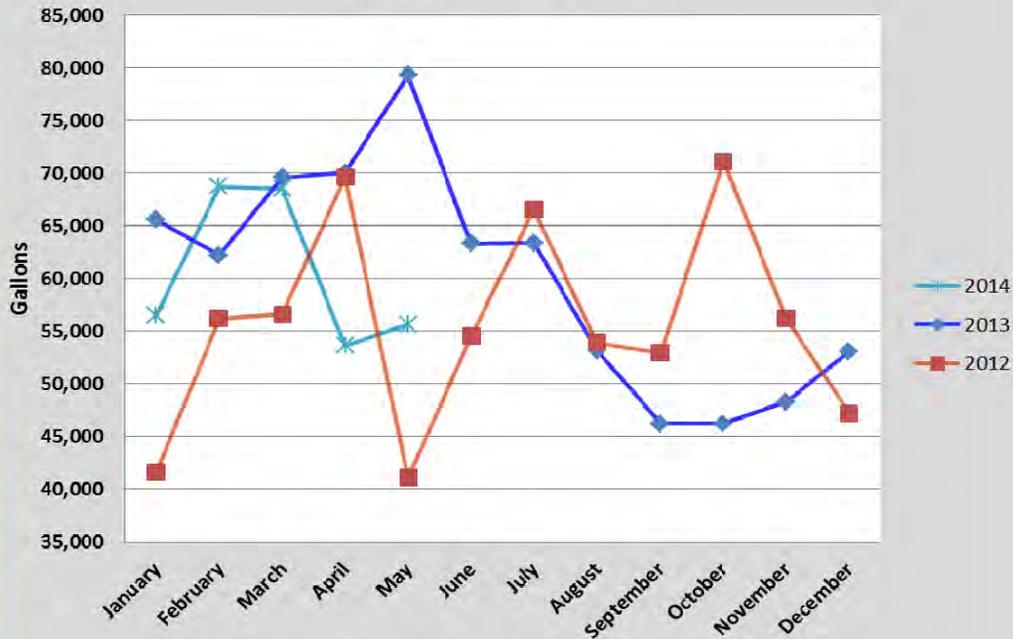


Total Enplanements			
2014	American Eagle	Republic	Total
Jan	2058	63	2121
Feb	1946	75	2021
March	2146	67	2213
April	2163	48	2211
May	2423		2423
June			0
July			0
Aug			0
Sept			0
Oct			0
Nov			0
Dec			0
TOTAL	10736	253	10989

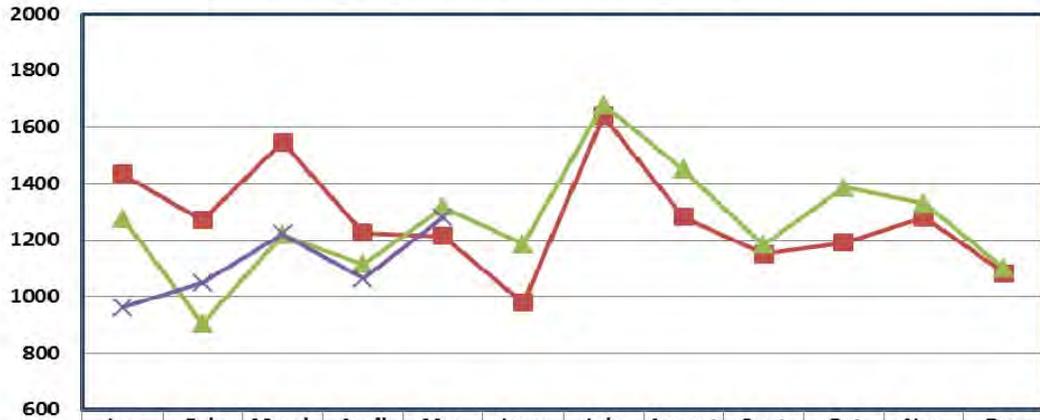
Passenger Facility Charge (PFC)



Fuel Sale Comparison



Monthly Operations Comparison



	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec
2012	1434	1269	1546	1225	1212	978	1638	1281	1150	1190	1279	1081
2013	1276	904	1216	1114	1316	1185	1678	1449	1182	1385	1328	1099
2014	961	1047	1221	1063	1280							

Planning & Community Development Building Report May 2014





Permit Type	Address	Structure	Project Description
BUILDING PERMIT	1530 South OLD HWY 83	Commercial/Industrial Remodel	ADD ANNENTA TO EXISTING CELL TOWER
SIGN PERMIT	1700 East HWY 50 BYPASS	Commercial/Industrial Remodel	LED BILLBOARD-K&L TANK TRUCK SERVICES
SIGN PERMIT	303 North TOWNS	Commercial/Industrial Remodel	LED BILLBOARD-BILL HARMON FARMS
BUILDING PERMIT	3050 North EIGHTH	Misc	PARTIAL PARKING LOT INSTALLATION
BUILDING PERMIT	11130 East SEVEN MILE	New Commercial	60X55 METAL BUILDING
BUILDING PERMIT	1260 SONORA	Residential Remodel	1986 16X76 MOBILE HOME
BUILDING PERMIT	1495 NORTHSHORE	Residential Remodel	5 FT WOOD FENCE
BUILDING PERMIT	2840 East RODKEY	Residential Remodel	23X28.3 ADDITION & 12X5 PORCH ADDITION
BUILDING PERMIT	2915 EAGLES VIEW	Residential Remodel	40X60 METAL GARAGE
BUILDING PERMIT	312 BARBER	Residential Remodel	12X16 STORAGE SHED & 8FT WOOD FENCE
BUILDING PERMIT	4280 East LEAR	Residential Remodel	WINDOW REPLACEMENT
BUILDING PERMIT	950 TOWNS	Residential Remodel	6FT WOOD FENCE
DEMO PERMIT	2005 West FULTON	Residential Remodel	INTERIOR DEMO
ELECTRICAL	2070 East JAMESON	Residential Remodel	WIRE IN SERVICE TO GARAGE AND INSTALL MAIN PANEL. REPLACE MAIN FEEDER PANEL FOR HOUSE & GARAGE
ELECTRICAL	2601 West MARY #126	Residential Remodel	CONNECT ELECTRICAL SERVICE TO MOBILE
ELECTRICAL	2970 North ANDERSON #31	Residential Remodel	INSTALL SECONDARY ELECTRICAL LINE & RECEPTICAL FOR RV STALL

ELECTRICAL	3118 CUMMINGS	Residential Remodel	UPGRADE SERVICE, INSTALL NEW RISER METER CAN SERVICE DISCONNECT
ELECTRICAL	340 FARMLAND #37	Residential Remodel	ELECTRICAL CONNECTION TO MOBILE HOME
GAS	1090 South TOWNS	Residential Remodel	REPLACE CUSTOMER GAS LINE
GAS	1090 South TOWNS	Residential Remodel	GAS PRESSURE TEST
GAS	1090 South TOWNS	Residential Remodel	REPAIR GAS LINE
GAS	1260 SONORA	Residential Remodel	1986 16X76 MOBILE HOME
GAS	2010 East JAMESON	Residential Remodel	NEW GAS LINE
GAS	3306 North VFW	Residential Remodel	GAS PRESSURE TEST
GAS	3306 North VFW	Residential Remodel	REPLACE CUSTOMER GAS LINE
GAS	340 FARMLAND #37	Residential Remodel	INSTALL 1998 MOBILE HOME
GAS	4170 East HWY 50 #317	Residential Remodel	REPLACE CUSTOMER LINE
GAS	4875 HILLCREST #42	Residential Remodel	REPLACE CUSTOMER GAS LINE
GAS	4875 HILLCREST #42	Residential Remodel	GAS PRESSURE TEST NEW GAS LINE
GAS	4875 HILLCREST B-8	Residential Remodel	REPLACE CUSTOMER GAS LINE
GAS	4875 HILLCREST B-8	Residential Remodel	GAS PRESSURE TEST ON NEW METER
GAS	5715 OLD POST	Residential Remodel	REPLACE CUSTOMER GAS LINE
GAS	5715 OLD POST	Residential Remodel	GAS PRESSURE TEST
MECHANICAL	2930 NANCY	Residential Remodel	C/O CONDENSER & EVAPORATOR COIL
MECHANICAL	3855 North FARMLAND	Residential Remodel	C/O FURNACE & A/C
PLUMBING	101 CHELSEY	Residential Remodel	INSTALL LAWN SPRINKLER SYSTEM
PLUMBING	1260 SONORA	Residential Remodel	1986 16X76 MOBILE HOME
PLUMBING	201 BULLARD	Residential Remodel	INSTALL ADDITIONAL SPRINKLERS TO EXISTING SPRINKLER SYSTEM
PLUMBING	2175 CC	Residential Remodel	INSTALL LAWN SPRINKLER SYSTEM
PLUMBING	2601 West MARY #126	Residential Remodel	CONNECT SEWER SERVICE TO MOBILE HOME
PLUMBING	2601 West MARY #126	Residential Remodel	CONNECT WATER SERVICE TO MOBILE HOME
PLUMBING	2970 North ANDERSON #31	Residential Remodel	INSTALL WATER LINE
PLUMBING	3340 North FARMLAND	Residential Remodel	INSTALL LAWN SPRINKLER SYSTEM
PLUMBING	340 FARMLAND #37	Residential Remodel	WATER SERVICE CONNECTION TO MOBILE HOME
BUILDING PERMIT	2601 MARY LOT 116	SF Manufactured (HUD Standards)	INSTALL 16X80 1994 MOBI MOBILE HOME
BUILDING PERMIT	340 FARMLAND #24	SF Manufactured (HUD Standards)	1996 16X80 SCHULMAN MOBILE HOME
BUILDING PERMIT	340 FARMLAND #37	SF Manufactured (HUD Standards)	INSTALL 1998 MOBILE HOME
BUILDING PERMIT	4170 East HWY 50 #317	SF Manufactured (HUD Standards)	INSTALL 16X80 2001 SCHULMAN MOBILE HOME



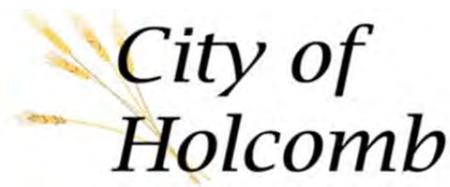
Permit Type	Address	Structure	Project Description
BUILDING PERMIT	105 North JENNIE BARKER	Commercial/Industrial Remodel	R/R 10SQ WOOD & ROLL
BUILDING PERMIT	105 West CHESTNUT	Commercial/Industrial Remodel	REPLACING 9 ANTENNAS, ADDING 3 PRU'S, 3 DISTRIBUTION BOXES AND ASSOCIATED HYBRID CABLES
BUILDING PERMIT	1105 East KANSAS	Commercial/Industrial Remodel	INTERIOR REMODEL-TRANQUILITY SPA
BUILDING PERMIT	1490 LAREU Road	Commercial/Industrial Remodel	PETCO- NEW BUILD
BUILDING PERMIT	306 North MAIN	Commercial/Industrial Remodel	NEW SIDING ON EAST SIDE OF BUILDING
BUILDING PERMIT	407 North EIGHTH	Commercial/Industrial Remodel	R/R FRONT & BACK EXTERIOR DOOR
BUILDING PERMIT	515 North EIGHTH	Commercial/Industrial Remodel	INTERIOR REMODEL
BUILDING PERMIT	705 BALLINGER	Commercial/Industrial Remodel	INSTALL 19 REPLACEMENT WINDOWS
BUILDING PERMIT	710 East FULTON	Commercial/Industrial Remodel	6FT WOOD FENCE
BUILDING PERMIT	940 STONE CREEK Drive UNIT A	Commercial/Industrial Remodel	INTERIOR REMODEL
BUILDING PERMIT	940 STONE CREEK Drive UNIT B	Commercial/Industrial Remodel	INTERIOR REMODEL
DEMO PERMIT	1311 East FULTON	Commercial/Industrial Remodel	DEMOLITION IN-GROUND SWIMMING POOL & BACK FILL
ELECTRICAL	105 North JENNIE BARKER	Commercial/Industrial Remodel	R/R 24 LIGHT FIXTURES
GAS	311 CAMPUS # 101	Commercial/Industrial Remodel	REPAIR GAS LINE
MECHANICAL	115 East LAUREL	Commercial/Industrial Remodel	REPLACE A/C
MECHANICAL	2214 East KANSAS	Commercial/Industrial Remodel	INSTALL 5 TON A/C & HEATER ROOF TOP UNIT
MECHANICAL	2306 East KANSAS	Commercial/Industrial Remodel	REPLACE A/C
MECHANICAL	511 East KANSAS	Commercial/Industrial Remodel	REPLACE REF COILS
PLUMBING	1530 LAREU Road	Commercial/Industrial Remodel	INSTALL IRRIGATION SPRINKLER SYSTEM
PLUMBING	1660 LAREU Road	Commercial/Industrial Remodel	INSTALL LAWN SPRINKLER SYSTEM
PLUMBING	519 West MARY	Commercial/Industrial Remodel	INSTALL 40 GALLON WATER HEATER

SIGN PERMIT	1115 East KANSAS STE C	Commercial/Industrial Remodel	3X4 WALL SIGN & VINYL WINDOW SIGN-KENNINGTON LAW
SIGN PERMIT	1203 North TAYLOR	Commercial/Industrial Remodel	1 PYLON REFACE & 1 WALL REFACE
SIGN PERMIT	139 CLOVERLEAF	Commercial/Industrial Remodel	TEMPORARY BANNER SIGN-NOW HIRING
SIGN PERMIT	1450 LAREU Road	Commercial/Industrial Remodel	4X8 GROUND SIGN-COMING SOON HOBBY LOBBY
SIGN PERMIT	1807 East MARY	Commercial/Industrial Remodel	24"X70" LETTER SIGN
SIGN PERMIT	2117 South AIR SERVICE	Commercial/Industrial Remodel	2-10X9 LIGHTED LETTER SIGNS-SAKER AVIATION
SIGN PERMIT	2310 East KANSAS	Commercial/Industrial Remodel	TEMPORARY BANNER SIGN-SEARS CLEARANCE
SIGN PERMIT	2505 FLEMING	Commercial/Industrial Remodel	TEMPORARY BANNER SIGN-CONOCO
SIGN PERMIT	606 West FULTON	Commercial/Industrial Remodel	TEMPORARY BANNER SIGN-EL PATRON RESTAURANT
UTILITY	202 & 204 COLLEGE Drive	Commercial/Industrial Remodel	2" FIRE LEG
BUILDING PERMIT	1205 A	Misc	CONCRETE SLAB FOR BASKETBALL COURT
BUILDING PERMIT	2225 South AIR SERVICE	Misc	REMODEL RESTROOMS
BUILDING PERMIT	2401 East SPRUCE Street	Misc	INSTALL STORAGE SHED
MECHANICAL	1412 North MAIN	Misc	INSTALL NEW ROOFTOP UNITS IN COMPETITION GYM AND PRACTICE GYM
PLUMBING	401 East SPRUCE Street	Misc	REPAIR GAS LINE
SIGN PERMIT	300 South MAIN	Misc	3X8 BANNER SIGN
SIGN PERMIT	403 South FOURTH	Misc	3X8 BANNER SIGN-ANNUAL FLEE MARKET
SIGN PERMIT	SW CORNER OF THIRD & KANSAS	Misc	3X8 BANNER SIGN-ANNUAL FLEA MARKET
BUILDING PERMIT	1010 GILLESPIE	Residential Remodel	6FT WOOD FENCE
BUILDING PERMIT	1011 North SIXTH	Residential Remodel	25X15 CONCRETE SLAB IN REAR YARD
BUILDING PERMIT	1019 North FIFTH	Residential Remodel	6FT & 3FT WOOD FENCE
BUILDING PERMIT	1118 North FIFTH	Residential Remodel	INSTALL 3'& 6' WOOD FENCE
BUILDING PERMIT	1208 GIBSON	Residential Remodel	6X8 FRONT PORCH
BUILDING PERMIT	1302 North EIGHTH	Residential Remodel	R/R 2-29X16 & 2-28X12 BASEMENT WINDOWS
BUILDING PERMIT	1302 West FULTON	Residential Remodel	FOUNDATION FOR FUTURE GARAGE
BUILDING PERMIT	1309 North EIGHTH	Residential Remodel	14X16 PATIO COVER
BUILDING PERMIT	1412 KINGSBURY	Residential Remodel	10X28 DRIVEWAY ADDITION
BUILDING PERMIT	1521 East FULTON	Residential Remodel	REATTCH CANOPY OVER FUEL PUMPS
BUILDING PERMIT	1528 North TWELFTH	Residential Remodel	6FT WOOD FENCE
BUILDING PERMIT	1601 HARDING	Residential Remodel	6FT WOOD FENCE
BUILDING PERMIT	1604 DIANE	Residential Remodel	6FT WOOD FENCE
BUILDING PERMIT	1604 JULIE	Residential Remodel	INSTALL NEW SIDING ON HOUSE
BUILDING PERMIT	1605 OLD MANOR	Residential Remodel	R/R 25SQ COMP SHINGLES & R/R 10 WINDOWS
BUILDING PERMIT	1608 North TENTH	Residential Remodel	10X11 SHED & 6FT WOOD FENCE
BUILDING PERMIT	1608 VAN DITTIE	Residential Remodel	R/R 32 SQ WOOD SHAKE SHINGLES
BUILDING PERMIT	1614 BLUFF	Residential Remodel	REPLACE DECK
BUILDING PERMIT	1618 LONGHORN	Residential Remodel	PERGOLA OVER 18X18 REAR DECK
BUILDING PERMIT	1703 DIANE	Residential Remodel	6FT CHAINLINK FENCE
BUILDING PERMIT	1813 OROSCO	Residential Remodel	3FT WOOD FENCE

BUILDING PERMIT	1903 C	Residential Remodel	REAR DRIVEWAY & SIDEWALK
BUILDING PERMIT	2004 CENTER	Residential Remodel	3FT & 4FT VINYL FENCE
BUILDING PERMIT	2010 CENTER	Residential Remodel	12X20 SUNROOM
BUILDING PERMIT	2011 ANTELOPE	Residential Remodel	6FT WOOD FENCE
BUILDING PERMIT	203 North ELEVENTH	Residential Remodel	SIDEWALK ON SIDE OF HOME
BUILDING PERMIT	2102 A	Residential Remodel	10X10 STORAGE SHED
BUILDING PERMIT	2106 APACHE	Residential Remodel	REPAIR FENCE- R/R POSTS & BROKEN PICKETS
BUILDING PERMIT	2106 MOHAWK	Residential Remodel	6FT FENCE
BUILDING PERMIT	211 North TWELFTH	Residential Remodel	8X10 TOOL SHED
BUILDING PERMIT	2110 North NINTH	Residential Remodel	VINYL SIDING & WINDOWS
BUILDING PERMIT	2111 ANTLER RIDGE	Residential Remodel	INGROUND SWIMMING POOL
BUILDING PERMIT	2115 ANTLER RIDGE	Residential Remodel	27X24 ADDITION
BUILDING PERMIT	2310 YOSEMITE	Residential Remodel	6FT WOOD FENCE & DRIVEWAY EXTENSION
BUILDING PERMIT	2405 DEE	Residential Remodel	HOME REMODEL
BUILDING PERMIT	2408 A	Residential Remodel	18X5X2 BLOCK & CONCRETE PORCH
BUILDING PERMIT	2430 BELMONT	Residential Remodel	R/R 6FT FENCE
BUILDING PERMIT	2507 North SEVENTH	Residential Remodel	16X20 PATIO COVER
BUILDING PERMIT	2509 North SEVENTH	Residential Remodel	3' HIGH CHAIN LINK FENCE, 21' LONG
BUILDING PERMIT	2606 North EIGHTH	Residential Remodel	6FT WOOD FENCE
BUILDING PERMIT	2607 PEARLY JANE	Residential Remodel	R/R 26SQ COMP SHINGLES
BUILDING PERMIT	2607 SHAMUS	Residential Remodel	10X16 STORAGE SHED
BUILDING PERMIT	2806 North TENTH	Residential Remodel	10X12 DECK
BUILDING PERMIT	2822 KRIS	Residential Remodel	WINDOW REPLACEMENT
BUILDING PERMIT	302 COLLEGE ST-#2	Residential Remodel	REPAIR WALL DAMAGE FROM VEHICLE DRIVING INTO IT
BUILDING PERMIT	305 North FIFTH	Residential Remodel	REPLACE WINDOWS
BUILDING PERMIT	308 CENTER	Residential Remodel	8X12 STORAGE SHED
BUILDING PERMIT	308 West BELLEVUE	Residential Remodel	3FT & 6FT WOOD FENCE
BUILDING PERMIT	312 North TWELFTH	Residential Remodel	INSTALL 13X24 CARPORT
BUILDING PERMIT	312 West MARY #A1	Residential Remodel	REPAIR WALL DUE TO VEHICLE COLLISION
BUILDING PERMIT	319 COLONY	Residential Remodel	10X10 SHED W/ 12X12 CONCRETE SLAB
BUILDING PERMIT	3617 CHEYENNE	Residential Remodel	ADD BRICK TO HOUSE WALLS
BUILDING PERMIT	401 East SPRUCE Street	Residential Remodel	GAS LINE REPAIR
BUILDING PERMIT	401 North SIXTH	Residential Remodel	REPLACE 6 WINDOWS
BUILDING PERMIT	406 North SEVENTH	Residential Remodel	16X33 PATIO SLAB
BUILDING PERMIT	4101 East HWY 50 #197	Residential Remodel	R/R 10SQ. COMP SHINGLES
BUILDING PERMIT	513 CHESTERFIELD	Residential Remodel	6FT WOOD FENCE
BUILDING PERMIT	513 EUGENE	Residential Remodel	REPLACE 12 WINDOWS & REWIRE HOUSE
BUILDING PERMIT	523 JENNA	Residential Remodel	SIDEWALK
BUILDING PERMIT	532 GARDEN	Residential Remodel	12X16 WOOD SHED
BUILDING PERMIT	545 TOWNS	Residential Remodel	R/R DRIVEWAY
BUILDING PERMIT	607 West FULTON	Residential Remodel	NEW SIDING
BUILDING PERMIT	614 North SECOND	Residential Remodel	30X48 ESCAPE WINDOW
BUILDING PERMIT	708 West CAMPBELL	Residential Remodel	R/R 16SQ COMP SHINGLES
BUILDING PERMIT	815 FITZ	Residential Remodel	SIDWALKS IN REAR YARD
BUILDING PERMIT	906 North SECOND	Residential Remodel	NEW SIDING ON HOUSE

BUILDING PERMIT	912 PERSHING	Residential Remodel	INSTALL 20X4 PORCH SLAB
BUILDING PERMIT	925 AMY	Residential Remodel	WINDOW, PATIO DOOR & ENTRY DOOR REPLACEMENT
CURB CUT	1010 EVANS	Residential Remodel	REPAIR DAMAGED SIDEWALK
CURB CUT	1011 North ELEVENTH	Residential Remodel	CURB CUT, APPROACH, DRIVEWAY & SIDEWALK
CURB CUT	1204 HATTIE	Residential Remodel	APPROACH & DRIVE WAY
CURB CUT	2125 BUFFALO HGHTS	Residential Remodel	R/R DRIVEWAY & APPROACH
CURB CUT	703 West PROSPECT	Residential Remodel	CURB CUT, APPROACH & DRIVEWAY
CURB CUT	815 FITZ	Residential Remodel	CONCRETE FILL BETWEEN SIDEWALK & CURB
ELECTRICAL	105 JENNY	Residential Remodel	REPLACE 400 AMP DISCONNECT
ELECTRICAL	1609 CONKLING	Residential Remodel	REPAIR ELECTRICAL SERVICE & REPLACE RECEPTICALS INSIDE
ELECTRICAL	2105 BELMONT	Residential Remodel	REWORK SERVICE & RELOCATE METER SOCKET
ELECTRICAL	2609 BELMONT	Residential Remodel	R/R BREAKER PANEL AND RUN LEG TO HOT TUBE
ELECTRICAL	2705 North TENTH	Residential Remodel	ELECTRICAL SERVICE TO MOBILE HOME
ELECTRICAL	311 South SEVENTH	Residential Remodel	C/O ELECTRICAL ENTRANCE-100 AMP
ELECTRICAL	904 North SEVENTH	Residential Remodel	INSTALL 4 RECEPTICLES & REWORK JUNCTION BOX IN BASEMENT
ELECTRICAL	904 North SEVENTH	Residential Remodel	UPGRADE SERVICE TO 200 AMP & C/O FED PACIFIC PANEL
GAS	1302 West FULTON	Residential Remodel	GAS PRESSURE TEST FOR RDMH
GAS	2108 North SIXTH	Residential Remodel	NEW GAS SYSTEM FOR WATER HEATER, FURNACE & STOVE
GAS	2304 A	Residential Remodel	GAS PRESSURE TEST
GAS	2705 North TENTH	Residential Remodel	GAS CONNECTION FOR MOBILE HOME
GAS	301 West PROSPECT	Residential Remodel	GAS LINE REPAIR
GAS	311 CAMPUS #102	Residential Remodel	REPAIR GAS LINE
GAS	612 West MAPLE	Residential Remodel	GAS INE PRESSURE TEST
MECHANICAL	106 North SIXTH	Residential Remodel	REPLACE A/C
MECHANICAL	1509 North EIGHTH	Residential Remodel	REPLACE 2 TON A/C & 50K BTU FURNACE
MECHANICAL	1510 MIKE'S	Residential Remodel	R/R 3 TON A/C & 75K FURNACE
MECHANICAL	2220 CENTER	Residential Remodel	C/O FURNACE & A/C
MECHANICAL	2407 FLEMING	Residential Remodel	C/O CONDENSER & COIL
MECHANICAL	2418 HERITAGE	Residential Remodel	C/O 100 TON FURNACE & 3.5 TON A/C
MECHANICAL	2909 CLIFF	Residential Remodel	C/O 75 TON FURNACE & 2.5 TON A/C
MECHANICAL	311 South SEVENTH	Residential Remodel	ADD 2TON A/C CENTRAL
MECHANICAL	615 North TWELFTH	Residential Remodel	R/R 3.5 TON HVAC SYSTEM, INCLUDING CONDENSER, COIL & FURNACE
MECHANICAL	805 East PRICE	Residential Remodel	C/O CONDENSER & EVAPORATOR COIL
MECHANICAL	805 East PRICE	Residential Remodel	C/O CONDENSER & EVAPORATOR COIL
MECHANICAL	805 North FIRST	Residential Remodel	INSTALL 2 TON A/C
MECHANICAL	908 North MAIN	Residential Remodel	REPLACE 5 TON A/C
PLUMBING	1407 East CHESTNUT	Residential Remodel	R/R 40 GALLON WATER HEATER
PLUMBING	1504 East LAUREL	Residential Remodel	INSTALL LAWN SPRINKLER SYSTEM
PLUMBING	1616 GLENELLEN	Residential Remodel	R/R 40 GALLON GAS WATER HEATER
PLUMBING	1805 BENTON	Residential Remodel	INSTALL LAWN SPRINKLERS

PLUMBING	1816 KELLO	Residential Remodel	INSTALL SPRINKLER SYSTEM
PLUMBING	1903 B	Residential Remodel	ADDITION TO EXISTING LAWN SPRINKLER SYSTEM
PLUMBING	2006 ARAPAHO	Residential Remodel	INSTALL LAWN SPRINKLER SYSTEMS
PLUMBING	2105 CAMPUS	Residential Remodel	REMOVE AND INSTALL NEW 30 GAL NATURAL GAS WATER HEATER
PLUMBING	214 PENNSYLVANIA	Residential Remodel	INSTALL LAWN SPRINKLER SYSTEM
PLUMBING	2312 ZIPPER	Residential Remodel	R/R 40 GALLON WATER HEATER
PLUMBING	2606 North MAIN	Residential Remodel	R/R 40 GALLON WATER HEATER
PLUMBING	2705 North TENTH	Residential Remodel	WATER & SEWER CONNECTION FOR MOBILE HOME
PLUMBING	2717 North SEVENTH	Residential Remodel	INSTALL LAWN SPRINKLER SYSTEM
PLUMBING	328 COLONY	Residential Remodel	INSTALL LAWN SPRINKLER SYSTEM
PLUMBING	508 CONKLING	Residential Remodel	R/R 30 GALLON WATER HEATER
PLUMBING	518 JENNA	Residential Remodel	INSTALL LAWN SPRINKLER
PLUMBING	706 North SEVENTH	Residential Remodel	NEW WATER LINE
PLUMBING	806 SUMMIT	Residential Remodel	INSTALL LAWN SPRINKLER SYSTEM
PLUMBING	905 North FIFTH	Residential Remodel	SEWER LINE REPAIR
PLUMBING	906 North FIRST	Residential Remodel	INSTALL SPRINKLER SYSTEM
SIGN PERMIT	1450 LAREU Road	Residential Remodel	1 CHANNEL LETTER & 6 PLASTIC LETTER SIGNS
BUILDING PERMIT	2705 North TENTH	SF Manufactured (HUD Standards)	INSTALL 16X80 2000 ATLA MOBILE HOME



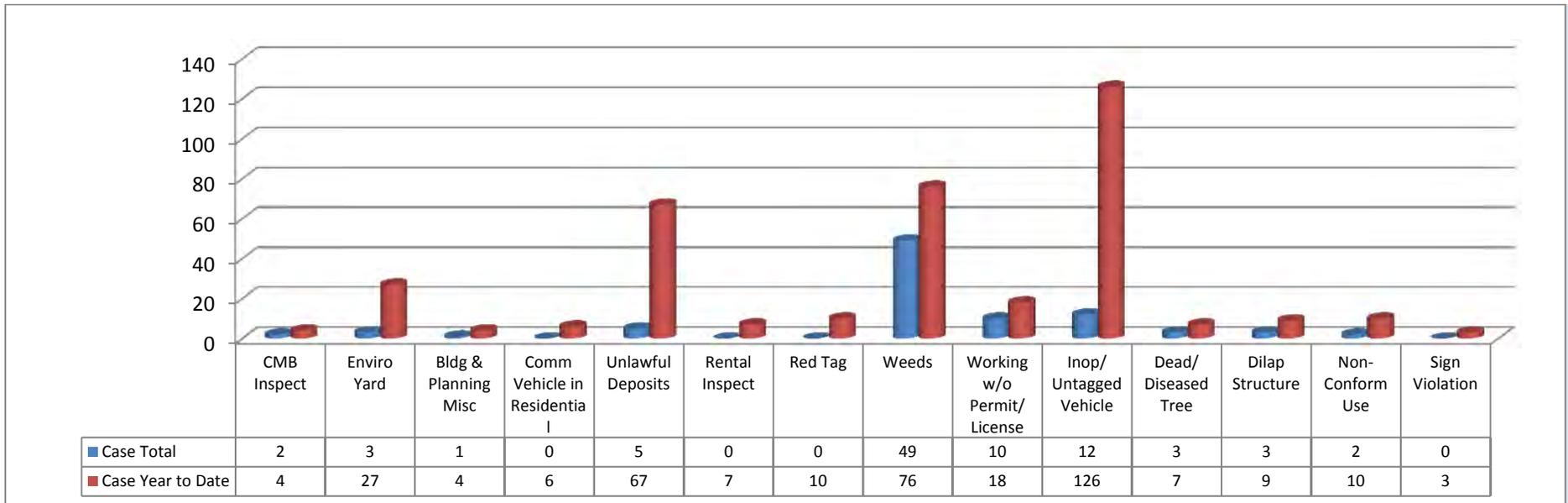
City of Holcomb



Permit Type	Address	Structure	Project Description
BUILDING PERMIT	600 North JONES	Misc	GREEN HOUSE
BUILDING PERMIT	101 JEREMY	Residential Remodel	10X16 SHED
BUILDING PERMIT	101 RYAN	Residential Remodel	R/R 23SQ 3-TAB SHINGLES
BUILDING PERMIT	104 BARBER	Residential Remodel	R/R SIDING
BUILDING PERMIT	107 & 109 SYDNEE	Residential Remodel	6FT & 3FT WOOD FENCE
BUILDING PERMIT	109 OLDWEILER	Residential Remodel	9X25 DRIVEWAY EXTENSION
BUILDING PERMIT	205 SHARAE	Residential Remodel	6FT WOOD FENCE
BUILDING PERMIT	205 South HENDERSON	Residential Remodel	6FT WOOD FENCE
BUILDING PERMIT	208 SYDNEE	Residential Remodel	6FT WOOD FENCE
BUILDING PERMIT	214 REDFORD	Residential Remodel	REPLACE SIDEWALK TO HOUSE
BUILDING PERMIT	306 ANNA	Residential Remodel	NEW SIDING
BUILDING PERMIT	506 West TAYLOR JONES	Residential Remodel	6FT WOOD FENCE
BUILDING PERMIT	602 ARKANSAS	Residential Remodel	6FT WOOD FENCE
BUILDING PERMIT	903 LAURA	Residential Remodel	6FT WOOD FENCE
MECHANICAL	232 REDFORD	Residential Remodel	REPLACE A/C
PLUMBING	208 SYDNEE	Residential Remodel	INSTALL LAWN SPRINKLER SYSTEM
PLUMBING	305 JO ELLA	Residential Remodel	INSTALL LAWN SPRINKLER SYSTEM



MAY 2014 CODE COMPLIANCE REPORT



Address	Category	Description	OpenDate	CloseDate	PW Clean Up	Resolution	Vehicle Resolution
212 West FULTON	CMB	CMB INSPECTION- EL PATRON MEXICAN RESTAURANT	5/8/2014				
406 East KANSAS	CMB	CMB INSPECTION- CAU THANH VIETNAMESE RESTAURANT	5/6/2014				
910 CENTER	Dead or Diseased Trees	DEAD/DISEASED TREES	5/20/2014				

504 North THIRD	Dead or Diseased Trees	DEAD/DISEADED TREES	5/22/2014				
1703 PINECREST	Dead or Diseased Trees	Tree roots are breaking fence foundation and tree	5/29/2014				
705 North TAYLOR	Dilapidated Structure	DILAPIDATED STRUCTURE-GARAGE	5/7/2014				
403 East SANTA FE	Dilapidated Structure	Dilapidated shed in rear yard	5/13/2014				
1904 CRESTWAY	Dilapidated Structure	DILAPIDATED STURCTURE-FIRE DAMAGED	5/29/2014				
1401 East KANSAS	Environmental Yard	ENVIRONMENTAL YARD-TRASH ON PROPERTY	5/12/2014	5/12/2014			
705 North TAYLOR	Environmental Yard	ENVIRONMENTAL YARD-FURNITURE & MISC. HOUSEHOLDITEMS IN REAR YARD	5/15/2014				
504 North THIRD	Environmental Yard	ENVIRONMENTAL YARD- TIRES & TRASH ON PROPERTY	5/22/2014				
601 North FIRST	Non-Conforming Use	NON-CONFORMING USE-CAMPER PARKED IN STREET WITH UTILITY CONNECTION RUNNING FROM HOUSE TO CAMPER	5/20/2014				
1806 A	Non-Conforming Use	PARKING ON UNIMPROVED SURFACE-CAMPER IN REAR YARD	5/27/2014				
2115 BUFFALO HGHTS	Unlawful Deposits	UNLAWFUL DEPOSITS-2 WALL PARTITIONS & TREE LIMBS NEXT TO DUMPSTER IN ALLEY ROW	5/5/2014	5/28/2014			
1511 East CHESTNUT	Unlawful Deposits	UNLAWFUL DEPOSIT-COUCH & SCRAP WOOD NEXT TO DUMPSTER IN ALLEY ROW	5/13/2014	5/27/2014			

214 WESLEY	Unlawful Deposits	UNLAWFUL DEPOSITS-TREES LIMBS IN ALLEY ROW	5/20/2014	5/20/2014			
2510 DEE	Unlawful Deposits	UNLAWFUL DEPOSIT-BOARDS NEXT TO DUMPSTER IN ALLEY ROW	5/22/2014				
1209 MULBERRY	Unlawful Deposits	UNLAWFUL DEPOSITS-	5/28/2014				
923 North NINTH	Vehicles	INOPERABLE/UNTAGGED VEHICLE-PURPLE GEO TRACKER	5/1/2014	5/19/2014			
711 INGE	Vehicles	INOPERABLE/UNTAGGED VEHICLE-PONTIAC FIREBIRD	5/1/2014	5/20/2014			
211 East SANTA FE	Vehicles	untagged vehicle	5/7/2014				
518 North NINTH	Vehicles	INOPERABLE/UNTAGGED VEHICLE-RED 4 DOOR CAR	5/9/2014				
513 North EIGHTH	Vehicles	INOPERABLE/UNTAGGED VEHICLE-GRAY VOLKSWAGON JETTA	5/9/2014	5/21/2014			
516 North NINTH	Vehicles	INOPERABLE/UNTAGGED VEHICLE-BLACK 2 DOOR FORD, GREEN TOW TRUCK	5/9/2014	6/5/2014			
617 SUSAN	Vehicles	INOPERABLE/UNTAGGED- WHITE FORD ESCORT	5/14/2014				
302 North TENTH	Vehicles	INOPERABLE VEHICLES-	5/14/2014				
2517 North MAIN	Vehicles	Vehicle	5/19/2014				
208 North THIRTEENTH	Vehicles	OVERGROWN WEEDS- EXCEEDING 12" IN HEIGHT	5/22/2014				
157 HONEY BEE	Vehicles	INOPERABLE/UNTAGGED VEHICLE	5/28/2014				
509 JENNY	Vehicles	Green Van with expired tags	5/30/2014				

903 INGE	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/1/2014	5/19/2014			
1808 KELLO	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/1/2014	5/22/2014			
704 IDA	Weeds	OVERGROWN WEEDS- WEEDS EXCEEDING 12" IN HEIGHT	5/1/2014	6/5/2014			
1908 WINDY VIEW	Weeds	Weeds	5/1/2014	5/27/2014			
2708 North EIGHTH	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/1/2014	5/19/2014			
912 CAMPUS	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/1/2014				
202 South FIRST	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/5/2014				
707 East SANTA FE	Weeds	OVERGROWN WEEDS-WEEDS EXCEEDING 12" IN HEIGHT	5/5/2014	6/2/2014			
510 ST JOHN	Weeds	weeds exceed 12 inches in height	5/7/2014	5/21/2014			
623 West OLIVE	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/8/2014				
2617 CARRIAGE	Weeds	WEEDS EXCEEDING 12" HEIGHT ON PROPERTY	5/9/2014	5/28/2014			
603 HOWERTON	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/14/2014				
709 East SANTA FE	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/14/2014				
710 West ELM	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/14/2014				
512 North TAYLOR	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/14/2014				

903 SAFFORD	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/14/2014				
402 South NINTH	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/14/2014	5/30/2014			
506 North THIRD	Weeds	Weeds over 12inches	5/15/2014	6/6/2014			
1101 North NINTH	Weeds	Weed exceed 12 inches	5/15/2014				
701 West FULTON	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/16/2014				
2104 North THIRD	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/16/2014				
2930 LORAINE	Weeds	Weeds	5/16/2014	5/29/2014			
2008 North MAIN	Weeds	Weeds	5/16/2014				
2523 North MAIN	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/19/2014	6/3/2014			
205 INGE	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/19/2014	6/3/2014			
1603 North EIGHTH	Weeds	WEEKS EXCEEDING 12" IN HEIGHT	5/20/2014	6/6/2014			
1606 HATTIE	Weeds	WEEKS EXCEEDING 12" IN HEIGHT	5/20/2014	6/4/2014			
1204 North TAYLOR	Weeds	WEEKS EXCEEDING 12" IN HEIGHT	5/20/2014	6/4/2014			
927 North NINTH	Weeds	WEEKS EXCEEDING 12" IN HEIGHT	5/20/2014	6/6/2014			
201 WESLEY	Weeds	WEEKS EXCEEDING 12" IN HEIGHT	5/20/2014				
2202 North THIRD	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/20/2014				

706 East LAUREL	Weeds	Weeds	5/20/2014				
2112 North THIRD	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/21/2014				
2104 North THIRD	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/21/2014	5/27/2014			
608 West CHESTNUT	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/22/2014				
302 North THIRD	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/22/2014				
301 North FOURTH	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/22/2014	6/5/2014			
912 North FOURTH	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/23/2014				
0 HARVEST	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/27/2014				
0 North JENNIE BARKER	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/27/2014				
0 North JENNIE BARKER	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/27/2014				
0 North JENNIE BARKER	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/27/2014				
704 INGE	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/28/2014				
1501 ST JOHN	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/28/2014				
509 North TAYLOR	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/28/2014				
503 North TAYLOR	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/28/2014				

212 South FOURTH	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/28/2014				
905 North NINTH	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/29/2014				
2605 North MAIN	Weeds	WEEDS EXCEEDING 12" IN HEIGHT	5/16/2014				
904 North SEVENTH	Work w/o Permit	WORKING W/O A PERMIT	5/5/2014				
710 East FULTON	Work w/o Permit	WORKING W/O A PERMIT-FENCE	5/7/2014				
2310 YOSEMITE	Work w/o Permit	WORKING W/O PERMIT-FENCE & POURED CONCRETE	5/15/2014	5/15/2014			
211 North TWELFTH	Work w/o Permit	WORKING W/O PERMIT-CONCRETE HAS BEEN POURED AND OWNER PLANS ON BUILDING A FENCE & SHED	5/15/2014				
912 PERSHING	Work w/o Permit	WORKING W/O A PERMIT	5/16/2014				
403 West EDWARDS	Work w/o Permit	WORKING W/O A PERMIT-RESIDING HOUSE	5/19/2014	5/20/2014			
1907 WALKER	Work w/o Permit	WORKING W/ EXPIRED PERMIT-GARAGE	5/20/2014				
1603 ST JOHN	Work w/o Permit	ILLEGAL ELECTRICAL SERVICE TO GARAGE	5/21/2014				
801 SAFFORD	Work w/o Permit	WORKING W/O PERMIT-ROOFING	5/27/2014				
518 North TAYLOR	Work w/o Permit	WORKING W/O A PERMIT	5/27/2014				
212 West FULTON	CMB	CMB INSPECTION- EL PATRON MEXICAN RESTAURANT	5/8/2014				

406 East KANSAS	CMB	CMB INSPECTION- CAU THANH VIETNAMESE RESTAURANT	5/6/2014				
910 CENTER	Dead or Diseased Trees	DEAD/DISEASED TREES	5/20/2014				
504 North THIRD	Dead or Diseased Trees	DEAD/DISEASED TREES	5/22/2014				
1703 PINECREST	Dead or Diseased Trees	Tree roots are breaking fence foundation and tree	5/29/2014				
705 North TAYLOR	Dilapidated Structure	DILAPIDATED STRUCTURE- GARAGE	5/7/2014				
403 East SANTA FE	Dilapidated Structure	Dilapidated shed in rear yard	5/13/2014				
1904 CRESTWAY	Dilapidated Structure	DILAPIDATED STRUCTURE- FIRE DAMAGED	5/29/2014				
1401 East KANSAS	Environmental Yard	ENVIRONMENTAL YARD- TRASH ON PROPERTY	5/12/2014	5/12/2014			
705 North TAYLOR	Environmental Yard	ENVIRONMENTAL YARD- FURNITURE & MISC. HOUSEHOLD ITEMS IN REAR YARD	5/15/2014				
504 North THIRD	Environmental Yard	ENVIRONMENTAL YARD- TIRES & TRASH ON PROPERTY	5/22/2014				
601 North FIRST	Non-Conforming Use	NON-CONFORMING USE- CAMPER PARKED IN STREET WITH UTILITY CONNECTION RUNNING FROM HOUSE TO CAMPER	5/20/2014				
1806 A	Non-Conforming Use	PARKING ON UNIMPROVED SURFACE- CAMPER IN REAR YARD	5/27/2014				
2115 BUFFALO HGHTS	Unlawful Deposits	UNLAWFUL DEPOSITS-2 WALL PARTITIONS & TREE LIMBS	5/5/2014	5/28/2014			

		NEXT TO DUMPSTER IN ALLEY ROW				
1511 East CHESTNUT	Unlawful Deposits	UNLAWFUL DEPOSIT-COUCH & SCRAP WOOD NEXT TO DUMPSTER IN ALLEY ROW	5/13/2014	5/27/2014		
214 WESLEY	Unlawful Deposits	UNLAWFUL DEPOSITS-TREES LIMBS IN ALLEY ROW	5/20/2014	5/20/2014		
2510 DEE	Unlawful Deposits	UNLAWFUL DEPOSIT-BOARDS NEXT TO DUMPSTER IN ALLEY ROW	5/22/2014			
1209 MULBERRY	Unlawful Deposits	UNLAWFUL DEPOSITS-	5/28/2014			
923 North NINTH	Vehicles	INOPERABLE/UNTAGGED VEHICLE-PURPLE GEO TRACKER	5/1/2014	5/19/2014		
711 INGE	Vehicles	INOPERABLE/UNTAGGED VEHICLE-PONTIAC FIREBIRD	5/1/2014	5/20/2014		
211 East SANTA FE	Vehicles	untagged vehicle	5/7/2014			
518 North NINTH	Vehicles	INOPERABLE/UNTAGGED VEHICLE-RED 4 DOOR CAR	5/9/2014			
513 North EIGHTH	Vehicles	INOPERABLE/UNTAGGED VEHICLE-GRAY VOLKSWAGON JETTA	5/9/2014	5/21/2014		
516 North NINTH	Vehicles	INOPERABLE/UNTAGGED VEHICLE-BLACK 2 DOOR FORD, GREEN TOW TRUCK	5/9/2014	6/5/2014		
617 SUSAN	Vehicles	INOPERABLE/UNTAGGED-WHITE FORD ESCORT	5/14/2014			
302 North TENTH	Vehicles	INOPERABLE VEHICLES-	5/14/2014			
2517 North MAIN	Vehicles	Vehicle	5/19/2014			

208 North THIRTEENTH	Vehicles	OVERGROWN WEEDS- EXCEEDING 12" IN HEIGHT	5/22/2014				
157 HONEY BEE	Vehicles	INOPERABLE/UNTAGGED VEHICLE	5/28/2014				
509 JENNY	Vehicles	Green Van with expired tags	5/30/2014				
903 INGE	Weeds	OVERGROWN WEEDS- WEEDS EXCEEDING 12" IN HEIGHT	5/1/2014	5/19/2014			
1808 KELLO	Weeds	OVERGROWN WEEDS- WEEDS EXCEEDING 12" IN HEIGHT	5/1/2014	5/22/2014			
704 IDA	Weeds	OVERGROWN WEEDS- WEEDS EXCEEDING 12" IN HEIGHT	5/1/2014	6/5/2014			
1908 WINDY VIEW	Weeds	Weeds	5/1/2014	5/27/2014			
2708 North EIGHTH	Weeds	OVERGROWN WEEDS-WEEDS EXCEEDING 12" IN HEIGHT	5/1/2014	5/19/2014			
912 CAMPUS	Weeds	OVERGROWN WEEDS-WEEDS EXCEEDING 12" IN HEIGHT	5/1/2014				
202 South FIRST	Weeds	OVERGROWN WEEDS-WEEDS EXCEEDING 12" IN HEIGHT	5/5/2014				
707 East SANTA FE	Weeds	OVERGROWN WEEDS-WEEDS EXCEEDING 12" IN HEIGHT	5/5/2014	6/2/2014			
510 ST JOHN	Weeds	weeds exceed 12 inches in height	5/7/2014	5/21/2014			
623 West OLIVE	Weeds	OVERGROWN WEEDS-WEEDS EXCEEDING 12" IN HEIGHT	5/8/2014				
2617 CARRIAGE	Weeds	OVERGROWN WEEDS- WEEDS EXCEEDING 12" HEIGHT ON PROPERTY	5/9/2014	5/28/2014			
603 HOWERTON	Weeds	OVERGROWN WEEDS-WEEDS EXCEEDING 12" IN HEIGHT	5/14/2014				

709 East SANTA FE	Weeds	OVERGROWN WEEDS-WEEDS EXCEEDING 12" IN HEIGHT	5/14/2014				
710 West ELM	Weeds	OVERGROWN WEEDS-WEEDS EXCEEDING 12" IN HEIGHT	5/14/2014				
512 North TAYLOR	Weeds	OVERGROWN WEEDS-WEEDS EXCEEDING 12" IN HEIGHT	5/14/2014				
903 SAFFORD	Weeds	OVERGROWN WEEDS-WEEDS EXCEEDING 12" IN HEIGHT	5/14/2014				
402 South NINTH	Weeds	OVERGROWN WEEDS- WEEDS EXCEEDING 12" IN HEIGHT	5/14/2014	5/30/2014			
506 North THIRD	Weeds	Weeds over 12inches	5/15/2014	6/6/2014			
1101 North NINTH	Weeds	Weed exceed 12 inches	5/15/2014				
701 West FULTON	Weeds	OVERGROWN WEEDS- WEEDS EXCEEDING 12" IN HEIGHT	5/16/2014				
2104 North THIRD	Weeds	OVERGROWN WEEDS- WEEDS EXCEEDING 12" IN HEIGHT	5/16/2014				
2930 LORAINE	Weeds	Weeds	5/16/2014	5/29/2014			
2008 North MAIN	Weeds	Weeds	5/16/2014				
2523 North MAIN	Weeds	OVERGROWN WEEDS-WEEDS EXCEEDING 12" IN HEIGHT	5/19/2014	6/3/2014			
205 INGE	Weeds	OVERGROWN WEEDS-WEEDS EXCEEDING 12" IN HEIGHT	5/19/2014	6/3/2014			
1603 North EIGHTH	Weeds	OVERGROWN WEEDS- WEEKS EXCEEDING 12" IN HEIGHT	5/20/2014	6/6/2014			
1606 HATTIE	Weeds	OVERGROWN WEEDS- WEEKS EXCEEDING 12" IN HEIGHT	5/20/2014	6/4/2014			
1204 North TAYLOR	Weeds	OVERGROWN WEEDS- WEEKS EXCEEDING 12" IN HEIGHT	5/20/2014	6/4/2014			

927 North NINTH	Weeds	OVERGROWN WEEDS- WEEKS EXCEEDING 12" IN HEIGHT	5/20/2014	6/6/2014			
201 WESLEY	Weeds	OVERGROWN WEEDS- WEEKS EXCEEDING 12" IN HEIGHT	5/20/2014				
2202 North THIRD	Weeds	OVERGROWN WEEDS-WEEDS EXCEEDING 12" IN HEIGHT	5/20/2014				
706 East LAUREL	Weeds	Weeds	5/20/2014				
2112 North THIRD	Weeds	OVERGROWN WEEDS-WEEDS EXCEEDING 12" IN HEIGHT	5/21/2014				
2104 North THIRD	Weeds	OVERGROWN WEEDS-WEEDS EXCEEDING 12" IN HEIGHT	5/21/2014	5/27/2014			
608 West CHESTNUT	Weeds	OVERGROWN WEEDS- EXCEEDING 12" IN HEIGHT	5/22/2014				
302 North THIRD	Weeds	OVERGROWN WEEDS- EXCEEDING 12" IN HEIGHT	5/22/2014				



City of Garden City
Monthly Financial Report FY 2014
For the Five Months Ended May 31, 2014
 Unaudited--Intended for Management Purposes Only

The following is a summary of the City's financial results for the General Funds and Utility Funds. The subsequent pages provide some narrative, comparison cash balances, line item analysis, and graphic display of revenue trends for the City's General and Utility Funds. This report is intended to assist the City Commission and the City's Administrative team in managing the operational budget. This information is summarized from unaudited financial statements for the monthly period that ended May 31, 2014.

GENERAL FUND AT A GLANCE

Category	Revised 2014 Budget	2014 YTD Actual	2013 YTD Actual
Revenues	19,881,462	8,394,517	8,262,707
Expenditures	20,769,757	8,784,975	8,510,663
Revenues Over(Under)	(888,295)	(390,457)	(247,955)

UTILITY FUND REVENUES AT A GLANCE

Category	Revised 2014 Budget	2014 YTD Actual	2013 YTD Actual
Electric	28,445,750	12,086,112	10,727,306
Solid Waste	2,859,500	1,268,363	1,251,843
Drainage Utility	205,800	86,076	86,383
Water and Sewage	7,695,500	2,596,497	2,337,877
TOTAL	39,206,550	16,037,047	14,403,408

SELECTED REVENUES AT A GLANCE

Category	Revised 2014 Budget	2014 YTD Actual	2013 YTD Actual
City Sales Tax	5,600,000	2,521,836	2,385,075
County Sales Tax	3,350,000	1,491,380	1,421,227
Franchise Tax			
Gas Utility	420,000	321,637	284,337
Telephone	75,000	28,507	31,730
CATV	225,000	115,134	114,451
Building Permits	237,250	97,118	82,326
Municipal Court Fines	1,025,000	395,825	445,213



**City of Garden City
Monthly Financial Report FY 2014
For the Five Months Ended
May 31, 2014**

General Fund

General Fund Revenues collected through May were \$8,394,517. The May revenues represent 42.22% of the total revenues expected in the General Fund. Property tax distribution was 59.33% for the second of five payments in 2014.

General Fund Expenses are at 42.30% of the total expenditures expected in the General Fund.

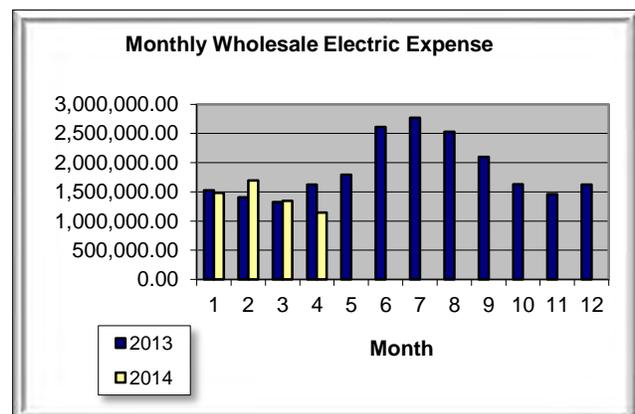
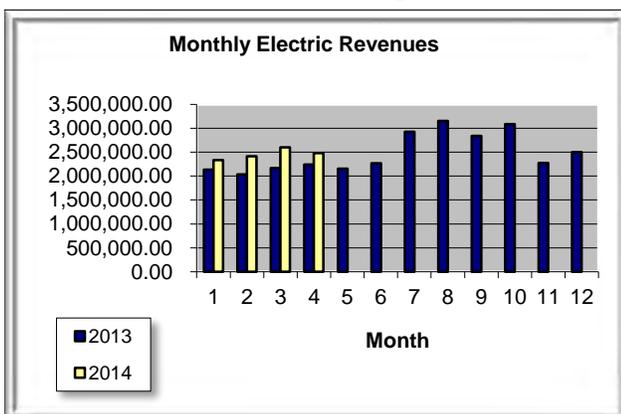
Selected Revenues

- City Sales Tax—Ahead by \$136,761 compared to May 2013 year to date collections, 5.73% ahead of 2013 for the five months ended.
- County Sales Tax— Collections for the five months ended are ahead of 2013 by \$70,153 or 4.94%.
- Franchise Tax—Budget estimates for 2014 remain approximately the same as 2013. Franchise fees are slightly higher than 2013 with the exception of telephone.
- Building Permits—Budget estimates for 2014 are based on 2013 revenues. Receipts are higher than this period in 2013.
- Municipal Court Fines—Budget estimates are slightly higher than 2013 budget and collections through May were behind 2013.

Utility Funds

A summary of Utility Fund revenue performance is outlined below:

- Electric revenues – revised budget at \$28,445,750 for 2014 were \$12,086,112 through five months or 42.49% of budget.

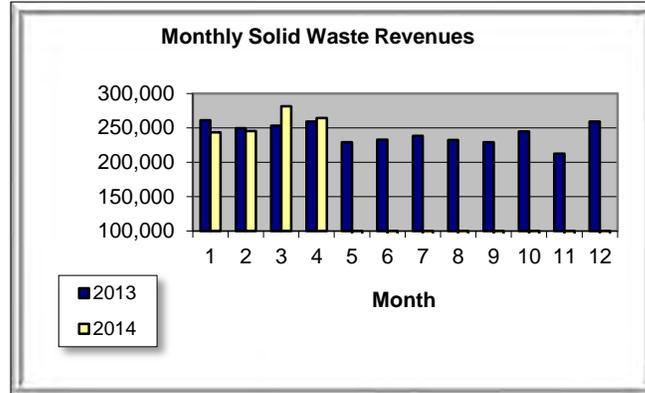


A main expense is Wholesale Electric in the Utility Fund. The 2014 revised budget for wholesale electric is \$19,212,000. The wholesale electric expense for May was not available at this printing.

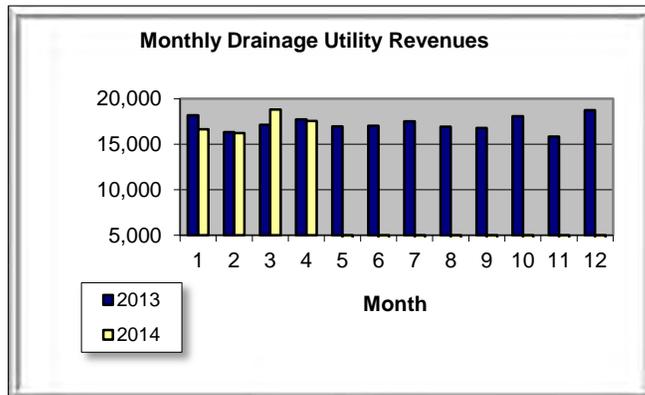


**City of Garden City
 Monthly Financial Report FY 2014
 For the Five Months Ended
 May 31, 2014**

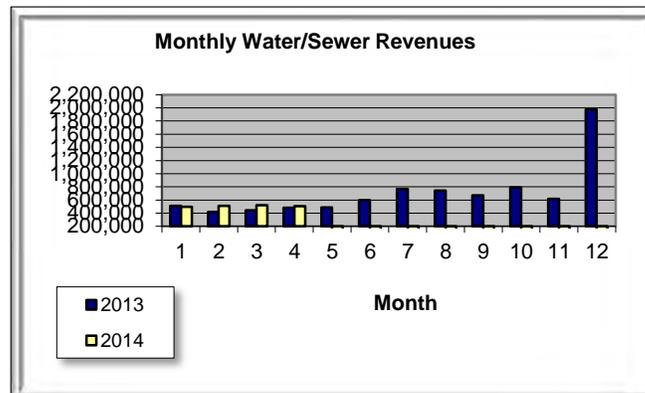
■ Solid Waste revenues – revised budget at \$2,859,500 for 2014 were \$1,268,363 through five months or 44.36% of budget.



■ Drainage Utility revenues – revised budget at \$205,800 for 2014 were \$86,076 through five months or 41.82%.



■ Water and Sewage revenues - revised budget at \$7,695,500 for 2014 were \$2,596,497 through five months or 33.74% of budget.





CITY OF GARDEN CITY, KANSAS
 Comparison of Cash Balances with Encumbrances and Composition of Cash
 For the Five Months Ended May 31, 2014

Fund	Unencumbered Cash Balance 1/1/2014	Receipts and Transfers	Expenditures and Transfers	Unencumbered Cash Balance 5/31/2014	Add Payables and Encumbrances	Treasurer's Cash 5/31/2014
1 General	4730963.09	8394517.32	8737782.62	4387697.79	47192.00	4434889.79
<u>Debt Service Fund</u>						
40 Bond and Interest	394287.06	1256345.53	187700.25	1462932.34	0.00	1462932.34
<u>Special Revenue Funds</u>						
4 TIF	0.00	459677.03	28664.80	431012.23	0.00	431012.23
5 Capital Improvement	690371.20	244108.21	373508.18	560971.23	0.00	560971.23
6 Community Development Loan	14667.06	4483.84	3307.10	15843.80	0.00	15843.80
7 Cemetery Endowment	27023.48	1990.40	1869.25	27144.63	0.00	27144.63
8 Community Trust	1277499.49	247584.16	200580.30	1324503.35	0.00	1324503.35
10 DEA Forfeiture	41720.15	4670.01	18324.50	28065.66	0.00	28065.66
11 Drug Enforcement	18513.87	44669.73	-1496.24	64679.84	0.00	64679.84
15 Enhanced Wireless 911	293153.99	82212.96	24098.13	351268.82	0.00	351268.82
18 Finnup Trust	54752.18	109200.00	32415.58	131536.60	0.00	131536.60
25 Recreation	0.00	532387.08	532387.08	0.00	0.00	0.00
26 Special Improvements	86770.07	-32.00	692.30	86045.77	0.00	86045.77
27 Special Liability	155936.04	0.00	2933.04	153003.00	0.00	153003.00
29 Special Alcohol Programs	41205.59	20522.95	21250.00	40478.54	0.00	40478.54
30 Special Recreation and Parks	97756.84	33931.61	34953.06	96735.39	0.00	96735.39
31 FOLRZ Projects	0.00	0.00	0.00	0.00	0.00	0.00
32 Special Trafficway	971543.57	353084.69	142482.62	1182145.64	21779.00	1203924.64
50 Community Development Grant	0.00	13279.25	9701.97	3577.28	0.00	3577.28
52 Economic Development	371988.85	2931.76	488.61	374432.00	0.00	374432.00
53 Project Development	191617.19	59214.11	41120.47	209710.83	0.00	209710.83
54 RHID Security Fund	0.00	0.00	0.00	0.00	0.00	0.00
Total Special Revenue	4334519.57	2213915.79	1467280.75	5081154.61	21779.00	5102933.61
<u>Capital Projects Funds</u>						
41 2013-GO Bond Projects	976721.17	0.00	826907.04	149814.13	0.00	149814.13
42 2011-GO Bond Projects	0.00	0.00	-23669.00	23669.00	0.00	23669.00
45 2012-GO Bond Projects	772811.11	0.00	8155.27	764655.84	0.00	764655.84
46 2012- Temporary Notes Durango Proj	2300843.93	10764276.84	11966723.19	1098397.58	0.00	1098397.58
48 2013-Temp Notes Series D	29170.74	56200.00	69107.34	16263.40	0.00	16263.40
49 2013-Temp Notes Schulman Crossing	5618097.65	0.00	2515980.74	3102116.91	0.00	3102116.91
Total Capital Projects	9697644.60	10820476.84	15363204.58	5154916.86	0.00	5154916.86
<u>Enterprise Funds</u>						
Electric Utility:						
68 General	3508279.17	12086111.59	8467390.37	7127000.39	0.00	7127000.39
69 Security Deposits	450703.24	106490.00	22016.32	535176.92	0.00	535176.92
Total Electric Utility	3958982.41	12192601.59	8489406.69	7662177.31	0.00	7662177.31
Water and Sewer Utility:						
80 General	2616964.74	2596497.10	2093406.88	3120054.96	0.00	3120054.96
81 Wastewater Repair and Replacem	285056.03	55408.84	0.00	340464.87	0.00	340464.87
82 Water and Sewage Maintenance F	579758.01	67949.26	0.00	647707.27	0.00	647707.27
Total Water and Sewer Utility	3481778.78	2719855.20	2093406.88	4108227.10	0.00	4108227.10
Airport:						
60 General	310665.07	537584.47	321309.51	526940.03	0.00	526940.03
61 Airport Improvement	58774.14	152785.81	141158.62	70401.33	0.00	70401.33
Total Airport	369439.21	690370.28	462468.13	597341.36	0.00	597341.36
Solid Waste Utility:						
75 General	1371930.93	1268362.51	943305.92	1696987.52	135165.00	1832152.52
Recreation Area:						
70 General Golf Course	70927.93	365313.50	334478.37	101763.06	0.00	101763.06
71 Golf Course Building	15150.15	630.00	-2099.70	17879.85	0.00	17879.85
Total Recreation Area	86078.08	365943.50	332378.67	119642.91	0.00	119642.91
Drainage Utility:						
79 General	390794.39	86075.57	60257.94	416612.02	0.00	416612.02
<u>Internal Service Funds</u>						
55 Health Insurance	350019.55	1436892.89	1633127.92	153784.52	193687.02	347471.54
56 Health Insurance Reserve	0.00	0.00	0.00	0.00	0.00	0.00
35 Workers Compensation	70497.31	432115.00	300126.02	202486.29	0.00	202486.29
36 Workers Compensation Reserve	502503.37	18.90	3677.90	498844.37	0.00	498844.37
Total Internal Service	923020.23	1869026.79	1936931.84	855115.18	193687.02	1048802.20
Total All Funds	29739438.35	41877490.92	40074124.27	31542805.00	397823.02	31940628.02



City of Garden City
Statement of Revenues and Expenditures-General Fund Revenues
From 5/1/2014 Through 5/31/2014

001 - GENERAL FUND

		Curr Month Collections	YTD Collections	Revised Budget	Uncollected Balance
Income					
3022	CONNECTING LINKS	0.00	37,259.65	75,000.00	(37,740.35)
3023	CONSUMER USE TAX	63,530.44	355,474.51	770,000.00	(414,525.49)
3028	LIQUOR CONSUMPTION TAX	0.00	20,522.95	80,000.00	(59,477.05)
3035	STATE REVENUE STAMP	(25.00)	(75.00)	0.00	(75.00)
3040	AD VALOREM TAX	0.00	2,103,338.87	3,429,783.00	(1,326,444.13)
3041	AD VALOREM BACK TAX	0.00	44,123.13	190,000.00	(145,876.87)
3044	CITY SALES TAX	528,215.63	2,521,836.38	5,600,000.00	(3,078,163.62)
3046	COUNTY SALES TAX	309,510.38	1,491,380.30	3,350,000.00	(1,858,619.70)
3055	MOTOR VEHICLE TAX	0.00	140,902.47	454,664.00	(313,761.53)
3056	RECREATIONAL VEHICLE TAX	0.00	819.09	3,615.00	(2,795.91)
3057	HEAVY DUTY VEHICLE TAX	0.00	2,798.58	2,905.00	(106.42)
3065	CATV FRANCHISE	58,509.57	115,134.24	225,000.00	(109,865.76)
3066	GAS UTILITY FRANCHISE	0.00	321,636.78	420,000.00	(98,363.22)
3067	TELEPHONE FRANCHISE	5,400.50	28,507.17	75,000.00	(46,492.83)
3115	CEMETERY SPACES	3,200.00	14,620.00	60,000.00	(45,380.00)
3301.01	ANIMAL BOARDING	1,456.79	6,038.12	15,000.00	(8,961.88)
3301.02	CAR STORAGE & TOWING	1,167.50	6,964.00	15,000.00	(8,036.00)
3301.05	FEES-FALSE ALARM	0.00	2,200.00	5,000.00	(2,800.00)
3301.07	FEES-GATE RECEIPTS	3,970.00	9,406.00	24,000.00	(14,594.00)
3301.08	FEES-GRAVE OPENINGS	7,125.00	26,185.00	55,000.00	(28,815.00)
3301.09	FEES-MONUMENT SETTING	200.00	800.00	3,000.00	(2,200.00)
3301.10	FEES-PLAT FILING	123.00	565.00	2,500.00	(1,935.00)
3301.11	FEES-REZONING	250.00	1,610.00	2,500.00	(890.00)
3301.12	FEES-RURAL FIRE CONTRACTS	0.00	(3,600.00)	200,000.00	(203,600.00)
3301.13	FEES-WAIVER FILING	765.00	3,000.00	2,000.00	1,000.00
3301.16	FINES-MUNICIPAL COURT	77,999.79	395,825.38	1,025,000.00	(629,174.62)
3301.17	FEES-STATE JUDGE	116.30	527.94	2,500.00	(1,972.06)
3301.18	FEES-STATE LAW ENFORCEMENT	4,482.11	20,032.08	107,500.00	(87,467.92)
3301.19	FEES-REINSTATEMENT	162.00	5,022.00	20,000.00	(14,978.00)
3301.20	FEES-RESTITUTION	(4,984.48)	(788.24)	0.00	(788.24)
3301.21	LEGAL COPIES	310.50	1,270.50	3,000.00	(1,729.50)
3301.22	PROBATION SCREENING	10.00	30.00	1,000.00	(970.00)
3301.23	FEES-CRIME STOPPER INFRACTION	1,574.00	6,197.00	750.00	5,447.00
3301.24	FEES-CRIME STOPPER MAJOR	(535.00)	1,278.00	2,000.00	(722.00)
3350.01	LICENSE-AMUSEMENT	0.00	100.00	2,500.00	(2,400.00)
3350.02	LICENSE-ARBORIST	0.00	0.00	600.00	(600.00)
3350.03	LICENSE-CEREAL MALT BEVERAGE	300.00	750.00	2,000.00	(1,250.00)
3350.04	LICENSE-CONTRACTOR	700.00	9,405.00	30,600.00	(21,195.00)
3350.06	LICENSE-ELECTRICIAN	40.00	2,350.00	6,500.00	(4,150.00)
3350.08	LICENSE-ITINERANT MERCHANT	0.00	4,500.00	18,000.00	(13,500.00)
3350.09	LICENSE-LIQUOR	0.00	2,600.00	10,000.00	(7,400.00)
3350.10	LICENSE-MECHANICAL	200.00	710.00	3,000.00	(2,290.00)
3350.12	LICENSE-PAWN SHOP	0.00	50.00	250.00	(200.00)
3350.13	LICENSE-PLUMBER	0.00	910.00	4,500.00	(3,590.00)
3350.15	LICENSE-TAXI	0.00	0.00	195.00	(195.00)
3350.16	TAGS-DOG & CAT	191.12	1,332.84	2,000.00	(667.16)
3400.01	PERMITS-BUILDING	13,624.50	78,187.10	183,000.00	(104,812.90)
3400.02	PERMITS-CURB CUT	150.00	480.00	250.00	230.00



City of Garden City
 Statement of Revenues and Expenditures-General Fund Revenues
 From 5/1/2014 Through 5/31/2014

3400.03	PERMITS-ELECTRIC	401.00	3,904.00	8,500.00	(4,596.00)
3400.04	PERMITS-EXCAVATION	400.00	1,280.00	2,500.00	(1,220.00)
3400.05	PERMITS-GAS	268.00	1,093.00	7,000.00	(5,907.00)
3400.06	PERMITS-HOUSE MOVING	0.00	200.00	0.00	200.00
3400.08	PERMITS-MECHANICAL	932.50	2,692.50	11,000.00	(8,307.50)
3400.09	PERMITS-PLUMBING	815.00	5,316.00	15,000.00	(9,684.00)
3400.11	PERMITS-TV & SIGN	685.00	3,965.00	10,000.00	(6,035.00)
3435	INTEREST INCOME	2,407.95	12,550.27	40,000.00	(27,449.73)
3437	FINANCE CHARGE INCOME	6,089.36	23,809.62	13,000.00	10,809.62
3440.02	RENTAL-CITY FACILITIES	3,199.36	15,969.17	50,000.00	(34,030.83)
3440.03	RENTAL-DEPOT	100.00	500.00	1,200.00	(700.00)
3447	ROYALTIES-GAS WELLS	3,273.90	13,513.92	32,500.00	(18,986.08)
3450	SALE OF PROPERTY-AUCTION	0.00	0.00	20,000.00	(20,000.00)
3470.01	REIMBURSE-ADMINISTRATIVE COSTS	0.00	0.00	2,000.00	(2,000.00)
3470.02	REIMBURSE-ENGINEERING	0.00	0.00	3,000.00	(3,000.00)
3470.03	REIMBURSE-FINNUP TRUST	0.00	0.00	100.00	(100.00)
3470.04	REIMBURSE-POLICE SERVICES	600.00	2,208.75	215,000.00	(212,791.25)
3470.07	UTILITY FUNDS REIMBURSEMENT	99,711.01	377,818.73	2,686,500.00	(2,308,681.27)
3470.08	REIMBURSE-COUNTY	5,516.30	103,650.20	185,000.00	(81,349.80)
3470.09	REIMBURSE-HOLCOMB	0.00	42,000.00	40,000.00	2,000.00
3515	FUEL TAX REFUND	0.00	0.00	1,500.00	(1,500.00)
3600.01	MISCELLANEOUS-ADMINISTRATION	14.32	14.32	0.00	14.32
3600.02	MISCELLANEOUS-CEMETERY	130.00	1,780.00	0.00	1,780.00
3600.04	MISCELLANEOUS-INSPECTION	(21,890.48)	0.00	2,500.00	(2,500.00)
3600.05	MISCELLANEOUS-PARK & ZOO	0.00	0.00	50.00	(50.00)
3600.07	MISCELLANEOUS-POLICE	0.00	35.00	0.00	35.00
3600.08	MISCELLANEOUS-STREET	0.00	0.00	50,000.00	(50,000.00)
Total Income		<u>1,180,392.87</u>	<u>8,394,517.32</u>	<u>19,881,462.00</u>	<u>(11,486,944.68)</u>



City of Garden City
Statement of Revenues and Expenditures-General Fund Expenses
From 5/1/2014 Through 5/31/2014

001 - GENERAL FUND

		Curr Month			
		Expenses	YTD Expenses	Revised Budget	Budget Remaining
Expenses					
111	CITY COMMISSION	6,277.13	37,159.98	78,960.00	41,800.02
112	CITY MANAGER	30,569.69	218,378.02	496,170.00	277,791.98
113	SERVICE AND FINANCE	45,698.79	312,832.39	759,755.00	446,922.61
114	LEGAL SERVICES	11,749.98	40,161.77	108,500.00	68,338.23
115	MUNICIPAL COURT	52,374.05	205,979.78	771,630.00	565,650.22
116	HUMAN RESOURCES	10,900.02	76,347.51	178,442.00	102,094.49
117	INFORMATION TECH	72,057.77	229,942.72	432,420.00	202,477.28
118	CITY PROSECUTION	<u>17,940.60</u>	<u>110,392.26</u>	<u>277,920.00</u>	<u>167,527.74</u>
	Total Administration	247,568.03	1,231,194.43	3,103,797.00	1,872,602.57
121	POLICE-ADMINISTRATIVE	96,467.08	608,967.82	1,595,565.00	986,597.18
122	POLICE-INVESTIGATIONS	62,050.17	354,885.04	829,800.00	474,914.96
123	POLICE-PATROL	221,135.09	1,352,090.51	3,448,960.00	2,096,869.49
124	POLICE-SUPPORT SERVICES	80,678.97	500,366.77	1,265,250.00	764,883.23
125	POLICE-ANIMAL CONTROL	<u>24,269.91</u>	<u>87,464.53</u>	<u>212,420.00</u>	<u>124,955.47</u>
	Total Police	484,601.22	2,903,774.67	7,351,995.00	4,448,220.33
131	PUBLIC WORKS-PLANNING,COMM	18,270.66	128,866.02	345,670.00	216,803.98
132	PUBLIC WORKS-ENGINEERING	16,539.41	84,249.97	252,690.00	168,440.03
133	PUBLIC WORKS-STREET MAINT	62,425.04	788,540.58	1,439,530.00	650,989.42
134	PUBLIC WORKS-INSPECTIONS	32,493.84	132,122.54	402,850.00	270,727.46
135	PUBLIC WORKS-PARKS	<u>65,453.61</u>	<u>346,195.92</u>	<u>898,310.00</u>	<u>552,114.08</u>
	Total Public Works	195,182.56	1,479,975.03	3,339,050.00	1,859,074.97
141	ZOO-ADMINISTRATIVE	29,197.55	195,764.52	439,150.00	243,385.48
142	ZOO-MAINTENANCE DIVISION	24,752.62	129,478.85	345,400.00	215,921.15
144	ZOO-ANIMAL DIVISION	<u>77,520.48</u>	<u>466,070.77</u>	<u>1,208,660.00</u>	<u>742,589.23</u>
	Total Zoo	131,470.65	791,314.14	1,993,210.00	1,201,895.86
151	FIRE-ADMINISTRATIVE	17,587.68	114,982.82	266,710.00	151,727.18
152	FIRE-OPERATIONS	164,346.58	1,094,826.61	2,610,070.00	1,515,243.39
153	FIRE-VOLUNTEERS	<u>0.00</u>	<u>2,081.43</u>	<u>22,000.00</u>	<u>19,918.57</u>
	Total Fire	181,934.26	1,211,890.86	2,898,780.00	1,686,889.14
161	CEMETERY-OPERATIONS	34,587.53	216,674.75	520,690.00	304,015.25
171	CAPITAL IMPROVEMENT	84,009.11	782,765.74	1,394,850.00	612,084.26
181	EMPLOYEE BENEFITS	<u>0.00</u>	<u>167,385.00</u>	<u>167,385.00</u>	<u>0.00</u>
	Total Expenses	<u>1,359,353.36</u>	<u>8,784,974.62</u>	<u>20,769,757.00</u>	<u>11,984,782.38</u>



City of Garden City
Statement of Revenues and Expenditures-Utility Fund Revenues
From 5/1/2014 Through 5/31/2014

		Curr Month Collections	YTD Collections	Revised Budget	Uncollected Balance
Income					
068	ELECTRIC				
3101	COLLECTIONS-ELECTRIC	2,161,462.69	11,641,209.25	27,343,000.00	(15,701,790.75)
3110.01	COLLECTIONS-COIN BOX	(498.17)	(364.97)	250.00	(614.97)
3118	CONNECT FEES	8,388.00	38,818.23	50,000.00	(11,181.77)
3150	IDENTIFIED LONG/SHORT	(274.90)	(1,000.31)	0.00	(1,000.31)
3151	UNIDENTIFIED LONG/SHORT	29.59	217.14	0.00	217.14
3154	INSUFFICIENT FUNDS CHECKS	(1,102.68)	(1,348.68)	0.00	(1,348.68)
3155	RETURNED CHECK CHARGE	300.00	1,850.00	4,000.00	(2,150.00)
3185	PENALTIES	15,559.88	15,559.88	100,000.00	(84,440.12)
3201	REIMBURSE-DEVELOPER	0.00	8,772.00	65,000.00	(56,228.00)
3435	INTEREST INCOME	21.23	82.88	3,500.00	(3,417.12)
3476	REIMBURSE-DAMAGE PAYMENTS	0.00	768.20	0.00	768.20
3492	SALES TAX	74,758.23	383,456.40	875,000.00	(491,543.60)
3600	MISCELLANEOUS	221.79	(1,908.43)	5,000.00	(6,908.43)
	Total Electric	2,258,865.66	12,086,111.59	28,445,750.00	(16,359,638.41)
075	SOLID WASTE-GENERAL				
3111	COLLECTIONS-SOLID WASTE	229,644.03	1,168,065.99	2,720,000.00	(1,551,934.01)
3185	PENALTIES	1,255.07	80,208.52	87,500.00	(7,291.48)
3195	RECYCLING SALES	2,478.30	19,642.53	50,000.00	(30,357.47)
3435	INTEREST INCOME	258.63	445.47	1,500.00	(1,054.53)
3515	FUEL TAX REFUND	0.00	0.00	500.00	(500.00)
	Total Solid Waste	233,636.03	1,268,362.51	2,859,500.00	(1,591,137.49)
079	DRAINAGE UTILITY				
3104.01	DRAINAGE FEE	16,784.94	86,075.57	205,000.00	(118,924.43)
3104.02	HHW FEE INCOME	0.00	0.00	500.00	(500.00)
3435	INTEREST INCOME	0.00	0.00	300.00	(300.00)
	Total Drainage Utility	16,784.94	86,075.57	205,800.00	(119,724.43)
080	WATER AND SEWAGE				
3102.01	COLLECTIONS-SEWER	202,018.10	1,061,444.01	2,650,000.00	(1,588,555.99)
3103	COLLECTIONS-WATER	331,288.39	1,291,644.10	4,300,000.00	(3,008,355.90)
3118	CONNECT FEES	1,275.00	5,940.00	18,000.00	(12,060.00)
3120	COUNTY SEWER FEES	4,212.64	51,353.20	112,000.00	(60,646.80)
3130	FIRE LEG FEES	125.00	10,755.00	11,000.00	(245.00)
3185	PENALTIES	0.00	597.66	120,000.00	(119,402.34)
3201	REIMBURSE-DEVELOPER	1,200.00	38,535.32	11,000.00	27,535.32
3225	SALE OF MATERIAL	1,679.77	5,009.03	15,000.00	(9,990.97)
3228	SEWER MAINTENANCE FEES	266.00	1,124.00	4,000.00	(2,876.00)
3229	SEWER TANK FEES	8,757.42	44,833.22	95,000.00	(50,166.78)
3257	WATER TANK SALES	3,837.85	22,856.60	22,000.00	856.60
3260	WATER TAP FEES	2,340.00	40,650.88	7,500.00	33,150.88
3494	TAX-WATER CONSUMPTION	4,450.69	13,794.86	65,000.00	(51,205.14)
3600	MISCELLANEOUS	732.50	7,959.22	15,000.00	(7,040.78)
4010.20	TRANSFER-WTR SYS MAINT RESV	0.00	0.00	150,000.00	(150,000.00)
4010.21	TRANSFER-WASTEWTR R&R RESV	0.00	0.00	100,000.00	(100,000.00)
	Total Water and Wastewater	562,183.36	2,596,497.10	7,695,500.00	(5,099,002.90)
	Total Income	<u>3,071,469.99</u>	<u>16,037,046.77</u>	<u>39,206,550.00</u>	<u>(23,169,503.23)</u>

FINNEY COUNTY TRANSIT
City Link
MINI BUS ADA PARATRANSIT SERVICE
1008 N. ELEVENTH STREET
GARDEN CITY, KANSAS 67846
620-272-3626 FAX 620-271-6191
TOLL FREE 877-323-3626
www.seniorcenterfc.com/transportation.html

TRANSPORTATION DEPARTMENT REPORT FOR MAY, 2014

Even though we were closed on the 26th for Memorial Day, City Link ridership rose slightly to 6,801 rides in May with a daily average of 324. This compares to 6,368 rides in May, 2013. This includes the Airport Shuttle which provided 433 rides to and from the Garden City Regional Airport. The Mini Bus ridership for May held steady at 1,333 door to door rides with a daily average of 63.

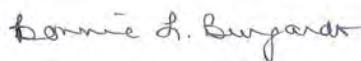
We provided dispatching for Dodge City's scheduled door to door bus service for 1,702 rides compared to 2,129 rides in April. Their daily average was 81. In an effort to improve their service they amended their policies to eliminate having the dispatchers call passengers when they don't come out to meet the bus. We were doing this to try to help ensure clients did not get unnecessary No Show's, but this policy was actually making the drivers wait longer as the customers didn't even try to come out until we called them. This will hopefully limit the amount of time they wait for a client to board the bus back to the original rule of no more than 5 minutes. Phone calls will still be made if the customer is elderly or disabled to ensure they are ok.

Curt repaired a broken seat in the bench for the Senior Center and repaired a kitchen cabinet door lock for them in addition to keeping all our buses in tip top shape. It is great to have him take care of much needed building maintenance items such as these for the Senior Center and Finney County Transit.

Youth Go Free Summer Youth Program began May 22 and will run through August 22. The Blue Route mid-day driver Sonnie Baird reported 115 passengers in her 5 hours shift on the 29th. She has been averaging about 100 now that we have Youth Go Free. She does an outstanding job of dealing with the high demand on this route and working with the other route drivers to make connections without slowing them down too much.

I was out of the office to attend our granddaughter's ballet in Minot, North Dakota and for yet another surgery on my hand, hopefully the last one. I appreciate the staff taking care of things in my absence. Marcy happened to also be off for part of the time I was gone on a previously planned and much needed vacation to beautiful Colorado. We left the office supervision in the very capable hands of Jennifer Gribble, administrative assistant. She used to be a City Link bus driver and continues to go out and drive City Link and Mini Bus as needed as well as dispatching and helping with the loads of paperwork we must complete daily. Thank you to all the staff and to Jennifer for your dedication!

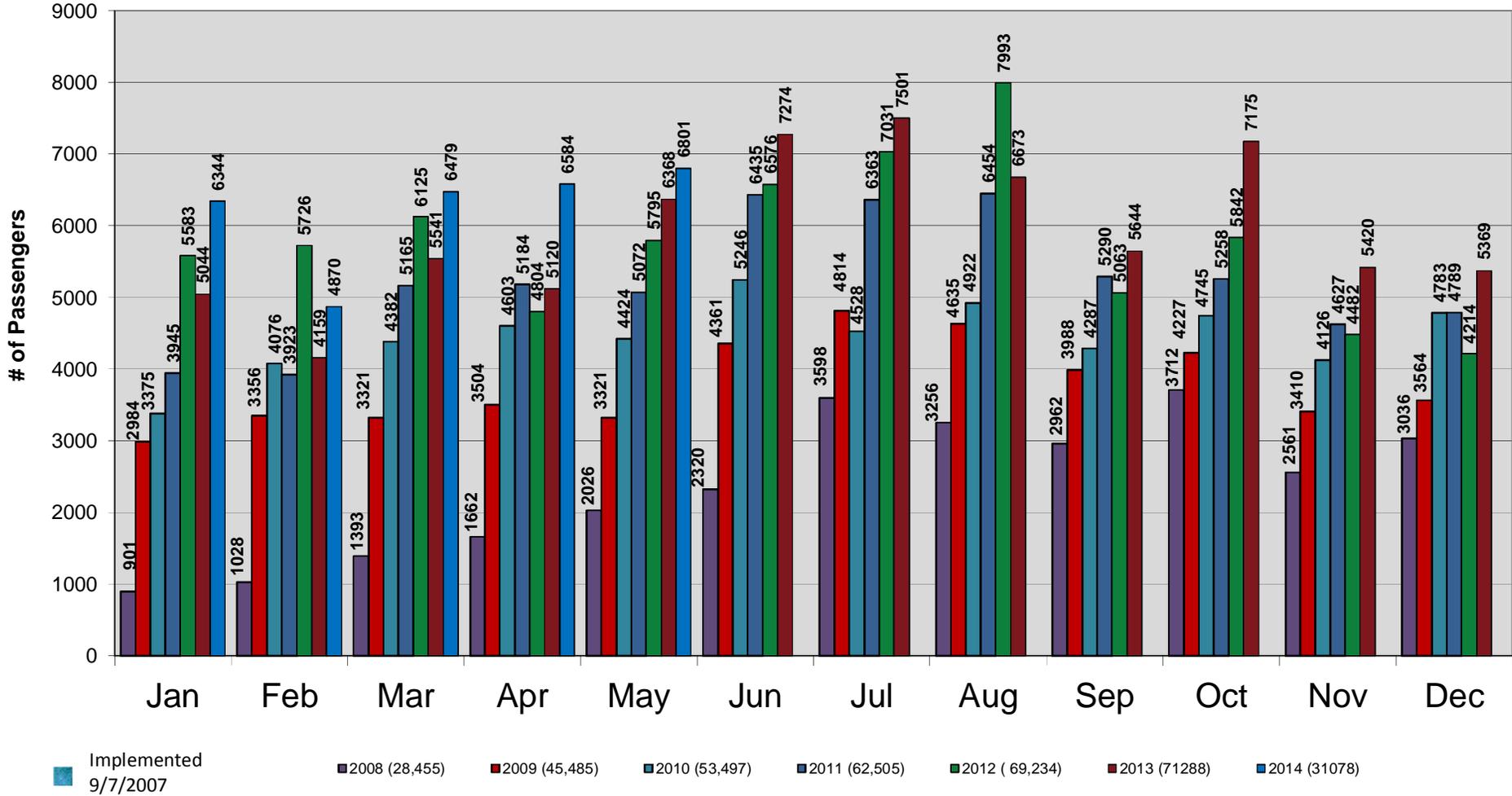
Respectfully Submitted,



Bonnie L. Burgardt
Transportation Director

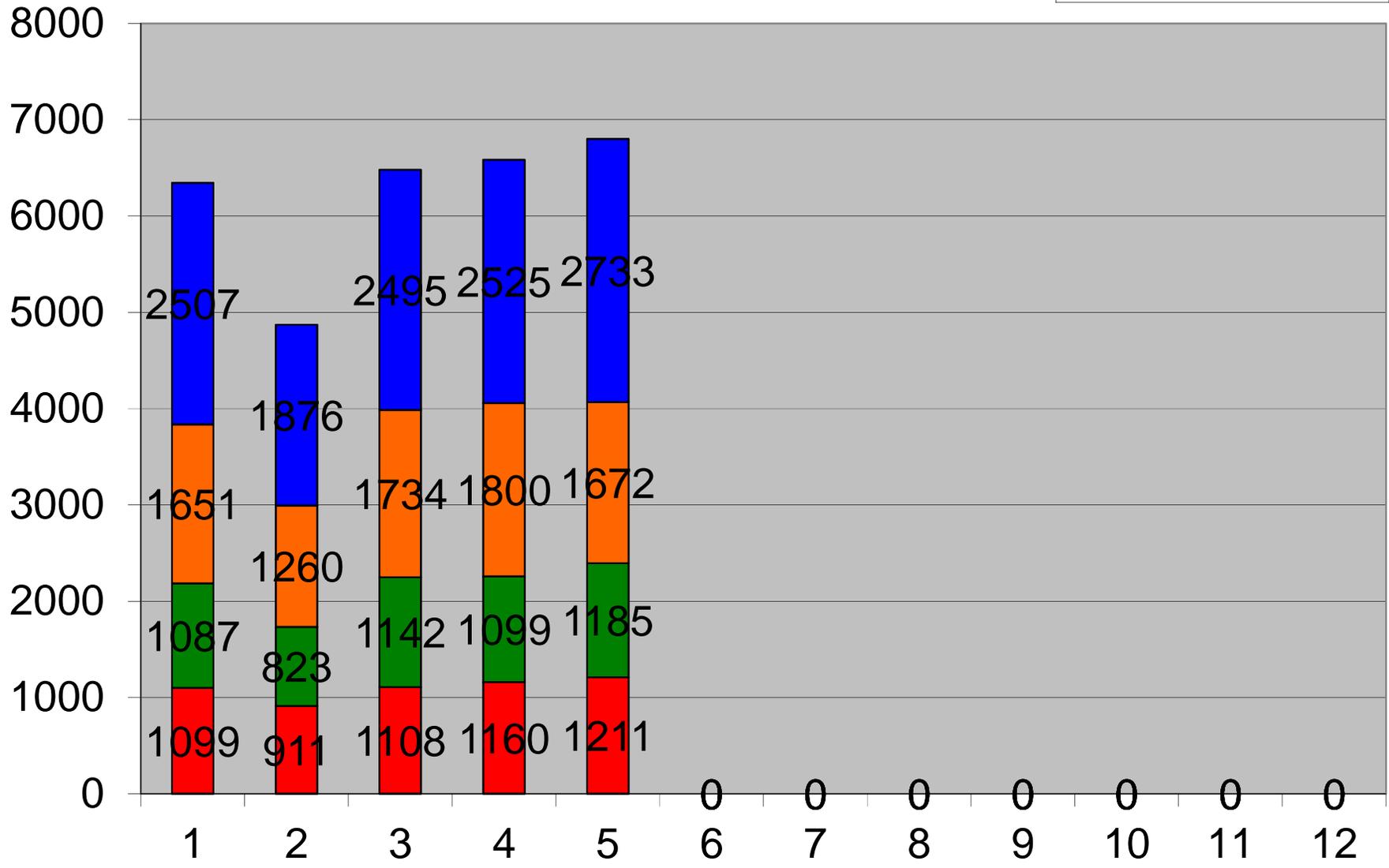
Sponsored by the Finney County Committee on Aging, Inc.; Finney County; City of Garden City; KDOT Public Transit Program; FTA and donations from friends like you.

City Link Ridership Yearly Comparison



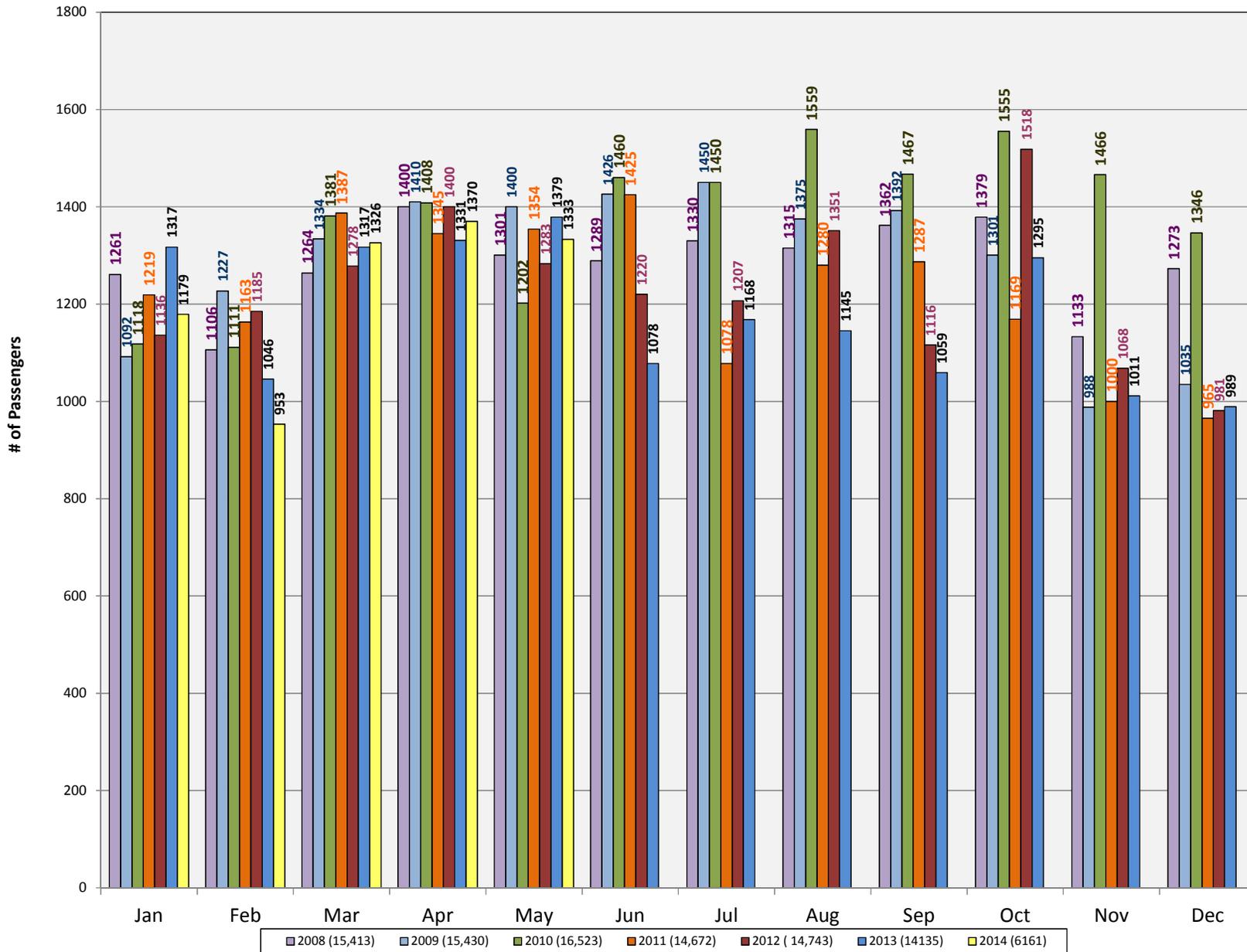
CITY LINK RIDERSHIP 2014

- RED ROUTE
- GREEN ROUTE
- ORANGE RTE
- BLUE ROUTE



JANUARY 2014 THRU DECEMBER 2014

Mini Bus Ridership Yearly Comparison



AIRPORT SHUTTLE RIDERSHIP BOARDINGS

BUS ROUTE DESCRIPTIONS	MAY 2014					ROUTE TOTALS
	M	T	W	T	F	
AIRPORT SHUTTLE - 6 AM	0	3	3	5	10	21
AIRPORT SHUTTLE - 5 AM	9	12	12	16	12	61
AIRPORT SHUTTLE - 2 PM	21	25	38	25	41	150
MONTHLY TOTALS	30	40	53	46	63	232

PILOT AND CREW MEMBER RIDERSHIP BOARDINGS

DESCRIPTIONS	MAY 2014					TOTALS
	M	TU	W	TH	F	
PILOTS - AM	9	12	12	16	12	61
PILOTS - PM	18	24	24	23	27	116
BILLABLE PASSENGERS	1	3	4	3	13	24
PILOT MONTHLY TOTALS	28	39	40	42	52	201

**FINNEY COUNTY TRANSIT REPORT
MAY, 2014**

	REPAIRS/ MAINT./ OTHER	FUEL	MILES DRIVEN	MILES ON VEHICLE	FARES	ELDLY	DSBL	GEN. PUBLIC	TOTAL PASS.	NON- AMBUL.	LIFT STANDEE	CANE/ WLKR.	INSURANCE	NON- ON-TIME
#27	\$91.88	\$2,519.48	4,325	46121	\$451.66	48	8	1164	1220	0	0	0	\$0.00	0
	Serviced-change oil/lube/filter; rotated tires, new set of Michelins installed by Burtis Motor due to tire recall, oil, oil filter, cleaning supplies													
#8	\$17.54	\$140.06	0	0	\$0.00	0	0	0	0	0	0	0	\$0.00	0
	Replaced one of the oversized batteries, tools													
#10	\$17.54	\$418.67	403	52444	\$79.50	60	27	15	102	23	8	23	\$0.00	0
	Repaired exhaust system; charged battery, tools													
#11	\$17.54	\$102.07	1,166	125811	\$173.65	24	5	403	432	0	0	0	\$0.00	0
	Tools													
#12	\$17.54	\$359.48	427	33936	\$101.00	59	48	9	116	23	6	17	\$0.00	0
	Tools													
#14	\$75.68	\$58.08	371	68023	\$94.00	3	5	30	38	1	0	0	\$0.00	0
	Brake pads, tools													
#15	\$1,021.25	\$648.10	779	31529	\$209.00	135	78	16	229	61	30	54	\$0.00	0
	Replaced all tires, serviced-change oil/lube/filter; switched batteries around, replaced door cylinder; checked all lights to ensure operational; replaced all brake pads, tools													
#16	\$61.25	\$124.85	723	28778	\$130.00	115	53	45	213	52	13	40	\$0.00	0
	Oil, tools													
#17	\$59.06	\$613.88	1,152	37558	\$167.00	123	66	34	223	57	0	61	\$0.00	0
	Replaced bolt in drop down plate on wheelchair lift, oil, tools													
#18	\$59.05	\$288.27	484	27383	\$186.50	58	41	14	113	29	9	27	\$0.00	0
	Oil, tools													
#19	\$65.98	\$560.22	876	27820	\$175.50	125	63	44	232	63	1	24	\$0.00	0
	Replaced bad fuse for drivers power seat, oil, tools													
#20	\$70.39	\$248.65	273	17263	\$75.00	51	15	1	67	10	7	14	\$0.00	0
	Oil, tools, cleaning supplies													
#21	\$102.80	\$1,360.71	2,380	101322	\$667.49	139	272	1630	2041	0	0	0	\$0.00	0
	Serviced-change oil/lube/filter, repaired bike rack, replaced all transmission fluid with new, installed round convex mirror inside for driver, oil, tools													
#22	\$630.99	\$0.00	609	115175	\$110.79	16	16	209	241	0	0	0	\$0.00	0
	Replaced battery, oil, tools, brake pads, replaced windshield													
#23	\$74.20	\$567.66	1,099	79010	\$248.80	3	1	222	226	0	0	0	\$0.00	0
	Replaced all transmission fluid with new, oil, tools, cleaning supplies													
#24	\$210.00	\$1,083.73	1,973	85908	\$324.01	41	51	741	833	0	0	0	\$0.00	0
	Rotated tires, brake pads, oil, tools, cleaning supplies, oil filter													
#25	\$113.54	\$1,180.50	2,296	77739	\$376.79	43	70	751	864	0	0	0	\$0.00	0
	Serviced-change oil/lube/filter, replaced all six tires, tire repair, oil filter, oil, tools, cleaning supplies													
#26	\$540.73	\$1,536.90	2,575	75658	\$349.08	81	55	808	944	0	0	0	\$0.00	0
	Serviced-change oil/lube/filter, rotated tires, installed new rear brake pads, oil, oil filter, tools, cleaning supplies, radiator flushed and serviced													
TOTALS	\$3,246.96	\$11,811.31	21,911		\$3,919.77	1,124	874	6,136	8,134	319	74	260	\$0.00	0

Rides This Month:	Year to Date Rides:	REIMBURSEMENTS:	46,554.33 FROM:KDOT	FOR :MARCH 2014
CITY LINK RIDERSHIP:	6,801	31,078		# on Mini Bus ADA List: 245
MINI BUS RIDERSHIP:	1,333	6,161		# on Mini Bus DR List: 24
		37,239		# on City Link Half Fare: 84

**CITY PROJECT UPDATES
2014**

Revision No. 5- Date: June 11, 2014

Completed Projects

Carry Over Projects From 2013

Proposed New Projects - Not Budgeted

Description	Current Status												Completion Status			Comments	
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Design	Bid	Const.		
ENGINEERING - ADMINISTRATIVE																	
Capital Improvements Bond Issue														10%	7/??/2014	0%	
Special Assessments														50%	7/??/2015	0%	Seventh & Laurel Streetscape \$106,200
Petitions for New Developments														0%		0%	
ENGINEERING - HIGHWAYS & MAJOR STREETS																	
A. STATE/FEDERAL AID																	
KLINK Fulton St. to Kansas								Const?	Const?	Const?				100%	8/29/13	0%	\$587,081 Spring-summer work City share \$387,081
East Kansas Ped/Bike Facility	Design	Design	KDOT	KDOT	KDOT	Revise	Revise	KDOT?	KDOT?	KDOT?	BID?	Const?	95%		0%	\$831,000 Summer work City share \$166,200	
GI - Kansas Avenue Widening	Design	Design	KDOT	KDOT	KDOT	Revise	Revise	KDOT?	KDOT?	KDOT?	BID?	Const?	95%		0%	\$1,743,800 Summer-fall work City share \$893,800	
KLINK - combined FY2014 & 15												Design?	Design?	0%		0%	\$800,000 Spring 2015 work City share \$400,000
B. TE PROJECTS																	
Windsor Hotel stabilization		Bid		Rebid			Const	Const?	Const?	Const?	Const?	Const?	Const?	100%	3/13/14	1%	\$924,423 Preservation Alliance share \$313,063
ENGINEERING - LOCAL STREETS																	
A. CITY RECONSTRUCTION/CONSTRUCTION																	
KDOT Fund Exchange Projects				Const	FINAL									100%	5/30/13	100%	\$336,588 FY 2012: North & South Chainey and Rock Rd
KDOT Fund Exchange projects	Design	Bid						Const?	Const?	Const?				100%	2/13/14	0%	\$205,534 FY 2013 - Shamus - north & Rebel Road
KDOT Fund Exchange projects					Apply	KDOT		Design?	Design?	Bid?	Const?	Const?	0%	??/2013	0%	\$285,000 FY 2014 - Arterial & Collector Modified Sealing	
New Community Sidewalks		Const?	Const?	Const?	Const	Const?	Const?	Const?	Const?	Const?	Const?	Const?	0%		0%	\$28,400 1 - \$1,600 New Sidewalks throughout the Community, Filling Gaps	
B. DRAINAGE PROJECTS																	
FEMA Floodplain related projects														0%	On-hold	0%	Waiting on FEMA's letter.
C. TRAFFIC SIGNAL PROJECTS																	
Vehicle Detection Upgrades								Install?	Install?	Install?	Install?			100%	In-house	0%	\$ 35,000 Spring of 2014 Project - Walnut & Main
Pedestrian Activated Warning Sign								Review?	Quotes?	Order?	Install?			0%	In-house	0%	\$ 15,000
Vehicle Detection Upgrades								Review?	Quotes?	Order?	Storage?	Install?	Install?	0%	In-house	0%	\$ 35,000
D. SUBDIVISION CONSTRUCTION & SPECIAL ASSESSMENT PROJECTS																	
Pioneer Road Estates	Const	Const	FINAL											100%	12/21/12	100%	\$795,490 subdivision improvements
Samy Addition	Const	Const	Const	Design	Design	Bid?	Const?	Const?	Const?					100%	5/2/13	45%	\$1,575,000 Infrastructure for the Old Chicago, hotel & waterpark project
PUBLIC WORKS - STREET MAINTENANCE PROJECTS																	
Street Sealing Program				Bid	stockpile		Const?	Const?	Const?					100%	4/8/14	0%	\$360,700 Cycle One
Crack Sealing Program	Const	FINAL										Bid?		100%	??/2014	0%	\$191,150 2014 Cycle 1(172,000 lbs. \$191,150) - 2015 Cycle 2(172,000 lbs. \$202,650)
Community Sidewalk/Driveway	Const	Const?	Const	Const	Const	Const	Const?	Const?	Const?	Const?	Const?	Const?	0%			22%	\$20,000 (Res. 3 - \$850 & Com. 3 - \$3,628, Obligated \$15,000, Available Funds \$500)

**CITY PROJECT UPDATES
2014**

Revision No. 5- Date: June 11, 2014

Completed Projects

Carry Over Projects From 2013

Proposed New Projects - Not Budgeted

Description	Current Status												Completion Status			Comments
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Design	Bid	Const.	
PUBLIC WORKS - PARKS & GROUNDS																
Master Plan - Finnup Park	Design?	Design	Design	Design	Meeting?								98%		0%	\$9,880 Create a Master Plan for Finnup Park - Early 2014 Completion
2013 Street Tree Pruning Prog.	Bid	Const	FINAL										100%	1/16/14	100%	\$8,806 Early 2014 Project
2014 Street Tree Pruning Prog.									Mark?	Mark?	Mark?	Mark?	0%	1/??/2015	0%	\$20,000
Maintenance Sealing Program							Const?	Const?	Const?				100%		0%	\$28,100 Purchase Material (work completed in-house)
REGIONAL AIRPORT																
Snow Removal Equipment Building	Const	Const	Const	FINAL									100%	12/22/13	100%	\$716,543 AIP-34 Grant, City Share \$35,828
Restroom Renovation			Bid		Const	Const	Const?	Const?					100%	3/11/14	30%	\$235,496
Design Partial Twy F and Twy C					Contract	Design?	0%		0%	\$235,200 FAA Grant approved ??, City Share \$23,520						
Street Sealing Program													100%	On-hold	0%	\$37,400 Pushed the project for renovation project at the Terminal
RECREATION																
Dog Park Improvements									Const?	Const?	Const?		0%		0%	\$20,000 GCRC funding, City Share \$5,000
Finnup Park Walking Trail Phase 2	Design	Design	Bid	Rebid					Const?				100%	4/10/14	0%	\$60,000 Sunflower Trails Grant to Rec Commission, City share \$30,000
ZOO																
Elephant Yard Expansion	Design	Design	Design	Review	Bid		REBID?	Const?	Const?	Const?	Const?		100%	5/29/14	0%	\$423,000 Expansion of outside yard south into African plains yard.
Giraffe Bull Yard Renovation					Const	Const							100%		40%	\$50,000 FOLRZ - Public viewing deck, modify the yard, replace overhead doors
Install 5th Street Gate		Const	FINAL										100%	12/21/13	95%	\$14,000 Construct automated gate system at 5th Street entrance
ELECTRIC																
Circuit 105,405,505 Conversion	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	100%		30%	\$31,549 Voltage Conversion (\$3,619 Project to date)
Circuit 207 URD Replacement	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	Const?	100%		45%	\$39,913 Replacement
SCADA Development	Const?	Const?	Const?	Const?	Const?	Const?	Const?						100%		90%	\$125,000 System Monitoring
Substation # 10	Const	Const	Const										100%		95%	\$2,500,000 Almost finished
Substation # 11/Jameson Plant	Const	Const	Const	Const	Const?	Const?							100%		35%	\$1,750,000 All work underway
WATER																
Repair Water Tower Main & Kansas			Bid		Const?								100%	3/14/14	0%	\$25,000 Internal repair to tower at Main Street and Kansas Avenue
Standby Power - Sandhills Wells					Design?					Const?			0%		0%	\$350,000 Back up generation - Sandhills water wells
Main Cleaning & Valve Replacement							Design?		Const?	Const?	Const?	Const?	0%		90%	\$125,000 Continue cleaning of older mains and replacing valves
WASTEWATER																
SCADA Development		Design?	Design?	Design?	Design?	Design?	Design?	Design?	Design?	Design?	Const?	Const?	75%			\$125,000 WWTP Operation and Security
Manhole Rehabilitation				Design?	Bid?					Const?			0%			\$45,000 Manhole Rehab
Design of Major Electrical Repairs			Design?			Const?							0%			\$75,000 Design new electrical conduit system for oxidation ditch #1 and #2
Building Construction				Design?	Design?	Design?	Design?	Design?	Bid?	Const?	Const?	Const?	0%			\$1,500,000 New Water Service Building at Electric Service Facility
Lyle/Theron Street Watermain				Design	Design	Bid?	Design	Const?	Const?	Const?	Const?	Const?	60%			\$240,000 Construct new watermain on Lyle Street

GARDEN CITY POLICE DEPARTMENT
MASTER ACTIVITY REPORT
 May of 2014
INCIDENTS REPORTED

OFFENSES	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Murder/Manslaughter	0	0	0
Rape	1	1	8
Robbery	0	0	2
Aggravated Assault	2	6	23
Burglary	14	9	36
Theft	76	59	286
Auto Theft	0	2	5
Arson	0	0	0
TOTAL	93	77	357
All Other Crimes	144	144	657
GRAND TOTAL	237	221	1014

CRIMINAL ENFORCEMENT ACTIVITIES

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Adult Arrests	200	176	931
Juveniles Detained	55	30	185
TOTAL CUSTODY	255	206	1116
Alcohol Related	30	15	127
Drug Related	36	19	126
Curfew Violations	11	9	32

INVESTIGATIONS DIVISION ACTIVITIES

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Total Cases Assigned	27	46	175
Total Active Cases	177	158	741
Adult Affidavits Filed	8	10	37
Juvenile Affidavits Filed	28	6	42
Follow-Up Contacts	759	1581	4886
Special Assignments	56	13	263
Search Warrants	20	7	112
Supplemental Reports	227	240	988
Other Reports	223	245	1097
Cases Referred For Prosecution	20	18	83

TRAFFIC ACCIDENT INVESTIGATIONS

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Fatal Accidents	0	0	0
Injury Accidents	7	7	28
Non-Injury Accidents	41	43	262
TOTAL ACCIDENTS	48	50	290
Private Property Accidents	3	2	18

**GARDEN CITY POLICE DEPARTMENT
MASTER ACTIVITY REPORT
May of 2014**

OFFICERS ASSAULTED

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Firearm	0	0	0
Cutting Instrument	0	0	0
Other Dangerous Weapon	0	0	0
Hands, Fist, Feet, Etc.	3	4	12
Police Service Dog	0	0	0
TOTAL ASSAULTS	3	4	12

PATROL/CRD DIVISIONS SUMMARY

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Offense Reports	251	253	1088
Supplemental Reports	91	108	442
Other Reports	93	114	480
Community Oriented Policing	273	203	1082
Speeding Citations	37	37	165
Other Traffic Citations	493	280	1656
Parking Citations	7	15	77
Warning Notices	496	365	1871
Penal Summons	31	25	169
Felony Cases Cleared	25	28	109
Misdemeanor Cases Cleared	126	109	542
DUI Cases Cleared	16	8	46
Insecure Premises	18	10	39
Field Interviews	39	8	70
Citizen & Business Assists	144	108	553
Alarms	78	76	392
Adult Affidavits Filed	21	43	152
Juvenile Affidavits Filed	22	20	84

COMMUNICATIONS CENTER ACTIVITIES

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Non-Traffic Activities	2718	2523	12226
Traffic Activities	826	602	3118
TOTAL ACTIVITIES	3544	3125	15344
911 Calls	1837	1505	7494
Finney County Sheriff's Office Activities	543	437	2272

**GARDEN CITY POLICE DEPARTMENT
MASTER ACTIVITY REPORT
May of 2014**

RESPONSE TIME SUMMARY

DESCRIPTION	THIS MONTH	LAST YEAR	5 YEARS AGO
Average Emergency	3.16	3.36	3.12
Average Non-Emergency	10.5	10.15	15.44
Average Traffic Accident	13.14	10.92	15.17

ANIMAL INCIDENT ACTIVITIES

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Animals Impounded	168	222	761
Animals Disposed	72	49	215
Citations Issued	2	6	20
Animal Bites	5	6	21
Adoptions	42	43	193

TRAINING HOURS RECEIVED

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Administrative	16.00	66.00	179.50
Patrol/CRD Division	219.00	403.50	1439.50
Support Services Division	31.00	15.30	248.30
Investigation Division	18.00	146.00	246.00
Instructor Hours	86.00	193.00	347.00
SUB-TOTAL TRAINING HRS	370.00	823.80	2431.05
Academy Training Hours	0.00	0.00	1280.00
TOTAL TRAINING HOURS	370.00	823.80	3711.05

ADMINISTRATIVE INVESTIGATIONS

DESCRIPTION	THIS MONTH	LAST MONTH	TO DATE THIS YEAR
Allegations Received	1	1	7
Unfounded	0	2	3
Unsubstantiated	0	0	0
Sustained	1	1	4
Exonerated	0	0	0
Violation Not Based On Complaint	0	0	0
Investigation In Progress	1	1	12
Administrative Closure	0	0	0
Commendations	0	1	2

Bias-Based Policing Statistics

May 2014

	April #	April %	May #	May %
SUBJECTS CONTACTED:	278	N/A	452	N/A
AGE:				
15 yoa - 19 yoa	58	21%	82	18%
20 yoa - 29 yoa	79	28%	168	37%
30 yoa - 49 yoa	102	37%	136	30%
50+	39	14%	66	15%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	278	100%	452	100%
RACE:				
White	266	96%	434	96%
Black	8	3%	13	3%
Native American	0	0%	0	0%
Asian	4	1%	4	1%
Other	0	0%	0	0%
More Than One Race	0	0%	0	0%
Not Provided/Unknown	0	0%	1	0%
<i>TOTAL</i>	278	100%	452	100%
GENDER:				
Male	165	59%	319	71%
Female	113	41%	133	29%
Unknown	0	0%	0	0%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	278	100%	452	100%
ETHNICITY:				
Hispanic/Latino	165	59%	255	56%
Non-Hispanic	113	41%	193	43%
Not Provided	0	0%	4	1%
<i>TOTAL</i>	278	100%	452	100%
RESPONSE AREA:				
1	66	24%	139	31%
2	64	23%	88	19%
3	27	10%	69	15%
4	86	31%	97	21%
5	35	13%	59	13%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	278	100%	452	100%
PRIMARY REASON FOR OFFICER INVESTIGATION:				
Call Related	28	10%	32	7%
Officer Initiated	250	90%	420	93%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	278	100%	452	100%
INFORMATION OBTAINED BY:				
Officer's Perception	245	88%	421	93%
Investigation	33	12%	31	7%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	278	100%	452	100%

Bias-Based Policing Statistics

May 2014

	April #	April %	May #	May %
RELIGIOUS DRESS:				
Yes	1	0%	1	0%
No	277	100%	451	100%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>278</i>	<i>100%</i>	<i>452</i>	<i>100%</i>
PRIMARY REASON FOR STOP:				
Moving Violation	186	67%	264	58%
Equipment Violation	64	23%	160	35%
Criminal Offense/Probable Cause	5	2%	7	2%
Other Violation	19	7%	15	3%
To Render Service	2	1%	3	1%
Suspicious Circumstances	1	0%	3	1%
Pre-existing Knowledge	1	0%	0	0%
Special Detail	0	0%	0	0%
Multiple Reasons	0	0%	0	0%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>278</i>	<i>100%</i>	<i>452</i>	<i>100%</i>
ACTION TAKEN:				
Citation	195	70%	340	75%
Search	1	0%	0	0%
Warning	59	21%	65	14%
Arrest	22	8%	47	10%
Warrant Arrest	1	0%	0	0%
Assistance Provided	0	0%	0	0%
No Action	0	0%	0	0%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>278</i>	<i>100%</i>	<i>452</i>	<i>100%</i>
SEARCH RATIONALE:				
Not Applicable	268	96%	419	93%
Vehicle Indicators	1	0%	3	1%
Verbal Indicators	0	0%	3	1%
Physical/Visual Indicators	4	1%	14	3%
Document Indicators	0	0%	1	0%
Incident to Arrest	4	1%	12	3%
Other	1	0%	0	0%
More Than One Reason	0	0%	0	0%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>278</i>	<i>100%</i>	<i>452</i>	<i>100%</i>
TYPE OF SEARCH:				
No Search Conducted	267	96%	418	92%
Consent Search Conducted	4	1%	4	1%
Inventory	0	0%	0	0%
Stop and Frisk	1	0%	0	0%
Search Warrant	0	0%	0	0%
No Search/Consent Denied	0	0%	1	0%
Search Incident to Arrest	4	1%	21	5%
Plain View	0	0%	2	0%
Probable Cause	2	1%	6	1%
More Than One Type	0	0%	0	0%

Bias-Based Policing Statistics

May 2014

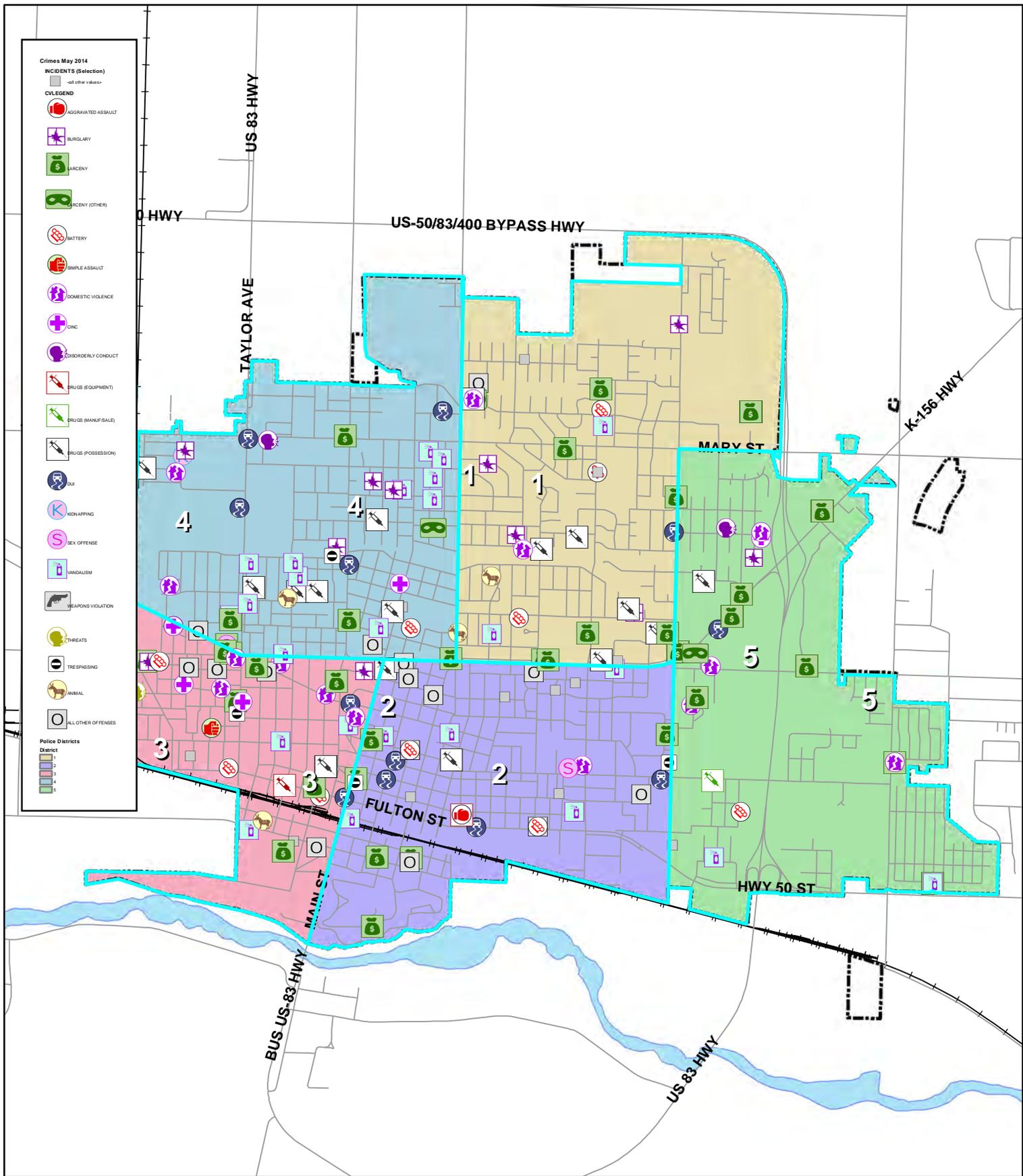
		April #	April %	May #	May %
Not Provided		0	0%	0	0%
	<i>TOTAL</i>	278	100%	452	100%

Bias-Based Policing Statistics

May 2014

		April #	April %	May #	May %
CONTRABAND SEIZED:					
	None	273	98%	436	96%
	Currency	1	0%	0	0%
	Firearms	0	0%	0	0%
	Other Weapons	0	0%	0	0%
	Drugs/Paraphernalia	2	1%	6	1%
	Alcohol/Tobacco Products	2	1%	9	2%
	Stolen Property	0	0%	0	0%
	Other	0	0%	1	0%
	More Than One Type	0	0%	0	0%
	Not Provided	0	0%	0	0%
	<i>TOTAL</i>	278	100%	452	100%

Hispanic	Arrests	15	9%	40	16%
	Citations	126	76%	179	70%
	Warnings	31	19%	36	14%
Non-Hispanic	Arrests	7	6%	7	4%
	Citations	68	60%	157	81%
	Warnings	26	23%	29	15%



Garden City PD

This agency is not responsible for the misinterpretation of this map and makes no inference or judgment as to the relative safety of particular areas. This map does not meet national map accuracy standards and should not be used for engineering purposes.





CITY OF GARDEN CITY ZOO DEPARTMENT MAY 2014 MONTHLY REPORT

ANIMAL DIVISION

ACCESSIONS:

Births/Hatchings

Madagascar hissing cockroaches	Hatched (count later, too small)
0.1 Goral	
0.0.6 Trumpeter swan cygnets	Hatched 0.0.2 DNS
0.0.1 Red kangaroo	(seen crawling into pouch)

Transactions (Purchases, donations, etc.)

0.1 Brown tarantula	Donated by docent
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DEACCESSIONS

Deaths

2.1 Madagascar hissing cockroach	Undetermined
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Transactions (Sales, donations, etc.)

0.1 Hamerkop	Sold to Safari West
1.0 Red kangaroo	Sold to Brevard Zoo

Keepers monitoring fox activity on camera for evidence of kits. Promotion of keeper Pablo Holguin to Elephant Manager after resignation of Elephant Manager Dave Ozburn. USDA inspection. Added mesh around goral holding to keep baby in until exhibit fence could be baby proofed.

ADMINISTRATION DIVISION

The second round of interviews for the Director's position took place; Kristi Newland was promoted to Director. The General Curator position was advertised. A tactile sensor was installed on the automatic exit gate at 5th street. Blues at the Zoo took place. Elephant exhibit expansion project bid opening was the 29th with no bids submitted. The giraffe deck project was completed except the barrier rope. Construction has started on the giraffe bull pen fence. The Electric Department is working to get more power to lion, AP, gate house and proposed elephant expansion. Kristi participated in subcommittee reviewing proposals to redo city's evaluation process and in AZA membership committee's efforts to welcome new student Members, and contacted Tumbleweed committee about discussing details of this year's event.

EDUCATION DIVISION

The education division gave 149 formal programs to 4079 people, reached an additional 264 people through 8 hours of informal programming, and 350 people in 18 classes learned from 8 discovery box check-outs. Field trip season finished up in May and all Staff began preparing for the camp season. Tarra and Misty worked on organizing and preparing for the two-day Project Learning Tree Workshop for teachers and caregivers. A grant was submitted through Disney Animal Parks for a Nature Play Space to be located across from the Duck Pond. The monitor for the fly trap display and security cameras were installed. An Endangered Species Day event took place, biofacts are being organized into an electronic master file, and pocket manuals for volunteers updated.

MAINTENANCE DIVISION

The golf cart was taken to the golf course for repair and a new charger was installed. All shades around zoo were put up along with shades for Cat Canyon. Two summer employees started. Lights were installed in the ERD area of the elephant barn. We repaired the bottom of the large BBQ grill at the shelter on the West Green. The gun team trained at the county range. Maintenance helped with installation of surveillance cameras and antennae. We opened the high windows at MOA. Siamang shipping crate was built. The noxious weeds at otters and Asia were sprayed twice. We began cleaning out the shop shed and marked the breaker box breakers. The pump motor at the duck pond was rebuilt along with replacement of plumbing, two new valves put in at the wetlands. A compost sale was held on the tenth. Repairs were made to the exit gate. Purchases are still being made for the giraffe fence contractors. Irrigation, and other plumbing, electrical, and lock issues were worked on. Areas were fertilized. Prepared the grounds for Memorial Day weekend.

**CONSIDERATION OF
APPROPRIATION ORDINANCE**

Ordinances & Resolutions

MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 10 June 2014

RE: KDOT SAFE ROUTES TO SCHOOLS PROJECT APPLICATION

ISSUE

KDOT has announced the application process for the Kansas Safe Routes to Schools Program for FY 2014.

BACKGROUND

On May 6th, the Governing Body authorized staff to submit an application for the Kansas Safe Routes to Schools Program for FY 2014 to KDOT. Since then, we have been working with USD 457 to assemble the necessary documentation and material for the application. One of the necessary documents for the application is a Resolution of support and authorization from the Governing Body.

ALTERNATIVES

The Governing Body may adopt the accompanying Resolution, or defer action until the July 8th meeting.

RECOMMENDATION

Staff is prepared to work on an application if authorized by the Governing Body.

FISCAL

As 80% of the construction cost is provided by KDOT, the City's 20% match could be a budgeted expense, or bonded, in 2015.

Steve Cottrell



Engineering Department

Steven F. Cottrell, P.E.,
City Engineer

C.W. Harper, P.E.
Assistant City Engineer

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301 N. 8TH
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GARDEN CITY, KS
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Resolution No. ____-2014

A RESOLUTION DECLARING THE ELIGIBILITY OF THE CITY OF GARDEN CITY TO SUBMIT AN APPLICATION TO THE KANSAS DEPARTMENT OF TRANSPORTATION FOR USE OF SAFE ROUTES TO SCHOOLS FUNDS SET FORTH BY MAP-21 FOR THE SAFE ROUTES TO SCHOOLS 2014 PEDESTRIAN AND BICYCLE ACCESSIBILITY PROJECT IN GARDEN CITY AND AUTHORIZING THE CITY ENGINEER TO SIGN THIS APPLICATION.

Whereas, the City of Garden City, Kansas, has the legal authority to apply for, receive, and administer federal, state, and other monies through Home Rule Power under the Constitution of the State of Kansas and authorized by K.S.A. 12-1662, regarding the expenditure of federal aid to public agencies; and

Whereas, the City of Garden City, Kansas, desires to submit an application to the Kansas Department of Transportation for Safe Routes to Schools funds set forth by MAP-21; and

Whereas, the City of Garden City, Kansas, is participating in the Kansas Department of Transportation's Safe Routes to Schools program set forth by MAP-21; and

Whereas, Federal monies are available under a Safe Routes to Schools program set forth by MAP-21, administered by the State of Kansas, Department of Transportation, for the purpose of creating safer routes to schools in Kansas; and

Whereas, after appropriate public input and due consideration, the Governing Body of City of Garden City, Kansas has recommended that an application be submitted to the State of Kansas for the Safe Routes to School 2014 Pedestrian and Bicycle Accessibility Project.

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

SECTION 1. That the City of Garden City, Kansas, does hereby authorize City Engineer to submit an application to the Kansas Department of Transportation for Safe Routes to Schools program funds set forth by MAP-21 on behalf of the citizens of Garden City, Kansas.

SECTION 2. That the City of Garden City, Kansas, hereby assures the Kansas Department of Transportation that sufficient funding for Safe Routes to School 2014 Pedestrian and Bicycle Accessibility Project is available, as the Safe Routes to Schools Program is a reimbursement program.

SECTION 3. That the City of Garden City, Kansas, hereby assures the Kansas Department of Transportation that sufficient funding for the operation and maintenance of the improvements resulting from the Safe Routes to School 2014 Pedestrian and Bicycle Accessibility Project will be available for the life of the project.

SECTION 4. That the City of Garden City, Kansas, hereby assures the Kansas Department of Transportation that the City of Garden City, Kansas, will have title or permanent easement for the improvements resulting from the Safe Routes to School 2014 Pedestrian and Bicycle Accessibility Project by the time of construction project letting, if necessary.

SECTION 5. That the City Engineer of the City of Garden City, Kansas, is authorized to sign the application to the Kansas Department of Transportation for Safe Routes to Schools program funds set forth by MAP-21 on behalf of the citizens of Garden City, Kansas. The City Engineer is also authorized to submit additional information as may be required and act as the official representative of the City of Garden City, in this and subsequent related activities.

SECTION 6. That the City of Garden City, Kansas, hereby assures the Kansas Department of Transportation that the City of Garden City is willing and able to, if the Safe Routes to School 2014 Pedestrian and Bicycle Accessibility Project is selected for funding, administer all activities involved with the Safe Routes to School 2014 Pedestrian and Bicycle Accessibility Project.

ADOPTED AND PASSED by the Governing Body of the City of Garden City, Kansas, this 17th day of June, 2014.

Roy Cessna, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk



Memo

To: City Commission
From: Kaleb Kentner
CC: File
Date: June 11, 2014
Re: Code Compliance 13-001442, Environmental Yard- 406 W. Emerson

On December 17, 2013, Mr. James Dinkle, 406 W. Emerson, came before the City Commission to request an extension for an environmental yard clean-up that had been submitted to City Commission for an environmental yard resolution. A six (6) month extension was granted by the City Commission to finish the clean-up. As of June 10, 2014 little progress has been made and Mr. Dinkles property is still in violation. The code compliance case has been open since July 10, 2013.

Staff recommends the approval of the resolution that has been prepared for the environmental abatement.

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(Published in The Garden City Telegram on the _____ day of _____, 2014)

RESOLUTION NO. _____

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

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

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

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

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

406 W. Emerson Street- Scrap wood, scrap metal, tires and miscellaneous appliances & electronics on property

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

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, on this 17th day of June, 2014.

Roy Cessna, MAYOR

ATTEST:

Celyn N. Hurtado, CITY CLERK

406 W. Emerson





RESOLUTION NO. _____

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

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

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

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

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

212 Spencer Street- Inoperable and/or unregistered vehicle-Red Mini-Van

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

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, on this 17th day of June, 2014.

Roy Cessna, MAYOR

ATTEST:

Celyn N. Hurtado, CITY CLERK

212 SPENCER



(Published in The Garden City Telegram on the _____ day of _____, 2014)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE REMOVAL OF TREE NUISANCE FROM THE PROPERTY LISTED BELOW IN THE CITY OF GARDEN CITY, KANSAS, PURSUANT TO SECTION 94-64 OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

WHEREAS, the Governing Body of the City of Garden City has declared it unlawful for any person to maintain dead and/or diseased trees on private property within the City of Garden City, and

WHEREAS, the resident and/or owners of the private property at the address listed herein have been notified pursuant to Section 94-3 of the Environmental Code of Ordinances and have neither abated the nuisance conditions nor requested a hearing before the Governing Body.

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

SECTION 1. Ten (10) days after passage of this Resolution, and after notification of person in violation by one of the methods prescribed in Section 94-64, the Public Officer is hereby authorized to abate the following nuisance conditions:

2104 N. Third Street- Dead and/or Diseased Tree(s) on property

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

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, on this 17th day of June, 2014.

Roy Cessna, MAYOR

ATTEST:

Celyn N. Hurtado, CITY CLERK

2104 N. 3rd Street



Old Business



Memo

To: Garden City Commission
From: Kaleb Kentner
CC: Matt Allen, File
Date: May 23, 2014
Re: Zoning Violations in the "I-2" Medium Industrial District

ISSUE: To address zoning violation concerns in the "I-2" Medium Industrial District

BACKGROUND: In February of this year, staff was notified of a zoning violation at 911 W. Mary Street. Staff investigated and discovered that the business, African Shop, located at this property was in fact in violation. African Shop is classified as a "Department store," selling goods to customers. This type of use is not allowed in the "I-2" Medium Industrial District, which is the current zone for this location. Staff sent a violation letter (included) and met with the business and property owner to discuss the options. Both the business and property owner decided to petition the City Commission for an amendment to the zoning regulations to allow retail use as a conditional use in the "I-2" Medium Industrial District. The amendment was recommended at the April 17, 2014 Planning Commission meeting. However, it was denied at the May 6, 2014 City Commission meeting. At the Planning and City Commission meetings, other properties were mentioned as possible zoning violations in the same area. Staff has investigated and found five (5) zoning violations in this area. All of these violations arise from illegal use in the "I-2" Medium Industrial District.

Staff encounters many issues with zoning violations within the city limits. Regulating business is a difficult task for staff partly due to the fact that Garden City does not require business licenses. What happens is businesses open up without first coming to the planning office to determine if their location is legal. Since staff does not have the means to verify every new business that opens here, many open and exist illegally. At the direction of the Commission, staff only investigates zoning violations upon a citizen complaint. However, this usually leads to the discovery of other violations, as demonstrated with this current situation. A brief description of the details of each case is listed below.

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A. 911 W. Mary Street – African Shop (refer to map, A)

The business located at this address is African Shop. The details of this case were explained above. Staff is now working with the business owner to help them relocate to a location that would be legal. A copy of the letter is included at the end of this memo.

B. 913 W. Mary Street – Cash Fast Inc. (refer to map, B)

The business located at this address is Cash Fast Inc. This property is operating as a “Bank and other savings and lending institution.” This use is not allowed in the “I-2” Medium Industrial District. Staff has prepared a zoning violation letter to send to this business and property owner. A copy of the letter is included at the end of this memo.

C. 923 W. Zerr Road – Somalia Wany Mall (refer to map, C)

The business located at this address is Somalia Wany Mall. This business is operating as a “Department store,” selling goods to customers. This type of use is not allowed in the “I-2” Medium Industrial District. Staff has prepared a zoning violation letter to send to this business and property owner. A copy of the letter is included at the end of this memo.

D. 919 W. Zerr Road – Finney County Health Department (refer to map, D)

The business located at this address is the Finney County Health Department. This business is operating as a “Governmental Service.” This use is not allowed in the “I-2” Medium Industrial District. Staff has investigated this use and has found evidence that this location was in compliance at the time the Finney County Health Department was established at this location.

E. 2701 N. 11th Street – Path (refer to map, E)

The business located at this address is Path, Finney County Youth Services. This property is operating as a “Governmental Service.” This use is not allowed in the “I-2” Medium Industrial District. Staff has learned that this business will be



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relocating to the new Finney County Corrections Service Center when it is completed which would resolve this case.

ALTERNATIVES: Normal procedure for zoning use violations is for staff to send a zoning violation letter to the business and property owner which includes up to a 30 day time frame to either comply or contact our offices to work with staff on other possible solutions. Staff is willing to work with the owners by giving them possible alternatives and extend the time for up to six (6) months to help them get the situation resolved. The alternatives for each case are listed below.

A. 911 W. Mary Street – African Shop alternatives:

1. An amendment to the zoning regulations can be made to allow this use as a conditional use in this district.
2. The Commission may direct staff to create a new Commercial – Industrial zone that would allow mixed uses in the proposed boundaries (refer to map) that could better accompany the businesses located in this area.
3. Amend the zoning regulations definition of “convenience store” to include this type of use. Convenience store is a permissible use in this district.
4. This business can relocate to a commercial zone which would allow this use.

B. 913 W. Mary Street – Cash Fast Inc. alternatives:

1. An amendment to the zoning regulations can be made to allow this use as a conditional use in this district.
2. The Commission may direct staff to create a new Commercial – Industrial zone that would allow mixed uses in the proposed boundaries (refer to map) that could better accompany the businesses located in this area.
3. This business can relocate to a commercial zone which would allow this use.

C. 923 W. Zerr Road – Somalia Wany Mall alternatives:

1. An amendment to the zoning regulations can be made to allow this use as a conditional use in this district.
2. This property can be rezoned to “C-2” General Commercial District. However, to do this, the property located at 2614 N. Taylor (refer to **F** on the map) would need to be rezoned at the same time to allow for this rezone.
3. The Commission may direct staff to create a new Commercial – Industrial zone that would allow mixed uses in the proposed boundaries (refer to map) that could better accompany the businesses located in this area.
4. Amend the zoning regulations definition of “convenience store” to include this type of use. Convenience store is a permissible use in this district.
5. This business can relocate to a commercial zone which would allow this use.

D. 919 W. Zerr Road – Finney County Health Department alternatives:

1. Amend the zoning regulations to include this type of use. Currently, Public Buildings for Substations, Railroads, and Telephone Exchanges are permissible uses in this district. The regulations can be amended to include Public Health Buildings in addition to the other public building uses.
2. Since staff has found evidence that this location was in compliance at the time of the establishment of the use, this would be grandfathered, or be a legal nonconforming use, into the current zoning regulations; and therefore, staff considers this case closed.

E. 2701 N. 11th Street – Path alternatives:



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1. Amend the zoning regulations to include this type of use. Currently, Public Buildings for Substations, Railroads, and Telephone Exchanges are permissible uses in this district. The regulations can be amended to include Public Health Buildings in addition to the other public building uses.
2. Staff has learned that this business will be relocating to the new Finney County facilities building when it is completed which would resolve this case. Therefore, staff considers this case closed.
3. This business can relocate to a zone which would allow this use.

RECOMMENDATION: Staff's recommendations are listed below and we seek further direction from the City Commission:

1. **911 W Mary Street – African Shop and 923 W Zerr – Somalia Wany Mall**
In the two cases of retail use (A and E), staff's first recommendation would be to amend the regulations to allow retail use as a conditional use in industrial districts. However, an amendment has been presented that would allow for this use and it was denied by the Commission. Staff's second recommendation would be to create a new Commercial – Industrial zoning district for the boundary area depicted on the attached map. Staff's final recommendation would be to have the businesses relocate to a proper zone.
2. **913 W. Mary Street – Cash Fast Inc.**
For the Cash Fast, Inc. business, staff's first recommendation would be to amend the regulations to allow this use as a conditional use in industrial districts. Staff's second recommendation would be to create a new Commercial – Industrial zoning district for the boundary area depicted on the attached map. Staff's final recommendation would be to have the business relocate to a proper zone.
3. **919 W. Zerr Road – Finney County Health Department**
For the Finney County Health Department, staff has no recommendations because staff considers the case closed.
4. **2701 N. 11th Street – Path**
For Path, staff recommends the case be considered closed due to the fact that they have plans to relocate. However, it might be awhile before the relocation so staff's second recommendation would be to have the business relocate now.



May 16, 2014

Somalia Wany Mall
923 W. Zerr Road
Garden City, KS 67846

RE: Notice of Zoning Violation at: 923 W. Zerr Road, Garden City, KS

To the Proprietor(s) of Somalia Wany Mall,

The Garden City Code Compliance Department has been notified of a zoning violation that exists at **923 W. Zerr Road**. The reported violation is that this property is operating as a retail business, selling goods to customers that would be considered as a department store. However, this property is zoned I-2, Medium Industrial district, and retail is not a permissible use in this zone.

Retail businesses are permitted in Commercial Districts C-1, C-2, and C-3. To become compliant with the City, you will need to relocate to a location that permits retail businesses.

Therefore, if there is a retail business being operated on this property at **923 W. Zerr Road**, you are hereby notified to discontinue the violation and to relocate the business to an area that will allow this type of business.

To avoid any further action by the City on this matter, please discontinue the alleged violation within **thirty (30) days** of the date of this letter. Please contact the Planning & Community Development Department with any questions or concerns.

Thank you,

Kaleb Kentner, AICP
Planning & Community Development Director

Cc: file

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May 16, 2014

**Cash Fast Inc.
913 W. Mary Street
Garden City, KS 67846**

RE: Notice of Zoning Violation at: 913 W. Mary Street, Garden City, KS

To the Proprietor(s) of 913 W. Mary Street,

The Garden City Code Compliance Department has been notified of a zoning violation that exists at **913 W. Mary Street**. The reported violation is that there is a check cashing business in operation at this property. However, this property is zoned I-2, Medium Industrial district, and "Banks and other savings and lending institutions" are not a permissible use in this zone.

Banks and other savings and lending institutions are permitted in Commercial Districts C-1, C-2, and C-3. To become compliant with the City, you will need to relocate this business to a location that permits this use.

Therefore, if there is a check cashing business operated on this property at **913 W. Mary Street**, you are hereby notified to discontinue the violation and to relocate the business to an area that will allow this type of business.

To avoid any further action by the City on this matter, please discontinue the alleged violation within **thirty (30) days** of the date of this letter. Please contact the Planning & Community Development Department with any questions or concerns.

Thank you,

Kaleb Kentner, AICP
Planning & Community Development Director

Cc: file

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February 14, 2014

African Shop
911 W. Mary Street
Garden City, KS 67846

RE: 911 W. Mary Garden City, KS

To the Proprietor(s) of African Shop,

The Garden City Code Compliance Department has been notified of a zoning violation that exists at **911 W. Mary Street**. The reported violation is that this property is operating as a retail business, selling goods to customers. However, this property is zoned I-2, Medium Industrial district, and retail is not a permissible use in this zone.

Retail businesses are permitted in Commercial Districts C-1, C-2, and C-3. To become compliant with the City, you will need to relocate to a location that permits retail businesses. To further assist you, a zoning map has been included that illustrates the various zones in Garden City.

Therefore, if there is a retail business being operated on this property at **911 W. Mary Street**, you are hereby notified to discontinue the violation and to relocate the business to an area that will allow this type of business.

To avoid any further action by the City on this matter, please discontinue the alleged violation or contact the Planning & Community Development Department within thirty (30) days of the date of this letter.

Thank you,

Carol Davidson
Planning Technician

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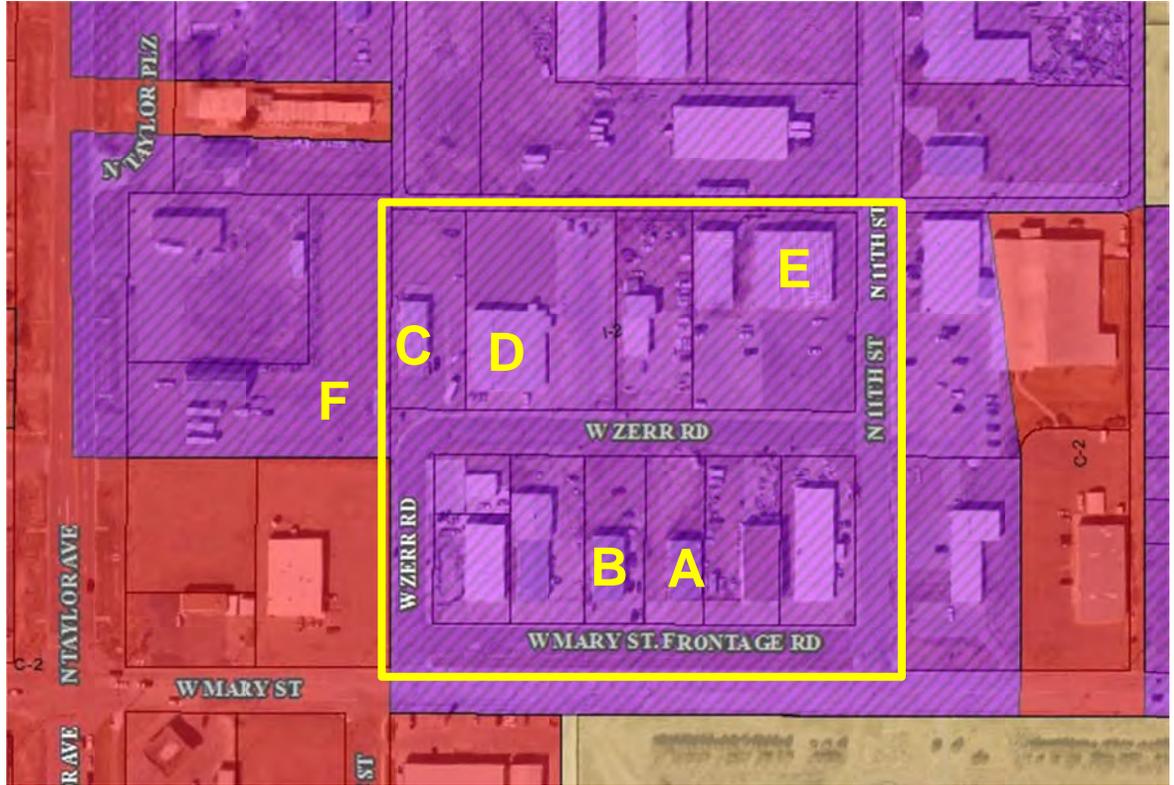
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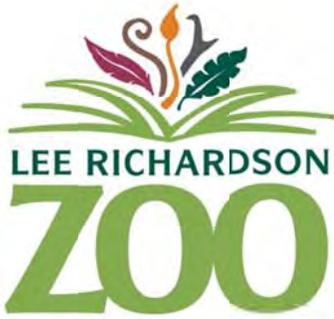
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- "I-2", Medium Industrial District
- "C-2", General Commercial District
- Boundary of the possible new zone

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New Business



11 June 2014

To: Garden City City Commission
Cc: Matt Allen, City Manager
From: Kristi Newland, Zoo Director

Inspiring conservation of
wildlife and wild places.

KRISTI NEWLAND
Director
Kristi.Newland@gardencityks.us

HIRAM THOMAN
Maintenance Foreman
Hiram.Thoman@gardencityks.us

312 Finnup Drive
Garden City, KS 67846

Phone (620) 276-1250
Fax (620)-276-1259
Zoo.Department@gardencityks.us
www.leerichardsonzoo.org

*Lee Richardson Zoo is accredited
by the Association of Zoos and
Aquariums and is dedicated to
recreation, conservation,
education, and scientific studies.*



Re: Approval of Zoo Facility Use and Guidelines Agreement

Issue: The question of other non-profit entities using zoo property for events after zoo hours has come under consideration due to event organizers looking at the zoo as a location for holding evening fund-raising concerts similar to “Blues at the Zoo”, a fund-raiser for zoo improvements which is sponsored/put on by FOLRZ (Friends of Lee Richardson Zoo).

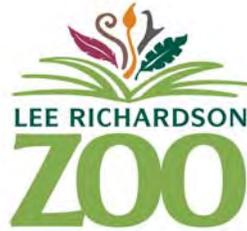
Background: For a number of years Lee Richardson Zoo and FOLRZ have held events to raise funds for zoo improvements. A number of these events occur after regular zoo hours. Tumbleweed Festival is the only other entity that has held events out on zoo grounds after zoo hours. In exchange for using zoo grounds, Tumbleweed Festival allows the zoo to use their tents during the year. Zoo Director Newland and the Zoo Advisory Board have studied and discussed the possibility of other non-profit parties using zoo grounds for events after regular zoo hours as well as reviewed current fees for using the zoo grounds during zoo hours if it impacts general admission (requests closure of zoo to vehicles or vehicles and pedestrians) which were last reviewed in 2010. Past events have shown that if other parties are to use the zoo grounds (specifically the “West Green”) there will be additional staff time involved (preparation of the grounds, providing zoo-related security during the event, and reclamation of the grounds afterwards) as well as added wear and tear on equipment (mowers, broken irrigation lines, etc..) and more supplies needed for grounds maintenance (fertilizer, bug spray, irrigation parts, etc...).

Alternatives:

1. Approve document as passed by Zoo Advisory Board
2. Alter fees in document
 - a. Reduce fees
 - b. Increase fees
3. Have no other users of zoo grounds (West Green) after hours besides Zoo/FOLRZ and Tumbleweed Festival.

Recommendation: Zoo Director Newland and the Zoo Advisory Board recommend approving the document as submitted.

Fiscal Note: For safety reasons zoo staff must be present in sufficient number to assure the safety of the collection, the property, and visitors any time there are visitors on zoo grounds. After hours events will require overtime as current staffing does not permit modification of schedules to cover such events otherwise. Events will also require staff time to prepare the area. More traffic (foot traffic, tents, vehicles, etc...) on the West Green will require more attention and care to maintain the condition and appearance of the grounds.



Zoo Facility Use Guidelines and Agreement

June 2014

The purpose of this policy is to establish rules and guidelines for the use of Lee Richardson Zoo buildings, and grounds, to preserve said property from undue deterioration, and ensure the use of the property is compatible with the mission of the zoo.

The Lee Richardson Zoo (hereinafter referred to as Zoo) is a City-owned zoological park committed to serving the general public by inspiring conservation of wildlife and wild places through its animal collection and a variety of related programs. To this end, the Zoo maintains a 50-acre park with several public facilities and animal exhibits. The Zoo shall give priority to its own exhibits and programs in the use of spaces within its park and facilities. Further, facility use for non-Zoo events must be in compliance with applicable laws.

I. Non-zoo organizations requesting to use the Lee Richardson Zoo gazebo or picnic shelter on the West Green during regular zoo hours in a manner that will not impact general admission and normal use by zoo visitors will be subject to these conditions:

- Under these conditions there is no fee for the use of the gazebo or picnic shelter during regular zoo hours. Said facilities can be reserved on a first come/first served basis. Reservations can be made by calling the Zoo office (620-276-1250) Monday - Friday (8 a.m.-12 p.m., 1 p.m.-5 p.m.).
 - Gazebo is generally used only for weddings and church services
 - No picnic tables allowed on the gazebo
 - If you decorate the shelter or gazebo, staples, nails, thumbtacks, or any such hardware may not be used. Tape may be used if you remove all traces of it.

II. Non-Zoo events that impact general admission and normal use by zoo visitors during regular zoo hours or fall outside of normal zoo hours will be subject to the following fees and conditions:

The Zoo as a department of the City of Garden City follows policies set forth by the department and the City. When allowing for the use of the Zoo for non-Zoo events, the Zoo shall ensure that the comfort and safety of Zoo visitors come first, that the Zoo's animal collection is cared for and protected, and that the contents, buildings, and grounds are secure and maintained.

Event organizers shall provide proof of liability insurance for their event, and coordinate planning with the Zoo Director or other staff or city departments, as directed, regarding use of facilities, grounds, and equipment, including but not limited to: trash cans, electricity, and after-hours access related to the event, as well as the hanging of advertising banners or signs, public barriers for crowd control, access to non-public areas, and security considerations.

Fee shall be payable in advance of the event, with two options available for PAYEE.

Option 1:

Fee payable to Lee Richardson Zoo, City of Garden City, to be applied to a zoo and grounds maintenance fund. (Fees would be credited to the capital project line item in the Capital Improvement Reserve Fund.)

Option 2:

Fee payable to Friends of Lee Richardson Zoo, a 501(c)(3) not-for-profit organization. When paid to FOLRZ, fee would be a tax deductible donation, and would be used for future zoo improvements.

Usage fee may be waived upon the approval of the Zoo Advisory Board and Zoo Director in lieu of a comparable donation of in-kind services or materials to the zoo or FOLRZ during the course of the year in which the event will occur.

Events sponsored by the zoo and FOLRZ are not subject to usage fees as proceeds from these events directly support zoo improvements or further the zoo's mission.

Event organizers agree that no one connected to the event (personnel, volunteers, attendees, etc..) are to harass or otherwise endanger any specimens belonging to the zoo, be it animal or plant, and they will to make every effort to leave the Zoo as they found.

Event organizers/personnel understand that they are obligated to follow Zoo policies and guidelines, and instructions given to them by Zoo staff (City of Garden City employees) while the event takes place on Zoo premises (property of the City of Garden City).

Zoo staff will conduct an inspection of the applicable Zoo property following the event and determine if damage has occurred or if the condition of the used space or property require more than ordinary clean-up. Such will be documented and the event organizers will be notified. The inspection will happen during the morning of the next day if the event ends after dark. The event organizers will repay the Zoo the cost of replacement/repairing the damage or for the time for clean-up (or return and finish the clean-up themselves in a timely fashion). If the event organizers fail to repay, the City of Garden City may seek payment through any legal process and deny the event organizers, or the related organization, the ability to use the Zoo and/or City facilities for events in the future.

II a. Non-Zoo event that impact general admission and normal use by zoo visitors during regular zoo hours will be subject to the following fees and conditions:

- **Closure of entire zoo (to vehicles and pedestrians) for any part of a day,
FEE: 3000.00 per day, \$300 per hour**
- **Closure of zoo to vehicular traffic only (i.e. resulting from fencing off West Green) while still allowing free pedestrian admission with minimal impact on zoo animal exhibit viewing.

FEE: 1000.00 per day, \$100 per hour**

Open to vehicles 10-4 (6 hrs Nov- April 1) or 8- 4 (8 hrs Sept/Oct) or 8-6 (10 hrs April – early Sept).
Open to pedestrians 8-5 Sept – April 1 (9 hrs), 8-7 April 1-Sept (11 hrs)

II b. Non-zoo organizations requesting to use the Lee Richardson Zoo grounds for events after regular zoo hours shall be subject to the following fees and conditions:

- **Use of “West Green” after regular zoo hours for non-profit events involving a separate event admission charge to enter the event/zoo.**

Non-Profit Events: Rates available for community partners registered as 501c3 non-profits; events must adhere to Lee Richardson Zoo’s Facility Use Guidelines and Agreement. Approvals of events are at the discretion of the Zoo Director. If events are fundraising in nature, the focus of the fundraising may not be in competition with Lee Richardson Zoo’s fundraising priorities/mission.

Location Description

West Green is an open-air, grass area located within the perimeter fence of Lee Richardson Zoo. It offers one picnic shelter, one gazebo, shade trees, numerous picnic tables, 2 small grills at the picnic shelter, access to the “Triangle” restrooms, and use of trash containers normally on site.

- There is very limited artificial light at the West Green or along the zoo roads so we encourage events to end in time to complete clean up by 10:30 or 11 pm at the latest.
- There is no access to potable water at the West Green. (Drinking fountain at nearby “Triangle” restroom is seasonally operational.)

FEE

After regular zoo hours until midnight (including tear down): \$1500 base price

Close zoo early to vehicles only: \$100 per hour

Close zoo early to vehicles and pedestrians: \$ 300 per hour

Event or event tear down goes beyond midnight (or event tear down occurs after zoo hours on subsequent days): \$200 per hour

This does not include any animal exhibits being open for attendees past normal zoo hours. Exhibits, animal demos, discovery carts would be extra and can be discussed with the zoo director.

III. If interested in using the Fynnup Center for Conservation Education, please see Use Policy for that building.

Zoo Usage Guidelines

Zoo staff present at events will provide security for the zoo in accordance with zoo policies and USDA regulations as well as zoo restroom checks if needed (discuss with Zoo Director prior to event). Zoo staff will be at the facility for the duration of any events (set up and tear down included) on zoo grounds outside of Finnup Center for Conservation Education (FCCE) and have the authority to enforce all Zoo rules and regulations. Zoo staff are authorized to expel guests who violate Zoo policies or who compromise, in any way, the safety of visitors or security of the facilities, grounds and animals.

Sound limits for animal safety/health: the zoo reserves the right to request noise level reduction for the health and safety of the animals.

- Stages and amplifiers should be aimed away from animal exhibits whenever possible.
- Maximum 110dB limit at the stage area of concerts or events (if zoo animal agitation results, zoo staff will request a reduction in order to provide for the safety of the animals and the guests. Event organizers agree to comply with the requested reduction).
 - If in close proximity to and/or pointed toward animal exhibits, the sound level may need to be reduced.

Event organizers must coordinate/supply:

- Electrical needs (if beyond zoo capabilities, Electrical department must be involved)
 - Heavy duty outdoor extension cords that reach power source.
- Trash containers (if extra are needed or dumpsters need emptied during event)
 - If event needs more containers than regularly on West Green, event organizers should discuss availability of more with Zoo Director. If the number of trash containers needed is beyond the Zoo's supply, Public Works department must be contacted by event organizers for poly carts.
 - If additional trash cans are supplied by the zoo, liners for said cans must be supplied by event organizers.
 - Trash cans/poly carts must be emptied during event tear down by event personnel
 - If dumpsters need emptied during a multi-day event, event organizers must request this from Public Works Department
 - If more dumpsters are needed for the event, event organizers must request this from Public Works Department
- Permits if needed (i.e. alcohol, noise, etc..)
 - Event organizers must inform Zoo Director of plans to serve/sell alcoholic and/or cereal malt beverages at the event, and if approved by Zoo Director, must submit request to City Commission for a permit
 - Zoo staff must approve the use of glass containers, prior to the event, to ensure the safety of our grounds and animals.
 - Event organizers must
 - ensure that a guest does not leave the event premises with an opened container of alcohol, as prohibited by law.
 - ascertain that such beverages are not sold to/possessed or consumed by minors under the age of 21.
- Security (crowd control, if alcoholic/cereal malt beverages are involved, if set ups or equipment are being left over night)
 - Security for event attendees or equipment, beyond what is offered by the zoo staff and perimeter fence, is the responsibility of the event organizers.

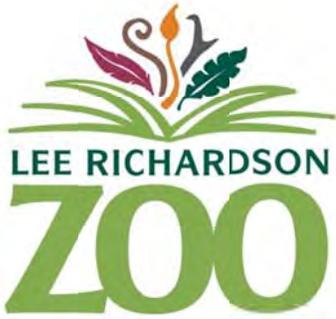
- i.e. for decorations, equipment, etc.. set up/used for the event if left unattended
 - Irresponsible drinking should be addressed by event personnel before it becomes an issue for zoo staff or police to handle
- Set up and tear down of tents, stages, tables, chairs, bleachers, etc... (must coordinate locations with Zoo to avoid damaging irrigation lines)
 - Zoo staff must be on zoo grounds during set up and tear down of events outside of FCCE but are not responsible for setting up or tearing down.
 - If set up or tear down occurs during hours when the zoo is open to the public, obstructing the flow of vehicle traffic or other impacts on visitors' experience at Lee Richardson Zoo is to be kept to a minimum
 - Artificial lighting is minimal at West Green so Event organizers should plan accordingly
- Zoo access points: During regular zoo operating hours, the only gates open will be the vehicle access gate at 4th street and the pedestrian entrance gate (the Arches). Access through other gates during zoo hours or access after-hours if essential to the event can be discussed with the Zoo Director.
 - Event organizer must supply personnel to man any gates that the Zoo Director agrees can be open for the essential operation of the event while maintaining the safety of the zoo beyond the zoo gates that are open (staffed) for regular daily operation of the zoo.
 - Zoo perimeter gates must be manned at all times when open. If any gate is found unmanned, zoo staff will close that gate.
- If needed, event organizers must supply garden hoses, trash can liners, chairs, tables, port-a-potties, tents, etc...
 - For events with estimated total attendance of 500 or more, the event organizers are required to arrange for at least 3 port-a-potties (one must be handicap accessible) from a local company. This will be billed directly to the event organizer from the vendor.
- Supply proof of liability insurance for their event

Event organizers agree

- To preserve the environment for other users, driving vehicles on the grass is strictly prohibited unless written permission has been received from the Zoo Director prior to the event.
 - driving on the grass/parking on the grass is to be kept to an absolute minimum even with permission from the Zoo Director (i.e. when equipment is too heavy to carry and parking will prevent back and forth trips)
 - If bringing private utility vehicles to use on zoo grounds during event for transportation of equipment, etc... such must be disclosed to and approved by zoo staff prior to the event.
 - Every effort should be made to limit damage to the grounds (discuss specifics with zoo staff prior to event, plywood down for heavy vehicles, watch for and avoid marked irrigation heads, and boxes)
 - any vehicles associated with the event must be driven safely and in accordance with zoo policies (speed limit, direction of traffic, etc..).
- Discuss entry points for set up/tear down vehicles/personnel (number of free admissions through 4th street gate requested, use of shop automatic gate), all vehicles to follow direction of visiting traffic flow through zoo whenever possible, deviations must be discussed with Zoo Director.

- Vendor carts/wagons are to stay on the road unless otherwise previously arranged with Zoo staff
- All roadways, exits, emergency vehicle access points are to remain accessible.
- The Zoo has the right to limit any equipment on Zoo grounds including vending machines, Amusement rides or games
 - No inflatables/moonwalks without liability insurance
- Deliveries for events must be done while event personnel are present unless otherwise arranged with/approved by zoo staff.
- To make every effort to leave the Zoo as they found
- No one connected to the event (personnel, volunteers, attendees, etc..) is to harass or otherwise endanger any specimens belonging to the zoo, be it animal or plant.
- Access is limited to the agreed upon areas of the zoo discussed for the event.
- Zoo staff is not responsible for loading/unloading event vehicles or transporting items.
- Zoo reserves the right to not allow a musical or entertainment act based on visitor and/or animal safety concerns, noise restrictions, or power requirements.
- Zoo is open 360 days a year and events are held rain or shine.
 - Zoo is not responsible for providing an alternative location or additional shelters in event of bad weather.
- No alcohol/cereal malt beverages on grounds (permit must be requested of and approved by City Commission- event holder must make request after informing/approval of Zoo Director)
- Follow all Zoo policies as well as city, county, state and federal law and ordinances, which apply to the event.
- No dogs/pets allowed
 - only zoo animals and native wild animals allowed on property without permission of the Zoo Director
 - Service animals permitted according to ADA policy
- No smoking on zoo grounds (outside of zoo perimeter fence or in private vehicles only – please keep cigarette butts in the vehicle or dispose of properly if you're on grounds)
- The Event organizer is responsible for informing attendees of the zoo's no smoking and no pets policy.
- Event personnel will pick up and properly dispose of any litter generated.
- If using a charcoal grill, please use the grills provided. If this is not possible, you may bring your own grill. Do not place any coals in dumpsters or on the grass. They must be taken with you. Also, large, trailer type grills may not be parked on the grass.
- Please do not discard large quantities of ice (like coolers full of ice) on the grass. Ice can be dumped directly on the edge of the pavement or in mulched areas.
- If you decorate the shelter or gazebo, staples, nails, thumbtacks, or any such hardware may not be used. Tape may be used if you remove all traces of it.

Use of train, shuttle, or access to Safari Shoppe must be discussed/coordinated with FOLRZ.



Inspiring conservation of
wildlife and wild places.

KRISTI NEWLAND
Director
Kristi.Newland@gardencityks.us

HIRAM THOMAN
Maintenance Foreman
Hiram.Thoman@gardencityks.us

312 Finnup Drive
Garden City, KS 67846

Phone (620) 276-1250
Fax (620)-276-1259
Zoo.Department@gardencityks.us
www.leerichardsonzoo.org

*Lee Richardson Zoo is accredited
by the Association of Zoos and
Aquariums and is dedicated to
recreation, conservation,
education, and scientific studies.*

ACCREDITED BY THE
**ASSOCIATION
OF ZOOS &
AQUARIUMS**

Memorandum

11 June 2014

To: Garden City City Commission
Cc: Matt Allen, City Manager

From: Kristi Newland, Zoo Director

Ref: Zoo Advisory Board Member Recommendations

The Zoo Advisory Board currently has one vacancy created by the expiring term of Elaine Lott. Board member Debbie Reynolds has completed one term and is interested in serving a second.

The Board would like to make the following recommendation for filling the open seat.

The Board recommends the appointment of Jami Kilgore for the open seat, and the reappointment of Debbie Reynolds for another term, all effective July 2014, each for three year terms. Ms. Kilgore is excited about the opportunity to serve the city and the zoo, and her application is attached for your consideration.

GARDEN CITY IS MY TOWN TOO!

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

NAME: Jami Kilgore_____

HOME PHONE: 290-3983

ADDRESS: 101 Chelsey Court

WORK PHONE: 275-7248

OCCUPATION (if employed): Surgery Counselor/Study Coordinator

PLACE OF EMPLOYMENT: Fry Eye Associates

HOW LONG HAVE YOU BEEN A RESIDENT OF GARDEN CITY? Life long, 36 years.

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

I was born and raised in Garden City, I have enjoyed the Zoo and parks as a child and now have children of my own that enjoy them as well. I have recently went part time and have been looking for volunteer opportunities in the community. I want to be involved and give back as well as teaching my children the importance of volunteering and being involved in the community. The Zoo has always been a special place for me and my family and I would like to be a part of making it better for future generations.

OTHER APPLICABLE EXPERIENCE: I currently serve on the Broncbuster Athletic Association Board at Garden City Community College, helping to plan events and raise money for athletic scholarships.

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

Airport

Lee Richardson Zoo

Alcohol Fund Advisory Board

Parks & Tree

Building Board of Appeals

Planning Commission

Cultural Relations

Plumbing/Mechanical

Electrical Examiners

Police/Citizen

Environmental Issues

Recreation Commission

Golf

Traffic Committee

Landmarks Commission

Zoning Board of Appeals

Local Housing Authority

Youth Council

Consent Agenda

MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 4 June 2014

RE: SCHULMAN AVENUE WIDENING & LAREU ROAD EXTENSION

ISSUE

A Right-of-way deed from Mosaic Housing Corp. XX – Garden City, for Lareu Road right-of-way south of Schulman Avenue, is ready for Governing Body consideration and acceptance.

BACKGROUND

The Schulman Crossing Phase 1 improvements included widening of Schulman Avenue which necessitated acquisition of additional right-of-way for the extension of Lareu Road south of Schulman. This was necessitated by the need to close the frontage road connection along the west side of KUPK. We have been working with Mosaic for the past year, but due to their mortgage with HUD, they were unable to sign the deed until HUD's recent partial release of the mortgage.

ALTERNATIVES

The Governing Body may approve or reject the deed.

RECOMMENDATION

Staff recommends acceptance of the deed.

FISCAL

This cost is included in the Schulman Crossing Phase 1 TIF project.



Engineering Department

Steven F. Cottrell, P.E.,
City Engineer

C.W. Harper, P.E.
Assistant City Engineer

CITY ADMINISTRATIVE
CENTER
301 N. 8TH
P.O. BOX 998
GARDEN CITY, KS
67846-0998
620.276.1130
FAX 620.276.1137
www.garden-city.org

WARRANTY DEED

MOSAIC HOUSING CORP. XX - GARDEN CITY

CONVEYS AND WARRANTS TO

The City of Garden City, Kansas, a municipal corporation,

all of the following described REAL ESTATE in the County of Finney and the State of Kansas, to-wit:

Beginning at the Northwest Corner of Lot 1, Block 2, Heritage Place Second Addition, thence East along the North line of said Lot, to the Northeast corner of Lot 1; thence South along the East line of said Lot 1, 10.00 feet; thence West along a line 10.00 feet South of, as measured perpendicular to and parallel with, the North line of said Lot, a distance of 231.80 feet; thence Southerly to a point on the West line of said lot, which is 141.18 feet North of the Southwest corner of Said Lot 1; thence North along the West line of said lot 321.80 feet to the Point of Beginning. Said tract contains 5,272 square feet, more or less.

For the sum of \$10.00 and other good and valuable consideration.

RESERVING UNTO the Grantor, its successors and assigns, all vested water rights and rights to appropriate water appurtenant to the above-described property.

EXCEPT AND SUBJECT TO: Easements, restrictions, reservations, and leases of record.

Dated June 4, 2014.

MOSAIC HOUSING CORP. XX - GARDEN CITY

[Signature]

, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

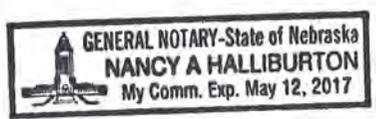
BE IT REMEMBERED, that on the 4th day of June, 2014, before me, a Notary Public in and for the County and State aforesaid, came [Signature] and _____ who are personally known to me to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

My Commission Expires: May 12th 2017

[Signature]

Notary Public





**OFFER TO PURCHASE
STATEMENT OF COMPENSATION**

May 7, 2013

Project: Schulman Avenue Widening
City of Garden City
Location: **Lot 1, Block 2, Heritage Place Second Addition**
Address: **3002 E. Schulman Avenue**

MOSAIC HOUSING CORP. XX - GARDEN CITY
4980 S. 118th St.
Omaha NE 68137

**Engineering
Department**

Steven F. Cottrell, P.E.,
City Engineer

Alex L. Mestdagh, P.E.
Assistant City Engineer

Gentlemen:

The City of Garden City, Kansas, has approved a program for the widening of Schulman Avenue from US-50/83/400 to Jennie Barker Road. To accomplish the anticipated improvements, it will be necessary to acquire certain real property as indicated on the engineering plan; and more particularly described on the instruments which are provided for signatures, if you are receptive to the offer.

All owners are required to be fully informed of their rights to receive just compensation for the acquisition of property for a highway project. The City has included a Kansas Department of Transportation (KDOT) brochure, which explains the land acquisition process under Federal and State law and the owner's rights, privileges, and obligations for your review.

Based upon fair market value of such real property, as determined by established legal procedures, the City of Garden City, Kansas, offers you \$2.25 per square foot or the sum of \$11,862.00 for real property to be acquired as right-of-way.

A qualified individual based this offer upon a review and analyses of available data. We would hope that you favorably consider this offer. Should you have additional questions or concerns regarding this matter, please contact me at 276-1132 at your earliest convenience.

We would ask that you respond to this offer to purchase at your earliest convenience. Thank you for your time and cooperation.

Sincerely,

Steven F. Cottrell, PE
City Engineer

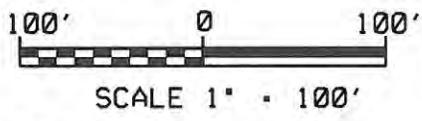
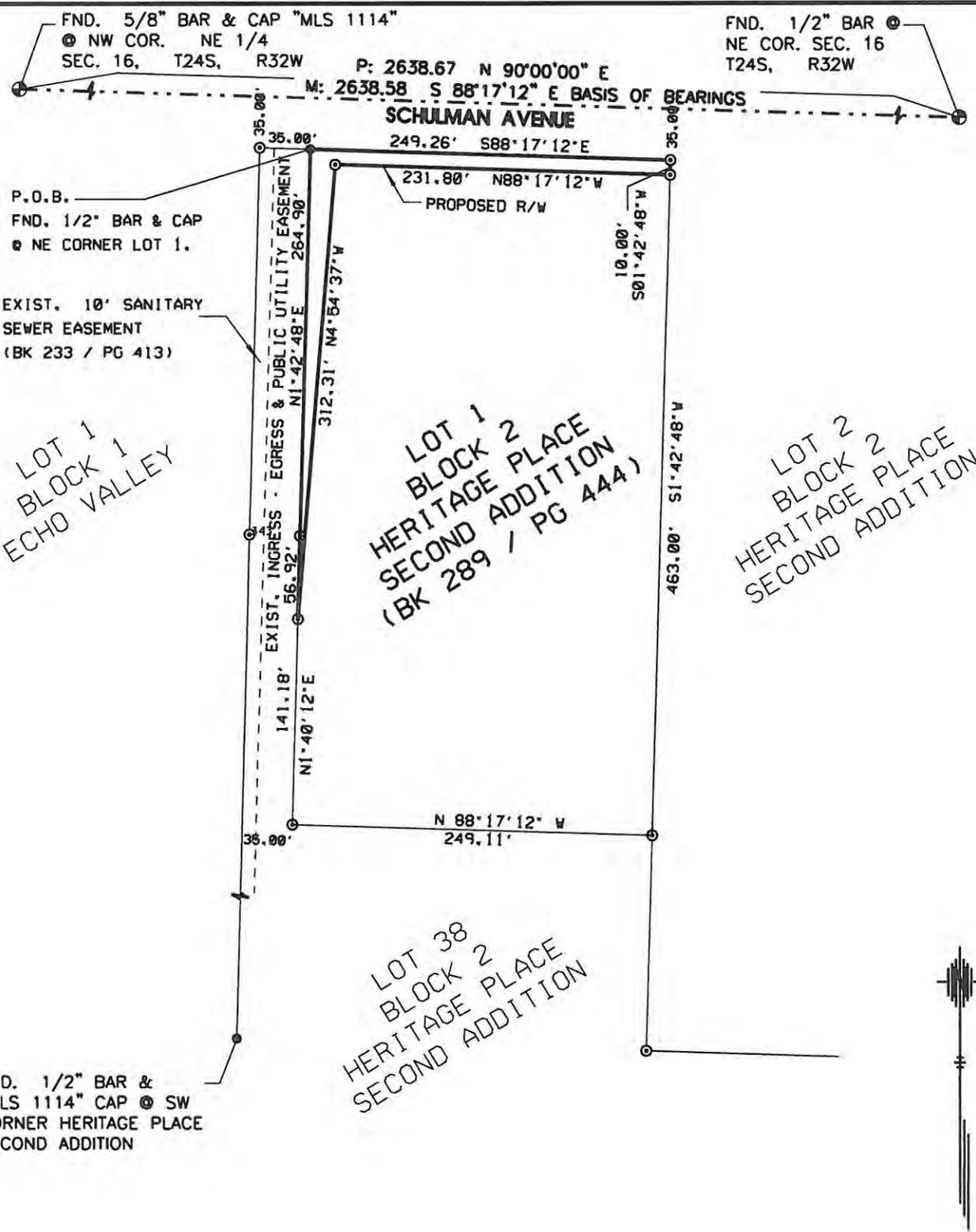
Encl.

CITY ADMINISTRATIVE
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GARDEN CITY, KS
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FAX 620.276.1137
www.garden-city.org

Plot Date/Time: 5/21/2013 12:07:53 PM

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SURVEY NOTES

- 1) Basis Of Bearings = S88°17'12"E along the North line of the NE 1/4 of Section 16, T-24-S, R-32-W.
- 2) See Page 2 of 2 for Proposed Legal Descriptions.
- 3) Found Monuments shown are as of 7-10-2012.
- 4) All Distances shown are Measured unless otherwise noted.
- 5) All Bearings shown are Measured unless otherwise noted.
- 6) All Monuments shown are of "UNKNOWN ORIGIN" unless otherwise noted.

LEGEND

- FOUND MONUMENT
- SET 5/8" BAR & "LOCHNER LS-236" CAP
- ⊙ TEMPORARY/CALCULATED POINT
- ⊕ FOUND OR SET CHISELED "+" IN CONCRETE
- ⊙ SECTION CORNER
- C: CALCULATED FROM MEASUREMENT OR RECORD
- D: RECORDED MEASUREMENT PER LEGAL DESCRIPTION
- M: MEASUREMENT PER THIS SURVEY
- R: RECORDED MEASUREMENT PER PLAT
- - - SECTION LINE
- — — PROPERTY LINE
- - - EXISTING RIGHT OF WAY/ROADWAY EASEMENT
- - - EXISTING EASEMENT
- — — PROPOSED RIGHT OF WAY
- - - PROPOSED EASEMENT OR TEMPORARY RIGHT OF ENTRY

LOCHNER

2335 E. Crawford Street | Salina, Kansas 67401-3713
P 785.827.3603 | F 785.827.3029

PARCEL #10 TRACT #01 MOSAIC HOUSING CORP.

DESIGNED BY	DRAWING NAME	PROJECT NO.
ALS	6902-P10T01.dgn	0000-06902
CHECKED BY	REFERENCE SHEET	REVISION DATE
DLK		

SHEET

1/2

ISSUE DATE
5/21/2013



To: City Commission
From: Rachelle Powell
Date: June 4, 2014
RE: Supplemental Agreement #1

Issue

Governing Body consideration and approval of Supplemental Agreement #1 to the Master Agreement between the City of Garden City and HNTB Corporation.

Background

The Governing Body approved the Master Agreement on January 21, 2014. The FAA conducted a review of the Master Agreement and noticed the required contract provisions for the Airport Improvement Program were absent. The Supplemental Agreement #1 will incorporate the contract provisions into the Master Agreement.

Alternatives

1. Governing Body consideration and approval of Supplemental Agreement #1 to the Master Agreement between the City of Garden City and HNTB Corporation.
2. Governing Body consideration and disapproval of Supplemental Agreement #1 to the Master Agreement between the City of Garden City and HNTB Corporation.
3. Governing Body provide guidance for staff.

Recommendation

Governing Body consideration and approval of Supplemental Agreement #1 to the Master Agreement between the City of Garden City and HNTB Corporation.

Fiscal Note

The Supplemental Agreement #1 does not contain financial obligations. Financial obligations are agreed upon in Task Orders for a specific project.

SUPPLEMENTAL AGREEMENT #1

This Supplemental Agreement, Number 1, to the MASTER AGREEMENT between the City of Garden City, Kansas (Owner) and HNTB Corporation (HNTB) is made effective as of

_____.

The following Exhibit C, "Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors" shall be incorporated and replace Exhibit C of the original Master Agreement.

Except to the extent modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

City of Garden City, Kansas
(Owner)

Signature _____

Name: _____

Title: _____

Date: _____

HNTB Corporation
(HNTB)

Signature:  _____

Name: Michael R. Hess

Title: Vice President

Date: 06/02/2014



**FAA
Airports**

Required Contact Provisions for Airport Improvement Program and for Obligated Sponsors

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1. REQUIRED CONTRACT PROVISIONS.

Federal laws and regulations require that specific contract provisions be included in certain contracts, requests for proposals, or invitations to bid **whether or not** the contracts are federally-funded. This requirement is established within the grant assurances. Other contract provisions are required to be in federally-funded contracts, including all subcontracts. For purposes of determining requirements for contract provisions, the term **contract** includes subcontracts.

The type and magnitude of a project determines whether a provision is required. Some Federal provisions have dollar thresholds that define when they are applicable. The majority of the Federal provisions may be incorporated within the contract itself. However, certain Federal notices are required to be identified within the Notice-to-Bidders.

1.1. GENERAL REQUIREMENT FOR CONTRACTS.

In general, the sponsor must:

- 1) Physically incorporate these contract provisions (not simply by reference) in each contract funded under AIP;
- 2) Require the contractor (including all subcontractors) to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
- 3) Require the contractor (or subcontractor) to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
- 4) Require that the prime contractor be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
- 5) Not modify the provisions. Minor additions covering state or sponsor requirements may be included in a separate supplemental specification, provided they do not conflict with federal laws and regulations and do not change the intent of the required contract provision.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

1.2. GENERAL REQUIREMENT FOR REQUESTS FOR BIDS (ADVERTISEMENT) AND NOTICE TO BIDDERS

In general, the sponsor may incorporate certain provisions *by reference* in the Request for Bids (the Advertisement) rather than including the entire text of the provision in the Request or Notice. The provisions that can be incorporated by reference in the Request or Notice are:

- 1) Buy American Preference

- 2) Foreign Trade Restriction
- 3) Davis Bacon
- 4) Affirmative Action
- 5) Governmentwide Debarment and Suspension
- 6) Governmentwide Requirements for Drug-free Workplace

1.3. GENERAL REQUIREMENTS FOR ALL CONTRACTS ENTERED INTO BY OBLIGATED SPONSORS.

Where noted, the sponsor must include certain notifications in contracts or solicitations for proposals regardless of funding source.

1.4. FAILURE TO COMPLY WITH PROVISIONS.

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

- 1) Withhold progress payments or final payment,
- 2) Terminate the contract,
- 3) Seek suspension/debarment, or
- 4) Any other action determined to be appropriate by the sponsor or the FAA.

1.5. REQUIRED CONTRACT PROVISIONS.

The following list summarizes the contract provisions and to what types of contracts the provisions apply:

All Contracts Regardless of Funding Source

- a. Civil Rights – General
- b. Civil Rights – Title VI
- c. Affirmative Action Plan

All AIP Funded Contracts

- a. Access to Records and Reports
- b. Buy American Preferences
- c. Civil Rights – General
- d. Civil Rights - Title VI
- e. Disadvantaged Business Enterprises
- f. Energy Conservation Requirements
- g. Federal Fair Labor Standards Act (Minimum Wage)
- h. Lobbying and Influencing Federal Employees
- i. Occupational Safety and Health Act

- j. Rights to Inventions
- k. Trade Restriction Clause
- l. Veteran's Preference

Additional Provisions for AIP Funded Contracts that are \$2,000 and greater

- a. Copeland Anti-Kickback
- b. Davis Bacon Requirements

Additional Provisions for AIP Funded Contracts that are \$10,000 and greater

- a. Affirmative Action
- b. Equal Employment Opportunity
- c. Nonsegregated Facilities
- d. Termination of Contract

Additional Provisions for AIP Funded Contracts that are \$25,000 and greater

- a. Debarment and Suspension

Additional Provisions for AIP Funded Contracts that are \$100,000 and greater

- a. Breach of Contract
- b. Clean Air and Water Pollution Controls
- c. Contract Work Hours and Safety Standards

2. ACCESS TO RECORDS AND REPORTS.

(Reference: 2 CFR § 200.326, 2 CFR § 200.333)

2.1. APPLICABILITY.

Applies to all AIP-funded projects and must be included in all contracts and subcontracts.

2.2. MANDATORY CONTRACT LANGUAGE.

The mandatory language that must be used on AIP funded project contracts is as follows:

ACCESS TO RECORDS AND REPORTS

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

3. AFFIRMATIVE ACTION REQUIREMENT.

(Reference: 41 CFR part 60-4, Executive Order 11246)

3.1. APPLICABILITY.

Incorporate in all construction contracts and subcontracts that exceed \$10,000. This notice must be placed within the solicitation for proposals. The goals for minority participation are dependent upon the Economic Area (EA) and Standard Metropolitan Statistical Area (SMSA). Refer to Volume 45 of the Federal Register dated 10/3/80. Page 65984 contains a table of all EA and SMSA and their associated minority goals. Executive Order 11246 has set a goal of 6.9% nationally for female participation for all construction contractors.

3.2. MANDATORY CONTRACT LANGUAGE.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:
 - A. Timetables
 - B. Goals for minority participation for each trade (Vol. 45 Federal Register pg. 65984 10/3/80)
 - C. Goals for female participation in each trade (6.9%)

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor is also subject to the goals for both federally funded and non-federally funded construction regardless of the percentage of federal participation in funding.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractor's goals, shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director, Office of Federal Contract Compliance Programs (OFCCP), within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is [insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any].

3.3. AFFIRMATIVE ACTION PLAN.

The Department of Labor is responsible for administering the Executive Order 11246, which contains requirements for an Affirmative Action Plan. This Plan is similar in content and requirements to the affirmative action plan required in 49 CFR Part 152 subpart e. 49 CFR Part 152 applied to grants issued under the Airport Development Aid Program, which was replaced by the Airport Improvement Program.

4. BREACH OF CONTRACT TERMS.

(Reference 2 CFR § 200 Appendix II(A))

4.1. APPLICABILITY.

This provision is required in all contracts that exceed the simplified acquisition threshold. This threshold, fixed at 41 USC 403(11), is presently set at \$100,000.

4.2. MANDATORY CONTRACT LANGUAGE.

The regulation does not prescribe mandatory language, however the following clause represents sample language that meets the intent of 2 CFR § 200 Appendix II(A). This provision requires grantees to incorporate administrative, contractual or legal remedies in instances where contractors violate or breach contract terms.

BREACH OF CONTRACT TERMS

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

5. BUY AMERICAN PREFERENCE.

(Reference: 49 USC § 50101)

5.1. APPLICABILITY.

The sponsor must meet the Buy American preference requirements found in 49 USC § 50101 in all AIP-funded projects. The Buy America requirements flow down from the sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The Buy American preference also applies to professional service agreements if the agreement includes any manufactured product as a deliverable.

5.2. REQUIREMENTS.

The Buy-American preference requirements established within 49 USC § 50101 require that all steel and manufactured goods used on AIP projects must be produced in the United States. It also gives the FAA the ability to issue a waiver to the sponsor to use other materials on the AIP funded project. The FAA requires that these waivers be requested in advance of use of the materials on the AIP funded project. The sponsor may request that the FAA issue a waiver from the Buy American preference requirements if the FAA finds that:

- 1) applying the provision is not in the public interest;
- 2) the steel or manufactured goods are not available in sufficient quantity or quality in the United States;
- 3) the cost of components and subcomponents produced in the United States is more than 60 percent of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number (such as specific airport lighting equipment) is considered the equipment in this case. For construction of a facility, the application of this subsection is determined after bid opening;
or
- 4) applying this provision would increase the cost of the overall project by more than 25 percent.

5.3. NATIONAL BUY AMERICAN WAIVERS WEBSITE.

The FAA Office of Airports maintains a list of equipment that has received waivers from the Buy American preference requirements on the http://www.faa.gov/airports/aip/buy_american/ website. Products listed on the Nationwide Buy American Waivers Issued list do not require a project specific Buy American preference requirement waiver from the FAA.

5.4. MANDATORY CONTRACT LANGUAGE.

The mandatory language that must be used on AIP funded project contracts is as follows:

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
- a) Only installing steel and manufactured products produced in the United States; or
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic products

3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
 4. To furnish US domestic product for any waiver request that the FAA rejects.
 5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States, or;
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

6. CIVIL RIGHTS - GENERAL.

(Reference: 49 USC § 47123)

6.1. APPLICABILITY.

The General Civil Rights Provisions found in 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520, apply to all AIP-funded projects. This provision is in addition to the Civil Rights – Title VI provisions.

6.2. MANDATORY CONTRACT LANGUAGE.

The mandatory language that must be used on AIP funded project contracts is as follows:

GENERAL CIVIL RIGHTS PROVISIONS

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

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

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

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

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

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

7. CIVIL RIGHTS – TITLE VI ASSURANCES.

Appropriate clauses from the Standard DOT Title VI Assurances must be included in all contracts and solicitations. The clauses are as follows:

- 1) Title VI Solicitation Notice
- 2) Title VI Clauses for Compliance with Nondiscrimination Requirements.
- 3) Title VI Required Clause for Land Interests Transferred from the United States
- 4) Title VI Required Clause for Real Property Acquired Or Improved by the sponsor subject to the nondiscrimination Acts and Regulations.
- 5) Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program
- 6) Title VI List Of Pertinent Nondiscrimination Statutes And Authorities

7.1. APPLICABILITY.

The sponsor must insert the **Title VI Solicitation Notice** in:

- 1) All solicitations for bids, requests for proposals work, or material subject to the nondiscrimination acts and regulations made in connection with Airport Improvement Program grants; and
- 2) All proposals for negotiated agreements regardless of funding source

The Sponsor must insert the **Title VI required contract clause** and the **Title VI list of Pertinent Nondiscrimination Statutes and Authorities** in every contract or agreement, unless the sponsor has determined and the FAA has agreed, that the contract or agreement is not subject to the nondiscrimination Acts and the Regulations.

The sponsor must insert the clauses of **Title VI Clauses for Deeds Transferring United States Property**, 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.

The sponsor must include the **Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, Or Program**, the **Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program**, and the **Title VI List of Pertinent Nondiscrimination Authorities**, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties:

- 1) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- 2) 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.

7.2. MANDATORY CONTRACT LANGUAGE.

7.2.1. Title VI Solicitation Notice

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

Title VI Solicitation Notice:

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

7.2.2. Title VI Clauses for Compliance with Nondiscrimination Requirements

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

Compliance with Nondiscrimination Requirements

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

7.2.3. Title VI Clauses for Deeds Transferring United States Property

(Source: Appendix B of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the ***(Title of Sponsor)*** will accept title to the lands and maintain the project constructed thereon in accordance with ***(Name of Appropriate Legislative Authority)***, for the ***(Airport Improvement Program or***

other program for which land is transferred), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **(Title of Sponsor)** all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in **(Exhibit A attached hereto or other exhibit describing the transferred property)** and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **(Title of Sponsor)** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **(Title of Sponsor)**, its successors and assigns.

The **(Title of Sponsor)**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the **(Title of Sponsor)** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

7.2.4. Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

(Source: Appendix C of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the ***(Title of Sponsor)*** pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, ***(Title of Sponsor)*** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the ***(Title of Sponsor)*** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the ***(Title of Sponsor)*** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

7.2.5. Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

(Source: Appendix D of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **(Title of Sponsor)** pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, **(Title of Sponsor)** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, **(Title of Sponsor)** will there upon revert to and vest in and become the absolute property of **(Title of Sponsor)** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

7.2.6. Title VI List of Pertinent Nondiscrimination Authorities

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

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

8. CLEAN AIR AND WATER POLLUTION CONTROL.

(Reference: 2 CFR § 200 Appendix II(G))

8.1. APPLICABILITY.

Incorporate in all professional service agreements, construction contracts and subcontracts that exceed \$100,000.

8.2. MANDATORY CONTRACT LANGUAGE.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractors and subcontractors agree:

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

9. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS.

(Reference: 2 CFR § 200 Appendix II (E))

9.1. APPLICABILITY.

Incorporate in all professional service agreements, construction contracts and subcontracts that exceed \$100,000.

9.2. MANDATORY CONTRACT LANGUAGE.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

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

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

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

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

10. COPELAND “ANTI-KICKBACK” ACT

(Reference: 2 CFR § 200 Appendix II(D), 29 CFR parts 3 & 5)

10.1. APPLICABILITY.

Incorporate into all construction contracts and subcontracts that exceed \$2,000 and are financed under the AIP program.

10.2. MANDATORY CONTRACT LANGUAGE.

The United States Department of Labor Wage and Hours Division oversees the Copeland “Anti-Kickback” Act requirements. All contracts and subcontracts must meet comply with the Occupational Safety and Health Act of 1970.

United States Department of Labor Wage and Hours Division can provide information regarding any specific clauses or assurances pertaining to the Copeland “Anti-Kickback” Act requirements required to be inserted in solicitations, contracts or subcontracts.

11. DAVIS-BACON REQUIREMENTS.

(Reference: 2 CFR § 200 Appendix II(D))

11.1. APPLICABILITY.

Incorporate into all construction contracts and subcontracts that exceed \$2,000 and are financed under the AIP program.

11.2. MANDATORY CONTRACT LANGUAGE.

The mandatory language is as follows:

DAVIS-BACON REQUIREMENTS

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an

additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2 Withholding.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly

payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to

submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on

the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance With Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance With Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

12. DEBARMENT AND SUSPENSION (NON-PROCUREMENT).

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

12.1. APPLICABILITY.

The contract agreement that ultimately results from this solicitation is a “covered transaction” as defined by Title 2 CFR Part 180. Bidder must certify at the time they submit their proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. The bidder with the successful bid further agrees to comply with Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”.

Incorporate in all contracts and subcontracts that exceed \$25,000.

12.2. MANDATORY CONTRACT LANGUAGE.

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

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

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

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

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

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

13. DISADVANTAGED BUSINESS ENTERPRISE.

(Reference: 49 CFR part 26)

13.1. APPLICABILITY.

The Disadvantaged Business Enterprise requirements found in 49 CFR part 26, apply to all AIP-funded projects and must be included in all contracts and subcontracts. This includes both project with contract goals and project relying on race/gender neutral means.

13.2. MANDATORY CONTRACT LANGUAGE.

The mandatory language that must be used on AIP funded project contracts is as follows. Other than to insert appropriate Sponsor information into the noted spaces, the Sponsor must not modify these contract clauses:

DISADVANTAGED BUSINESS ENTERPRISES

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

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

14. ENERGY CONSERVATION REQUIREMENTS.

(Reference 2 CFR § 200 Appendix II(H))

14.1. APPLICABILITY.

The Energy Conservation Requirements found in 2 CFR § 200 Appendix II(H), apply to all AIP-funded construction and equipment projects and must be included in all contracts and subcontracts.

14.2. MANDATORY CONTRACT LANGUAGE.

The regulation does not prescribe mandatory language, however the following clause represents sample language that meets the intent of 2 CFR § 200 Appendix II(H):

ENERGY CONSERVATION REQUIREMENTS

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

15. EQUAL OPPORTUNITY CLAUSE AND SPECIFICATIONS.

(Reference 41 CFR § 60-1.4, Executive Order 11246)

15.1. APPLICABILITY.

Incorporate contract language and specifications into all construction contracts and subcontracts that exceed \$10,000 and are financed under the AIP program.

15.2. MANDATORY CONTRACT LANGUAGE.

41 CFR § 60-1.4 provides the mandatory contract language, but allows such necessary changes in language to be made to identify properly the parties and their undertakings. 41 CFR § 60-4.3 provides the mandatory specifications.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 18.7a through 18.7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion

of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management

personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (18.7a through 18.7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 18.7a through 18.7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment

opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

(Reference: 29 USC § 201, et seq.)

16.1. APPLICABILITY.

The federal minimum wage provisions are contained in the Fair Labor Standards Act (FLSA) which is administered by the United States Department of Labor Wage and Hour Division. All contracts and subcontracts must meet comply with the FLSA, including the recordkeeping standards of the Act.

16.2. MANDATORY CONTRACT LANGUAGE.

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

17. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES.

(Reference: 49 CFR part 20, Appendix A)

17.1. APPLICABILITY.

The Lobbying and Influencing Federal Employees prohibition found in 49 CFR part 20, Appendix A, applies to all AIP-funded projects and must be included in all contracts and subcontracts.

17.2. MANDATORY CONTRACT LANGUAGE.

The mandatory language that must be used on AIP funded project contracts is as follows:

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

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

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

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

18. NONSEGREGATED FACILITIES REQUIREMENT.

(Reference: 41 CFR § 60-1.8)

18.1. APPLICABILITY.

Incorporate in all construction contracts and subcontracts that exceed \$10,000. The notices must be placed within the solicitation for proposals. The actual certification must be incorporated in the contract agreement.

18.2. MANDATORY CONTRACT LANGUAGE AND NOTICE.

NOTICE OF NONSEGREGATED FACILITIES REQUIREMENT

Notice to Prospective Federally Assisted Construction Contractors

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities

are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

19. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

(Reference 20 CFR part 1910)

19.1. APPLICABILITY.

The United States Department of Labor Occupational Safety & Health Administration (OSHA) oversees the workplace health and safety standards wage provisions from the Occupational Safety and Health Act of 1970. All contracts and subcontracts must meet comply with the Occupational Safety and Health Act of 1970.

19.2. MANDATORY CONTRACT LANGUAGE.

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

20. RIGHT TO INVENTIONS.

(Reference 2 CFR § 200 Appendix II(F))

20.1. APPLICABILITY.

The requirement for rights to inventions and materials found in 2 CFR § 200 Appendix II(F) applies to all AIP-funded projects and must be included in all contracts and subcontracts.

20.2. MANDATORY CONTRACT LANGUAGE.

The regulation does not prescribe mandatory language, however the following clause represents sample language that meets the intent of 2 CFR § 200 Appendix II(F).

RIGHTS TO INVENTIONS

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

21. TERMINATION OF CONTRACT.

(Reference 2 CFR § 200 Appendix II(B))

21.1. APPLICABILITY.

Incorporate in all contracts and subcontracts that exceed \$10,000.

21.2. MANDATORY CONTRACT LANGUAGE.

TERMINATION OF CONTRACT

a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

22. TRADE RESTRICTION

(Reference: 49 CFR part 30)

22.1. APPLICABILITY.

The trade restriction clause applies to all AIP-funded projects and must be included in all contracts and subcontracts.

22.2. MANDATORY CONTRACT LANGUAGE.

The mandatory language is as follows:

TRADE RESTRICTION CLAUSE

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

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

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

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

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

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

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

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

23. VETERAN'S PREFERENCE

(Reference: 49 USC § 47112(c))

23.1. APPLICABILITY.

The Veteran's preference clause found in 49 USC § 47112(c) applies to all AIP-funded projects and must be included in all contracts and subcontracts that involve labor

23.2. MANDATORY CONTRACT LANGUAGE.

The regulation does not prescribe mandatory language, however the following clause represents sample language that meets the intent of 49 USC § 47112(c) is as follows:

VETERAN'S PREFERENCE

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

Other Entities Minutes



**GARDEN CITY REGIONAL AIRPORT
ADVISORY BOARD MINUTES
MAY 8, 2014**

5:30 P.M. MEETING CALLED TO ORDER

MEMBERS PRESENT

Ed Fischer, Ken Frey, Marlo Miller, Bill Jones, and Max Meschberger

MEMBERS ABSENT

Charlie Robinson and Darin Germann

STAFF PRESENT

Rachelle Powell, Derek Barr, and Miranda Benedict

ITEM 1 PUBLIC COMMENT

No public comment.

ITEM 2 APPROVAL OF APRIL 10, 2014 MINUTES

Marlo Miller made a motion to approve the April 10, 2014 Airport Advisory Board minutes. Ed Fischer seconded the motion. The motion passed unanimously.

ITEM 3 LEASE REVIEW

Rolf Heltzen rents approximately 7.44 acres of land by the highway. The lease began on July 1, 2009 and renews automatically on an annual basis for a period of fifty years. The rent increases every five years by \$150 per month. The original rent was \$350 per month and on July 1, 2014 it will increase to \$500 per month. Staff recommended the Airport Advisory Board's consideration and approval of the automatic renewal of the lease agreement between Rolf Heltzen and the City of Garden City. Max Meschberger made a motion to approve the renewal. Bill Jones seconded the motion. The motion passed unanimously.

ITEM 4 DIRECTOR'S REPORT

Staff reviewed the monthly reports with the Airport Advisory Board.

ITEM 5 MONTHLY REPORTS

Staff reviewed the monthly reports with the Airport Advisory Board.

ITEM 6 BOARD MEMBER COMMENTS

- A. Ed Fischer – No comment.
- B. Charlie Robinson – Absent.
- C. Ken Fry – No comment.
- D. Marlo Miller –No comment.
- E. William (Bill) Jones – No comment.
- F. Darin Germann – Absent.
- G. Max Meschberger – No comment.

ITEM 9 ADJOURNMENT

Bill Jones made a motion to adjourn. Ed Fischer seconded the motion. The motion passed unanimously.

Zoo Advisory Board
Minutes of Meeting Held
Tuesday, June 3, 2014

Members Present: Taylor Freburg, Jimmy Deal, Evelyn Bowman, Debbie Reynolds

Members Absent: Tammy Rieth, Elaine Lott, Becky Clark

Others Present: Kristi Newland, Donna Wohler, Brian Nelson

- I. The meeting was called to order at 5:17
- II. Approval of Agenda – The agenda was approved.
- III. Approval of Minutes – The minutes of the May meeting were approved.
- IV. New Business
 - a. Zoo Monthly Report – A female goral was born. This is the first goral born at the zoo in 16 years. Trumpeter swan cygnets hatched successfully for the second year in a row and will possibly be re-introduced in Oregon. A USDA inspection took place. Zoo camps begin next week and a teacher/caregiver workshop will be held. The security cameras have been installed.
 - b. FOLRZ Report – The Finnup Trust grant for a TV sign at the pedestrian entrance was granted. The Safari Shoppe experienced a \$10,000 increase in sales this month over last year. Blues at the Zoo was held and had an increase in attendance. A Members Only Tour of takins will be held this Saturday. The Global Bazaar will be June 21. Sixteen vendors are signed up so far.
 - c. Board Member Term Renewal & Election of New Officers – Terms will expire for Elaine and Debbie. Debbie offered to serve another term. Elaine will go off the board. Debbie volunteered to serve as Chair, Evelyn motioned to re-elect Debbie to another term and for Chair. The motion was seconded and passed. Jimmy nominated Taylor for Vice-chair and made a motion to re-elect Tammy to another term as secretary. The motion was seconded and passed.
 - d. New Board Member Recommendations – An application was received from Jami Kilgore to fill the position vacated by Elaine. Taylor made a motion to appoint Jami to the Board. The motion was seconded and passed. Kristi will submit the recommendation to City Commission for approval.
- V. Old Business
 - a. Elephant Yard Expansion Update – No bids were received for the project. A conference call is scheduled with the architects. Contractors may bid if they can wait until fall to start.
 - b. Event Usage Fees Update – Kristi said she and Brian had met with Matt Allen about doing a concert series on the West Green with other entities co-hosting, possibly beginning next year. The Usage Fee Policy passed by the board will go before the City Commission.
 - c. Giraffe Bullyard Update – The deck is finished and will open once the rope fence is put up.
- VI. Board Member Reports
- VII. The meeting was adjourned at 6:02 p.m.

Next Meeting July 1, 2014 at 5:00 p.m.