

**AGENDA**  
**CITY COMMISSION MEETING**  
**Tuesday, July 7, 2015**  
**1:00 P.M.**

- I. No Pre-meeting.**
- 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. Angelica Castillo-Chappel, on behalf of Mexican Community Fiesta, requests Governing Body consideration and approval to waive the sign fees and to place a 4'x6' sign at the southeast corner of Lewis Automotive at Campus Drive and Fulton Street, at the northwest corner of Stevens Park, and on the south side of Mary Street at the GCHS entrance for the two weeks prior to the event on September 12, 2015.
  - B. 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 for their campaign thermometer sign at 1601 E. Kansas Avenue from August 2015 – January 2016.
  - C. 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 during the month of September to post 'Live United' yard signs in the rights-of-way at the following locations:
    - Kansas Avenue at the intersections of 8th Street, Main Street, 3rd Street, Center Street, Fleming Street and Campus Drive.
    - Fulton Street at the intersections of Main Street, Fleming Street, and Campus Drive.
    - Mary Street at the intersections of 3rd Street, Fleming Street, and Campus Drive.
    - Spruce Street and Campus Drive intersection.
  - D. Governing Body consideration and approval to allow the Mayor to proclaim July 25, 2015 as Shrine Bowl Day.
- VII. REPORT OF THE CITY MANAGER.**
  - A. Staff would like to take this opportunity to introduce and welcome Ms. Allie Medina, Human Resources Director. Allie's first day on the job was June 29, 2015.

- B. The Garden City Police Department and the City of Garden City would like to recognize Kailee Stucky and Keali Shelton for their living saving efforts during a near fatal drowning at the YMCA on May 29, 2015.
- C. The American Heart Association has named the City of Garden City as a 2015 Gold Fit-Friendly Worksite.
- D. Staff has provided several items of information for Governing Body review including the following: from Cemetery Director Stevenson the monthly report, from Interim Police Chief Prewitt the monthly activity report, and from Finance Director Hitz the sales tax report.
- E. Meetings of note:

- ✓ July 11, 2015 – Jungle Run Revival (car show) at Lee Richardson Zoo from 10:00 a.m. to 4:00 p.m.
- ✓ July 11, 2015 – Hullabaloo at the Zoo at 6:00 p.m.
- ✓ July 15, 2015 – Garden City Area Chamber of Commerce monthly breakfast at The Golf Club at Southwind at 7:30 a.m.
- ✓ August 15, 2015 – Banner Art Walk Preview downtown from 4:00 p.m. – 6:00 p.m.
- ✓ August 19, 2015 – Garden City Area Chamber of Commerce monthly breakfast at The Golf Club at Southwind at 7:30 a.m.
- ✓ August 29, 2015 – Garden City Area Chamber of Commerce 10<sup>th</sup> Annual Wine Tasting Event at the Clarion Inn at 7:00 p.m.
- ✓ September 12, 2015 – A Wild Affair: Celebrating Funky Monkey Style at Fynnup Center for Conservation Education at 6:00 p.m.
- ✓ September 16, 2015 – Garden City Area Chamber of Commerce monthly breakfast at The Golf Club at Southwind at 7:30 a.m.
- ✓ October 1, 2015 – Cultural Diversity Breakfast & Multicultural Summit
- ✓ October 17, 2015 – Boo at the Zoo at 4:00 p.m.
- ✓ October 21, 2015 – Garden City Area Chamber of Commerce monthly breakfast at The Golf Club at Southwind at 7:30 a.m.

**VIII. CONSIDERATION OF APPROPRIATION ORDINANCE.**

- A. Appropriation Ordinance No. 2391-2015A.

**IX. CONSIDERATION OF ORDINANCES AND RESOLUTIONS.**

- A. Adoption of a Certificate of Zoning Compliance procedure to verify the compliance of new businesses to the current adopted zoning regulations.
  - 1. Ordinance No. \_\_\_\_\_ - 2015, An ordinance creating and regulating a city business license (Certificate of Zoning Compliance) in the City of Garden City, Kansas; creating new Code Sections 22-72, 22-73, 22-74, 22-75, 22-76, 22-77, 22-78, 22-79, and 22-80.
  - 2. Ordinance No. \_\_\_\_\_ - 2015, an ordinance establishing a fee for a business license in the City of Garden City, Kansas; creating new Code Section 42-165.

- B. Ordinance No. \_\_\_\_\_ - 2015, an ordinance amending the zoning regulations for the City of Garden City, Kansas; adopting new zoning regulations to regulate allowable sign variances; creating new zoning regulations Section 23.130; amending zoning regulation Sections 29.010 and 29.020; deleting current zoning regulation Section 29.060; repealing in their entirety current zoning regulation sections 29.010, 29.020, and 29.060; all to the zoning regulations for the City of Garden City, Kansas.
- C. Resolution No. \_\_\_\_\_ - 2015, a resolution of the Governing Body of the City of Garden City, Kansas determining that the City is considering establishing a Rural Housing Incentive District within the City and adopting a plan for the development of housing and public facilities in such proposed district; establishing the date and time of a public hearing on such matter, and providing for the giving of notice of such public hearing. (Reserves At Prairie Ridge Phase III)
- D. Resolution No. \_\_\_\_\_ - 2015, 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. (905 N. 12<sup>th</sup> Street)
- E. Resolution No. \_\_\_\_\_ - 2015, 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. (207 S. 10<sup>th</sup> Street – beige SUV and 208 S. 12<sup>th</sup> Street – red & white Dodge car)

**X. OLD BUSINESS.**

- A. None at this writing.

**XI. NEW BUSINESS.**

- A. The City Commission is asked to set a proposed budget for 2016. If the Commission agrees to a proposed budget, the appropriate next step would be to authorize a notice of public hearing for the meeting on July 21, 2015. From this point the published mill levy can decrease, but not increase.
- B. ***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 approval of the Grant Agreement between the Federal Aviation Administration and the City of Garden City for the Airport Improvement Project 3-20-0024-37 - Construction of Partial Parallel Taxiway F and Widen Aircraft Rescue and Fire Fighting (ARFF) Driveway at Garden City Regional Airport.
  - 2. Governing Body consideration and approval of a lease extension agreement for 5 years for the Friends of Lee Richardson Zoo.

3. Governing Body consideration and approval of the Miles Addition plat contingent upon the submitted plat meeting the Garden City Zoning and Subdivision requirements.
4. Governing Body consideration and approval of a facility use agreement between the City of Garden City, Kansas and Fullscope Training, LLC.
5. Governing Body consideration and approval of a 2015 Vegetation Mowing application from Mike Walker.
6. Governing Body consideration and approval of a third Victory police motorcycle and selling four of the five existing Kawasaki motorcycles.
7. Quit Claim Deed from Donald Meyer transferring Spaces 5 and 6, Lot 111, Zone A and Spaces 7 and 8, Lot 124, Zone A of Sunset Memorial Gardens to the City of Garden City.
8. Permission from Brian &/or Jamie Berry to reserve Spaces 3 and 4, Lot 75, Zone J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.

9. Licenses:

**(2015 New)**

- |                                       |                                       |
|---------------------------------------|---------------------------------------|
| a) Friends of Lee Richardson Zoo..... | Temporary Cereal Malt Beverage        |
| b) Marco Contractors, Inc.....        | Class A General                       |
| c) Pruitt Electric, LLC.....          | Class D-E Electrical                  |
| d) REI Electric, Inc.....             | Class D-E Electrical                  |
| e) Shambaugh & Son, LP.....           | Class D-E Electrical                  |
| f) TDR Contractors, Inc.....          | Class D-M Mechanical                  |
| g) Shambaugh & Son, LP.....           | Class D-M Mechanical                  |
| h) Ray Omo, Inc.....                  | Class D-P Plumbing w/ Gas             |
| i) Shambaugh & Son, LP.....           | Class D-P Plumbing w/ Gas             |
| j) Shambaugh & Son, LP.....           | Class E-F Fire Sprinkler & Protection |
| k) CPB Materials, LLC.....            | Class E-SOC Specialized Other         |
| l) Kansas Asphalt, Inc.....           | Class E-SOC Specialized Other         |

**(Renewal)**

- |                                       |                               |
|---------------------------------------|-------------------------------|
| m) Gary's Tree Service.....           | Class E-SOC Specialized Other |
| n) HCS Petroleum Equipment, Inc. .... | Class E-SOC Specialized Other |
| o) United Towers .....                | Class E-SOC Specialized Other |

**XII. CITY COMMISSION REPORTS.**

A. Mayor Doll

B. Commissioner Law

C. Commissioner Fankhauser

D. Commissioner Cessna

E. Commissioner Dale

**XIII. ADJOURN.**

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

City of Garden City

June 16, 2015

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 16, 2015 with all members present. Commissioner Dale opened the meeting with the Pledge of Allegiance to the Flag and Invocation.

Representative John Doll spoke to the Governing Body about the 2015 State legislative session.

Commissioner Cessna moved to approve a request from Battalion Chief Jim Morris for the use of public rights-of-way on Sunday, August 30, 2015 from 9:30 a.m. - 3:00 p.m. in order to hold their annual fundraising event for the Muscular Dystrophy Association. 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 request from Finney County Historical Society for a waiver of the sign ordinance and fee for three signs to be placed at Third Street & Kansas Avenue, Main Street zoo entrance and the north zoo fence west of the museum from July 5–12, 2015. 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

The Safety Committee recognized Lalo Holguin, Substation Technician in the Electric Department, as the first quarter 2015 Safety Recognition winner.

The City received correspondence from Cox Communication regarding the transition from analog to all-digital service.

Staff provided several items of information for Governing Body review including the following: from Director of Aviation Powell the monthly activity report, from Community Development Director Kentner the monthly building and code enforcement reports, from Finance Director Hitz the monthly financials, from Fire Chief Shelton the monthly activity report, from Public Works Director Curran the monthly projects update, and from Zoo Director Newland the monthly activity report.

Meetings of note:

- ✓ June 14, 2015 – Beef Empire Days Golf Scramble at Buffalo Dunes Golf Course at 8:00 a.m.
- ✓ June 13, 2015 – Beef Empire Days Chuck Wagon Breakfast at Stevens Park from 6:30 am - 9:30 a.m.
- ✓ June 13, 2015 – Beef Empire Days Parade on Main Street starting at 10:30 a.m.
- ✓ June 13, 2015 – Beef Empire Days Chuck Wagons in the Park at Stevens Park at 11:30 a.m.
- ✓ June 14, 2015 – Beef Empire Days Classic Car Show at 811 N. Main Street from 11:30 a.m. – 4:00 p.m.
- ✓ June 15 -19, 2015 – American Junior Golf Association tournament at Buffalo Dunes Golf Course
- ✓ June 17, 2015 – Garden City Area Chamber of Commerce monthly breakfast at The Golf Club at Southwind at 7:30 a.m.
- ✓ June 18, 2015 – Downtown Farmers Market at Stevens Park from 5:00 p.m. – 8:00 p.m.
- ✓ June 18, 2015 – City of Garden City Employee Night at Garden City Wind – 5:00 p.m. tailgating and 6:30 game
- ✓ June 19, 2015 – Garden City Area Chamber of Commerce Annual Golf tournament at The Golf Club at Southwind at 11:30 a.m.
- ✓ June 20, 2015 – Shop Small Saturday on Main Street
- ✓ June 27, 2015 – Global Bazaar featuring Ten Thousand Villages at Lee Richardson Zoo from 8:00 a.m. – 4:00 p.m.
- ✓ June 30, 2015 – Town Hall Meeting at the City Administrative Center at 7:00 p.m.
- ✓ July 11, 2015 – Jungle Run Revival (car show) at Lee Richardson Zoo from 10:00 a.m. to 4:00 p.m.
- ✓ July 11, 2015 – Hullabaloo at the Zoo at 6:00 p.m.
- ✓ July 15, 2015 – Garden City Area Chamber of Commerce monthly breakfast at The Golf Club at Southwind at 7:30 a.m.
- ✓ August 15, 2015 – Banner Art Walk Preview downtown from 4:00 p.m. – 6:00 p.m.
- ✓ August 19, 2015 – Garden City Area Chamber of Commerce monthly breakfast at The Golf Club at Southwind at 7:30 a.m.
- ✓ August 29, 2015 – Garden City Area Chamber of Commerce 10<sup>th</sup> Annual Wine Tasting Event at the Clarion Inn at 7:00 p.m.
- ✓ September 12, 2015 – A Wild Affair: Celebrating Funky Monkey Style at Finnup Center for Conservation Education at 6:00 p.m.
- ✓ October 1, 2015 – Cultural Diversity Breakfast & Multicultural Summit
- ✓ October 17, 2015 – Boo at the Zoo, 4:00 p.m.

Appropriation Ordinance No. 2390-2015A, “AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$2,588,432.26,” was read and considered section by section. Commissioner Dale moved to approve and pass Appropriation Ordinance No. 2390-

2015A. 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

Resolution No. 2636-2015, "A RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY TO ENTER INTO A MUNICIPAL LEASE/PURCHASE AGREEMENT (Lease No. 5000127-008) FOR CITY WIDE VOICE OVER INTERNET PHONE SYSTEM WITH CLAYTON HOLDINGS, LLC," was read and considered section by section. Commissioner Fankhauser moved to approve Resolution No. 2636-2015. Commissioner Cessna 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

Gilbert Valerio, Finney County Emergency Management Director requested Governing Body consideration and adoption of the Regional Mitigation Plan.

Resolution No. 2637-2015, "A RESOLUTION ADOPTING THE SOUTH-SOUTHWEST KANSAS (REGION D) MULTI-HAZARD, MULTI - JURISDICTIONAL HAZARD MITIGATION PLAN," was read and considered section by section. Commissioner Law moved to approve Resolution No. 2637-2015. 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

The Governing Body considered adoption of the Findings of Governing Body, following the denial of a franchise to Wheatland Electric Cooperative, Inc. on June 2, 2015 to provide electric power to a tract of land annexed into the city and owned by the City of Garden City, Kansas.

Commissioner Cessna moved to adopt the Findings of Governing Body as presented by staff. 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 Cessna moved to approve additional power supply contracts and extending existing power supply contracts with the Kansas Municipal Energy Agency (KMEA). Mayor 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 a request from Great Plains Development, Inc. for City membership and participation in the amount of \$750.00. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Nay	Yea	Nay

Mr. Charles Claar, Jr. and Ms. Theresa Dasenbrock 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 2014.

Finance Director Hitz reviewed the remainder of the General Fund (#01) departments including Zoo, Fire, Cemetery, Capital Improvement, and Employee benefits along with the general fund revenues. This concluded the department presentations for the 2016 budget.

Commissioner Fankhauser moved to approve the use of 2015 KDOT fund exchange program funds from the previously approved projects on Buffalo Jones Avenue to a different project on Emerson Street. 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 Cessna moved to reappoint Kathy Diehl and Sarah Tighe each for three-year appointments to expire July 2018 and Phil Sloderbeck to fill an unexpired term to expire July 2017 to Zoo Advisory Board. 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 Dale moved to approve the following:

1. Governing Body consideration and approval of a crossing guard agreement between the City of Garden City, Kansas and the Board of Education, Unified School District No. 457.
2. Governing Body consideration and approval of a law enforcement officer assignment agreement between the City of Garden City,

Kansas, the Garden City Police Department and the Board of Education, Unified School District No. 457.

3. Governing Body consideration and approval of an agreement between the City of Garden City, Kansas and the Board of Trustees of Garden City Community College for use of Buffalo Dunes Golf Course.
4. Governing Body consideration and approval of a contract agreement with Professional Engineering Consultants (PEC) to provide engineering services for a Transportation Study.
5. Earles Engineering & Inspection, Inc. has provided a detailed proposal for Governing Body consideration for construction engineering (inspection) and right-of-way acquisition services for the Kansas Avenue widening project.
6. Permission for Jeffery D. and/or Sharon N. Smith to reserve Spaces 7 and 8, Lot 106, Zone J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.
7. Permission for James Claussen to reserve Space 5, Lot 6, Zone J of Valley View Cemetery for the consideration of \$50.00 for the period of one year.
8. Licenses:
 

**(2015 New)**

  - a) PECOS League (replacement)..... Cereal Malt Beverage
  - b) Decal Construction, LLC.....Class A General
  - c) St. Mary’s Electric, LLC. .... Class D-E Electrical
  - d) Kruse Corporation ..... Class D-P Plumbing w/ Gas
  - e) Buss Mechanical Services, Inc ..... Class D-P Plumbing w/ Gas
  - f) Hector Gutierrez ..... Class D-P Plumbing w/ Gas
  - g) Kenny Crouse Corp DBA Canton Enterprises .... Class E-SOC Specialized Other

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

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Janet A. Doll, Mayor

ATTEST:

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Celyn N. Hurtado, City Clerk

### **City Commission Reports**

Commissioner Dale thanked City Manager Allen and Finance Director Hitz for their work on the budget. Commissioner Dale stated his concern with the brightness of the demo lights that were installed as part of the Siemens upgrade project. Commissioner Dale said he would like to get input from the Police Department and downtown second story residents.

Mayor Doll thanked Lewis, Hooper & Dick, LLC for their work on the City audit and presentation. Mayor Doll attended a luncheon for the American Junior Golf Association participants and thanked staff for all their hard work to make the course look beautiful. Mayor Doll congratulated and thanked Lalo Holguin on being chosen as the first quarter Safety recognition winner. Mayor Doll thanked Representative Doll for the legislative update to the Governing Body. Mayor Doll thanked City Manager Allen and Finance Director Hitz for their work on the budget.

Commissioner Law thanked Lalo Holguin for being a good, safety-minded employee. Commissioner Law attended the luncheon for AJGA participants and stated there are some amazing kids and staff participating in the event and it's great to have it back in Garden City.

Commissioner Fankhauser commented that the Beef Empire Days parade was a success.

Commissioner Cessna thanked Lalo Holguin and stated it is important for staff to look at the safety of co-workers and the public. Commissioner Cessna congratulated Allie Medina as she accepted the Human Resource Director position. Commissioner Cessna stated it was great to see all the activity taking place in Garden City and at Buffalo Dunes Golf Course. Commissioner Cessna asked staff if the internet access project had been completed at the golf course. Interim IT Director Cunningham stated that it was complete.

# Petitions



# Special Event Request

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

- Other
- Carnival/Circus\*
- Sports Event\*
- Haunted House\*
- Parade\*\*

\*License Required

\*\*Parade Application Required

**May 12, 2015**

Today's Date

**Community Mexican Fiesta**

Name of Event (if applicable)

**Saturday, September 12, 2015**

Date of Event

**Stevens Park, Main Street, Hero's Way**

Location of Event

**8:00 a.m. - 11:00 p.m.**

Start and End Time of Event

**Fiesta, Parade**

Purpose of the Event

**Angelica Castillo Chappel**

Applicant Name (please print)

**PO Box 84, GC**

Address

**620-260-1435 or  
620-290-6264**

Phone

Additional Contact Names & Phone Numbers

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

Street Closure and/or Barricades	Hero's Way from Main to 7th St	Steven's Park Bandshell	xx	Noise Waiver**	xx
Extra Trash Receptacles	yes	Restrooms (Park Shelter Keys)	xx	Electricity Access	xx
Additional Request/Remarks	Signage 2 weeks (8/29) prior to event -at Stevens Park, on Mary (across lot from GCHS) and on Lewis Automotive location. Will have 3-4 porta potties				

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

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

RESOLUTION NO. 2435-2011

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

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

**Request on file**

Signature

**2/27/15 & 5/12/15**

Date

For office use only		GC Downtown Vision	NL 5/19/2015
Police	Capt M Reagle 5/21/15	Electric	RKP 5/19/15 contact Elect prior to event
Fire	AS 5/19/15	Public Works	SC 5/19/15
Inspection	CD-keep out of ROW and applicants are responsible for removal-5/28/15	Parks/Grounds	AL 5/20/15
City Manager		Application Received by	Raelene Stoecklein 2/27/15 & 5/12/15



2301

2720

2652

2602

BUFFALO WAY BLVD

E MARY ST

K-156 MARY INTERCHANGE HWY

Sign 4x6

2302

2410

2409

2410

2409

2410

2404

2609

2613

2614

2404

2405

2404

2405

2406

2405

2402

2612

2320

2402

2401

2402

2405

2402

2401

2319

2313

E YELLOWSTONE DR

TOHAWK DR

2306

2305

2306

2305

2306

2305

2602

2315

2316

2304

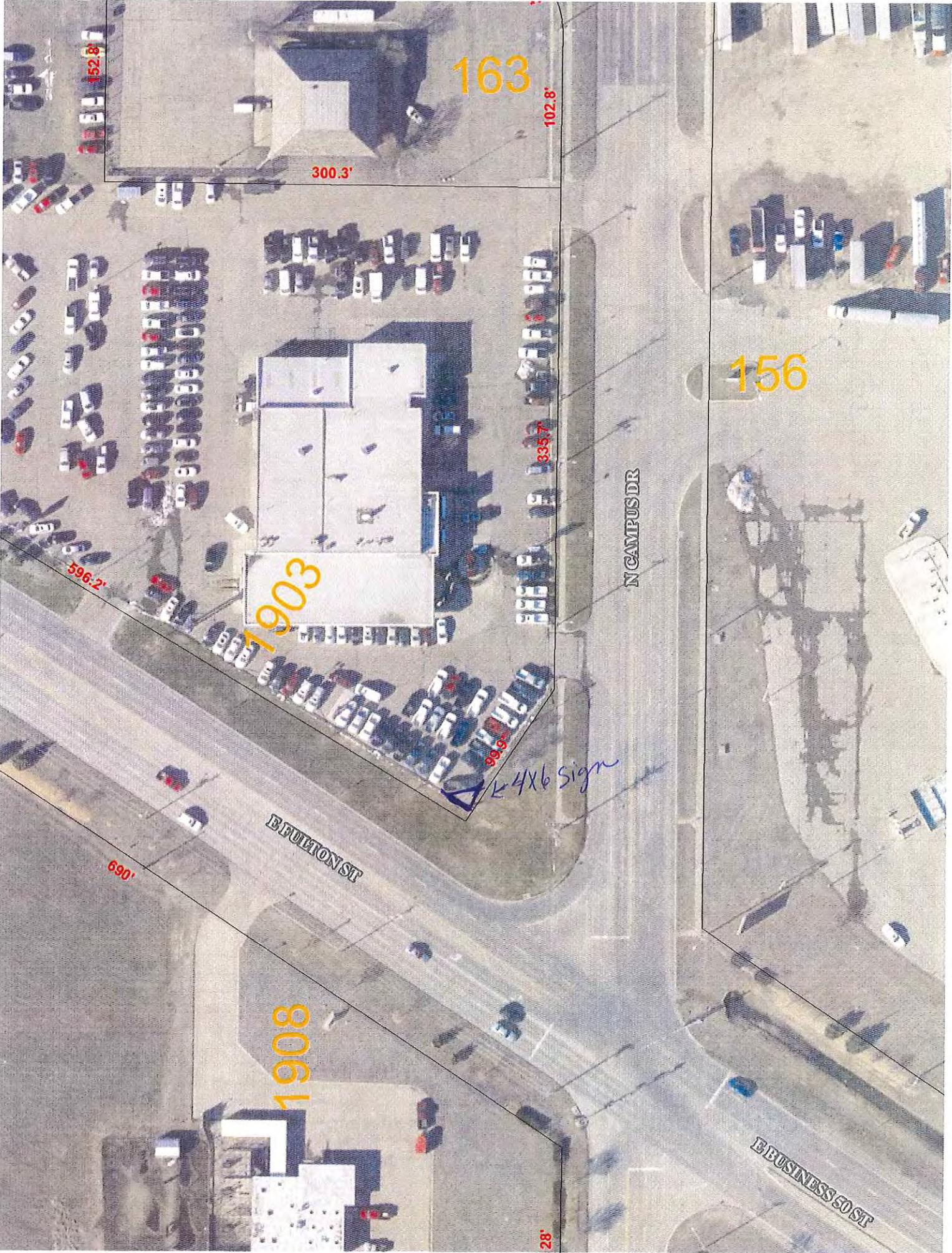
2308

2305

2313

2314

2312



163

152.8'

300.3'

102.8'

156

1903

596.2'

335.7'

99.9'

4x6 sign

E FULTON ST

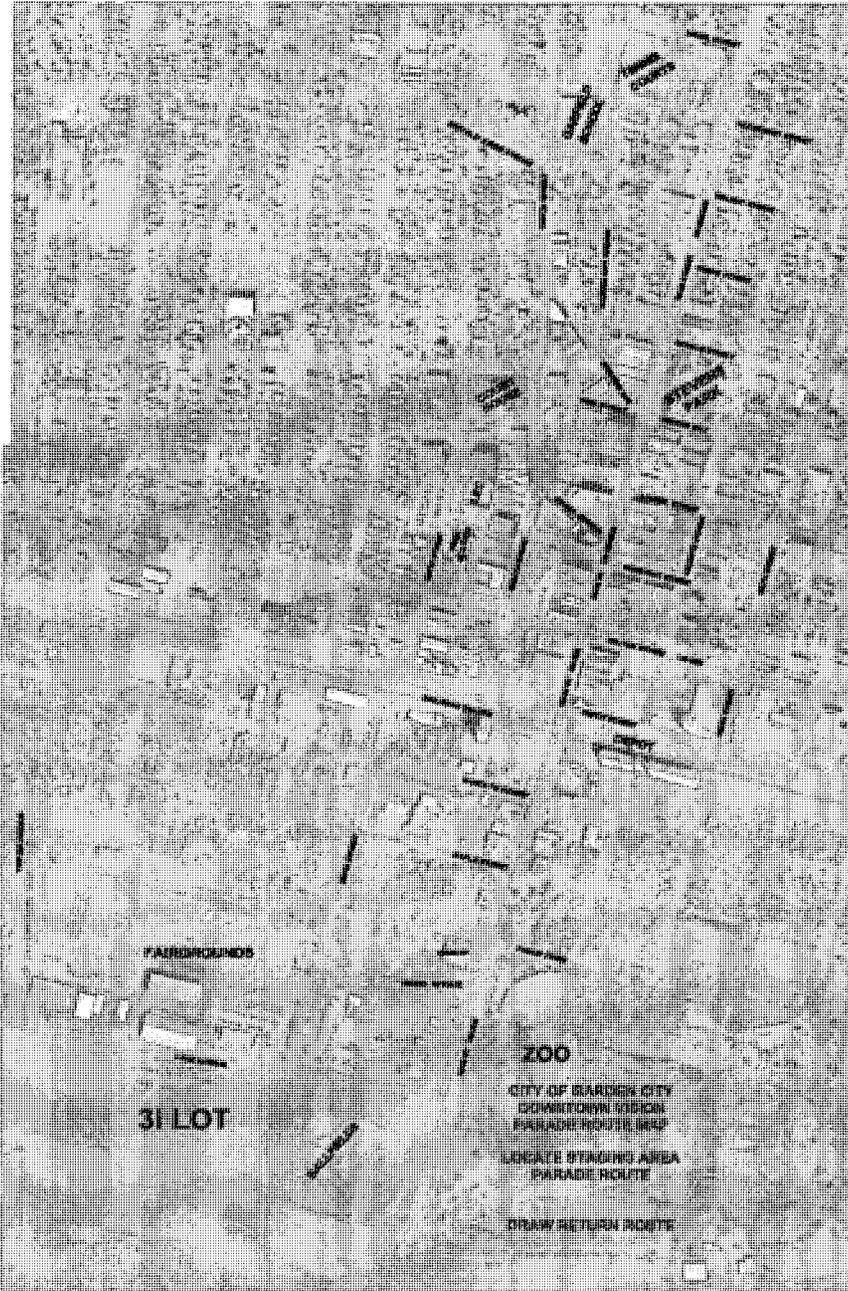
690'

N CAMPUS DR

1908

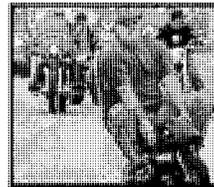
28'

E BUSINESS ST



  
**GARDEN CITY**  
 — KANSAS —

**Parade  
 Application  
 And  
 Policy**



Pictures provided by Garden City Telegram

EVENT GC Community Mexican Fiesta DATE OF EVENT SEPT. 12, 2015

**OFFICIAL USE ONLY**

Department	Signature	Date	Comments
Police Department			
Public Works/KDOT			
Downtown Association			

City Manager's Approval: \_\_\_\_\_ Date: \_\_\_\_\_ Yes \_\_\_ No \_\_\_

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

### CITY OF GARDEN CITY PARADE POLICY

- ◆ A Parade Application which includes the date, time and route must be submitted to the City of Garden City Police Department at least thirty (30) days prior to the event.
- ◆ The preparation for or the conduct of the parade will not unduly impede, obstruct, or interfere with the operation of emergency vehicles or equipment in or through the particular permit area, or adversely affect the City's ability to perform municipal functions or furnish City services in the vicinity of the permit area.
- ◆ The parade will not interfere with another parade, festival, or public event already scheduled.
- ◆ Standard Parade Route is Main Street from Isabel Avenue to Walnut Street; Staging is the 3i Lot. (Map on page 4)
- ◆ Morning parades will begin no later than 10:00 a.m. and evening parades no earlier than 5:30 p.m. unless otherwise authorized.
- ◆ No parking is permitted on Main Street in the parking areas between Fulton Street and Spruce Street during the parade. The parking areas will be roped off for morning parades by 7:30 a.m. During evening parades, vehicles parked on the parade route will be roped in.
- ◆ Parade route will be blocked off 15 minutes prior to parade. Parades of short length may not require roping off parking areas along the parade route. The Chief of Police or designee will make the determination.
- ◆ Locations of parade initial assembly location and disbanding location must be approved by the Chief of Police or his designee.
- ◆ A Police Department vehicle must be the first vehicle and the last vehicle in the parade. Additional police vehicles may be utilized in the body of the parade itself, at the discretion of the Chief of Police or his designee.
- ◆ It shall be unlawful, unless directed by a police officer, for a driver of a vehicle to drive between the vehicles, persons, or animals comprising the parade when the parade is in motion and is conspicuously designated as a parade.
- ◆ No tracked vehicles or vehicles higher than 17'4" will be permitted in the parade.
- ◆ The Chief of Police or his designee may refuse to allow a particular float, vehicle or other unit to participate in a parade if any such float, vehicle or other unit is deemed unsafe. Floats, vehicles and/or other units of the parade must be safe in both vehicular mobility and in any attachments placed upon them. Persons riding such floats, vehicles or other units must be in positions where they cannot be accidentally thrown or dislodge.
- ◆ There shall be no parade walkers under the age of 10. Children under 10 years must be riding on floats, vehicles, or other units. During evening parades, all walkers must wear reflective garments to be seen within the parade route.
- ◆ Candy, prizes, novelty items or any other items shall not be thrown or given out from a vehicle, stopped or moving, while in a parade or procession. However, it is permissible for parade participants to walk along the route and hand candy or other items to parade watchers.
- ◆ Animals within the parade must be ridden or leashed. No free roaming animals are allowed within the parade route.
- ◆ Parade Supervisor will be responsible for all parade entries as well as the removal of any and all animal debris.

### CITY OF GARDEN CITY PARADE APPLICATION FORM

In addition to having this form signed by designees from the Police Department (276-1350), the Public Works (276-1260), and Garden City Downtown Vision (276-0891) for parade route, date, and time approval, the applicant must first contact the Police Department before submitting the application for approval by the City Commission.

Date of Application: 5-21-2015  
 Name of Event: GC Community Mexican Fiesta  
 Date of Parade: 5-12-2015 Morning: 10:30AM Evening: \_\_\_\_\_

**CONTACT:**

Applicant: Angelica Castillo Chappel E-mail Address: acastillo@gpcu.org  
 Address: 3108 Yellowstar Telephone No.: 620 260 1435  
Garden City, KS 67844 Cell Phone No.: 620 290 6264

**DESCRIPTION OF PARADE:**

Overall Description of Parade (Including type of animals):  
Cars, floats, horses, people from the community, schools, businesses, some semi-trucks, etc.

Number of Entries: 100+ Number of Animals: 50+

**\*Standard Route is Main Street from Isabel Avenue to Walnut Street; Staging is the 3i Lot (Map on Page 4)**

If different, provide the starting and ending points with the proposed staging location.  
 Starting Point: \_\_\_\_\_ Ending Point: \_\_\_\_\_  
 Staging Point: \_\_\_\_\_

**\*Contact Garden City High School JLC/JROTC** YES  NO \_\_\_\_\_  
 Becky Clark, Coordinator  
 W: (620) 805-8571 C: (719) 289-8743

**ACCEPTANCE:**

I certify that the information submitted in connection with this parade application is true and accurate to the best of my knowledge. I agree to adhere to the Parade Rules and Regulations as set forth in the Parade Policy and that I will share said rules and regulations with all parade participants prior to our parade date. I further understand that failure to do so will render the Parade Form, if issued, void. I also understand that the City of Garden City and Garden City Downtown Vision shall be held harmless from any liability resulting from the conduct of this event.

Angelica Castillo Chappel [Signature] 5-21-2015  
 Print or Type Applicant's Name Signature of Applicant Date

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

[www.gardencity.net/unitedway](http://www.gardencity.net/unitedway)

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

Finney County  
United Way



June 8, 2015

Dear City Commissioners,

Finney County United Way would like to request permission to erect our Campaign Thermometer on the Commerce Bank property located at 1601 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 2016. 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 black ink that reads "Susan Escareno". The signature is written in a cursive style.

Susan Escareno, Executive Director

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](mailto:fcuwed@gmail.com)

[www.gardencity.net/unitedway](http://www.gardencity.net/unitedway)

Finney County  
United Way

United  
Way



June 8, 2015

Dear City Commissioners,

Finney County United Way would like to request permission to post Live United Yard Signs in the grassy areas to the side of several high traffic intersections during the month of September. Those intersections would include Main & Kansas; Center & Kansas; 8<sup>th</sup> & Kansas; Fleming & Kansas; 3<sup>rd</sup> & Kansas; Campus and Kansas; Fulton & Fleming; Fulton & Main; Fulton & Campus; Spruce & Campus; Mary and 3<sup>rd</sup>; Mary & Campus; and Mary & Fleming. The signs measure 16 inches x 26 inches and will be posted on metal frames with a total height of 34 inches. 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

# Kansas Shrine Bowl



East-West Charity All-Star Football Since 1974  
**BENEFITTING SHRINE HOSPITALS FOR CHILDREN**

*"Strong Legs Run That Weak Legs May Walk"*



Mayor's Office  
City Hall  
301 N. 8<sup>th</sup>  
Garden City, KS 67846

June 18, 2015

## BOARD OF DIRECTORS

### President

**Stan Jahay, P.P.**

Arcadia

### 1st Vice President

**Gary Bennett, P.P.**

Olathe

### 2nd Vice President

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### Secretary

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Yates Center

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**Mike Tavares, P.P.**

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**Ike Bartels**

Manhattan

**Greg King**

Great Bend

**Lou Robelli**

Wichita

**Larry Tomes**

Wichita

Sarah Van Petten  
9080 Parkhill St.  
Lenexa, KS 66215  
Phone (913)602-8656  
Toll Free 800-530-5524  
Fax (913)602-8658  
e-mail:  
shrinebowl@hotmail.com  
www.kansasshrinebowl.com

Good Morning;

Governor Brownback has proclaimed July 25, 2015, as SHRINE BOWL DAY in the State of Kansas in honor of the Forty Second Annual Shrine Bowl Football Game to be played on that day in Hays at Lewis Field Stadium, Ft. Hays State University. Many cities like to proclaim a special day in honor of their participants in the game. Enclosed is a copy of Governor Brownback's proclamation which you may use as a sample if you so decide. Please feel free to release your proclamation to the press. If a public presentation is planned please call this office or some of your local Shriners.

Participating from your city is:

All-Star **Caleb Tramp** of Garden City High

Thank you.

Sincerely,

Sarah Van Petten  
Executive Director

enc.

STATE OF KANSAS

PROCLAMATION  
BY THE  
GOVERNOR

TO THE PEOPLE OF KANSAS, GREETINGS:

WHEREAS, The Shrine Bowl of Kansas, Inc. sponsored by the five Shrine Centers of Kansas, namely, Abdullah of Overland Park, Arab of Topeka, Isis of Salina, Midian of Wichita and Mirza of Pittsburg, will sponsor their 42nd Annual All-Star Football Game on July 25, 2015 in Hays, Kansas, and continue their tradition of philanthropy; and

WHEREAS, For over 90 years the Ancient Arabic Order of the Nobles of the Mystic Shrine of North America, through its network of hospitals, has treated over 865,000 children with orthopedic disabilities, and in more recent years, treated thousands of severely burned children through its Burn Institute; and

WHEREAS, The citizens of the great State of Kansas may aid this worthy and impartial work and further the efforts of this great charity in their support of their philanthropic event to favor the unfortunate children, regardless of race and creed:

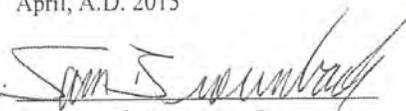
NOW, THEREFORE, I, Sam Brownback, GOVERNOR OF THE STATE OF KANSAS, do hereby proclaim July 25, 2015, as

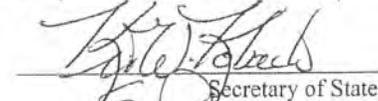
*Kansas All-Star Football Shrine Bowl Day*

in Kansas and urge all citizens to join in this observance.

DONE: At the Capitol in Topeka  
under the Great Seal of the  
State this 24<sup>th</sup> day of  
April, A.D. 2015

BY THE GOVERNOR:



  
Secretary of State

  
Assistant Secretary of State



## PROCLAMATION

WHEREAS, The Shrine Bowl of Kansas, Inc., sponsored by the five Shrine Centers of Kansas: namely, Abdullah of Overland Park, Arab of Topeka, Isis of Salina, Midian of Wichita, and Mirza of Pittsburg, will sponsor their 42<sup>nd</sup> Annual All-Star Football Game on July 25, 2015 in Hays, Kansas, and continue their tradition of philanthropy; and

WHEREAS, For over 90 years the Ancient Arabic Order of the Nobles of the Mystic Shrine of North America, through its network of hospitals, has treated over 865,000 children with orthopedic disabilities and in more recent years, treated thousands of severely burned children through its Burn Institute; and

WHEREAS, The citizens of Garden City may aid this worthy and impartial work and further the efforts of this great charity in their support of this philanthropic event to favor the unfortunate children regardless of race or creed; and

WHEREAS, it is fitting that we recognize all-star **Caleb Tramp** for his participation, proficiency, physical conditioning, and sportsmanship displayed throughout their athletic career.

NOW, THEREFORE, I, Janet A. Doll, Mayor of the City of Garden City, Kansas, do hereby proclaim July 25, 2015 as

### KANSAS ALL-STAR FOOTBALL SHRINE BOWL DAY

in Garden City, Kansas, and urge all citizens to join in this observance.

SIGNED this 7<sup>th</sup> day of July 2015.

---

Janet A. Doll, Mayor

ATTEST:

---

Celyn N. Hurtado, City Clerk

# Report of the City Manager



**Chairman of the Board**  
Bernard P. Dennis

**President**  
Elliott M. Antman, MD, FAHA

**Chairman-elect**  
Alvin L. Royse, JD, CPA

**President-elect**  
Mark A. Creager, MD, FAHA

**Immediate Past Chairman of the Board**  
Ron W. Haddock

**Immediate Past President**  
Mariell Jessup, MD, FAHA

**Treasurer**  
David A. Bush

**Directors**  
Mary Ann Bauman, MD  
Mary Cushman, MD, MSc, FAHA  
Mitchell S. V. Elkind, MD, MS, FAHA  
Robert A. Harrington, MD  
Steven R. Houser, PhD, FAHA  
Marsha Jones  
Willie E. Lawrence, Jr., MD, FAHA  
Pegui Maricuena, CMC, MBA  
John J. Mullenholz  
Bertram L. Scott  
David A. Spina  
Bernard J. Tyson  
Raymond P. Vara, Jr.  
John J. Warner, MD  
Alexander P. Almazan, PA - Liaison  
James J. Postl - Liaison

**Chief Executive Officer**  
Nancy A. Brown

**Chief Mission Officer**  
Meighan Girgus

**Chief Diversity Officer**  
Gerald Johnson, II

**Chief Administrative Officer & Chief Financial Officer**  
Sunder D. Joshi

**Chief Science & Medical Officer**  
Rose Marie Robertson, MD, FAHA

**Chief Development Officer**  
Suzie Upton

**Chief of Staff to the CEO**  
Laura Sol

**Deputy Chief Medical Officer**  
Eduardo Sanchez, MD, MPH

**Executive Vice President, Corporate Secretary & General Counsel**  
Lynne M. Darrouzet, Esq.

May 15, 2015

Mr. Matthew Allen  
City Manager  
City of Garden City, Kansas  
301 N 8th St  
Garden City, KS 67846-5340

Dear Mr. Matthew Allen,

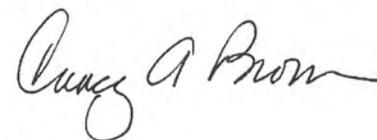
On behalf of the American Heart Association, I would like to congratulate your organization on becoming a **Gold Fit-Friendly Worksite**. You are among an elite group of awardees for this important initiative.

As a Gold level award recipient, you have fulfilled key criteria and demonstrated a strong commitment to providing a healthy workplace for employees.

As a Fit-Friendly Worksite, you will receive recognition on the American Heart Association's website, [www.heart.org/FFWrecognition](http://www.heart.org/FFWrecognition), and local recognition by the American Heart Association at events and in communications materials supporting the recognition program. Additionally, you have the right to use the American Heart Association's Fit-Friendly Worksites Gold seal on all internal communications and external communications for recruitment purposes. Please visit [www.heart.org/FFWresources](http://www.heart.org/FFWresources) to download the seal, guidelines for usage, and other tools. Your award and seal usage rights are valid until April 1, 2016.

We at the American Heart Association commend your efforts and look forward to seeing you continue to make great strides in the coming year.

Sincerely,



Nancy Brown  
Chief Executive Officer

# Staff Reports

# City Manager / Cemetery Report

## JUNE 2015

Cemetery	# of Burials	# of Spaces Sold	# of Spaces Reserved	Revenue Generated			
				Spaces Sold	Spaces Resvd	Opening/Closing of Graves	Other Fees VVC/SMG
VVC	12	5	5	\$ 3,150.00	\$ 1,650.00	\$ 5,575.00	
SMG	0	2	0	\$ 900.00			\$ 1,500.00

<b>Total Revenue</b>	<b>\$ 12,775.00</b>
----------------------	---------------------

**Spaces Sold:** Revenue collected from spaces purchased at time of need or pre-need

**Spaces Reserved:** Payments collected from reserved spaces

- OTHER FEES:** Monument Layouts  
 Weekend/Holiday Service Fees  
 Tree Removal  
 Chair Rental  
 Administrative Fees

**GARDEN CITY POLICE DEPARTMENT**  
**MASTER ACTIVITY REPORT**  
 May of 2015  
**INCIDENTS REPORTED**

<b>OFFENSES</b>	<b>THIS MONTH</b>	<b>LAST MONTH</b>	<b>TO DATE THIS YEAR</b>
Murder/Manslaughter	0	2	2
Rape	1	2	6
Robbery	1	2	6
Aggravated Assault	3	4	33
Burglary	6	2	31
Theft	62	42	243
Auto Theft	0	2	4
Arson	3	1	5
<b>TOTAL</b>	76	57	330
All Other Crimes	138	123	647
<b>GRAND TOTAL</b>	214	180	977

**CRIMINAL ENFORCEMENT ACTIVITIES**

<b>DESCRIPTION</b>	<b>THIS MONTH</b>	<b>LAST MONTH</b>	<b>TO DATE THIS YEAR</b>
Adult Arrests	228	205	1152
Juveniles Detained	33	31	142
<b>TOTAL CUSTODY</b>	261	236	1294
Alcohol Related	34	28	120
Drug Related	29	28	184
Curfew Violations	5	6	25

**INVESTIGATIONS DIVISION ACTIVITIES**

<b>DESCRIPTION</b>	<b>THIS MONTH</b>	<b>LAST MONTH</b>	<b>TO DATE THIS YEAR</b>
Total Cases Assigned	23	34	145
Total Active Cases	160	186	841
Adult Affidavits Filed	6	14	65
Juvenile Affidavits Filed	2	1	6
Follow-Up Contacts	556	643	2698
Special Assignments	15	30	190
Search Warrants	9	16	71
Supplemental Reports	238	142	881
Other Reports	252	167	939
Cases Referred For Prosecution	64	60	284

**TRAFFIC ACCIDENT INVESTIGATIONS**

<b>DESCRIPTION</b>	<b>THIS MONTH</b>	<b>LAST MONTH</b>	<b>TO DATE THIS YEAR</b>
Fatal Accidents	0	0	0
Injury Accidents	6	7	26
Non-Injury Accidents	56	55	271
<b>TOTAL ACCIDENTS</b>	62	62	297
Private Property Accidents	6	3	19

**GARDEN CITY POLICE DEPARTMENT  
 MASTER ACTIVITY REPORT  
 May of 2015**

**OFFICERS ASSAULTED**

<b>DESCRIPTION</b>	<b>THIS MONTH</b>	<b>LAST MONTH</b>	<b>TO DATE THIS YEAR</b>
Firearm	0	0	0
Cutting Instrument	0	0	0
Other Dangerous Weapon	0	0	4
Hands, Fist, Feet, Etc.	1	2	10
Police Service Dog	0	0	0
<b>TOTAL ASSAULTS</b>	<b>1</b>	<b>2</b>	<b>6</b>

**PATROL/CRD DIVISIONS SUMMARY**

<b>DESCRIPTION</b>	<b>THIS MONTH</b>	<b>LAST MONTH</b>	<b>TO DATE THIS YEAR</b>
Offense Reports	237	210	1070
Supplemental Reports	121	140	593
Other Reports	94	135	527
Community Oriented Policing	269	257	1348
Speeding Citations	32	43	205
Other Traffic Citations	550	262	1858
Parking Citations	7	12	69
Warning Notices	639	428	2765
Penal Summons	51	40	194
Felony Cases Cleared	25	29	160
Misdemeanor Cases Cleared	122	113	604
DUI Cases Cleared	8	10	62
Insecure Premises	13	6	47
Field Interviews	1	3	20
Citizen & Business Assists	169	130	717
Alarms	87	81	397
Adult Affidavits Filed	32	49	190
Juvenile Affidavits Filed	18	16	86

**COMMUNICATIONS CENTER ACTIVITIES**

<b>DESCRIPTION</b>	<b>THIS MONTH</b>	<b>LAST MONTH</b>	<b>TO DATE THIS YEAR</b>
Non-Traffic Activities	2569	2384	11890
Traffic Activities	1121	625	4265
<b>TOTAL ACTIVITIES</b>	<b>3690</b>	<b>3009</b>	<b>16155</b>
911 Calls	1609	1521	7468
Finney County Sheriff's Office Activities	427	421	2052

**GARDEN CITY POLICE DEPARTMENT  
 MASTER ACTIVITY REPORT  
 May of 2015**

**RESPONSE TIME SUMMARY**

<b>DESCRIPTION</b>	<b>THIS MONTH</b>	<b>LAST YEAR</b>	<b>5 YEARS AGO</b>
Average Emergency	3.02	3.16	4.31
Average Non-Emergency	9.45	10.5	16.04
Average Traffic Accident	7.68	13.14	13.87

**ANIMAL INCIDENT ACTIVITIES**

<b>DESCRIPTION</b>	<b>THIS MONTH</b>	<b>LAST MONTH</b>	<b>TO DATE THIS YEAR</b>
Animals Impounded	153	129	662
Animals Disposed	32	26	142
Citations Issued	1	1	16
Animal Bites	6	2	15
Adoptions	12	26	150

**TRAINING HOURS RECEIVED**

<b>DESCRIPTION</b>	<b>THIS MONTH</b>	<b>LAST MONTH</b>	<b>TO DATE THIS YEAR</b>
Administrative	9.50	42.00	177.50
Patrol/CRD Division	365.50	445.50	1584.00
Support Services Division	66.00	78.75	294.75
Investigation Division	105.00	78.00	378.00
Instructor Hours	88.50	50.00	299.00
<b>SUB-TOTAL TRAINING HRS</b>	634.50	694.25	2733.25
Academy Training Hours	800.00	0.00	896.00
<b>TOTAL TRAINING HOURS</b>	1434.50	694.25	3629.25

**ADMINISTRATIVE INVESTIGATIONS**

<b>DESCRIPTION</b>	<b>THIS MONTH</b>	<b>LAST MONTH</b>	<b>TO DATE THIS YEAR</b>
Allegations Received	1	1	8
Unfounded	0	0	1
Unsubstantiated	0	0	1
Sustained	0	0	3
Exonerated	1	0	2
Violation Not Based On Complaint	0	0	0
Investigation In Progress	2	1	10
Administrative Closure	0	0	1
Commendations	5	4	13

## Bias-Based Policing Statistics

May 2015

	April #	April %	May #	May %
<b>SUBJECTS CONTACTED:</b>	178	N/A	428	N/A
<b>AGE:</b>				
15 yoa - 19 yoa	36	20%	87	20%
20 yoa - 29 yoa	61	34%	140	33%
30 yoa - 49 yoa	57	32%	137	32%
50+	24	13%	64	15%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>178</i>	<i>100%</i>	<i>428</i>	<i>100%</i>
<b>RACE:</b>				
White	163	92%	402	94%
Black	14	8%	22	5%
Native American	0	0%	0	0%
Asian	1	1%	4	1%
Other	0	0%	0	0%
More Than One Race	0	0%	0	0%
Not Provided/Unknown	0	0%	0	0%
<i>TOTAL</i>	<i>178</i>	<i>100%</i>	<i>428</i>	<i>100%</i>
<b>GENDER:</b>				
Male	104	58%	270	63%
Female	74	42%	158	37%
Unknown	0	0%	0	0%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>178</i>	<i>100%</i>	<i>428</i>	<i>100%</i>
<b>ETHNICITY:</b>				
Hispanic/Latino	104	58%	237	55%
Non-Hispanic	74	42%	184	43%
Not Provided	0	0%	7	2%
<i>TOTAL</i>	<i>178</i>	<i>100%</i>	<i>428</i>	<i>100%</i>
<b>RESPONSE AREA:</b>				
1	55	31%	109	25%
2	30	17%	94	22%
3	42	24%	87	20%
4	35	20%	94	22%
5	16	9%	44	10%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>178</i>	<i>100%</i>	<i>428</i>	<i>100%</i>
<b>PRIMARY REASON FOR OFFICER INVESTIGATION:</b>				
Call Related	27	15%	32	7%
Officer Initiated	151	85%	396	93%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>178</i>	<i>100%</i>	<i>428</i>	<i>100%</i>
<b>INFORMATION OBTAINED BY:</b>				
Officer's Perception	147	83%	365	85%
Investigation	31	17%	63	15%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>178</i>	<i>100%</i>	<i>428</i>	<i>100%</i>

## **Bias-Based Policing Statistics**

May 2015

	April #	April %	May #	May %
<b>RELIGIOUS DRESS:</b>				
Yes	1	1%	4	1%
No	177	99%	424	99%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>178</i>	<i>100%</i>	<i>428</i>	<i>100%</i>
<b>PRIMARY REASON FOR STOP:</b>				
Moving Violation	117	66%	210	49%
Equipment Violation	39	22%	195	46%
Criminal Offense/Probable Cause	8	4%	9	2%
Other Violation	8	4%	11	3%
To Render Service	3	2%	3	1%
Suspicious Circumstances	2	1%	0	0%
Pre-existing Knowledge	1	1%	0	0%
Special Detail	0	0%	0	0%
Multiple Reasons	0	0%	0	0%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>178</i>	<i>100%</i>	<i>428</i>	<i>100%</i>
<b>ACTION TAKEN:</b>				
Citation	129	72%	352	82%
Search	0	0%	0	0%
Warning	24	13%	37	9%
Arrest	25	14%	39	9%
Warrant Arrest	0	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>178</i>	<i>100%</i>	<i>428</i>	<i>100%</i>
<b>SEARCH:</b>				
Not Applicable	167	94%	407	95%
Vehicle Indicators	1	1%	2	0%
Verbal Indicators	0	0%	1	0%
Physical/Visual Indicators	4	2%	5	1%
Document Indicators	0	0%	2	0%
Incident to Arrest	6	3%	11	3%
Other	0	0%	0	0%
More Than One Reason	0	0%	0	0%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>178</i>	<i>100%</i>	<i>428</i>	<i>100%</i>
<b>TYPE OF SEARCH:</b>				
No Search Conducted	160	90%	398	93%
Consent Search Conducted	0	0%	3	1%
Inventory	0	0%	0	0%
Stop and Frisk	0	0%	1	0%
Search Warrant	0	0%	0	0%
No Search/Consent Denied	0	0%	1	0%
Search Incident to Arrest	12	7%	18	4%
Plain View	1	1%	2	0%
Probable Cause	5	3%	5	1%
More Than One Type	0	0%	0	0%
Not Provided	0	0%	0	0%

**Bias-Based Policing Statistics**

**May 2015**

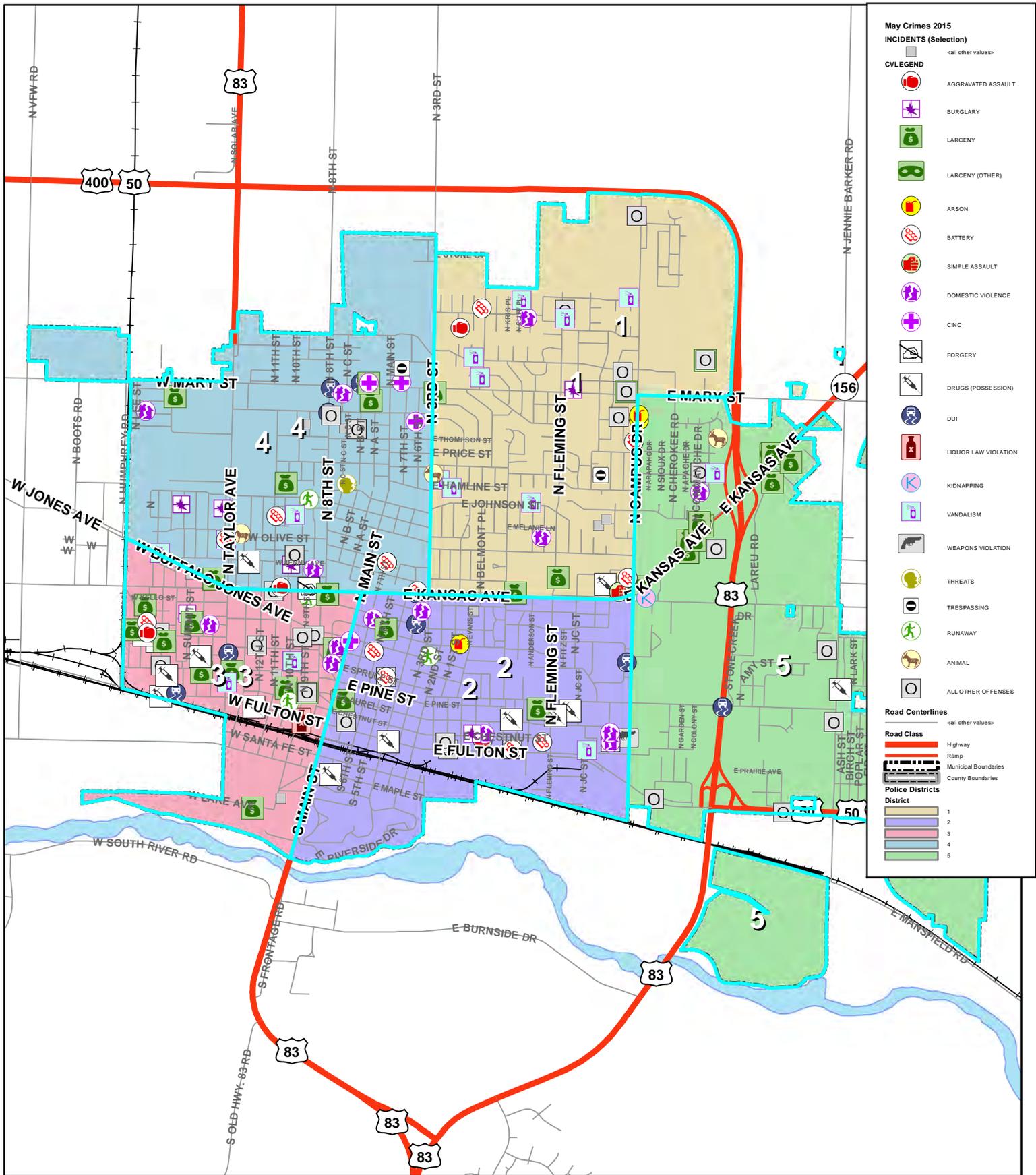
	<b>April #</b>	<b>April %</b>	<b>May #</b>	<b>May %</b>
<i>TOTAL</i>	178	100%	428	100%

## Bias-Based Policing Statistics

May 2015

	April #	April %	May #	May %
<b>CONTRABAND SEIZED:</b>				
None	173	97%	414	97%
Currency	0	0%	1	0%
Firearms	0	0%	0	0%
Other Weapons	0	0%	0	0%
Drugs/Paraphernalia	3	2%	7	2%
Alcohol/Tobacco Products	2	1%	5	1%
Stolen Property	0	0%	1	0%
Other	0	0%	0	0%
More Than One Type	0	0%	0	0%
Not Provided	0	0%	0	0%
<i>TOTAL</i>	<i>178</i>	<i>100%</i>	<i>428</i>	<i>100%</i>

<b>Hispanic</b>	Arrests	15	14%	27	11%
	Citations	72	69%	196	83%
	Warnings	12	12%	14	6%
<b>Non-Hispanic</b>	Arrests	10	14%	12	7%
	Citations	56	76%	149	81%
	Warnings	12	16%	23	13%



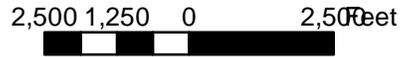
- May Crimes 2015**
- INCIDENTS (Selection)**
- <all other values>
  - AGGRAVATED ASSAULT
  - BURGLARY
  - LARCENY
  - LARCENY (OTHER)
  - ARSON
  - BATTERY
  - SIMPLE ASSAULT
  - DOMESTIC VIOLENCE
  - CNC
  - FORGERY
  - DRUGS (POSSESSION)
  - DUI
  - LIQUOR LAW VIOLATION
  - KIDNAPPING
  - VANDALISM
  - WEAPONS VIOLATION
  - THREATS
  - TRESPASSING
  - RUNAWAY
  - ANIMAL
  - ALL OTHER OFFENSES

- Road Centerlines**
- <all other values>
- Road Class**
- Highway
  - Ramp
  - Municipal Boundaries
  - County Boundaries
- Police Districts**
- District
- 1
  - 2
  - 3
  - 4
  - 5

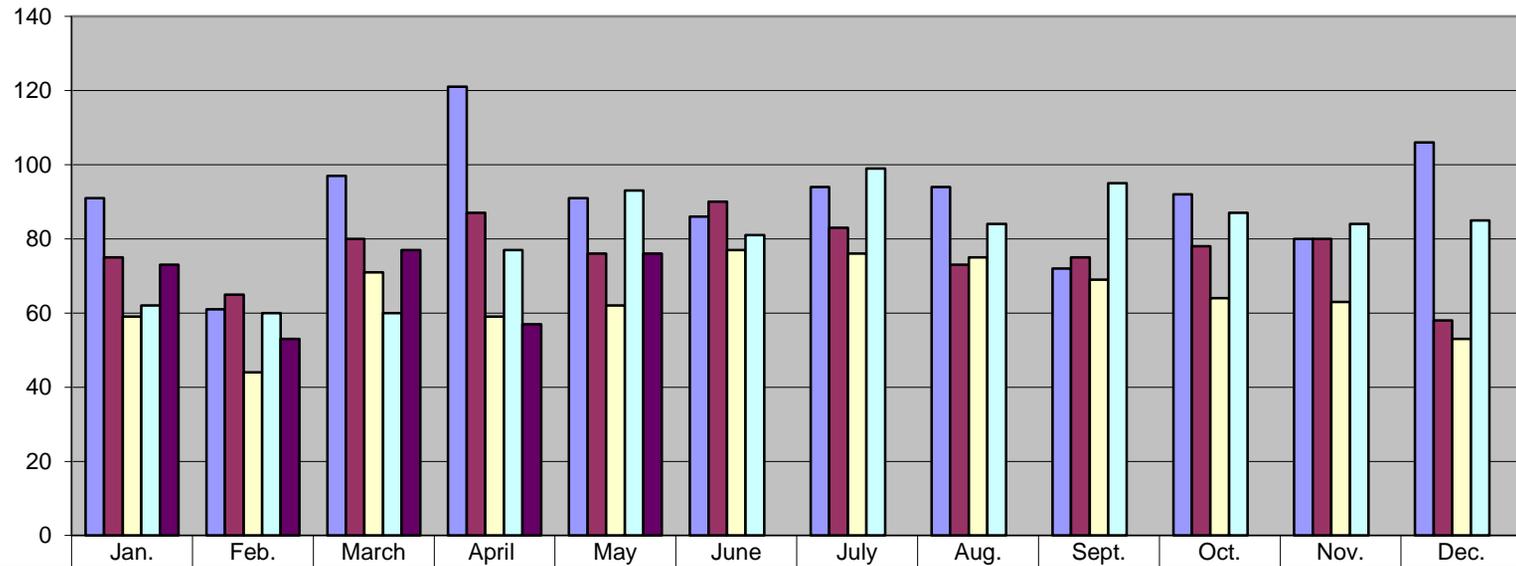


# Garden City PD

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.

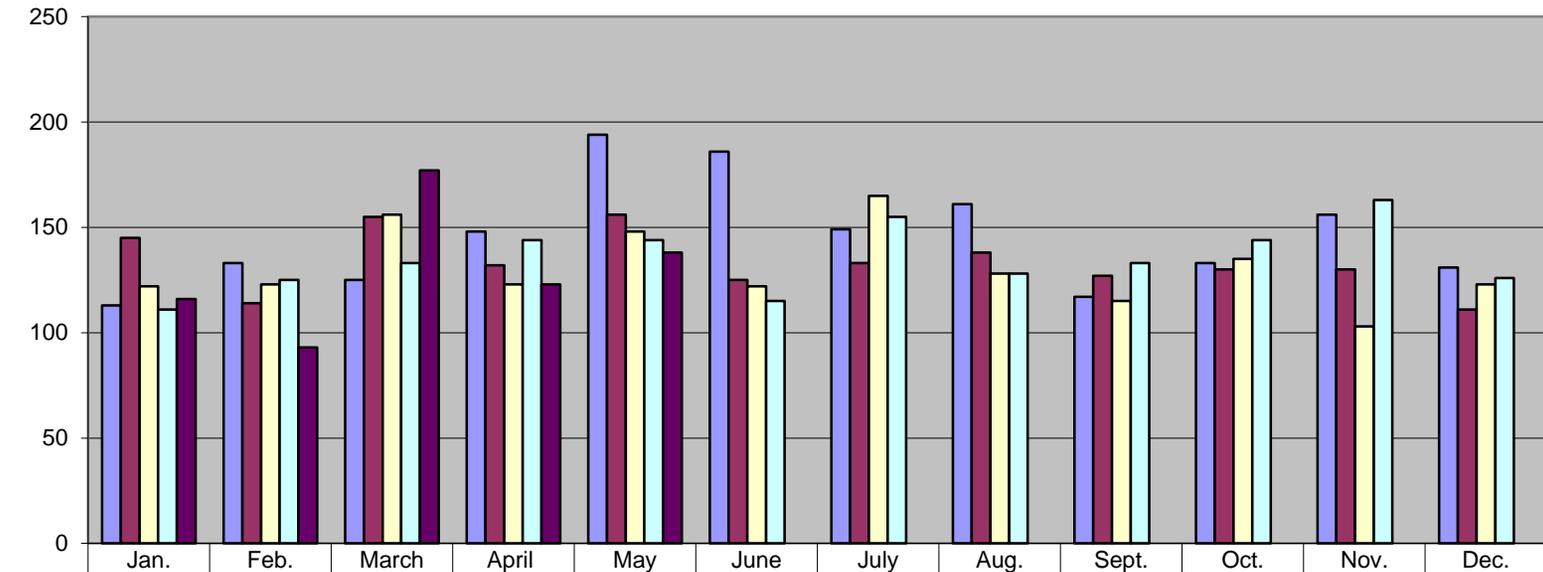


### Part I



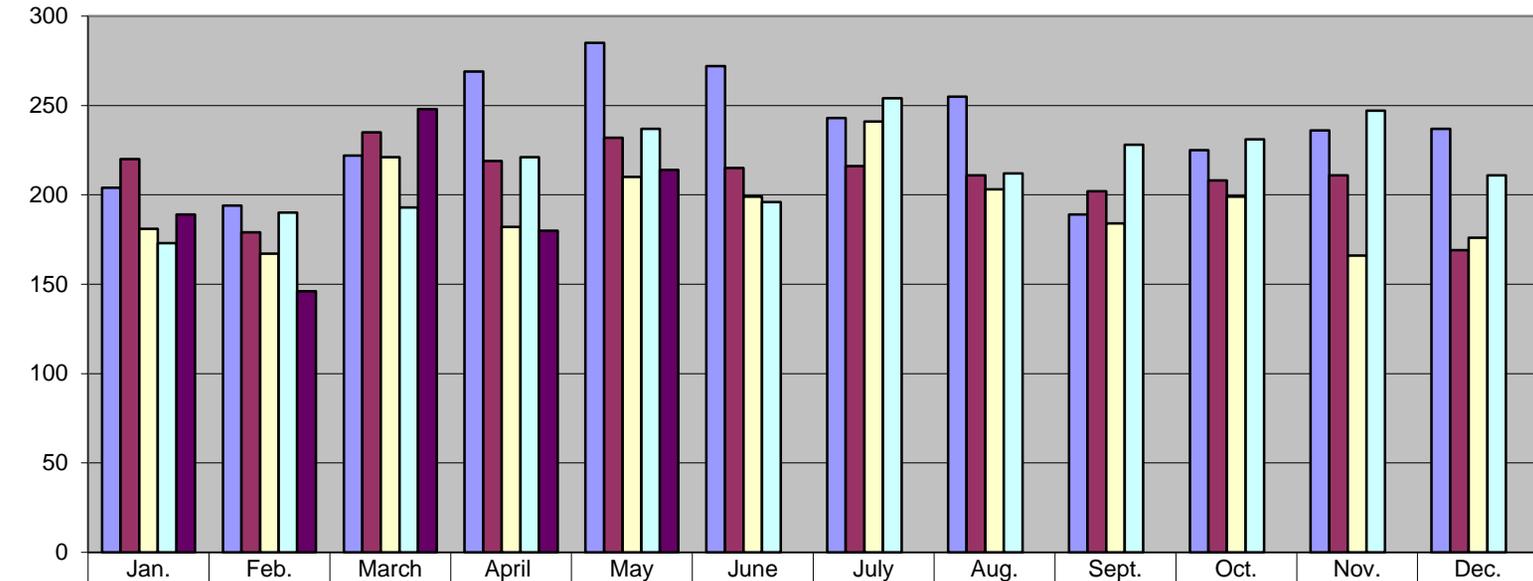
	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
■2011	91	61	97	121	91	86	94	94	72	92	80	106
■2012	75	65	80	87	76	90	83	73	75	78	80	58
■2013	59	44	71	59	62	77	76	75	69	64	63	53
■2014	62	60	60	77	93	81	99	84	95	87	84	85
■2015	73	53	77	57	76							

### All Other Crimes



	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
■ 2011	113	133	125	148	194	186	149	161	117	133	156	131
■ 2012	145	114	155	132	156	125	133	138	127	130	130	111
■ 2013	122	123	156	123	148	122	165	128	115	135	103	123
■ 2014	111	125	133	144	144	115	155	128	133	144	163	126
■ 2015	116	93	177	123	138							

### Grand Total All Crimes



	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
■ 2011	204	194	222	269	285	272	243	255	189	225	236	237
■ 2012	220	179	235	219	232	215	216	211	202	208	211	169
■ 2013	181	167	221	182	210	199	241	203	184	199	166	176
■ 2014	173	190	193	221	237	196	254	212	228	231	247	211
■ 2015	189	146	248	180	214							

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

MONTH RECEIVED	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
JANUARY	82,749	119,104	99,080	87,049	90,999	89,620	90,890	96,504	112,365	136,559	194,148	172,402	201,675	215,987	207,262	300,664
FEBRUARY	135,771	115,633	119,867	107,746	112,817	106,162	108,918	117,464	120,392	112,708	168,090	206,332	201,136	213,048	244,277	362,832
MARCH	111,517	94,385	89,945	83,994	93,138	83,528	84,800	91,096	111,384	127,434	176,275	176,089	187,616	198,757	200,357	290,207
APRIL	110,045	92,941	86,892	88,516	82,176	88,156	88,367	97,920	97,076	105,529	136,058	140,393	176,191	179,735	202,588	302,975
MAY	111,720	98,017	94,809	97,270	92,019	96,607	100,809	103,484	113,955	102,518	173,875	182,165	217,621	215,823	225,522	329,154
JUNE	99,148	93,362	101,379	98,922	86,040	82,884	99,561	98,793	107,235	110,225	174,577	192,468	197,406	205,745	227,284	313,770
JULY	111,647	91,208	99,915	97,573	91,205	88,888	95,381	109,492	130,863	126,193	163,203	175,188	199,698	238,623	232,796	
AUGUST	113,844	98,717	96,327	91,715	97,295	101,836	104,308	99,317	123,221	103,580	180,595	178,778	209,006	213,331 *	223,986	
SEPTEMBER	84,773	99,232	88,585	102,820	94,038	87,159	93,570	106,941	133,521	111,381	174,612	178,054	180,008	232,303	304,118	
OCTOBER	* 129,697	106,658	102,705	97,918	90,696	105,259	101,146	112,166	117,796	108,343	174,202	189,062	203,819	218,503	313,005	
NOVEMBER	103,094	97,348	82,869	78,619	89,706	95,946	94,231	107,500	117,428	111,973	153,378	174,342	208,611	184,384	304,259	
DECEMBER	97,466	89,406	101,296	96,993	94,616	88,792	94,570	109,693	114,846	160,409	161,622	196,711	182,159	236,524	312,690	
TOTAL RECEIPTS	<u>1,291,473</u>	<u>1,196,011</u>	<u>1,163,668</u>	<u>1,129,136</u>	<u>1,114,745</u>	<u>1,114,837</u>	<u>1,156,551</u>	<u>1,250,370</u>	<u>1,400,082</u>	<u>1,416,852</u>	<u>2,030,635</u>	<u>2,161,984</u>	<u>2,364,946</u>	<u>2,552,763</u>	<u>2,998,144</u>	<u>1,899,602</u>
PERCENTAGE CHANGE	13.05%	-7.39%	-2.70%	-2.97%	-1.27%	"FLAT"	3.74%	8.11%	11.97%	1.20%	43.32%	6.47%	9.39%	7.94%	17.45%	

\* REFLECTS HERE & THEREAFTER THE NET AMOUNT OF COUNTY-WIDE SALES TAX.  
CITY REIMBURSES TO COUNTY THE DEDICATED 1/4 CENT FOR LEC PROJECT THROUGH  
AUGUST 2014 RECEIPTS. FINALED AUGUST 2014.

CITY OF GARDEN CITY, KANSAS

ANALYSIS OF CITY SALES TAX RECEIPTS

MONTH RECEIVED	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
JANUARY	310,710	390,595	379,780	309,257	357,335	335,673	351,457	351,627	409,255	529,129	415,161	432,278	483,869	508,705	480,712	521,960
FEBRUARY	447,336	389,764	444,123	419,884	434,310	423,853	416,061	444,506	465,707	415,062	416,555	509,745	497,844	514,511	575,307	638,635
MARCH	371,146	344,152	321,705	304,720	346,371	316,320	317,599	338,956	418,336	461,822	432,675	426,585	438,777	468,745	469,435	470,493
APRIL	364,979	334,588	303,909	313,029	317,571	318,835	321,431	358,967	361,119	388,668	328,743	328,309	409,253	411,491	468,167	493,539
MAY	377,482	356,202	340,131	354,013	345,880	351,143	372,027	382,562	426,812	362,989	430,701	442,882	502,577	481,623	528,216	556,737
JUNE	344,293	341,573	336,435	356,920	340,240	319,314	364,552	363,536	398,458	413,934	423,173	471,595	457,884	469,940	526,978	523,569
JULY	361,811	331,627	359,143	329,005	338,923	330,628	350,754	394,947	456,516	469,538	402,144	431,189	453,965	554,262	540,941	
AUGUST	369,837	350,737	342,529	322,875	376,955	371,521	377,510	372,473	456,809	373,995	433,641	420,914	490,394	504,212	526,281	
SEPTEMBER	304,050	363,139	324,385	366,794	362,024	323,475	341,558	388,244	463,398	421,706	415,115	433,117	424,160	529,341	509,837	
OCTOBER	449,981	382,926	368,395	357,624	341,725	369,193	365,725	408,881	446,179	411,421	425,392	450,833	468,586	501,467	516,778	
NOVEMBER	332,271	355,951	296,743	287,373	339,384	337,133	351,892	352,723	435,767	402,883	390,433	412,877	474,976	422,213	496,772	
DECEMBER	327,755	323,048	381,904	364,126	338,971	338,058	356,317	396,872	432,701	461,792	412,973	481,207	424,131	501,046	519,605	
TOTAL RECEIPTS	<u>4,361,650</u>	<u>4,264,300</u>	<u>4,199,181</u>	<u>4,085,619</u>	<u>4,239,689</u>	<u>4,135,146</u>	<u>4,286,883</u>	<u>4,554,294</u>	<u>5,171,057</u>	<u>5,112,939</u>	<u>4,926,706</u>	<u>5,241,531</u>	<u>5,526,416</u>	<u>5,867,556</u>	<u>6,159,029</u>	<u>3,204,933</u>
PERCENTAGE CHANGE	6.46%	-2.23%	-1.53%	-2.70%	3.77%	-2.47%	3.67%	6.24%	13.54%	-1.12%	-3.64%	6.39%	5.44%	6.17%	4.97%	

**CONSIDERATION OF  
APPROPRIATION ORDINANCE**

# Ordinances & Resolutions



COMMUNITY  
DEVELOPMENT  
DEPARTMENT  
SERVING  
GARDEN CITY  
HOLCOMB

AND  
FINNEY COUNTY  
620-276-1170

INSPECTIONS  
620-276-1120

[inspection@garden-city.org](mailto:inspection@garden-city.org)

CODE COMPLIANCE  
620-276-1120  
[code@garden-city.org](mailto:code@garden-city.org)

PLANNING AND  
ZONING  
620-276-1170  
[planning@garden-city.org](mailto:planning@garden-city.org)

CITY ADMINISTRATIVE  
CENTER  
301 N. 8<sup>TH</sup>  
P.O. Box 998  
GARDEN CITY, KS  
67846-0998  
620.276.1170  
FAX 620.276.1173  
[www.garden-city.org](http://www.garden-city.org)

# Memo

To: City Commission  
From: Kaleb Kentner,  
CC: File  
Date: June 26, 2015  
Re: Certificate of Zoning Compliance

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**ISSUE:** Adoption of a Certificate of Zoning Compliance procedure to verify the compliance of new businesses to the current adopted zoning regulations.

**BACKGROUND:** Over the past several years, the City has encountered many instances in which businesses have been operating in locations that are in non-conformance with the current adopted zoning regulations. This has been problematic, especially for the affected business owners, some of which have faced the possibility of relocating their business. In many of these cases, the owners were not aware that they were not in compliance with the zoning regulations.

To mitigate this problem, the creation of a Certificate of Zoning Compliance is recommended. Over the last twelve months, staff has met with the Chamber of Commerce, Finney County Economic Development, and Garden City Downtown Vision to discuss this issue and create a workable regulation that everyone could agree upon. This certificate program has been finalized and has been approved by the board members of these organizations. (Please see attached letters of support.)

This program will not only help prospective business owners but will provide additional benefits to the community as well. For example, organizations such as the Chamber of Commerce could better promote Garden City, if they had a better idea of all the services that exist in the community. Also, having an updated list of current business would also help the police, fire and emergency responders.

The highlights of the proposed Certificate of Zoning Compliance are listed below:

- The program will be effective beginning January 1, 2016
- This program will require all new and relocating businesses to obtain a Certificate of Zoning Compliance
- The Certificate will remain valid as long as the business remains in operation and in the same location
- All existing businesses will be exempt from this requirement unless they transfer ownership or relocate
- The Certificate will be obtained from the City Clerk
- The application for the Certificate will include the owner's information, the location of the business, the date of commencement, the nature of the business, and proof of the sales tax status
- The city clerk will verify with the planning department the nature and location of the business
- The fee for the Certificate will be twenty five (\$25) dollars
- When issued, the Certificate shall be posted at the business



COMMUNITY  
DEVELOPMENT  
DEPARTMENT  
SERVING  
GARDEN CITY  
HOLCOMB  
AND  
FINNEY COUNTY  
620-276-1170

**INSPECTIONS**

620-276-1120

[inspection@garden-city.org](mailto:inspection@garden-city.org)

**CODE COMPLIANCE**

620-276-1120

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**PLANNING AND  
ZONING**

620-276-1170

[planning@garden-city.org](mailto:planning@garden-city.org)

- The city clerk will keep a permanent record of all licenses and pass the information to the fire chief and chief of police
- In preparation for the onset of this program, staff will prepare pamphlets explaining the program, and these will be made available to the general public

**ALTERNATIVES:** The Commission may

1. Approve the ordinance as presented
2. Not approve the ordinance

**RECOMMENDATION:** Staff recommends the City adopt the Certificate of Zoning Compliance.

**FISCAL IMPACT:** It is estimated that Garden City has approximately 35 new businesses per year. If the city were to adopt the Certificate of Zoning Compliance, this could create an annual revenue of eight hundred seventy five (\$875) dollars. The estimated annual expense to operate this program would be approximately two thousand nine hundred seventy five (\$2975) dollars. The general fund would then need to subsidize this program by approximately two thousand one hundred (\$2100) dollars per year. In order for the program to be self-sufficient, the set fee would need to be raised from twenty five (\$25) dollars per certificate to eighty five (\$85) dollars per certificate.

CITY ADMINISTRATIVE

CENTER

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

P.O. Box 998

GARDEN CITY, KS

67846-0998

620.276.1170

FAX 620.276.1173

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

# **Finney County Economic Development Corporation**



To: Mayor Janet Doll and Commissioners of the City of Garden City  
CC: Kaleb Kentner and Carol Davidson, Office of Community Development  
Date: June 29, 2015  
Re: Certificate of Zoning Compliance

In July of 2014, the Finney County Economic Development Corporation, along with Garden City Downtown Vision, and the Garden City Area Chamber of Commerce asked that your governing body consider the establishment of a Certificate of Zoning Compliance in order to ensure that businesses locate in areas that are properly zoned for their business types.

We have had the opportunity to review the Certificate of Zoning Compliance that has been developed by the Office of Community Development and feel that it meets both the spirit and the intent of our request. We would urge you to support this initiative as we feel it will aid in identifying potential zoning violations, thereby avoiding the conflicts and financial hardships that often arise when businesses locate in areas which are not properly zoned.

Thank you for your consideration of this matter.

Sincerely,



Lona DuVall  
President

*Finney County Economic Development Corporation  
1509 Fulton Terrace  
Garden City, KS 67846  
620-271-0388*



# Memorandum

**To:** Mayor Janet Doll & City of Garden City Commissioners  
**CC:** Kaleb Kentner, Planning & Community Development  
**From:** DVI Board of Directors  
**Date:** 6/29/2015  
**Re:** Support for Zoning Compliance Certificate

ANDY FAHRMEIER  
President

KENDALL KEPLER  
Vice President

CURT KINNEY  
Treasurer

JULIE CHRISTNER  
Secretary

ERIN BURKE  
CASSANDRA GONZALES  
MIRANDA HELFRICH  
DANA MILLER  
DEBORAH OYLER

NICOLE LUCAS  
Executive Director

The Downtown Vision Board of Directors is in full support of the adoption of a Certificate of Zoning Compliance procedure to verify the compliance of new businesses to the current adopted zoning regulations.

The Board of Directors feel that the Zoning Compliance procedure will have a positive impact on the business community of Garden City, allowing our organization to better serve our membership with the services that we offer. We appreciate the work that the Planning department has put into this project, producing the best possible solution for all parties involved.

Thank you for your consideration of the issue and please feel free to contact us with any questions or concerns.

Sincerely,

Nicole Lucas  
Executive Director

GARDEN CITY  
DOWNTOWN VISION,  
INC.

120 E. Laurel  
Garden City, KS 67846  
620.276.0891  
vision@gcdowntown.com  
[www.gcdowntown.com](http://www.gcdowntown.com)





June 26, 2015

Mayor Doll and City Commissioners  
City of Garden City  
301 N. 8th St.  
Garden City, KS 67846

Dear Mayor Doll and Commissioners,

I am pleased to write a letter of support regarding the City of Garden City's proposed ordinance to track businesses that open or relocate in Garden City. The Certificate of Zoning Compliance will help reduce zoning violations and help businesses determine the best location for their type of business.

The Chamber of Commerce board of directors voted at its June 2015 board meeting to support the final draft of the ordinance. Chamber board members and staff worked hand in hand with City staff and representatives from the Finney County Economic Development Corporation and Downtown Vision, Inc. to create a document that would assist with zoning challenges but also make sure businesses were not impacted with increased costs or delays. With a onetime fee of \$25 and the streamlined application process, the board is confident that this will not hinder business.

The Certificate of Zoning Compliance is only applicable to new or relocating businesses making existing businesses exempt from the certificate. The board felt strongly that existing businesses should be excluded from the ordinance.

I would like to thank Kaleb, Carol and the other staff at the City for working with the Chamber and other organizations in Garden City and collaborate on this issue.

Sincerely,

Steve Dyer, President  
Garden City Area Chamber of Commerce

ORDINANCE NO. \_\_\_\_\_-2015

AN ORDINANCE CREATING AND REGULATING A CITY BUSINESS LICENSE IN THE CITY OF GARDEN CITY, KANSAS; CREATING NEW CODE SECTIONS 22-72, 22-73, 22-74, 22-75, 22-76, 22-77, 22-78, 22-79, AND 22-80; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

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

**SECTION 1.** That new Section 22-72 of the Code of Ordinances for the City of Garden City, Kansas, is hereby added, to read as follows:

**Section 22-72. New and relocating businesses.**

Each individual, partnership, corporation, or a new business entity engaged in any occupation, business or profession within the city after January 1, 2016, who for the purposes of providing or conducting services, wares, merchandise or retail sales of goods, shall prior to starting the new business or relocating any existing business in the city after January 1, 2016, shall obtain a city business license from the city clerk.

**SECTION 2.** That new Section 22-73 of the Code of Ordinances for the City of Garden City, Kansas, is hereby added, to read as follows:

**Section 22-73. Penalty.**

Except as otherwise provided in this article, a violation of any of the provisions of this article is a class C offense, punishable as provided in section 1-8.

**SECTION 3.** That new Section 22-74 of the Code of Ordinances for the City of Garden City, Kansas, is hereby added, to read as follows:

**Section 22-74. Enforcement.**

It shall be the duty of any law enforcement officer to require any person engaged in activities described in section 22-72 to be duly licensed, to produce the person's business license and to enforce the provisions of this article against any person found to be in violation. The city manager, city clerk, or designee shall have the authority to order any person or business found to be in noncompliance with the business license requirements of this article, to obtain a city business license from the city clerk within ten (10) days from the date the business was found to be in violation.

**SECTION 4.** That new Section 22-75 of the Code of Ordinances for the City of Garden City, Kansas, is hereby added, to read as follows:

**Section 22-75. Prohibited acts.**

It shall be unlawful for any business to:

- (a) Conduct business or carry on activities in violation of any zoning requirements of the city.

- (b) Occupy a building that is in violation of any building code requirements of the city.
- (c) Fail to allow authorized law enforcement officers or city employees to enter into or upon the premises of a business or to otherwise interfere with any inspection of the business.

**SECTION 5.** That new Section 22-76 of the Code of Ordinances for the City of Garden City, Kansas, is hereby added, to read as follows:

**Section 22-76. Fraud.**

All persons licensed under the provisions of this article shall certify that while doing business in the city they will strictly comply with all the ordinances of the city. Any licensee who shall be guilty of any fraud, misrepresentation, or deceptive practices, whether through themselves or through an employee, while doing business in the city shall be deemed guilty of a violation of this article.

**SECTION 6.** That new Section 22-77 of the Code of Ordinances for the City of Garden City, Kansas, is hereby added, to read as follows:

**Section 22-77. Business license required.**

No person shall engage in the activities described in section 22-72 within the city without first obtaining a business license. Any applicant for a business license shall file a sworn application on a form furnished by the city clerk, which shall give information, or provide documentation, as follows:

- (a) Business name;
- (b) If the applicant is not an individual, the names and addresses of the officers of the corporation or members of the partnership, association, or other entity. If the applicant is a corporation, the name and permanent address of the applicant's registered agent or office;
- (c) Date of the commencement of the business in the city;
- (d) The physical address and nature of the business, the goods, wares, merchandise or services to be sold;
- (e) A signed statement from the applicant indicating that all of the information provided is true and correct; and

- (f) Proof of a current sales tax license from the state of Kansas or proof of exempt status from the state sales tax.

**SECTION 7.** That new Section 22-78 of the Code of Ordinances for the City of Garden City, Kansas, is hereby added, to read as follows:

**Section 22-78. Issuance of business license.**

The city clerk, planning and community development director and the chief of police when necessary, shall examine the application filed under this article and shall make such further investigation of the application and the applicant if deemed necessary. The licensee shall be notified by the city clerk of the decision on the issuance or denial of the license within three (3) business days after the application has been filed. Such license, when issued, shall contain the signature and seal of the issuing officer and shall show the name and address of the licensee, the date of issuance and length of time the license shall be operative, and the location and nature of the business involved. The city clerk shall keep a permanent record of all such licenses issued and submit a copy of such license to the fire chief and chief of police. The licensee shall post the license at the business and it shall be available for review upon request when conducting business in the city.

**SECTION 8.** That new Section 22-79 of the Code of Ordinances for the City of Garden City, Kansas, is hereby added, to read as follows:

**Section 22-79. Fees; transferability.**

The fees for the business license required by this article shall be as established in section 42-165. No business license issued under the provisions of this article shall be used by any person, other than the one to whom it was issued. No license may be transferred or assigned to another person. Any persons engaged in activities coming under this article shall exhibit their business license at the request of any person.

**SECTION 9.** That new Section 22-80 of the Code of Ordinances for the City of Garden City, Kansas, is hereby added, to read as follows:

**Section 22-80. License denial; revocation.**

- (a) The city clerk may deny or revoke any license issued under this article, for any of the following causes:
  1. Fraud, misrepresentation or false statement contained in the application for license.
  2. Fraud, misrepresentation or deceptive practice arising in the course of carrying on the business.
  3. Any violation of this article.
  4. Conducting the business in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the city.
  5. Noncompliance with section 22-77.

- (b) Notice of the revocation of a business license shall be in writing to the applicant at the address listed on the application, and the city clerk shall set forth the grounds of revocation.
- (c) Any person aggrieved by the action of the city clerk in the denial or revocation of a license shall have the right of appeal to the governing body. Such appeal shall be taken by filing with the city clerk within fourteen (14) days after notice of revocation or denial of the license has been mailed to such applicant's business during the appeal process. The governing body shall set a time and place for a hearing on the appeal and provide notice of the hearing to the applicant. The decision of the governing body on such appeal shall be final.

**SECTION 10.** That this ordinance be given full force and effect from and after its publication, in the Garden City Telegram, the official city newspaper.

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this 7<sup>th</sup> day of July, 2015.

\_\_\_\_\_  
JANET A. DOLL, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
RANDALL D. GRISELL, City Counselor

ORDINANCE NO. \_\_\_\_\_-2015

AN ORDINANCE ESTABLISHING A FEE FOR A BUSINESS LICENSE IN THE CITY OF GARDEN CITY, KANSAS; CREATING NEW CODE SECTION 42-165; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.

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

**SECTION 1.** That new Section 42-165 of the Code of Ordinances for the City of Garden City, Kansas, is hereby added, to read as follows:

**Section 42-165. New and relocating business license fee.**

The fee for a license required by section 22-72 for a new or relocating business is twenty-five dollars (\$25.00).

**SECTION 2.** That this ordinance be given full force and effect from and after its publication, in the Garden City Telegram, the official city newspaper.

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this 7<sup>TH</sup> day of July, 2015.

\_\_\_\_\_  
JANET A. DOLL, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
RANDALL D. GRISELL, City Counselor



# Memo

To: City Commission  
 From: Kaleb Kentner  
 CC: File  
 Date: March 19, 2015  
 Re: GC2015-23, Amend Article 23 Signs and Outdoor Advertising, allowing sign variances

COMMUNITY  
 DEVELOPMENT  
 DEPARTMENT  
 SERVING  
 GARDEN CITY  
 HOLCOMB  
 AND  
 FINNEY COUNTY  
 620-276-1170

**ISSUE:** To consider an amendment to the Garden City Zoning Regulations to allow variances to be issued for signs.

**BACKGROUND:** At the March 17<sup>th</sup> Planning Commission meeting, the Planning Commissioners requested staff to present an amendment to the zoning regulations that would allow variances to be issued for signs. Recently, there have been a large quantity of proposed sign amendments that have been presented to the Planning Commission, and it is the desire of the Commission to have other options available for customers to get approvals on their sign requests other than amending the existing sign regulations.

Since 2013, the following sign amendments have been presented to the Planning Commission and then to the prospective Governing Body:

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 620-276-1120  
[inspection@garden-city.org](mailto:inspection@garden-city.org)

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 620-276-1120  
[code@garden-city.org](mailto:code@garden-city.org)

**PLANNING AND ZONING**  
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YEAR	JURISDICTION	CASE NUMBER	DESCRIPTION	APPLICANT
2013	Finney County	FC2013-106	Increase the size of off-site advertising	Richard Strandmark
2013	Garden City	GC2013-61	Increase the size of banners and pennants	Various Customers
2013	Garden City	GC2013-98	To allow off-site advertising in Garden City	Richard Strandmark
2013	Holcomb	H2013-105	Increase the size of off-site advertising	Richard Strandmark
2014	Finney County	FC2014-15	Amend the distance and grade of off-site advertising. Increase the allowable size of small signs	Finney County Commission
2014	Finney County	FC2014-61	Change the timing on EMBs	Richard Strandmark
2014	Garden City	GC2014-71	Increase the size of off-site directional signs	PJ Patel

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2015	Garden City	GC2015-15	Increase the height of pole signs and increase the square footage of directional signs	Love's
2015	Holcomb	H2015-21	Increase the height of pole signs and increase the square footage of directional signs	Love's

In the last three years, we are averaging about three cases per year. But, if you split up the jurisdictions, we are only averaging between one and two sign amendments per jurisdiction per year. As you can see by the list, half of the cases were presented by one customer and every one of the proposed amendments from this customer dealt with the same issue, off-site advertising. The customer was interested in putting up off-site advertising in all three jurisdictions, which led to so many amendments.

All of the proposed amendments have been approved by the prospective governing bodies except for the request from Love's to increase the size of the directional signs. The Holcomb sign amendment, H2015-21 has not been presented to the governing body as of yet.

To reduce the amount of sign amendments, obtaining a variance is an option. Variances are required by state law to meet certain conditions before they are granted. These conditions are listed in Section 29.010. The purpose of variances is not to circumvent the zoning regulations, but to allow exceptions due to specific property conditions. Variances are intended to be rare and should not be looked at as a way to get the sign you want without changing the entire zoning regulations. It is the duty of the property owner to demonstrate that, due to the unique conditions of their property, a variance is needed. Below are the details of this proposed sign amendment:

The proposed sign amendment will allow specific types of variances to be issued on signs. These sign variances would be limited to sign area, height, and landscaping. This variance process would be completed through the Board of Zoning Appeals (BZA). The applicant would pay a two hundred and fifty (\$250.00) dollar fee and bring their case before the BZA. As the BZA is a quasi-judicial Board, the decision rendered at the meeting would be final. This option requires adding Section 23.130 and amending Sections 29.010 and 29.020, and removing Section 29.060.

1. **Adding Section 23.130** (The sign ordinance) gives the option for a citizen to seek specific variances for signs.
2. **Amending Section 29.010** (Variances and Exceptions to the District Regulations) would clarify the variance procedure. This section lists the conditions in which a variance may be granted. All conditions of this section must be met in order for the variance to be issued. The new amended Section 29.010 contains the same information as the old section; it is just reworded for clarification purposes.
3. **Amending Section 29.020** would update the list of allowable variances. The new amended Section 29.020 adds the specific sign variances allowed.



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4. **Removing Section 29.060** (permitted conditional uses) would remove unnecessary repetition. This section lists the permitted conditional uses allowed by district. Each district already lists the conditional uses permitted within that specific district article. Staff proposes the removal of this section to remove unnecessary repetition.

**The current Sections 29.010 and 29.020 read:**

29.010 VARIANCE - PROCEDURE. The Board of Zoning Appeals may authorize, upon appeal, such variances from the terms of this Zoning Regulation as will not be contrary to the Public interest, where owing to special conditions the literal enforcement of the provisions of this Zoning Regulation will result in unnecessary hardship; provided, that the spirit of the regulation-be observed and substantial justice done. Before any variance may be authorized however, it shall be shown that:

- (A) The variance requested arises from such condition which is unique to the property in question and which is not ordinarily found in the same Zoning district, and is not created by an action or actions of the property or the Applicant.
- (B) The granting of the variance will not adversely affect the rights of adjacent property owners or residents.
- (C) The strict application of the provisions of these regulations from which a variance is requested will constitute unnecessary hardship upon the property owner represented in the application.
- (D) The variance desired will not adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare.
- (E) Granting the variance desired will not be opposed to the general spirit and intent of these regulations.

29.020 ALLOWABLE VARIANCES. Variances shall include yard and height regulations only and are limited to the following:

A yard regulation variance shall not encroach upon the required setback for adjacent buildings as required by the adopted building code.

**The new Section 23.130 would read: (changes are highlighted in yellow)**

**23.130 APPEALS.** Any person affected by the application of the provisions of this article may appeal to the Board of Zoning Appeals.

- (A) The Board of Zoning Appeals may issue variances on signs but shall not grant approval for a prohibited sign as defined by this article.



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**The amended Sections 29.010 and 29.020 would read:**

**29.010 VARIANCE - PROCEDURE.** An application for a variance may only be granted upon a finding by the Board that the applicant has shown by clear and convincing evidence that all of the following conditions have been met:

- (A) The strict application of the provisions of these regulations from which a variance is requested would constitute unnecessary hardship upon the applicant.
- (B) The granting of the variance will not adversely affect the rights of adjacent landowners or residents.
- (C) The granting of the variance will not be opposed to the general spirit and intent of these regulations.
- (D) The variance desired will not adversely affect the public health, safety or general welfare.
- (E) The variance requested arises from a condition that is unique to the property in question, is not ordinarily found in the same zoning district, and is not created by an action or actions of the landowner or the applicant.

**29.020 ALLOWABLE VARIANCES.**

- (A) Variances for yard and height regulations may be permitted and are limited to the following: A yard regulation variance shall not encroach upon the required setback for adjacent buildings as required by the adopted building code.
- (B) The Board may consider variances for permitted permanent signs as long as the sign is not a prohibited sign as defined in Article 23. These variances shall be limited to
  - (1) variances on the sign area for on and off-site advertising, not to exceed fifty (50) percent of the allowable sign area;
  - (2) variances on the maximum allowable height to be limited to the difference between the grade of the location of the proposed sign and the curb or crown of the nearest adjacent street. The maximum allowable amount being the difference between the sign grade and curb or street grade; and
  - (3) variances on the landscaping requirements for signs.

**Section 29.060 would be removed:**

~~**29.060 PERMITTED CONDITIONAL USES.** Conditional uses which may be authorized by the Board of Zoning Appeals:~~

- ~~(A) In the "P-F" DISTRICT:
 
  - (1) Mining and Quarrying.
  - (2) Heliports.
  - (3) Private Parks (over 5 acres.)~~
- ~~(B) In the "I-1" DISTRICT:~~



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- ~~(1) Micro-Wave Towers.~~
- ~~(2) Radio Towers.~~
- ~~(3) Television Towers.~~
- ~~(4) Telephone Transmission Buildings.~~

~~(C) In the "I-2" DISTRICT:~~

- ~~(1) Micro-Wave Towers.~~
- ~~(2) Radio Towers.~~
- ~~(3) Television Towers.~~
- ~~(4) Telephone Transmission Buildings.~~
- ~~(5) Electric Power Plants.~~

~~(D) In the "I-3" DISTRICT:~~

- ~~(1) Auto-wrecking yards, junk yards, and scrap processing yards subject to the following:
 
  - ~~(a) Located on a tract of land at least three hundred (300) feet from a residential district zone.~~
  - ~~(b) The operation shall be conducted wholly within a noncombustible building or within an area completely surrounded on all sides by a solid noncombustible fence or wall. The fence or wall shall be of uniform height (at least six (6) feet high), uniform texture and color, and shall be so maintained, by the proprietor, as to insure maximum safety to the public and preserve the general welfare of the neighborhood. The fence or wall shall be installed in such a manner as to retain all scrap, junk, or other material the yard.~~
  - ~~(c) No junk shall be loaded, unloaded, or otherwise placed, either temporarily or permanently outside the enclosing building, hedge, fence, or wall, or within the public right-of-way.~~
  - ~~(d) Burning of paper, trash, junk, or other waste shall be permitted only after approval of the Fire Department and Governing Body. Said burning, when permitted, shall be done during daylight hours only.~~~~

- ~~(2) Manufacturing or storage of bulk oil, gas, and explosions.~~
  - ~~(a) Petroleum Refining.~~

- ~~(3) Micro-Wave Towers, Radio Towers, Television Towers, Electric Power Plans, and Telephone Transmission Buildings.~~

- ~~(4) Ready-Mix Concrete and Asphalt Mix Plants.~~

- ~~(5) Stock Yard and Slaughter Houses.~~

- ~~(6) Poultry Storage or Slaughtering.~~

- ~~(7) Other uses which may be noxious or offensive by reason of emission of odor, dust, smoke, gas, noise or vibration.~~

~~(E) Additional parking in the "R-3" and "R-4" DISTRICTS:~~

~~Public and private parking lots on land adjoining a commercial zone or a public or semi-public use providing all of such land lies within two hundred (200) feet of the~~



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~~boundary of the commercial zone, public use, or semi-public use and further providing:~~

~~(1) The parking area is paved with concrete, asphalt, or similar dust free surface.~~

~~(2) The parking area is enclosed with a fence, wall, or landscaped buffer area as determined by the Board of Appeals having a height of not less than four (4) feet or more than six (6) feet. Such fence, wall, or other enclosure shall be maintained in good condition by the owners and shall observe the front and side yard regulations of the district in which it is located.~~

~~(3) Any lights used to illuminate said parking area shall be so arranged as to reflect away from adjoining residential district or districts.~~

~~(4) A performance bond shall be filed with the City to guarantee the City that all improvements will be installed. The bond shall be enforceable by or payable to the City in a sum equal to the cost of constructing the off-street parking Area as estimated by the City Engineer.~~

**ALTERNATIVES:** The Commission may

1. Approve the amendments as requested.
2. Not approve the amendments.

**STAFF RECOMMENDATION:** Staff recommends approval of the amendments.

**PLANNING COMMISSION RECOMMENDATION:** On May 21, 2015, the Planning Commission recommended approval\* of the amendments as presented.

Present- 6

Yea- 6

Nay- 0

\*Please see attached minutes from the Planning Commission Meeting:

**GC2015-23 Amendment to Garden City Zoning Regulations Allowing Variances to be Issued for Signage**

*Staff Davidson reads staff report*

*Member Laubach-* On Item A under your variable allowance, that wasn't clear to me, is this is reference to signs? Because this is really talking about setbacks to buildings.

*Staff Davidson-* Yes, this is not in the sign regulation, that is actually in the variance section.

*Member Laubach-* It looks like everything we discussed regarding the Love's deal.

*Secretary Kentner –* Yeah, we wanted to make it, open it up to have a variance process to go through. We tried to hit all the major issues that we discussed that we had issues with and I think we covered it. We did receive a couple of individuals that came in that were very upset with us because we keep changing sign regulations over and over. Their reasoning is the amount of money that we were causing the community because every time we make an amendment we have to print the whole sign regulation in the paper. It's the only way you can do it. The public needs to know what the laws are this is the only way to do that.

*Discussion ensued regarding the publication of the sign regulations in the newspaper.*

**OPEN PUBLIC COMMENT**

**CLOSE PUBLIC COMMENT**



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*MEMBER LAUBACH MAKES MOTION TO APPROVE.  
MEMBER GERMANN SECONDS MOTION.*

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

Germann	Lucas	Gigot	Howard	Law	Lopez	Laubach	Schneider	Schwindt
Yea	Not Present	Yea	Not Present	Yea	Yea	Yea	Yea	Not Present

Motion passed.

**ORDINANCE NO. \_\_\_\_\_-2015**

AN ORDINANCE AMENDING THE ZONING REGULATIONS FOR THE CITY OF GARDEN CITY, KANSAS; ADOPTING NEW ZONING REGULATIONS TO REGULATE ALLOWABLE SIGN VARIANCES; CREATING NEW ZONING REGULATIONS SECTION 23.130; AMENDING ZONING REGULATION SECTIONS 29.010 AND 29.020; DELETING CURRENT ZONING REGULATION SECTION 29.060; REPEALING IN THEIR ENTIRETY CURRENT ZONING REGULATION SECTIONS 29.010, 29.020, AND 29.060; ALL TO THE ZONING REGULATIONS FOR THE CITY OF GARDEN CITY, KANSAS.

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

**SECTION 1.** New Section 23.130 of the Zoning Regulations for the City of Garden City, Kansas, is hereby added to read as follows:

23.130 APPEALS. Any person affected by the application of the provisions of this article may appeal to the Board of Zoning Appeals.

- (A) The Board of Zoning Appeals may issue variances on signs but shall not grant approval for a prohibited sign as defined by this article.

**SECTION 2.** SECTION 29.010 of the Zoning Regulations for the City of Garden City, Kansas, is hereby amended to read as follows:

29.010 VARIANCE - PROCEDURE. An application for a variance may only be granted upon a finding by the Board of Zoning Appeals that the applicant has shown by clear and convincing evidence that all of the following conditions have been met:

- (A) The strict application of the provisions of these regulations from which a variance is requested would constitute unnecessary hardship upon the applicant.
- (B) The granting of the variance will not adversely affect the rights of adjacent landowners or residents.
- (C) The granting of the variance will not be opposed to the general spirit and intent of these regulations.
- (D) The variance desired will not adversely affect the public health, safety or general welfare.
- (E) The variance requested arises from a condition that is unique to the property in question, is not ordinarily found in the same zoning district, and is not created by an action or actions of the landowner or the applicant.

29.020 ALLOWABLE VARIANCES.

- (A) Variances for yard and height regulations may be permitted and are limited to the following: A yard regulation variance shall not encroach upon the required setback for adjacent buildings as required by the adopted building code.
- (B) The Board of Zoning Appeals may consider variances for permitted permanent signs as long

as the sign is not a prohibited sign as defined in Article 23. These variances shall be limited to

- (1) Variances on the sign area for on and off-site advertising, not to exceed fifty (50) percent of the allowable sign area;
- (2) Variances on the maximum allowable height to be limited to the difference between the grade of the location of the proposed sign and the curb or crown of the nearest adjacent street. The maximum allowable amount being the difference between the sign grade and curb or street grade; and variances on the landscaping requirements for signs.
- (3) Variances on the landscaping requirements for signs.

**SECTION 3.** Section 29.060 of the Zoning Regulations for the City of Garden City, Kansas is hereby deleted and repealed.

**SECTION 4.** The Zoning Regulations for the City of Garden City, Kansas, Sections 29.010, 29.020, and 29.060 as previously existing, are hereby repealed, to be replaced as specified in this ordinance. All Zoning Regulation sections not specifically amended or deleted herein shall remain in full force and effect.

**SECTION 5.** This ordinance shall be in full force and effect from and after its publication in the Garden City Telegram, the official city newspaper.

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this 7<sup>th</sup> day of July, 2015.

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JANET A. DOLL, Mayor

ATTEST:

---

CELYN N. HURTADO, City Clerk

APPROVED AS TO FORM:

---

RANDALL D. GRISELL

City Counselor



# Memo

To: City Commission  
From: Kaleb Kentner  
CC: File  
Date: June 30, 2015  
Re: Rural Housing Incentive District Resolution Establishing a Date and Time for a Public Hearing

**ISSUE:** Rural Housing Incentive District Resolution Establishing a Date and Time for a Public Hearing for the Reserves at Prairie Ridge Phase III.

**BACKGROUND:** As Required by the RHID Statute, this resolution establishes a date and time for a public hearing at which a development plan and an ordinance establishing the Reserves at Prairie Ridge Phase III RHID will be considered.

The date and time established in the resolution is: August 18, 2015 at 1:30 PM. A preliminary copy of the Development Plan, which includes the Development Agreement, to be considered at that time is included with this memo for your review.

This is the final phase of this development, and it will consist of two (2) sixteen (16) unit apartment buildings. Parking will be provided on site for the apartments. The apartments will have cable and washer and dryer hookups.

**Alternatives:**

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

**Recommendation:** Staff recommends approval of the resolution.

**Fiscal Note:** There is no fiscal note at this time. The Developer will fund the project through private financing.

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Resolution No. \_\_\_\_\_

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF GARDEN CITY, KANSAS DETERMINING THAT THE CITY IS CONSIDERING ESTABLISHING A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH PROPOSED DISTRICT; ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING ON SUCH MATTER, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH PUBLIC HEARING. (RESERVES AT PRAIRIE RIDGE PHASE III)**

**WHEREAS**, K.S.A. 12-5241 *et seq.* (the Act) authorizes any city incorporated in accordance with the laws of the state of Kansas (the State) with a population of less than 60,000 located in a county with a population of less than 80,000, to designate rural housing incentive districts within such city; and

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

**WHEREAS**, after conducting such analysis, the governing body of such city may adopt a resolution making certain findings regarding the establishment of a rural housing incentive district and providing legal description of property to be contained therein; and

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

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

**WHEREAS**, the City of Garden City, Kansas (the City) has an estimated population of approximately 30,761, is located in Finney County, Kansas, which has an estimated population of approximately 41,069, and therefore constitutes a City as said term is defined in the Act; and

**WHEREAS**, the Governing Body of the City has performed a Housing Needs Analysis updated February, 2015 (the Analysis), a copy of which is on file in the office of the City Clerk, and

**WHEREAS**, the Governing Body of the City has heretofore adopted Resolution No.2442-2011 which made certain findings relating to the need for financial incentives for the construction of quality housing within the City, declared it advisable to establish a Rural Housing Incentive District pursuant to the Act and authorized the submission of such Resolution and a Housing Needs Analysis to the Kansas Department of Commerce in accordance with the provisions of the Act; and

**WHEREAS**, the Secretary of the Kansas Department of Commerce, pursuant to a letter dated December 12, 2011 authorized the City to proceed with the establishment of a Rural Housing Incentive District pursuant to the Act (the District); and

**WHEREAS**, the City has caused to be prepared a plan for the development or redevelopment of housing and public facilities in the proposed District in accordance with the provisions of the Act (the Plan); and

**WHEREAS**, the Plan includes:

1. The legal description and map required by subsection (a) of K.S.A. 12-5245;
2. The existing assessed valuation of the real estate in the proposed District listing the land and improvement values separately;
3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District;
4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the District, and the location thereof;
5. A listing of the names, addresses and specific interests in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District;
6. The contractual assurances, if any, the Governing Body has received from such developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District;
7. A comprehensive analysis of the feasibility of providing housing tax incentives in the proposed District as provided in the Act, which shows the public benefits derived from such District will exceed the costs and that the income therefrom, together with all public and private sources of funding, will be sufficient to pay for the public improvements that may be undertaken in such District, and

**WHEREAS**, the Governing Body of the City proposes to continue proceedings necessary to create a Rural Housing Incentive District, in accordance with the provisions of the Act, and adopt the Plan, by the calling of a public hearing on such matters.

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

**Section 1. Proposed Rural Housing Incentive District.** The Governing Body hereby declares intent to establish within the City a Rural Housing Incentive District. The District is proposed to be formed within the boundaries of the real estate legally described in **Exhibit A** attached herein, and shown on the map depicting the existing parcels of land attached herein as **Exhibit B**. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District and the existing assessed valuation of said real estate, listing the land improvement values separately, is attached hereto as **Exhibit C**.

**Section 2. Proposed Plan.** The Governing Body hereby further declares intent to adopt the Plan in substantially the form presented to the Governing Body on this date. A copy of the Plan shall be filed in the office of the City Clerk and be available for public inspection during normal business hours. A description of the housing and public facilities projects that are proposed to be constructed or improved in the proposed District, and the location thereof are described in **Exhibit D** attached hereto. A summary

of the contractual assurances by the developer and the comprehensive feasibility analysis is contained in **Exhibit E** attached hereto.

**Section 3. Public Hearing.** Notice is hereby given that a public hearing will be held by the Governing Body of the City to consider the establishment of the District and adoption of the Plan on August 18, 2015, at the City Commission Meeting Room, City Hall, 301 N. 8<sup>th</sup> Street, Garden City, Kansas 67846; the public hearing to commence at 1:30 p.m. or as soon thereafter as the Governing Body can hear the matter. At the public hearing, the Governing Body will receive public comment on such matters, and may, after the conclusion of such public hearing, consider the findings necessary for establishment of the District and adoption of the Plan, all pursuant to the Act.

**Section 4. Notice of Public Hearing.** The City Clerk is hereby authorized and directed to provide for notice of the public hearing by taking the following actions;

1. A certified copy of this resolution shall be delivered to:
  - A. The Board of County Commissions of Finney County, Kansas;
  - B. The Board of Education of U.S.D. 457;
  - C. The Board of Trustees of Garden City Community College; and
  - D. The Planning Commission of the City.
2. This Resolution, specifically including **Exhibit A** thru **E** attached hereto, shall be published at least once in the official newspaper of the City not less than one week or more than two weeks preceding the date of the public hearing.

**Section 5. Further Action.** The Mayor, City Manager, City Clerk and the officials and employees of the City, including the City Attorney, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution.

**Section 6. Effective Date.** This Resolution shall take effect after its adoption by the Governing Body.

**ADOPTED** by the Governing Body of the City of Garden City, Kansas on July 7, 2015.

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Janet A. Doll, Mayor

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Celyn N. Hurtado, City Clerk

***EXHIBIT A***

**LEGAL DESCRIPTION OF PROPOSED RURAL HOUSING INCENTIVE DISTRICT BOUNDARIES FOR  
RESERVES AT PRAIRIE RIDGE PHASE III**

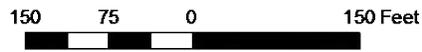
Lot 3, Block 1, A Replat of the Reserves at Prairie Ridge, to the City of Garden City, Finney County, Kansas

**EXHIBIT B**

**MAP OF PROPOSED RURAL HOUSING INCENTIVE DISTRICT BOUNDARIES  
FOR RESERVES AT PRAIRIE RIDGE PHASE III**



The Reserves at Prairie Ridge Phase III



**EXHIBIT C**

**LIST OF NAMES AND ADDRESSES OF THE OWNERS OF RECORD OF ALL REAL ESTATE PARCELS WITHIN  
THE PROPOSED DISTRICT**

Prairie Trails Partners III, LLC  
5345 151<sup>ST</sup> Terrace  
Leawood, KS 66224

## ***EXHIBIT D***

### **DESCRIPTION OF THE HOUSING AND PUBLIC FACILITIES PROJECT OR PROJECTS THAT ARE PROPOSED TO BE CONSTRUCTED OR IMPROVED IN THE PROPOSED RURAL HOUSING INCENTIVE DISTRICT**

#### **Housing Facilities**

The Reserves at Prairie Ridge Phase III project will contain two multi-family sixteen-plex residences for a total of thirty two housing units. Each individual housing unit will have laundry hookups, cable television hookups, and onsite parking.

#### **Public Facilities**

Public improvements will include construction of infrastructure improvements located within the boundaries of the District, including street, water, sanitary sewer, and electric improvements. Infrastructure improvements will be constructed concurrently with the project.

## ***EXHIBIT E***

### **SUMMARY OF THE CONTRACTUAL ASSURANCES BY THE DEVELOPER AND OF THE COMPREHENSIVE FEASIBILITY ANALYSIS**

#### ***Contractual Assurances***

The Governing Body of the City of Garden City will enter into a development agreement with Overland Property Group, LLC. This agreement, as supplemented and amended, shall include the project construction schedule, a description of projects to be constructed, financial obligations of the developer and financial and administrative support from the City of Garden City.

#### ***Feasibility Study***

The City conducted a study to determine whether the public benefits derived from the rebate would be sufficient to pay for the public improvements to be undertaken in the District. The analysis estimates the property tax revenues that will be generated from the Development, less existing property taxes to determine the revenue stream available to support the costs of the public infrastructure. The estimates indicate that the revenue realized from the project would be adequate to pay the costs of the public infrastructure.

**DEVELOPMENT PLAN**  
**FOR THE RESERVES AT PRAIRIE RIDGE, PHASE III RURAL HOUSING INCENTIVE DISTRICT**  
**OF THE CITY OF GARDEN CITY, KANSAS**  
**June, 2015**

## **INTRODUCTION**

On September 20, 2011 the Governing Body of the City of Garden City, Kansas (the City) adopted Resolution 2442-2011 that found and determined that:

1. There is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.
2. The shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.
3. The shortage of quality housing is a substantial deterrent to the future economic growth and development of the City.
4. The future economic wellbeing of the City depends on the Governing Body providing additional incentives for the construction of/or renovation of quality housing in the City.

Based on these findings and determinations, the Governing Body proposed the establishment of a Rural Housing Incentive District within the City pursuant to the Act. (K.S.A. 12-5219 et seq.)

Following the adoption of Resolution 2442-2011, a certified copy was submitted to the Secretary of Commerce for approval of the establishment of the Rural Housing Incentive District in the City, as required by K.S.A. 12-5244(c).

On December 12, 2011, the Secretary of Commerce provided written confirmation, approving the establishment of the Prairie Trails Partners, LLC Rural Housing Incentive District (the District) (Resolution 2442-2011, exhibit A-B).

## **DEVELOPMENT PLAN ADOPTION**

K.S.A. 12-5245 states that once the City receives approval from the Secretary of Commerce for the development of a Kansas Rural Housing Incentive District, the governing body must adopt a plan for the development of housing and public facilities within the proposed district.

## **DEVELOPMENT PLAN**

As a result of the shortage of quality housing within Garden City, the City proposes this Development Plan to assist in the development of quality housing within the City.

1. The legal description of the Prairie Trails Partners, LLC Rural Housing Incentive District is:

A PORTION OF LOT 2, BLOCK 1, RESERVES AT PRAIRIE RIDGE ADDITION, GARDEN CITY, FINNEY COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2, THENCE ALONG THE SOUTH LINE OF SAID LOT 2, ON AN ASSUMED BEARING OF N 89°13'20" W A DISTANCE OF 224.29 FEET; THENCE

N 00°00'00" E ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 365.18 FEET; THENCE N 90°00'00" E A DISTANCE OF 79.84 FEET; THENCE N 00°00'00" E A DISTANCE OF 28.09 FEET; THENCE N 90°00'00" E A DISTANCE OF 203.00 FEET; THENCE N 00°00'00" E A DISTANCE OF 71.43 FEET; THENCE N 90°00'00" E A DISTANCE OF 197.14 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2; THENCE S 00°00'00" W ALONG SAID EAST LINE, A DISTANCE OF 34.61 FEET; THENCE S 90°00'00" W A DISTANCE OF 140.16 FEET; THENCE S 00°00'00" W A DISTANCE OF 83.00 FEET; THENCE S 90°00'00" W A DISTANCE OF 56.98 FEET; THENCE S 00°00'00" W A DISTANCE OF 56.10 FEET; THENCE S 90°00'00" W A DISTANCE OF 246.97 FEET; THENCE S 00°00'00" W A DISTANCE OF 155.80 FEET; THENCE N 90°00'00" E A DISTANCE OF 188.42 FEET; THENCE S 00°00'00" W A DISTANCE OF 138.23 FEET TO THE POINT OF BEGINNING. CONTAINS 1.71 ACRES, MORE OR LESS. END OF DESCRIPTION.

A map of the District is attached as **Exhibit A** to this document.

2. The assessed valuation of all real estate within the District for 2014 is \$33,900.00.
3. The name and address of the owner of record for the real estate within the District is:  
Prairie Trails Partners III, LLC  
5345 151<sup>ST</sup> Terrace  
Leawood, KS 66224
4. The housing and public facilities project that are proposed to be constructed include the following:  
**Housing Facilities**  
The housing facilities will be composed of two multi-family sixteen-plex residences. Each individual family unit will have laundry hookups, cable television hookups and onsite parking.  
**Public Facilities**  
Public improvements will include construction of infrastructure improvements located within the boundaries of the District, including water, sanitary sewer, and electric improvements. Infrastructure improvements will be constructed concurrently with the project.
5. The names, addresses, and specific interests in the real estate in the District of the developers responsible for development of the housing and public facilities are:

Owner of Real Property: Prairie Trails Partners III, LLC  
5345 151<sup>ST</sup> Terrace  
Leawood, KS 66224

Developer: Overland Property Group, LLC  
(Site Work and Infrastructure) 5345 151<sup>ST</sup> Terrace  
Leawood, KS 66224

Individuals with Specific Interest: Brett Johnson  
5345 151<sup>ST</sup> Terrace  
Leawood, KS 66224

Pat Beatty  
5345 151<sup>st</sup> Terrace  
Leawood, KS 66224

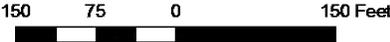
Rex Vanier  
5345 151<sup>st</sup> Terrace  
Leawood, KS 66224

6. The Governing Body of the City entered into a Development Agreement with Overland Property Group, LLC a Kansas limited liability corporation, in **June of 2015**. The Development Agreement, as supplemented and amended, includes the project construction schedule, a description of projects to be constructed, financial obligations of the developer and financial and administrative support from the City. The complete Development Agreement is attached hereto as **Exhibit C**.
7. The City's Finance Director conducted a study to determine whether the public benefits derived from the District will exceed the costs and that the income from the District, together with other sources of revenue, would be sufficient to pay for the public improvements to be undertaken in the District. A copy of the analysis is attached hereto as **Exhibit B**. the analysis estimates the property tax revenues that will be generated from the District, less existing property taxes, to determine the revenue stream available to support reimbursement to the Developer for all or a portion of the costs of financing the public infrastructure. The estimates indicate that the revenue realized from the project would be adequate to pay all or a significant portion of the eligible costs.

DEVELOPMENT PLAN – EXHIBIT A  
MAP OF THE PRAIRIE TRAILS PARTNERS, LLC  
RURAL HOUSING INCENTIVE DISTRICT



The Reserves at Prairie Ridge Phase III



**DEVELOPMENT PLAN – EXHIBIT B  
COMPREHENSIVE FINANCIAL FEASIBILITY ANALYSIS**

**Cost of  
infrastructure  
Improvements**

Unimproved land	2014 Value	Property Class	Mill Levy	Annual Tax Amount
2.74 Acres	\$33,900.00	12%	0.145971	\$593.81

Lot Details	Land + Building Value	Property Class	Mill Levy - 20 mils to USD 457	Post Improvement Annual Tax	Annual Tax - Original Tax Amount	Rebate Over 15 Years
2 16-Unit Apartment Building	\$2,804,708.93	11.5%	0.125971	\$ 40,630.88	\$ 40,037.07	\$ 600,556.03

If the buildings are valued at \$2,804,708.93, the increment tax for 15 years would total approximately \$1,201.112.06. This would be \$xxx.xx less than the amount spent on the infrastructure.

**DEVELOPMENT PLAN – EXHIBIT C  
DEVELOPMENT AGREEMENT**

**Development Agreement  
Reserves at Prairie Ridge, Phase III  
32 Units**

**THIS DEVELOPMENT AGREEMENT** (hereinafter “Agreement”), entered into this 6th day of August, 2013, by and between the **CITY OF GARDEN CITY**, Kansas, a municipal corporation of the State of Kansas (hereinafter “City”), and **PRAIRIE TRAILS PARTNERS III, LLC** a Kansas limited liability corporation, with its principal place of business in Overland Park, Kansas (hereinafter “Developer”).

**RECITALS**

- A. WHEREAS**, City and Developer (hereinafter “Parties”) desire to memorialize their intent with respect to their obligations and responsibilities for the construction of a multi-family residential development to be known as “Reserves at Prairie Ridge” (hereinafter “the Development”); and,
- B. WHEREAS**, Developer is the title owner of real property located within the boundaries of City and described on *Exhibit A*, further described as Phase 1 of Prairie Trails Partners, LLC Project, attached hereto and incorporated herein by reference (hereinafter “the Property”); and,
- C. WHEREAS**, Developer desires to develop the Property by construction of multi-family residences and all related internal infrastructure improvements, all as more fully described herein; and,
- D. WHEREAS**, City has determined that the construction of the Development will foster the economic development of City and surrounding area of Finney County, Kansas; and,
- E. WHEREAS**, the Parties hereto are authorized to enter into this Agreement and to complete the responsibilities set forth herein.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the premises and promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**ARTICLE I**

**DEFINITIONS**

**1.1 Definitions.** As used in this Agreement, the following words and terms shall have the meaning set forth below:

**Agreement**—means this Development Agreement, as the same may be from time to time modified, amended or supplemented in writing by the Parties hereto.

**City**—means the City of Garden City, Kansas

**Concept Site Plan**—means the site development plan prepared by a licensed professional engineer, or firm thereof, acceptable to City, attached as **Exhibit C** hereto and incorporated herein by reference, depicting the conceptual program for construction of the Development Project and the Public Improvements.

**Construction Plans**—means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections.

**Developer**—means Prairie Trails Partners II, LLC, a Kansas limited liability corporation, with its principal place of business in Overland Park, Kansas or its permitted successors or assigns in interest.

**Development Area**—means the collective areas described in **Exhibit B** attached hereto and incorporated herein by reference.

**Development Costs**—means the total amount spent or expected to be spent by Developer to construct the Work.

**Development Project**—means quality multi-family residences to be constructed in the Development Area in accordance with the Concept Site Plan.

**Governing Body**—means the City Commission of Garden City, Kansas.

**Internal Infrastructure Improvements**—means the water, sanitary sewer, electric improvements necessary for the Development and located within the boundaries of the Development Area, including engineering costs, any costs of right-of-way and appurtenances related thereto, as set forth on the approved plat for the Development, all as more specifically described on **Exhibit D** attached hereto and incorporated herein by this reference.

**Material Change**—shall mean any change in the Concept Site Plan that significantly affects the nature of the Public Improvements, the number of Units, or increases/decreases the cost of the Development Project by twenty-five thousand dollars (\$25,000.00) or more for each change.

**Mayor**—means the Mayor of Garden City, Kansas or his duly authorized agent.

**Plans and Specifications**—means the plans and specifications for the Public Improvements prepared by a licensed professional engineer, or firm thereof, acceptable to City.

**Project Costs**—means all costs associated with the completion of the Public Improvement and all associated legal, engineering, and other soft costs as described on the cost estimates set forth on **Exhibit D** attached hereto and incorporated herein by this reference.

**Property**—means the real property (including but not limited to fee interests, leasehold interests, tenant-in-common interests, and such other like or similar interests) on which the Development Project will be located, more specifically described in **Exhibit A** attached hereto and incorporated by this reference.

**Public Improvements**—means the electric, sewer, and water improvements which will be owned, operated and maintained by the City of Garden City.

**Related Third Party**—means any party related to the Developer by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended and any successor entity in which the principals of the Developer (either individually or collectively) or Developer own or control no less than fifty percent (50%) of the voting interest in such successor entity.

**Rural Housing Incentive District**—means a rural housing incentive district to be created by the City for the Development Project pursuant to the Kansas Rural Housing Incentive District Act.

**Substantial Completion**—means the stage in the progress of the Work when the Work or designated portions thereof is sufficiently complete in accordance with the Construction Plans, excepting all punch list items so that Developer can occupy or utilize the Work for its intended purpose.

**Unit**—means each individual apartment unit in a multi-family residence development.

**Work**—means all work necessary to prepare the Property and to construct the Development Project and the Public Improvements, including; (1) demolition and removal of certain existing improvements located on the Property; (2) construction, reconstruction and/or relocation of utilities; (3) construction of the multi-family residences and structures, including surface parking facilities, and screening and site landscaping on the Property, as described in the Concept Site Plan; and (4) all other Work described in the Concept Site Plan, or reasonably necessary to effectuate the intent of this Agreement.

## ARTICLE II

### RURAL HOUSING INCENTIVE DISTRICT

**2.1 PRELIMINARY RESOLUTION.** Governing Body has heretofore adopted Resolution No. 2442-2011 on November 5, 2011, which made certain findings pursuant to the Rural Housing Incentive District Act, relative to the need for housing in City and declaring an intent to establish Rural Housing Incentive Districts within City, which would include the Property.

**2.2 DEPARTMENT OF COMMERCE FINDING.** Pursuant to the resolution described in *Section 2.1* hereof, City caused to be prepared a Housing Needs Analysis and forwarded the same with said resolution, to the Kansas Secretary of Commerce. On December 12, 2011, the Kansas Secretary of Commerce issued a letter to City making certain findings required by the Rural Housing Incentive District Act, and approved City's ability to establish a Rural Housing Incentive District.

**2.3 FURTHER PROCEEDINGS.** The City has caused to be prepared a Development Plan in accordance with the provisions of the Rural Housing Incentive District Act, adopted a resolution calling a public hearing relative to such Development Plan, conducted a public hearing, and will pass an ordinance approving the Development Plan and establish a Rural Housing Incentive District that includes the Property. The Rural Housing Incentive District will be deemed to be established at the time said ordinance is passed by the Governing Body. The Parties acknowledge that the creation of the Rural Housing Incentive District is subject to nullification in the manner set forth in K.S.A. 12-5246

### **ARTICLE III**

#### **CONSTRUCTION OF THE PROJECT AND INTERNAL INFRASTRUCTURE IMPROVEMENTS**

**3.1 Development Project Construction Schedule.** Developer shall commence construction of the Development Project and Internal Infrastructure Improvements within the Development Area, not more than sixty (60) days after the Rural Housing Incentive District ordinance is passed by the Governing Body. Developer will diligently pursue Substantial Completion of the Development Project.

a. In conjunction with the Development Project, the parties acknowledge that Prairie Trails Partners III, LLC has applied for low-income housing tax credits

**3.2 CONSTRUCTION OF THE DEVELOPMENT PROJECT.** Developer shall construct the Development Project in a good and workmanlike manner in accordance with the terms of this Agreement and as set forth in the Construction Plans.

**3.2.1 CONSTRUCTION CONTRACTS; INSURANCE.** Developer may enter into one or more construction contracts to compete the Development Project. Prior to the commencement of construction of the Development Project, Developer shall obtain or shall require that any such contractor obtains workers' compensation, comprehensive public liability and builder's risk insurance as provided in *Section 5.8* hereof and shall deliver evidence of such insurance to City. Developer shall require that the insurance required is maintained by any such contractor for the duration of the construction of the Development Project of part thereof, if such contract relates to less than all of the Development Project. If Developer serves as general contractor for the Development Project, Developer shall not charge more for such services than a third-party contractor would customarily charge for such services.

**3.3 CONCEPT SITE PLAN.** Developer, at its cost, has had prepared a Concept Site Plan. Said Concept Site plan is hereby approved by the Parties. Developer shall promptly notify City in writing of any Material Changes to the Concept Site Plan at least thirty (30) days prior to the implementation of any such Material Change, including a description of the Material Change and reasons therefore. During the progress of the Work, Developer may make changes to the Concept Site Plan or any aspect thereof as site conditions or other issues of feasibility may dictate or as may be necessary or desirable in the sole determination of Developer to enhance the economic viability of the Development Project provided, however, that Developer may not make Material Changes to the Public Improvements or reduce the number of Units on the Concept Site Plan without the advance written consent of City.

**3.4 CONSTRUCTION OF INTERNAL INFRASTRUCTURE IMPROVEMENTS.** Developer shall construct, at its cost, the Internal Infrastructure Improvements in a good and workmanlike manner in accordance with the Plans and Specifications approved by City consistent with the construction of the Development Project so that the Substantial Completion of the Internal Infrastructure Improvements associated with the Development Project shall be completed on or before Substantial Completion of the Development Project.

**3.4.1 ACQUISITION OF EASEMENTS, PERMITS.** Developer is responsible for securing any rights-of-way and/or easement rights from private parties necessary to improve or build the Internal Infrastructure Improvements and City will cooperate with Developer with respect to any such acquisition. All costs associated with the acquisition of rights-of-way and/or easements shall be considered a Project Cost. City shall cooperate with Developer in obtaining all necessary permits for construction of the Internal Infrastructure Improvements.

**3.4.2 CONSTRUCTION CONTRACTS; INSURANCE.** Developer may enter into one or more construction contracts to complete the Work for the Internal Infrastructure Improvements. Prior to the commencement of construction of the Internal Infrastructure Improvements, Developer shall obtain or shall require that any such contractor obtains workers' compensation, comprehensive public liability and builder's risk insurance coverage as provided in **Section 5.8** hereof and shall deliver evidence of such insurance to City. Developer shall require that the insurance required is maintained by any such contractor for the duration of the construction of the Internal Infrastructure Improvements or part thereof, if such contract relates to less than all of the Internal Infrastructure Improvements. If Developer serves as general contractor for the Internal Infrastructure Improvements, Developer shall not charge more for such services than a third-party contractor would customarily charge for such services.

**3.4.3 CERTIFICATION OF SUBSTANTIAL COMPLETION.** Promptly after Substantial Completion of the Work with respect to the Internal Infrastructure Improvements and/or Public Improvements, or a phase thereof, in accordance with the provisions of this Agreement, Developer will furnish to City a Certificate of Substantial Completion in the form attached hereto as **Exhibit E**. City shall, within thirty (30) days following delivery of each Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify reasonable satisfaction with, and the accuracy of, the certifications contained in each Certificate of Substantial Completion. Each Certificate of Substantial Completion shall be deemed accepted by City unless, prior to the end of such thirty (30) day period after delivery to City of each Certificate of Substantial Completion, City furnishes Developer with specific written objections to the status of the Work, describing such objections and the measures required to correct such objections in reasonable detail. At Substantial Completion of the Internal Infrastructure Improvements, Developer will dedicate to City, and City will accept, title to the Public Improvements designated on **Exhibit D**. Following said dedication, City will be responsible, at its sole cost and expense, for all operating and capital costs for the dedicated Internal Infrastructure Improvements from that date forward, and shall maintain the dedicated Internal Infrastructure Improvements in a manner consistent with similar public improvements in city. Notwithstanding the foregoing, Developer may, at its sole discretion and expense, enhance the

maintenance of operation of the Internal Infrastructure Improvements for the betterment of the Development Project.

## ARTICLE IV

### FINANCING OBLIGATIONS

**4.1 FINANING OF PUBLIC IMPROVEMENTS.** All costs of the Internal Infrastructure Improvements shall be paid in cash or finance by Developer. City agrees to pay to Developer, in reimbursement of all or a portion of the Project Costs, those amounts paid to the Treasurer of the City, as a result of this Project, pursuant to K.S.A. 12-5250 (b)(2)(A). These payments shall be made within thirty (30) days of receipt of such funds from the County Treasurer beginning in 2014 and shall continue until such time as the Project Costs have been fully reimbursed to Developer, but not to exceed fifteen (15) years from the date of the establishment of the Rural Housing Incentive District. City shall have no liability and/or responsibility to Developer for any payment greater than the amounts received from the Finney County Treasurer as mandated in K.S.A. 12-5250(b)(2)(A).

## ARTICLE V

### GENERAL PROVISIONS

**5.1 CITY'S RIGHT TO TERMINATE.** In addition to all other rights of termination as provided herein, City may terminate this Agreement at any time if Developer defaults in or breaches any material provision of this Agreement and fails to cure such default or breach within thirty (30) days after receipt of written notice from City of such default or breach.

**5.2 DEVELOPER'S RIGHT TO TERMINATE.** In addition to all other rights of termination as provided herein, Developer may terminate this Agreement at any time if City defaults in or breaches any material provision of this Agreement (including any City default under *Article IV* hereof) and fails to cure such default or breach within thirty (30) days after receipt of written notice from Developer of such default or breach.

**5.3 SUCCESSORS AND ASSIGNS.**

- a. This agreement shall be binding on and shall inure to the benefit of the Parties named herein and their respective heirs, administrators, executors, personal representatives, agents, successors and assigns.
- b. Without limiting the generality of the foregoing, all or any part of the Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of Developer named herein or any successors in interest under this Agreement or any part hereof may be assigned at any time before, during or after completion of the Development Project, whereupon the Party disposing of its interest in the Property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although prior to Substantial Completion of the Improvements to such Property so disposed of

or to which such interest pertains shall remain subject to the terms and conditions of this Agreement); provided, however, that the buyer, transferee or assignee shall be financially solvent as demonstrated to City.

- c. Until Substantial Completion of the Development Project has occurred, the obligations of Developer under this Agreement may not be assigned in whole or in part without the prior written approval of City, which approval shall not be unreasonably withheld, conditioned, or delayed upon a reasonable demonstration by Developer of the proposed assignee's experience and financial capability to undertake and complete all portions of the Work with respect to the Development Project, all in accordance with this Agreement. Notwithstanding the foregoing, Developer may be permitted to subcontract the construction of any portion of the Development Project without the consent of City as long as Developer remains liable therefore hereunder. Notwithstanding anything herein to the contrary, City hereby approves, and no prior consent shall be required in connection with, (a) the right of Developer to encumber or collaterally assign its interest in the Property or any portion thereof or any interest in the Agreement to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Development Project Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment; (b) the right of Developer to assign Developer's rights, duties and obligations under the Agreement to a Related Party; or (c) the right of Developer to sell or lease individual portions of the Property in the ordinary course of the development of the Development Project; provided that in each such event Developer named herein shall remain liable hereunder for the Substantial Completion of the Development Project, and shall be released from such liability hereunder only upon Substantial Completion of the Development Project.

**5.4 REMEDIES.** Except as otherwise provided in this Agreement and subject to Developer's and City's respective rights of termination, in the event of any breach of any term or condition of this Agreement by either Party, or any successor, the breaching Party (or successor) shall, upon written notice from the other Party specifying such claimed breach, proceed immediately to cure or remedy such breach, and, shall, in any event, within thirty (30) days after receipt of notice, cure or remedy such default. If the breach shall not be cured or remedied, the aggrieved Party may hold the breaching Party in default of this Agreement and there upon may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching Party, withholding funds received pursuant to K.S.A. 12-5250(b)(2)(A) and/or repeal of the ordinance establishing the Rural Housing Incentive District. For purposes of this **Section 5.4**, no Party may be deemed in default of this Agreement unless and until it has received notice of any claimed breach and has been given an opportunity to cure the same.

**5.5 FORCE MAJEURE.** Neither City nor Developer nor any successor in interests shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by

force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; act of terror; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by any governmental entity necessary for the Developer to proceed with construction of the Work or any portion thereof, shortage of delay in shipment of material or fuel; acts of God; unusually adverse weather or soil conditions; unforeseen site conditions that render the site economically or physically undevelopable (as a result of additional cost or delay), or any other cause or contingency similarly; or other causes beyond the Parties' reasonable control, including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of this Agreement; provided that such event of force majeure shall not be deemed to exist as to any matter initiated or unreasonably sustained by Developer, and further provided that Developer notifies city in writing within thirty (30) days of the commencement of such claimed event of force majeure.

**5.6 NOTICES.** Any notice, demand or other communication required by this Agreement to be given by either Party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United State first class mail, postage prepaid, or delivered personally,

a. In the case of Developer, to:  
Overland Property Group, LLC  
5345 W. 151<sup>st</sup> Terrace  
Leawood, KS 66224  
Attention: Brett Johnson  
Phone: (913) 396-6310  
Fax: (913) 396-6312

b. In the case of City, to:  
City of Garden City, Kansas  
301 N. 8<sup>th</sup> Street  
Garden City, KS 67846  
Attention: City Clerk  
Phone: (620)276-1170  
Fax: (620)276-1173

Or to such other address with respect to either Party as that Party may, from time to time, designate in writing and forward to the other as provided in this **Section 5.6**.

**5.7 CONFLICT OF INTEREST.** No member of the Governing Body or any branch of City's government who has any power of review or approval of any of Developer's undertakings, or of City's contracting for goods or services for the Development, shall participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested. Any person having such interests shall immediately, upon knowledge of such possible conflict, disclose, in

writing, to the Governing Body the nature of such interest and seek a determination by the Governing Body with respect to such interest and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed. City represents to Developer that no such conflicts of interest exist as of the date hereof.

**5.8 INSURANCE; DAMAGE OR DESTRUCTION OF DEVELOPMENT PROJECTS.**

(a.) Developer will cause there to be insurance coverage as hereinafter set forth at all times during the process of constructing the Work and, from time to time at the request of City, shall furnish City with proof of payment of premiums on:

- (i.) Builder's Risk insurance, written on the so called "Builder's Risk—Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Work at the date of completion, and with coverage available in non-reporting form on the so called "all risk" form of policy. The interest, if any, of City shall be protected in accordance with a clause in form and content satisfactory to City; and,
- (ii.) Comprehensive general liability insurance (including operations, operations of subcontractors, completed operations and contractual liability insurance) together with an owner's contractor's policy, with limits against bodily injury and property damage of not less than Five Million Dollars (\$5,000,000.00) for all claims arising out of a single accident or occurrence and Two Million Dollars (\$2,000,000.00) for any one person in a single accident or occurrence (to accomplish the above required limits, an umbrella excess liability policy may be used); and
- (iii.) Workers Compensation insurance, with statutorily required coverage.

(b.) The policies of insurance required pursuant to clauses (i.) and (ii.) above shall be in form and content reasonably satisfactory to City and shall be placed with financially sound and reputable insurers licensed to transact business in the State of Kansas with general policy holder's rating of not less than A- and a financial rating of A- as rated in the most current available "Best's" insurance reports. The policy of insurance delivered pursuant to clause (i.) above shall contain an agreement of the insurer to give not less than thirty (30) days advance written notice to the City in the event of cancellation of such policy or change affecting the coverage thereunder. All policies of insurance required pursuant to this section shall name City as an additional insured. Developer shall deliver to City evidence of all insurance to be maintained hereunder.

**5.9 INSPECTION.** Developer shall allow City and its employees, agents and representatives to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and

documents pertaining to the construction of the Work as City determines is reasonable and necessary to verify Developer's compliance with the terms of this Agreement.

**5.10 CHOICE OF LAW.** This Agreement shall be deemed to have been fully executed, made by the Parties in, and governed by the laws of State of Kansas for all purposes and intents.

**5.11 ENTIRE AGREEMENT: AMENDMENT.** The Parties agree that this Agreement and the Development Plan constitute the entire agreement between the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the Parties.

**5.12 COUNTERPARTS.** This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instruments.

**5.13 SEVERABILITY.** If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

**5.14 REPRESENTATIVES NOT PERSONALLY LIABLE.** No elected or appointed official, agent, employee or representative of City shall be personally liable to Developer in the event of any default or breach by any Party under this Agreement or for any amount which may become due to any Party or on any obligations under the terms of this Agreement.

**5.15 LEGAL ACTIONS.** If a third party brings an action against City, or any officials, agents, employees or representatives thereof contesting the validity or legality of any of the terms of this Agreement, or the ordinance approving this Agreement, Developer may, at Developer's option but only with City's consent, assume the defense of such claim or action (including without limitation, to settle or compromise any claim or action for which Developer has assumed the defense) with counsel of Developer's choosing. The Parties expressly agree that so long as no conflicts of interest exist between them, the same attorney or attorneys may simultaneously represent City and Developer in any such proceeding; provided, Developer and its counsel shall consult with City throughout the course of any such action and Developer shall pay all reasonable and necessary costs incurred by City in connection with such action. If such defense is assumed by Developer, all costs of any such action incurred by City shall be promptly paid by Developer. If City refuses to permit Developer to assume the defense of any action, then costs incurred by City shall be paid by City.

**5.16 RELEASE ANAD INDEMNIFICATION.** The indemnifications and covenants contained in this **Section 5.16** shall survive termination or expiration of this Agreement and shall be specifically subject to the limitation of **subsection 5.16.7** of this Agreement.

**5.16.1** Notwithstanding anything herein to the contrary, City and its Governing Body members, officers, agents, servants, employees and independent contractors shall not be liable to

Developer for damages or otherwise in the event that any ordinance, order or resolution adopted in connection with this Agreement is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either City is prevented from performing any of the covenants and agreements herein or Developer is prevented from enjoying the rights and privileges hereof.

**5.16.2** Developer releases from, agrees to indemnify and hold harmless City, its Governing Body members, officers, agents, servants and employees against, and covenants and agrees that City and its Governing Body members, officers, agents, servants, employees and independent contractors shall not be liable for, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the acquisition of the Property or construction of the Work including any and all claims arising from the acquisition of the Property, including, but not limited to, location of hazardous wastes, hazardous materials or other environmental contaminants on the Property, including all costs of defense, including attorney's fees, except for those matters rising out of the willful and/or wanton negligence of City and its governing body members, officers, agents, servants, and employees.

**5.16.3** City and its Governing Body members, officers, agents, servants and employees shall not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants or employees or any other person who may be about the Property or the Work except for matters arising out of the willful and/or wanton negligence of City and its Governing Body members, officers, agents, servants and employees.

**5.16.4** All covenants, stipulations, promises, agreements and obligations of City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of City and not of any of its Governing Body members, officers, agents, servants or employees in their individual capacities.

**5.16.5** No official, employee or representative of City shall be personally liable to Developer in the event of a default or breach by any Party to this Agreement.

**5.16.6** Developer releases from and covenants and agrees the City, its Governing Body members, officers, employees, agents and independent contractors shall not be liable for, and agrees to indemnify and hold City, its Governing Body, members, officers, employees, agents and independent contractors harmless from and against any and all suits, interest, claims and cost of attorney fees incurred by any of them, resulting from, arising out of, or in any way connected with: (1) the Development Project or its approval, (2) the construction of the Work, (3) the negligence or willful misconduct of Developer, its employees, agents or independent contractors in connection with the management, development, and construction of the Work, (4) the compliance by Developer with all applicable state, federal and local environmental laws, regulations, ordinances and orders, (5) underground storage tanks located on or about the Property, (6) friable asbestos or asbestos-containing materials at, on, or in the Property, (7) the

operation of all or any part of the Property , or the condition of the Property, including, without limitation, any environmental cost or liability, or (8) negotiations, inspections, acquisitions, preparations, construction, leasing, operations, and other activities of Developer or its agents in connection with or leading to the Development Project or the Property; except that the foregoing release and indemnification shall not apply in the case of such liability arising directly out of the willful and/or wanton negligence of City or its authorized Governing Body members, officers, employees and agents or which arises out of matters undertaken by City following termination of this Agreement as Development Project or portion thereof.

**5.17 COST OF THE LEGAL FEES.** Upon execution of this Agreement, Developer shall reimburse City for all legal and professional Costs, fees and expenses incurred by City with regard to the preparation of this Agreement and any and all other Ordinances, Resolutions or other documents necessary for implementation of the Rural Health Incentive District as well as for representation and appearances of legal counsel at any hearings or proceedings required to implement the Rural Housing Incentive District or the Project. All such reimbursement paid by Developers shall be considered Project Costs.

**5.18 SURVIVAL.** Notwithstanding the expiration, termination or breach of this Agreement by either Party, the agreements contained in **Section 5.16** of this Agreement shall, except as otherwise expressly set forth herein, survive such expiration, termination or breach of this Agreement by Parties hereto.

## ARTICLE VI

### REPRESENTATIONS OF THE PARTIES

**6.1 REPRESENTATIONS OF CITY.** City hereby represents and warrants that to the best of its collective knowledge and belief it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of the Agreement, and all of the foregoing have been or will be, duly and validly authorized and approved by all necessary city proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of City, enforceable in accordance with its terms.

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

**IN WITNESS WHEREOF**, City and Developer have caused this Agreement to be executed in their respective names and City has caused its seal to be affixed thereto, and attested as to the date first above written.

**CITY OF GARDEN CITY, KANSAS**

By: \_\_\_\_\_  
Dan Fankhauser, Mayor

Dated: August 6, 2013

**ATTEST: (SEAL)**

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

**PRAIRIE TRAILS PARTNERS II, LLC**

By: \_\_\_\_\_  
Brett Johnson

Dated:

## **SCHEDULE OF EXHIBITS OF THE DEVELOPMENT AGREEMENT**

Exhibit A	Property Description
Exhibit B	Map of Rural Housing Incentive District Boundaries for the Reserves at Prairie Trails Partners, LLC Project
Exhibit C	Reserves at Prairie Ridge Site Development Plan
Exhibit D	Eligible costs for the Reserves at Prairie Trails Partners, LLC Project
Exhibit E	Certification of Substantial Completion Form

**EXHIBIT A**

**PROPERTY DESCRIPTION**

LOT 3, BLOCK 1, RESERVES AT PRAIRIE RIDGE ADDITION, GARDEN CITY, FINNEY COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2, THENCE ALONG THE SOUTH LINE OF SAID LOT 2, ON AN ASSUMED BEARING OF N 89°13'20" W A DISTANCE OF 224.29 FEET; THENCE N 00°00'00" E ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 365.18 FEET; THENCE N 90°00'00" E A DISTANCE OF 79.84 FEET; THENCE N 00°00'00" E A DISTANCE OF 28.09 FEET; THENCE N 90°00'00" E A DISTANCE OF 203.00 FEET; THENCE N 00°00'00" E A DISTANCE OF 71.43 FEET; THENCE N 90°00'00" E A DISTANCE OF 197.14 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2; THENCE S 00°00'00" W ALONG SAID EAST LINE, A DISTANCE OF 34.61 FEET; THENCE S 90°00'00" W A DISTANCE OF 140.16 FEET; THENCE S 00°00'00" W A DISTANCE OF 83.00 FEET; THENCE S 90°00'00" W A DISTANCE OF 56.98 FEET; THENCE S 00°00'00" W A DISTANCE OF 56.10 FEET; THENCE S 90°00'00" W A DISTANCE OF 246.97 FEET; THENCE S 00°00'00" W A DISTANCE OF 155.80 FEET; THENCE N 90°00'00" E A DISTANCE OF 188.42 FEET; THENCE S 00°00'00" W A DISTANCE OF 138.23 FEET TO THE POINT OF BEGINNING. CONTAINS 1.71 ACRES, MORE OR LESS.

END OF DESCRIPTION.

EXHIBIT B

MAP OF RURAL HOUSING INCENTIVE DISTRICT BOUNDARIES FOR THE PRAIRIE TRAILS PARTNERS, LLC PROJECT



The Reserves at Prairie Ridge Phase III

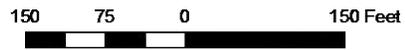
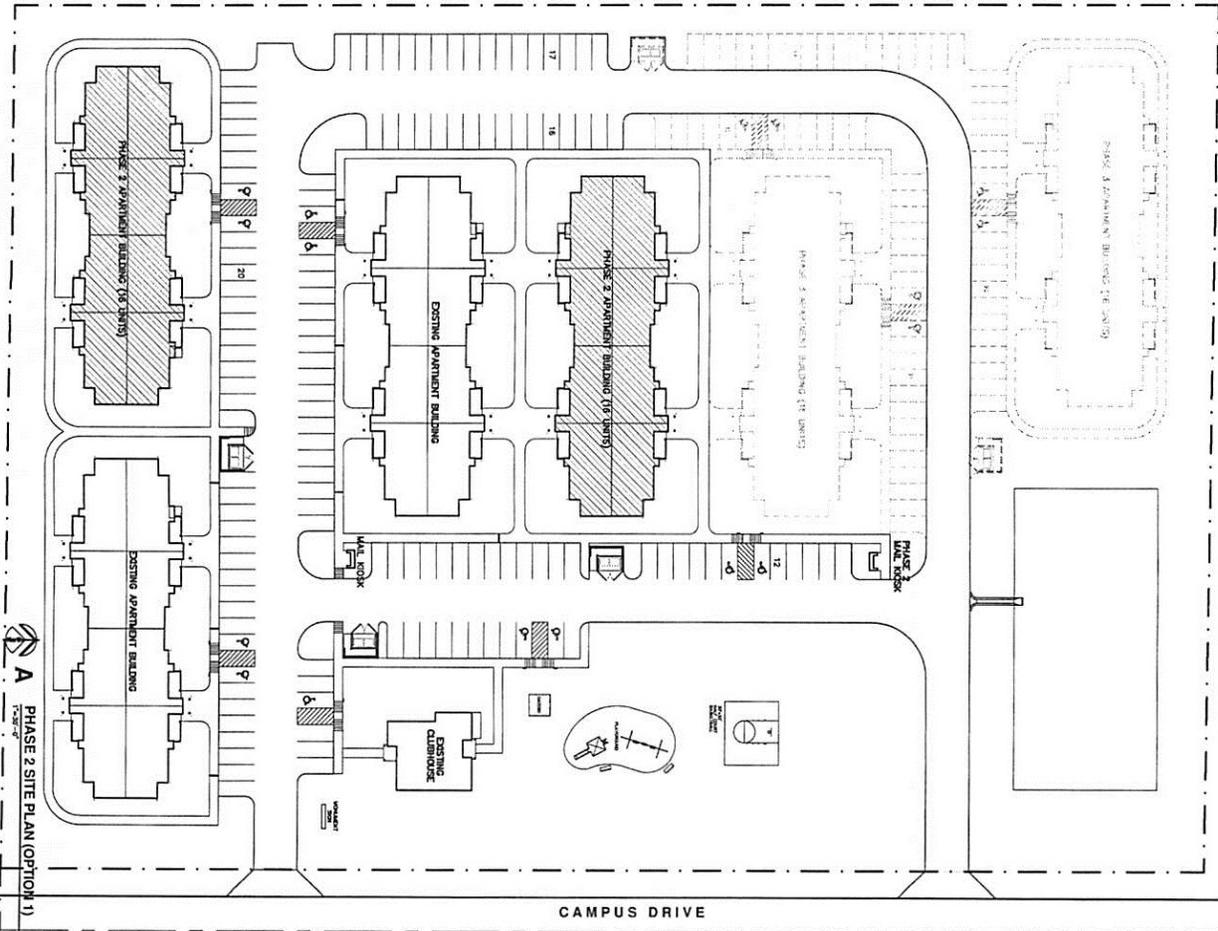


EXHIBIT C

THE RESERVES AT PRAIRIE TRAILS PARTNERS, LLC SITE DEVELOPMENT PLAN

PHASE 1 CLUBHOUSE 1,714 sq. / 2000 sq. ft. / 2000 sq. ft. TOTAL PROVIDED PARKING 70 STALLS	PHASE 2 22 UNITS 2 = 84 STALLS TOTAL PROVIDED PARKING 60 STALLS	PHASE 3 22 UNITS 2 = 84 STALLS TOTAL PROVIDED PARKING 70 STALLS
TOTAL PROVIDED PARKING 100 STALLS	TOTAL PROVIDED PARKING 124 STALLS	TOTAL PROVIDED PARKING 170 STALLS



A PHASE 2 SITE PLAN (OPTION 1)

COPYRIGHTED ©  
A1.1  
DATE: 10-17-2012  
JOB: 11-14-12  
SHEET:



THE RESERVES AT PRAIRIE RIDGE  
NEW APARTMENT COMPLEX  
GARDEN CITY, KANSAS

**JGR**  
JONES GILLAM RENZ  
Architects/Planners/Designers  
250 N. Main, P.O. Box 2128, Garden City, KS 67402  
(785) 827-0386 • (785) 827-0392 Fax  
jgr@jgrrnplnct.com

EXHIBIT D

ELIGIBLE COSTS FOR  
RESERVES AT PRAIRIE RIDGE PHASE III

The Reserves at Prairie Ridge Phase III Site Work Estimates:

<b>Garden City II Site Work Estimates</b>	
Haul Off-Dem-Dump Fees	\$14,834.93
Construction Staking	\$12,814.00
Earthwork	\$95,400.00
Erosion Control	\$3,000.00
Dirt Testing	\$6,491.52
Concrete Testing	\$3,606.40
Trucks & Fuel	\$13,260.62
Excavation Equipment Rental	\$25,980.00
Temite Control	\$3,000.00
Pavement Marking	\$2,000.00
Power Transmission and Dist.	\$21,000.00
Concrete Paving	\$173,250.00
Concrete Walks	\$32,625.00
Water Tap Fees	\$6,000.00
Water Distribution	\$21,000.00
Sanitary Sewage	\$22,625.00
Sewer Connect Fees	\$150.00
Irrigation	\$12,800.00
Landscaping	\$56,000.00
Footing & Foundation Sub	\$216,650.00
Land	\$140,000.00
<b>Total</b>	<b>\$882,487.47</b>

\*Upon substantial completion, public improvements shall be dedicated to the City of Garden City.

**EXHIBIT E**

**CERTIFICATION OF SUBSTANTIAL COMPLETION FORM**

The undersigned, on behalf of Prairie Trails Partners II, LLC (the Developer), pursuant to Section 3.4.3 of the Development Agreement dated as of August \_\_\_, 2013 (the Development Agreement) by and among the City of Garden City, Kansas, and the Developer, hereby certifies as follows. All capitalized terms used herein shall have the meaning attributable to such terms in the Development Agreement.

1. The Work with respect to the Internal Infrastructure Improvements in Development Project is sufficiently complete in accordance with the Construction Plans, excepting all punch list items, such that the Developer can occupy or utilize the Work for its intended purpose.
2. The Work has been completed in a good and workmanlike manner.
3. There are no mechanic's or materialmen's liens or other statutory liens on file encumbering title to the Property; all bills for labor and materials furnished for the Work which could form the basis of a mechanic's, materialmen's or other statutory lien against the Property have been paid in full, and within the past four months no such labor or materials have been furnished which have not been paid for.
4. All applicable building codes have been complied with in connection with the Work.

Dated: \_\_\_\_\_

PRAIRIE TRAILS PARTNERS II, LLC

By: \_\_\_\_\_

Name:

Title:

(Published in The Garden City Telegram on the \_\_\_\_\_ day of \_\_\_\_\_, 2015)

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:

*905 N. 12<sup>th</sup> Street –miscellaneous appliances, plastic tubs & barrels, construction debris & wood pallets.*

**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 7<sup>th</sup> day of July, 2015.

---

**Janet A. Doll, MAYOR**

**ATTEST:**

---

**Celyn N. Hurtado, CITY CLERK**

905 N. 12<sup>TH</sup> STREET



**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:

- 207 S. 10<sup>th</sup> Street- Inoperable and/or unregistered vehicle-Beige 4 door SUV*
- 208 S. 12<sup>th</sup> Street- Inoperable and/or unregistered vehicle-Red & White Dodge 4 door car*

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

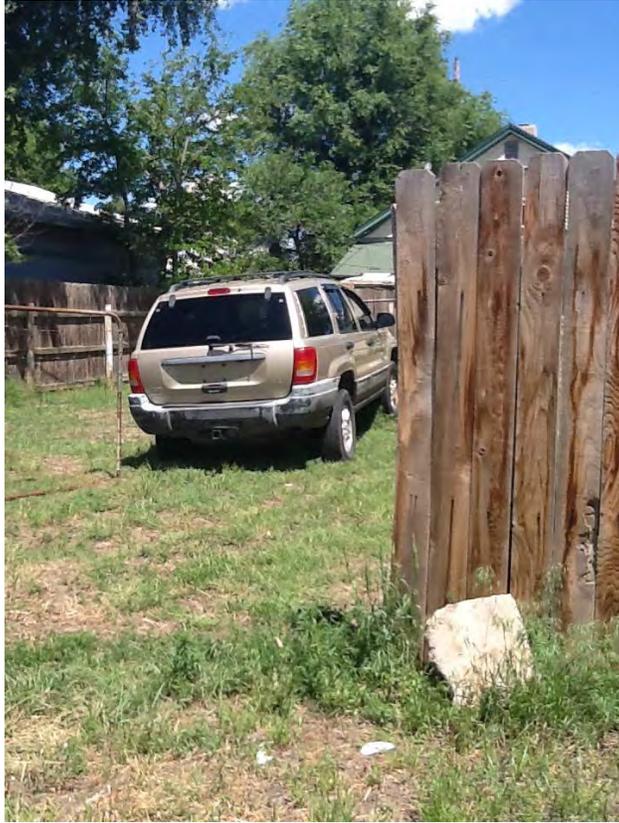
**PASSED AND APPROVED** by the Governing Body of the City of Garden City, Kansas, on this 7th day of July, 2015.

\_\_\_\_\_  
**Janet A. Doll, MAYOR**

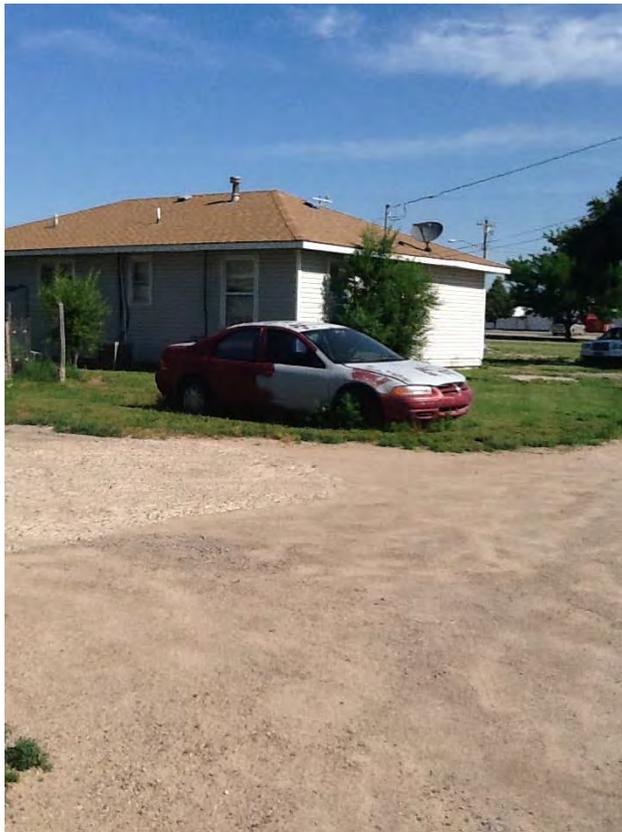
**ATTEST:**

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

**207 S. 10<sup>th</sup> Street**



**208 S. 12<sup>th</sup> Street**



# Old Business

# New Business



**To:** City Commission  
**Date:** June 30, 2015  
**From:** Matt Allen, City Manager & Melinda Hitz, Finance Director  
**RE:** 2016 Proposed Budget

---

CITY COMMISSION

JANET A. DOLL,  
Mayor

ROY CESSNA

MELVIN L. DALE

DAN FANKHAUSER

J. CHRISTOPHER LAW

MATTHEW C. ALLEN  
City Manager

MELINDA A. HITZ, CPA  
Finance Director

RANDALL D. GRISELL  
City Counselor

**Issue:**

The City has received the valuation information for the 2016 budget preparation and have made all the changes that are noted in the City Manager's memo.

**Background:**

The valuation for The City of Garden City for 2016 is \$180,139,420. This is \$130,337 more than 2015 final valuation. Our estimate for the City Manager's 2016 proposed budget was based on \$180,000 per mill. The actual valuation generates \$139 more per mill, or \$5,019 on 36.703 mills.

Also enclosed in this information is the "Computation to determine limit for 2016". Line 18 calculated a maximum levy for budget year 2016 at \$6,714,133. The Notice of Budget Hearing proposes Ad Valorem tax to be collected in 2016 at \$6,611,656, therefore if approved as presented the City Commission will not need to pass a resolution at the July 21, 2015 regular meeting.

The general fund cash balance carryover to 2017 is \$2,600,000 which is an increase of \$100,000 over the 2016 cash budgeted carryover.

**Alternatives:**

1. Authorize the Notice of Public Hearing for July 21, 2015 at 1:15 pm using the Notice of Hearing as attached.
2. Authorize the Notice of Public Hearing for July 21, 2015 at 1:15 pm using any combination of amendments to the notice of public hearing.

**Recommendation:**

Staff recommends the Notice of Public Hearing as presented in your packet.

CITY ADMINISTRATIVE  
CENTER  
301 N. 8<sup>TH</sup>  
P.O. Box 998  
GARDEN CITY, KS  
67846-0998  
620.276.1160  
FAX 620.276.1169  
[www.garden-city.org](http://www.garden-city.org)



Computation to Determine Limit for 2016

	Amount of Levy
1. Total tax levy amount in 2015 budget	+ \$ <u>6,606,493</u>
2. Debt service levy in 2015 budget	- \$ <u>1,618,016</u>
3. Tax levy excluding debt service	\$ <u>4,988,477</u>

2015 Valuation Information for Valuation Adjustments

4. New improvements for 2015:	+ <u>7,573,721</u>	
5. Increase in personal property for 2015:		
5a. Personal property 2015	+ <u>2,683,436</u>	
5b. Personal property 2014	- <u>3,245,459</u>	
5c. Increase in personal property (5a minus 5b)	+ <u>0</u>	
		(Use Only if > 0)
6. Valuation of annexed territory for 2015		
6a. Real estate	+ <u>52,433</u>	
6b. State assessed	+ <u>0</u>	
6c. New improvements	- <u>0</u>	
6d. Total adjustment (sum of 6a, 6b, and 6c)	+ <u>52,433</u>	
7. Valuation of property that has changed in use during 2015		<u>13,024</u>
8. Total valuation adjustment (sum of 4, 5c, 6d & 7)		<u>7,639,178</u>
9. Total estimated valuation July 1, 2015	<u>191,009,374</u>	
10. Total valuation less valuation adjustment (9 minus 8)		<u>183,370,196</u>
11. Factor for increase (8 divided by 10)		<u>0.04166</u>
12. Amount of increase (11 times 3)	+ \$ <u>207,819</u>	
13. 2016 budget tax levy, excluding debt service, prior to CPI adjustment (3 plus 12)	\$ <u>5,196,296</u>	
14. Debt Service in this 2016 budget		<u>1,438,021</u>
15. 2016 budget tax levy, including debt service, prior to CPI adjustment (13 plus 14)		<u>6,634,317</u>
16. Consumer Price Index for all urban consumers for calendar year 2014		<u>1.60%</u>
17. Consumer Price Index adjustment (3 times 16)	\$ <u>79,816</u>	
18. Maximum levy for budget year 2016, including debt service, not requiring 'notice of vote publication.' (15 plus 17)	\$ <u>6,714,133</u>	

If the 2016 adopted budget includes a total property tax levy exceeding the dollar amount in line 18 you must publish notice of vote by the governing body to adopt such budget in the official county newspaper and attach a copy of the published notice to this budget.

In no event will published notice of the vote be required if the total budget year tax levy is \$1,000 or less.



## MEMORANDUM

**TO:** City Commission  
**FROM:** Matt Allen, City Manager  
**DATE:** July 2, 2016  
**RE:** Final Adjustments to the City Manager's Proposed FY 2016 Budget

---

### CITY COMMISSION

JANET A. DOLL,  
Mayor

ROY CESSNA

MELVIN L. DALE

DAN FANKHAUSER

J. CHRISTOPHER LAW

MATTHEW C. ALLEN  
City Manager

MELINDA A. HITZ, CPA  
Finance Director

RANDALL D. GRISELL  
City Counselor

### Issue

The Governing Body is asked to consider adjustments to the FY2016 City Manager's proposed budget to achieve a budget which requires no mill levy adjustment.

### Background

The City Commission has reviewed all the funds of the budget. At the conclusion of the last meeting, assuming no change in City valuation, the budget would have required an overall mill levy of 38.306 (a 1.603 mill increase over 2015 actual).

Staff has worked to identify adjustments in the line items of the taxing funds. Any identified expenditure reduction or revenue enhancement in the 2015 estimated actual or the 2016 proposed budget would assist in reducing the required property tax levy. Since presenting the proposed budget there have also been some additions. In particular, the City has received the cost estimates from our pay consultant (The Hay Group) for making pay plan adjustments and for implementing a step and grade pay system for Police Department certified law enforcement positions. Staff anticipated providing the fiscal note of these proposals as a "lump sum" adjustment in the proposed budget, leaving ample time to plan a January 1, 2016 implementation.

In preparation for the July 7<sup>th</sup> meeting, staff has identified reductions and additions to expenses and revenues (itemized in the table on the following page) which provide for the Commission to be able to publish a notice of public hearing for a FY2016 Budget which levies 36.703 (equal to 2015 actual).

### Alternatives

1. Approve the adjustments to the City Manager's Proposed Budget as shown and publish a notice of public hearing which proposed a mill levy of 36.703 mills.
2. Approve publishing a notice of public hearing with different recommendations.
3. Delay approving publishing a notice of public hearing until the July 21<sup>st</sup> regular meeting or a special meeting of the Commission.

### Recommendation

Staff recommends alternative 1.

### Fiscal Note

The proposed 2016 Budget authorizes \$100,701,441 (including budgeted fund balances). It requires \$6,611,656, or 36.703 mills of ad valorem "property" tax.

CITY ADMINISTRATIVE  
CENTER  
301 N. 8<sup>TH</sup>  
P.O. Box 998  
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**CITY COMMISSION**

JANET A. DOLL,  
Mayor

ROY CESSNA

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MATTHEW C. ALLEN  
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P.O. Box 998  
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FAX 620.276.1169  
www.garden-city.org

<b>General Fund Expenditure Cuts:</b>				
<u>Department</u>	<u>Account Code</u>	<u>2015</u>	<u>2016</u>	<u>Description</u>
City Manager	001-112-5425	1,000	1,000	Subscriptions
Service & Finance	001-113-6100.04	1,000	1,000	Computers
Municipal Court	001-115-5100		45,000	Salary Reduction
	001-115-5537	10,000	30,000	Court Appointed Attorney
Human Resources	001-116-6100.04	1,000	1,000	Computers
Info Tech	001-117-5100		10,000	Salary Reduction on Director
Prosecution	001-118-6100.04		1,000	Computers
Police	001-121-6100.08	40,000	79,000	Various Equipment, Throw Phone, MDT Upgrade
	001-12-121-5440.03		10,000	Training
	001-12-121-5443		5,000	Travel
	001-12-125-5370.04		6,000	Animal Shelter Barrier
Planning	001-131-5440.02	500	500	Training
Planning	001-131-5443	500	500	Travel
Engineering	001-132-6100.04	500	500	Equipment
Street	001-133-5347.10	3,000		Traffic Signal Upgrade
Inspections	001-134-6100.04		4,500	LEPG Contract
Parks	001-135-5370.06	10,000	10,000	New Entryway Signs
Zoo	001-142-6100.18	5,000		Street Sealing
Fire	001-152-5100		52,000	1 - Firefighter Position
Cemetery	001-161-6010		18,000	Perimeter Fence
Capital Improvement	001-171-6165		22,000	Social Programs
<b>Total</b>		<b>72,500</b>	<b>297,000</b>	
<b>General Fund Additions:</b>				
Pay Plan Adjustments (Hay Group Recommendation & Police Dept.)			339,500	
<b>Net Decrease in Proposed Budget Expenditures</b>			30,000	
<b>General Fund Revenue Adjustments:</b>				
County Wide Sales Tax		129,000	129,500	
<b>Net Overall Change</b>		<b>288,500</b>		

# Consent Agenda



To: Governing Body  
 From: Rachelle Powell  
 Date: June 17, 2015  
 RE: AIP 3-20-0024-37 - Construction of Partial Parallel Taxiway F

**ISSUE**

Governing Body consideration and approval of the Grant Agreement between the Federal Aviation Administration and the City of Garden City for the Airport Improvement Project 3-20-0024-37 - Construction of Partial Parallel Taxiway F and Widen Aircraft Rescue and Fire Fighting (ARFF) Driveway at Garden City Regional Airport.

**BACKGROUND**

Runway 12 does not have a taxiway connected to the end of the runway. Aircraft are forced to back-taxi on the runway, which creates a hazardous situation. The FAA Runway Safety Team highly recommended construction of a partial parallel taxiway that connects to the end of Runway 12 in order to eliminate back-taxiing aircraft. The project was designed in 2014 with AIP 3-20-0024-36. The project will construct the partial parallel Taxiway F to the end of runway 12. The project also includes constructing 28' of concrete for the Aircraft Rescue and Fire Fighting (ARFF) access road. ARFF personnel and the FAA Part 139 Inspector highly recommended the widening of the access road from the current width of 14' to 42'. The current width impairs ARFF personnel's ability to meet the FAA required response time. Visual references are included. Bids were received on May 6, 2015 and the Governing Body accepted the low bid from Smoky Hill in the amount of \$1,453,572.90. Task Order 2 – construction observation services in the amount of \$228,931 was approved by the Governing Body on June 2, 2015.

**ALTERNATIVES**

1. Governing Body consideration and approval of the Grant Agreement between the Federal Aviation Administration and the City of Garden City for the Airport Improvement Project 3-20-0024-37 - Construction of Partial Parallel Taxiway F and Widen Aircraft Rescue and Fire Fighting (ARFF) Driveway at Garden City Regional Airport.
2. Governing Body consideration and denial of the Grant Agreement between the Federal Aviation Administration and the City of Garden City for the Airport Improvement Project 3-20-0024-37 - Construction of Partial Parallel Taxiway F and Widen Aircraft Rescue and Fire Fighting (ARFF) Driveway at Garden City Regional Airport.
3. Governing Body rejects all bids and authorizes a rebid.

**RECOMMENDATION**

Governing Body consideration and approval of the Grant Agreement between the Federal Aviation Administration and the City of Garden City for the Airport Improvement Project 3-20-0024-37 - Construction of Partial Parallel Taxiway F and Widen Aircraft Rescue and Fire Fighting (ARFF) Driveway at Garden City Regional Airport.

**FISCAL NOTE**

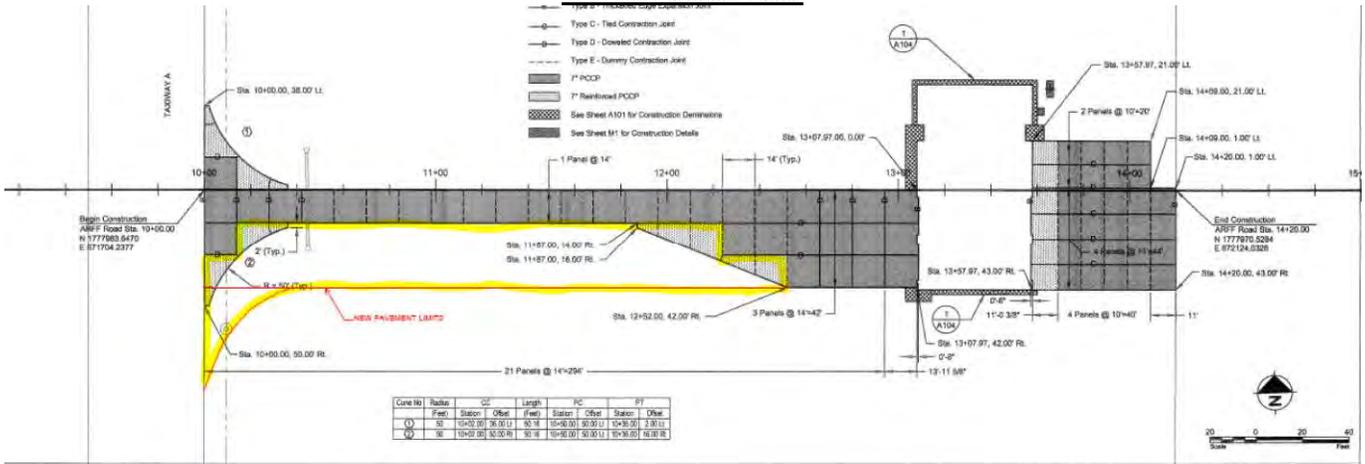
The project is funded in the 2015 Airport Improvement Project fund.

Construction	\$1,453,572.90
Construction Observation Services	\$ 228,931.00
<b>Total</b>	<b>\$1,682,503.90</b>
<i>Federal Funds 90%</i>	<i>\$1,514,253.51</i>
<i>City Funds 10%</i>	<i>\$ 168,250.39</i>

### Construction of Taxiway



### ARFF Access Road





U.S. Department  
of Transportation  
Federal Aviation  
Administration

## GRANT AGREEMENT

### PART I – OFFER

Date of Offer	<u>JUN 15 2015</u>
Airport/Planning Area	<u>Garden City Regional</u>
AIP Grant Number	<u>3-20-0024-037-2015</u>
DUNS Number	<u>073324220</u>

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

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

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated June 9, 2015, for a grant of Federal funds for a project at or associated with the Garden City Regional Airport, which is included as part of this Grant Agreement; and

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

**Construct Parallel Partial Taxiway F (2075'x35' on End 12 of Runway 12/30)  
and Widen ARFF Driveway (from 14' to 42' wide)-Phase 2 Construction**

which is more fully described in the Project Application.

**NOW THEREFORE**, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 3, 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

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

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

### CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$1,551,904.**

For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:

- \$-0- for planning
- \$1,551,904** for airport development or noise program implementation
- \$-0- for land acquisition.

The source of this Grant may include funding from the Small Airport Fund.

2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **July 24, 2015**, or such subsequent date as may be prescribed in writing by the FAA.
7. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
8. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

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

- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- B. Requirement for Data Universal Numbering System (DUNS) Numbers
1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
  2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
  3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).

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

**11. Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.

By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.

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

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

**14. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

- 15. Maximum Obligation Increase For Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. May not be increased for a planning project;
  - B. May be increased by not more than 15 percent for development projects;
  - C. May be increased by not more than 15 percent for land project.
- 16. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
- 17. Suspension or Debarment.** The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.
- 18. Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
    - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
    - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
      - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
      - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
  - B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.
- 19. Trafficking in Persons.**
- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
    - 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
    - 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
    - 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
  - B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
    - 1. Is determined to have violated the Prohibitions; or

2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:
  - a. Associated with performance under this agreement; or
  - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.

**20. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated September 11, 2012, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

**21. Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project.

**22. Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.

**23. DBE Plan.** The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this grant until the Sponsor has received approval of its DBE Plan from the FAA Office of Civil Rights.

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

- A. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
  1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
    - a. Location of all runways, taxiways, and aprons;
    - b. Dimensions;
    - c. Type of pavement, and;
    - d. Year of construction or most recent major rehabilitation.
  2. Inspection Schedule.
    - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

- b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
- 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
  - a. Inspection date;
  - b. Location;
  - c. Distress types; and
  - d. Maintenance scheduled or performed.
- 4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

**25. Project which Contain Paving Work in Excess of \$500,000.** The Sponsor agrees to:

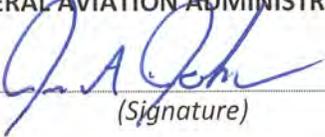
- A. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
  - 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
  - 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
  - 3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).
  - 4. Qualifications of engineering supervision and construction inspection personnel.
  - 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
  - 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- B. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the FAA.
- C. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of

the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.

- D. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
26. **Protection of Runway Protection Zone.** The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the runway protection zone, as depicted on the Exhibit "A": Property Map, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.
27. **Protection of Runway Protection Zone.** The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
28. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
- A. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
  - B. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;
  - C. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

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

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

  
\_\_\_\_\_  
*(Signature)*

**Jim A. Johnson**  
\_\_\_\_\_  
*(Typed Name)*

**Manager, Airports Division**  
\_\_\_\_\_  
*(Title)*

**PART II - ACCEPTANCE**

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

Executed this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
**City of Garden City, Kansas**

*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Designated Official Representative)*

**By:**

\_\_\_\_\_  
*(Typed Name of Sponsor's Designated Official Representative)*

**Title:**

\_\_\_\_\_  
*(Title of Sponsor's Designated Official Representative)*

**CERTIFICATE OF SPONSOR'S ATTORNEY**

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

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

Dated at \_\_\_\_\_ (location) this \_\_\_\_\_ day of

\_\_\_\_\_.

**By:**

\_\_\_\_\_  
*(Signature of Sponsor's Attorney)*

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

GARDEN CITY REGIONAL AIRPORT  
GARDEN CITY, KANSAS  
APPLICATION FOR FEDERAL ASSISTANCE  
A.I.P. PROJECT NO. 3-20-0024-37

CONSTRUCTION OF PARTIAL PARALLEL TAXIWAY F

June 3, 2015

PREPARED BY:

City of Garden City  
Garden City, Kansas

HNTB Corporation  
Overland Park, Kansas

**Application for Federal Assistance SF-424**

* 1. Type of Submission <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		* 2. Type of Application <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		* If Revision, select appropriate letter(s) - Select One - * Other (Specify)	
* 3. Date Received:		4. Application Identifier: GCK			
5a. Federal Entity Identifier: AIP 3-20-0024-37			* 5b. Federal Award Identifier:		
<b>State Use Only:</b>					
6. Date Received by State:			7. State Application Identifier:		
<b>8. APPLICANT INFORMATION:</b>					
* a. Legal Name: City of Garden City, Kansas					
* b. Employer/Taxpayer Identification Number (EIN/TIN): 48-6009982			*c. Organizational DUNS: 073324220		
<b>d. Address:</b>					
* Street1: 2225 S. Air Service Rd., Suite 112 Street 2: * City: Garden City County: Finney * State: Kansas Province: Country: United States *Zip/ Postal Code: 67846					
<b>e. Organizational Unit:</b>					
Department Name:			Division Name:		
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>					
Prefix: Ms		First Name: Rachelle			
Middle Name:					
* Last Name: Powell		Suffix:			
Title: Director of Aviation					
Organizational Affiliation					
* Telephone Number: (620) 276-1190			Fax Number: (620) 276-1192		
* Email: rachelle.powell@gardencityks.us					

**Application for Federal Assistance SF-424**

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

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

\* Other (specify)

\* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

\*12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

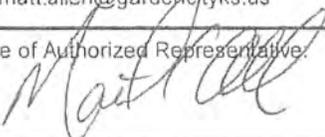
14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Garden City, Finney County, Kansas

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

AIP 3-20-0024-36: Partial Parallel Taxiway F

**Attach supporting documents as specified in agency instructions.**

<b>Application for Federal Assistance SF-424</b>	
<b>16. Congressional Districts Of:</b>	
*a. Applicant: KS-001	*b. Program/Project: KS-001
Attach an additional list of Program/Project Congressional Districts if needed.	
<b>17. Proposed Project:</b>	
*a. Start Date: 05/06/2015	*b. End Date: 01/14/2016
<b>18. Estimated Funding (\$):</b>	
*a. Federal	1,551,904.00
*b. Applicant	172,433.90
*c. State	
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	1,724,337.90
<b>*19. Is Application Subject to Review By State Under Executive Order 12372 Process?</b>	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372	
<b>*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)</b>	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)	
<input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
<b>Authorized Representative:</b>	
Prefix: Mr.	*First Name: Matt
Middle Name:	
*Last Name: Allen	
Suffix:	
*Title: City Manager	
*Telephone Number: (620) 276-1160	Fax Number: (620) 276-1169
* Email: matt.allen@gardepcityks.us	
*Signature of Authorized Representative: 	*Date Signed: 6/9/15

**Application for Federal Assistance SF-424**

**\*Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

**PART II**  
**PROJECT APPROVAL INFORMATION**  
**SECTION A**

<p>Item 1. Does this assistance request require State, local, regional, or other priority rating?</p>	<p>Name of Governing Body Priority</p>
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<p>Item 2. Does this assistance request require State, local advisory, educational or health clearances?</p>	<p>Name of Agency or Board (Attach Documentation)</p>
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<p>Item 3. Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?</p>	<p>(Attach Comments)</p>
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<p>Item 4. Does this assistance request require State, local, regional, or other planning approval?</p>	<p>Name of Approving Agency Date / /</p>
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<p>Item 5. Is the proposed project covered by an approved comprehensive plan?</p>	<p>Check One: State <input type="checkbox"/> Local <input checked="" type="checkbox"/> Regional <input type="checkbox"/> Location of plan Garden City Regional Airport Master Plan</p>
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<p>Item 6. Will the assistance requested serve a Federal installation?</p>	<p>Name of Federal Installation Federal Population benefiting from Project</p>
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<p>Item 7. Will the assistance requested be on Federal land or installation?</p>	<p>Name of Federal Installation Location of Federal Land Percent of Project</p>
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<p>Item 8. Will the assistance requested have an impact or effect on the environment?</p>	<p>See instructions for additional information to be provided.</p>
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<p>Item 9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms?</p>	<p>Number of Individuals Families Businesses Farms</p>
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<p>Item 10. Is there other related Federal assistance on this project previous, pending, or anticipated?</p>	<p>See instructions for additional information to be provided.</p>
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

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

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

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

None

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

None

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

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

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

7. **Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project. Not Applicable

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

## PART II - SECTION C (CONTINUED)

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

None.

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

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

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

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

None.

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

None.

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

**PART III – BUDGET INFORMATION – CONSTRUCTION**

SECTION A – GENERAL			
1. Federal Domestic Assistance Catalog Number: <u>20-106</u>			
2. Functional or Other Breakout: <u>AIP</u>			
SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$ 2,500.00
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			14,167.00
5. Other Architectural engineering fees			
6. Project inspection fees			254,098.00
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			1,453,572.90
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			1,724,337.90
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			1,724,337.90
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			1,724,337.90
20. Federal Share requested of Line 19			1,551,904.00
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			1,551,904.00
23. Grantee share			172,433.90
24. Other shares			
25. Total Project (Lines 22, 23 & 24)	\$	\$	\$ 1,724,337.90

SECTION C – EXCLUSIONS		
Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$	\$
SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE		
27. Grantee Share		
a. Securities		\$
b. Mortgages		
c. Appropriations (By Applicant)		172,433.90
d. Bonds		
e. Tax Levies		
f. Non Cash		
g. Other (Explain)		
h. TOTAL - Grantee share		172,433.90
28. Other Shares		
a. State		
b. Other		
c. Total Other Shares		
29. TOTAL		\$ 172,433.90
SECTION E – REMARKS		

**PART IV – PROGRAM NARRATIVE (Attach – See Instructions)**

**PART IV**  
**PROGRAM NARRATIVE**

*(Suggested Format)*

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

**PROJECT:** 3-20-0024-36

**AIRPORT:** Garden City Regional Airport (GCK)

**1. Objective:**

This project will provide for construction administration, construction inspection, testing of materials, and construction of a Partial Parallel Taxiway F at the Garden City Regional Airport (GCK). At present, Runway 12-30 does not have a parallel taxiway and as a result, aircraft must back taxi on the runway to access the approach end of Runway 12.

**2. Benefits Anticipated:**

Construction of a partial parallel taxiway would eliminate the need for aircraft to back taxi on Runway 12-30 and enhance safety and efficiency for aircraft operations.

**3. Approach:** *(See approved Scope of Work in final Application)*

Due to funding constraints the proposed Taxiway F project is being divided into design and construction phases. This phase of the project will complete the construction phase services and the construction of the proposed partial parallel Taxiway F at GCK.

**4. Geographic Location:**

The City of Garden City owns and operates GCK, which is located in the southwestern portion of Kansas in Finney County. GCK is located approximately 10 miles east of downtown Garden City on Highway 50.

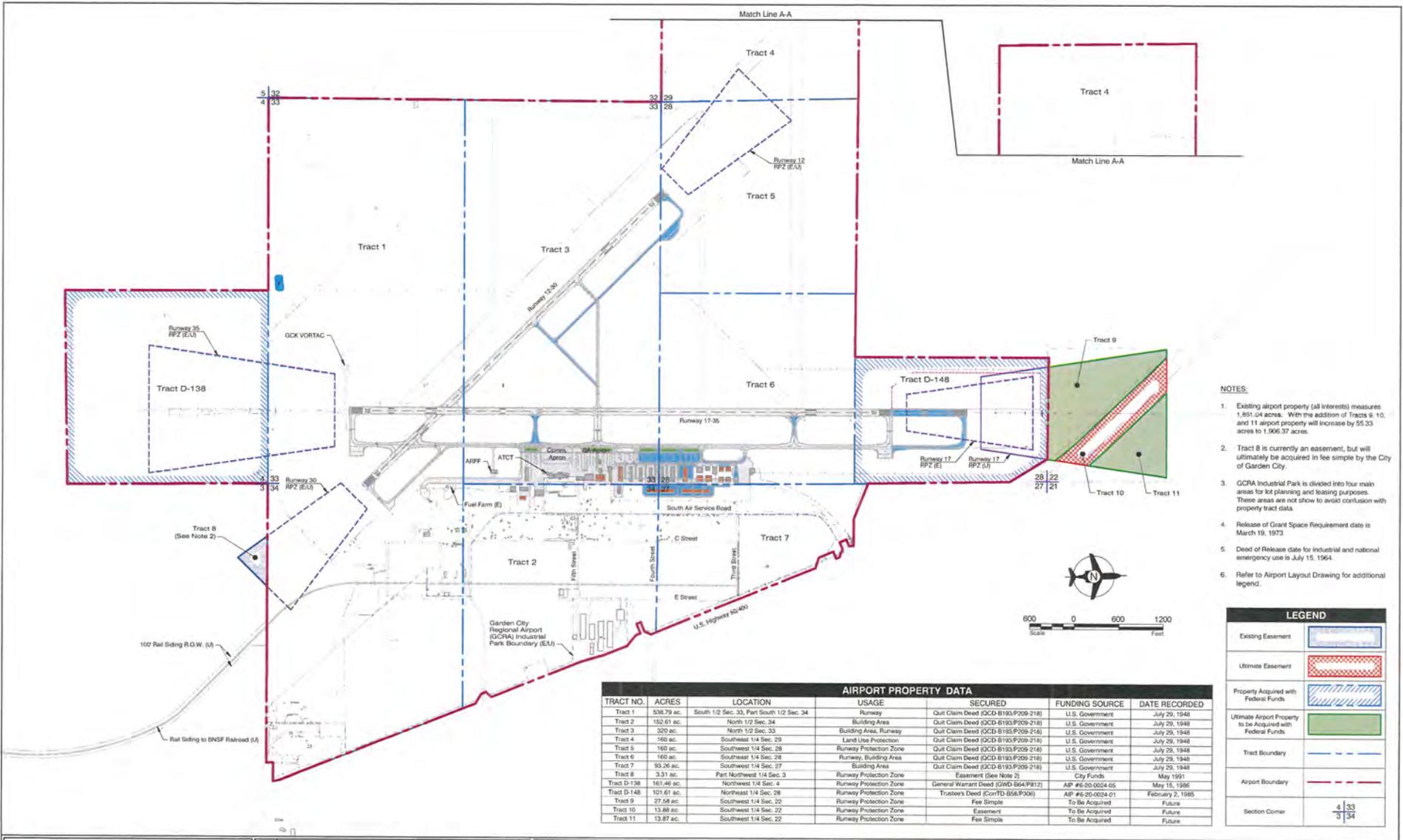
**5. If Applicable, Provide Additional Information:**

N/A

**6. Sponsor's Representative:** *(incl. address & tel. no.)*

Rachelle Powell  
Director of Aviation  
2225 S. Air Service Rd., Suite 112  
Garden City, KS 67846  
(620) 276-1190

Printed: September 17, 2012  
 Time: 10:02 AM  
 By: Terry Sauer  
 Job No.: 4487-PL-001



- NOTES:**
- Existing airport property (all interests) measures 1,851.04 acres. With the addition of Tracts 9, 10, and 11 airport property will increase by 55.33 acres to 1,906.37 acres.
  - Tract 8 is currently an easement, but will ultimately be acquired in fee simple by the City of Garden City.
  - GCRA Industrial Park is divided into four main areas for lot planning and leasing purposes. These areas are not shown to avoid confusion with property tract data.
  - Release of Grant Space Requirement date is March 19, 1973.
  - Deed of Release date for industrial and national emergency use is July 15, 1964.
  - Refer to Airport Layout Drawing for additional legend.

LEGEND	
Existing Easement	
Ultimate Easement	
Property Acquired with Federal Funds	
Ultimate Airport Property to be Acquired with Federal Funds	
Tract Boundary	
Airport Boundary	
Section Corner	

AIRPORT PROPERTY DATA						
TRACT NO.	ACRES	LOCATION	USAGE	SECURED	FUNDING SOURCE	DATE RECORDED
Tract 1	538.79 ac.	South 1/2 Sec. 33, Part South 1/2 Sec. 34	Runway	Quit Claim Deed (QCD-B193-P209-214)	U.S. Government	July 29, 1948
Tract 2	152.81 ac.	North 1/2 Sec. 34	Building Area	Quit Claim Deed (QCD-B193-P209-214)	U.S. Government	July 29, 1948
Tract 3	320 ac.	North 1/2 Sec. 33	Building Area, Runway	Quit Claim Deed (QCD-B193-P209-214)	U.S. Government	July 29, 1948
Tract 4	160 ac.	Southwest 1/4 Sec. 29	Land Use Protection	Quit Claim Deed (QCD-B193-P209-214)	U.S. Government	July 29, 1948
Tract 5	160 ac.	Southwest 1/4 Sec. 28	Runway Protection Zone	Quit Claim Deed (QCD-B193-P209-214)	U.S. Government	July 29, 1948
Tract 6	160 ac.	Southeast 1/4 Sec. 28	Runway, Building Area	Quit Claim Deed (QCD-B193-P209-214)	U.S. Government	July 29, 1948
Tract 7	93.26 ac.	Southwest 1/4 Sec. 27	Building Area	Quit Claim Deed (QCD-B193-P209-214)	U.S. Government	July 29, 1948
Tract 8	3.31 ac.	Part Northwest 1/4 Sec. 3	Runway Protection Zone	Easement (See Note 2)	City Funds	May 1991
Tract D-138	161.46 ac.	Northwest 1/4 Sec. 4	Runway Protection Zone	General Warranty Deed (GWD-B64-P812)	AP #6-20-0024-65	May 15, 1986
Tract D-148	101.81 ac.	Northwest 1/4 Sec. 28	Runway Protection Zone	Trustee's Deed (CoRD-B58-P306)	AP #6-20-0024-01	February 2, 1985
Tract 9	27.58 ac.	Southwest 1/4 Sec. 22	Runway Protection Zone	Fee Simple	To Be Acquired	Future
Tract 10	13.88 ac.	Southwest 1/4 Sec. 22	Runway Protection Zone	Easement	To Be Acquired	Future
Tract 11	13.87 ac.	Southwest 1/4 Sec. 22	Runway Protection Zone	Fee Simple	To Be Acquired	Future

**HNTB**  
 7400 West 129th Street  
 Suite 100  
 Overland Park, KS 66213  
 Phone 913 491 3533  
 Fax 913 491 4665

No.	Revision	Date	By	Chkd	Apprd.

GARDEN CITY REGIONAL AIRPORT (GCK)  
 GARDEN CITY, KANSAS



AIRPORT MASTER PLAN UPDATE  
 AIRPORT PROPERTY DRAWING

File Name: 18 - AIRPORT PROPERTY MAP DWG	Date: SEPTEMBER 11, 2012	PRELIMINARY DRAFT
Prepared: Brian Tompkins	18	of 18
Drawn: Lynn Bortmeyer		
Checked: Todd Wright		
Approved: Brian Tompkins		

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**Construction Project Final Acceptance  
Airport Improvement Program Sponsor Certification**

---

Sponsor:

Airport:

Project Number:

Description of Work:

**Application**

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

**Certification Statements**

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The personnel engaged in project administration, engineering supervision, construction inspection and testing were or will be determined to be qualified as well as competent to perform the work.  
 Yes    No    N/A
  
2. Daily construction records were or will be kept by the resident engineer/construction inspector as follows:
  - a. Work in progress
  - b. Quality and quantity of materials delivered
  - c. Test locations and results
  - d. Instructions provided the contractor
  - e. Weather conditions
  - f. Equipment use
  - g. Labor requirements
  - h. Safety problems
  - i. Changes required Yes    No    N/A

3. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor.  
 Yes  No  N/A
4. Complaints regarding the mandated federal provisions set forth in the contract documents have been or will be submitted to the Federal Aviation Administration (FAA).  
 Yes  No  N/A
5. All tests specified in the plans and specifications were or will be performed and the test results documented as well as made available to the FAA.  
 Yes  No  N/A
6. For any test results outside of allowable tolerances, appropriate corrective actions were or will be taken.  
 Yes  No  N/A
7. Payments to the contractor were or will be made in compliance with contract provisions as follows:  
a. Payments are verified by the sponsor's internal audit of contract records kept by the resident engineer, and  
b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments and a summary of pay reductions made available to the FAA.  
 Yes  No  N/A
8. The project was or will be accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.  
 Yes  No  N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor, and project files contain documentation of the final inspection.  
 Yes  No  N/A
10. Work in the grant agreement was or will be physically completed and corrective actions required as a result of the final inspection are completed to the satisfaction of the sponsor.  
 Yes  No  N/A
11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan have been or will be submitted to the FAA.  
 Yes  No  N/A
12. Applicable close out financial reports have been or will be submitted to the FAA.  
 Yes  No  N/A

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

Yes  No  N/A

Additional documentation for any above item marked "no":

**Sponsor's Certification**

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

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

Executed on this 3<sup>rd</sup> day of June, 2015.

Name of Sponsor: City of Garden City, Kansas

Name of Sponsor's Designated Official Representative: Rachelle Powell

Title of Sponsor's Designated Official Representative: Director of Aviation

Signature of Sponsor's Designated Official Representative: Rachelle Powell

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## Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

A sponsor must disclose in writing any potential conflict of interest to the Federal Aviation Administration (FAA) or pass-through entity. No employee, officer or agent of the sponsor or subgrant recipient shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer or agent,
2. Any member of his immediate family,
3. His or her partner, or
4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The sponsor's or subgrant recipient's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

Sponsors or subgrant recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by state or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrant recipient's officers, employees, or agents, or by contractors or their agents.

The sponsor or subgrant recipient must maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

1. By checking "Yes," the sponsor or subgrant recipient certifies that it does not have any potential conflict of interest or Significant Financial Interests. By checking "No," the sponsor or subgrant recipient discloses that it does have a potential conflict of interest, which is further explained below.

Yes  No

2. The sponsor or subgrant recipient maintains a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. By checking "No", the sponsor or subgrant recipient discloses that it does not have a written policy, which is further explained below.

Yes  No

3. Explanation of items marked "no":

**Sponsor's Certification**

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

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

Executed on this 28<sup>th</sup> day of May, 2015.

Name of Sponsor: City of Garden City, Kansas

Name of Sponsor's Designated Official Representative: Rachelle Powell

Title of Sponsor's Designated Official Representative: Director of Aviation

Signature of Sponsor's Designated Official Representative: Rachelle Powell

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**Drug-Free Workplace  
Airport Improvement Program Sponsor Certification**

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Sponsor:

Airport:

Project Number:

Description of Work:

**Application**

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

**Certification Statements**

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

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

Yes  No  N/A

2. An ongoing drug-free awareness program has been or will be established to inform employees about:

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

Yes  No  N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above.

Yes  No  N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:
  - a. Abide by the terms of the statement
  - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction Yes    No    N/A
  
5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.
   
 Yes    No    N/A
  
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
  - a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended
  - b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency Yes    No    N/A
  
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.
   
 Yes    No    N/A

Site(s) of performance of work:

**Location 1**

Name of Location:   
 Address:

**Location 2 (if applicable)**

Name of Location:   
 Address:

**Location 3 (if applicable)**

Name of Location:   
 Address:

Additional documentation for any above item marked "no":

**Sponsor's Certification**

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

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

Executed on this 28<sup>th</sup> day of May, 2015.

Name of Sponsor: City of Garden City, Kansas

Name of Sponsor's Designated Official Representative: Rachelle Powell

Title of Sponsor's Designated Official Representative: Director of Aviation

Signature of Sponsor's Designated Official Representative: Rachelle Powell

---

**Selection of Consultants**  
**Airport Improvement Program Sponsor Certification**

---

Sponsor:

Airport:

Project Number:

Description of Work:

**Application**

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326.2 CFR 200. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 2 CFR §§ 200.317-200.326 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

**Certification Statements**

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. Solicitations were or will be made to ensure fair and open competition from a wide area of interest.  
 Yes    No    N/A
  
2. Consultants were or will be selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations after initial selection.  
 Yes    No    N/A
  
3. A record of negotiations has been or will be prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.  
 Yes    No    N/A
  
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was or will be obtained from the Federal Aviation Administration (FAA).  
 Yes    No    N/A

5. The consultant services contracts clearly or will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.  
 Yes    No    N/A
  
6. Costs associated with work ineligible for AIP funding are or will be clearly identified and separated from eligible items in solicitations, contracts, and related project documents.  
 Yes    No    N/A
  
7. Mandatory contact provisions for grant-assisted contracts have been or will be included in consultant services contracts.  
 Yes    No    N/A
  
8. The cost-plus-percentage-of-cost methods of contracting prohibited under federal standards were not or will not be used.  
 Yes    No    N/A
  
9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was or will be specifically described in the advertisement, and future work will not be initiated beyond five years.  
 Yes    No    N/A

Additional documentation for any above item marked "no":

<b>Sponsor's Certification</b>	
I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.	
I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.	
Executed on this <u>28<sup>th</sup></u> day of <u>May</u> , <u>2015</u> .	
Name of Sponsor: City of Garden City, Kansas	
Name of Sponsor's Designated Official Representative: Rachelle Powell	
Title of Sponsor's Designated Official Representative: Director of Aviation	
Signature of Sponsor's Designated Official Representative: <u>Rachelle Powell</u>	

---

## Equipment and Construction Contracts Airport Improvement Sponsor Certification

---

Sponsor:

Airport:

Project Number:

Description of Work:

### Application

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

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

### Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. A written code or standard of conduct conforming to 2 CFR § 200.319 is or will be in effect governing the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts.  
 Yes    No    N/A
  
2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing in accordance with grant assurance C.17.  
 Yes    No    N/A
  
3. Sponsors that have or are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises in all contracts and subcontracts  
 Yes    No    N/A

4. Sponsor procurement actions using the competitive sealed bid method was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors.
  - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond.
  - c. Publicly opened at a time and place prescribed in the invitation for bids
  - d. Prepared such that it allows a firm fixed price contract award to the lowest responsive and responsible bidder.
- Yes  No  N/A
5. For projects where the Sponsor intends to use the competitive proposal procurement method, Sponsor has or will obtain FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written request to use competitive proposal procurement method
  - b. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method.
- Yes  No  N/A
6. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate determination for the appropriate type of project
- Yes  No  N/A
7. All construction and equipment installation contracts contain or will contain provisions for:
- a. Access to Records
  - b. Buy American Preferences
  - c. Civil Rights (General Provisions and Title VI Assurances)
  - d. Federal Fair Labor Standards
  - e. Occupational Safety and Health Act requirements
  - f. Seismic Safety (applies only to projects that include buildings)
  - g. State Energy Conservation Requirements (as applicable)
  - h. U.S. Trade Restriction
  - i. Veterans Preference per 49 USC § 47112(c) (applies only to construction and equipment installation projects)
- Yes  No  N/A
8. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- a. Davis-Bacon and Related Acts
  - b. Copeland "Anti-Kickback" Act
- Yes  No  N/A

## ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

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

#### B. Duration and Applicability.

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

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

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

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

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

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

#### C. Sponsor Certification.

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

##### 1. General Federal Requirements.

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

## FEDERAL LEGISLATION

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- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1,2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>  
Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- t. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- y. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

## EXECUTIVE ORDERS

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- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice

#### FEDERAL REGULATIONS

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- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4,5,6</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1,2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.

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

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### **SPECIFIC ASSURANCES**

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

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### **FOOTNOTES TO ASSURANCE C.1.**

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- <sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

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

##### **a. Public Agency Sponsor:**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and

authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

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

3. **Sponsor Fund Availability.**

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

4. **Good Title.**

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

5. **Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and

changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

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

**7. Consideration of Local Interest.**

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

**8. Consultation with Users.**

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

**9. Public Hearings.**

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

**10. Metropolitan Planning Organization.**

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

**11. Pavement Preventive Maintenance.**

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

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

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

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

**14. Minimum Wage Rates.**

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

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor

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

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

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

**17. Construction Inspection and Approval.**

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

**18. Planning Projects.**

In carrying out planning projects:

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

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
  - 1) Operating the airport's aeronautical facilities whenever required;
  - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

**20. Hazard Removal and Mitigation.**

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

**21. Compatible Land Use.**

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

**22. Economic Nondiscrimination.**

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

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

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

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

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

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

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

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

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

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

- 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
  - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

## 26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

## 27. Use by Government Aircraft.

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

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

**28. Land for Federal Facilities.**

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

**29. Airport Layout Plan.**

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

**30. Civil Rights.**

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

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

c. Duration.

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

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

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

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

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

**31. Disposal of Land.**

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

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

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

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

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

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

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

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

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated March 20, 2014 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

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

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

- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

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

**37. Disadvantaged Business Enterprises.**

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

**38. Hangar Construction.**

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

**39. Competitive Access.**

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



**FAA  
Airports**

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

Updated: 2/11/2015

View the most current versions of these ACs and any associated changes at:  
<http://www.faa.gov/airports/resources/advisorycirculars>

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

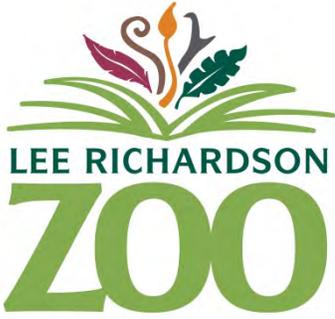
NUMBER	TITLE
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42G	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures

NUMBER	TITLE
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

## THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/7/2014

NUMBER	TITLE
150/5100-14E	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D	Construction Progress and Inspection Report – Airport Improvement Program (AIP)
150/5370-12A	Quality Control of Construction for Airport Grant Projects



July 1, 2015

Inspiring conservation of  
wildlife and wild places.

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Director  
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General Curator  
Jordan.Piha@gardencityks.us

NEIL ELMS  
Facilities Manager  
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Garden City, KS 67846

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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.*



To: Governing Body  
Cc: Matt Allen, City Manager  
From: Kristi Newland, Zoo Director

Issue:  
Staff requests the governing body's consideration and approval of a lease extension for 5 years for Friends of Lee Richardson Zoo (FOLRZ).

Background: FOLRZ was established in 1975 as a 501c3 which raises funds for improvements for Lee Richardson Zoo. Funds raised through operation of the Safari Shoppe, A Wild Affair, donations, and other avenues have contributed over \$4.5 million in the last twenty-two years to augment City operations of Lee Richardson Zoo. FOLRZ currently leases the space known as the Safari Shoppe on the northeast corner of the property as well as office space in Finnup Center for Conservation Education from the City of Garden City.

Alternatives:

1. The Governing Body may extend the lease.
2. The Governing Body may choose not to extend the lease.

Recommendation:

Staff requests that the governing body approve the extension.

Fiscal Note:

FOLRZ will pay \$1.00 each year for each of the two leases.

	<u>Safari Shoppe/storage</u>	<u>Office space in FCCE</u>
FOLRZ	Gas and telephone Maintenance/repairs Damages	Telephone, cable, internet Damages Janitorial services/supplies Light bulbs
City	Other utilities	Other utilities Maintenance/repairs

**AMENDMENT TO LEASE AGREEMENT**

**THIS AMENDMENT TO LEASE AGREEMENT** (Amendment), by and between:

**CITY OF GARDEN CITY, KANSAS**, a municipal corporation, City,

and

**FRIENDS OF LEE RICHARDSON ZOO**, a not for profit Kansas corporation, Tenant.

---

This Amendment shall be part of the Lease Agreement, dated May 18, 2010, and entered into by the parties identified above and covering the following described property:

312 Finnup Drive, Garden City, Finney County, Kansas (Leased premises is shown as the highlighted portion of the Finnup Center in Exhibit A).

Paragraph 2 of the Lease Agreement, Term, is hereby amended, and the following is substituted as paragraph 2:

2. TERM. The term of this lease agreement shall be for a period of five (5) years, to commence on June 1, 2015, and end on May 31, 2020. This lease agreement shall be effective June 1, 2015, regardless of date of execution and approval. Tenant shall have the option to extend this lease agreement for additional terms of five (5) years each, as long as Tenant continues to use the leased premises in the manner contemplated by this lease agreement. Tenant shall exercise this option to extend by give City written notice thereof, at least sixty (60) days prior to the end of the initial term of this lease agreement, or any extension term.

This Amendment shall become effective the 1st day of June, 2015.

All terms and conditions of the Lease Agreement not modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, City and Tenant have executed this Amendment to Lease Agreement on the dates set forth below.

CITY OF GARDEN CITY, KANSAS

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
JANET A. DOLL

ATTEST:

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

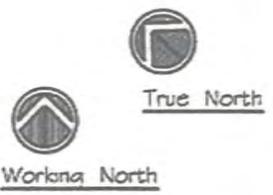
FRIENDS OF LEE RICHARDSON ZOO

\_\_\_\_\_  
Date

By: Carole Geier  
CAROLE GEIER, President

ATTEST:

Sidney Worf  
SIDNEY WORF, Secretary



**Building Plan**  
 1/16" = 1'-0" (full size)  
 0 5 10 15 20 25 FT

ZOO I



**AMENDMENT TO LEASE AGREEMENT**

**THIS AMENDMENT TO LEASE AGREEMENT** (Amendment), by and between:

**CITY OF GARDEN CITY, KANSAS**, a municipal corporation, City,

and

**FRIENDS OF LEE RICHARDSON ZOO**, a not for profit Kansas corporation, Tenant.

---

This Amendment shall be part of the Lease Agreement, dated May 18, 2010, and entered into by the parties identified above and covering the following described property:

One (1) 60' x 24' building utilized as Tenant's office, storage and The Safari Shoppe located on parts of what was formerly known as Lots Eleven (11) and Twelve (12) of Block Four (4) of B.F. Smiths Addition, now platted as part of Finnup Park, Garden City, Finney County, Kansas (leased premises).

Paragraph 2 of the Lease Agreement, Term, is hereby amended, and the following is substituted as paragraph 2:

2. TERM. The term of this lease agreement shall be for a period of five (5) years, to commence on June 1, 2015, and end on May 31, 2020. This lease agreement shall be effective June 1, 2015, regardless of date of execution and approval. Tenant shall have the option to extend this lease agreement for additional terms of five (5) years each, as long as Tenant continues to use the leased premises in the manner contemplated by this lease agreement. Tenant shall exercise this option to extend by give City written notice thereof, at least sixty (60) days prior to the end of the initial term of this lease agreement, or any extension term.

This Amendment shall become effective the 1st day of June, 2015.

All terms and conditions of the Lease Agreement not modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, City and Tenant have executed this Amendment to Lease Agreement on the dates set forth below.

CITY OF GARDEN CITY, KANSAS

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
JANET A. DOLL

ATTEST:

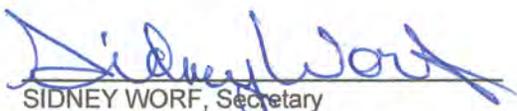
\_\_\_\_\_  
CELYN N. HURTADO, City Clerk

FRIENDS OF LEE RICHARDSON ZOO

\_\_\_\_\_  
Date

By: Carole Gejer  
CAROLE GEJER, President

ATTEST:

  
SIDNEY WORF, Secretary



# Memo

To: City Commission  
From: Kaleb Kentner  
CC: File  
Date: May 19, 2015  
Re: GC2015-39, – Miles Addition plat

---

**ISSUE:** Consideration of the Miles Addition plat

**BACKGROUND:** At the request of Tim and Susan Fuller, c/o Cornerstone Professional Services, the Planning Commission is asked to review and consider the Fuller Addition plat.

The Fuller Addition plat will reconfigure the parcels located at 2802 and 2902 North Main Street. This plat will create three lots out of the two existing lots. The approximate land area for the entire plat is 1.15 acres. The current zoning is "R-1" Single Family Residential District. Both existing parcels have one house and one garage on each lot. (Please refer to plat.) Both of the garages are within the rear yard setbacks. To address this issue, the applicant will need to present this case to the Board of Zoning Appeals. The next available date to obtain a variance on the setbacks is July 14, 2015.

There is a twenty (20') foot public utility easement that runs between parcels 1 and 3 that will service all of the proposed lots. The developer will be required to add the utility mains to service all lots. In addition, public sidewalks will be required for lot 3 along Bellevue Avenue at the time of development. However, the applicant is requesting a waiver on the required public sidewalks, (refer to attached photos). The property to the east (114 E. Bellevue Avenue) has recently created a new plat (GC2015-28), and on June 2, 2015, received a waiver from the requirement of sidewalks along Bellevue Avenue.

A site plan review will be conducted June 10, 2015. The applicant will be required to meet or exceed the Garden City Zoning and Subdivision Regulations for this development.

**ALTERNATIVES:** The Commission may:

1. Approve the plat as presented
2. Not approve the plat

**RECOMMENDATION:** Staff recommends approval of the plat contingent upon the submitted plat meeting the Garden City Zoning and Subdivision requirements

**PLANNING COMMISSION:** On June 18, 2015, the Planning Commission unanimously voted to approve the plat with a sidewalk waiver on lot 3.

Present- 5  
Yea vote- 5  
Nay vote- 0

COMMUNITY  
DEVELOPMENT  
DEPARTMENT  
SERVING  
GARDEN CITY  
HOLCOMB  
AND  
FINNEY COUNTY  
620-276-1170

**INSPECTIONS**  
620-276-1120  
[inspection@garden-city.org](mailto:inspection@garden-city.org)

**CODE COMPLIANCE**  
620-276-1120  
[code@garden-city.org](mailto:code@garden-city.org)

**PLANNING AND  
ZONING**  
620-276-1170  
[planning@garden-city.org](mailto:planning@garden-city.org)

CITY ADMINISTRATIVE  
CENTER  
301 N. 8<sup>TH</sup>  
P.O. Box 998  
GARDEN CITY, KS  
67846-0998  
PH 620.276.1170  
FAX 620.276.1173  
[www.garden-city.org](http://www.garden-city.org)



COMMUNITY  
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620-276-1170

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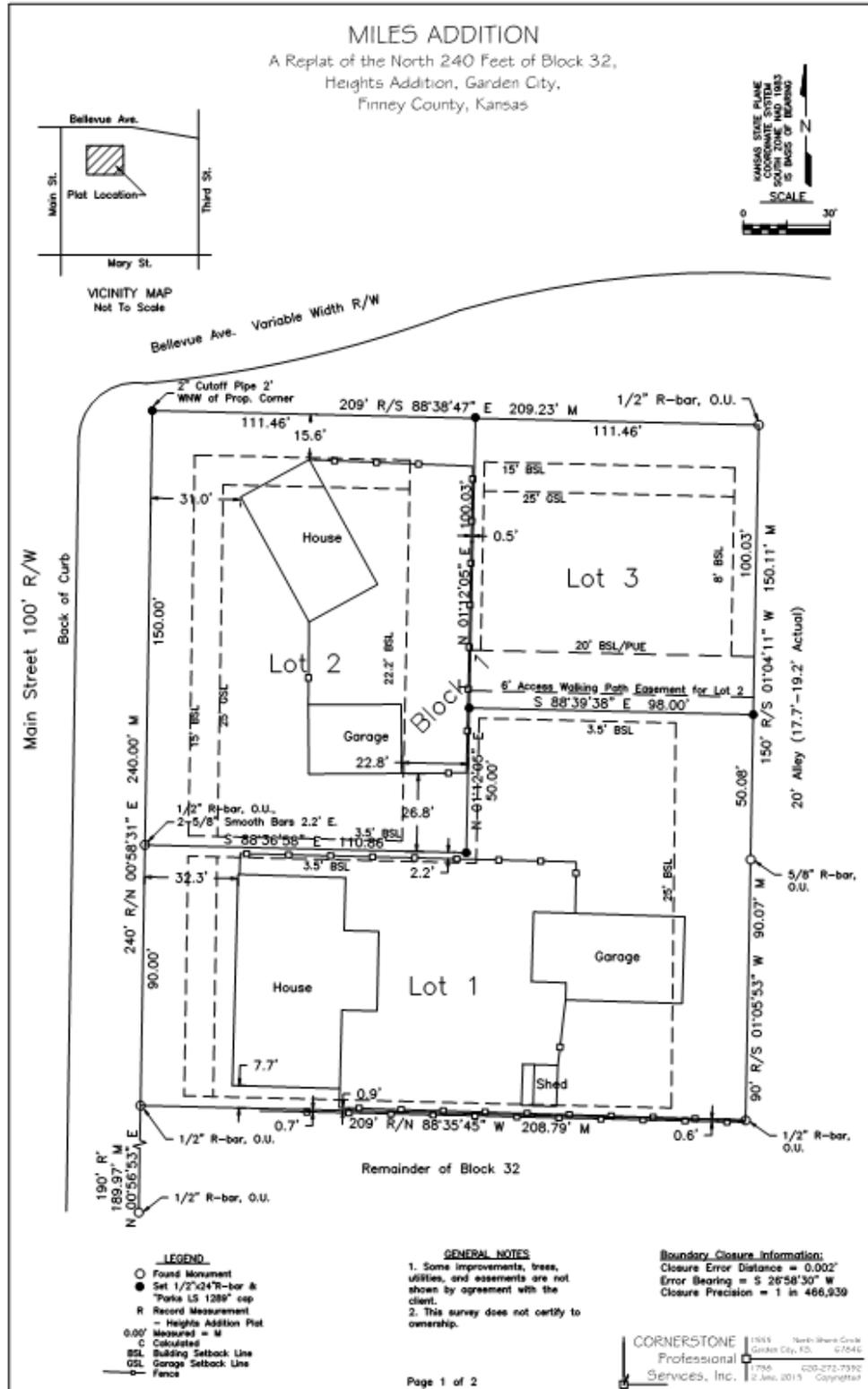
GARDEN CITY, KS

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COMMUNITY  
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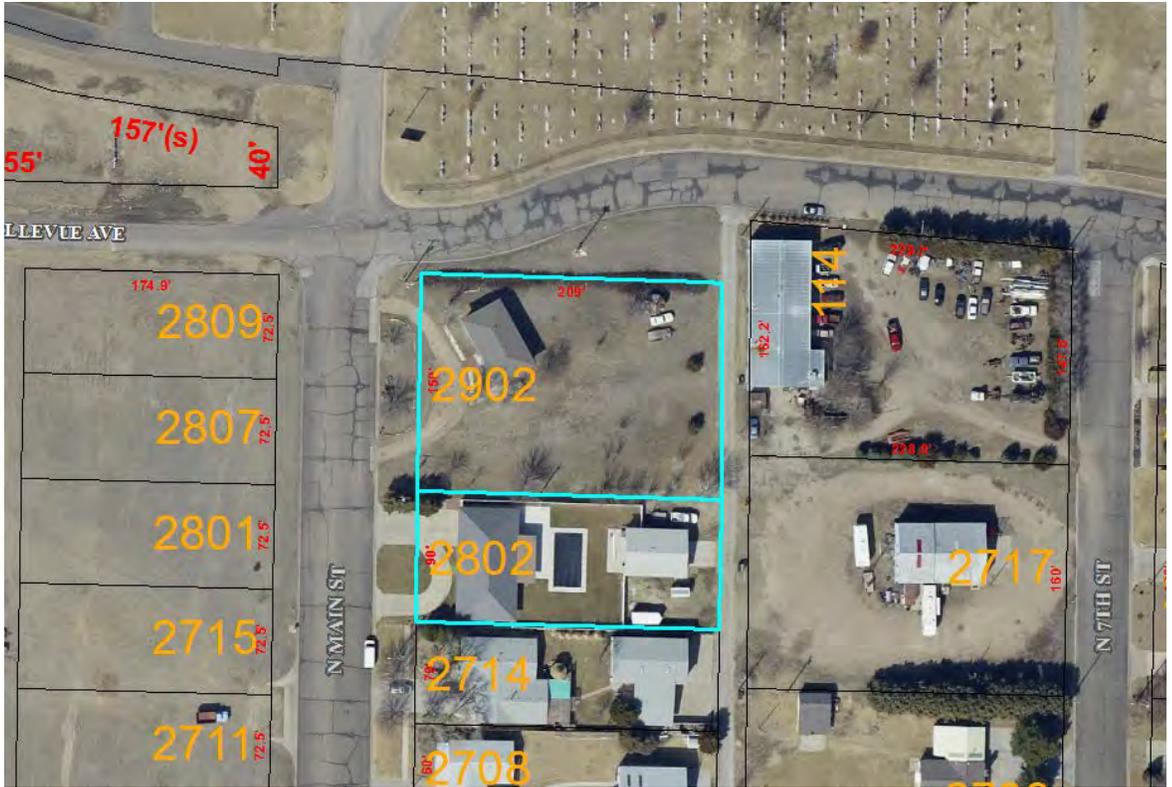
GARDEN CITY, KS

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Overhead image of the area of the new plat



Looking west along Bellevue Avenue, location of the desired sidewalk waiver



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DEVELOPMENT  
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Looking at the Accessory Structure on lot two that encroaches on the setbacks



Looking at the Accessory Structure on lot one that encroaches on the setbacks

# MILES ADDITION

A Replat of the North 240 Feet of Block 32,  
Heights Addition, Garden City,  
Finney County, Kansas

## PLAT LEGAL DESCRIPTION

A Combined Tract of Land described as the North 150 Feet of the North 300 Feet of Block 32, Heights Addition as recorded in the Deed in Book 319, Page 808, and as the North 90 Feet of the South 150 Feet of the North 300 Feet of Block 32, Heights Addition as recorded in the Deed in Book 315, Page 704, all located in the Southeast Quarter of Section 6, Township 24 South, Range 32 West of the 6th P.M., Garden City, Finney County, Kansas, containing 1.2 acres, more or less.

## SURVEYOR'S CERTIFICATION

This is to certify to the best of my knowledge that the survey of the described land division is accurately represented on this plat.

\_\_\_\_\_  
Ken Parks, PLS No. 1289

## COUNTY SURVEY REVIEWER CERTIFICATION

This plat has been examined this      day  
of                      , 2015, for compliance with  
K.S.A. 58-2005.

\_\_\_\_\_  
Vernon L. Cress, PLS No. 899,  
County Survey Reviewer

## OWNER'S CONSENTS AND DEDICATIONS

KNOW ALL MEN BY THESE PRESENTS that We, the undersigned, being the sole proprietors and owners of the land included within the plat shown hereon, are the only persons whose consents are necessary to pass clear title to said land and We hereby consent to the making and recording of said plat and the public utility easement is hereby dedicated to the public for such public uses.

IN WITNESS WHEREOF these consents and dedications are executed this      day of                      , 2015.

\_\_\_\_\_  
Timothy L. Fuller

\_\_\_\_\_  
Susan R. Fuller

State of Kansas      ss.

These consents and dedications were acknowledged before me, the undersigned officer, by Timothy L. Fuller and Susan R. Fuller on this      day of                      , 2015.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

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

## HOLCOMB/GARDEN CITY/FINNEY COUNTY AREA PLANNING COMMISSION

State of Kansas      ss.  
Finney County

This plat has been reviewed and is hereby approved this      day  
of                      , 2015.

\_\_\_\_\_  
Mario Lopez, Chairman

\_\_\_\_\_  
Kaleb Kentner, Secretary

## THE CITY OF GARDEN CITY, KANSAS

State of Kansas      ss.  
Finney County

This public utility easement, as shown on this plat, is accepted by the Governing Body of the City of Garden City, Kansas, this      day      of                      , 2015.

\_\_\_\_\_  
Janet Doll, Mayor

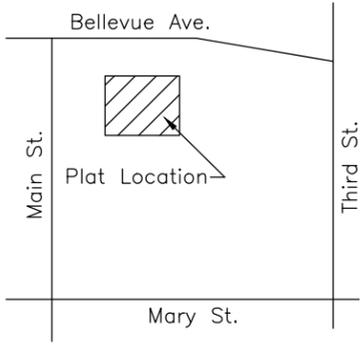
\_\_\_\_\_  
Attest: Celyn Hurtado, City Clerk

# MILES ADDITION

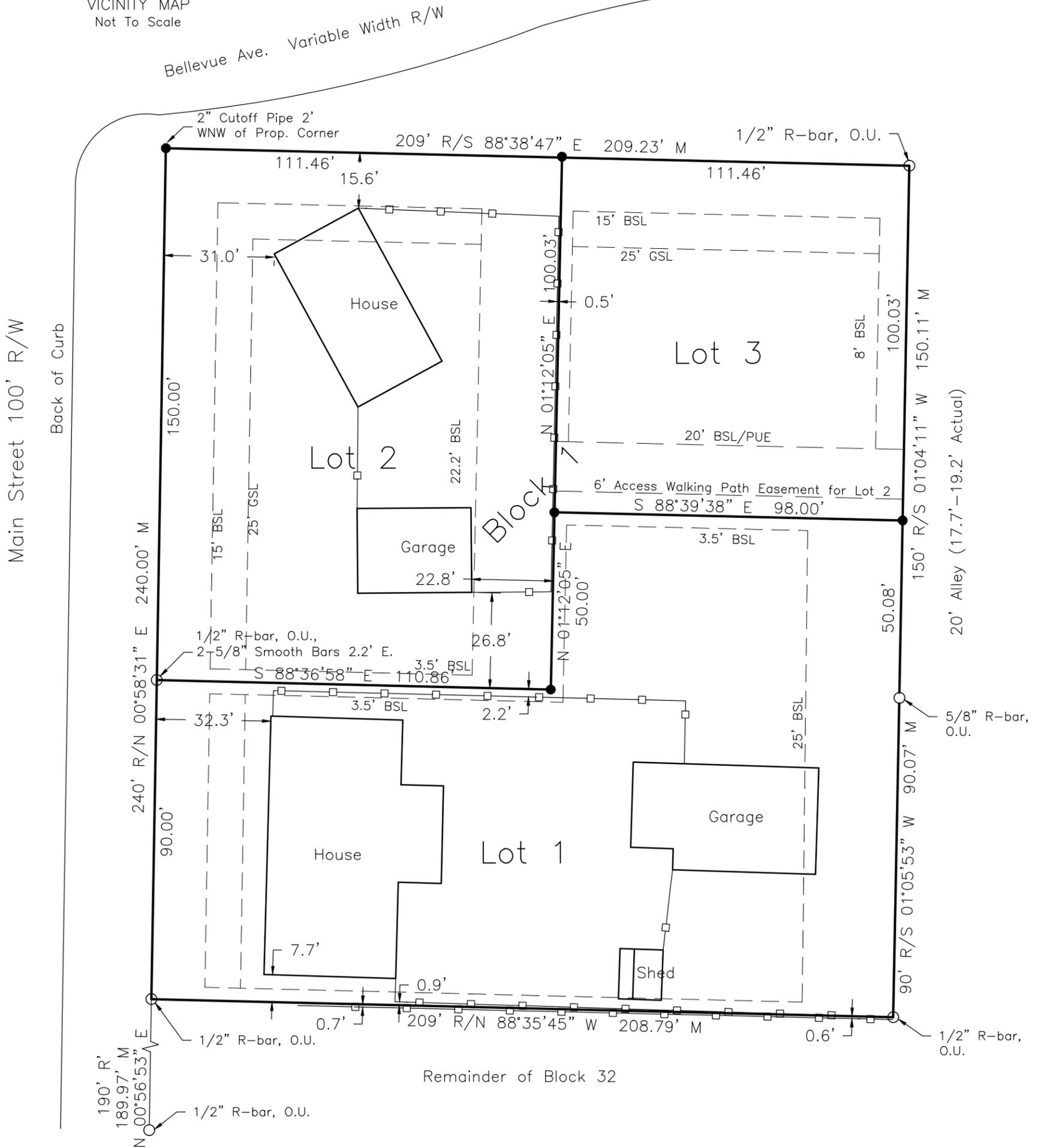
A Replat of the North 240 Feet of Block 32,  
Heights Addition, Garden City,  
Finney County, Kansas

KANSAS STATE PLANE  
COORDINATE SYSTEM  
SOUTH ZONE NAD 1983  
IS BASIS OF BEARING

SCALE



VICINITY MAP  
Not To Scale



### LEGEND

- Found Monument
- Set 1/2"x24"R-bar & "Parks LS 1289" cap
- R Record Measurement
- Heights Addition Plat
- 0.00' Measured = M
- C Calculated
- BSL Building Setback Line
- GSL Garage Setback Line
- Fence

### GENERAL NOTES

1. Some improvements, trees, utilities, and easements are not shown by agreement with the client.
2. This survey does not certify to ownership.

### Boundary Closure Information:

Closure Error Distance = 0.002'  
Error Bearing = S 26°58'30" W  
Closure Precision = 1 in 466,939

**CORNERSTONE**  
Professional  
Services, Inc.

1555 North Shore Circle  
Garden City, KS. 67846  
1798 620-272-7592  
2 June, 2015 Copyrighted

## FACILITY USE AGREEMENT

**THIS FACILITY USE AGREEMENT** (Agreement), made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF GARDEN CITY, KANSAS (City), and FULLSCOPE TRAINING LLC (Fullscope).

### RECITALS

**WHEREAS**, City, through the Garden City Police Department (GCPD) occupies space in the Finney County Law Enforcement Center (LEC), 302 North Ninth Street, Garden City, Kansas; and

**WHEREAS**, City owns an indoor firearm range (firearm range) at 114 Isabel Avenue, Garden City, Kansas; and

**WHEREAS**, Fullscope provides concealed carry training and it has a need to use a classroom in the LEC and the firearm range for its concealed carry classes; and

**WHEREAS**, City and Fullscope wish to enter into this Agreement to allow Fullscope to use a GCPD training room in the LEC and the firearm range.

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

1. **PREMISES.** City grants to Fullscope the use of the GCPD training room (training room) on the main floor of the LEC, and the firearm range, collectively referred to as Premises. The training room shall be used for 6.5 hours of concealed carry education, and the firearm range shall be used for 1.5 hours of firearm training. Dates and times of use shall be coordinated and scheduled by Fullscope with the GCPD Chief of Police, or his designee. GCPD shall at all times have priority over use of the Premises. Fullscope may not use the Premises more than five (5) times during the term of this Agreement.
2. **TERM.** The term of this Agreement shall be for a period of one (1) year, beginning July 1, 2015, and ending June 30, 2016. The term of this Agreement shall not renew unless the parties mutually agree in writing, to extend the term.
3. **USE FEE.** Fullscope shall pay to City, the sum of One Hundred Dollars (\$100) for each eight (8) hour use of the Premises. The payment shall be made to the Garden City Police Department, 304 North 9th Street, Garden City, Kansas 67846, prior to each use.
4. **DAMAGE TO PREMISES.** Fullscope shall be responsible for any and all damage to the Premises that might occur during its use of the Premises.
5. **UTILITIES/CUSTODIAL SERVICES.** City shall be responsible for all utility costs. City shall provide all required custodial services.
6. **MAINTENANCE.** Fullscope shall be responsible for any repair and maintenance to the Premises caused by the acts or omissions of Fullscope employees, students, agents, or invitees. City shall be responsible for all structural maintenance or repairs not otherwise caused by the acts or omissions of Fullscope employees, students, agents, or invitees.

7. **INSURANCE.** City agrees to keep the Premises insured against loss or damage by fire or other casualties, although Fullscope shall not be named as a loss payee or insured. Fullscope shall be responsible for and maintain general liability insurance, in an amount of not less than \$2,000,000 per occurrence, proof of which may be requested by City.

8. **INDEMNIFICATION.** Fullscope agrees to indemnify City against, and to hold City harmless from, any and all claims or demands for acts, omissions, or negligence of Fullscope employees, students, agents or invitees while in, upon, or about the Premises, during the term of this Agreement, or any extension or renewal thereof.

9. **STANDARD OF CARE.** Fullscope agrees to follow any and all rules, regulations and policies for use of the Premises, and to conduct the concealed carry training in a safe manner, consistent with the generally recognized standards applicable to firearm handling and firing.

10. **ALTERATIONS.** Fullscope shall not make any alterations to the Premises.

11. **DEFAULT.** This Agreement is made upon the express condition that if Fullscope fails or neglects to perform or observe any of Fullscope's obligations hereunder and such failure and neglect shall continue for thirty (30) days after written notice to Fullscope from City, City at any time thereafter, by written notice to Fullscope, may lawfully declare the termination hereof, and further, City shall be entitled to pursue all available legal remedies.

12. **TERMINATION.** This Agreement may be terminated by City, at any time, for any reason, with thirty (30) days written notice to Fullscope.

13. **GENERAL COVENANTS.**

- (a) All notices required or which may be given hereunder shall be considered as properly given if delivered in writing, personally, or sent by certified mail, postage prepaid, addressed as follows:

If to City:                      Chief of Police  
    Garden City Police Department  
    304 North 9th Street  
    Garden City, Kansas 67846

If to Fullscope:                Ben Weeks  
    Fullscope Training LLC  
    1204 Parkwood Lane  
    Garden City, Kansas 67846

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

- (b) This instrument incorporates all of the obligations, agreements and understandings of the parties hereto, and there are no oral agreements or understandings between the parties hereto concerning the property or any subject covered by this Agreement.

- (c) This Agreement may be amended, changed, or modified, only upon the written consent of all the parties.
- (d) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, and personal representatives and permitted assigns.
- (e) This Agreement shall be construed in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties have executed this Facility Use Agreement as of the day and year first above written.

**CITY OF GARDEN CITY, KANSAS**

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Janet A. Doll, Mayor

ATTEST:

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

**FULLSCOPE TRAINING LLC**

06 24 2015  
Date

By Ben Weeks  
Ben Weeks  
Title: Owner

APPROVED:

**GARDEN CITY POLICE DEPARTMENT**

24 JUN 2015  
Date

By Courtney Pruitt #309  
Name: Courtney Pruitt  
Title: Captain



**COMMUNITY  
DEVELOPMENT  
DEPARTMENT**  
SERVING THE  
CITIES OF  
GARDEN CITY  
HOLCOMB  
AND  
FINNEY COUNTY  
620-276-1170

INSPECTIONS  
620-276-1120  
[inspection@garden-city.org](mailto:inspection@garden-city.org)

CODE  
ENFORCEMENT  
620-276-1120  
[code@garden-city.org](mailto:code@garden-city.org)

PLANNING AND  
ZONING  
620-276-1170  
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CITY ADMINISTRATIVE  
CENTER  
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GARDEN CITY, KS  
67846-0499  
620.276.1170  
FAX 620.276.1173  
[www.garden-city.org](http://www.garden-city.org)

## MEMORANDUM

**DATE:** July 7, 2015  
**TO:** Mayor & City Commission  
**FROM:** Kaleb Kentner, Planning & Community Development Director  
**cc:** File  
**RE:** 2015 Vegetation Mowing Applicant

---

**Issue:** 2015 Vegetation Mowing Applications for Code Violations

**Background:** The Community Development Department has received an application from Mike Walker for the 2015 vegetation mowing season at the following rates:

Small Lots- \$30/ hour  
Large Lots- \$70/ hour

Lot size is determined by the Code Compliance Officer.

**Alternatives:**

1. City Commission may approve the applicant.
2. City Commission may not approve the applicant.
3. City Commission may take no action.

**Recommendation:** Staff recommends approving Mr. Walker's application.

**Fiscal Impact:** Fees assessed through the code compliance process cover the cost of contractors. However, if the violator does not pay fees, the City covers the cost of the contractor until the fee is collected through either collections or through specials assessed to the property.

# MEMORANDUM



**TO:** Governing Body  
**FROM:** Captain Courtney Prewitt, Interim Chief of Police  
**DATE:** June 29, 2015  
**SUBJECT:** Approval of Police Motorcycle Purchase

## **ISSUE**

Purchasing a third Victory Police Motorcycle and selling four of our existing five Kawasaki motorcycles.

## **BACKGROUND**

Prior to his retirement, Chief James R. Hawkins provided instructions for Staff to investigate the possibility of purchasing a third Victory motorcycle and selling our current Kawasaki motorcycles.

<b>BIDDER</b>	<b>Make &amp; Model</b>	<b>Mileage</b>	<b>NET CITY COST</b>	<b>Delivery Time</b>	<b>Exceptions &amp; Comments</b>
Victory Motorcycles (Corporate Office)	2015 Victory Commander 1	New	\$37,046.65	84 days from order	Equivalent to the (2) 2014 models we ordered last year.

## **RECOMMENDATION**

Staff discussion was held and our recommendation is for the Governing Body to consider and approve the purchase of *one 2015 Victory Commander 1 motorcycle*. We have only requested a bid from Victory as this motorcycle would match the two we purchased last year, we have two officers trained as Victory motorcycle instructors, and City mechanics are trained to complete warranty work on Victory motorcycles.

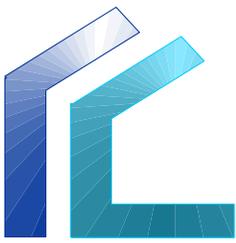
## **FISCAL NOTE**

The overall cost of the Victory motorcycle with all equipment is \$37,046.65. We would recommend using available funds (\$8,000.00 from Fund 10 and \$29,046.65 from Fund 11) to purchase the motorcycle. We would further recommend selling four of our five Kawasaki motorcycles to help offset the cost. The money received from selling the Kawasaki motorcycles would be put back into Fund 10 as those funds were used for their original purchase.

Respectfully Submitted,

Interim Chief of Police

# Other Entities Minutes



# Garden City Recreation

310 N. 6<sup>th</sup>, Garden City, Kansas 67846 – Phone: 620-276-1200 Fax: 620-276-1203 – email: [gcrec@gardencityks.us](mailto:gcrec@gardencityks.us)

## Regular Meeting

Monday – June 29, 2015 @ 5:15pm

Recreation Maintenance Building, 2529 E. Mary Street

---

**I. Call Meeting to Order**

**II. Approval of Agenda**

**III. Financial Reports for May 2015**

**IV. Consent Agenda**

The following shall stand approved and/or accepted as presented unless action is taken to remove an item from the consent agenda.

- Minutes of Regular Meeting for May 2015
- Staff Reports
- Participation Reports May 2015

**V. Superintendent Reports**

- 2015 SWKR Golf Tournament (August 15, 2015 @ 9am Mariah Hills, Dodge City)
- Update on the Water Park Design and construction phase.
- Big Pool Scum Gutter Recirculation Line
- Garden City Recreation Renovation Projects

**VI. New Business**

1. Lewis Hooper and Dick Audit presentation
2. Designation of July as Park and Recreation Month “Out Is In”
3. Meghan McFee is requesting for sale or donation of used weight equipment to Horace Good Junior High School.

**VII. Old Business**

- Indoor Soccer Facility Discussion’s.

**VIII. Executive Session** – Recreation Board will go into executive session at \_\_\_\_ for the purpose of discussing personnel and/or real property. The Recreation Board will reconvene into open session at \_\_\_pm.

**Garden City Recreation Commission Questions & Comments**

**IX. Adjournment**

### Next Meeting

***Special Meeting – Budget Hearing/Certified July 16<sup>th</sup>, 12pm (Noon) at 2529 Mary Street***

***Regular Meeting July 27, 2015 @ 5:15pm***

**Garden City Recreation Commission  
Minutes  
Friday, May 29, 2015  
2925 E Mary St**

**I. Call Meeting to Order**

Chairperson Marcus Ramos called the meeting the order at 12:12pm. GCREC Board Members present were Anna Urrutia and Myca Bunch. GCREC Staff present were Superintendent John Washington and Finance Director Terri Hahn.

**II. Approval of Agenda**

Motion by Myca Bunch to approve the agenda, seconded by Anna Urrutia. Motion carried with all in favor.

**III. Consent Agenda**

**The following shall stand approved and/or accepted as presented unless action is taken to remove an item from the consent agenda.**

- a. Minutes of Regular Meeting for April 2015**
- b. Financial Reports for April 2015**
- c. Staff Reports**
- d. Participation Reports April 2015**

Myca Bunch would like for the financial reports to be separated from the Consent Agenda and has their own item. Motion by Myca Bunch to separated financial reports from the Consent Agenda and presented as a separate vote. Myca explained that financials need to be looked at more. The motion was seconded by Anna Urrutia. Motion carried with all in favor.

Anna Urrutia asked why do we wait until games begin to start discussion on upgrading fields.

John explained with respect to Fansler Field that we don't know how many teams we have until games begin or weather related issues that force us to use additional sites for make-up games. As for Fansler Field, John visited with Martin Segovia about converting Fansler Field into a baseball field instead of softball. John suggests he visit with his administration for a plan of action. At that point a proposal should be made to the Recreation Board and the City of Garden City. A motion was made by Myca Bunch to approve the consent agenda, seconded by Anna Urrutia.

Motion carried with all in favor.

**IV. Superintendents Reports**

- a. Big Pool Opening** – The Big Pool will open on Saturday, May 30<sup>th</sup> at 1pm. We are working on a pump that shorted out on startup. We also had issues with the spray park which required a new motor. During the winter months one of the sump pumps had felled which allowed the pit to fill with water damaging the pump. Tatro Plumbing is fixing a leak in the basement on the pool house on a 6" refill line. Continued conversations on the condition of the Big Pool has created some additional concerns on water lose. City Manager Matt Allen has asked John, Steve Cottrell and Fred Jones for a plan of action in continued efforts on water lose. I will have an update for you by our next meeting.

- b. **Parrot Cove Indoor Waterpark Update** – Rain has slowed down the construction progress. Crews should be standing walls up in two to three weeks. John will invite Board Members via email if you would like to be part of the construction walk thru.
- c. **2015 SWKR Golf Tournament Dodge City, KS (August 16, 2015 @ 9am** – Reminder about golf tournament in Dodge City. If you would like to play please call John.

**V. New Business**

- 1. **2016 Budget Review** – John went over the 2016 Budget. Discussion on the budget were minor and a few changes within the internal fund pages will need to include Salaries and Wages for staff within the fund. The example is sports, Mr. Rutti is paid out of Administration which is not reflective in the Sports Budget. Myca would like to see the effects of the programs including Fulltime Salary and Benefits. A motion was made by Anna Urrutia to publish the 2015 budget, seconded by Myca Bunch. Motion carried with all in favor.
- 2. **Superintendent is asking for approval to remove the North Building at 2925.5 E Mary Street from the lease agreement.** – Don't need the building not using it. Motion by Myca Bunch to remove from lease agreement the north building at 2925 5 E Mary St, seconded by Anna Urrutia. Motion carried with all in favor.
- 3. **Approval to change on 2015 Recreation Commission Meetings Calendar, Monday July 13<sup>th</sup> Special Meeting/Budget Hearing Meeting moved to Thursday, July 16<sup>th</sup> at 12:00pm (Noon).** - To meet the required printing of the budget John would like to change the Monday, July 13<sup>th</sup> Budget Hearing to Thursday, July 16<sup>th</sup> at 12:00pm (Noon). Motion by Anna Urrutia to approve changing July 13<sup>th</sup> meeting to July 16<sup>th</sup> at 12:00pm (Noon), seconded by Myca Bunch. Motion carried with all in favor.

**VI. Old Business**

**VII. Executive Session – Recreation Board will go into executive session at \_\_\_ for the purpose of discussing Real Property, Personnel and/or Contractual Obligations. The Recreation Board will reconvene into open session at \_\_\_. Upon Request by the Superintendent or a Board Member.**

**VIII. Garden City Recreation Commission Questions and Comments**

**IX. Adjournment**

Motion by Anna Urrutia to adjourn, seconded by Myca Bunch. The meeting adjourned at 1:29pm.

Terri Hahn  
Secretary

Approved June 29, 2015

Wednesday, May 27, 2015 4:28 p.m.

Only 1 minute and 1 second was recorded from this meeting.

**AGENDA**

Approved

Pollet	Deal	Brock	Nelson	Winter
Aye	Aye	Aye	Aye	Aye

**MINUTES**

April 29, 2015

Approved

Pollet	Deal	Brock	Nelson	Winter
Aye	Aye	Aye	Aye	Aye

**PUBLIC COMMENT**

No Comment.

**DIRECTOR'S REPORT**

**FINANCIAL REPORT**

Member Nelson inquired about the allowance for doubtful accounts was a negative number. Executive Director will look into it with our Lindsey software and have the answer in the near future. Member Nelson also inquired about a deposit that was off. Member Nelson was advised that particular deposit contained a check without a signature and was not accepted by the bank until signed.

**OCCUPANCY REPORT**

Pershing Manor has no vacancies. Redwood has one 2 and 3 bedroom scheduled for move in.

**WAITING LIST REPORT**

The one bedroom is still currently closed. Executive Director requests that an application fee be allowed to cover the cost of the background checks. The city charges five dollars for each background. The Kentech system charges sixteen dollars. This may deter applicants from applying that know they will not pass the background check. An option for the applicants who pass and move in to an apartment will be to apply their application fee to their security deposit. Executive Director will research other HA's application fees.

**CALENDAR**

The June Board meeting was moved to Wednesday June 24<sup>th</sup>, 2015. All Board members are encouraged to recommend someone for a grievance officer position by next board meeting. The Executive Director would like to have a wide variety of grievance officers for the tenants to choose from.

**Member Nelson:** Nothing to report.

**Member Pollet:** Nothing to report.

**Chairman Brock:** Nothing to report.

**Member Deal:** Nothing to report.

**Member Winter:** Nothing to report.

Motion for adjournment

Approved

Pollet	Deal	Brock	Nelson	Winter
Aye	Aye	Aye	Aye	Aye

**Meeting Adjourned 4:58 p.m.**

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**Jennifer Brock, Chairman**

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**Robyn Graffia, Secretary**