

AGENDA
CITY COMMISSION MEETING
Tuesday, October 20, 2015
1:00 P.M.
Amended 10/19/2015

- I. **Note: Pre-meeting at 11:00 a.m. – 11:45 a.m., located in the large meeting room at the City Administrative Center to review the functions of the Local Housing Authority. Administrative staff will be present and the pre-meeting is open to the public.**
- II. **REGULAR MEETING CALLED TO ORDER AND CITY CLERK ANNOUNCING QUORUM PRESENT.**
- III. **PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION.**
- IV. **APPROVAL OF THE MINUTES OF THE LAST REGULAR MEETING, WHICH IF NO CORRECTIONS ARE OFFERED, SHALL STAND APPROVED.**
- V. **PUBLIC COMMENT Agenda Schedule Allowance: 30 minutes (5 minutes per spokesperson)**
- VI. **CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES.**
 - A. Vickie Harshbarger, Mosaic of Garden City, requests Governing Body approval and consideration to allow the Mayor to proclaim October 2015 as National Disabilities Employment Month.
- VII. **REPORT OF THE CITY MANAGER.**
 - A. An update on the Southwest Chief Route Improvement project through the TIGER grant is provided.
 - B. Staff has provided an update on the progress of the Big Pool.
 - C. The City was recently awarded the 2015 Gold Star award in the Loss Prevention Certification Program by Kansas Municipal Insurance Trust.
 - D. The City has received correspondence from Cox Communication regarding channel line-up changes.
 - E. Staff has 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 building report and code enforcement report, from Finance Director Hitz the monthly financials, from Fire Chief Shelton the monthly activity report, from Public Works Director the ridership report and from Zoo Director Newland the monthly report.
 - F. Meetings of note:
 - ✓ October 17, 2015 - Boo at the Zoo - 4 p.m.
 - ✓ October 21, 2015 - Annual State of the City address at the Garden City Area Chamber of Commerce breakfast at The Golf Club at Southwind - 7:30 a.m.

- ✓ October 29, 2015 – Great Plains Development Inc. Banquet and Annual meeting at the Dodge City Country Club at 5:30 p.m.
- ✓ October 30, 2015 – 8th Annual Banner Art Auction at Clarion Convention Center at 7:00 p.m.
- ✓ November 7, 2015 – Veterans Day parade at 10:00 a.m. and fireworks at 6:45 p.m.

VIII. CONSIDERATION OF APPROPRIATION ORDINANCE.

- A. Appropriation Ordinance No. 2398-2015A.

IX. CONSIDERATION OF ORDINANCES AND RESOLUTIONS.

- A. None at this writing.

X. OLD BUSINESS.

- A. Governing Body consideration and approval of the Disadvantage Business Enterprise (DBE) program for the Garden City Regional Airport.

XI. NEW BUSINESS.

- A. At the August 4, 2015 City Commission meeting, the Governing Body approved a Lease with Option to Purchase and a Flatland Project Development Agreement between the City of Garden City, Kansas and Meadowlark Dairy Nutrition, LLC. Since the date of the approval, the legal description has changed as a result of the final plat approval, information pertaining to the Developer Representative was completed and Exhibits B and C reflect customary closing costs and the title policy which has been issued for the real property. City Attorney Grisell recommends approval of both amendments.

- 1. Governing Body consideration and approval of a First Amendment to Flatland Project Development Agreement between Meadowlark Dairy Nutrition, LLC and the City of Garden City, Kansas.
- 2. Governing Body consideration and approval of a First Amendment to Lease with Option to Purchase between Meadowlark Dairy Nutrition, LLC and the City of Garden City, Kansas.

- B. Governing Body consideration and approval of Hutton Construction's application for the Downtown Development Fund.

- C. Advisory Board Recommendations:

- 1. Planning Commission – 1 appointment

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

1. Governing Body consideration and approval of the Lease Agreement between Ag Solutions, L.L.C. and the City of Garden City for lease of facilities at the Garden City Regional Airport.
2. Governing Body consideration and approval of the Taylor/Emerson Addition re-plat.
3. Governing Body consideration and approval the final plat of Love’s Subdivision.
4. Licenses:

(2015 New)

- a) Irsik Construction..... Class B General
- b) Mayan Construction..... Class D-CO Concrete

(2015 Renewal)

- c) Coonrod & Associates Construction Co..... Class A General
- d) Mid-America Millwright Service, Inc..... Class A General
- e) Western Steel & Automation, Inc..... Class A General
- f) Ed Barb Construction..... Class B General
- g) Farr Construction Class B General
- h) J Scott III Class B General
- i) Rental Enterprise, LLC Class B General
- j) Stareck Construction Class B General
- k) Celeste Installations & Repair, LLC..... Class D-E Electrical
- l) A-M Russell Excavating..... Class E-SOC Specialized Other
- m) David Schmidt..... Class E-SOC Specialized Other

XII. CITY COMMISSION REPORTS.

A. Commissioner Fankhauser

B. Commissioner Cessna

C. Commissioner Dale

D. Mayor Doll

E. Commissioner Law

XIII. ADJOURN.

THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS

City of Garden City
October 6, 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, October 6, 2015 with all members present. Commissioner Law opened the meeting with the Pledge of Allegiance to the Flag and the Invocation.

Staff provided several items of information for Governing Body review including the following: from Cemetery Director Stevenson the monthly report, from Finance Director Hitz the monthly sales tax report and from Interim Police Chief Prewitt the monthly activity report.

Meetings of note:

- ✓ October 3, 2015 – Time for Three concert at Clifford Hope Auditorium at Horace Good Middle School at 6:30 p.m.
- ✓ October 8, 2015 – Realtors, Builders and Developers luncheon in the Meeting Room at the City Administrative Center at 12:00 p.m.
- ✓ October 8, 2015 – Groundbreaking ceremony at Dairy Farmers of America at 1:30 p.m. at 330 S. Highway 83
- ✓ October 10-12, 2015 - League of Kansas Municipalities Annual Conference in Topeka
- ✓ October 12, 2015 – Black Hills Energy Public Officials dinner at Samy’s Spirits and Steakhouse at 6:00 p.m.
- ✓ October 13, 2015 – Kansas Supreme Court hearings at Garden City High School at 6:30 p.m.
- ✓ October 15, 2015 - Southwest Kansas Coalition Meeting at the City Administrative Center - 4 p.m.
- ✓ October 17, 2015 - Boo at the Zoo - 4 p.m.
- ✓ October 21, 2015 - Annual State of the City address at the Garden City Area Chamber of Commerce breakfast at The Golf Club at Southwind - 7:30 a.m.
- ✓ October 30, 2015 – 8th Annual Banner Art Auction at Clarion Convention Center at 7:00 p.m.
- ✓ November 7, 2015 – Veterans Day parade at 10:00 a.m. and fireworks at 6:45 p.m.

Appropriation Ordinance No. 2397-2015A, “AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$6,740,802.26,” was read and considered section by section. Commissioner Law moved to approve and pass Appropriation Ordinance No. 2397-2015A. 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

Ordinance No. 2710-2015, “AN ORDINANCE REGULATING THE CONFISCATION, FORFEITURE AND DISPOSITION OF WEAPONS IN THE CORPORATE LIMITS OF THE CITY OF GARDEN CITY, KANSAS; CREATING NEW CODE SECTION 62-27; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS,” was read and considered section by section. Commissioner Cessna moved to approve Ordinance No. 2710-2015. 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

Commissioner Cessna moved to approve an Agreement and Consent to Annexation from O’Brate Realty. 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

Ordinance No. 2711-2015, “AN ORDINANCE ANNEXING LAND TO THE CITY OF GARDEN CITY, FINNEY COUNTY, KANSAS PURSUANT TO K.S.A. 12-520(7) and 12-520(a)(2).,” was read and considered section by section. Commissioner Cessna moved to approve Ordinance No. 2711-2015. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna Dale Doll Fankhauser Law
Yea Yea Yea Yea Yea

Commissioner Cessna moved to approve and accept an Easement from O’Brate Realty, LLC. 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. 2643-2015, “A RESOLUTION ESTABLISHING THE DOWNTOWN DEVELOPMENT FUND FOR THE CITY OF GARDEN CITY, KANSAS; ESTABLISHING A PROCESS FOR REIMBURSEMENT OF DEVELOPMENT COSTS ASSOCIATED WITH DEVELOPMENT OF VACANT PROPERTIES AND REVITALIZATION OR REDEVELOPMENT OF BUILDINGS IN THE CENTRAL BUSINESS DISTRICT OF THE CITY,” was read and considered section by section. Commissioner Fankhauser moved to approve Resolution No. 2643-2015. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna Dale Doll Fankhauser Law
Yea Yea Yea Yea Yea

Resolution No. 2644-2015, “A RESOLUTION AMENDING THE REQUIREMENTS OF MEMBERSHIP AND TERM LENGTHS OF MEMBERSHIP OF THE PUBLIC UTILITIES ADVISORY BOARD OF THE CITY OF GARDEN CITY, KANSAS,” was read and considered section by section. Commissioner Fankhauser moved to approve Resolution No. 2644-2015. 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 nine board appointments to the Public Utilities 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 Fankhauser moved to appoint the following citizens with appointed terms to the Public Utilities Advisory Board.

Applicant	Term length
Alicia Dianda	October 6, 2015 – January 1, 2017
Kevin Campbell	October 6, 2015 – January 1, 2017
Mel Galvez	October 6, 2015 – January 1, 2017
Steve Dyer	October 6, 2015 – January 1, 2018

Constance Smith	October 6, 2015 – January 1, 2018
Steve Michel	October 6, 2015 – January 1, 2018
Julie Christner	October 6, 2015 – January 1, 2019
Laureen Bryant	October 6, 2015 – January 1, 2019
Jonathan Smith	October 6, 2015 – January 1, 2019

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

Commissioner Cessna moved to approve an agreement to Consent to Annexation on property at 3001 E. Spruce Street owned by Edwin T. and Martha Sue Pahls. 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

Traffic Advisory Board Recommendations:

Commissioner Law moved to approve the recommendation to implement a citywide ordinance for No Thru Traffic in alleys. Mayor Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Nay	Nay	Yea	Nay	Yea

Commissioner Fankhauser moved to close the alley on Honeybee Court using bollards with reflective tape. 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

Commissioner Cessna moved to approve a request to change the angle parking on Main Street to 45 degrees. 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 Cessna moved to approve a request to change the pavement markings from four lanes to three lanes with a center turning lane on Fleming Street between Harding Avenue to Kansas Avenue. 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

KDOT conducted a Road Safety Audit (RSA) in Finney County a number of months ago. KDOT requested the City’s input on the below recommendations as they move forward to a final report.

Commissioner Cessna moved to recommend maintaining the speed limit on US-83 South at 65 mph after Burnside Drive – County Road. Commissioner Fankhauser seconded the vote. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

KDOT made the change last year on US-50/US-83 (Taylor Avenue) of 45 mph to 40 mph after drainage ditch to Mary Street, then 50 mph from Mary Street north to City limits.

Mayor Doll moved to recommend maintaining the speed limit 45 mph on US-50/US-83/US-400 from 400-500' north of Schulman Avenue to 400-500' south of Spruce Street. 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

Mayor Doll moved to lower the speed limit from 40 mph to 35 mph between Fleming Street to Roman Road on K-156 (Kansas Avenue). 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

Commissioner Law moved to approve the following:

1. Governing Body consideration and approval of bids received October 1, 2015 for the Kansas Avenue Pathway Project.

Bidder	Total	Comment
Engineer's Estimate	\$917,997.00	
Lee Construction, Inc.	\$749,441.75	LOW
J-A-G Construction Co.	\$988,596.10	

2. Governing Body consideration and approval of bids received on September 29, 2015 for the 2015 Street Tree & Stump removal project.

Bidder	Total
Alfred's Superior Tree Service, Wichita	\$16,998
Pro-Cut Tree Service, GCKS	\$23,000
Arbor Masters, Wichita	\$26,500
DV Enterprises LLC, Liberal	\$50,000

3. Quit Claim Deed from the City of Garden City, Kansas transferring all of Block Sixteen (16) in Stevens Addition except the north one-third (1/3) of the Southwest Quarter (SW1/4) of said Block Sixteen (16) to St. Catherine Hospital.

4. Licenses:

(2015 New)

- a) Double Jack Construction..... Class A General
- b) JP Construction, Inc..... Class A General
- c) Big D Plumbing..... Class B General
- d) Omni Construction Company, Inc..... Class D-P Plumbing w/ Gas
- e) Advantage Plumbing, Inc Class D-P Plumbing
- f) NRB Construction Class E-SOC Specialized Other
- g) The Hub of Syracuse, Inc Class E-SOC Specialized Other

(2015 Renewal)

- h) Alfred's Superior Tree Service..... 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.

Janet A. Doll, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

City Commission Reports

Commissioner Law had no comments.

Commissioner Fankhauser commented that the Multicultural Summit Breakfast was well attended, and that the speakers had an interesting story to tell. Commissioner Fankhauser stated former Mayor Ken Minter will be the Parade Marshal for the Veterans Day parade.

Commissioner Cessna recognized the Police Department for the way they professionally handled the situation at a local school and thanked them for keeping the schools of Garden City safe.

Commissioner Dale stated he attended the Multicultural Summit Breakfast and stated it was very enlightening to hear about the two speakers' journeys to Garden City. Commissioner Dale commended the Police Department for their work on the situation at Kenneth Henderson Middle School and thanked them for all that they do. Commissioner Dale thanked city employees for all their work on the parades in our community.

Mayor Doll stated she attended the ribbon cutting at the St. Catherine Hospital Inpatient Physical Therapy Department and was very impressed. Mayor Doll said it will be a wonderful addition to our community. Mayor Doll thanked Downtown Vision for all their volunteer hours in our community.

Petitions

PROCLAMATION

WHEREAS, the month of October 2015 has been designated as “National Disability Employment Awareness Month” in order to celebrate and recognize individuals with intellectual and developmental disabilities who make important contributions in their workplace; and

WHEREAS, employment is vital to the independence, empowerment and quality of life of Americans with disabilities; and

WHEREAS, the landmark Americans with Disabilities Act of 1990 removed carriers and enabled many individuals with disabilities to find more opportunities to use their gifts and talents in the workplace; and

WHEREAS, the United States Congress, by joint resolution approved August 11, 1945, has designated October of each year as “National Disability Employment Awareness Month” to recognize the contributions of Americans with disabilities and to encourage all citizens to help ensure their full inclusion in the workforce: and

WHEREAS, the goals of this city properly give recognition to those who directly help people with disabilities gain full access to training and employment which help create

NOW, THEREFORE, I, Janet A. Doll, Mayor of the City of Garden City, Kansas do hereby declares the month of October 2015 as

National Disability Employment Awareness Month

in the City of Garden City, and call upon the citizens of Garden City to observe this month with appropriate programs and activities. Furthermore, I encourage the citizens of Garden City to seek information from those organizations with expertise in matters concerning employment for individuals with intellectual and developmental disabilities.

Signed and sealed this 20th day of October, 2015.

Janet A. Doll, Mayor

Attest:

Celyn N. Hurtado, City Clerk

Report of the City Manager



**Engineering
Department**

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

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

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

MEMORANDUM

TO: GOVERNING BODY

FROM: Steve Cottrell

DATE: 13 October 2015

RE: TIGER GRANT UPDATE

ISSUE

An update on the Southwest Chief Route Improvement project through the TIGER grant is provided.

BACKGROUND

The City is the primary grant recipient of the TIGER VI grant from the U.S. Department of Transportation for the Southwest Chief Route Improvement Project. We are responsible for paying the bills and getting reimbursed from the FRA and submitting quarterly reports on grant activities. With the effective date of the Grant being September 2, 2015, the first quarterly report to the FRA will be very brief.

BNSF has ordered the new ¼ mile long continuous rail, which is being produced by Pueblo Steel in Pueblo CO. The rail for the fall portion of the work is currently being delivered. BNSF will have two rail gangs working on the project and anticipates an October 19 starting date. BNSF anticipates completion before Thanksgiving. The fall rail relay work is from Holcomb to about 5 miles west of Deerfield. Seven siding turnouts in this segment will also be completed this fall, along with two road crossings west of the relay area.

As a side note, BNSF has completed the 2015 tie replacement project though the area, replacing 130,077 ties. This work is not part of the TIGER grant project.

The FRA is planning a site visit in November; however, a date has not been set at this time.

ALTERNATIVES

- 1) There is no action required at this time.

RECOMMENDATION

No action is required by the Governing Body.

FISCAL

The City currently has the total \$300,000 local match from the Coalition members and KDOT's \$3,000,000 share. BNSF will deduct their \$2,000,000 share and Amtrak's \$4,000,000 share from the invoices as the work progresses. We will submit monthly electronic reimbursement requests to the FRA.



Memo

To: Mayor and City Commissioners

Thru: Matt Allen, City Manger

From: Fred Jones, Water Resource Manager and Steve Cottrell, City Engineer

Date: October 20, 2015

Re: Additional Big Pool Repairs

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

This report will update the Commission on the progress of repairs to the Big Pool.

BACKGROUND

We have approached PEC engineers to inquire if they could provide design assistance for the flow issues in the wet well. These flow issues have contributed to the inability of the scum gutters to operate efficiently and will contribute to water loss if not addressed. PEC is exploring an option to capture water from the scum gutters that may require a less costly and complex valve installation. We anticipate an update from them in the next few weeks regarding feasibility.

Electric Department and Building Inspections staff have visited the site and identified electrical items that we will repair this fall. A vendor has been contacted to provide an estimate to replace the windows in the wet wells with a fixed louver system for ventilation.

One of the main goals of the repairs is to apply paint to the shallow end of the pool. After consultation with a coatings expert, we have decided to perform painting operations in the spring when temperatures will be more favorable and planned fall/winter construction activities will not interfere with painting.

ALTERNATIVES

No Action Required.

RECOMMENDATION

No action required.

FISCAL NOTE

Expenditures for the emergency pool repairs to date are \$272,469.64. The commission has authorized additional work estimated at \$150,000. Expenses incurred as a result of the additional work in 2015 will be deducted from the 2016 Cash Carryover. The same will apply to the 2017 Cash Carryover for the balance of work completed in 2016.

CITY ADMINISTRATIVE
CENTER
301 N. 8TH
P.O. Box 998
GARDEN CITY, KS
67846-0998
620.276.1160
FAX 620.276.1169
www.garden-city.org



LOSS PREVENTION CERTIFICATION PROGRAM

2015 GOLD Star

City of Garden City



Celyn Hurtado

From: Allen, Lisa (CCI-Central Region) <Lisa.Allen@cox.com> on behalf of Stamp, Curt (CCI-Central Region) <Curt.Stamp@cox.com>
Sent: Tuesday, October 13, 2015 3:45 PM
Subject: Cox Communications - November Channel Changes

Dear Local Franchising Authority,

The following channel changes will occur for Cox Communications and Cox Business customers.

On or after November 18th, 2015:

- Comet TV (KSAS DT) Ch. 679 will be available to Digital Starter customers and a digital receiver or Cable CARD is required to view this channel.
- Oxygen HD Ch. 2228, will be available to Digital Essential customers and an HD digital receiver or Cable CARD is required to view this channel.
- Kidz Zone Ch. 996, News Zone Ch. 997 and Sports Zone Ch. 998 will no longer be available.
- GSN HD Ch. 2074 will be available to Digital Essential customers and an HD digital receiver or Cable CARD is required to view this channel.
- Fox Sports 2 HD Ch. 2243 will be available to Digital Essential customers and an HD digital receiver or Cable CARD is required to view with channel.
- ESPN Deportes HD Ch. 2314 will be available to Latino Pak, Mix Pak and Economy TV customers and an HD digital receiver or Cable CARD is required to view with channel.
- Fox Deportes HD Ch. 2303 will be available to Latino Pak, Mix Pak and Economy TV customers and an HD digital receiver or Cable CARD is required to view with channel
- Disney Jr. HD Ch. 2218 will be available to Variety Pak customers and an HD digital receiver or Cable CARD is required to view this channels.

Consumer-owned devices equipped with a CableCARD may require an advanced TV set top receiver or Tuning Adapter in order to receive all programming options offered by Cox Advanced TV.

We are truly grateful for the opportunity to serve your community. If you have any questions regarding these changes, please contact me at 479-717-3747.

Sincerely,



Curt Stamp
Field Vice President – Government Affairs
Cox Communications Central Region

Celyn Hurtado

From: Allen, Lisa (CCI-Central Region) <Lisa.Allen@cox.com> on behalf of Stamp, Curt (CCI-Central Region) <Curt.Stamp@cox.com>
Sent: Tuesday, October 06, 2015 10:31 AM
Subject: Cox Communications - Channel Lineup Change

Dear Local Franchising Authority,

I am writing to inform you of a channel addition for CableCARD customers without tuning adapters on Cox's cable system serving communities across Kansas. Effective November 18, 2015, we will be adding access to Adult PPV channels for CableCARD customers without tuning adapters. CableCARD customers with tuning adapters already have access to the channels.

We are required by law to notify customers of any changes to our channel lineup. We are meeting this obligation via a letter with the following message:

Dear Valued Cox Customer,

On November 18, 2015, Cox video customers using a CableCARD without a tuning adapter will have 24/7 access to Adult Pay-Per-View channels. These channels will be listed in your channel guide. Rescanning your channel lineup may be required. To order the PPV programming listed, you will need to contact Cox at 1-866-961-0027.

Thank you,
Cox Communications

Please feel free to contact me at 479-717-3747, if you have any questions.

Sincerely,

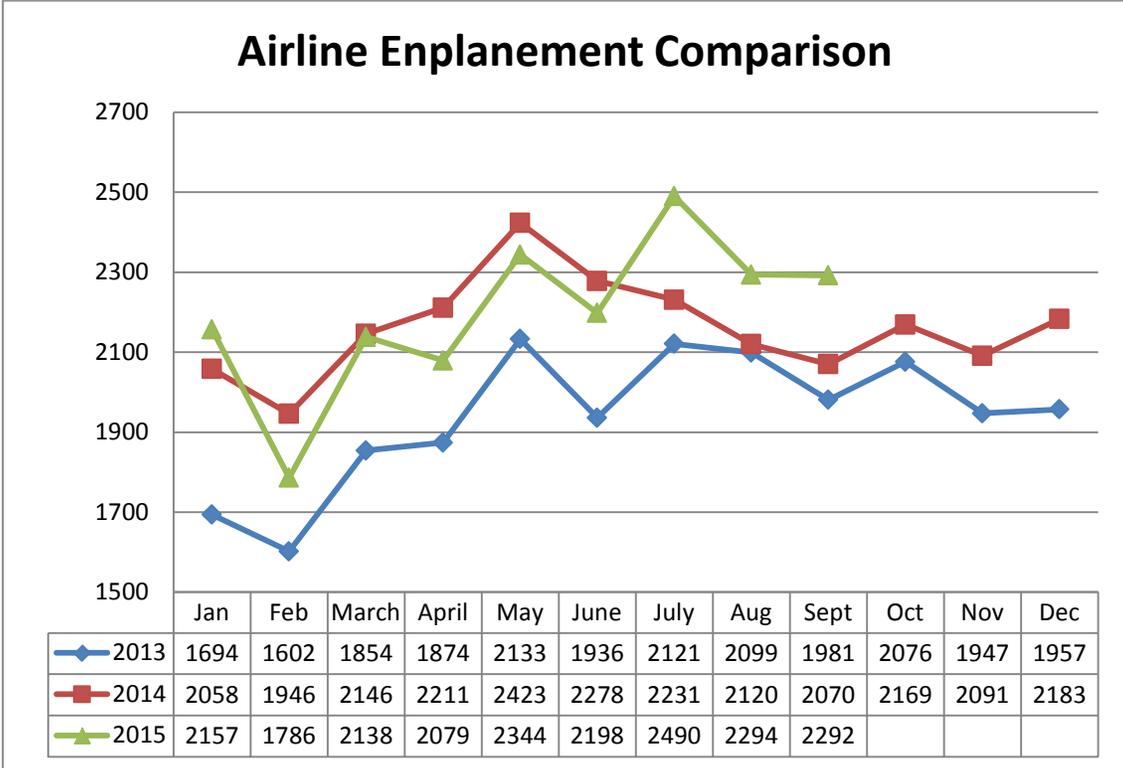


Curt Stamp
Field Vice President – Government Affairs
Cox Communications Central Region

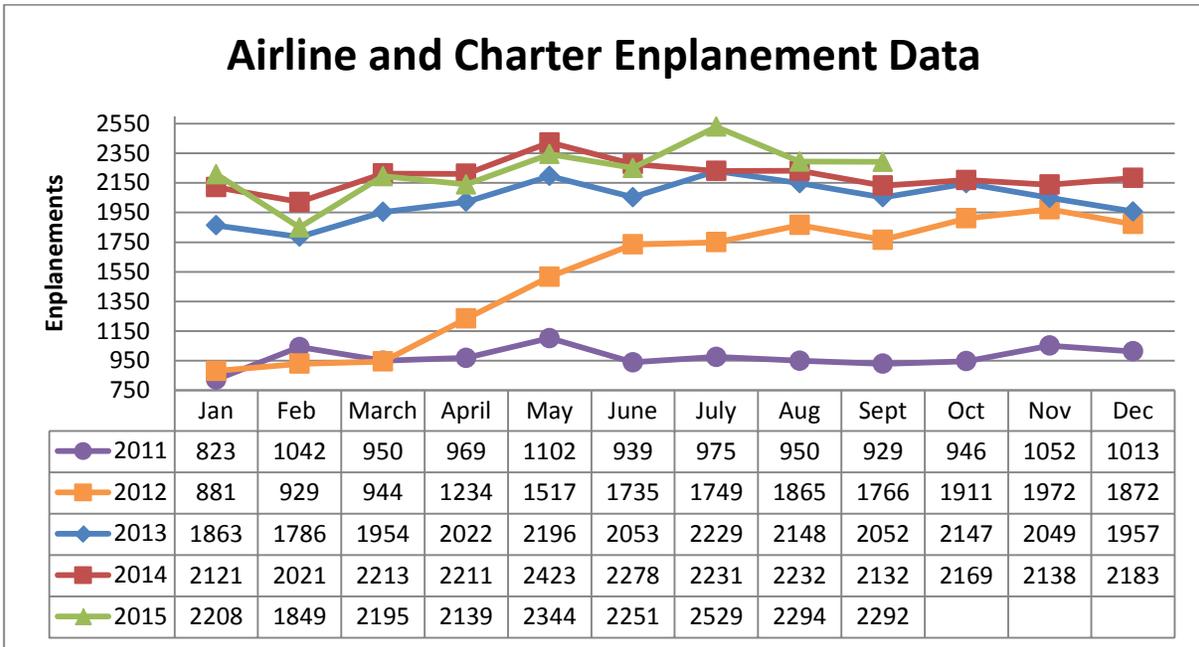
Staff Reports

**GARDEN CITY REGIONAL AIRPORT
SEPTEMBER REPORTS**

Airline Enplanement Comparison

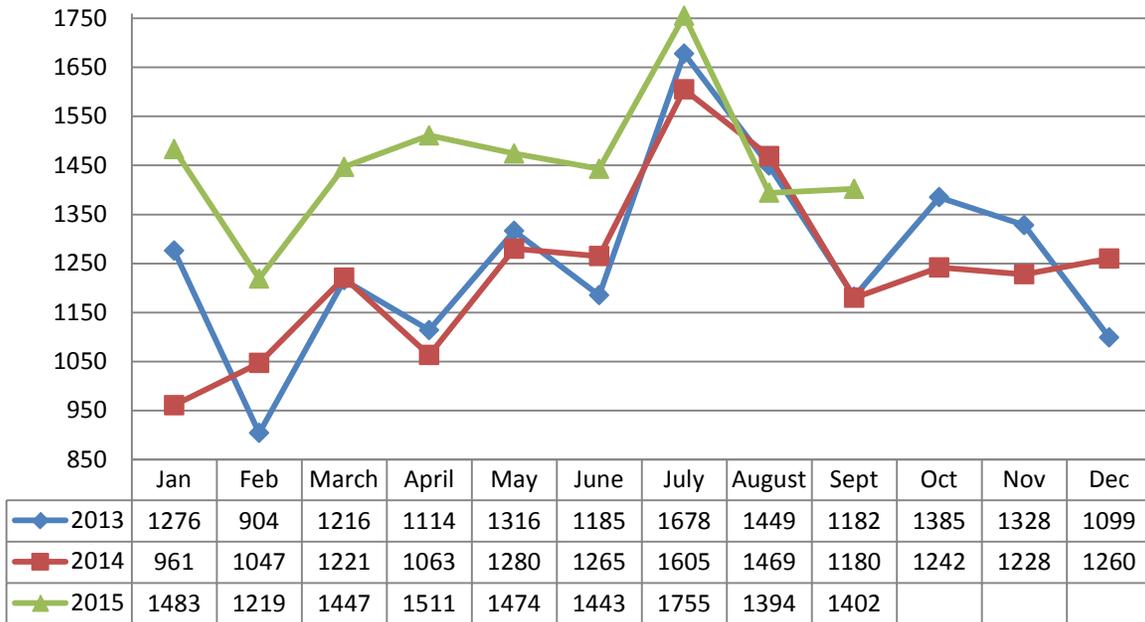


Airline and Charter Enplanement Data

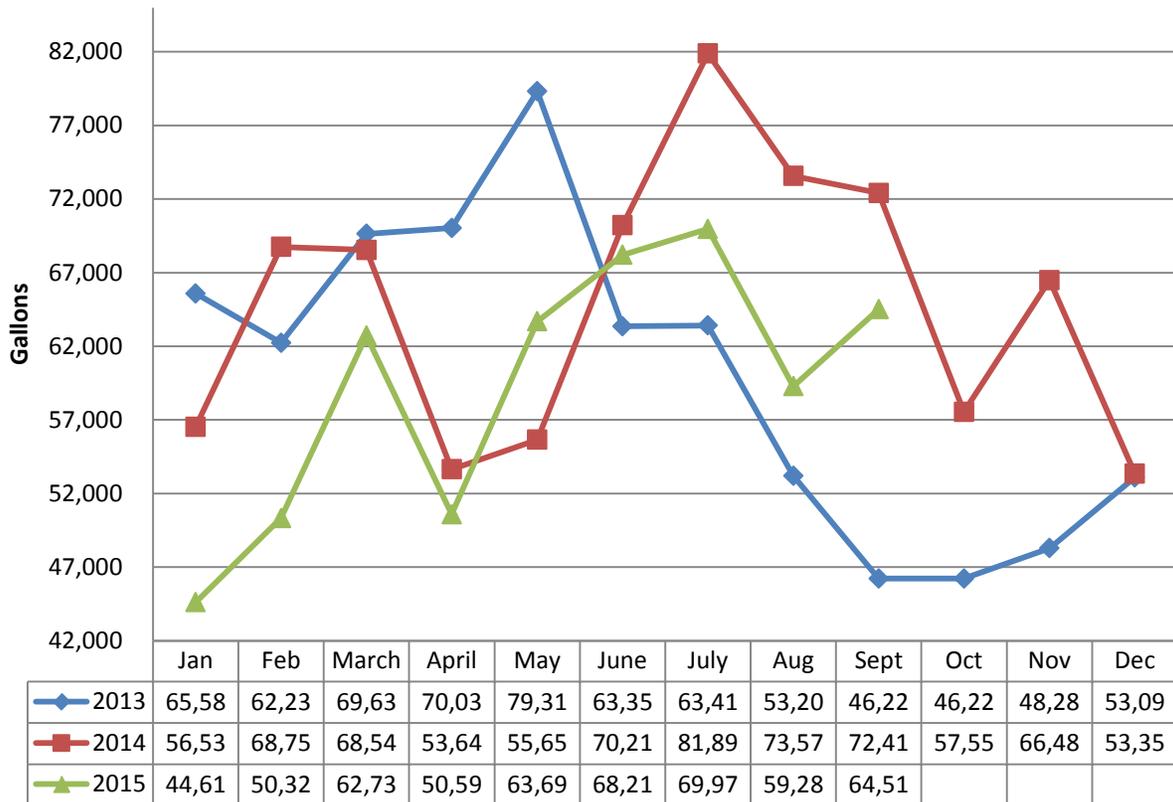


	2011	2012	2013	2014	2015
TOTAL	11,690	18,375	24,456	26,428	20,101

Monthly Operations Comparison

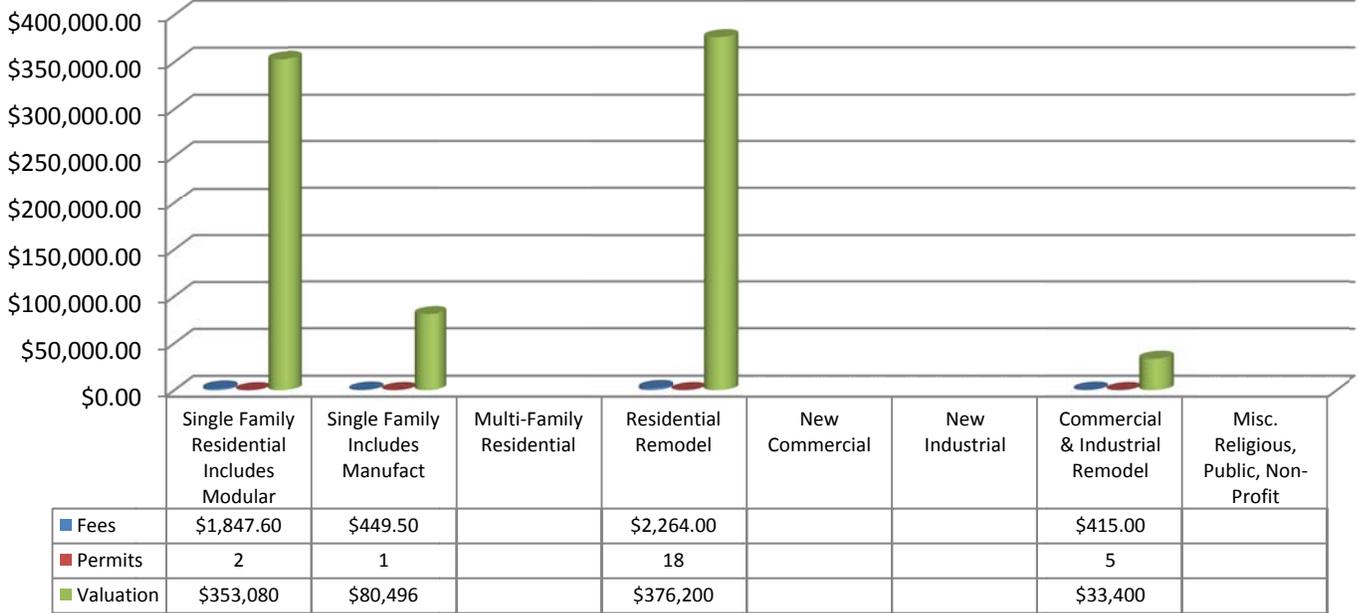


Fuel Sale Comparison



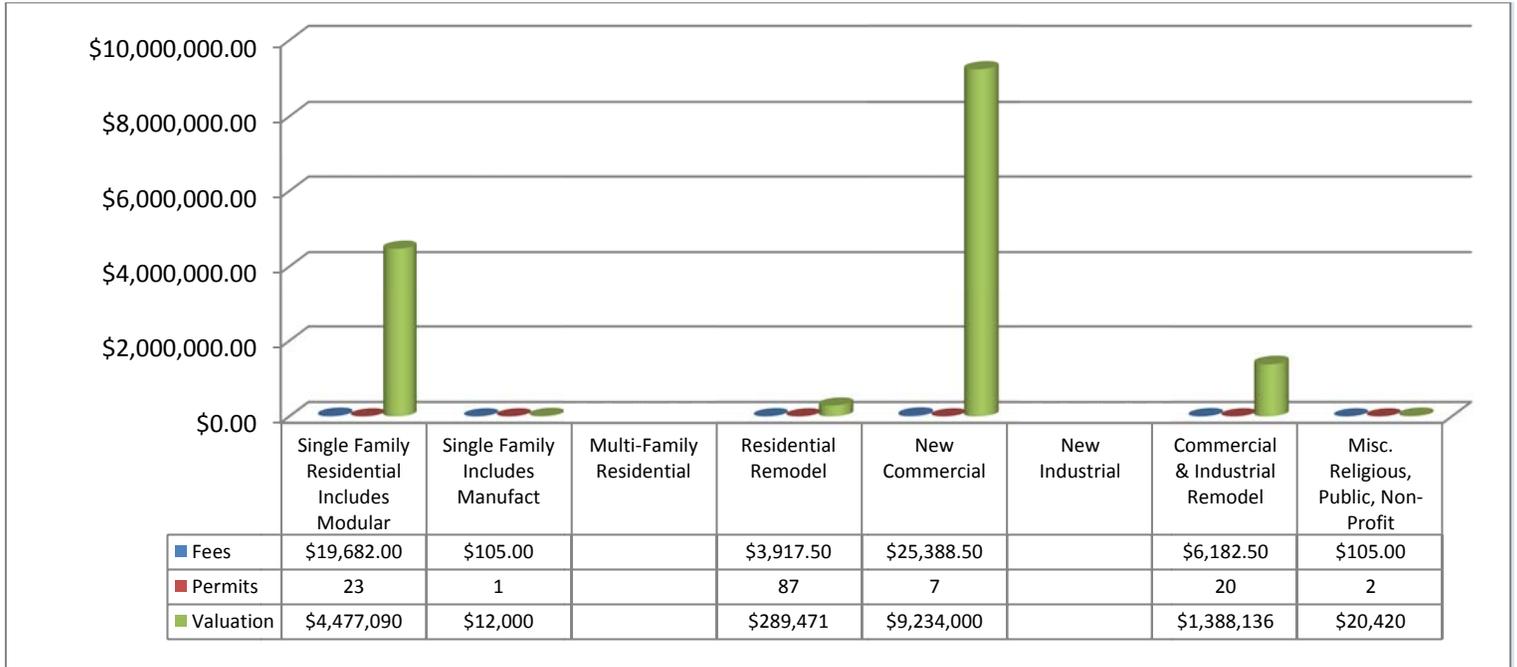
Planning & Community Development Building Report SEPTEMBER 2015





Council District	Permit Type	Address	Amount	Value	Purpose	Structure	Project Description
Finney County	BUILDING PERMIT	204 North HOPE	143	25000	Building	Commercial/Industrial Remodel	ADD ANTENNAS & RELATED EQUIPMENT
Finney County	BUILDING PERMIT	2810 East HWY 50	143	6500	Building	Commercial/Industrial Remodel	FUEL TANK PIERS
Finney County	ELECTRICAL	715 North VFW	42	650	Electrical	Commercial/Industrial Remodel	100 AMP ELECTRICAL SERVICE FOR WATER WELL
Finney County	GAS	2413 West JONES	45	1000	Gas Permit	Commercial/Industrial Remodel	SEPERATE GAS SERVICE TO TWO SUITES
Finney County	GAS	10165 West RIVER	42	250	Gas Permit	Commercial/Industrial Remodel	NEW GAS LINE FROM OUTSIDE REGULATOR TO BOILER ONLY
Finney County	BUILDING PERMIT	6310 OLD POST	1275	300000	Building	Residential Remodel	LIVING ROOM, KITCHEN, GARAGE, MASTER BATH ADDITION
Finney County	BUILDING PERMIT	204 GRANDVIEW	69	6000	Building	Residential Remodel	6' WROUGHT IRON FENCE
Finney County	BUILDING PERMIT	201 CHELSEY	239	40000	Building	Residential Remodel	20' X 44' IN GROUND POOL - Must be completely enclosed by a fence with self closing and latching devices.
Finney County	BUILDING PERMIT	7760 East PARALLEL	55	2800	Building	Residential Remodel	NEW 12X16 SHED
Finney County	BUILDING PERMIT	2601 West MARY #114	82	4200	Building	Residential Remodel	DECK W/ WHEEL CHAIR RAMP
Finney County	BUILDING PERMIT	950 TOWNS	42	1200	Building	Residential Remodel	18.3X48 DRIVEWAY EXTENSION & 4' WIDE SIDEWALK AROUND HOUSE
Finney County	BUILDING PERMIT	3997 West JONES AVE	42	0	Building	Residential Remodel	R/R 13 SQ. COMP SHINGLES
Finney County	BUILDING PERMIT	1160 North FARMLAND	42	3000	Building	Residential Remodel	INSTALL CONCRETE FLOOR IN GARAGE, CONCRETE PATIO SLAB & SIDEWALK AROUND GARAGE
Finney County	BUILDING PERMIT	4770 SCHULMAN	131	15000	Building	Residential Remodel	REMODEL MASTER BATHROOM
Finney County	ELECTRICAL	270 KAREN	29	700	Electrical	Residential Remodel	UPGRADE ELECTRICAL SERVICE FROM 100 AMP TO 200 AMP

Finney County	ELECTRICAL	4170 East HWY 50 #310	29	0	Electrical	Residential Remodel	INSTALL NEW SERVICE TO MOBILE HOME
Finney County	ELECTRICAL	1100 RIDGE	29	275	Electrical	Residential Remodel	CHECK ELECTRICAL WIRING DUE TO POSSIBLE FIRE DAMAGE
Finney County	ELECTRICAL	520 North VFW	29	175	Electrical	Residential Remodel	CHECK EXISTING SERVICE AND INSTALL 120V GFI RECEPTACLES
Finney County	GAS	1020 RIDGE	42	500	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Finney County	GAS	270 KAREN	29	0	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Finney County	GAS	6087 WATER HOLE	29	200	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Finney County	MECHANICAL	108 East AVE B	42	1300	Mechanical	Residential Remodel	INSTALL 75K 80% FURNACE
Finney County	PLUMBING	1839 KENSINGTON	29	850	Plumbing	Residential Remodel	INSTALL 50 GALLON WATER HEATER
Finney County	BUILDING PERMIT	4170 East HWY 50 #310	449.5	80496	Building	SF Manufactured (HUD Standards)	INSTALL AN 18X86 1986 OAK MOBILE HOME
Finney County	BUILDING PERMIT	990 TOWNS	879.6	163080	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOME-Front building setback is 60' from road center
Finney County	BUILDING PERMIT	1915 East TV	968	190000	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOME



Council District	Permit Type	Address	Amount	Value	Purpose	Structure	Project Description
Garden City	BUILDING PERMIT	405 South MAIN	32	0	Building	Commercial/Industrial Remodel	NEW PARKING LOT
Garden City	BUILDING PERMIT	1301 East FULTON Street	64	1000	Building	Commercial/Industrial Remodel	REMOVE AND REPLACE DAMAGED SHEETROCK
Garden City	BUILDING PERMIT	1211 BUFFALO JONES	5013.5	1332634	Building	Commercial/Industrial Remodel	INTERIOR REMODEL W/ MINOR EXTERIOR UPDATES
Garden City	BUILDING PERMIT	107 West KANSAS	130	12000	Building	Commercial/Industrial Remodel	ADDING THREE (3) ANTENNA AND OTHER TOWER RELATED EQUIPMENT TO EXISTING FACILITY
Garden City	BUILDING PERMIT	107 West KANSAS	130	12000	Building	Commercial/Industrial Remodel	ADDING THREE (3) ANTENNA AND OTHER TOWER RELATED EQUIPMENT TO EXISTING FACILITY
Garden City	CURB CUT	1620 East FULTON	30	0	Curb Cut	Commercial/Industrial Remodel	NEW COMMERCIAL BUILDING
Garden City	ELECTRICAL	2214 South AIR SERVICE Road	0	850	Electrical	Commercial/Industrial Remodel	INSTALL TEMP SERVICE FOR OFFICE TRAILER
Garden City	ELECTRICAL	3013 West OLLER	0	1000	Electrical	Commercial/Industrial Remodel	INSTALL SERVICE FOR WELL & TRUCK PARKING
Garden City	EXCAVATION	1620 East FULTON	30	0	Excavation	Commercial/Industrial Remodel	CUT STREET FOR SEWER LINE
Garden City	EXCAVATION	330 South HWY 83	30	0	Excavation	Commercial/Industrial Remodel	EXCAVATION WORK - East side of US 83 between the BNSF Railroad and the Arkansas River
Garden City	GAS	909 East FULTON	32	950	Gas Permit	Commercial/Industrial Remodel	REPAIR GAS LINE
Garden City	MECHANICAL	106 North SIXTH	62	5750	Mechanical	Commercial/Industrial Remodel	REPLACE FURANCE & EVAPORATOR COIL

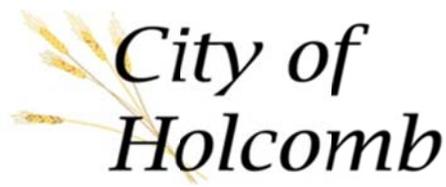
Garden City	MECHANICAL	406 East KANSAS	62	4312	Mechanical	Commercial/Industrial Remodel	INSTALL MAKE UP AIR FOR KITCHEN-414910
Garden City	MECHANICAL	1212 BUFFALO JONES	130	16940	Mechanical	Commercial/Industrial Remodel	INSTALL EXHAUST FAN & HOOD-414911
Garden City	PLUMBING	121 GRANT	32	700	Plumbing	Commercial/Industrial Remodel	INSTALL 40 GALLON NG WATER HEATER
Garden City	SIGN PERMIT	102 North ELEVENTH	35	0	Temporary Sign	Commercial/Industrial Remodel	TEMP BANNER SIGN- ROBINSON DISCOUNT FURNITURE
Garden City	SIGN PERMIT	601 East KANSAS	110	0	Temporary Sign	Commercial/Industrial Remodel	1- 35"X100" TEMP BANNER SIGN & 1-7'.10" X 5' PERMANENT BANNER FRAME. 10x5 banner sign needs to be permanently affixed with a frame or eyelets.
Garden City	SIGN PERMIT	107 GRANT Avenue	35	0	Ground Sign	Commercial/Industrial Remodel	TEMPORARY 41" X 21" A-FRAME FOLDING SIDEWALK SIGN
Garden City	SIGN PERMIT	2424 North TAYLOR Avenue	75	0	Pole Sign	Commercial/Industrial Remodel	NEW 160X244 BUILDING & 22X35 BUILDING W/ 6 FUEL PUMP ISLANDS & 46X112 CANOPY-WAL-MART NEIGHBORHOOD MARKET & FUEL STATION
Garden City	SIGN PERMIT	1530 LAREU-STE A Road	150	0	Wall Sign	Commercial/Industrial Remodel	TWO (2) 3'8" X 12' CHANNEL SIGNS - UNITED WIRELESS
Garden City	MECHANICAL	1412 North MAIN	105	20420	Mechanical	Misc	REPLACE ROOF TOP UNIT-415040
Garden City	SIGN PERMIT	312 FINNUP	0	0	Temporary Sign	Misc	TEMP BANNER SIGN-BOO AT THE ZOO
Garden City	BUILDING PERMIT	2051 East MARY	2864	0	Building	New Commercial	CONSTRUCTION OF SHELL BUILDING ONLY - FRESENIUS MEDICAL CARE (Amended from original permit which included both tenant finishes as well. Those have been issued on separate permits. Orginal cost was \$6,760, cost for shell building only is \$4,222.)
Garden City	BUILDING PERMIT	330 South HWY 83	8235	2400000	Building	New Commercial	FOUNDATION WORK ONLY - USDA Dairy Dryer Process Plant
Garden City	BUILDING PERMIT	2051 East MARY	0	404000	Building	New Commercial	CONSTRUCTION OF SHELL BUILDING ONLY - FRESENIUS MEDICAL CARE (Amended from original permit which included both tenant finishes as well. Those have been issued on separate permits. Orginal cost was \$6,760, cost for shell building only is \$4,222.)
Garden City	BUILDING PERMIT	3285 East HWY 50	12385	5000000	Building	New Commercial	NEW COMMERCIAL BUILDING & FUEL STATION
Garden City	BUILDING PERMIT	2051 East MARY	0	1030000	Building	New Commercial	CONSTRUCTION OF SHELL BUILDING ONLY - FRESENIUS MEDICAL CARE (Amended from original permit which included both tenant finishes as well. Those have been issued on separate permits. Orginal cost was \$6,760, cost for shell building only is \$4,222.)
Garden City	BUILDING PERMIT	412 North SEVENTH	1874.5	400000	Building	New Commercial	NEW BUILDING ADDITION-GARNAND FUNERAL HOME CREMATORIUM
Garden City	DEMO PERMIT	3285 East HWY 50	30	0	Demo	New Commercial	NEW COMMERCIAL BUILDING & FUEL STATION
Garden City	BUILDING PERMIT	2010 ANTELOPE	56	6000	Building	Residential Remodel	INSTALL 6FT WOOD FENCE
Garden City	BUILDING PERMIT	1708 BLUFF	105	7000	Building	Residential Remodel	REMOVE AND REPLACE ROOF (COMP-23)
Garden City	BUILDING PERMIT	901 LYLE	56	4200	Building	Residential Remodel	REMOVE AND REPLACE ROOF (COMP - 35 SQUARES)
Garden City	BUILDING PERMIT	1610 VAN DITTIE	56	4000	Building	Residential Remodel	10X20 STORAGE BUILDING
Garden City	BUILDING PERMIT	702 ST JOHN	105	6700	Building	Residential Remodel	ADD DRIVEWAY AND SIDEWALKS AND REPAIR PORCH
Garden City	BUILDING PERMIT	1714 PARKWOOD	56	5500	Building	Residential Remodel	BATHROOM REMODEL
Garden City	BUILDING PERMIT	1307 North SEVENTH	105	10000	Building	Residential Remodel	6FT/9FT CEDAR WOOD FENCE

Garden City	BUILDING PERMIT	609 CONKLING	29	100	Building	Residential Remodel	6' WOOD FENCE
Garden City	BUILDING PERMIT	1623 SUMMIT	105	12000	Building	Residential Remodel	KITCHEN ADDITION AND NEW PORCH
Garden City	BUILDING PERMIT	162 SHAMROCK	29	1000	Building	Residential Remodel	8' x 10' STORAGE SHED
Garden City	BUILDING PERMIT	2509 LEE	29	350	Building	Residential Remodel	INSTALL 10 X 22 CONCRETE PATIO SLAB
Garden City	BUILDING PERMIT	605 PENNSYLVANIA	56	3600	Building	Residential Remodel	REPLACING WOOD PORCH
Garden City	BUILDING PERMIT	2711 ROWLAND	56	5600	Building	Residential Remodel	6' WOOD FENCE
Garden City	BUILDING PERMIT	1715 CENTER	56	5600	Building	Residential Remodel	REPLACEMENT WINDOWS
Garden City	BUILDING PERMIT	2124 COMMANCHE	56	3700	Building	Residential Remodel	R/R 17 SQ. COMP SHINGLES
Garden City	BUILDING PERMIT	811 North SEVENTH	105	20000	Building	Residential Remodel	DRYWALL & ELECTRICAL REPAIRS HOUSE & GARAGE, REPLACE DRIVEWAY
Garden City	BUILDING PERMIT	1203 CIRCLE	29	1000	Building	Residential Remodel	14X16 STORAGE SHED
Garden City	BUILDING PERMIT	1813 PAWNEE	29	1430	Building	Residential Remodel	8X35 CONCRETE PATIO
Garden City	BUILDING PERMIT	407 LAURA	29	600	Building	Residential Remodel	STUCCO HOUSE
Garden City	BUILDING PERMIT	1507 MIKE'S	29	800	Building	Residential Remodel	REPAIR FENCE & ADD 11X30 CONCRETE SLAB
Garden City	BUILDING PERMIT	1201 North TENTH	14.5	500	Building	Residential Remodel	12X12 WOOD SHED
Garden City	BUILDING PERMIT	1414 North THIRD	29	300	Building	Residential Remodel	REPAIR RAFTERS AND REPLACE ROOFING ON LEAN TO
Garden City	BUILDING PERMIT	2402 YOSEMITE	29	3000	Building	Residential Remodel	EXTEND DRIVEWAY FOR TRAILER
Garden City	BUILDING PERMIT	608 CONKLING	29	800	Building	Residential Remodel	INSTALL 40 GALLON NATURAL GAS WATER HEATER
Garden City	BUILDING PERMIT	1707 West KANSAS	29	700	Building	Residential Remodel	REMOVE AND REPLACE SECTION OF DRIVEWAY (ROUGHLY 350 SQ. FT)
Garden City	BUILDING PERMIT	1222 West KANSAS	29	2500	Building	Residential Remodel	6' WOOD FENCE
Garden City	BUILDING PERMIT	1608 JULIE	56	3500	Building	Residential Remodel	EXTEND DRIVEWAY AND ADD PORCH
Garden City	BUILDING PERMIT	2610 CARRIAGE	105	6800	Building	Residential Remodel	NEW SIDE WALK & PATIO REDO
Garden City	BUILDING PERMIT	2409 ESTES	105	13000	Building	Residential Remodel	6 FT CEDAR FENCE
Garden City	BUILDING PERMIT	408 MAGNOLIA	56	5200	Building	Residential Remodel	ADDITION FOR BEDROOM AND PORCH AT BACK OF HOUSE WITH COVER
Garden City	BUILDING PERMIT	712 IDA	29	1200	Building	Residential Remodel	16' X 16' DECK
Garden City	BUILDING PERMIT	703 IDA	56	4000	Building	Residential Remodel	R/R 25 SQ. COMP SHINGLES
Garden City	BUILDING PERMIT	1001 THERON	56	5000	Building	Residential Remodel	BATHROOM REMODEL
Garden City	BUILDING PERMIT	2602 SCHULMAN	29	1200	Building	Residential Remodel	REPLACE ROOF ON GARAGE
Garden City	BUILDING PERMIT	2108 PAWNEE	29	1500	Building	Residential Remodel	10 X 16 STICK BUILT SHED WITH CONCRETE PAD (10'8" X 16'8" X 4")
Garden City	BUILDING PERMIT	616 North SECOND	29	2600	Building	Residential Remodel	TEAR OFF AND REPLACE 1 LAYER OF ASPHALT SHINGLES (15 SQUARES)
Garden City	BUILDING PERMIT	1002 DAVIS	56	6000	Building	Residential Remodel	R/R REPLACE DRIVEWAY & INSTALL 6X36 PORCH SLAB
Garden City	BUILDING PERMIT	2070 MILFORD	105	14000	Building	Residential Remodel	NEW SIDING
Garden City	BUILDING PERMIT	1501 East CHESTNUT #4	29	800	Building	Residential Remodel	REPAIR SIDEWALK & STEPS AND BATHROOM FLOOR

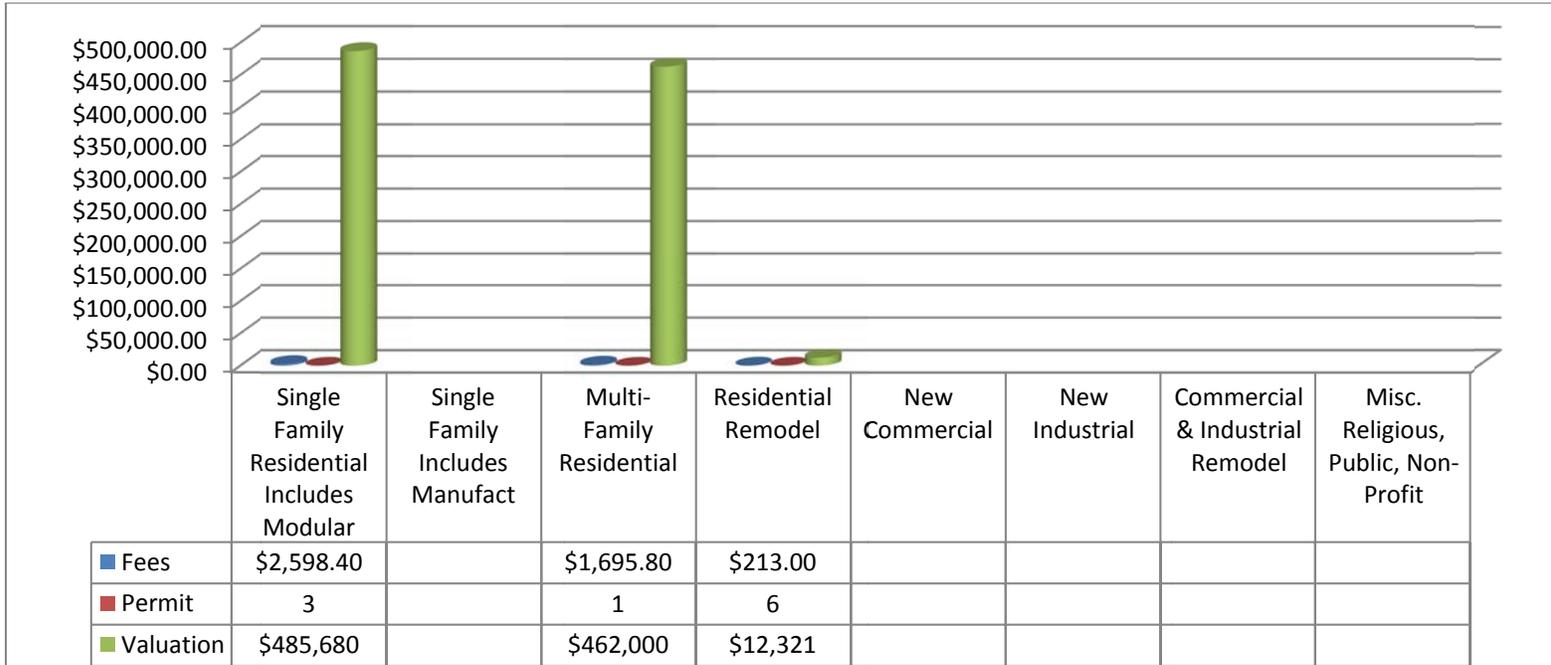
Garden City	BUILDING PERMIT	202 South SEVENTH	56	4000	Building	Residential Remodel	6' WOOD FENCE
Garden City	BUILDING PERMIT	415 MAGNOLIA	29	1200	Building	Residential Remodel	6' WOOD FENCE REPLACEMENT
Garden City	CURB CUT	1512 East SPRUCE	0	0	Curb Cut	Residential Remodel	R/R DRIVEWAY, APPROACH & SIDEWALK
Garden City	CURB CUT	617 North NINTH	0	0	Curb Cut	Residential Remodel	R/R SIDEWALK, PARTIAL DRIVEWAY, APPROACH AND CURB & GUTTER
Garden City	CURB CUT	1301 MELANIE	30	0	Curb Cut	Residential Remodel	REPLACE CITY CURB/GUTER
Garden City	DEMO PERMIT	801 East CEDAR	30	0	Demo	Residential Remodel	DEMOLISH HOUSE AND GARAGE
Garden City	ELECTRICAL	1706 North NINTH	29	750	Electrical	Residential Remodel	REPLACE PANEL AND UPGRADE SERVICE TO CODE
Garden City	ELECTRICAL	1009 THIRD	29	500	Electrical	Residential Remodel	ADD MAIN DISCONNECT OT HOME AND MOVE METER. RUN NEW POWER TO A/C
Garden City	ELECTRICAL	1110 East CHESTNUT	29	1000	Electrical	Residential Remodel	UPGRADE TO 200 AMP SERVICE
Garden City	ELECTRICAL	701 EVANS	29	500	Electrical	Residential Remodel	REPLACE METER SOCKET AND RISER
Garden City	ELECTRICAL	1507 HATTIE	29	800	Electrical	Residential Remodel	UPGRADE ELECTRICAL SERVICE FROM 60 AMP TO 100 AMP
Garden City	ELECTRICAL	270 KAREN	29	750	Electrical	Residential Remodel	INSTALL UNDERGROUND SERVICE TO MOBILE HOME
Garden City	ELECTRICAL	1515 HATTIE	29	2500	Electrical	Residential Remodel	UPGRADE SERVICE TO 100 AMP, 30 AMP SERVICE TO A/C UNIT
Garden City	ELECTRICAL	2105 A	29	1500	Electrical	Residential Remodel	REPLACE EXISTING PANEL WITH 100 AMP SERVICE
Garden City	EXCAVATION	1010 DAVIS	30	0	Excavation	Residential Remodel	REPAIR SANITY SEWER
Garden City	EXCAVATION	622 North TENTH	30	0	Excavation	Residential Remodel	REMODEL - Needs two additional parking spaces and property is eligible for the Neighborhood Revitalization Program
Garden City	GAS	613 North NINTH	0	400	Gas Permit	Residential Remodel	GAS PRESSURE TEST - Paid for with credit from cancelled permit G15-000071
Garden City	GAS	211 WASHINGTON #4	29	500	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Garden City	GAS	4101 East HWY 50 #88	29	185	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Garden City	GAS	1040 RIDGE	29	500	Gas Permit	Residential Remodel	GAS PRESSURE TEST
Garden City	MECHANICAL	2710 CHAINEY #1	29	2300	Mechanical	Residential Remodel	R/R HEATER
Garden City	MECHANICAL	1711 KELLO	29	2500	Mechanical	Residential Remodel	INSTALL NEW A/C AND COIL
Garden City	MECHANICAL	2823 ELDORADO	56	3950	Mechanical	Residential Remodel	REPLACE FURNACE AND EVAPORATOR COIL FLAG#415646
Garden City	MECHANICAL	403 SANTA FE	118	7240	Mechanical	Residential Remodel	REPLACE FURNACE & AIR CONDITIONER-415442
Garden City	MECHANICAL	203 South TENTH	105	9000	Mechanical	Residential Remodel	INSTALL A TRANE FURNACE AND CONDENSER
Garden City	MECHANICAL	403 North THIRD	29	2150	Mechanical	Residential Remodel	REPLACE AIR CONDITIONER-415367
Garden City	MECHANICAL	315 North ELEVENTH	29	2500	Mechanical	Residential Remodel	C/O 2.5 TON A/C

Garden City	MECHANICAL	305 NELSON	29	2700	Mechanical	Residential Remodel	REPLACE AIR CONDITIONER
Garden City	MECHANICAL	1707 PHEASANT	56	3475	Mechanical	Residential Remodel	REPLACE FURNACE
Garden City	MECHANICAL	611 JENNY	29	1500	Mechanical	Residential Remodel	CHANGE OUT 2 1/2 TON A/C
Garden City	MECHANICAL	2121 ANTLER RIDGE	29	2000	Mechanical	Residential Remodel	INSTALL GAS LOG SET - FLAG #414784
Garden City	MECHANICAL	501 North NINTH	200	35000	Mechanical	Residential Remodel	REPLACE HOT WATER BOILER (FLAG #414898), INSTALL AIR CONDITIONER AND DUCTWORK FOR FIRST FLOOR (FLAG #414909) AND INSTALL HEAT PUMP FOR THIRD FLOOR (FLAG #414908)
Garden City	MECHANICAL	610 North SECOND	56	4900	Mechanical	Residential Remodel	REPLACE EXISTING FURNACE AND A/C UNIT.
Garden City	MECHANICAL	1612 North TAYLOR PLZ APT 4	29	1000	Mechanical	Residential Remodel	C/O 2 TON CONDENSER
Garden City	MECHANICAL	903 West PROSPECT	105	6405	Mechanical	Residential Remodel	REPLACE FURNACE & AIR CONDITIONER-414690
Garden City	MECHANICAL	1103 SUMMIT	29	2736	Mechanical	Residential Remodel	REPLACE AIR CONDITIONER-414655
Garden City	PLUMBING	2102 SUNFLOWER	29	800	Plumbing	Residential Remodel	REPLACE 40 GALLON WATER HEATER
Garden City	PLUMBING	1707 BELMONT	29	2500	Plumbing	Residential Remodel	INSTALL LAWN SPRINKLER SYSTEM
Garden City	PLUMBING	1010 DAVIS	29	1000	Plumbing	Residential Remodel	REPAIR SANITY SEWER
Garden City	PLUMBING	1709 BELMONT	29	1500	Plumbing	Residential Remodel	INSTALL LAWN SPRINKLER SYSTEM- A licensed plumber must do the tie-in to the City water main.
Garden City	PLUMBING	1606 YORK	29	500	Plumbing	Residential Remodel	REPLACE WATER SERVICE LINE FROM METER TO HOUSE
Garden City	PLUMBING	309 SANTA FE	42	400	Plumbing	Residential Remodel	R/R 40 GALLON WATER HEATER
Garden City	PLUMBING	1809 PAWNEE	29	850	Plumbing	Residential Remodel	INSTALL NEW 40 GALLON NG WATER HEATER
Garden City	PLUMBING	908 North TAYLOR	29	2000	Plumbing	Residential Remodel	REPLACE BROKEN WATER LINE
Garden City	PLUMBING	1707 CENTER	29	900	Plumbing	Residential Remodel	40 GALLON WATER HEATER REPLACEMENT
Garden City	PLUMBING	608 CONKLING	29	800	Plumbing	Residential Remodel	INSTALL 40 GALLON WATER HEATER
Garden City	PLUMBING	309 East WALNUT	29	800	Plumbing	Residential Remodel	INSTALL NEW 40 GALLON NATURAL GAS WATER HEATER
Garden City	PLUMBING	1604 West CAMPBELL	29	1200	Plumbing	Residential Remodel	INSTALL UNDERGROUND SPRINKLER SYSTEM
Garden City	BUILDING PERMIT	950 North JENNIE BARKER #77	105	12000	Building	SF Manufactured (HUD Standards)	SET, ANCHOR, HOOK UP UTILITIES FOR NEW MOBILE HOME
Garden City	BUILDING PERMIT	3633 AMY Street	889	204555	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOUSE W/ UNFINISHED BASEMENT
Garden City	BUILDING PERMIT	3501 AMY Street	889	204555	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOME W/ UNFINISHED BASEMENT
Garden City	BUILDING PERMIT	2310 IDLEWILD	600	120000	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOME
Garden City	BUILDING PERMIT	2330 IDLEWILD	671.4	141000	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOME
Garden City	BUILDING PERMIT	2320 IDLEWILD Way	688.4	146000	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOME

Garden City	BUILDING PERMIT	2340 IDLEWILD Way	708.8	152000	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOME
Garden City	BUILDING PERMIT	3609 AMY Street	889	204555	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOUSE W/ UNFINISHED BASEMENT
Garden City	BUILDING PERMIT	3505 AMY Street	923	214125	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOUSE W/ UNFINISHED BASEMENT
Garden City	BUILDING PERMIT	3605 AMY Street	923	214125	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOUSE W/ UNFINISHED BASEMENT
Garden City	BUILDING PERMIT	3613 AMY Street	923	214125	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOUSE W/ UNFINISHED BASEMENT
Garden City	BUILDING PERMIT	3617 AMY Street	923	214125	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOUSE W/ UNFINISHED BASEMENT
Garden City	BUILDING PERMIT	3621 AMY Street	889	204555	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOUSE W/ UNFINISHED BASEMENT
Garden City	BUILDING PERMIT	3625 AMY Street	889	204555	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOUSE W/ UNFINISHED BASEMENT
Garden City	BUILDING PERMIT	3629 AMY Street	923	214125	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOUSE W/ UNFINISHED BASEMENT
Garden City	BUILDING PERMIT	3613 COLE Circle	889	204555	Building	SF Residential Includes Modular	NEW SINGLE FAMILY W/ UNFINISHED BASEMENT
Garden City	BUILDING PERMIT	3617 COLE Circle	923	214125	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOUSE W/ UNFINISHED BASEMENT
Garden City	BUILDING PERMIT	3621 COLE Circle	889	204555	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOUSE W/ UNFINISHED BASEMENT
Garden City	BUILDING PERMIT	3622 AMY Street	923	214125	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOUSE W/ UNFINISHED BASEMENT
Garden City	BUILDING PERMIT	3610 AMY	889	204555	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOUSE W/ UNFINISHED BASEMENT
Garden City	BUILDING PERMIT	3614 AMY Street	923	214125	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOUSE W/ UNFINISHED BASEMENT
Garden City	BUILDING PERMIT	3618 AMY	923	214125	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOUSE W/ UNFINISHED BASEMENT
Garden City	BUILDING PERMIT	3609 COLE Circle	923	214125	Building	SF Residential Includes Modular	NEW SINGLE FAMILY W/ UNFINISHED BASEMENT
Garden City	BUILDING PERMIT	4011 CYPRESS	671.4	140400	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOUSE



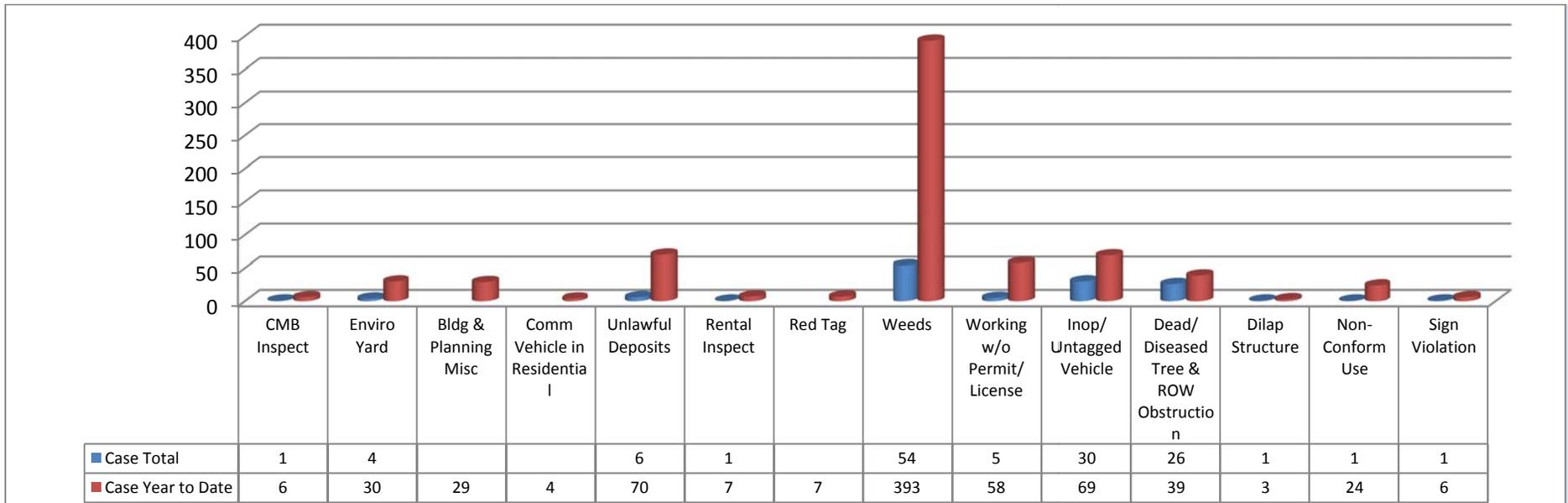
City of Holcomb



Council District	Permit Type	Address	Amount	Value	Purpose	Structure	Project Description
Holcomb	BUILDING PERMIT	401 EMMANUEL #7, 8 & 9	1695.8	462000	Building	Multi-Family	NEW APARTMENT BUILDING - Verify handicap parking spots during inspections.
Holcomb	BUILDING PERMIT	205 SYDNEE	42	700	Building	Residential Remodel	6' WOOD FENCE
Holcomb	BUILDING PERMIT	204 OLDWEILER	42	1500	Building	Residential Remodel	6' WOOD FENCE
Holcomb	BUILDING PERMIT	106 COLTON	29	1200	Building	Residential Remodel	CAP EXISTING PATIO
Holcomb	BUILDING PERMIT	106 OLDWEILER	29	3000	Building	Residential Remodel	8' WOOD FENCE AND 12 X 35 CONCRETE SLAB
Holcomb	BUILDING PERMIT	106 OLDWEILER	29	3000	Building	Residential Remodel	8' WOOD FENCE AND 12 X 35 CONCRETE SLAB
Holcomb	MECHANICAL	201 JEREMY	42	2921	Mechanical	Residential Remodel	R/R AIR CONDITIONER-415532
Holcomb	BUILDING PERMIT	105 South MAIN Street	818.4	145680	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOUSE W/ UNFINISHED BASEMENT
Holcomb	BUILDING PERMIT	103 SHALYN	978.6	199000	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOME - Must be set back 25' from property line.
Holcomb	BUILDING PERMIT	103 North MAIN	801.4	141000	Building	SF Residential Includes Modular	NEW SINGLE FAMILY HOME



SEPTEMBER 2015 CODE COMPLIANCE REPORT



Jurisdiction	File#	Address	Category	Description	Open Date	Close Date
Garden City	15-002306	416 MAGNOLIA	Weeds	WEEDS	9/1/2015	
Garden City	15-002309	414 DAVIS	Work w/o Permit	WORK W/O PERMIT (SIDING, FASCIA, REPLACING WINDOWS)	9/1/2015	
Garden City	15-002314	2710 CHAINEY #1	Rental Inspection	RENTAL INSPECTION- WATER LEAKING INTO BASEMENT, ELECTRICAL OUTLETS NOT WORKING & FAULTY FLOOR	9/2/2015	
Garden City	15-002310	1830 COMMANCHE	Weeds	Weeds	9/2/2015	
Garden City	15-002317	1608 NEIL	Weeds	Weeds	9/2/2015	

Garden City	15-002318	1606 NEIL	Weeds	Weeds	9/2/2015	
Garden City	15-002319	1605 BENTON	Weeds	Weeds	9/2/2015	9/3/2015
Garden City	15-002320	1605 BENTON	Weeds	Weeds	9/2/2015	9/16/2015
Garden City	15-002321	1609 BENTON	Weeds	Weeds	9/2/2015	
Garden City	15-002332	1605 BENTON	Weeds	weeds	9/3/2015	
Garden City	15-002335	1503 ST JOHN	Weeds	Weeds	9/4/2015	
Garden City	15-002348	2003 SIOUX	Weeds	Weeds	9/8/2015	9/22/2015
Garden City	15-002352	1206 PINECREST	Weeds	Weeds	9/8/2015	9/22/2015
Garden City	15-002355	505 PENNSYLVANIA	Weeds	Weeds	9/8/2015	9/8/2015
Garden City	15-002356	608 PENNSYLVANIA	Weeds	Weeds	9/8/2015	9/22/2015
Garden City	15-002358	1214 West KANSAS	Weeds	Weeds	9/8/2015	9/21/2015
Garden City	15-002359	1202 West KANSAS	Weeds	Weeds	9/8/2015	
Garden City	15-002360	1113 SAFFORD	Weeds	Weeds	9/8/2015	9/21/2015
Garden City	15-002362	1111 SAFFORD	Weeds	Weeds	9/8/2015	9/21/2015
Garden City	15-002365	1214 West KANSAS	Weeds	WEEDS	9/8/2015	10/12/2015
Garden City	15-002369	505 PENNSYLVANIA	Weeds	WEEDS	9/8/2015	9/22/2015
Garden City	15-002398	1208 ST JOHN	Weeds	Weeds	9/11/2015	
Garden City	15-002395	707 SAFFORD	Weeds	Weeds	9/11/2015	10/12/2015
Garden City	15-002396	806 PEARL	Weeds	Weeds	9/11/2015	
Garden City	15-002403	410 DAVIS	Work w/o Permit	WORKING W/O A PERMIT	9/14/2015	
Garden City	15-002426	302 EVANS	Unlawful Deposits	Unlawful deposit	9/16/2015	
Garden City	15-002416	613 North TWELFTH	Weeds	Weeds	9/16/2015	10/6/2015
Garden City	15-002422	118 W. KANSAS	Weeds	Weeds	9/16/2015	
Garden City	15-002429	807 East HAMLIN	Weeds	Weeds	9/16/2015	10/9/2015
Garden City	15-002430	807 East HAMLIN	Weeds	Weeds	9/16/2015	9/25/2015
Garden City	15-002431	2014 BELMONT	Weeds	Weeds	9/16/2015	
Garden City	15-002432	2005 BISON	Weeds	Weeds	9/16/2015	
Garden City	15-002433	2007 FLEMING	Weeds	Weeds	9/16/2015	
Garden City	15-002438	504 West SANTA FE	Weeds	Weeds	9/16/2015	
Garden City	15-002439	504 West SANTA FE	Weeds	Weeds	9/16/2015	10/13/2015
Garden City	15-002427	2105 BELMONT	Weeds	WEEDS EXCEEDING 12" IN HEIGHT IN ALLEY ROW	9/16/2015	9/17/2015
Garden City	15-002444	607 North FIRST	Unlawful Deposits	Unlawful deposit mattress	9/17/2015	10/9/2015

Garden City	15-002446	504 STOECKLY	Vehicles	Parking on unimproved surface- BLUE FORD 2 DOOR & BROWN & BEIGE PICKUP	9/17/2015	10/9/2015
Garden City	15-002442	808 North SECOND	Vehicles	Untagged vehicle	9/17/2015	10/8/2015
Garden City	15-002450	621 North TWELFTH	Vehicles	Vehicles	9/17/2015	
Garden City	15-002451	621 North TWELFTH	Vehicles	Vehicles	9/17/2015	
Garden City	15-002452	621 North TWELFTH	Vehicles	Vehicles	9/17/2015	
Garden City	15-002440	310 North TWELFTH	Weeds	Weeds	9/17/2015	10/9/2015
Garden City	15-002447	1610 WALKER	Weeds	Weeds	9/17/2015	10/12/2015
Garden City	15-002448	1608 WALKER	Weeds	Weeds	9/17/2015	10/12/2015
Garden City	15-002467	212 West FULTON #B	Bldg Code Misc	CMB INSPECTION- GOOD TIMES BAR	9/18/2015	9/21/2015
Garden City	15-002458	1903 East HWY 50	Sign	SIGN VIOLATION	9/18/2015	
Garden City	15-002465	1720 CENTER	Vehicles	Inoperable vehicle	9/18/2015	
Garden City	15-002472	1010 North MAIN	Vehicles	Vehicles	9/18/2015	
Garden City	15-002473	1009 North SEVENTH	Vehicles	Vehicles	9/18/2015	
Garden City	15-002474	1011 North SEVENTH	Vehicles	Vehicles	9/18/2015	
Garden City	15-002475	1012 North MAIN	Vehicles	Vehicles	9/18/2015	
Garden City	15-002459	901 CONKLING	Weeds	Weeds	9/18/2015	
Garden City	15-002460	805 CONKLING	Weeds	Weeds	9/18/2015	
Garden City	15-002462	1524 North TWELFTH	Weeds	Weeds	9/18/2015	10/6/2015
Garden City	15-002463	1602 North ELEVENTH	Weeds	Weeds	9/18/2015	10/6/2015
Garden City	15-002505	1826 CHEROKEE	Unlawful Deposits	Unlawful deposit tree branches	9/21/2015	10/6/2015
Garden City	15-002497	709 ST JOHN	Vehicles	Vehicles	9/21/2015	10/5/2015
Garden City	15-002498	315 North TWELFTH	Vehicles	Vehicles	9/21/2015	
Garden City	15-002499	610 ST JOHN	Vehicles	Vehicles	9/21/2015	
Garden City	15-002501	1505 East CHESTNUT	Vehicles	Vehicles	9/21/2015	
Garden City	15-002495	317 CAMPUSVIEW	Weeds	Weeds	9/21/2015	10/5/2015
Garden City	15-002496	1904 CRESTWAY	Weeds	Weeds	9/21/2015	10/12/2015
Garden City	15-002502	1512 East LAUREL	Weeds	Weeds	9/21/2015	
Garden City	15-002533	501 HUDSON	Vehicles	INOPERABLE/UNTAGGED VEHICLES-	9/22/2015	
Garden City	15-002526	212 North SECOND	Vehicles	Vehicles	9/22/2015	10/5/2015
Garden City	15-002529	209 North SECOND	Vehicles	Vehicles	9/22/2015	
Garden City	15-002517	1621 East FULTON	Weeds	Weeds	9/22/2015	10/6/2015
Garden City	15-002519	312 WASHINGTON	Weeds	Weeds	9/22/2015	10/5/2015
Garden City	15-002521	304 WASHINGTON	Weeds	Weeds	9/22/2015	

Garden City	15-002530	1301 East FULTON Street	Work w/o Permit	WORKING W/O A PERMIT-ROOFING	9/22/2015	
Garden City	15-002538	312 WASHINGTON	Environmental Yard	ENVIRONMENTAL YARD-COUCH IN REAR YARD	9/23/2015	
Garden City	15-002544	303 WASHINGTON	Vehicles	Vehicles	9/24/2015	
Garden City	15-002552	405 West CHESTNUT	Environmental Yard	Environmental yard	9/24/2015	
Garden City	15-002549	407 West CHESTNUT	Vehicles	Vehicles	9/24/2015	
Garden City	15-002553	608 West CHESTNUT	Weeds	Weeds	9/24/2015	
Garden City	15-002580	601 GARDEN CITY	Environmental Yard	ENVIRONMENTAL YARD-SEWAGE BACKING UP INTO YARD	9/25/2015	10/5/2015
Garden City	15-002557	517 EUGENE	ROW Obstruction	Row obstruction	9/25/2015	
Garden City	15-002561	614 North THIRTEENTH	ROW Obstruction	Row obstruction	9/25/2015	
Garden City	15-002565	515 SUMMIT	ROW Obstruction	Row obstruction	9/25/2015	
Garden City	15-002573	502 North THIRTEENTH	Unlawful Deposits	Unlawful deposit	9/25/2015	10/9/2015
Garden City	15-002566	509 SUMMIT	Vehicles	Inoperable vehicles	9/25/2015	
Garden City	15-002555	501 EUGENE	Vehicles	Vehicles	9/25/2015	
Garden City	15-002559	1208 GIBSON	Vehicles	Vehicles	9/25/2015	
Garden City	15-002558	2712 ROCK	Weeds	WEEDS	9/25/2015	10/6/2015
Garden City	15-002564	515 SUMMIT	Weeds	Weeds	9/25/2015	
Garden City	15-002567	509 SUMMIT	Weeds	Weeds	9/25/2015	
Garden City	15-002594	1508 ROWLAND	ROW Obstruction	row obstruction	9/28/2015	9/29/2015
Garden City	15-002595	1505 SUNDANCE	ROW Obstruction	row obstruction	9/28/2015	
Garden City	15-002596	1001 LABRADOR	ROW Obstruction	row obstruction	9/28/2015	
Garden City	15-002597	1005 LABRADOR	ROW Obstruction	row obstruction	9/28/2015	
Garden City	15-002600	2609 CHAINEY	ROW Obstruction	row obstruction	9/28/2015	9/28/2015
Garden City	15-002616	902 North TWELFTH	ROW Obstruction	TREE OBSTRUCTION IN ROW	9/28/2015	9/29/2015
Garden City	15-002609	2604 SHAMUS	Unlawful Deposits	Unlawful deposit	9/28/2015	10/12/2015
Garden City	15-002592	911 INGE	Vehicles	Vehicles	9/28/2015	
Garden City	15-002602	2709 BELMONT	Vehicles	Vehicles	9/28/2015	10/12/2015
Garden City	15-002618	615 North NINTH	Vehicles	Vehicles	9/28/2015	
Garden City	15-002604	2601 SHAMUS	Weeds	Weeds	9/28/2015	
Garden City	15-002605	2601 SHAMUS	Weeds	Weeds	9/28/2015	10/12/2015
Garden City	15-002610	2610 SHAMUS	Weeds	Weeds	9/28/2015	10/12/2015
Garden City	15-002642	2315 TONIO	Dilapidated Structure	DILAPIDATED STRUCTURE-	9/29/2015	9/30/2015

Garden City	15-002641	2315 TONIO	Environmental Yard	ENVIRONMENTAL YARD- JUNK & DEBRIS IN YARD	9/29/2015	10/12/2015
Garden City	15-002640	902 North TWELFTH	Non-Conforming Use	Parking on unimproved surface	9/29/2015	
Garden City	15-002643	1019 EVANS	ROW Obstruction	OBSTRUCTION IN ROW	9/29/2015	10/13/2015
Garden City	15-002645	1108 East SPRUCE	ROW Obstruction	OBSTRUCTION IN ROW	9/29/2015	
Garden City	15-002646	1502 East SPRUCE	ROW Obstruction	OBSTRUCTION IN ROW	9/29/2015	
Garden City	15-002647	218 PENNSYLVANIA	ROW Obstruction	OBSTRUCTION IN ROW	9/29/2015	
Garden City	15-002648	508 PENNSYLVANIA	ROW Obstruction	OBSTRUCTION IN ROW	9/29/2015	9/30/2015
Garden City	15-002649	1402 ST JOHN	ROW Obstruction	OBSTRUCTION IN ROW	9/29/2015	9/30/2015
Garden City	15-002650	706 SAFFORD	ROW Obstruction	OBSTRUCTION IN ROW	9/29/2015	
Garden City	15-002651	1112 SAFFORD	ROW Obstruction	OBSTRUCTION IN ROW	9/29/2015	9/30/2015
Garden City	15-002652	1609 YORK	ROW Obstruction	OBSTRUCTION IN ROW	9/29/2015	9/30/2015
Garden City	15-002653	1101 SUMMIT	ROW Obstruction	OBSTRUCTION IN ROW	9/29/2015	10/14/2015
Garden City	15-002654	1103 SUMMIT	ROW Obstruction	OBSTRUCTION IN ROW	9/29/2015	9/30/2015
Garden City	15-002655	1006 GILLESPIE	ROW Obstruction	OBSTRUCTION IN ROW	9/29/2015	10/7/2015
Garden City	15-002656	1211 GIBSON	ROW Obstruction	OBSTRUCTION IN ROW	9/29/2015	9/30/2015
Garden City	15-002657	1414 West CAMPBELL	ROW Obstruction	OBSTRUCTION IN ROW	9/29/2015	
Garden City	15-002658	1420 West CAMPBELL	ROW Obstruction	OBSTRUCTION IN ROW	9/29/2015	
Garden City	15-002659	1604 West CAMPBELL	ROW Obstruction	OBSTRUCTION IN ROW	9/29/2015	10/14/2015
Garden City	15-002629	2612 COACHMAN	ROW Obstruction	Row obstruction	9/29/2015	
Garden City	15-002630	1706 CAMPUS	Vehicles	Vehicles	9/29/2015	
Garden City	15-002637	1509 SUNDANCE	Vehicles	Vehicles	9/29/2015	
Garden City	15-002634	604 North THIRD	Work w/o Permit	WORKING W/O A PERMIT-ROOFING	9/29/2015	
Garden City	15-002636	211 South FIRST	Work w/o Permit	WORKING W/O A VALID PERMIT. PERMIT HAS EXPIRED FOR HOUSE ADDITION	9/29/2015	
Garden City	15-002669	1103 SUMMIT	Unlawful Deposits	Unlawful deposit	9/30/2015	10/14/2015
Garden City	15-002665	2113 C	Vehicles	Vehicles	9/30/2015	
Garden City	15-002666	2315 TONIO	Vehicles	Vehicles	9/30/2015	
Garden City	15-002667	911 North TAYLOR	Vehicles	Vehicles	9/30/2015	
Garden City	15-002661	1603 BANCROFT	Weeds	Weeds	9/30/2015	
Garden City	15-002663	2308 TONIO	Weeds	Weeds	9/30/2015	



City of Garden City
Monthly Financial Report FY 2015
For the Nine Months Ended September 30, 2015
 Unaudited--Intended for Management Purposes Only

The following is a summary of the City's financial results for the General Funds and Utility Funds. The subsequent pages provide some narrative, comparison cash balances, line item analysis, and graphic display of revenue trends for the City's General and Utility Funds. This report is intended to assist the City Commission and the City's Administrative team in managing the operational budget. This information is summarized from unaudited financial statements for the monthly period that ended September 30, 2015.

GENERAL FUND AT A GLANCE

Category	Revised 2015 Budget	2015 YTD Actual	2014 YTD Actual
Revenues	21,550,239	17,290,339	14,865,165
Expenditures	22,633,350	15,982,161	15,457,568
Revenues Over(Under)	(1,083,111)	1,308,178	(592,403)

UTILITY FUND REVENUES AT A GLANCE

Category	Revised 2015 Budget	2015 YTD Actual	2014 YTD Actual
Electric	32,395,213	23,545,001	23,619,253
Solid Waste	3,431,330	2,690,672	2,269,083
Drainage Utility	207,766	155,978	155,697
Water and Sewage	8,219,797	5,467,307	5,533,111
TOTAL	44,254,106	31,858,957	31,577,144

Category	Revised 2015 Budget	2015 YTD Actual	2014 YTD Actual
City Sales Tax	6,200,000	4,840,057	4,625,873
County Sales Tax	3,654,000	2,848,120	2,737,789
Franchise Tax			
Gas Utility	460,000	404,162	420,646
Telephone	60,000	46,022	49,379
CATV	232,000	176,479	175,127
Building Permits	251,663	310,114	207,696
Municipal Court Fines	900,000	635,210	705,543



**City of Garden City
Monthly Financial Report FY 2015
For the Nine Months Ended
September 30, 2015**

General Fund

General Fund Revenues collected through September were \$17,290,339. The September revenues represent 80.23% of the total revenues expected in the General Fund. Property tax distribution was 97.25% for the fourth of five payments in 2015.

General Fund Expenses are at 70.61% of the total expenditures expected in the General Fund.

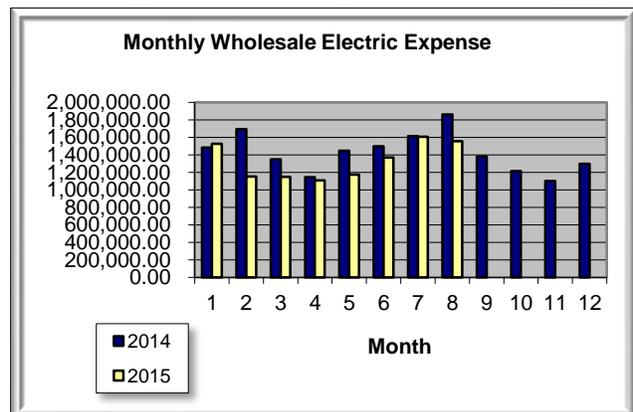
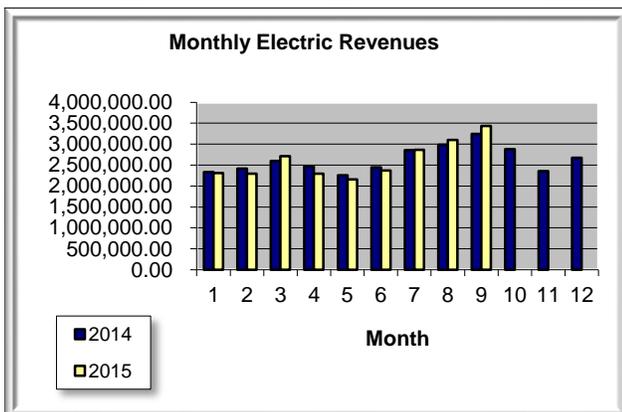
Selected Revenues

- City Sales Tax—Ahead by \$214,184 compared to September 2014 year to date collections, 4.63% ahead of 2014 for the nine months ended.
- County Sales Tax— Collections for the nine months ended are ahead of 2014 by \$110,331 or 4.03%.
- Franchise Tax—Budget estimates for 2015 remain approximately the same as 2014. Franchise fees are slightly lower than 2014 with the exception of the CATV.
- Building Permits—Budget estimates for 2015 are based on 2014 revenues. Receipts are higher than this period in 2014.
- Municipal Court Fines—Budget estimates were based on 2014 actual and collections through September were behind 2014.

Utility Funds

A summary of Utility Fund revenue performance is outlined below:

- Electric revenues – revised budget at \$32,395,213 for 2015 were \$23,545,001 through nine months or 72.68% of budget.

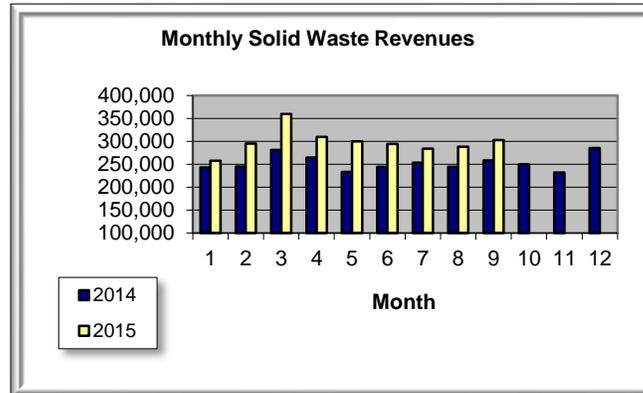


A main expense is Wholesale Electric in the Utility Fund. The 2015 revised budget for wholesale electric is \$17,350,000. The wholesale electric expense for September was not available at this printing.

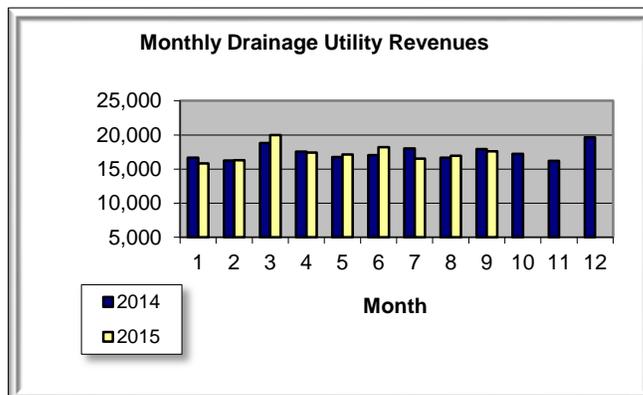


**City of Garden City
 Monthly Financial Report FY 2015
 For the Nine Months Ended
 September 30, 2015**

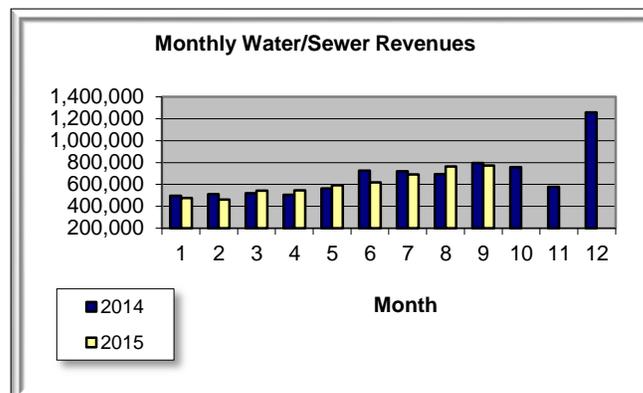
■ Solid Waste revenues – revised budget at \$3,431,330 for 2015 were \$2,690,672 through nine months or 78.41% of budget.



■ Drainage Utility revenues – revised budget at \$207,766 for 2015 were \$155,978 through nine months or 75.07%.



■ Water and Sewage revenues - revised budget at \$8,219,797 for 2015 were \$5,467,307 through nine months or 66.51% of budget.





CITY OF GARDEN CITY, KANSAS
 Comparison of Cash Balances with Encumbrances and Composition of Cash
 For the Nine Months Ended September 30, 2015

Fund	Unencumbered Cash Balance 1/1/2015	Receipts and Transfers	Expenditures and Transfers	Unencumbered Cash Balance 9/30/2015	Add Payables and Encumbrances	Treasurer's Cash 9/30/2015
<u>Operating</u>						
1 General	5,499,874.19	17,290,339.11	15,982,161.37	6,808,051.93	0.00	6,808,051.93
<u>Debt Service Fund</u>						
40 Bond and Interest	521,036.83	2,387,444.26	2,232,705.87	675,775.22	0.00	675,775.22
<u>Special Revenue Funds</u>						
4 TIF	566,068.41	749,754.68	595,530.58	720,292.51	0.00	720,292.51
5 Capital Improvement	940,431.34	9,076.39	75,697.62	873,810.11	0.00	873,810.11
6 Community Development Loan	15,251.69	4,265.54	-100.00	19,617.23	0.00	19,617.23
7 Cemetery Endowment	30,369.43	4,561.45	1,098.87	33,832.01	0.00	33,832.01
8 Community Trust	1,650,502.33	114,040.65	436,589.84	1,327,953.14	0.00	1,327,953.14
10 DEA Forfeiture	18,078.62	9,144.82	-7,027.36	34,250.80	0.00	34,250.80
11 Drug Enforcement	70,498.18	25,155.01	1,300.00	94,353.19	0.00	94,353.19
15 Enhanced Wireless 911	359,727.98	132,328.90	114,574.42	377,482.46	0.00	377,482.46
18 Finnup Trust	89,955.66	104,000.00	51,037.61	142,918.05	0.00	142,918.05
19 JAG Grant	0.00	11,942.00	0.00	11,942.00	0.00	11,942.00
25 Recreation	0.00	964,593.96	964,593.96	0.00	0.00	0.00
26 Special Improvements	-16,899.02	42,050.79	19,989.44	5,162.33	0.00	5,162.33
27 Special Liability	161,338.38	0.00	74,613.56	86,724.82	0.00	86,724.82
29 Special Alcohol Programs	55,144.05	82,575.63	63,750.00	73,969.68	0.00	73,969.68
30 Special Recreation and Parks	113,692.92	92,538.25	64,785.73	141,445.44	0.00	141,445.44
31 FOLRZ Projects				0.00	0.00	0.00
32 Special Trafficway	975,114.66	538,767.64	571,425.86	942,456.44	0.00	942,456.44
50 Community Development Grant	0.00	0.00	0.00	0.00	0.00	0.00
53 Project Development	250,000.00	2,011.21	18,972.48	233,038.73	0.00	233,038.73
54 RHID Security Fund	0.00	0.00	0.00	0.00	0.00	0.00
Total Special Revenue	5,666,042.21	2,906,157.16	3,051,250.08	5,520,949.29	0.00	5,520,949.29
<u>Capital Projects Funds</u>						
41 2013-GO Bond Projects	179,119.48	0.00	0.00	179,119.48	0.00	179,119.48
48 2013-Temp Notes Series D	0.00			0.00	0.00	0.00
49 2013-Temp Notes Schulman Cross	1,295,415.45	9,478,040.60	10,285,548.50	487,907.55	0.00	487,907.55
Total Capital Projects	3,881,978.18	9,972,774.60	11,704,853.60	2,149,899.18	0.00	2,149,899.18
<u>Enterprise Funds</u>						
Electric Utility:						
67 Capital Reserve	750,000.00	562,500.00	0.00	1,312,500.00	0.00	1,312,500.00
68 General	4,780,787.17	23,545,001.20	20,781,485.43	7,544,302.94	29,990.00	7,574,292.94
69 Security Deposits	467,473.29	246,465.00	56,560.32	657,377.97	0.00	657,377.97
Total Electric Utility	5,998,260.46	24,353,966.20	20,838,045.75	9,514,180.91	29,990.00	9,544,170.91
Water and Sewer Utility:						
80 General	2,947,952.73	5,467,307.11	5,976,576.93	2,438,682.91	0.00	2,438,682.91
81 Wastewater Repair and Replacem	317,765.83	98,802.29	0.00	416,568.12	0.00	416,568.12
82 Water and Sewage Maintenance F	372,046.29	164,400.76	0.00	536,447.05	0.00	536,447.05
Total Water and Sewer Utility	3,637,764.85	5,730,510.16	5,976,576.93	3,391,698.08	0.00	3,391,698.08
Airport:						
60 General	521,676.76	1,113,377.85	358,679.32	1,276,375.29	0.00	1,276,375.29
61 Airport Improvement	98,758.68	208,774.24	181,873.14	125,659.78	0.00	125,659.78
Total Airport	620,435.44	1,322,152.09	540,552.46	1,402,035.07	0.00	1,402,035.07
Solid Waste Utility:						
75 General	1,395,919.80	2,690,671.53	2,181,217.76	1,905,373.57	337,817.00	2,243,190.57
Recreation Area:						
70 General Golf Course	50,162.64	786,510.78	779,860.40	56,813.02	0.00	56,813.02
71 Golf Course Building	6,957.48	2,833.50	0.00	9,790.98	0.00	9,790.98
Total Recreation Area	57,120.12	789,344.28	779,860.40	66,604.00	0.00	66,604.00
Drainage Utility:						
79 General	399,384.41	155,977.57	106,486.81	448,875.17	0.00	448,875.17
<u>Internal Service Funds</u>						
55 Health Insurance	324,738.40	2,753,542.50	2,661,861.31	416,419.59	0.00	416,419.59
56 Health Insurance Reserve	880,488.91	0.00	0.00	880,488.91	0.00	880,488.91
35 Workers Compensation	196,190.43	440,250.00	200,873.37	435,567.06	0.00	435,567.06
36 Workers Compensation Reserve	480,585.22	90.14	21,536.11	459,139.25	0.00	459,139.25
Total Internal Service	1,882,002.96	3,193,882.64	2,884,270.79	2,191,614.81	0.00	2,191,614.81
Total All Funds	29,559,819.45	70,793,219.60	66,277,981.82	34,075,057.23	367,807.00	34,442,864.23



City of Garden City
Statement of Revenues and Expenditures-General Fund Revenues
From 9/1/2015 Through 9/30/2015

001 - GENERAL FUND

		Curr Month Collections	YTD Collections	Revised Budget	Uncollected Balance
Income					
3022	CONNECTING LINKS	0.00	55,889.47	75,000.00	(19,110.53)
3023	CONSUMER USE TAX	73,721.54	637,649.62	860,000.00	(222,350.38)
3028	LIQUOR CONSUMPTION TAX	25,645.69	82,575.62	90,000.00	(7,424.38)
3035	STATE REVENUE STAMP	(150.00)	(325.00)	0.00	(325.00)
3040	AD VALOREM TAX	58,220.41	3,042,067.06	3,130,000.00	(87,932.94)
3041	AD VALOREM BACK TAX	26,481.25	128,296.19	130,000.00	(1,703.81)
3044	CITY SALES TAX	548,219.25	4,840,057.26	6,200,000.00	(1,359,942.74)
3046	COUNTY SALES TAX	318,362.19	2,848,119.95	3,654,000.00	(805,880.05)
3055	MOTOR VEHICLE TAX	203,634.76	442,401.65	370,000.00	72,401.65
3056	RECREATIONAL VEHICLE TAX	2,345.43	5,073.12	3,000.00	2,073.12
3057	HEAVY DUTY VEHICLE TAX	86.48	2,067.26	3,700.00	(1,632.74)
3058	COMMERCIAL VEHICLE TAX	3,909.56	25,130.41	20,000.00	5,130.41
3065	CATV FRANCHISE	0.00	176,478.71	232,000.00	(55,521.29)
3066	GAS UTILITY FRANCHISE	0.00	404,161.87	460,000.00	(55,838.13)
3067	TELEPHONE FRANCHISE	5,734.23	46,022.31	60,000.00	(13,977.69)
3115	CEMETERY SPACES	2,850.00	29,775.00	48,000.00	(18,225.00)
3301.01	ANIMAL BOARDING	1,011.06	9,034.25	1,300.00	7,734.25
3301.02	CAR STORAGE & TOWING	1,016.00	13,997.65	18,000.00	(4,002.35)
3301.05	FEES-FALSE ALARM	(175.00)	2,825.00	3,000.00	(175.00)
3301.07	FEES-GATE RECEIPTS	2,530.00	21,350.00	23,000.00	(1,650.00)
3301.08	FEES-GRAVE OPENINGS	9,850.00	50,450.00	65,000.00	(14,550.00)
3301.09	FEES-MONUMENT SETTING	500.00	1,925.00	3,000.00	(1,075.00)
3301.10	FEES-PLAT FILING	155.00	1,420.00	2,000.00	(580.00)
3301.11	FEES-REZONING	(250.00)	3,070.00	2,500.00	570.00
3301.12	FEES-RURAL FIRE CONTRACTS	0.00	(900.00)	190,000.00	(190,900.00)
3301.13	FEES-WAIVER FILING	485.00	3,900.00	3,000.00	900.00
3301.16	FINES-MUNICIPAL COURT	62,461.95	635,210.09	900,000.00	(264,789.91)
3301.17	FEES-STATE JUDGE	104.94	945.04	1,750.00	(804.96)
3301.18	FEES-STATE LAW ENFORCEMENT	3,986.15	35,859.43	50,000.00	(14,140.57)
3301.19	FEES-REINSTATEMENT	247.00	3,467.98	10,000.00	(6,532.02)
3301.20	FEES-RESTITUTION	(54.52)	(2,809.41)	0.00	(2,809.41)
3301.21	LEGAL COPIES	338.75	2,781.00	2,500.00	281.00
3301.22	PROBATION SCREENING	0.00	0.00	250.00	(250.00)
3301.23	FEES-CRIME STOPPER INFRACTION	2,310.00	15,458.56	10,000.00	5,458.56
3301.24	FEES-CRIME STOPPER MAJOR	(436.03)	189.27	500.00	(310.73)
3350.01	LICENSE-AMUSEMENT	0.00	0.00	1,000.00	(1,000.00)
3350.02	LICENSE-ARBORIST	0.00	500.00	500.00	0.00
3350.03	LICENSE-CEREAL MALT BEVERAGE	0.00	825.00	2,500.00	(1,675.00)
3350.04	LICENSE-CONTRACTOR	2,200.00	17,240.00	30,000.00	(12,760.00)
3350.06	LICENSE-ELECTRICIAN	760.00	5,509.00	6,000.00	(491.00)
3350.08	LICENSE-ITINERANT MERCHANT	1,630.00	5,550.00	8,000.00	(2,450.00)
3350.09	LICENSE-LIQUOR	500.00	10,550.00	15,000.00	(4,450.00)
3350.10	LICENSE-MECHANICAL	0.00	4,620.00	4,000.00	620.00
3350.12	LICENSE-PAWN SHOP	0.00	75.00	100.00	(25.00)
3350.13	LICENSE-PLUMBER	440.00	3,220.00	3,000.00	220.00
3350.15	LICENSE-TAXI	0.00	105.00	100.00	5.00
3350.16	TAGS-DOG & CAT	175.15	2,106.40	2,250.00	(143.60)
3400.01	PERMITS-BUILDING	50,903.99	260,203.15	204,013.00	56,190.15



City of Garden City
Statement of Revenues and Expenditures-General Fund Revenues
From 9/1/2015 Through 9/30/2015

3400.02	PERMITS-CURB CUT	30.00	1,066.00	500.00	566.00
3400.03	PERMITS-ELECTRIC	437.00	4,940.75	8,000.00	(3,059.25)
3400.04	PERMITS-EXCAVATION	90.00	2,670.00	2,500.00	170.00
3400.05	PERMITS-GAS	274.00	1,982.00	3,000.00	(1,018.00)
3400.06	PERMITS-HOUSE MOVING	0.00	80.00	150.00	(70.00)
3400.08	PERMITS-MECHANICAL	2,251.00	18,872.75	12,000.00	6,872.75
3400.09	PERMITS-PLUMBING	731.00	14,949.00	14,000.00	949.00
3400.11	PERMITS-TV & SIGN	1,005.00	5,350.00	7,500.00	(2,150.00)
3435	INTEREST INCOME	2,454.83	23,547.58	40,000.00	(16,452.42)
3437	FINANCE CHARGE INCOME	(82,108.53)	(34,217.75)	30,000.00	(64,217.75)
3440.02	RENTAL-CITY FACILITIES	13,071.28	29,851.09	50,000.00	(20,148.91)
3440.03	RENTAL-DEPOT	100.00	900.00	1,200.00	(300.00)
3447	ROYALTIES-GAS WELLS	1,135.42	11,210.10	30,000.00	(18,789.90)
3450	SALE OF PROPERTY-AUCTION	0.00	12,092.80	18,000.00	(5,907.20)
3454	SALE OF PROPERTY-LAND	0.00	10,000.00	10,000.00	0.00
3456	SALE OF PROPERTY-POLICE CARS	0.00	9,500.00	0.00	9,500.00
3470.01	REIMBURSE-ADMINISTRATIVE COSTS	0.00	1,000.00	1,000.00	0.00
3470.04	REIMBURSE-POLICE SERVICES	0.00	125,442.31	225,000.00	(99,557.69)
3470.07	UTILITY FUNDS REIMBURSEMENT	330,175.00	2,971,575.00	3,992,000.00	(1,020,425.00)
3470.08	REIMBURSE-COUNTY	7,747.49	155,391.66	160,000.00	(4,608.34)
3470.09	REIMBURSE-HOLCOMB	0.00	42,000.00	42,000.00	0.00
3515	FUEL TAX REFUND	0.00	6,509.52	0.00	6,509.52
3600.01	MISCELLANEOUS-ADMINISTRATION	1.00	1,008.10	1,000.00	8.10
3600.02	MISCELLANEOUS-CEMETERY	0.00	2,864.75	4,000.00	(1,135.25)
3600.04	MISCELLANEOUS-INSPECTION	10.00	(191.00)	426.00	(617.00)
3600.07	MISCELLANEOUS-POLICE	0.00	(2,173.46)	0.00	(2,173.46)
Total Income		<u>1,687,154.72</u>	<u>17,290,339.11</u>	<u>21,550,239.00</u>	<u>(4,259,899.89)</u>



City of Garden City
Statement of Revenues and Expenditures-General Fund Expenses
From 9/1/2015 Through 9/30/2015

001 - GENERAL FUND

		Curr Month			
		Expenses	YTD Expenses	Revised Budget	Budget Remaining
Expenses					
111	CITY COMMISSION	8,749.76	58,746.15	109,320.00	50,573.85
112	CITY MANAGER	32,505.35	395,127.44	521,150.00	126,022.56
113	SERVICE AND FINANCE	54,220.03	553,553.27	757,250.00	203,696.73
114	LEGAL SERVICES	13,899.09	116,142.63	137,000.00	20,857.37
115	MUNICIPAL COURT	42,588.17	369,935.98	570,800.00	200,864.02
116	HUMAN RESOURCES	11,278.48	170,187.13	231,500.00	61,312.87
117	INFORMATION TECH	38,300.44	262,839.13	440,000.00	177,160.87
118	CITY PROSECUTION	<u>27,991.90</u>	<u>264,860.54</u>	<u>348,250.00</u>	<u>83,389.46</u>
	Total Administration	229,533.22	2,191,392.27	3,115,270.00	923,877.73
121	POLICE-ADMINISTRATIVE	101,601.28	1,365,396.66	1,824,750.00	459,353.34
122	POLICE-INVESTIGATIONS	66,331.74	676,035.48	908,500.00	232,464.52
123	POLICE-PATROL	265,525.06	2,666,620.24	3,586,300.00	919,679.76
124	POLICE-SUPPORT SERVICES	93,701.90	918,016.60	1,376,000.00	457,983.40
125	POLICE-ANIMAL CONTROL	<u>26,801.71</u>	<u>188,563.31</u>	<u>253,950.00</u>	<u>65,386.69</u>
	Total Police	553,961.69	5,814,632.29	7,949,500.00	2,134,867.71
131	PUBLIC WORKS-PLANNING,COMM	26,442.90	289,370.00	400,500.00	111,130.00
132	PUBLIC WORKS-ENGINEERING	17,976.53	192,446.85	250,100.00	57,653.15
133	PUBLIC WORKS-STREET MAINT	78,028.32	1,200,547.00	1,539,500.00	338,953.00
134	PUBLIC WORKS-INSPECTIONS	45,914.48	345,192.56	465,500.00	120,307.44
135	PUBLIC WORKS-PARKS	<u>61,544.82</u>	<u>641,152.74</u>	<u>991,250.00</u>	<u>350,097.26</u>
	Total Public Works	229,907.05	2,668,709.15	3,646,850.00	978,140.85
141	ZOO-ADMINISTRATIVE	27,904.64	348,236.05	476,750.00	128,513.95
142	ZOO-MAINTENANCE DIVISION	38,060.46	268,792.56	380,250.00	111,457.44
144	ZOO-ANIMAL DIVISION	<u>77,653.64</u>	<u>787,906.86</u>	<u>1,143,250.00</u>	<u>355,343.14</u>
	Total Zoo	143,618.74	1,404,935.47	2,000,250.00	595,314.53
151	FIRE-ADMINISTRATIVE	44,600.26	259,623.70	407,000.00	147,376.30
152	FIRE-OPERATIONS	172,949.77	2,001,965.61	2,625,000.00	623,034.39
153	FIRE-VOLUNTEERS	208.96	5,095.81	21,830.00	16,734.19
154	FIRE-ARFF STATION	<u>10,143.95</u>	<u>19,263.46</u>	<u>96,650.00</u>	<u>77,386.54</u>
	Total Fire	227,902.94	2,285,948.58	3,150,480.00	864,531.42
161	CEMETERY-OPERATIONS	30,508.00	329,759.58	505,500.00	175,740.42
171	CAPITAL IMPROVEMENT	17,858.00	986,784.03	1,965,500.00	978,715.97
181	EMPLOYEE BENEFITS	<u>0.00</u>	<u>300,000.00</u>	<u>300,000.00</u>	<u>0.00</u>
	Total Expenses	<u>1,433,289.64</u>	<u>15,982,161.37</u>	<u>22,633,350.00</u>	<u>6,651,188.63</u>



City of Garden City
Statement of Revenues and Expenditures-Utility Fund Revenues
From 9/1/2015 Through 9/30/2015

		Curr Month Collections	YTD Collections	Revised Budget	Uncollected Balance
Income					
068	ELECTRIC				
3101	COLLECTIONS-ELECTRIC	3,291,832.62	22,518,968.31	31,040,750.00	(8,521,781.69)
3110.01	COLLECTIONS-COIN BOX	(436.49)	(355.97)	250.00	(605.97)
3118	CONNECT FEES	8,340.00	76,951.23	98,250.00	(21,298.77)
3150	IDENTIFIED LONG/SHORT	(708.30)	(2,707.18)	0.00	(2,707.18)
3151	UNIDENTIFIED LONG/SHORT	181.57	126.39	0.00	126.39
3154	INSUFFICIENT FUNDS CHECKS	1,519.79	(2,308.40)	0.00	(2,308.40)
3155	RETURNED CHECK CHARGE	425.00	3,550.00	5,000.00	(1,450.00)
3185	PENALTIES	2,176.52	94,163.69	75,500.00	18,663.69
3201	REIMBURSE-DEVELOPER	3,150.00	34,750.00	41,000.00	(6,250.00)
3435	INTEREST INCOME	21.24	166.46	2,000.00	(1,833.54)
3492	SALES TAX	127,734.49	810,835.62	1,127,500.00	(316,664.38)
3600	MISCELLANEOUS	1,321.84	10,861.05	4,963.00	5,898.05
	Total Electric	3,435,558.28	23,545,001.20	32,395,213.00	(8,850,211.80)
075	SOLID WASTE-GENERAL				
3111	COLLECTIONS-SOLID WASTE	297,365.91	2,567,569.00	3,300,000.00	(732,431.00)
3185	PENALTIES	0.00	83,437.38	80,000.00	3,437.38
3195	RECYCLING SALES	5,088.17	35,639.47	50,000.00	(14,360.53)
3435	INTEREST INCOME	135.89	1,065.21	1,330.00	(264.79)
3515	FUEL TAX REFUND	0.00	2,960.47	0.00	2,960.47
	Total Solid Waste	302,589.97	2,690,671.53	3,431,330.00	(740,658.47)
079	DRAINAGE UTILITY				
3104.01	DRAINAGE FEE	17,583.15	156,277.26	207,500.00	(51,222.74)
3435	INTEREST INCOME	0.00	250.31	266.00	(15.69)
3440.02	RENTAL-CITY FACILITIES	0.00	(550.00)	0.00	(550.00)
	Total Drainage Utility	17,583.15	155,977.57	207,766.00	(51,788.43)
080	WATER AND SEWAGE				
3102.01	COLLECTIONS-SEWER	216,702.57	1,886,773.59	2,660,000.00	(773,226.41)
3103	COLLECTIONS-WATER	487,012.91	3,118,963.55	4,500,000.00	(1,381,036.45)
3118	CONNECT FEES	1,485.00	12,525.00	18,000.00	(5,475.00)
3120	COUNTY SEWER FEES	4,287.20	79,760.56	112,000.00	(32,239.44)
3130	FIRE LEG FEES	(565.00)	16,409.50	15,047.00	1,362.50
3185	PENALTIES	29,226.70	29,584.56	105,000.00	(75,415.44)
3201	REIMBURSE-DEVELOPER	900.00	24,634.84	30,000.00	(5,365.16)
3225	SALE OF MATERIAL	1,245.11	5,294.66	15,000.00	(9,705.34)
3228	SEWER MAINTENANCE FEES	406.00	2,854.44	4,500.00	(1,645.56)
3229	SEWER TANK FEES	15,041.37	136,371.24	135,000.00	1,371.24
3257	WATER TANK SALES	2,740.97	28,166.97	55,000.00	(26,833.03)
3260	WATER TAP FEES	6,225.51	80,050.26	65,000.00	15,050.26
3494	TAX-WATER CONSUMPTION	6,567.02	38,487.42	65,000.00	(26,512.58)
3515	FUEL TAX REFUND	0.00	879.66	250.00	629.66
3600	MISCELLANEOUS	670.00	6,550.86	15,000.00	(8,449.14)
4010.20	TRANSFER-WTR SYS MAINT RESV	0.00	0.00	150,000.00	(150,000.00)
4010.21	TRANSFER-WASTEWTR R&R RESV	0.00	0.00	275,000.00	(275,000.00)
	Total Water and Wastewater	771,945.36	5,467,307.11	8,219,797.00	(2,752,489.89)
	Total Income	4,527,676.76	31,858,957.41	44,254,106.00	(12,395,148.59)

Garden City Fire Department

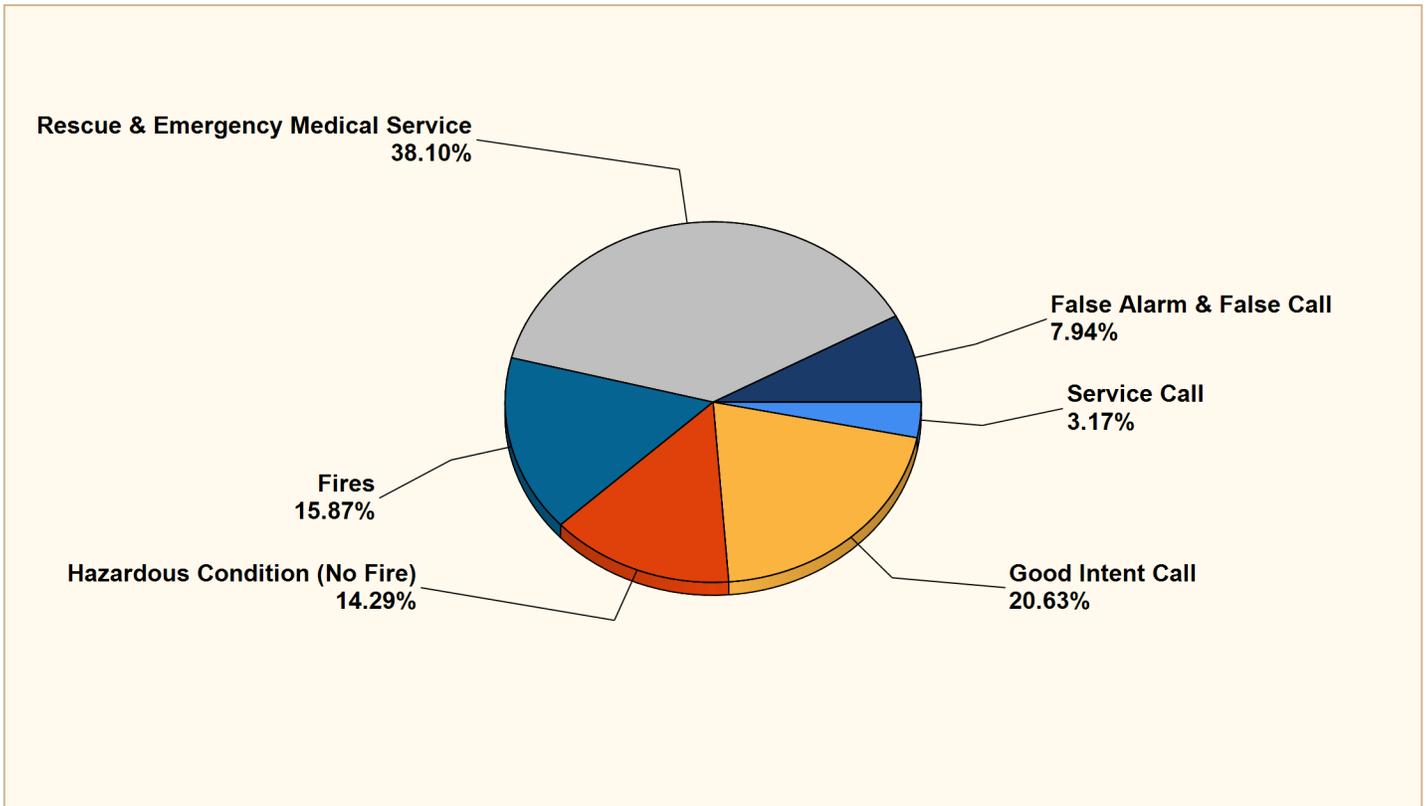
Garden City, KS

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Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 09/01/2015 | End Date: 09/30/2015



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	10	15.87%
Rescue & Emergency Medical Service	24	38.10%
Hazardous Condition (No Fire)	9	14.29%
Service Call	2	3.17%
Good Intent Call	13	20.63%
False Alarm & False Call	5	7.94%
TOTAL	63	100.00%

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

Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
113 - Cooking fire, confined to container	1	1.59%
118 - Trash or rubbish fire, contained	2	3.17%
131 - Passenger vehicle fire	3	4.76%
142 - Brush or brush-and-grass mixture fire	1	1.59%
143 - Grass fire	1	1.59%
152 - Garbage dump or sanitary landfill fire	1	1.59%
162 - Outside equipment fire	1	1.59%
300 - Rescue, EMS incident, other	1	1.59%
311 - Medical assist, assist EMS crew	6	9.52%
322 - Motor vehicle accident with injuries	9	14.29%
324 - Motor vehicle accident with no injuries.	6	9.52%
353 - Removal of victim(s) from stalled elevator	1	1.59%
371 - Electrocution or potential electrocution	1	1.59%
412 - Gas leak (natural gas or LPG)	4	6.35%
413 - Oil or other combustible liquid spill	2	3.17%
422 - Chemical spill or leak	1	1.59%
424 - Carbon monoxide incident	1	1.59%
444 - Power line down	1	1.59%
550 - Public service assistance, other	1	1.59%
561 - Unauthorized burning	1	1.59%
600 - Good intent call, other	5	7.94%
611 - Dispatched & cancelled en route	3	4.76%
622 - No incident found on arrival at dispatch address	3	4.76%
631 - Authorized controlled burning	1	1.59%
650 - Steam, other gas mistaken for smoke, other	1	1.59%
700 - False alarm or false call, other	1	1.59%
736 - CO detector activation due to malfunction	1	1.59%
743 - Smoke detector activation, no fire - unintentional	1	1.59%
744 - Detector activation, no fire - unintentional	1	1.59%
745 - Alarm system activation, no fire - unintentional	1	1.59%
TOTAL INCIDENTS:	63	100.00%

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

Garden City Fire Department

Garden City, KS

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Incident Statistics

Start Date: 09/01/2015 | End Date: 09/30/2015

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		24	
FIRE		39	
TOTAL		63	
TOTAL TRANSPORTS			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
TOTAL			
PRE-INCIDENT VALUE		LOSSES	
\$10,000.00		\$8,100.00	
CO CHECKS			
424 - Carbon monoxide incident		1	
736 - CO detector activation due to malfunction		1	
TOTAL		2	
MUTUAL AID			
Aid Type		Total	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
4		6.35	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
Both Stations		0:07:00	
Station 1	0:06:40	0:07:06	
Station 2	0:06:45	0:10:31	
AVERAGE FOR ALL CALLS		0:07:46	
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
Both Stations		0:02:00	
Station 1	0:01:16	0:02:22	
Station 2	0:01:12	0:04:28	
AVERAGE FOR ALL CALLS		0:02:24	
AGENCY		AVERAGE TIME ON SCENE (MM:SS)	
Garden City Fire Department		19:50	

Only Reviewed Incidents included. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = # of PCR with disposition "Treated, Transported by EMS". # Patient Contacts = # of PCR contacted by apparatus.

Garden City Fire Department

Garden City, KS

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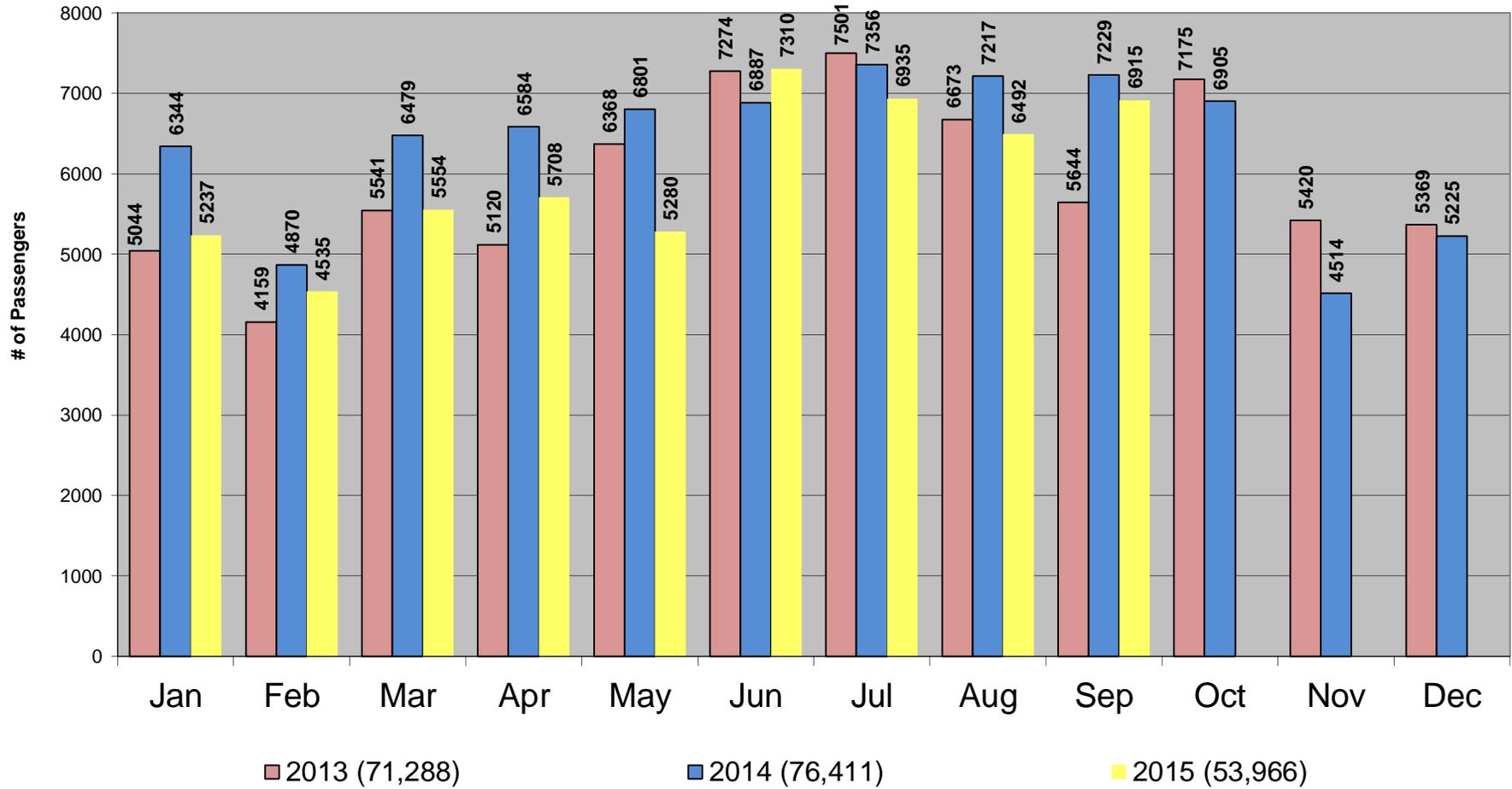


StartDate: 09/01/2015 | EndDate: 09/30/2015

OCCUPANCY	COUNT
INSPECTION TYPE: Alarm System Test	
Mercantile	1
INSPECTION TYPE: CMB & Liquor License	
Bar/Nightclub	2
INSPECTION TYPE: Company	
Bank	1
Business Office	22
Church/Places of Worship	2
Medical, Surgical, Psychiatric	1
Mercantile	4
Multi-Family Residential	1
Restaurant	3
INSPECTION TYPE: Complaint	
Business Office	1
INSPECTION TYPE: Fire Protection System Inspection	
Assembly	1
Moderate Hazard Storage	1
INSPECTION TYPE: Inspection	
College	1

Locked inspections only.

City Link Ridership Yearly Comparison





CITY OF GARDEN CITY ZOO DEPARTMENT SEPTEMBER 2015 MONTHLY REPORT

ANIMAL DIVISION

ACCESSIONS:

Births/Hatchings

0.0.1 Red kangaroo joey* (DNS)

Transactions (Purchases, donations, etc.)

0.1	Greater roadrunner	Donation from Abilene Zoo
0.0.1	Bullsnake	Caught on grounds; will replace large bullsnake in KS exhibit
2.0	Pallas cats	Donation from Lincoln Park Zoo

DEACCESSIONS

Deaths

0.1	Guira cuckoo	Head trauma
1.0	Black footed ferret	Euthanized. Suspected kidney failure. Pathology results pending
0.0.1	Red kangaroo joey*	Tossed from pouch

Transactions (Sales, donations, etc.)

1.0	White stork	Donation to Sedgwick County Zoo
1.0	Bactrian camel	Sale to Hemker Park Zoo (Minnesota)

Elephant transport training and preshipment tests. Hormone implants, physical, and hoof trim for 1.0 elk. Cheyenne Mt Zoo staff here to get to know elephants. Transaction contacts: Black Rhino TAG/SSP re: potential rhino; San Diego Zoo re: capybaras, goral; San Antonio re: East African crowned crane; Tulsa Zoo re: basilisk lizard; Lake Superior Zoo re: goral. Bear Morbidity and Mortality Survey submitted. Reperching of exhibits in Marie Osterbuhr Aviary building. Preparations of Wild Asia and Cat Canyon areas for A Wild Affair.

ADMINISTRATION DIVISION

Staff assisted FOLRZ with A Wild Affair. Director represented the Elephant Stakeholder Committee at the City Commission meeting on the recommendation to transfer elephants to Cheyenne Mountain Zoo; the City Commission voted 4:1 to send elephants to Cheyenne Mountain Zoo. Director, Education Curator and Exec Director of FOLRZ attended the National AZA conference. Director participated on City's United Way Pacesetter committee, and is coordinating with Leave a Legacy Foundation for race at zoo. Staff is working on zoo Capital Improvement Project proposals and with Engineering Department on the Picnic Shelter project. Beginning coordination/preparations with FOLRZ for Boo! At the Zoo. Staff assisted with new FOLRZ board enrichment after monthly meeting. Zoo announced winning names for the red panda cubs from the naming contest. Zoo returned to regular hours of operation. Assorted zoo staff attended KMU training- Emergency Preparedness and Fire Prevention. All-staff meeting: fire extinguisher training.

EDUCATION DIVISION

The education division gave 134 formal programs to 3699 people, reached an additional 1099 people through informal programming, and 962 people in 17 classes learned from 7 discovery box checkouts. Lee Richardson Zoo celebrated International Red Panda Day and had 137 visitors partake in the activities and keeper talks. The designs of a number of signs were completed and sent to printers (i.e. Take Home Conservation, Giraffe Encounters, Pallas Cats.) Discussions started on the composition of a party for the community/elephants prior to their departure. Family Nature Club had their 4th meeting this year. The second Education Specialist was hired and will start in October.

MAINTENANCE DIVISION

Construction on Pallas Cat exhibit continues (secondary containment at keeper entrances, custom chutes, installing geodesic domes and mesh, and painting holding building); prepared grounds for A Wild Affair; replaced ceiling in flamingo barn after dealing with mold issue. Maintenance repaired mesh, planted ferns and palms, did electrical repairs in MOA rainforest exhibit, and helped replace substrate in all MOA building exhibits. 70 iris bulbs were planted along the duck pond road. The river mining sluice is being winterized. Division is working on plans for a new shade structure at the giraffe viewing area and completed various routine zoo maintenance needs, i.e. vehicle repairs, sprinkler and water fountain repairs, mowing, weeding, door repairs, and fence repairs.

**CONSIDERATION OF
APPROPRIATION ORDINANCE**

Ordinances & Resolutions

Old Business

To: City Commission
From: Rachelle Powell
Date: October 14, 2015
RE: Disadvantage Business Enterprise Program

ISSUE

Governing Body consideration and approval of the Disadvantage Business Enterprise (DBE) program for the Garden City Regional Airport.

BACKGROUND

The Garden City Regional Airport is required by the Federal Aviation Administration (FAA) to evaluate the Disadvantage Business Enterprise (DBE) program every three years. Evaluation of the program consists of ensuring compliance with federal regulations and establishing the DBE goal. The DBE goal is the percent of the total construction contract that is awarded to certified disadvantaged businesses. The DBE program applies to the federal funding received through the Airport Improvement Program (AIP).

The DBE goal is currently 4.11%. Staff has calculated the new goal of 4.56% with effective years of 2016, 2017, and 2018.

The DBE Program manual was available for public review through the month of June with comments due on July 15th. No comments were received.

The Governing Body approved the DBE Program on July 21, 2015 and the program was sent to the FAA for approval. The FAA denied approval as staff did not include the (new requirement) Small Business Element within the DBE Program. Staff has incorporated the Small Business Element, which may be found on page 6 and page 23 of the DBE Program. The FAA has reviewed and conditionally approved the revised DBE Program. The FAA will provide final approval once they received the approved and executed program from the City.

ALTERNATIVES

1. Governing Body consideration and approval of the Disadvantage Business Enterprise (DBE) Program for the Garden City Regional Airport.
2. Governing Body consideration and disapproval of the Disadvantage Business Enterprise (DBE) Program for the Garden City Regional Airport.
3. Governing Body provide guidance for staff.

RECOMMENDATION

Staff recommends the Governing Body consideration and approval of the Disadvantage Business Enterprise (DBE) Program for the Garden City Regional Airport.

FISCAL NOTE

No impact



CITY OF GARDEN CITY

**GARDEN CITY
REGIONAL AIRPORT**

**DISADVANTAGED
BUSINESS ENTERPRISE
PROGRAM**

FY 2016/2017/2018

CITY OF GARDEN CITY DBE PROGRAM

POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statement

The City of Garden City, Kansas has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The City of Garden City has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the City of Garden City has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the City of Garden City to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT–assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT – assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

The Director of Aviation has been delegated as the DBE Liaison Officer. In that capacity, the Director of Aviation is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the City of Garden City in its financial assistance agreements with the Department of Transportation.

The City of Garden City has disseminated this policy statement to the City Commission and all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts by publishing in the publication of notice announcing the proposed goal in *The Garden City Telegram*.

ADOPTED by the Governing Body of the City of Garden City, Kansas, this 20th day of October, 2015.

Attest:

Celyn N. Hurtado, City Clerk

Janet A. Doll, Mayor

SUBPART A – GENERAL REQUIREMENTS

Section 26.1 Objectives

The objectives are found in the policy statement on the first page of this program.

Section 26.3 Applicability

The City of Garden City is the recipient of Federal airport funds authorized by 49 U.S.C. 47101, *et seq.*

Section 26.5 Definitions

The City of Garden City will use terms in this program that have the meaning defined in Section 26.5.

Section 26.7 Non-discrimination Requirements

The City of Garden City will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the City of Garden City will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11 Record Keeping Requirements

Reporting to DOT: 26.11(b)

We will report DBE participation to DOT as follows:

We will submit annually the Uniform Report of DBE Awards or Commitments and Payment Form, as modified for use by FAA recipients.

Bidders List: 26.11(c)

The City of Garden City will create and maintain a bidders list. The purpose of the list is to provide as accurate data as possible about the universe of DBE and non-DBE contractors and subcontractors who seek to work on our DOT-assisted contracts for use in helping to set our overall goals. The bidders list will include the name, address, DBE and non-DBE status, age of firm, and annual gross receipts of firms.

We will collect this information in the following ways: The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts.

Section 26.13 Federal Financial Assistance Agreement

The City of Garden City has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

Assurance: 26.13(a)

The City of Garden City shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The City of Garden City DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the City of Garden City of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 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 1986 (31 U.S.C. 3801 *et seq.*).

Contract Assurance: 26.13b

We will ensure that the following clause is placed in every DOT-assisted contract and subcontract:

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

SUBPART B - ADMINISTRATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

The City of Garden City will receive a grant(s) for airport planning or development totaling \$250,000 in a Federal fiscal year. We will continue to carry out this DBE program until all funds from DOT financial assistance have been expended.

Section 26.23 Policy Statement

The Policy Statement is elaborated on the first page of this program.

Section 26.25 DBE Liaison Officer (DBELO)

We have designated the following individual as our DBE Liaison Officer:

Rachelle Powell, Director of Aviation
2225 S. Air Service Road, Suite 112
Garden City, Kansas 67846
620-276-1190
Rachelle.powell@gardencityks.us

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the City of Garden City complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the City Manager concerning DBE program matters. An organization chart displaying the DBELO's position in the organization is found in Attachment 2 to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has access to staff of legal counsel and engineers to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results.
6. Analyzes City of Garden City progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the governing body on DBE matters and achievement.
9. Participates with engineer to determine contractor compliance with good faith efforts.
10. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.
11. Participates in DBE training seminars.

Section 26.27 DBE Financial Institutions

The City of Garden City has not identified any financial institutions owned and controlled by socially and economically disadvantaged individuals in the community or area at this time.

Section 26.29 Prompt Payment Mechanisms

The City of Garden City will include the following clause in each DOT-assisted prime contract:

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the City of Garden City. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the City of Garden City. This clause applies to both DBE and non-DBE subcontractors.

Section 26.31 Directory

The City of Garden City utilizes the Kansas Department of Transportation DBE Directory identifying all firms eligible to participate as DBEs. The directory lists the firm's name, address, phone number, date of the most recent certification, and the type of work the firm has been certified to perform as a DBE. We will make the directory available to prospective bidders through the City Engineer's Office to assist them in identifying certified DBEs. Copies of the directory will also be available at pre-bid meetings. The Directory may be found in Attachment 3 to this program document.

Section 26.33 Over-concentration

The City of Garden City has not identified that over-concentration exists in the types of work that DBEs perform.

Section 26.35 Business Development Programs

The City of Garden City has not established a business development program.

Section 26.37 Monitoring and Enforcement Mechanisms

The City of Garden City will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.107.
2. We will consider similar action under our own legal authorities, including responsibility determinations in future contracts.
3. We will also implement a monitoring and enforcement mechanism to ensure that work committed to DBEs at contract award is actually performed by the DBEs. This mechanism will provide for a running tally of actual DBE attainments (e.g., payment actually made to DBE firms), including a means of comparing these attainments to commitments. This will be accomplished by review and comparison of all applicable documents.
4. In our reports of DBE participation to DOT, we will show both commitments and attainments, as required by the DOT reporting form.

Section 26.39 Small Business Participation

The City of Garden City has incorporated the following non-discriminatory element to its DBE program, in order to facilitate competition on DOT-assisted public works projects by small business concerns (both DBEs and non-DBE small businesses). The City of Garden City will take all reasonable steps to eliminate obstacles to Small Business participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors

The City of Garden City's small business element is incorporated as Attachment 7 to this DBE Program. We will actively implement the program elements to foster small business participation; doing so is a requirement of good faith implementation of the DBE Program.

SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

The City of Garden City does not use quotas in any way in the administration of this DBE program.

Section 26.45 Overall Goals

The City of Garden City will establish an overall DBE goal covering a three-year federal fiscal year period if we anticipate awarding FAA funded prime contracts exceeding \$250,000 during any one or more of the reporting fiscal years within the three-year goal period. In accordance with Section 26.45(f) the City of Garden City will submit its Overall Three-year DBE Goal to FAA by August 1 as required by the established schedule below.

Airport Type	Region	Date Due (Goal Period)	Next Goal Due (Goal Period)
Large & Medium Hub Primary	All Regions	August 1, 2013 (2014/2015/2016)	August 1, 2016 (2017/2018/2019)
Small Hub Primary	All Regions	August 1, 2014 (2015/2016/2017)	August 1, 2017 (2018/2019/2020)
Non-Hub Primary	All Regions	August 1, 2012 (2013/2014/2015)	August 1, 2015 (2016/2017/2018)
Non-Primary (GAs, Relievers and State DOTs)	Alaskan, Eastern, & Great Lakes	August 1, 2013 (2014/2015/2016)	August 1, 2016 (2017/2018/2019)
Non-Primary (GAs, Relievers and State DOTs)	New England, Northwest Mountain, & Southern	August 1, 2014 (2015/2016/2017)	August 1, 2017 (2018/2019/2020)
Non-Primary (GAs, Relievers and State DOTs)	Central, Southwest, and Western- Pacific	August 1, 2012 (2013/2014/2015)	August 1, 2015 (2016/2017/2018)

DBE goals will be established for those fiscal years we anticipate awarding DOT-assisted prime contracts exceeding \$250,000 during the three-year period. The DBE goals will be established in accordance with the 2-step process as specified in 49 CFR Part 26.45. If the City of Garden City does not anticipate awarding more than \$250,000 in DOT-assisted prime contracts during any of the years within the three-year reporting period, we will not develop an overall goal; however this DBE Program will remain in effect and the City of Garden City will seek to fulfill the objectives outlined in 49 CFR Part 26.1.

The first step is to determine the relative availability of DBEs in the market area, “base figure”. The second step is to adjust the “base figure” percentage from Step 1 so that it reflects as accurately as possible the DBE participation the City of Garden City would expect in the absence of discrimination based on past participation, a disparity study and/or information about barriers to entry to past competitiveness of DBEs on projects.

In establishing the overall goal, City of Garden City will consult with minority, women’s and general contractor groups, community organizations, and other officials or organizations to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the City of Garden City’s efforts to establish a level playing field for the participation of DBEs.

Following this consultation, we will publish a notice of the proposed overall goals, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at the Airport Administrative Office for 30 days following the date of the notice, and informing the public that the City of Garden City and DOT/FAA will accept comments on the goals for 45 days from the date of the notice. Notice will be issued in general circulation media and available minority- focus media and trade publications, websites. Normally, we will issue this notice by June 1 of the reporting period of the goal. The notice will include addresses to which comments may be sent and addresses where the proposal may be reviewed.

Our Overall Three-Year DBE Goal submission to DOT/FAA will include a summary of information and comments received, if any, during this public participation process and our responses.

We will begin using our overall goal on October 1 of the reporting period, unless we have received other instructions from DOT. If we establish a goal on a project basis, we will begin using our goal by the time of the first solicitation for a DOT-assisted contract for the project.

A description of the methodology to calculate the overall goal and the goal calculations can be found in Attachment 4 to this program.

Section 26.47 Failure to meet overall goals.

The City of Garden City will maintain an approved DBE Program and overall DBE goal, if applicable as well as administer our DBE Program in good faith to be considered to be in compliance with this part.

If the City of Garden City awards and commitments shown on our Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, we will do the following in order to be regarded by the Department as implementing your DBE Program in good faith:

- (1) Analyze in detail the reasons for the difference between the overall goal and our awards and commitments in that fiscal year;
- (2) Establish specific steps and milestones to correct the problems we have identified in our analysis and to enable us to meet fully your goal for the new fiscal year;
- (3) City of Garden City will retain analysis and corrective actions in records for three years and make available to FAA on request.

Section 26.51(a-c) Breakout of Estimated Race-Neutral & Race-Conscious Participation

The breakout of estimated race-neutral and race-conscious participation can be found in Attachment 4 to this program.

Section 26.51(d-g) Contract Goals

The City of Garden City will use contract goals to meet any portion of the overall goal. The City of Garden City does not project being able to meet using race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of our overall goal that is not projected to be met through the use of race-neutral means.

We will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. We need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work.)

We will express our contract goals as a percentage of total amount of a DOT-assisted project.

Section 26.53 Good Faith Efforts Procedures

Demonstration of good faith efforts (26.53(a) & (c))

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in Appendix A to Part 26.

The Director of Aviation is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive.

We will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before we commit to the performance of the contract by the bidder/offeror.

Information to be submitted (26.53(b))

The City of Garden City treats bidder/offers' compliance with good faith efforts' requirements as a matter of responsiveness.

Each solicitation for which a contract goal has been established will require all bidders/offerors to submit the following information at the time of bid:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractors commitment and
6. If the contract goal is not met, evidence of good faith efforts.

Administrative reconsideration (26.53(d))

Within 5 business days of being informed by the City of Garden City that it is not responsive because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official: Matt Allen, City Manager, 301 N. 8th, Garden City, KS 67846, 620-276-1160, matt.allen@gardencityks.us. The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do. We will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts when a DBE is replaced on a contract (26.53(f))

The City of Garden City will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. We will require the prime contractor to notify the DBE Liaison officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, we will require the prime contractor to obtain our prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

We will provide such written consent only if we agree, for reasons stated in our concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, non-discriminatory bond requirements.
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- (6) We have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the project and provides to us written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (10) Other documented good cause that we have determined compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

Before transmitting to us its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to us, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise us and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why we should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), we may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

If the contractor fails or refuses to comply in the time specified, our contracting office will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the City of Garden City may issue a termination for default proceeding.

Sample Bid Specification:

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the City of Garden City to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of 4.56% percent has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose

participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts.

Section 26.55 Counting DBE Participation

We will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55. We will not count the participation of a DBE subcontract toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

SUBPART D and E – CERTIFICATION STANDARDS/PROCEDURES

Section 26.61 – 26.91 Certification

The City of Garden City does not certify DBE firms. We will accept DBE firms certified by the State of Kansas and surrounding states with proof of certification from such state.

SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.109 Information, Confidentiality, Cooperation

We will safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law.

Notwithstanding any contrary provisions of state or local law, we will not release personal financial information submitted in response to the personal net worth requirement to a third party (other than DOT) without the written consent of the submitter.

Monitoring Payments to DBEs

We will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the City of Garden City or DOT. This reporting requirement also extends to any certified DBE subcontractor.

We will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

ATTACHMENTS

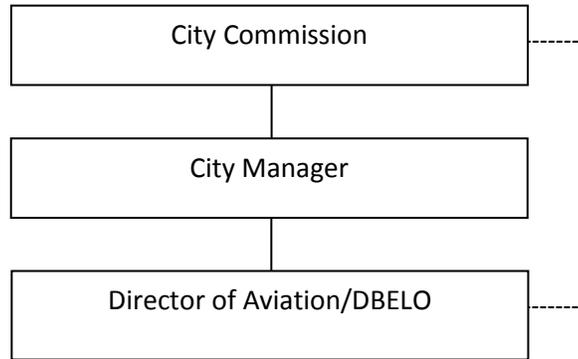
Attachment 1	Regulations: 49 CFR Part 26
Attachment 2	Organizational Chart
Attachment 3	DBE Directory
Attachment 4	Overall Goal Calculation (Include Breakout of Estimated Race-Neutral & Race-Conscious Participation, Public Participation, and Contract Goal)
Attachment 5	Forms 1 & 2 for Demonstration of Good Faith Efforts or Good Faith Effort Plan
Attachment 6	Uniform Report of DBE Awards & Commitment
Attachment 7	Small Business Element

Attachment 1

Regulations: 49 CFR 26
(Regulations will be available for public distribution)

http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr26_main_02.tpl

Attachment 2
Organizational Chart



Attachment 3

DBE Directory

NOTE: A current **DBE** listing is available for public distribution, from the Kansas Department of Transportation at:

<http://www.ksdot.org/divadmin/civilrights/>

and

<http://www.ksdot.org/divAdmin/DBEConstruction/dbedir.aspx>

Attachment 4

Section 26.45: Overall DBE Three-Year Goal Methodology

Name of Recipient: City of Garden City

Goal Period: FY-2016-2017-2018 – October 1, 2015 through September 30, 2018

DOT-assisted contract amount:	FY-2016 - \$1,000,000
	FY-2017 - \$1,000,000
	FY-2018 - \$ 2,000,000
Total	\$4,000,000

DBE 3-Year Overall Goal: 4.56%

Total dollar amount to be expended on DBE's: \$182,400

Describe the Number and Type of Projects that the airport anticipates awarding:

Projects Fiscal Year #1

1. Airfield Pavement Improvements \$1,000,000

Projects Fiscal Year #2

1. Design Terminal Renovations, Access Road, Parking/Curbside Improvements \$1,000,000

Projects Fiscal Year #3

1. Construct Terminal Access Road, Parking lot and Curbside Improvements \$2,000,000

Market Area: Garden City Regional Airport's market area includes the following counties: Finney, Harvey, Ellsworth, Sedgwick, and any eligible DBE within 200 mile radius (Kansas).

Step 1. Analysis: Actual relative availability of DBEs

NAICS	Type of Work	Total DBE's	Total All Firms
23	Construction	4	132
48-484	Transportation	7	93
	Total	11	225

Divide the total number of DBE's by the total number of All Firms = 4.89%

Step 2. Analysis: Adjustment to Step 1 base figure.

After calculating a base figure of the relative availability of DBEs, evidence was examined to determine what adjustment (if any) was needed to the base figure in order to arrive at the overall goal.

Median of past 3 years accomplishments = 4.23%

To arrive at an overall goal, we added our Step 1 base figure with our Step 2 adjustment figure and then averaged the total arriving at an overall goal of 4.56%. We feel this adjusted goal figure will accurately reflect DBE participation that can be achieved for the type of project work being awarded during FY-16/17/18.

Further, there are no applicable disparity studies for the local market area or recent legal case information available from the State of Kansas to show any evidence of barriers to entry or competitiveness of DBEs in Garden City or Southwestern Kansas counties.

Breakout of Estimated Race Neutral (RN) and Race Conscious (RC) Participation. 26.51(b)(1-9)

The City of Garden City will meet the maximum feasible portion of its overall goal by using RN means of facilitating DBE participation.

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitates DBE, and other small businesses, participation;
2. Providing technical assistance and other services;
3. Ensuring distribution of DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors

The City of Garden City estimates that in meeting its overall goal 4.56%, it will obtain 4.56% from RN participation and 0% through RC measures.

The City of Garden City does not have a history of DBE participation or over-achievement of goals to reference and expects to obtain its DBE participation through the use of DBE contract goals or a conscious effort to obtain DBE participation. Therefore, we are applying the entire goal of 4.56% to race-neutral participation.

The City of Garden City will adjust the estimated breakout of RN and RC DBE participation as needed to reflect actual DBE participation (see Section 26.51(f)) and track and report RN and RC participation separately. For reporting purposes, RN DBE participation includes, but is not necessarily limited to, the following: DBE participation through a prime contract obtained through customary competitive

procurement procedures; DBE participation through a subcontract on a prime contract that does not carry a DBE goal, DBE participation on a prime contract exceeding a contract goal and DBE participation through a subcontract from a prime contractor that did not consider a firm's DBE status in making the award.

PUBLIC PARTICIPATION

Consultation: Section 26.45(g)(1).

The City of Garden City submits its overall 3-year goal to DOT on August 1 as required.

Before establishing the overall goal, the City of Garden City will consult with the Chamber of Commerce, Community Development Office, and KDOT, without limiting consultation to these persons or groups, to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the City of Garden City's efforts to establish a level playing field for the participation of DBEs

Following the consultation, we will publish a notice in the Garden City Telegram of the proposed overall goal, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at the airport administration building for 30 days following the date of the notice, and informing the public that the City of Garden City and DOT will accept comments on the goals for 45 days from the date of the notice. Normally, we will issue this notice by June 1 of each year. The notice must include addresses to which comments may be sent and addresses where the proposal may be reviewed.

Our overall goal submission to DOT will include a summary of information and comments received during this public participation process and our responses, if any.

Contract Goals

The City of Garden City will use contract goals to meet any portion of the overall goal that the recipient does not project being able to meet using RN means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of the recipient's overall goal that is not projected to be met through the use of RN means.

The City of Garden City will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. It need not establish a contract goal on every such contract, and the size of the contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work and availability of DBE's to perform the particular type of work).

We will express our contract goals as a percentage of the total amount of a DOT-assisted contract.

PUBLIC NOTICE

The City of Garden City – Garden City Regional Airport hereby announces its three-year overall goal for federal fiscal years 2016/2017/2018 of 4.56% for Disadvantaged Business Enterprise (DBE) participation on airport construction projects. The proposed goal and rationale are available for inspection between 8:00 a.m. and 5:00 p.m., Monday through Friday at the City Engineer’s Office, 301 N. 8th, Garden City, KS and at the Garden City Regional Airport Administration Office, 2225 S. Air Service Road, Garden City KS for 30 days from the date of this publication.

Comments on the DBE goal will be accepted for 45 days from the date of this publication and can be sent to the following:

- Rachelle Powell, C.M., Director of Aviation
Garden City Regional Airport
2225 S. Air Service Road, Suite 112
Garden City KS 67846

or

- *Patricia A. Wright, AWP-9*
Federal Aviation Administration
Office of Civil Rights Staff
P.O. Box 92007
Los Angeles, CA 90009-2007

Attachment 5

Demonstration of Good Faith Efforts – Forms 1 & 2

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of _____ % DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of _____%) is committed to a minimum of _____% DBE utilization on this contract and should submit documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No. _____

By _____
(Signature) Title

FORM 2: LETTER OF INTENT

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

.....

.....

.....

.....

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ _____.

Affirmation

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

By _____
(Signature) Title

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

ATTACHMENT 6

DBE Monitoring and Enforcement Mechanisms

The City of Garden City has available several remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:

1. Breach of contract action, pursuant to the terms of the contract;
2. Breach of contract action, pursuant to Kansas Codes

In addition, the Federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE problem, including, but not limited to, the following:

1. Suspension or debarment proceedings pursuant to 49 CFR Part 26
2. Enforcement action pursuant to 49 CFR Part 31
3. Prosecution pursuant to 18 USC 1001.

ATTACHMENT 7 SMALL BUSINESS ELEMENT

1. Objective/Strategies

On prime contracts not having DBE contract goals, requiring the prime contractor to provide subcontracting opportunities of a size that small businesses, including DBEs, can reasonably perform, rather than self-performing all the work involved.

Ensuring that a reasonable number of prime contracts are of a size that small businesses, including DBEs, can reasonably perform in order to meet the portion of the overall goal projected through race-neutral measures.

2. Definition

DBE firms are identified in the Small Business element of the recipient's DBE program as eligible for the program.

Size standard should be consistent with 49 CFR 26.5 and must be no larger than the Small Business Administration's size standards. DBE firms and small firms eligible for the program should be similarly sized to reduce competitive conflict between DBE and non-DBE firms. Personal Net Worth standards (optional) – should be consistent with 49 CFR Part 26 thresholds.

3. Verification

The City of Garden City will diligently attempt to minimize fraud and abuse in the SB element of its DBE program by verifying program eligibility of firms.

4. Monitoring/Record Keeping

The City of Garden City will monitor and record the information for counting purposes. The information will be organized within the documents required.

5. Implementation Timeline

The City of Garden City will implement the Small Business Element upon FAA's approval.

6. Assurance

The City of Garden City will

1. assure that the program is authorized under state law;
2. assure that certified DBEs that meet the size criteria established under the program are presumptively eligible to participate in the program;
3. assure that there are no geographic preferences or limitations imposed on any federally assisted procurement included in the program;
4. assure that there are no limits on the number of contracts awarded to firms participating in the program but that every effort will be made to avoid creating barriers to the use of new, emerging, or untried businesses; and
5. assure that steps will be taken to encourage those minority and women owned firms that are eligible for DBE certification to become certified.
6. assure that the program is open to small businesses regardless of their location (i.e., that there is no local or other geographic preference).

New Business

MEMORANDUM

TO: Janet A. Doll, Mayor
J. Christopher Law, City Commissioner
Roy Cessna, City Commissioner
Melvin L. Dale, City Commissioner
Dan Fankhauser, City Commissioner
Matthew C. Allen, City Manager

FROM: Randall D. Grisell

DATE: October 19, 2015

RE: Amendment to Meadowlark Dairy Nutrition, LLC Agreements
First Amendment to Lease with Option to Purchase
First Amendment to Flatland Project Development Agreement

In August 2015, the Governing Body approved a Lease with Option to Purchase and a Flatland Project Development Agreement between the City of Garden City, Kansas, and Meadowlark Dairy Nutrition, LLC. Since the date of approval, the legal description applicable to the real property which is the subject of the development agreement and lease has changed as a result of the plat which has been approved by the Governing Body. Therefore, both agreements were amended to reflect a new legal description. Further, the correct date of the agreements is included in the amended documents. In addition, information pertaining to the Developer Representative was completed with the name of the representative. Finally, Exhibits B and C which were blank, have been completed to reflect customary closing costs and the title policy which has been issued for the real property. Accordingly, the Developer/Tenant is requesting that the Governing Body approve the First Amendment to Flatland Project Development Agreement and First Amendment to Lease with Option to Purchase.

I recommend that both amendments be approved by the Governing Body.

FIRST AMENDMENT TO FLATLAND PROJECT DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO THE FLATLAND PROJECT DEVELOPMENT AGREEMENT (this "Amendment") is effective as of October __, 2015 (the "Effective Date"), by and between the City of Garden City, Kansas, a municipal corporation organized according to Kansas Law ("City") and Meadowlark Dairy Nutrition, LLC, a Delaware limited liability company ("Developer").

RECITALS

WHEREAS, City and Developer entered into that certain Flatland Project Development Agreement dated as of August 14, 2015 (the "Agreement"), for the purpose of redeveloping approximately 156.1 acres located on the east side of the US-83 between the BNSF Railroad and the Arkansas River, Garden City, Kansas; and

WHEREAS, City and Developer now wish to enter into this Amendment to amend the legal description of the Premises, the effective date and the Developer Representative definition as more particularly provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, City and Developer agree as follows:

1. Incorporation and Definitions. This Amendment incorporates all of the terms and conditions from the Agreement to the extent they are not amended, modified, or superseded by this Amendment. Capitalized terms in this Amendment shall have the meanings ascribed to those terms in the Agreement unless otherwise defined herein or the context otherwise dictates.

2. Legal Description. The legal description on Exhibit "A" of the Agreement is hereby deleted in its entirety and replaced with the following:

LOT 1, BLOCK 1, AND LOT 1, BLOCK 2, MEADOWLARK ADDITION TO THE CITY OF GARDEN CITY, KANSAS, LOCATED IN SECTION 21, TOWNSHIP 24 SOUTH, RANGE 32 WEST OF THE 6TH P.M., FINNEY COUNTY, KANSAS.

3. Date. The introductory paragraph of the Agreement is hereby amended as necessary to provide that the Agreement was made and entered into on the 14th day of August, 2015.

4. Developer Representative. Section 1.2 of the Agreement is hereby amended as necessary to provide that "Developer Representative" means Alan McEntee or such other person

or persons designated by Developer to act on behalf of the Developer in matters relating to this Agreement.

5. Ratification. Except as modified by this Amendment, and notwithstanding anything to the contrary in the Agreement, the parties ratify all the terms and conditions set forth in the Agreement and acknowledge that the Agreement is in full force and effect, there are no existing defaults thereunder, and the Agreement is binding on the parties thereto.

6. Successors and Assigns. This Amendment is binding on the parties hereto and their respective successors and assigns.

7. Counterparts. This Amendment may be executed in separate counterparts, which when taken together, shall constitute one and the same binding agreement. Any signature delivered by facsimile or electronic transmission shall have the same effect as an original signature hereto.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the day and year first above written.

CITY:

CITY OF GARDEN CITY, KANSAS, a municipal corporation organized according to Kansas law

By: _____
Name: _____
Its: _____

DEVELOPER:

MEADOWLARK DAIRY NUTRITION, LLC, a Delaware limited liability company

By: Dairy Farmers of America, Inc., its Manager

By: _____
Name: Gregory I. Wickham
Title: Chief Financial Officer

FIRST AMENDMENT TO LEASE WITH OPTION TO PURCHASE

THIS FIRST AMENDMENT TO LEASE WITH OPTION TO PURCHASE (this "Amendment") is made effective as of October ____, 2015 (the "Effective Date"), by and between the City of Garden City, Kansas, a municipal corporation organized according to Kansas Law ("Landlord") and Meadowlark Dairy Nutrition, LLC, a Delaware limited liability company ("Tenant").

RECITALS

WHEREAS, Landlord and Tenant entered into that certain Lease with Option to Purchase dated as of August 14, 2015 (the "Lease"); and

WHEREAS, Landlord and Tenant now wish to enter into this Amendment to amend the legal description of the Premises, the execution date, the costs of Closing, and the Title Policy as more particularly provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Incorporation and Definitions. This Amendment incorporates all of the terms and conditions from the Lease to the extent they are not amended, modified, or superseded by this Amendment. Capitalized terms in this Amendment shall have the meanings ascribed to those terms in the Lease unless otherwise defined herein or the context otherwise dictates.

2. Legal Description. The legal description on **Exhibit "A"** of the Lease is hereby deleted in its entirety and replaced with the following:

LOT 1, BLOCK 1, AND LOT 1, BLOCK 2, MEADOWLARK ADDITION TO
THE CITY OF GARDEN CITY, KANSAS, LOCATED IN SECTION 21,
TOWNSHIP 24 SOUTH, RANGE 32 WEST OF THE 6TH P.M., FINNEY
COUNTY, KANSAS.

3. Date. The introductory paragraph of the Lease is hereby amended as necessary to provide that the Lease is made as of the 14th day of August, 2015.

4. Costs of Closing. **Exhibit "B"** of the Lease is hereby amended to provide that the Costs of Closing will be paid in accordance with local customs.

5. Title Policy. **Exhibit "C"** of the Lease is hereby amended to include the title policy listed on Exhibit 1 attached hereto and incorporated by reference.

6. Ratification. Except as modified by this Amendment, and notwithstanding anything to the contrary in the Lease, the parties ratify all the terms and conditions set forth in the Lease and acknowledge that the Lease is in full force and effect, there are no existing defaults thereunder, and the Lease is binding on the parties thereto.

7. Successors and Assigns. This Amending is binding on the parties hereto and their respective successors and assigns.

8. Counterparts. This Amendment may be executed in separate counterparts, each of which, when taken together, shall constitute one and the same binding agreement. Any signature delivered by facsimile or electronic transmission shall be deemed to have the same effect as an original signature hereto.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the day and year first above written.

LANDLORD:

CITY OF GARDEN CITY, KANSAS, a municipal corporation organized according to Kansas law

By: _____
Name: _____
Its: _____

TENANT:

MEADOWLARK DAIRY NUTRITION, LLC, a Delaware limited liability company

By: Dairy Farmers of America, Inc., its Manager

By: _____
Name: Gregory I. Wickham
Title: Chief Financial Officer

EXHIBIT 1



Memo

To: City Commission
From: Kaleb Kentner
CC: File
Date: October 20, 2015
Re: Hutton Construction Application for Downtown Development Fund

ISSUE: Consideration of Hutton Construction's application for the Downtown Development Fund

BACKGROUND: Hutton Construction has submitted an application for the Downtown Development Fund for the renovations of their future office located at 116 E Laurel in the Downtown District. The application is for the 80% reimbursement of the project's construction costs. The Hutton Construction renovation is estimated to be \$300,000. The applicant is not requesting reimbursement for any professional fees. The application submittal has been attached for the Commission's review.

The project is to include full interior renovations, new electrical and HVAC systems, reroof, new exterior aluminum doors and windows and refinishing of the exterior of the building.

The application is being presented to the City Commission because the estimated construction costs exceed \$50,000.

This project will complete the renovations in all buildings located within this half of the block. The project is in compliance with the Downtown Master Plan and the Garden City Zoning Regulations.

ALTERNATIVES: The Governing Body may:

1. Approve the requested application for the Downtown Development Fund.
2. Deny the requested application for the Downtown Development Fund.

RECOMMENDATION:
Staff recommends approval.

FISCAL NOTE: 80% of \$300,000 is **\$240,000** and would use **96%** of the total \$250,000 budgeted for the Downtown Development Fund.

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

INSPECTIONS
620-276-1120
inspection@garden-city.org

CODE COMPLIANCE
620-276-1120
code@garden-city.org

**PLANNING AND
ZONING**
620-276-1170
planning@garden-city.org

CITY ADMINISTRATIVE
CENTER
301 N. 8TH
P.O. BOX 998
GARDEN CITY, KS
67846-0998
PH 620.276.1170
FAX 620.276.1173
www.garden-city.org



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DEVELOPMENT
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FINNEY COUNTY
620-276-1170

INSPECTIONS
620-276-1120
inspection@garden-city.org

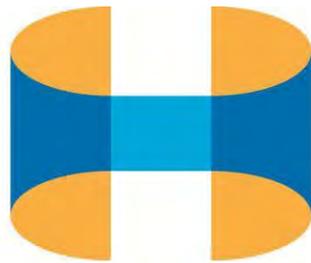
CODE COMPLIANCE
620-276-1120
code@garden-city.org

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ZONING**
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FAX 620.276.1173
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**Application for City of
Garden City
Downtown
Development Fund**



HUTTON
CONSTRUCTION



10-13-15

Mr. Kaleb Kentner
Planning and Community Development Director
City Administration Center
Garden City, Kansas

Attached is Hutton Construction's application for the Garden City Downtown Development Fund. In this application you will find a copy of the Deed, receipt of paid property taxes, building permit, a copy of our City approved project plans, as well as an interior and exterior rendering of the building. This application is for the 80% reimbursement of the project's construction costs which we estimate to be \$300,000. We are not requesting reimbursement for any professional fees in this application.

The scope of this project is to include full interior renovations, new electrical and HVAC systems, reroof, new exterior aluminum doors and windows and refinishing of the exterior of the property located at 116 East Laurel.

By completing this project Hutton Construction will be relocation our business office into the Downtown District and thus bringing four full time employees Downtown, as well as give us the much needed room to grow our staff in the future.

We at Hutton Construction believe in the viability and importance of Garden City's Downtown district and are excited to call it our home. Thank you to you and the City Commission in your consideration of our application. If you have any questions regarding this application please feel free to contact me at 620-290-0820 or via email at afahrmeier@huttonconstruction.com.

Respectfully Submitted,

Andy Fahrmeier
Division Manager
Hutton Construction



GARDEN CITY

City of Garden City, Kansas

APPLICATION FOR DOWNTOWN DEVELOPMENT FUND

RESOLUTION: _____

FILED: _____

PLEASE PRINT OR TYPE

OWNER'S NAME
116 E. Laurel, LLC

OWNER'S MAILING ADDRESS
2229 S. West Street
Wichita, KS 67213

PHONE NUMBERS

HOME
Cell 316-833-2565

WORK
316-942-8855

PROPERTY ADDRESS

116 E. Laurel
Garden City, KS 67846

EMAIL bhutton@huttonconstruction.com or afahrmeier@huttonconstruction.com

PROPERTY IDENTIFICATION INFORMATION

(Parcel ID number and Legal description are documented on your tax statement or call the County Clerk's Office)

1 COPY OF DEED 1 RECEIPT OF PAID TAXES

LEGAL DESCRIPTION

see attached

Use additional sheets if necessary

PARCEL IDENTIFICATION NUMBER CCAMA

028-274-18-0-40-07-001.01-0-00

PROPERTY IMPROVEMENTS

PLEASE CHECK ALL THAT APPLY

Environmental Remediation Trade Renovation Interior Remodel Efficiency Upgrades

2nd Story Residential/ Commercial Development Demolition Expense

IS PROPERTY LISTED ON HISTORIC REGISTRY OR LOCATED WITHIN A HISTORIC DISTRICT BOUNDARY?

No

Yes (must attach proof of historic registration)

PROPOSED PROPERTY IMPROVEMENTS

IMPROVEMENT DESCRIPTION

(Please be specific and Use additional sheets if necessary) Total interior renovation including HVAC/plumbing, electrical and finishes. Building permit #B15-000743

IMPROVEMENT (cost estimates) \$ 300,000

PROJECTED CONSTRUCTION SCHEDULE

10, 12, 2015

12, 31, 2015

START DATE

FINISH DATE

10, 13, 2015

PROPERTY OWNER / APPLICANTS SIGNATURE

DATE

APPROVALS:

Community Development Date of Approval _____

Finance Director Date of Approval _____

Garden City, Kansas

APPLICATION FOR DOWNTOWN DEVELOPMENT FUND

116 E. Laurel, LLC

Supplemental Page

LEGAL DESCRIPTION:

The West Sixty Three Feet (W. 63') of Lot Thirteen (13) and the West Sixty Nine Feet (W. 69') of Lot Fourteen (14), Block Nine (9) of Original Plat, Garden City, Finney County, Kansas;

EXCEPT the East Six Feet (E. 6') of the North Eighteen Feet Four Inches (18'4") of the West Sixty Nine Feet (W. 69') and EXCEPT the East Three Feet Nine Inches (E. 3'9") of the center One Foot Nine Inches (Center 1'9"), starting Eighteen Feet and Four Inches (18'4") from the North of the West Sixty Nine Feet (W. 69'); and EXCEPT the East Eight Feet (E. 8') from the South Ten Feet Four Inches (S. 10'4") of the West Sixty Nine Feet (W. 69').

Piled By
First American Title
417 N. 8th
Garden City, KS 67846
620-275-7441

Entirety in Transferred In my office this
12/17/2014 A.D., 2014

WJA

Finney County Clerk

**JDATAENTRY
/DINDEX**

State of Kansas, Finney County SS.
This instrument was **filed** for Record
12/17/2014 at 03:01PM
& recorded in Book 0318 on Page 315
Fees: \$12.00

IDr

FINNEY COUNTY REGISTER OF DEEDS

KANSAS WARRANTY DEED



Grantor(s): E & M Rentals LLC

Grantee(s): 116 E.laurel,LIC

Grantee(s) mailing **address**:-----'

In consideration of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor(s) GRANT,BARGAIN,SELL,CONVEY AND WARRANT to Grantee(s), the following described premises, to wit:

The West Sixty Three Feet (W.63') of Lot Thirteen (13) and the West Sixty Nine Feet (W. 69') of Lot Fourteen (14},Block Nine (9} of Original Plat,Garden City,Finney County,Kansas;
EXCEPT the East Six Feet (E. 6') of the North Eighteen Feet Four Inches (18'4") of the West Sixty Nine Feet (W.69') and EXCEPT the East Three Feet Nine Inches (E.3'9") of the center One Foot Nine Inches (Center 1'9"), starting Eighteen Feet and Four Inches (18'4" from the North of the West Sixty Nine Feet (W.69');and EXCEPT the East Eight Feet (E.8') of the South Ten Feet Four Inches (S. 10'4") of the West Sixty Nine Feet (W. 69').

Subject to all easements, restrictions, reservations and covenants,if any,now of record

The Grantor(s) hereby covenanting that the Grantor(s), their successors and assigns, will WARRANT AND DEFEND the title to the premises unto the Grantee(s), their successors and assigns,against the lawful claims of all persons whomsoever, excepting however the general taxes for the current calendar year and thereafter,and the special taxes becoming a lien after the date of this deed.

Tax Year: 2014

Stmnt:6352 Type: REAL ESTATE Parcel ID: 028-274-18-0-40-07-001.01-0-00

Property Address:

116 E LAUREL

GARDEN CITY 67846

View Appraisal Information

Legal Description:

ORIGINAL PLAT BLK 9 & SUB
BLK9---309

, BLOCK 09 LOT 13 - 14, TR IN LOTS
13

& 14BEG NW COR LOT 13 TtJ SWLY
100' T

HSELY 61' THNELY 10.4' TH SELY
8'TH

T/U: 001-CITY City/Twp: GARDEN CITY Sub Div: ORIGINAL PLAT BLK 9 & SUB
BLK9 USD:457

Levy: 145.971 Sec: 18 Twp: 24 Rng: 32W Lot: 13-14 Blk: 09

General Tax: \$2,234.09

Specials: 1,936.16

Total Tax: 4,170.25

Rec To-Dt: 4,170.25

Balance: 0.00

Int-To-Dt (As of
10/12/2015): 0.00

Fees: 0.00

Total Due: \$0.00

Owner Information:

E & M RENTALS LLC

1502 HARDING AVE

GARDEN CITY KS 67846-4700

pd in field

Receipt Information

Type	Receipt Number	Date	Tax	Int/Fee
CUR •	06 1616	12117/2014	4,170.25	0.00



INSPECTIONS: PH 620-276 1120 FAX:620-276-1173
 WEB: gardencity.org
 301 N. 8th, P.O.BOX 998 Garden City, KS 67846

BUILDING PERMIT

Permit#:B16-000743
 Issue Date:10/09/2015

Location:Garden City

Job Site Information:
 116 East LAUREL
 GARDEN CITY, KS 67846

Property Owner:
 116 E LAUREL LLC
 2229 S WEST ST
 WICHITA KS 67213-1113

Applicant Information:
 116 E LAUREL LLC

Subdivision:
 Legal Description:
 Zoning District:
 Description of Work: INTERIOR REMODEL OFFICE

Contractor Information
 General Contractor:HUTTON CONSTRUCTION CORP
 Electrical:
 Mechanical:
 Plumbing:

License#:
 15-5011

..NOTICE TO OWNERS WORKING ON THEIR OWN PROJECTS*..

An owner may take out permits to build a house in which they reside. The owner may build the structure and do his own plumbing, wiring and heating and air, providing they have taken out proper permits for each of the above and each is properly inspected and approved. The owner may hire a laborer, however if the owner employs a carpenter, plumber, electrician or mechanical(heating & air) installer, the hired individual shall be a contractor, licensed and bonded by the City of Garden City. Non-licensed help cannot be utilized. I, the undersigned have read this notice and its requirements and I signify that I intend to do my own work in each of the building areas for which I have obtained permits and that any assistance which I may require in these areas will be provided by a licensed and bonded contractor. I am aware, that should I utilize any non-licensed help with the exception of general laborers, that this shall be grounds for immediate revocation of the building permit.

Building Permit Information: Work to begin: and to be completed:

Floor Area: sqft	Total Site Area	Valuation: \$0.00
Living Space: sqft	sqft: 2600	
Basement: sqft	acres:	Water Pipe Diameter:
Finished:	Lot Coverage:	Electric Meter:
Rough In:	Total Area:	Waste:
	#Bathrooms:	
Garage: sqft	#Bedrooms:	
Decks: sqft	Total# Rooms:	
Porches: sqft		

I HEREBY AFFIRM THE ABOVE STATEMENTS ARE TRUE AND CORRECT AND ALSO AGREE TO COMPLY WITH ALL APPLICABLE PROVISIONS OF CHAPTER 18, BUILDINGS REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY AND OTHER APPLICABLE REGULATIONS AND LAWS THAT MAY APPLY.

I HEREBY UNDERSTAND THAT THERE WILL BE A FINE FOR VIOLATIONS.

Buildlog Official

Date: October 09, 2015

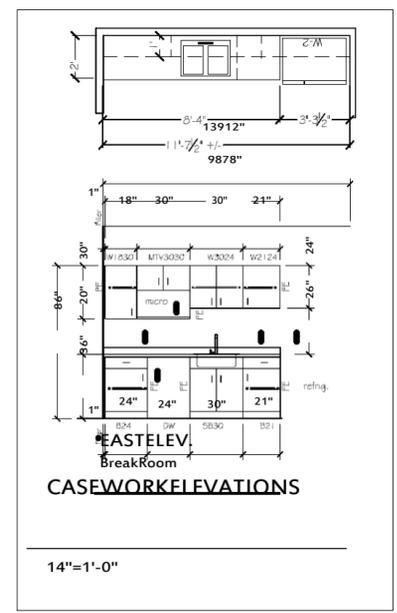
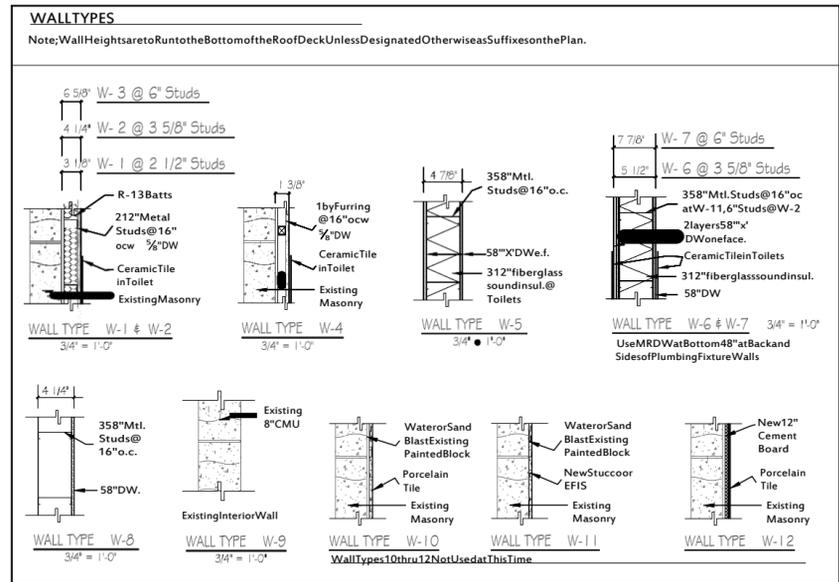
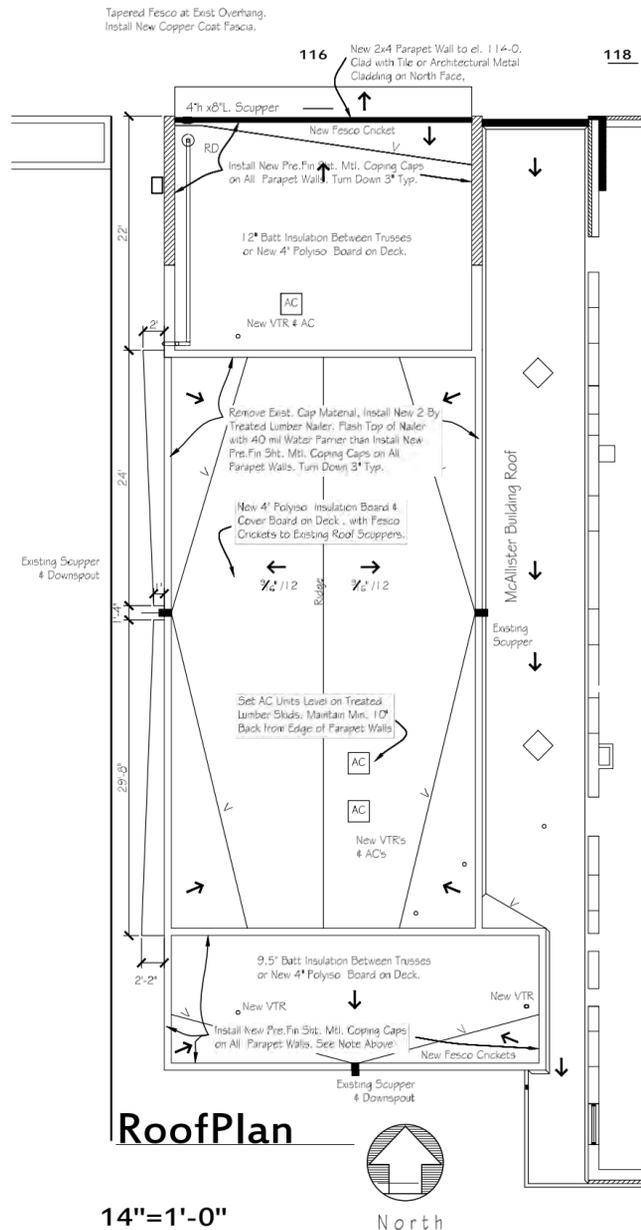
PERMISSION HAS BEEN GRANTED TO PERFORM THE WORK INCLUDED IN THIS APPLICATION. THIS PERMIT SHALL NOT BE CONSTRUED TO PERMIT ANY VIOLATION OF APPLICABLE LAWS, REGULATIONS, ORDINANCES, AND CODES. CONSTRUCTION MUST BE STARTED WITHIN 180 DAYS AND WORK SHALL NOT BE SUSPENDED FOR MORE THAN 160 DAYS OR THIS PERMIT SHALL BE NULL AND VOID.

Office Use Only...

Receipt #: 10239

Amount Paid: 0.00

Amount Due: 0.00

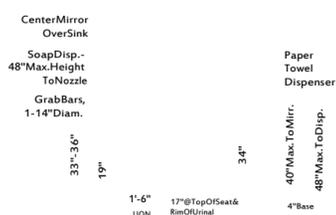


SPECIFICATIONS AND GENERAL NOTES

GENERAL
The General Contractor and all Sub-Contractors shall be familiar with and comply to the intent and requirements of all Code and ADAAG requirements. Should specific references standard conflict with the Contract Documents, request clarification from Architect Engineer before proceeding.
Verify all openings through floors, walls and roof with mechanical and electrical equipment. Do not cut or modify structural elements.
Protect all finishes, materials, equipment, etc. during construction as required and repair or replace any that are damaged as directed by and to the satisfaction of the Architect.
All rubble, debris, trash, etc. shall be removed from the site and disposed of properly.
The Contractor shall be responsible for providing and erecting barricades and warning signs as required for maintaining public safety.
Caulk and seal all adjacent conditions such as joints, flashing, dissimilar materials, etc. as required to provide a Neat and Water-tight installation.

DRAWINGS
Do not scale drawings. Work from Plans and Detail dimensions or from existing conditions. In case of questions or discrepancy, contact Architect. Drawings are diagrammatic in character.
The Contractor and Subcontractors will need to refer to existing conditions for materials and details not found on the Architect's drawings, and shall ask for clarification from the Architect when the intended result is unclear.

FINISHES
Owner to select all finishes, doors, frames, casework and fixtures.



Remodeled Floor Plan.
North 18"=1'-0"

OWNER
HUTTON CONSTRUCTION
1507 FULTON CENTER, GARDEN CITY, KS 67211
PROJECT CONTACT: ANDY FAHRMEIER
PHONE: 620.276.3930 FAX: 276.3213
E-MAIL: AFahrmeier@huttonconstruction.com

ARCHITECT
THE ARCHITECT
305 N. MAIN, GARDEN CITY, KS 67846
PHONE: 620.271.0852; FAX: 271.0854
E-MAIL: thearchitect@gcnet.com
PROJECT ARCHITECT: BRUCE GLASS

ELECTRICAL ENGINEER
INTEGRATED CONSULTING ENGINEERS
3495 HYDRAULIC WICHITA, KS 67211
P: 316-264-3588; F: 316-264-3948
E-MAIL: drose@iconengineers.net
PROJECT ENGINEER: DREW ROSE, P.E.

MECHANICAL ENGINEER
HUTTON CONSTRUCTION
2229 S. WEST ST., WICHITA, KS 67213
PROJECT CONTACT: DAVE HUGES
PHONE: 316.942.8855 FAX: 316-942.8881
E-MAIL: DHuges@huttonconstruction.com

CODE COMPLIANCE INFORMATION

PROJECT CERTIFICATION
I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE PLANS SUBMITTED COMPLY WITH THE FOLLOWING REQUIREMENT:

2009 INTERNATIONAL BUILDING CODE (IBC), MECHANICAL CODE (IMC), & PLUMBING CODE (IPC)
2008 NATIONAL ELECTRICAL CODE (NFPA-70)
2010 AMERICANS WITH DISABILITIES ACT (ADAAG)

DESIGN CONSULTANT:
BRUCE GLASS, [Signature] Date: _____

PROJECT INFORMATION

1.) TYPE OF CONSTRUCTION: Existing Type V-N, B Occupancy.
AREA OF BUILDING: 2,775 SF
ALLOWABLE AREA (B-Occupancy): 9,000 SF.
2 HOUR WALL BETWEEN BUILDING TO EAST WITH AN EXISTING MASONRY PARAPET BETWEEN THE ROOFS...

2.) OCCUPANTS: THE BUILDING WILL BE OCCUPIED BY HUTTON CONSTRUCTION'S GARDEN CITY OFFICE AS BUSINESS PROFESSIONALS. THE OCCUPANT LOAD BY SQ. FEET IS ROUGHLY 2,775 GROSS SQ. FEET OF OFFICE @ 100 SF. PER PERSON = 28 PERSONS.

3.) ADDRESS: 116 E. LAUREL, GARDEN CITY, KANSAS 67846.

4.) LOCAL FIRE AUTHORITY: GARDEN CITY FIRE DEPT.

5.) LOCAL INSPECTION: CITY OF GARDEN CITY INSPECTIONS

6.) HANDICAPPED: PARKING, WALKS, INGRESS, TOILETS, SIGNAGE, HARDWARE & DEVICES.

7.) MUNICIPAL WATER AND SEWAGE

8.) FIRE SAFETY: EXIT LIGHTS, EMERGENCY LIGHTS, FIRE EXTINGUISHERS,

9.) HVAC: FORCED AIR HEAT & AC

10.) FUEL: NATURAL GAS

11.) EXIT WIDTH: ALL DOORS, UNLESS OTHERWISE INDICATED, ARE 36" WIDE, WITH A CLEAR OPENING WIDTH OF AT LEAST 34". (34" - 2" = 17" OCCUPANTS PER DOOR).

IF IN DOUBT - ASK !

JOB NUMBER
215.001

TITLE
Floor Plan Code Compliance Plan

SCALE:
SQ. FT.:

SHEET NUMBER
A1.1
1 of 1

NEW OFFICES FOR
HUTTON CONSTRUCTION
116 E. LAUREL
GARDEN CITY, KANSAS 67846

DATE 5-8-15
DRAWN BY BG
REVISIONS

118

315

F.F.EI100-0
DW Soffits at 109'-0"

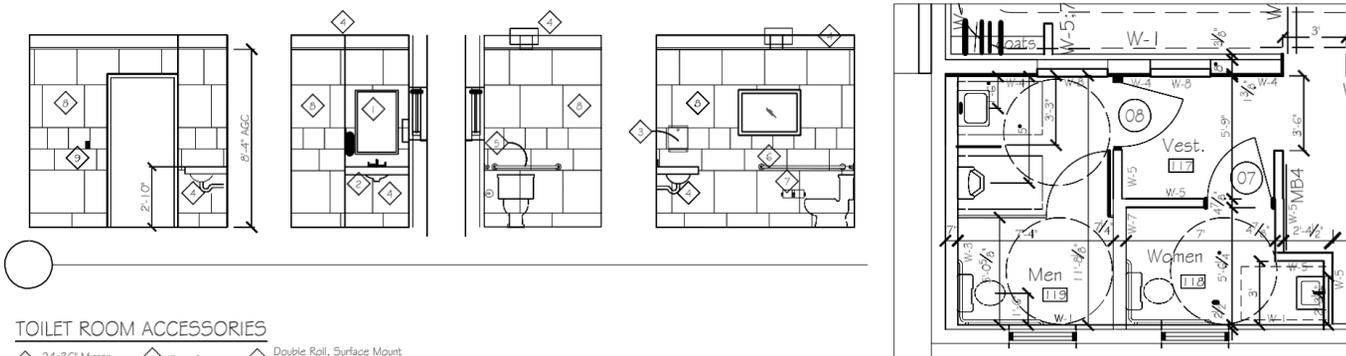
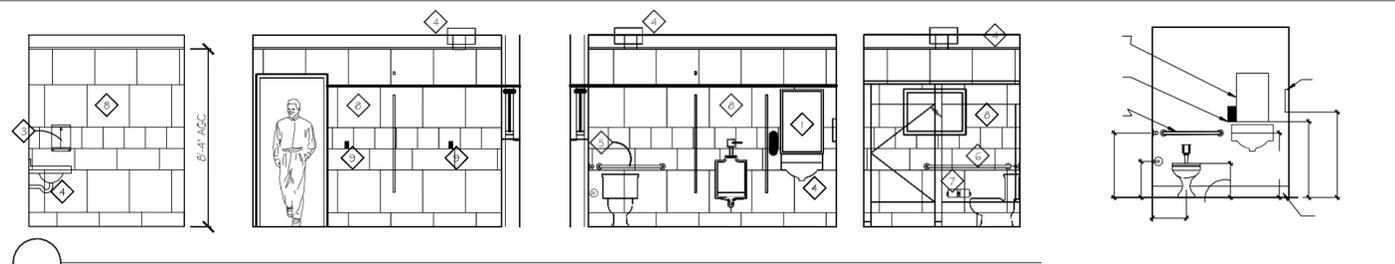
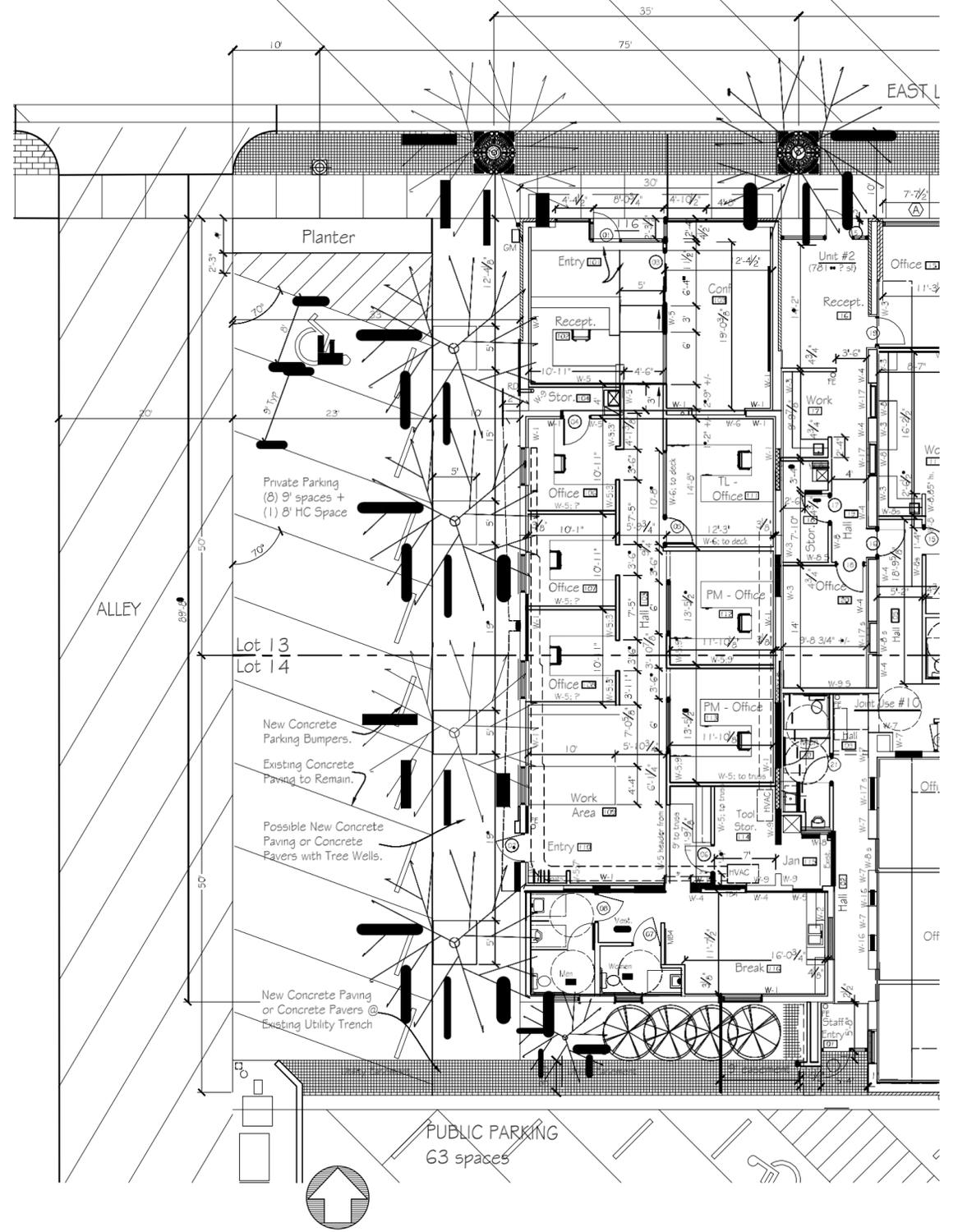
Ramp Dn.

Build Landing Mid Way Btw. Ramps. EI.100-3

Ramp Dn.

F.F.EI100-6

14"=1'-0"



TOILET ROOM ACCESSORIES

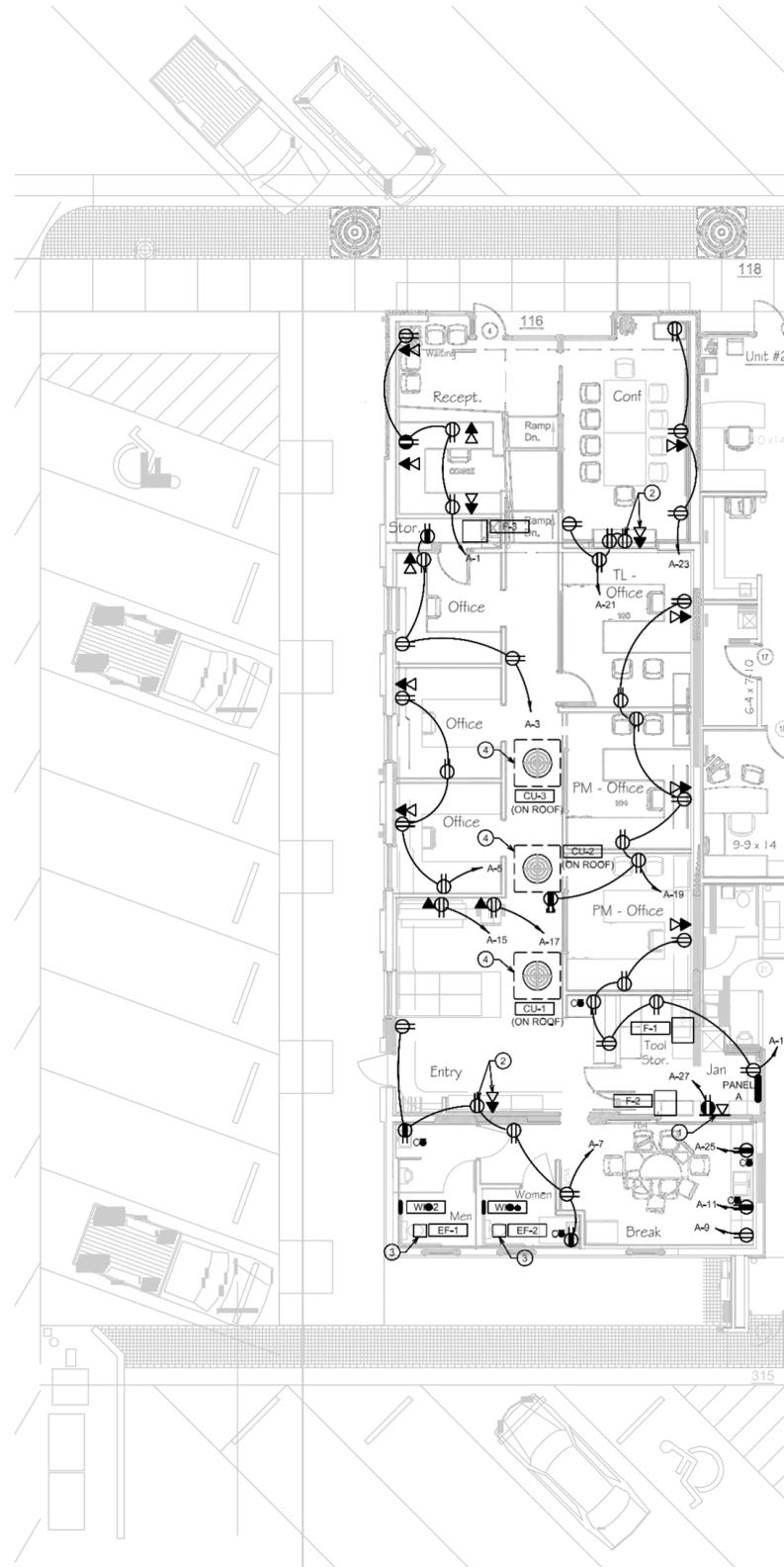
- ◇ 24x36" Mirror
- ◇ Pipe Cover
- ◇ Double Roll, Surface Mount Toilet Tissue Dispenser
- ◇ HC Vanity
- ◇ 36" Grab Bar
- ◇ Ceramic Tile, Tile Type, Size, Extents and Color by Owner.
- ◇ Elec Hand Dryer or Paper Towels
- ◇ 48" Grab Bar
- ◇ Occupancy Sensor for Lights and Exhaust Fan, Set @ 10 min.

The Drawings, Specifications, and other Documents presented by the Architect for the Project are instruments of the Architect's Service for the use solely with respect to the Project. The Architect shall be deemed to have no liability for any errors or omissions in the Drawings, Specifications, and other Documents, including copyright.

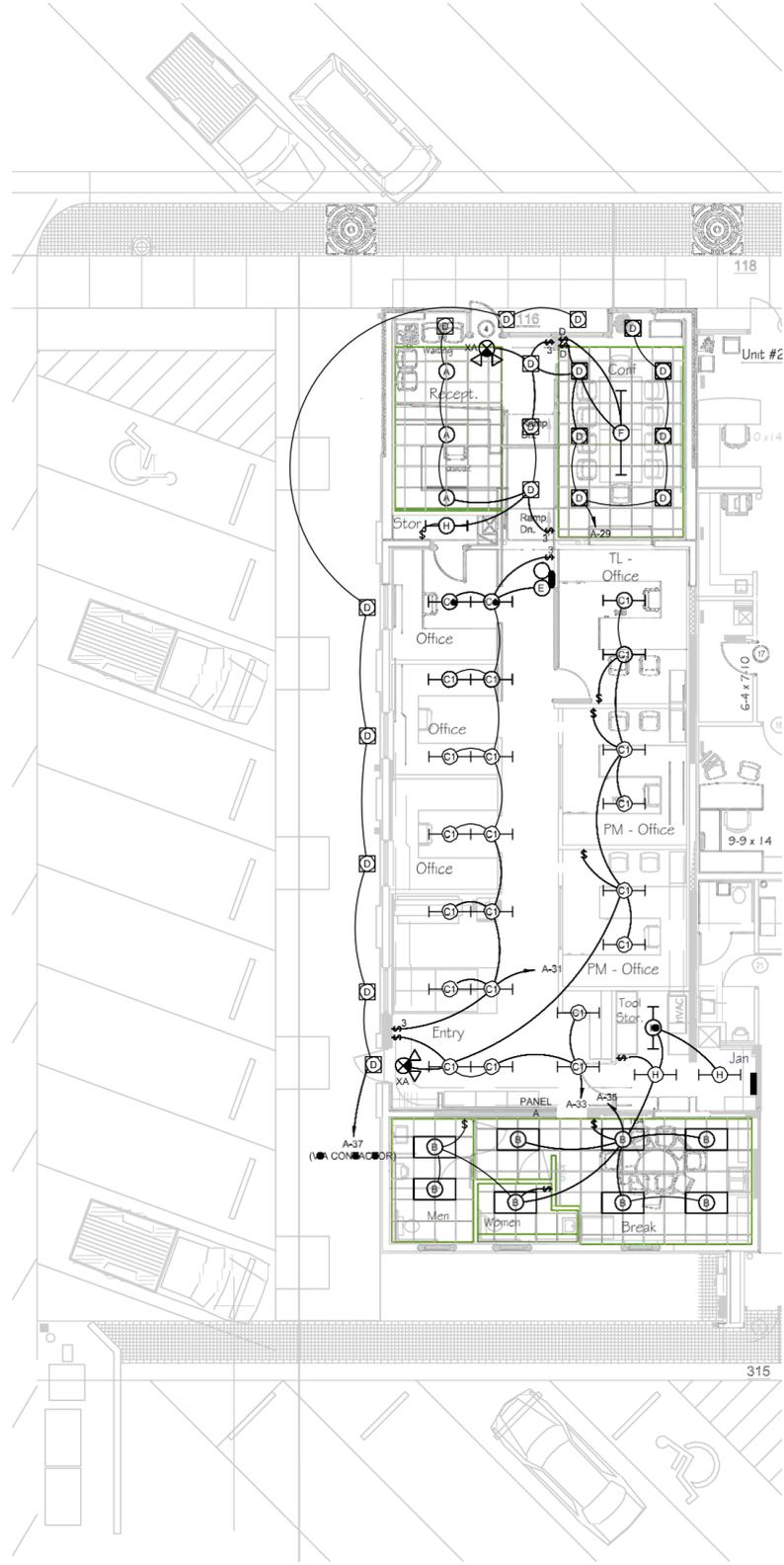
THE ARCHITECT
 BRUCE GLASS, AIA
 307 NORTH MAIN STREET • GARDEN CITY, KS 67846
 PHONE (620) 271-0857 • FAX (620) 271-0854
 E-MAIL: thearchitect@gsnet.com



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A FLOOR PLAN - POWER
SCALE: 1/8" = 1'-0"
NORTH



B FLOOR PLAN - LIGHTING
SCALE: 1/8" = 1'-0"
NORTH

GENERAL NOTES:

1. ALL CIRCUITS SHOWN ON DRAWINGS SHALL BE 20A, 120V (1-PHASE) 120/240V (2-PHASE) AND (1) 20A 0.5" CONDUIT U.O.N.
2. LABEL ALL SNAP SWITCH COVERPLATES WITH THE PANEL AND CIRCUIT NUMBER.
3. REFER TO RELATED ARCHITECTURAL DRAWINGS FOR RELATED INFORMATION.
4. REFER TO THE SPECIFICATIONS FOR DATA ON THE DRAWINGS.
5. WALL MOUNTING HEIGHTS TO CENTERLINE OF DEVICE UNLESS OTHERWISE NOTED.
6. A GROUND CONDUCTOR SIZED PER N.E.C. ARTICLE 250 IS REQUIRED ON ALL POWER, RECEPTACLE, AND LIGHTING CIRCUITS. GROUND CONDUCTORS ARE NOT SHOWN ON DRAWINGS.

PLAN NOTES:

1. TELEPHONE TERMINAL BOARD. REFER TO SPECIFICATIONS FOR MORE INFORMATION.
2. COORDINATE MOUNTING HEIGHTS OF RECEPTACLE AND DATA BOX FOR FLAT PANEL WITH OWNER PROVIDED ROUGH-IN.
3. EXHAUST FAN TO BE CONTROLLED WITH SNAP SWITCH AS ASSIGNED IN ROOM. CONTRACTOR TO COORDINATE EXACT REQUIREMENTS FROM INSTALLATION.
4. COORDINATE LOCATION OF CONDENSING UNITS WITH MECHANICAL CONTRACTOR.

The Drawings, Specifications, and other Documents prepared by the Architect for the project are instruments of the Architect's service for the use solely with respect to this Project. The Architect shall be deemed the Author of these Documents and shall retain all common law and copyright rights including copyright.

THE ARCHITECT
BRUCE GLASS, AIA
305 NORTH MAIN STREET • GARDEN CITY, KS 67846
PHONE: (620) 274-8152 • FAX: (620) 274-8154
EMAIL: thearchitect@gsa.com



DATE: 05/15/2015
DRAWN BY:
REVISIONS:

NEW OFFICES FOR
HUTTON CONSTRUCTION
116 E. LAUREL
GARDEN CITY, KANSAS 67846

IF IN DOUBT-ASK!	JOB NUMBER	215.001
	TITLE	FLOOR PLAN - POWER & LIGHTING
	SHEET NUMBER	E2.1

PAR 16 - CONNECT SWITCHES

16.01 The Contractor shall furnish and install and operate, non fused and/or fused (with 200 A rejection features), heavy duty, housewired, disconnect switches at locations indicated on the drawings or required by code. Disconnect switches shall be the same manufacturer as the disconnect equipment.

16.02 Disconnect switches shall be used except for disconnect switches that have a minimum protection at point of use.

16.03 Provide dead front type for disconnects on connections on grade when so required by code.

16.04 Used disconnect switches shall have a minimum rating of 100,000 AIC, with fuses or circuit breakers unless noted otherwise on the drawings.

16.05 Disconnect switches shall be provided with grounding lugs.

PAR 17 - FUSES

17.01 Cartridge type fuses or proper size as required shall be furnished and installed on all lines and panelboards throughout, and an additional supply of three (3) spare fuses of each size shall be furnished in each package to the Owner. Furnish a NEMA enclosure with fuse rack and fuse support type SF for fuses for equipment fuses and fuse adjacent to main service equipment. Fuses for motor and mechanical equipment shall be sized from the nameplate data per N.E.C. requirements.

17.02 Fuses shall be manufactured by Busmann Mfg. Co., Goodhue & Co., Littelfuse or approved. Primary Engineer, Fuse types shall be as follows:

Service and Distribution Feeder Protection:

Busman	Goof
Busman	Shawmut

601 amps and larger

KRP-CR	WLPK	ABQ
Busman	Shawmut	Goof

500 volts and less

LLN-RK	LLN-RK	AZD-R
250 volts and less (as RK1)	LLS-RK	AID-R
600 volts and less (as RK1)		

Motors and Primary Feeders for Transformers:

500 volts and less

FRNR	FLNR	TR-R
(as RK5)		

600 volts and less

FRS-R	FLS-R	TRS-R
(as RK5)		

17.03 Class B fuses shall not be accepted, unless they are a part of manufacturer's assembly or approved by the Engineer. Class B fuses may be used as alternate to Class R fuses listed above.

17.04 Fuses shall be on project schedule by one manufacturer only. (Do not alternate manufacturers)

PAR 18 - EQUIPMENT CONNECTIONS

18.01 For 120 volt motors 1/2 hp and less, 15 amperes and less, Contractor shall furnish a Busmann "SRY" box cover for use for motor and "SSN" box cover for use for outdoor applications, or equivalent Perfect-A-Line, with fuses and fuse tags and fuses for motors 1/2 HP-120V, and less. Fuses for cord and plug equipment with fuses 15 amperes and less shall be Busmann "SRY" box cover only, or equivalent Perfect-A-Line, with fuses and fuse tags. Mount fuses in bags of equipment unless wherever possible. Fuses for motors shall be sized based upon 125% of manufacturer's nameplate full load amperage unless otherwise indicated on drawings.

18-02 For 3/4 hp-120V, motors, Contractor shall provide (1) 20 amp 1 pole 120 volt toggle disconnect switch with a Busmann HPD fuse holder and FNQ fuse at each use. Switch and fuse holder to be mounted in cover of 4" square junction box at each use. For 3/4 HP-120V, motors that are provided with cord and plug, Contractor shall provide 20 amp 120 volt duplex receptacle with (1) 20 amp 1 pole 120 volt disconnect switch and fuse holder at each use. Switch and fuse holder to be mounted in cover of 4" square junction box at each use. Fuses for motors shall be sized based upon 125% of manufacturer's nameplate full load amperage unless otherwise indicated on drawings.

18-03 For connections to 277 volt equipment, Contractor shall provide (1) 20 amp 1 pole 277 volt toggle disconnect switch with a Busmann HPD fuse holder and FNQ fuse at each use. Switch and fuse holder to be mounted in cover of 4" square junction box at each use. Fuses for motors shall be sized based upon 125% of manufacturer's nameplate full load amperage unless otherwise indicated on drawings.

SECTION 16 ELECTRIC

SECTION 161000

SERVICE AND DISTRIBUTION

PAR 1 - SERVICE

1.01 Primary: See the notes.

1.02 Secondary: See the notes. Voltage will be 277/480V-3 phase, 4-wire, WYE, 120/208V-3 phase, 4-wire, WYE, 240V-3 phase, 3 wire Delta, or 120/240V-3 phase, 3 wire. Consult power company for the requirements and for coordinating with the installation. Contractor shall provide any work that is required beyond that indicated by drawings and/or specifications and pay for costs incurred by Utility Company to install both temporary and permanent service to the project. Verify costs with Utility Company prior to starting. Contractor shall install guard posts around transformers and electrical pedestals per Utility Company standards.

PAR 2 - DISTRIBUTION EQUIPMENT

2.01 Part 2 applies to distribution equipment supplied on the project.

2.02 Distribution equipment (switchboards, panelboards, disconnect switches, transformers, starters, etc.) shall be same manufacturer, unless specified noted on the drawings or the specifications, or approved by the Engineer. Arrangement of distribution equipment by different manufacturers will not be permitted.

2.03 Show on the drawings provide surge arrester protecting protection on main service entrance. Refer to drawings for voltage and phasing information. Arrester shall be located within, or adjacent to, the main switch enclosure as indicated on the plans.

2.04 Equipment layouts on the drawings are based upon one manufacturer. Verify equipment layout with equipment manufacturer prior to starting.

2.05 Equipment changes are required due to other conditions. In case of such a change, the manufacturer must be approved by the Engineer prior to starting. National Electrical Code working practices must be maintained at all times. In case of such a change, the manufacturer must be approved by the Engineer prior to starting.

2.06 Shop drawings shall be furnished for distribution equipment including the following:

- A. Switchboard voltage-current ratings.
- B. Overcurrent dimensions including weight, available conduit space.

C. Switching and protective device ampere ratings.

D. Bus ratings and materials.

E. One-line diagram.

F. Integrated short circuit ratings.

G. Coordination of any ground fault system settings shall be as per the manufacturer's requirements.

Adequate conduit space shall be provided to meet the requirements stipulated on the drawings.

2.07 The minimum distribution equipment required to be located mounted shall be equipment on a minimum 3 1/2" concrete base above floor. Concrete base to be by UL-Listed Contractor.

2.08 Phase and neutral bus and ground bars on panelboards and switchboards shall be copper bus. Bus shall be AL-CU metal. Busboards supplied by "K" factor transformers shall have 200% rated neutral bus.

2.09 Panelboards are not shown on the drawings. However, after this project, upon request to the Engineer.

PAR 3 - BRANCH PANELBOARD AND DISTRIBUTION PANELBOARDS

3.01 General:

A. Panelboards shall be provided with key locking door.

B. Panelboards shall have rigid covers with concealed main conductors, doors shall have door cutouts with concealed lugs, and lockback master keyed. Lock cover shall have continuous hinge lugs, down one side with door opening by a 1/2" hole. Where main section panelboards are located on the drawings, panelboards and covers shall be of the same size for each section.

C. Key covers shall be provided with two (2) keys for each lock. Doors over 48" high and doors over 36" wide shall have 3-pinch locking per U.L. 50. Consider drawings for lock or surface mounting.

D. After locking, the door shall be provided under lock on door of panelboard type when scheduled for exact location of equipment. Locking shall be provided for exact location of equipment. Locking shall be provided for exact location of equipment. Locking shall be provided for exact location of equipment.

E. Panelboards shall have ground cover ground buses installed and grounded per the requirements of the N.E.C. Panelboards shall be provided with an additional ground bus for connection to ground conductors. Ground bus shall be provided with a minimum number of bus bars equal to 66% of number of pole spaces on panelboard computer rated or ground bus panelboards. Mount ground bus on ground bus. Ground bus shall be provided with a minimum number of bus bars equal to 100% of number of pole spaces on panelboard.

G. Where a switch mounted panelboard cover on drawings Contractor shall submit to the Engineer for approval use, (1) 1" empty conduit for every square 20A, breaker or unused panel spaces. On mandatory buildings, Contractor shall submit to the Engineer for approval use, (1) 1" empty conduit for every square 20A, breaker or unused panel spaces. Consider stubbed into ceiling void for panelboards. Provide 12-4" on center for top and bottom of panelboard.

H. Panelboards supplied from an emergency source shall have breakers provided with handle lockout for each breaker. Breaker handles to be set to the "ON" position.

I. Phase and neutral bus and ground bars on panelboards and switchboards shall be copper bus. Bus shall be AL-CU metal. Busboards supplied by "K" factor transformers shall have 200% rated neutral bus.

Branch Breaker Panelboards:

Panel Rating Square Dismissals G.E. Cut-Off Hammer

240V (400A max) NFD S1/53 AL PRL1

480V (400A max) NFD S2/53 AE PRL2

3.03 Branch Breaker Distribution Panelboards:

A. Panelboards rated up to 240V (600A, and above) shall have a short circuit current rating tested to U.L. Standards for a minimum rating of 10,000 AIC, unless noted otherwise. Breaker rating with panelboard equipment shall be greater than minimum integrated equipment ratings. Series ratings shall be accepted, unless specified noted otherwise on the drawings. Adjusters shall be of either the open type or lock type.

B. Panelboards rated over 240V and up to 480V (400A max) shall have a short circuit current rating tested to U.L. Standards for a minimum rating of 14,000 AIC, unless noted otherwise. Breaker rating with panelboard equipment shall be greater than minimum integrated equipment ratings. Series ratings shall be accepted, unless specified noted otherwise on the drawings. Breaker rating shall be greater than minimum integrated equipment rating. Series ratings shall be accepted, unless specified noted otherwise on the drawings.

C. Branch Breaker Distribution Panelboards:

Panel Rating Square Dismissals G.E. Cut-Off Hammer

240V (400A max) NFD S1/53 AL PRL1

480V (400A max) NFD S2/53 AE PRL2

PAR 4 - DRY WIRE TRANSFORMERS (AS INDICATED BY DRAWINGS)

4.01 Dry type transformers up to 10 KVA (115 deg. C, max), 15 KVA thru 114 1/2 KVA, (150 deg. C, max), above 114 1/2 KVA, (80 deg. C, max or higher ratings). Ambient of 40 deg. C, unless noted otherwise on plans.

4.02 Transformers (15 KVA and larger) shall have core located

from the housing by distribution ducts. The entire housing shall be located from the building by distribution ducts. Connecting conductors shall have short sections (12" long) to isolate sound transmission. Minimum 6" minimum NEMA ratings for sound and have noise level of not more than 125% type (2 above and 2 below normal). Series units may be manufactured by the manufacturers providing distribution equipment or Hitachi or Jefferson.

SECTION 16 ELECTRIC

SECTION 160400

LIGHTING

PAR 1 - LIGHTING FIXTURES

1.01 The work shall include lighting fixtures and lamps as specified on the drawings and include, fixtures shall be complete free of defects, dents, rust or chipped surfaces. No cracked, broken, or damaged cases shall be accepted. Fixtures that are cracked, broken, chipped, rusted, dented or otherwise damaged, shall be rejected without exception to the Owner. Fixtures shall be provided with complete mounting hardware, suspension hardware, and other materials and equipment as required for hanging and supporting fixtures in accordance with U.L.C., U.S.C. and NEC requirements. The Contractor shall furnish and install lamps for fixtures and shall provide fixtures and lamps before and after installation. All fixtures shall be mounted on the ceiling or on surfaces, free of gaps or cracks.

1.02 The Contractor shall provide exact ceiling types in areas with architectural finish scheduled for exact location mounting, and change type mounting prior to ceiling installation. The Contractor shall provide ceiling construction details in areas and provide appropriate mounting hardware and suspension lighting fixtures. Fixtures shall be supported independent from ceiling system and shall be secure mounted. Lamps shall be supported independent from structure. Lighting system has been designed for support of such fixtures.

1.03 General Contractor shall provide supporting around recessed fixtures and rated-rated rated per U.L. requirements. The Contractor shall provide:

1.04 Provide clear tempered glass shields on incandescent, and quartz fixtures. Exterior fixtures shall be constructed with gasketed glass and be "bug-tight".

1.05 Provide thermoplastic on recessed fixtures as required by N.E.C.

1.06 Light fixtures supported by framing members of suspended ceiling systems shall be attached to the framing member by mechanical means. The framing for use with the type of ceiling framing member and fixture shall be provided.

1.07 Incandescent lamps shall be 100% mercury vapor and be a maximum of 0.125". Non-fluorescent lamps shall be provided for all light fixtures, unless specified on the drawings.

1.08 Incandescent fixtures (hanging, drop, etc) shall be provided with factory applied powder coat baked enamel finish. Light fixtures shall be provided with a minimum number of bus bars equal to 100% of number of pole spaces on panelboard computer rated or ground bus panelboards. Mount ground bus on ground bus. Ground bus shall be provided with a minimum number of bus bars equal to 100% of number of pole spaces on panelboard.

1.09 Incandescent lamps shall be provided with capless spring-loaded sockets. Unless specified otherwise on the drawings, fixtures shall be provided with non-capable sockets unless noted otherwise.

1.10 Incandescent lamps using F40T12 or F40T10 type lamps shall be provided with 12-4" on center, 1/2" type lamp holders.

1.11 Connections to fixtures mounted on ceiling shall be as follows:

A. Provide J-Box on structure above fixtures for power and signal connections. The J-Box shall be 3/8" diameter (1/2" diameter) and shall be 1/2" deep. Each fixture shall be connected to the J-Box with a 1/2" diameter conductor as required by the NEC. Feed through wiring shall be #12 AWG, 90 degree C, copper. Where the fixture is to be used, the fixture shall be UL-Listed for the purpose.

1.12 Where recessed fixtures are mounted in continuous rows, each row shall be supported with 2 #12 AWG #1 #12 AWG (90 degree C, rated, Copper) conductors. Feed through wiring shall be #12 AWG, 90 degree C, copper. Where the fixture is to be used, the fixture shall be UL-Listed for the purpose.

1.13 Where different types of the same fixture are controlled by separate switches (2 or more), the switches shall be controlled by separate switches. The switches shall be controlled by separate switches. The switches shall be controlled by separate switches.

1.14 Incandescent lamp ballasts shall comply with the following requirements unless noted otherwise on the drawings:

A. Incandescent integrated ballast systems shall be complete and shall be provided with a minimum number of bus bars equal to 100% of number of pole spaces on panelboard computer rated or ground bus panelboards. Mount ground bus on ground bus. Ground bus shall be provided with a minimum number of bus bars equal to 100% of number of pole spaces on panelboard.

B. Ballasts shall be provided in a minimum number of bus bars equal to 100% of number of pole spaces on panelboard computer rated or ground bus panelboards. Mount ground bus on ground bus. Ground bus shall be provided with a minimum number of bus bars equal to 100% of number of pole spaces on panelboard.

C. Ballasts shall have a minimum number of bus bars equal to 100% of number of pole spaces on panelboard computer rated or ground bus panelboards. Mount ground bus on ground bus. Ground bus shall be provided with a minimum number of bus bars equal to 100% of number of pole spaces on panelboard.

D. Ballasts shall be provided in a minimum number of bus bars equal to 100% of number of pole spaces on panelboard computer rated or ground bus panelboards. Mount ground bus on ground bus. Ground bus shall be provided with a minimum number of bus bars equal to 100% of number of pole spaces on panelboard.

E. Ballasts shall conform to FCC Regulations Part 15, Subpart J and CFR 47, Part 16 for EMI and RFI.

F. Ballasts shall conform to IEEE C92.41, Category A for resistance to voltage surges for non-fluorescent compact fluorescent lamps.

G. Ballasts shall be secured by a minimum of two bolts.

H. Ballasts shall be manufactured by Sylvania, Motorola, Magnetek, Universal, Jefferson, Howard, or Advance.

1.15 Compact fluorescent and ballast systems shall be provided with a minimum number of bus bars equal to 100% of number of pole spaces on panelboard computer rated or ground bus panelboards. Mount ground bus on ground bus. Ground bus shall be provided with a minimum number of bus bars equal to 100% of number of pole spaces on panelboard.

1.16 Incandescent ballasts shall comply with the following requirements unless noted otherwise on the drawings:

A. Ballasts shall be E.C.M. UL-Listed, high power factor, Class P, Energy Saver and have a sound rating of A or B.

B. Ballasts shall be provided in a minimum number of bus bars equal to 100% of number of pole spaces on panelboard computer rated or ground bus panelboards. Mount ground bus on ground bus. Ground bus shall be provided with a minimum number of bus bars equal to 100% of number of pole spaces on panelboard.

C. Ballasts shall be provided in a minimum number of bus bars equal to 100% of number of pole spaces on panelboard computer rated or ground bus panelboards. Mount ground bus on ground bus. Ground bus shall be provided with a minimum number of bus bars equal to 100% of number of pole spaces on panelboard.

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F. Ballasts shall be provided in a minimum number of bus bars equal to 100% of number of pole spaces on panelboard computer rated or ground bus panelboards. Mount ground bus on ground bus. Ground bus shall be provided with a minimum number of bus bars equal to 100% of number of pole spaces on panelboard.

G. Ballasts shall be provided in a minimum number of bus bars equal to 100% of number of pole spaces on panelboard computer rated or ground bus panelboards. Mount ground bus on ground bus. Ground bus shall be provided with a minimum number of bus bars equal to 100% of number of pole spaces on panelboard.

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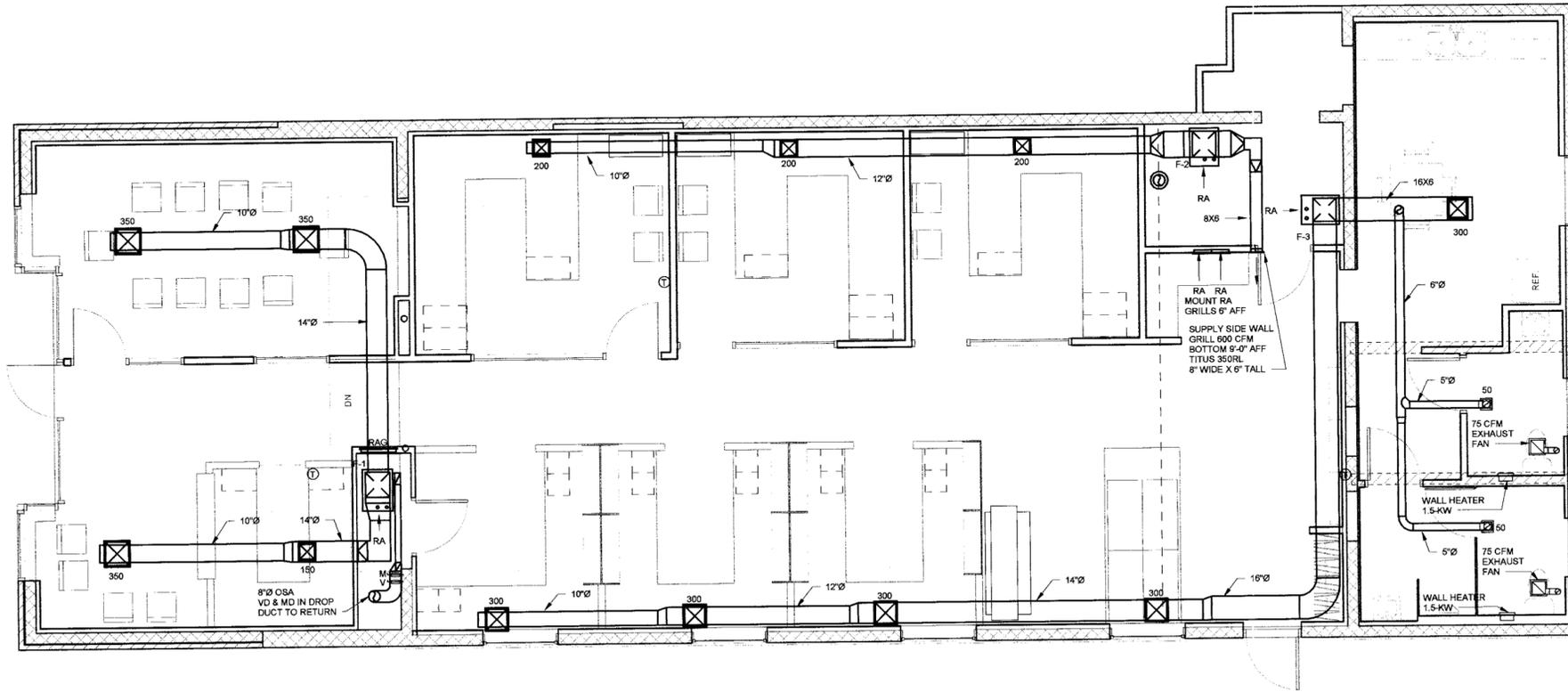
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MECHANICAL EQUIPMENT SCHEDULE				
TAG	AREA SERVED	CAPACITY	ELECTRICAL (ALL SINGLE PHASE)	REMARKS
CU-1	LOBBY	3 TONS	208V, MIN CIRC AMPS 25	MOUNTED ON HIGH ROOF
CU-2	TL - ANDY	3 TONS	208V, MIN CIRC AMPS 25	MOUNTED ON HIGH ROOF
CU-3	WEST OFFICE	4 TONS	208V, MIN CIRC AMPS 30	MOUNTED ON HIGH ROOF
EF-1	WOMENS	75 CFM	120V, 1.14 AMPS	TOILET EXHAUST TIE TO LIGHT SWITCH
EF-2	MENS	150 CFM	120V 1.70 AMPS	TOILET EXHAUST TIE TO LIGHT SWITCH
F-1	LOBBY	1200 CFM (75 CFM OA)	120V, 10.0 AMPS	FLOOR MOUNTED - UP FOW
F-2	TL - ANDY	1200 CFM (75 CFM OA)	120V, 10.0 AMPS	HORIZONTAL HUNG
F-3	WEST OFFICE	1600 CFM (0 CFM OA)	120V, 10.0 AMPS	HORIZONTAL HUNG
WH-1	WOMENS	1500 WATTS	120V	WALL HEATER
WH-2	MENS	1500 WATTS	120V	WALL HEATER



- NOTES:
1. RECTANGULAR DUCTS HAVE ACOUSTIC LINER
 2. FURNACES ARE ON ANGLE STANDS
 3. FILTER ARE DIRECTLY BELOW FURNACES
 4. OUTSIDE AIR DUCTS HAVE VDS & ADS
 5. RETURN AIR ELBOWS BELOW FURNACES



A1.6
Mechanical Plan

Date
05/21/15

Project Number
150008
HUTTON OFFICE - GARDEN CITY
Garden City, Kansas

ALL WORK SHALL BE IN ACCORDANCE WITH THE MECHANICAL CODES AND STANDARDS OF THE CITY OF GARDEN CITY, KANSAS. HUTTON CONSTRUCTION CORPORATION.



CONCRETEVISION
TEL 316 942 8855 | FAX 316 942 8861 | 2226 S. West St. Wichita, KS 67213 | HuttonConstruction.com



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CONSTRUCTION





Memo

To: City Commission

From: Kaleb Kentner

Date: 10/5/2015

Re: Board Appointment

Planning Commission:

Tanner Lucas was serving as a Garden City representative for the Planning Commission. He has recently left the Board and we are seeking a replacement.

The following citizens, in no particular order, have also expressed interest in serving on the Planning Commission:

Valerie Hess
Scott Stewart
Adrianna Beaukou

Staff recommends the appointment of a member to a three-year term which will end December 31, 2018.

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

INSPECTIONS
620-276-1120
inspection@gardencityks.us

CODE COMPLIANCE
620-276-1120
code@gardencityks.us

**PLANNING AND
ZONING**
620-276-1170
planning@gardencityks.us

CITY ADMINISTRATIVE
CENTER
301 N. 8TH
P.O. Box 998
GARDEN CITY, KS
67846-0998
PH 620.276.1170
FAX 620.276.1173
www.garden-city.org

Consent Agenda



To: Governing Body
From: Rachelle Powell
Date: October 13, 2015
RE: Ag Solutions, L.L.C. Lease

ISSUE

Governing Body consideration and approval of the Lease Agreement between Ag Solutions, L.L.C., and the City of Garden City for lease of facilities at the Garden City Regional Airport.

BACKGROUND

On September 1, 2015, the Governing Body approved to designate the north hangar and office (commonly referred to as the Deines buildings) as a commercial-use facility. Ag Solutions, L.L.C., requests to lease the facilities from the city to operate an aerial application business. Ag Solutions, L.L.C., desires to renovate the aircraft hangar and office in order for the facilities to comply with City code. Ag Solutions will submit plans and specifications for the improvements and renovations for the aircraft hangar and office to the City for review and approval in compliance with City code and development policies of City. The aircraft hangar and office may not be occupied or used by Tenant until a Certificate of Occupancy has been issued by City. Renovations are at the expense of Ag Solutions, L.L.C.

ALTERNATIVES

1. Governing Body consideration and approval of the Lease Agreement between Ag Solutions, L.L.C., and the City of Garden City for lease of facilities at the Garden City Regional Airport.
2. Governing Body consideration and denial of the Lease Agreement between Ag Solutions, L.L.C., and the City of Garden City for lease of facilities at the Garden City Regional Airport.
3. Governing Body recommendation for staff.

RECOMMENDATION

Staff recommends Governing Body approval of the Lease Agreement between Ag Solutions, L.L.C., and the City of Garden City for lease of facilities at the Garden City Regional Airport.

The Airport Advisory Board recommended Governing Body approval of the Lease Agreement between Ag Solutions, L.L.C., and the City of Garden during the October 8, 2015 Airport Advisory Board meeting.

FISCAL NOTE

For the first seven (7) years of the term of this Agreement, Ag Solutions L.L.C., shall pay no rent to City. This waiver of payment of rent by Ag Solutions L.L.C., to City is in recognition of the expense incurred by Ag Solutions L.L.C., to renovate the aircraft hangar and office on the Leased Premises and acknowledgement by the parties that at the end of this Agreement, all renovations and improvements constructed by Ag Solutions L.L.C., shall remain with the Leased Premises. For the period of November 1, 2022, to October 31, 2029, the annual rent shall be \$12,000 and for the period of November 1, 2029, to October 31, 2035, the annual rent shall be \$15,000.

LEASE AGREEMENT

THIS LEASE AGREEMENT (Agreement), made this ____ day of October, 2015, between CITY OF GARDEN CITY, KANSAS (City), a municipal corporation, and AG SOLUTIONS, L.L.C. (Tenant), a Kansas limited liability company.

WITNESSETH:

WHEREAS, City owns real property located at the Garden City Regional Airport (GCRA), 1755 South Air Service Road, Garden City, Finney County, Kansas; and

WHEREAS, Tenant desires to lease from City, the building and real property at GCRA, to use for an aerial application business; and

WHEREAS, Tenant desires to renovate the aircraft hangar and office situated on the real property in order for the aircraft hangar and office to comply with City code; and

WHEREAS, City and Tenant desire to enter into a written lease agreement setting forth the terms and conditions of the agreement between the parties.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

1. PREMISES. City does hereby grant, lease, and rent to Tenant for its use and occupancy, the real property, aircraft hangar and office located at the GCRA, 1755 South Air Service Drive, as detailed in Exhibit A attached hereto and incorporated herein (Leased Premises).

Tenant has inspected the Leased Premises and by execution of this Agreement accepts the Leased Premises in its present condition, subject to improvements to be made by Tenant, as agreed to by the parties.

2. TERM/EXTENSION. The term of this Agreement shall be for a period of twenty (20) years, beginning the 1st day of November, 2015, and terminating the 31st day of October 2035. At the end of the original term of this Agreement, Tenant shall have the option of extending the term of this Agreement for one (1) additional term of ten (10) years, subject to the parties negotiating mutually agreeable rent for the extension term. Tenant shall be required to give City written notice of intent to extend the term of this Agreement not less than 180 days prior to the end of the original term. Should the parties not be able to agree upon a new rent amount, this Agreement shall be deemed to be terminated at the end of the original term.

3. RENT. Tenant shall pay to City as rent for the Leased Premises, the following amounts:

- (a) For the first seven (7) years of the term of this Agreement, Tenant shall pay no rent to City. This waiver of payment of rent by Tenant to City is in recognition of the expense incurred by Tenant to renovate the aircraft hangar and office on the Leased Premises and acknowledgement by the parties that at the end of this Agreement, all renovations and improvements constructed by Tenant shall remain with the Leased Premises.

- (b) For the period of November 1, 2022, to October 31, 2029, the annual rent shall be Twelve Thousand Dollars (\$12,000), payable at the monthly rate of One Thousand Dollars (\$1,000).
- (c) For the period of November 1, 2029, to October 31, 2035, the annual rent shall be Fifteen Thousand Dollars (\$15,000) payable at the monthly rate of One Thousand Two Hundred Fifty Dollars (\$1,250).

All rent shall be due and payable on or before the 1st day of each month, with the first rent due on November 1, 2022. All rent payments shall be made to the GCRA Director of Aviation.

4. COMMERCIAL USE PERMIT OR LICENSE. Tenant agrees as a condition of operation of its business at GCRA, that it shall acquire any and all permits or licenses required by City Code of Ordinances, or by state or federal laws, rules, and regulations.

5. USE OF PREMISES. Tenant intends to use the Leased Premises for the operation of an aerial application business.

6. DUTIES AND RESPONSIBILITIES OF TENANT. Tenant agrees to the following terms and conditions in the operation of its business:

- (a) To operate in a safe and environmentally responsible manner.
- (b) To maintain the Leased Premises in a clean, safe, and sanitary condition and free of insects, rodents, vermin, and other pests.
- (c) To keep all grass, weeds, and vegetation cut and trimmed in compliance with the Code of Ordinances of City.
- (d) To refrain from performing any act or carrying out any practice which may injure the Leased Premises or any part of the GCRA, or cause any offensive odors, radio interference emission, or loud noise, or to constitute a nuisance to any other tenants, airline passengers, or the general public in the airport terminal.
- (e) To conform to and comply with any and all laws, rules, and regulations which have been heretofore, or which may hereinafter be adopted by any governmental authority having jurisdiction, including City, and the GCRA Advisory Board, except City shall not impose upon Tenant any rule or regulation inconsistent with the terms of this Agreement, or state or federal laws.
- (f) To procure and maintain all permits and licenses, pay all charges, fees, and taxes, and give all notices required by law.

The parties acknowledge and agree that if Tenant fails or neglects to perform or observe any of Tenant's obligations, duties, or responsibilities as set forth above, such failure and/or neglect shall be considered material noncompliance with the terms and conditions of this Agreement.

7. MAINTENANCE. Tenant shall be responsible for all necessary maintenance and repairs to the improvements on the Leased Premises. City shall have no responsibility for any maintenance associated with the Leased Premises. All improvements shall be maintained by Tenant in a manner consistent with business practices designed to preserve the value and use of the improvements, subject to ordinary wear and tear.

8. UTILITIES. Tenant shall pay all utility charges in connection with the Leased Premises, including gas, electricity, water, sewer, solid waste, internet, and telephone service.

9. IMPROVEMENTS/RENOVATIONS. Tenant intends to renovate the aircraft hangar and office on the Leased Premises. Tenant shall submit plans and specifications for the improvements and renovations for the aircraft hangar and office to City for review and approval in compliance with City code and development policies of City. The aircraft hangar and office may not be occupied or used by Tenant until a Certificate of Occupancy has been issued by City.

All improvements and renovations in or upon the Leased Premises, made by City or Tenant, or any other party, either prior to or during any term of this Agreement, remaining on the Leased Premises at the expiration or sooner termination of this Agreement, shall become the property of City, free and clear of any claim or interest of Tenant or any other party, and same shall be surrendered with the Leased Premises as a part thereof, at the expiration or sooner termination of this Agreement.

At the end of the term or upon termination of this Agreement, if the improvements and renovations have not been maintained by Tenant in a manner which results in the Leased Premises having a higher value with the improvements and renovations than without the improvements and renovations, City may require Tenant to remove any or all of the improvements and renovations made to the Leased Premises, at the sole and exclusive cost of Tenant. If an improvement or renovation is required to be removed, the Leased Premises shall be restored to the condition existing prior to the erection of an improvement or renovation, but nothing herein shall require Tenant to construct or reconstruct any improvement or renovation on the Leased Premises.

10. TAXES. Tenant shall be responsible for payment of all taxes and assessments levied against personal or real property owned by Tenant and located on the Leased Premises. The parties acknowledge that the Leased Premises is exempt from ad valorem taxes at the present time since it is owned by City, however, the parties agree that should City be compelled at a later date to pay ad valorem taxes on the Leased Premises, that such taxes shall be assessed to and paid by Tenant on a pro-rata basis as determined by the square footage leased by Tenant compared to the total square footage of the real property subject to ad valorem taxes. In the event the Leased Premises become subject to taxation, such taxes and assessments, either general and/or special, for the calendar year in which this Agreement terminates, either by lapse of time or cancellation pursuant to the provisions hereof, shall be prorated between City and Tenant as of the date of such termination, and, if on the date of such termination the amount of any tax or assessment to be so prorated cannot be ascertained, the proration thereof shall be made on the basis of the amount thereof for the preceding calendar year.

11. INSURANCE. Tenant agrees to procure and maintain a comprehensive liability insurance policy covering bodily injury and property damage in an amount not less than One Million Dollars (\$1,000,000) per person and Two Million Dollars (\$2,000,000) per occurrence, with City named as an additional loss payee/insured. Tenant shall procure and maintain casualty insurance on all improvements in an amount sufficient to fully cover any loss or damage to the improvements, with City named as an additional loss payee/insured. Tenant shall also maintain workers' compensation insurance for its employees and agents as required by Kansas law. Tenant acknowledges and agrees that it, its agents, or employees are not employees of City. Tenant shall annually provide proof of required insurance to City. In addition, Tenant shall immediately notify City of any cancellation of required insurance and Tenant shall require its insurance carriers to mail notices of cancellation to City.

12. CASUALTY INSURANCE. City shall not insure any property owned by Tenant, and Tenant shall not be a loss payee on any insurance policy maintained by City. Tenant shall be responsible for insuring its personal property located on the Leased Premises.

13. INDEMNIFICATION. Tenant shall at all times indemnify, defend and hold City harmless from all loss, liability, costs, judgment, damages and expenses that may occur or be claimed with respect to any person or persons, or property on or about the Leased Premises resulting from any act done or omission by or through Tenant, its agents, employees, guests, or invitees in or at the Leased Premises by reason of Tenant's use or occupancy or resulting from Tenant's non-use or possession of the Leased Premises and any and all loss, cost, liability, judgment, or expense resulting therefrom.

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

15. DAMAGE BY FIRE OR OTHER CASUALTY. Tenant shall use every precaution against fire and shall, in case of fire or other casualty, cause the damage to be promptly repaired.

16. RIGHT TO INSPECT. City hereby reserves, and Tenant hereby accords to City, the right, personally or through any representative of City's choice, to enter upon and to inspect the Leased Premises, at any and all reasonable times, for the purpose of inspecting the Leased Premises.

17. TENANT HOLDING OVER. In the event that Tenant shall remain in the Leased Premises after the expiration of the term of this Agreement without having executed a new written agreement with City, such holding over shall not constitute a renewal or extension of this Agreement. City may, at its option, elect to treat Tenant as one who has not been removed at the end of term, and thereupon be entitled to all the remedies against Tenant provided by law in that situation. In the alternative, City may elect, at its option, to construe such holding over as a tenancy from month-to-month, subject to all the terms and conditions of this Agreement, except as to duration thereof, and in that event Tenant shall pay monthly rent in advance at the rate provided herein as effective during the last month of this Agreement.

18. SURRENDER AND TERMINATION. Subject to the holding over period provided in paragraph 17 above, upon expiration of this Agreement for any reason, whether by reason of expiration of the term hereof or cancellation for default or otherwise, Tenant shall, and hereby covenants and agrees to peacefully surrender and deliver up possession of the Leased Premises to City.

19. DEFAULT. This Agreement is made upon the express condition that if Tenant fails to pay the rent specified in paragraph 3 above, after the same shall become due and such failure shall continue for a period of ten (10) days after written notice thereof from City to Tenant, or if Tenant fails or neglects to perform or observe any of Tenant's other obligations hereunder and such failure and neglect shall continue for thirty (30) days after written notice to Tenant from City, City at any time thereafter, by written notice to Tenant, may lawfully declare the termination of this Agreement and re-enter the Leased Premises or any part thereof. City shall have the right to remove, at Tenant's expense, any of Tenant's property left remaining in or upon the Leased Premises. In addition, Tenant shall remain and continue to be liable to City in a sum equal to all fixed and additional rent herein reserved for the balance of the term herein originally granted. City shall have the right to pursue all available remedies allowed by law, should Tenant be in default.

20. ASSIGNMENT OR SUBLEASE. Tenant shall not assign, sublet, or transfer this Agreement or any rights granted to Tenant herein, nor shall Tenant sell or convey this Agreement or any right herein, without the prior written consent of City, which consent City shall not unreasonably withhold. City acknowledges that Tenant may be required to allow for assignment of this Agreement to a financial lending institution, under certain default provisions of a loan or security agreement, therefore City shall have no objection to such an assignment, although any subsequent use of the Leased Premises must be compatible with, and in no manner adverse to, the operation of the GCRA.

21. SIGNS. Tenant shall have the right to install signs to the improvements on the Leased Premises. All signs and displays must conform to applicable ordinances, rules or regulations of City.

22. NONEXCLUSIVE RIGHT. It is understood and agreed that nothing contained herein shall be construed to grant or authorize the granting of an exclusive right for an aeronautical activity, pursuant to the Federal Aviation Act of 1958, Section 308, and the Civil Aeronautics Act of 1938, Section 303.

23. NONDISCRIMINATION.

- (a) Tenant, as part of the consideration hereof, for itself, its personal representatives, successors in interest, and assigns, does hereby covenant and agree, as a covenant running with the land: (1) that no person on the grounds of race, color, religion, sex, or national origin, shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination by Tenant, in the use of the Leased Premises hereunder, (2) that in the construction of any improvements on, over, or under such Leased Premises, and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, or national origin, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that Tenant shall use the Leased Premises hereunder in compliance with all other applicable requirements imposed by Title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the

Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may apply or be amended from time to time.

- (b) In the event that Tenant should breach any of the above nondiscrimination covenants, City shall have the right to terminate this Agreement and re-enter and repossess the Leased Premises, and hold the same as if this Agreement had never been made or issued.
- (c) This Agreement shall be subordinate to the provisions of any existing and future agreements between City and the United States of America, the State of Kansas, and their boards, agencies, or commissions, relative to the operation or maintenance of the GCRA, the execution of which has been or will be required as a condition to the expenditure of federal, state, or city funds or the issuance of bonds for the development of the GCRA.

24. ACCESSIBILITY FOR HANDICAPPED.

- (a) Tenant will be responsible for any alterations and/or construction within the Leased Premises, which may be mandated by The Americans with Disabilities Act of 1990, 42 U.S.C.S. § 12101, et seq., and as amended.
- (b) Tenant shall be responsible for maintaining the Leased Premises in a manner which complies with the parties respective obligations under 42 U.S.C.S. §§12101, et seq., The Americans with Disabilities Act of 1990, and as amended, or a substantially equivalent standard.

25. OBSTRUCTIONS. City reserves the right to take any action it may deem necessary to protect aerial approaches of the GCRA against obstructions, together with the right to prevent Tenant from erecting, or permitting to be erected, any building or any other structure on the Leased Premises which, in the opinion of City, will limit the usefulness of the GCRA or constitute a hazard to the safe operation of the GCRA facilities. Tenant, and its successors and assigns will complete a FAA Form 7460-1, Notice of Proposed Construction or Alteration, and receive a favorable determination from the FAA prior to any construction on the GCRA which it may desire to undertake, and for which it has received City's prior written approval.

26. NONDISCRIMINATION IN EMPLOYMENT OPPORTUNITIES. Tenant assures that it will comply with pertinent federal and state statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be discriminated against in any employment opportunity with Tenant.

27. STRICT COMPLIANCE WITH LAWS. Tenant agrees to observe and obey, during the term of this Agreement, any and all laws, ordinances, rules, and regulations which have been or may be enacted or promulgated by the United States, Federal Aviation Administration, State of Kansas, City, the GCRA Director of Aviation, the GCRA Advisory Board, or any other governmental agency or entity having jurisdiction over the GCRA.

28. ENVIRONMENTAL LAWS. Tenant shall be responsible for the cleanup of all spills of fuel, chemicals, and hazardous materials caused by the acts or negligence of its employees or others. All such spills shall be reported immediately to City. All cleanups shall be conducted in accordance with applicable state and federal laws, rules and regulations, at the sole and exclusive expense of Tenant. Tenant shall follow all applicable state and federal environmental laws, rules, and regulations. Tenant shall not maintain any underground storage tanks on the Leased Premises. Tenant agrees to indemnify City for any and all damages related to environmental hazards caused by the acts or negligence of Tenant, its employees, or others.

29. GENERAL COVENANTS.

- (a) 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 Leased Premises covered by this Agreement.
- (b) All notices required or which may be given hereunder shall be considered as properly given if delivered in writing, personally, or sent by certified mail, postage prepaid, addressed as follows:

(1) If to City: Director of Aviation
 Garden City Regional Airport
 2225 South Air Service Road, Suite 112
 Garden City, Kansas 67846
 Telephone No. (620) 276-1190

(2) If to Tenant: Ag Solutions, L.L.C.
 c/o Mike Woodruff and Tyler Deines
 2704 Shamus
 Garden City, Kansas 67846
 Telephone No. (620) 260-5324
 (620) 655-3748

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

- (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 personal representatives and permitted assigns.
- (e) This Agreement shall be construed in accordance with the laws of the State of Kansas.
- (f) The headings of the paragraphs of this Agreement are for convenience of reference only and shall; not be considered a part of or affect the construction or interpretation of any provisions of this Agreement.

- (g) In the event any provision of this Agreement shall be invalid under applicable laws, such invalid provision shall automatically be considered reformed and amended so as to conform to all applicable legal requirements, or, if such invalidity cannot be cured by reformation or amendment, the same shall be considered stricken and deleted, but in neither such event or events shall the validity or the enforceability of the remaining valid portions hereof be affected thereby.

IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first above written, in multi-part, each of which shall constitute an original.

CITY OF GARDEN CITY, KANSAS

Date

By _____
Janet A. Doll, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

AG SOLUTIONS, L.L.C.

Date

By _____
Printed Name: _____
Title: _____

Garden City Regional Airport
Exhibit A

1755





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inspection@garden-city.org

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FAX 620.276.1173
www.garden-city.org

Memo

To: City Commission
From: Kaleb Kentner
CC: File
Date: October 15, 2015
Re: GC2015-65: Taylor/Emerson Addition re-plat

ISSUE: Consideration of the Taylor/Emerson Addition re-plat.

BACKGROUND: At the request of Galloway Planning, Architecture, & Engineering, the Commission is asked to approve the Taylor/ Emerson Addition re-plat. This re-plat is for the new 41,000 square foot Neighborhood Walmart grocery store/ fuel center that is going in at the corner of Taylor and Emerson.

The purpose for this re-plat is to adjust the original utility easements that surround the building. There were some changes that were made to the exterior of the building which therefore altered the location of the existing easements. These changes have been reviewed and approved by our engineering, water, and electrical departments. The plat did go through a site plan review on September 10, 2015, and there were no major concerns brought up.

ALTERNATIVES: The Commission may:

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

RECOMMENDATION: Staff recommends approval of the plat.

PLANNING COMMISSION RECOMMENDATION:

Present- 7
Yea- 7
Nay- 0



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**These minutes are draft only. They have not been approved by the Planning Commission.*

10/15/2015

GC2015-65: To consider a Re-Plat of the Taylor Emerson Addition, Earles Engineering

Staff Kentner reads staff report.

MEMBER GERMANN MAKES MOTION TO APPROVE THE RE-PLAT.

MEMBER LAW SECONDS MOTION.

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

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

Motion passed.



Memo

To: City Commission
From: Kaleb Kentner
CC: File
Date: October 16, 2015
Re: GC2015-56, Love's Subdivision Final Plat

ISSUE: Consideration of the final plat of Love's Subdivision

BACKGROUND: Snyder & Associates, Inc. on behalf of the property owner Love's Travel Stops & Country Stores, Inc., requests the Planning Commission review and consider the Love's Subdivision Final Plat.

The plat includes approximately 3.97 +/- acres. The Love's Subdivision will be the location of the Love's Travel Stop, country store, and Subway located in Garden City. There is a forty (40') foot wide easement that runs east/west on the plat, and the portion on the north side of this easement was recently purchased from the City.

ALTERNATIVES: The Commission may:

1. Approve the final plat
2. Not approve the final plat

RECOMMENDATION: Staff recommends approval of the final plat.

PLANNING COMMISSION:

Members Present- 7

Final Plat:

Yea vote- 7

Nay vote- 0

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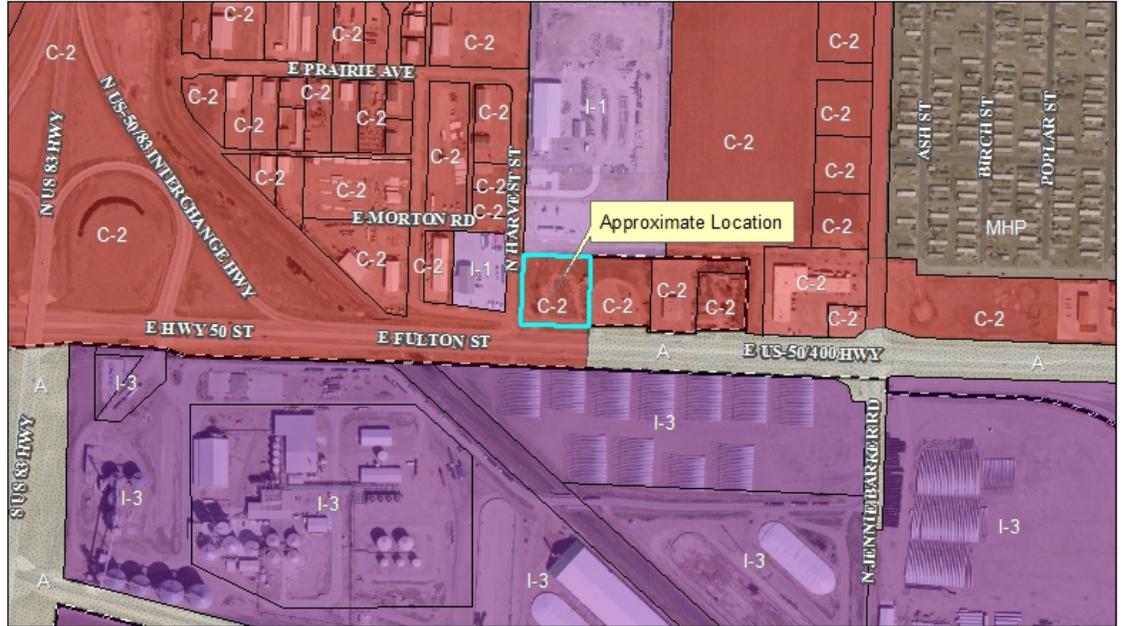
GARDEN CITY, KS

67846-0998

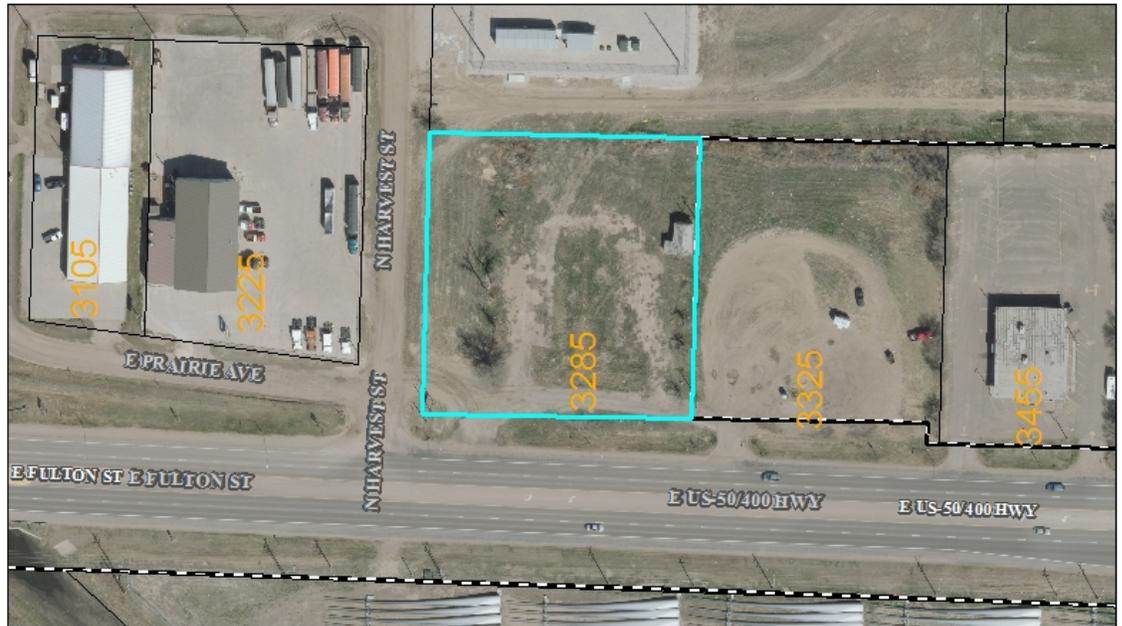
PH 620.276.1170

FAX 620.276.1173

www.garden-city.org



Case Number: GC2015-56
Applicant: Earles Engineering & Inspection, INC
Address: 3285 E. US HWY 50
Request: Approval of final plat.





*These minutes are draft only. They have not been approved by the Planning Commission.

10/15/2015

GC2015-56: To consider the approval of a Final Plat of the Love’s Subdivision, Snyder & Associates, Earles Engineering

Staff Thibault reads staff report.

Staff Kentner – If you look on the air photos, it actually includes both these parcels. They have also purchased a small panhandle on that plat. They purchased a small section from the City just to the North of that lot. That is why it is funny-shaped. The other thing I wanted to point out is during the Development Agreement process we agreed upon the fact that improvements will need to be made to the entrance. Love’s needed it as well because they needed a second entrance so we teamed up everybody and we involved the City because the City has the electric facility back there. The road will be re-built. We teamed up together to get that road improved and the cost of that road is being split three different ways. It is good when a project comes together.

Member Law – If I recall correctly, when we were considering the re-zoning, the plan was to have the trucks turn off from the highway and enter on to Harvest. Is that still the plan?

Staff Kentner – Yes, correct. That is exactly the way it is going to be.

Member Law – They are agreeable to that?

Staff Kentner – Yes, that State won’t allow them to have any access off of Highway 50. The traffic issues that exist there don’t allow it. The trucks entering the ethanol plant on one end and the other. You also have a lot of trucks that use this entrance already. There are a couple facilities that use this entrance as well. If you add too many entrances, it just clogs that area trying to get in and out. That is why we are improving Harvest Ln, so that it will have the capacity to hold up to those trucks.

MEMBER GERMANN MAKES MOTION TO APPROVE THE FINAL PLAT.

MEMBER SCHNEIDER SECONDS MOTION.

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

Germann	Gigot	Howard	Law	Lopez	Schneider	Schwindt
Yea	Yea	Yea	Yea	Yea	Yea	Yea

Motion passed.

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Other Entities Minutes



**GARDEN CITY REGIONAL AIRPORT
ADVISORY BOARD MINUTES
SEPTEMBER 10, 2015**

5:30 P.M. MEETING CALLED TO ORDER

MEMBERS PRESENT

Ed Fischer, Charlie Robinson, Ken Frey, Darin Germann, and Steve Ziegler.

MEMBERS ABSENT

Marlo Miller and Max Meschberger

STAFF PRESENT

Rachelle Powell

ITEM 1 PUBLIC COMMENT

No public comment.

ITEM 2 APPROVAL OF AUGUST 13, 2015 MINUTES

Ed Fischer made a motion to approve the August 13, 2015 Airport Advisory Board minutes. Charlie Robinson seconded the motion. The motion passed unanimously.

ITEM 3 LEASE REVIEW

The Airport Advisory Board reviewed the following leases: FAA Field Sector Office, Napoli's Italian Restaurant, TSA Office, Chanay Aircraft Service and FBO Air (Saker Aviation).

Charlie Robinson made a motion to approve the automatic renewal of the leases and Darin Germann seconded the motion. The motion passed unanimously.

ITEM 4 INDUSTRIAL PARK

Staff provided information on the industrial park as requested from AAB member Ed Fischer. Ed encouraged discussion amongst the board on potential development opportunities for the Industrial Park. Ed suggested a great option for the Industrial Park would be a large truck stop with multiple resources such as a restaurant, gift shop, showers, and a motel. Ed volunteered to discuss the options with Economic Development and offer the board's assistance (as needed). The board supported Ed and thanked him for his efforts.

ITEM 5 DIRECTOR'S REPORT

Staff discussed the Director's Report with the Airport Advisory Board.

ITEM 6 MONTHLY REPORTS

Staff reviewed the monthly reports with the Airport Advisory Board.

ITEM 7 BOARD MEMBER COMMENTS

- A. Ed Fischer – Congratulations on the inspection; job well done. Ed notified the board members that his second term with the board is over in December. He isn't eligible to renew his term unless he gets a waiver from the City Commission, which will be discussed later in the year.
- B. Charlie Robinson – Congratulations of the inspection. Charlie mentioned he had friends fly into the airport and they were very pleased with the service provided.
- C. Ken Frey – Congratulations on the inspection and thanked everyone involved on the success.
- D. Marlo Miller – Absent.
- E. Darin Germann – Congratulations on the inspection and thanked Ed for his excellent idea.
- F. Max Meschberger – Absent.
- E. Steve Ziegler – No comment.

ITEM 8 ADJOURNMENT

Darin Germann made a motion to adjourn. Ken Frey seconded the motion. The motion passed unanimously.

FINNUP CENTER FOR CONSERVATION
EDUCATION

5:00 PM, TUESDAY, OCTOBER 6, 2015

I. CALL TO ORDER

II. APPROVAL OF AGENDA

III. APPROVAL OF MINUTES

IV. NEW BUSINESS

1. Zoo Monthly Report
2. FOLRZ Report
3. Board Tour
4. Capital Improvement Projects
5. Suggestions for New Board Candidates

V. OLD BUSINESS

1. Elephant Update

VI. BOARD MEMBER REPORTS

VII. ADJOURN

Thanks.

Kristi (276-1250)

Zoo Advisory Board
Minutes of Meeting Held
Tuesday, October 6, 2015

Members Present: Taylor Freburg, Sarah Tighe, Jimmy Deal
Members Absent: Jami Kilgore, Kathy Diehl, Phil Sloderbeck, Tammy Rieth
Others Present: Kristi Newland, Donna Wohler, Whitney Buchman

- I. There was not a quorum, so an official meeting did not take place.
- II. New Business
 - a. Zoo Monthly Report – Pallas cats arrived at the zoo and are in the quarantine building while construction of their exhibit is nearing completion. The zoo is preparing for the departure of the elephants with transport training and preshipment tests. The MOA building reopened after mesh repair and substrate replacement; new ferns and palms were planted in the rainforest. A farewell party for the elephants is planned where the community can make elephant related crafts, sign a big card that will be sent with the elephants, and purchase tickets to visit the elephants at the Cheyenne Mt. Zoo. The Family Nature Club met, and their next meeting will be a trip to a pumpkin patch. The second Education Specialist was hired and will start tomorrow. Several signs should be received from the printer soon. Jimmy mentioned that he has a friend in Utah who is from Garden City who has a sign company and may be worth contacting.
 - b. FOLRZ Report – October 17 is Boo! At the Zoo and there are plenty of volunteer opportunities. There will be 2 wagons for the Sleepy Hollow wagon ride. A horse is still needed for the Ichabod Crane rider.
 - c. Board Tour- The tour was postponed to a future date when more people can participate.
 - d. Capital Improvement Projects – Kristi went over CIP's and provided updated information on the projects that had changed. The flamingo project now includes an outdoor pen and the Animal Health Facility has been moved up to 2018 due to input from last year's CIP Committee. Jimmy asked about the 2020 Vehicle Entrance/Gate House project and the board discussed the drive-thru road in the zoo and whether the zoo should be pedestrian only. Kristi will email the CIP project list to the full board for review.
 - e. Suggestions for New Board Candidates – Sarah is moving out of state and Jami is not able to attend at this time due to outside commitments. Two applications have been received for the board from Donna Lightner and Ryan Derstein; other applications are welcome. The board will vote on these when there is a quorum.
- III. Old Business
 - a. Elephant Update –
- IV. Board Member Reports –

Next scheduled Meeting is November 3, 2015 at 5:00 p.m.