



**AGENDA
CITY COMMISSION MEETING
Tuesday, June 7, 2016
1:00 PM**

City Administrative Center, 301 N. 8th Street

I. Note:

Pre-meeting at 11:00 a.m. – 11:45 a.m. at Finnup Center at Lee Richardson Zoo for the Commission to tour the zoo. Administrative staff will be present and the pre-meeting is open to the public.

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

III. PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION

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

A. May 17, 2016 City Commission minutes.

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

VI. CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES

VII. REPORT OF THE CITY MANAGER

A. Presentation of the April 2016 Sales Tax report from Service and Finance.

B. Presentation of the April 2016 activity reports from the Garden City Police Department.

VIII. MEETINGS OF NOTE

•June 2-4, 2016 at 7:30 p.m. and June 5, 2016 at 2:00 p.m. - Monkey Business performance at the Finnup Center in the Baffa Lecture Hall

•June 6, 2016 - Public meeting of the Finney County Board of Commissioners and City of Garden City Commissioners in the Carol Brown Conference Room at the County Administrative Building at 311 N. 9th Street to discuss land banks in Finney County.

•June 7-12, 2016 - Flying Legends of Victory tour at Garden City Regional Airport. The B-17 free viewing from 9:00 a.m. - 6:00 p.m.

•June 9-11 at 7:30 p.m. and June 12, 2016 at 2:00 p.m. - Monkey Business performance at the Finnup Center in the Baffa Lecture Hall

- June 11, 2016 - Beef Empire Days Community Feed at Lee Richardson Zoo on the west green from 9:00 a.m. - 11:00 p.m.
- June 11, 2016 - Beef Empire Days Main Street parade at 10:30 a.m.
- June 11-12, 2016 from 9:00 am - 6:00 pm, two A-10 Warthogs will be on static display at Garden City Regional Airport.

- July 30, 2016 - Downtown Summer Sidewalk Sales
- August 20, 2016 - Downtown Vision's 2016 Art Banner Walk

IX. CONSIDERATION OF APPROPRIATION ORDINANCE

- A. Appropriation Ordinance No. 2413-2016A.

X. CONSIDERATION OF ORDINANCES AND RESOLUTIONS

- A. Governing Body is asked to consider and approve the following resolution regarding banking institutions to be used as depositories for the city's public funds.

Resolution No. _____ - 2016, a resolution designating certain banks, savings and loan associations and federally chartered savings banks as depositories of public funds of the City of Garden City, Kansas pursuant to the provisions of K.S.A. 9-1401

- B. Resolution. No. _____-2016, a resolution authorizing the removal of nuisance conditions from the property listed below in the City of Garden City, Kansas, pursuant to Section 38-139 of the Code of Ordinances of the City of Garden City, Kansas. (1117 Gillespie Drive - Stacks of totes and other things against the garage)
- C. Resolution No. _____-2016, a resolution authorizing the removal of motor vehicle nuisances from certain properties in the City of Garden City, Kansas, pursuant to Section 38-63 of the Code of Ordinances of the City of Garden City, Kansas. (1706 Campus Drive - Blue truck, 1615 Johnson Street - 2 minivans, 607 Conkling Avenue- White minivan, 1314 Bancroft Street - Black car)

XI. OLD BUSINESS

XII. NEW BUSINESS

- A. 2:00 p. m. - Charles H. Claar, Jr., Theresa Dasenbrock and Kristen Sekavec from the accounting firm Lewis, Hooper & Dick, LLC will present the City's 2015 Comprehensive Annual Financial Report.
- B. The Governing Body is asked to review and consider options for water rate adjustment.
- C. The Governing Body is asked to consider and accept the 2016 National Historic Preservation Fund Grants awarded to Garden City.
- D. The Governing Body is asked to consider and approve the distribution of the Downtown Development Fund for 115 E. Laurel Street.

- E. The Governing Body is asked to consider and approve the distribution of the Downtown Development Fund for 110 Stevens Avenue/113 W. Pine Street.
- F. The Governing Body is asked to consider and approve the distribution of the Downtown Development Fund for 325 N. Main Street.
- G. The Governing Body is asked to consider and approve the distribution of the Downtown Development Fund for 309 N. Main Street.
- H. Review of Tax Funds & their Support Funds - Review Tax Funds - Recreation Commission (#25), Bond & Interest (#40), Airport (#60), Airport Improvement (#61). Review of Internal Service Funds - Health Insurance (#55), Health Insurance Reserve (#56).

I. ***Consent Agenda for approval consideration:***

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

- 1. The Governing Body is asked to consider and approve the Grant Agreement between the U.S. Department of Transportation Federal Aviation Administration and the City of Garden City for snow removal equipment at the Garden City Regional Airport (Airport Improvement Program (AIP) 3-20-00-24-35-2016).
- 2. The Governing Body is asked to consider and approve the Storage Space Lease between the U.S. Department of Transportation Federal Aviation Administration and the City of Garden City for storage space at Garden City Regional Airport.
- 3. The Governing Body is asked to consider and approve an application for 2016 Vegetation Mowing for Code Violations.
- 4. The Governing Body is asked to consider and approve the Final Plat of a Replat of Tract A, East Cambridge Square, Phase Two.
- 5. The Governing Body is asked to consider and approve the Final Plat and Development Agreement of the Ranch House Addition.
- 6. The Governing Body is asked to consider and approve licenses for June 7, 2016.

XIII. CITY COMMISSION REPORTS

A. Commissioner Fankhauser

B. Commissioner Cessna

C. Commissioner Dale

D. Commissioner Doll

E. Mayor Law

XIV. OTHER ENTITIES

- A. Presentation of the May 12, 2016 agenda and the April 14, 2016 approved minutes from the Community Health Advisory Board.
- B. Presentation of the May 17, 2016 meeting minutes for the Police/Citizens Advisory Board meeting held on May 17, 2016.

XV. ADJOURN

THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS

City of Garden City
May 17, 2016

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, May 17, 2016 with all members present. Mayor Law opened the meeting with the Pledge of Allegiance to the Flag and the Invocation.

Governing Body and staff recognized the 2016 First Quarter City of Garden City Safety Award recipient, Candace Brawner.

Commissioner Fankhauser moved to approve requests from Carole Fry, representing the Finney County Fair, to include the following:

1. Special rate fee (\$20.00) for solid waste service.
2. Permission to close off Lake Avenue to thru traffic for July 27-31, 2016
3. A waiver of the deposit and daily fees normally required for the carnival.

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

Water Resource Manager Jones presented a progress update on the 2016 Cast Iron Water Main Cleaning Project.

City Manager Allen congratulated Public Utilities Director Muirhead on his recent appointment as the 2016/2017 President of Kansas Municipal Utilities (KMU).

Public Works Director Curran presented an update regarding the 2016 Spring Cleanup from March 30 – April 14, 2016.

Staff provided items of information for Governing Body review including the following: from Director of Aviation Powell the monthly activity report, from Neighborhood & Development Services Director Kentner the April 2016 building and code compliance report, from Public Works Director Curran the city projects update, from Fire Chief Shelton the monthly activity report, and from Zoo Director Newland the monthly staff report.

Meetings of note:

- May 17, 2016 – Joint Meeting of the Governing Bodies of Garden City, Holcomb, and Finney County at 11:00 a.m. – 1:00 p.m. in the Meeting Room at the City Administrative Center
- May 31, 2016 Town Hall meeting at the City Administrative Center at 7:00 p.m.
- June 2-4, 2016 at 7:30 p.m. and June 5, 2016 at 2:00 p.m. – Monkey Business performance at the Finnup Center in the Baffa Lecture Hall
- June 6-13, 2016 - Flying Legends of Victory tour at Garden City Regional Airport. B-17 free viewing from 9:00 am - 6:00 pm.
- June 9-11 at 7:30 p.m. and June 12, 2016 at 2:00 p.m. - Monkey Business performance at the Finnup Center in the Baffa Lecture Hall
- June 11, 2016 - Beef Empire Days Community Feed at Lee Richardson Zoo on the west green from 9:00 a.m. - 11:00 p.m.
- June 11, 2016 - Beef Empire Days Main Street parade at 10:30 a.m.
- July 30, 2016 - Downtown Summer Sidewalk Sales
- August 20, 2016 - Downtown Vision's 2016 Art Banner Walk

Appropriation Ordinance No. 2412-2016A, “AN APPROPRIATION ORDINANCE MAKING CERTAIN APPROPRIATIONS FOR CERTAIN CLAIMS IN THE AMOUNT OF \$2,125,722.30” was read and considered section by section. Mayor Law moved to approve and pass Appropriation Ordinance No. 2412-2016A. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

The Governing Body considered an ordinance declaring all elections of the City of Garden City to be nonpartisan.

Ordinance No. 2725-2016, “AN ORDINANCE ESTABLISHING THAT ALL MUNICIPAL ELECTIONS FOR THE CITY OF GARDEN CITY, KANSAS SHALL BE NONPARTISAN ELECTIONS” was read and considered section by section. Commissioner Cessna moved to approve Ordinance No. 2725-2016. Commissioner Fankhauser seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

The Governing Body considered an ordinance to amend the Garden City Zoning Regulations to allow Community Resource Centers in the R-3 District.

Ordinance No. 2726-2016, “AN ORDINANCE AMENDING THE ZONING REGULATIONS FOR THE CITY OF GARDEN CITY, KANSAS TO REGULATE THE R-3 MULTIPLE FAMILY RESIDENTIAL DISTRICT; AMENDING ZONING REGULATION SECTIONS 2.030 AND 7.035; REPEALING IN THEIR ENTIRETY CURRENT ZONING REGULATION SECTIONS 2.030 AND 7.035; ALL TO THE ZONING REGULATIONS FOR THE CITY OF GARDEN CITY, KANSAS” was read and considered section by section. Commissioner Cessna moved to approve Ordinance No. 2726-2016. 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

The Governing Body considered a rezone of 2002 Labrador Boulevard from the “C-2” General Commercial District to the “R-3” Multiple Family Residential District.

Ordinance No. 2727-2016, “AN ORDINANCE APPROVING THE REZONING OF LAND FROM “C-2” GENERAL COMMERCIAL DISTRICT TO “R-3” MULTIPLE FAMILY RESIDENTIAL DISTRICT; AMENDING THE ZONING ORDINANCE AND THE DISTRICT ZONING MAP OF THE CITY; AND REPEALING THE CURRENT ZONING ORDINANCE AND DISTRICT ZONING MAP; 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. 2727-2016. 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 construction agreement with the Kansas Department of Transportation for the Meadowlark Dairy Nutrition plant highway and access road improvements. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Fankhauser moved to approve the purchase agreement for 305 N. 5th Street. 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 Dale moved to approve a Real Estate Purchase Agreement between the City of Garden City and Jacob M. Foltz and Ashley M. Foltz for the purchase of property located on E. Schulman Avenue, east of Jennie Barker Road to create a regional detention pond for stormwater control of the northeast portion of Garden City. 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 and waive City ordinance 62-12; to allow for the discharge of consumer fireworks within the City limits of Garden City during the days of June 27 to July 5 from 10:30 a.m. – 10:30 p.m., specific to the sale of fireworks in the state of Kansas per K.A.R.22-6-5. Commissioner Dale seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Doll moved to hold a public hearing regarding the establishment of a collaborative city and county land bank on May 31, 2016 at 7:00 p.m. during the City's Town Hall meeting. 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 the Final Plat and Development Agreement of the Arcos Addition, First Replat. 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 Doll moved to approve and authorize the Mayor and the City Clerk to execute the Firm Electric Contract, with the Kansas Municipal Energy Agency, for Garden City's allocation of electric power from the Western Area Power Administration. 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 staff to negotiate with Kansas State University and Southwest Towing for possible connection to the City water supply. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Commissioner Fankhauser stepped down from the bench.

Commissioner Doll moved to approve the request from the Traffic Advisory Board recommendation to approve "Resident Parking Only" signs at 502 N. Fifth Street. 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	Absent	Yea

Commissioner Fankhauser returned to the bench.

Commissioner Cessna move to re-appoint Police Chief Utz to serve on the Community Corrections Advisory Board. 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 appoint Deborah Oyler to fill an unexpired term on the Garden City Recreation Commission set to expire February 2017 vacated by Marcus Ramos. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

Sarah Unruh, PE, Professional Engineering Consultants (PEC) made a presentation on the Water Rate Study.

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

Mayor Law moved that the City Commission go into executive session pursuant to K.S.A. 75-4319(b)(2) for 30 minutes for the purpose of consultation with City legal counsel on matters which are privileged in the attorney/client relationship which if discussed in open session would waive that privilege and that the City Commission reconvene into open session in the City Commission Chambers at 4:15 p.m. with City Attorney Grisell, City Manager Allen, Public Utilities Director Muirhead and John Krajewski by phone. 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 Law moved to approve the following:

1. The Governing Body approved deeds for alley right-of-way in Block 72, Original Plat (east side of the 200 Block S. First Street)
2. The Governing Body approved the purchase of 250 sideload trash containers.
3. The Governing Body approved applications for 2016 Vegetation Mowing for Code Violations.
4. The Governing Body approved licenses for May 17, 2016.

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 a contract to provide engineering services for the City by Wilson & Company, Inc. Commissioner Doll seconded the motion. The vote was taken by yeas and nays and recorded as follows:

Cessna	Dale	Doll	Fankhauser	Law
Yea	Yea	Yea	Yea	Yea

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

Chris Law, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

City Commission Reports

Mayor Law congratulated Public Utilities Director Muirhead on his appointment as President to Kansas Municipal Utilities Board and Candace Brawner on her safety award. Mayor Law commented that he has heard words of admiration from other entities regarding the working relationship that the City has with the County. Mayor Law stated he appreciates working with the County even though Commissioners don't always see eye to eye. Mayor Law reminded all that the Click It or Ticket It campaign will be starting soon and asked that citizens not wait until then to comply.

Commissioner Fankhauser commented that the pre-meeting with the County and Holcomb had a good discussion and stated that is a strong suit of the two entities. Commissioner Fankhauser congratulated Candace Brawner for her safety award and Public Utilities Director Muirhead on his appointment to the KMU Board.

Commissioner Cessna congratulated first quarter safety award winner Candace Brawner and Public Utilities Director Muirhead on the recent appointment as President of the Kansas Municipal Utilities Board. Commissioner Cessna stated the pre-meeting with Finney County Commissioners and City of Holcomb was a good meeting. Commissioner Cessna mentioned the last day of school for Garden City would be May 19, 2016 and the first day of school for next year will be August 11, 2016.

Commissioner Dale congratulated Public Utilities Director Muirhead on the recent appointment as President of the Kansas Municipal Utilities Board. Commissioner Dale thanked Candace Brawner for her award and stated that training is key. Commissioner Dale commented that it was a pleasure to have the joint meeting with Finney County and City of Holcomb.

Commissioner Doll echoed the thoughts of the other Commissioners congratulating Candace Brawner and Public Utilities Director Muirhead. Commissioner Doll reminded everyone that the Legislative Coffee was May 21, 2016 at 10:00 a.m.

Report of the City Manager

Staff Reports



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Service and Finance
DATE: June 7, 2016
RE: Monthly Sales Tax Report

ISSUE:

Presentation of the April 2016 Sales Tax report from Service and Finance.

BACKGROUND:

Attached is the Service and Finance Monthly Sales Tax Report for May, 2016.

ALTERNATIVE:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Monthly Sales Tax Report - May 2016	5/25/2016	Backup Material

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

MONTH RECEIVED	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
JANUARY	119,104	99,080	87,049	90,999	89,620	90,890	96,504	112,365	136,559	194,148	172,402	201,675	215,987	207,262	300,664	307,037
FEBRUARY	115,633	119,867	107,746	112,817	106,162	108,918	117,464	120,392	112,708	168,090	206,332	201,136	213,048	244,277	362,832	358,531
MARCH	94,385	89,945	83,994	93,138	83,528	84,800	91,096	111,384	127,434	176,275	176,089	187,616	198,757	200,357	290,207	301,101
APRIL	92,941	86,892	88,516	82,176	88,156	88,367	97,920	97,076	105,529	136,058	140,393	176,191	179,735	202,588	302,975	303,689
MAY	98,017	94,809	97,270	92,019	96,607	100,809	103,484	113,955	102,518	173,875	182,165	217,621	215,823	225,522	329,154	324,679
JUNE	93,362	101,379	98,922	86,040	82,884	99,561	98,793	107,235	110,225	174,577	192,468	197,406	205,745	227,284	313,770	
JULY	91,208	99,915	97,573	91,205	88,888	95,381	109,492	130,863	126,193	163,203	175,188	199,698	238,623	232,796	313,034	
AUGUST	98,717	96,327	91,715	97,295	101,836	104,308	99,317	123,221	103,580	180,595	178,778	209,006	213,331 *	223,986	317,123	
SEPTEMBER	99,232	88,585	102,820	94,038	87,159	93,570	106,941	133,521	111,381	174,612	178,054	180,008	232,303	304,118	318,362	
OCTOBER	106,658	102,705	97,918	90,696	105,259	101,146	112,166	117,796	108,343	174,202	189,062	203,819	218,503	313,005	301,429	
NOVEMBER	97,348	82,869	78,619	89,706	95,946	94,231	107,500	117,428	111,973	153,378	174,342	208,611	184,384	304,259	308,291	
DECEMBER	89,406	101,296	96,993	94,616	88,792	94,570	109,693	114,846	160,409	161,622	196,711	182,159	236,524	312,690	312,260	
TOTAL RECEIPTS	<u>1,196,011</u>	<u>1,163,668</u>	<u>1,129,136</u>	<u>1,114,745</u>	<u>1,114,837</u>	<u>1,156,551</u>	<u>1,250,370</u>	<u>1,400,082</u>	<u>1,416,852</u>	<u>2,030,635</u>	<u>2,161,984</u>	<u>2,364,946</u>	<u>2,552,763</u>	<u>2,998,144</u>	<u>3,770,101</u>	<u>1,595,037</u>
PERCENTAGE CHANGE	-7.39%	-2.70%	-2.97%	-1.27%	"FLAT"	3.74%	8.11%	11.97%	1.20%	43.32%	6.47%	9.39%	7.94%	17.45%	25.75%	

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

CITY OF GARDEN CITY, KANSAS

ANALYSIS OF CITY SALES TAX RECEIPTS

MONTH RECEIVED	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
JANUARY	390,595	379,780	309,257	357,335	335,673	351,457	351,627	409,255	529,129	415,161	432,278	483,869	508,705	480,712	521,960	543,148
FEBRUARY	389,764	444,123	419,884	434,310	423,853	416,061	444,506	465,707	415,062	416,555	509,745	497,844	514,511	575,307	638,635	629,836
MARCH	344,152	321,705	304,720	346,371	316,320	317,599	338,956	418,336	461,822	432,675	426,585	438,777	468,745	469,435	470,493	502,661
APRIL	334,588	303,909	313,029	317,571	318,835	321,431	358,967	361,119	388,668	328,743	328,309	409,253	411,491	468,167	493,539	514,449
MAY	356,202	340,131	354,013	345,880	351,143	372,027	382,562	426,812	362,989	430,701	442,882	502,577	481,623	528,216	556,737	569,117
JUNE	341,573	336,435	356,920	340,240	319,314	364,552	363,536	398,458	413,934	423,173	471,595	457,884	469,940	526,978	523,569	
JULY	331,627	359,143	329,005	338,923	330,628	350,754	394,947	456,516	469,538	402,144	431,189	453,965	554,262	540,941	540,334	
AUGUST	350,737	342,529	322,875	376,955	371,521	377,510	372,473	456,809	373,995	433,641	420,914	490,394	504,212	526,281	546,571	
SEPTEMBER	363,139	324,385	366,794	362,024	323,475	341,558	388,244	463,398	421,706	415,115	433,117	424,160	529,341	509,837	548,219	
OCTOBER	382,926	368,395	357,624	341,725	369,193	365,725	408,881	446,179	411,421	425,392	450,833	468,586	501,467	516,778	517,874	
NOVEMBER	355,951	296,743	287,373	339,384	337,133	351,892	352,723	435,767	402,883	390,433	412,877	474,976	422,213	496,772	528,692	
DECEMBER	323,048	381,904	364,126	338,971	338,058	356,317	396,872	432,701	461,792	412,973	481,207	424,131	501,046	519,605	539,387	
TOTAL RECEIPTS	<u>4,264,300</u>	<u>4,199,181</u>	<u>4,085,619</u>	<u>4,239,689</u>	<u>4,135,146</u>	<u>4,286,883</u>	<u>4,554,294</u>	<u>5,171,057</u>	<u>5,112,939</u>	<u>4,926,706</u>	<u>5,241,531</u>	<u>5,526,416</u>	<u>5,867,556</u>	<u>6,159,029</u>	<u>6,426,010</u>	<u>2,759,211</u>
PERCENTAGE CHANGE	-2.23%	-1.53%	-2.70%	3.77%	-2.47%	3.67%	6.24%	13.54%	-1.12%	-3.64%	6.39%	5.44%	6.17%	4.97%	4.33%	



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Michael D. Utz, Chief of Police
DATE: June 7, 2016
RE: April 2016 Police Department Monthly Report

ISSUE:

Presentation of the April 2016 activity reports from the Garden City Police Department.

BACKGROUND:

Attached is the Garden City Police Department Staff report for April 2016.

ALTERNATIVE:

None.

RECOMMENDATION:

None.

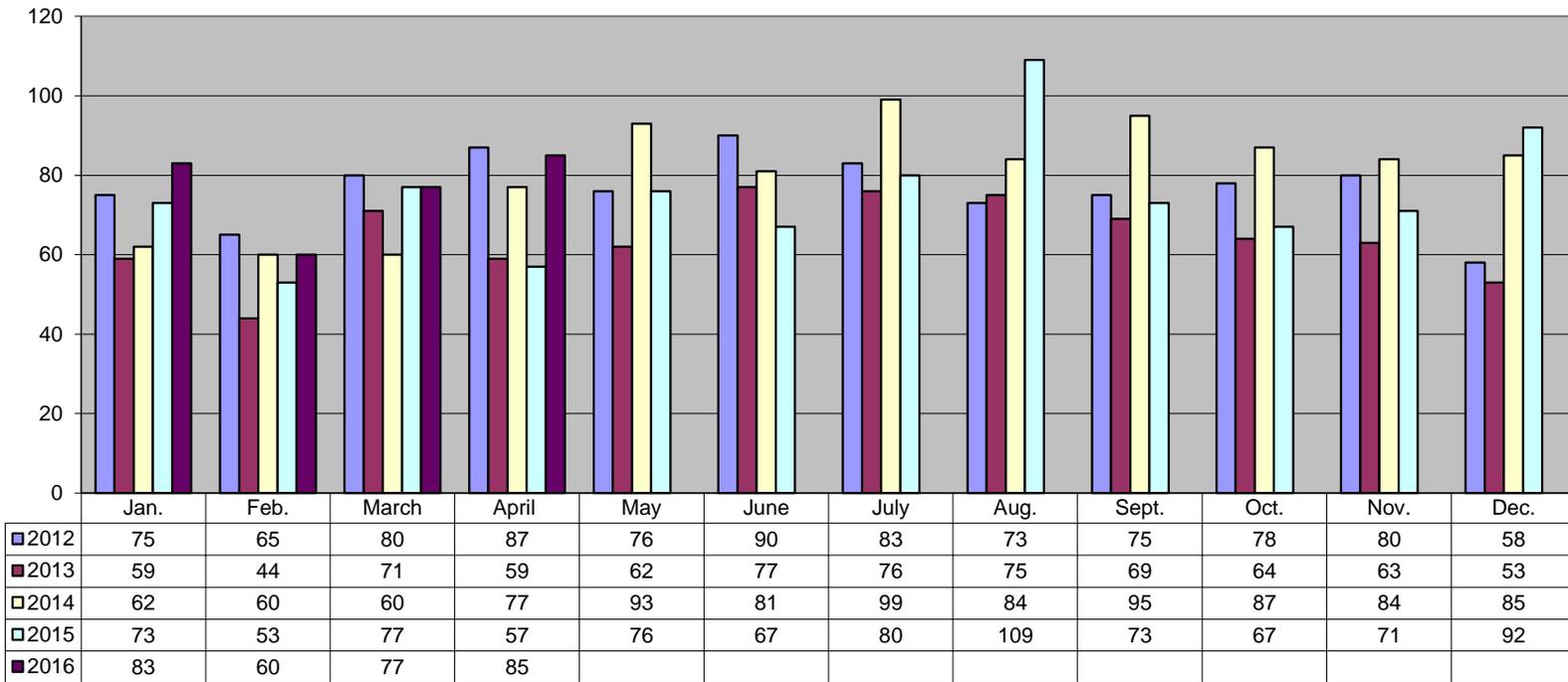
FISCAL NOTE:

None.

ATTACHMENTS:

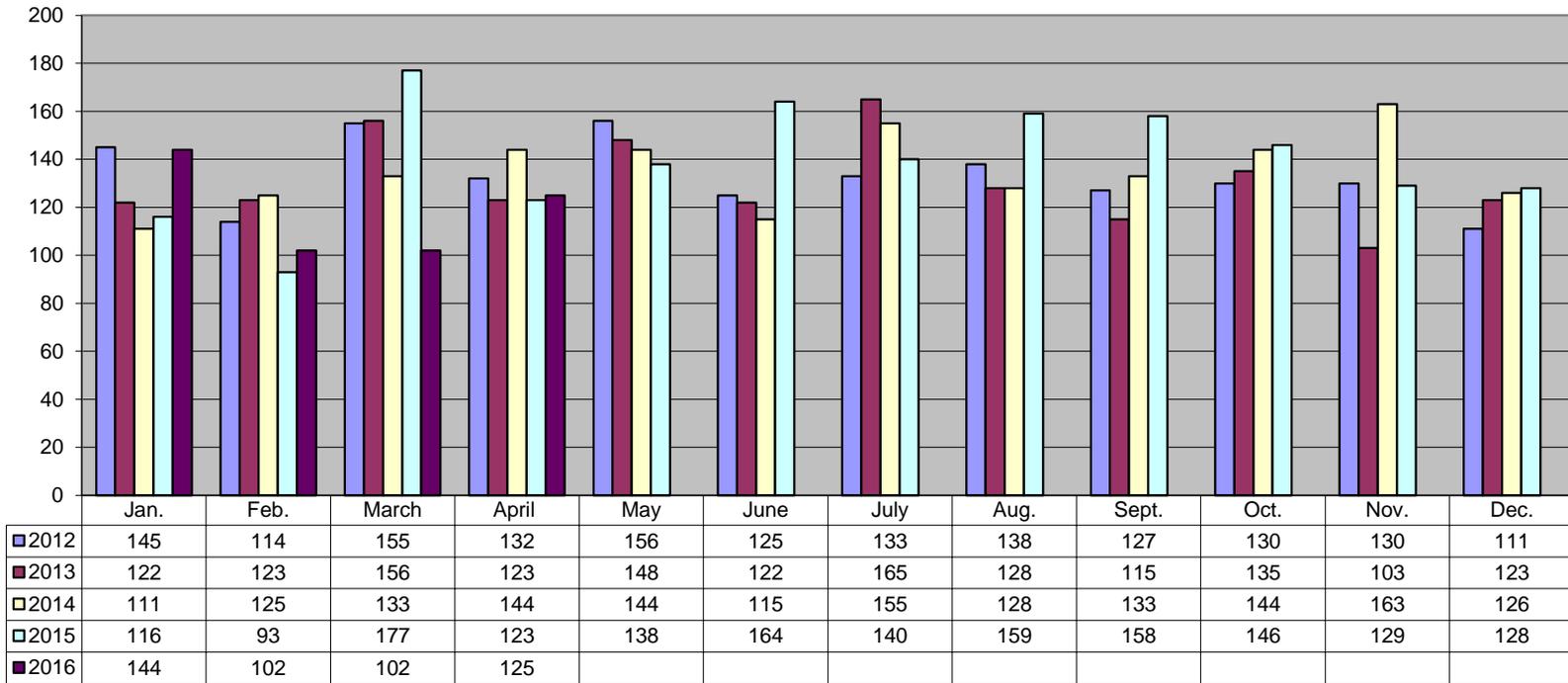
Description	Upload Date	Type
Master Activity Report April 2016	5/27/2016	Backup Material
Comparison of Crimes Chart April 2016	5/27/2016	Backup Material

Part I Crimes



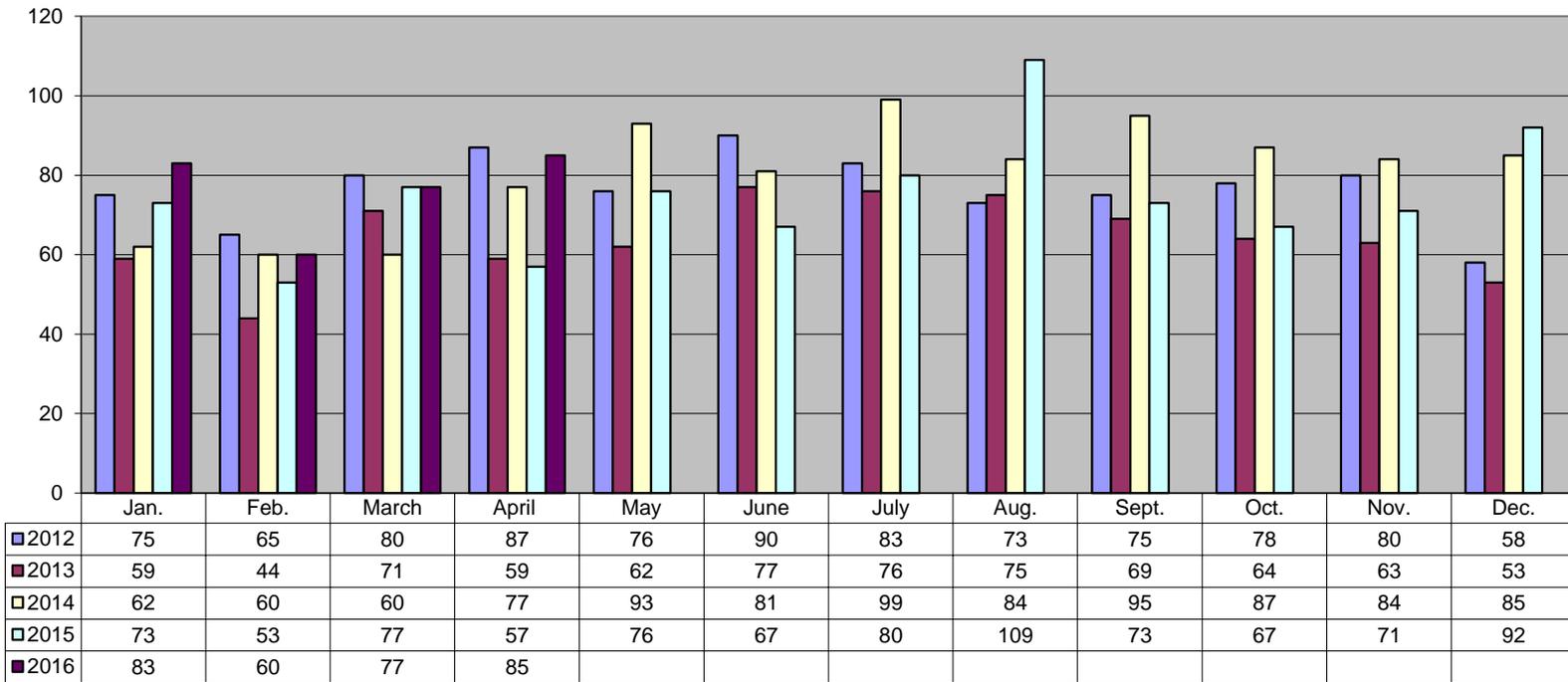
Part I Crimes - Murder, Manslaughter, Rape, Robbery, Agg. Assault, Burglary, Theft, Auto Theft, Arson

All Other Crimes



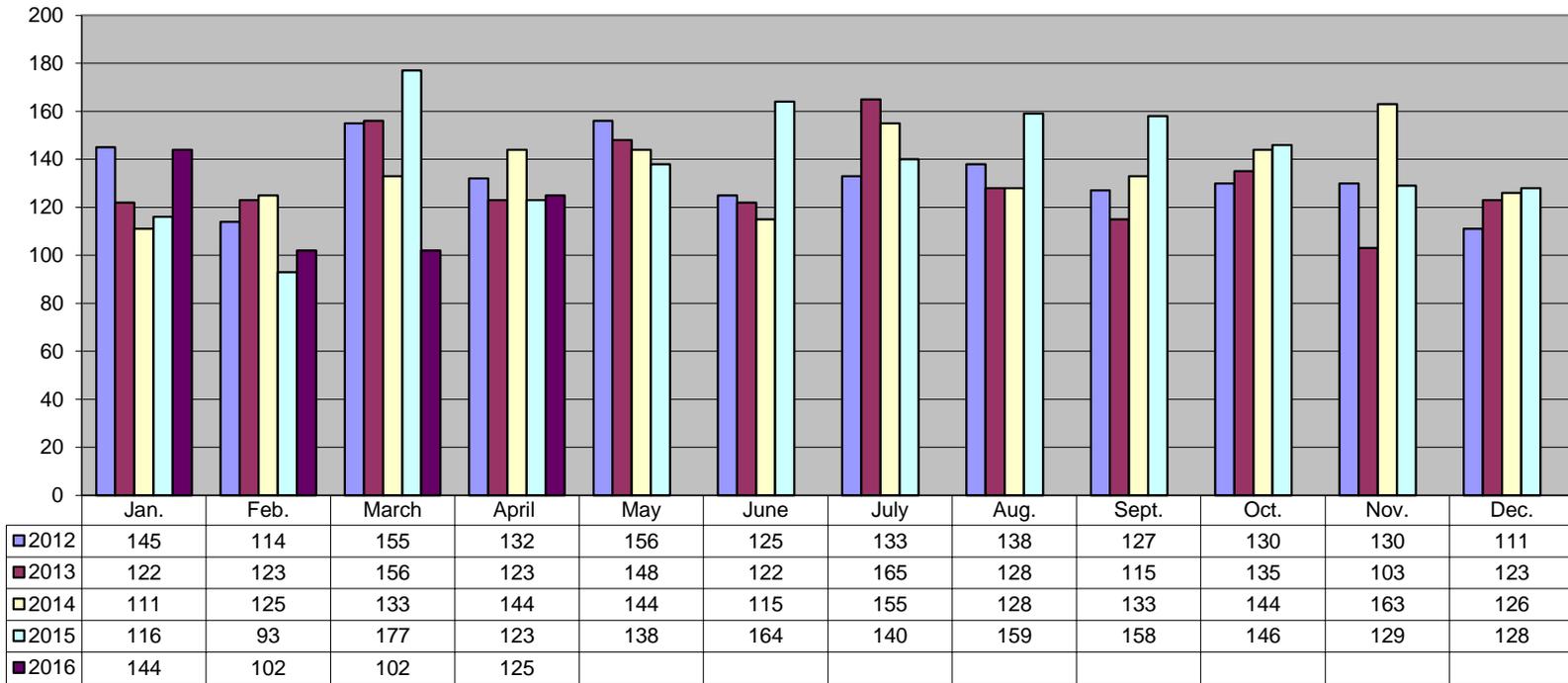
All Other Crimes may include: Interference with Police Officer, Criminal Threats, Disorderly Conduct, Criminal Trespass, Narcotic Violations, Liquor Violations, Indecent Liberties with Child, Kidnapping, DUI, Graffiti, Forgery, Weapons Violation, Criminal Damage to Property

Part I Crimes



Part I Crimes - Murder, Manslaughter, Rape, Robbery, Agg. Assault, Burglary, Theft, Auto Theft, Arson

All Other Crimes



All Other Crimes may include: Interference with Police Officer, Criminal Threats, Disorderly Conduct, Criminal Trespass, Narcotic Violations, Liquor Violations, Indecent Liberties with Child, Kidnapping, DUI, Graffiti, Forgery, Weapons Violation, Criminal Damage to Property

Consideration of Appropriation Ordinance

Ordinances & Resolutions



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Melinda Hitz, Finance Director
DATE: June 7, 2016
RE: 2016 Banking Resolution

ISSUE:

Governing Body is asked to consider and approve the following resolution regarding banking institutions to be used as depositories for the city's public funds.

Resolution No. _____ - 2016, a resolution designating certain banks, savings and loan associations and federally chartered savings banks as depositories of public funds of the City of Garden City, Kansas pursuant to the provisions of K.S.A. 9-1401

BACKGROUND:

As an annual practice the City of Garden City will provide this resolution at the reorganization meeting of the City Commission. This would be considered a best practice to list the institutions that are depositories for the City's public funds.

ALTERNATIVE:

1. Approve the resolution.
2. Deny the resolution.

RECOMMENDATION:

Staff recommends approving the resolution.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
2016 Banking resolution	6/2/2016	Backup Material

RESOLUTION NO. _____

A RESOLUTION DESIGNATING CERTAIN BANKS, SAVINGS AND LOAN ASSOCIATIONS AND FEDERALLY CHARTERED SAVINGS BANKS AS DEPOSITORIES OF PUBLIC FUNDS OF THE CITY OF GARDEN CITY, KANSAS, PURSUANT TO THE PROVISIONS OF K.S.A. 9-1401.

WHEREAS, the City of Garden City, Kansas, a municipal corporation, is duly organized and existing under the laws of the State of Kansas with its principal office at Garden City, Kansas; and

WHEREAS, Article 14 of Chapter 9 of Kansas Statutes Annotated, hereinafter cited as K.S.A. 9-1401 et seq., as amended, provides that the Governing Body of any municipal corporation shall designate by official action recorded upon its minutes the state and national banks, state and federally chartered savings and loan associations, and federally chartered savings banks with home offices located in the State of Kansas which shall serve as depositories of its funds; and

WHEREAS, K.S.A. 9-1401 et seq., as amended, provides that state and national banks, state and federally chartered savings and loan associations, and federally chartered savings banks with offices located within the County or Counties in which all or part of such municipal corporation is located and with home offices located in the State of Kansas shall be designated as such official depositories whenever the municipal corporation can obtain satisfactory security therefrom; and

WHEREAS, the below listed state and national banks, state and federally chartered savings and loan associations and federally chartered savings banks have offices located in Garden City, Kansas, and are hereby designated as official depositories:

1. Bank of the West, P.O. Box 2830, Omaha, NE 68103-2830
2. Commerce Bank, 215 N. Main Street, Garden City, KS 67846-9989
3. Garden City State Bank, P.O. Box G, Garden City, KS 67846
4. First National Bank, P.O. Box 928, Syracuse, KS 67878
5. Western State Bank, 1500 E. Kansas Avenue, Garden City, KS 67846
6. American State Bank & Trust Co., P.O. Box 1346, Great Bend, KS 67530-1346
7. Valley State Bank, 1701 E. Mary Street, Garden City, KS 67846

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GARDEN CITY, KANSAS, that the above-listed financial institutions, as well as any financial institutions of the type specified by K.S.A. 9-1401, as amended, as shall hereafter open an office in Garden City, Kansas, are hereby declared to be depositories of funds of the City of Garden City, Kansas, from and after the date of this resolution; provided that the listed institutions are selected by the City as depositories of one or more of the City's operating accounts; and provided further that the listed financial institutions shall deposit the bond or security as required by K.S.A. 9-1402 and 9-1405, as amended; and provided further that a copy

of any joint custody receipt representing a pledged bond or security deposited as required by K.S.A. 9-1405, as amended, shall be furnished to both the Finance Director of the City of Garden City and to the listed depositories.

ADOPTED AND APPROVED by the Governing Body of the City of Garden City, Kansas on this 7th day of June, 2016.

CITY OF GARDEN CITY, KANSAS

[seal]

By _____
Chris Law, Mayor

ATTEST:

By _____
Celyn N. Hurtado, City Clerk



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services Director
DATE: June 7, 2016
RE: Environmental Nuisance Resolution

ISSUE:

Resolution. No. _____-2016, a resolution authorizing the removal of nuisance conditions from the property listed below in the City of Garden City, Kansas, pursuant to Section 38-139 of the Code of Ordinances of the City of Garden City, Kansas. (1117 Gillespie Drive - Stacks of totes and other things against the garage)

BACKGROUND:

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

The residents of 1117 Gillespie Drive have been notified pursuant to Section 38-137 of the Environmental Code of Ordinances and have neither abated the nuisance conditions nor requested a hearing before the Governing Body.

ALTERNATIVE:

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

RECOMMENDATION:

Staff recommends approval of the resolution.

FISCAL NOTE:

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

ATTACHMENTS:

Description	Upload Date	Type
Resolution - 1117 Gillespie	5/31/2016	Backup Material

(Published in The Garden City Telegram on the _____ day of _____, 2016)

RESOLUTION NO. _____

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

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

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

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

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

1117 Gillespie –Stacks of totes and other things against the garage.

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

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, on this 7th day of June, 2016.

Chris Law, MAYOR

ATTEST:

Celyn N. Hurtado, CITY CLERK

1117 Gillespie





MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services Director
DATE: June 7, 2016
RE: Motor Vehicle Nuisances Resolution

ISSUE:

Resolution No. _____-2016, a resolution authorizing the removal of motor vehicle nuisances from certain properties in the City of Garden City, Kansas, pursuant to Section 38-63 of the Code of Ordinances of the City of Garden City, Kansas. (1706 Campus Drive - Blue truck, 1615 Johnson Street - 2 minivans, 607 Conkling Avenue- White minivan, 1314 Bancroft Street - Black car)

BACKGROUND:

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

The residents of 1706 Campus Drive, 1615 Johnson Street, 607 Conkling Avenue and 1314 Bancroft Street have been notified pursuant to Section 38-63 of the Code of Ordinances and have neither abated the nuisance conditions nor requested a hearing before the Governing Body.

ALTERNATIVE:

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

RECOMMENDATION:

Staff recommends approval of the resolution.

FISCAL NOTE:

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

ATTACHMENTS:

Description	Upload Date	Type
Motor Vehicle Nuisances	5/31/2016	Backup Material

RESOLUTION NO. _____

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

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

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

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

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

- 1706 Campus- Inoperable and/or unregistered vehicle- Blue truck*
- 1615 Johnson- Inoperable and/or unregistered vehicle- 2 minivans*
- 607 Conkling- Inoperable and/or unregistered vehicle- White minivan*
- 1314 Bancroft- Inoperable and/or unregistered vehicle- Black car*

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

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, on this 7th day of June, 2016.

Chris Law, MAYOR

ATTEST:

Celyn N. Hurtado, CITY CLERK

1706 Campus



1615 Johnson



607 Conkling



1314 Bancroft



Old Business

New Business



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Melinda Hitz, Finance Director
DATE: June 7, 2016
RE: Presentation of the 2015 Comprehensive Annual Financial Report

ISSUE:

2:00 p. m. - Charles H. Claar, Jr., Theresa Dasenbrock and Kristen Sekavec from the accounting firm Lewis, Hooper & Dick, LLC will present the City's 2015 Comprehensive Annual Financial Report.

BACKGROUND:

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

ALTERNATIVE:

None

RECOMMENDATION:

Staff recommends that you accept the 2015 Comprehensive Annual Financial Report as presented.

FISCAL NOTE:

None



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Public Utilities Director Muirhead
DATE: June 7, 2016
RE: Water rate adjustment options for consideration.

ISSUE:

The Governing Body is asked to review and consider options for water rate adjustment.

BACKGROUND:

PEC was retained by the City to perform a water utility rate study to evaluate and analyze historical and projected revenues and expenditures to develop a water rate that will meet the City's financial requirements. This study helps determine the water utility's financial ability to address proposed water system improvement and recommendations from the 2014 Garden City Water Distribution System Master Plan.

The Public Utilities Advisory Board (PUAB) has reviewed the Water Rate Study twice and recommended it be presented to the Governing Body. The Governing Body directed staff to provide options for consideration of a water rate adjustment at its meeting on May 17, 2016.

There are two major components of our water rate structure, 1) Minimum Monthly Charges: which covers the City's fixed annual expenditures including debt service, staff expenses, and monthly fee for Wheatland Electric WTP and 2) Water Usage Rates: which cover operations, maintenance, contract engineering and planned improvements and purchases.

ALTERNATIVE:

OPTION #1

PEC Recommended Rate Increases

•Minimum Monthly Charges:

Meter Size (in)	Present	2017	2018	2019	2020	2021
3/4	\$11.15	\$13.94	\$16.03	\$17.63	\$19.39	\$20.36
1	\$12.65	\$15.81	\$18.18	\$20.00	\$22.00	\$23.10
1.5	\$15.15	\$18.94	\$21.78	\$23.96	\$26.35	\$27.67
2	\$23.90	\$29.88	\$34.36	\$37.97	\$41.57	\$43.65
3	\$42.65	\$53.31	\$61.31	\$67.44	\$74.18	\$77.89
4	\$61.15	\$76.44	\$87.90	\$96.69	\$103.36	\$111.68
6	\$80.15	\$100.19	\$115.22	\$126.74	\$139.41	\$146.38
8	\$130.15	\$162.69	\$187.09	\$205.80	\$226.38	\$237.70
10	\$148.90	\$186.13	\$214.04	\$235.45	\$258.99	\$271.94

PEC Recommended Rate Increases

•Water Usage Rates:

	0 - 15,000 gallons (Charge per 1,000 gallons)	15,000-30,000 gallons (Charge per 1,000 gallons)	30,001-60,000 gallons (Charge per 1,000 gallons)	60,000+ gallons (Charge per 1,000 gallons)	All Water Usage (Charge per 1,000 gallons)
Present	\$1.80	\$2.05	\$2.45	\$3.00	\$1.86
2017	\$2.25	\$2.56	\$3.06	\$3.75	\$2.33
2018	\$2.48	\$2.82	\$3.37	\$4.13	\$2.56
2019	\$2.60	\$2.96	\$3.54	\$4.33	\$2.69
2020	\$2.60	\$2.96	\$3.54	\$4.33	\$2.69
2021	\$2.60	\$2.96	\$3.54	\$4.33	\$2.69

	2017	2018	<u>Projected</u> 2019	2020	2021
Beginning Balance	\$0	\$498,963	\$1,687,559	\$3,306,144	\$4,618,244
Total Revenues	\$6,168,402	\$7,057,917	\$7,507,574	\$7,825,820	\$8,000,069
Total Expenditures	(\$5,669,439)	(\$5,869,321)	(\$5,888,988)	(\$6,513,720)	(\$6,337,099)
Ending Balance	\$498,963	\$1,687,559	\$3,306,144	\$4,618,244	\$6,337,099

OPTION #2

•Minimum Monthly Charges:

Meter Size (in)	Present	2017	2018	2019	2020	2021
3/4	\$11.15	\$13.94	\$16.03	\$17.63	\$19.39	\$20.36
1	\$12.65	\$15.81	\$18.18	\$20.00	\$22.00	\$23.10
1.5	\$15.15	\$18.94	\$21.78	\$23.96	\$26.35	\$27.67
2	\$23.90	\$29.88	\$34.36	\$37.97	\$41.57	\$43.65
3	\$42.65	\$53.31	\$61.31	\$67.44	\$74.18	\$77.89
4	\$61.15	\$76.44	\$87.90	\$96.69	\$103.36	\$111.68
6	\$80.15	\$100.19	\$115.22	\$126.74	\$139.41	\$146.38
8	\$130.15	\$162.69	\$187.09	\$205.80	\$226.38	\$237.70
10	\$148.90	\$186.13	\$214.04	\$235.45	\$258.99	\$271.94

•Water Usage Rates:

Year	0-15,000 gallons (Charge per 1,000 gallons)	15,000 - 30,000 gallons (Charge per 1,000 gallons)	30,001 - 60,000 gallons (Charge per 1,000 gallons)	60,000+ gallons (Charge per 1,000 gallons)	All Water Usage (Charge per 1,000 gallons)
Present	\$1.80	\$2.05	\$2.45	\$3.00	\$1.86

Present	\$1.00	\$2.00	\$2.75	\$3.00	\$1.00
2017	\$2.00	\$2.30	\$3.06	\$3.75	\$2.00
2018	\$2.25	\$2.56	\$3.37	\$4.13	\$2.33
2019	\$2.50	\$2.82	\$3.54	\$4.33	\$2.56
2020	\$2.60	\$2.96	\$3.54	\$4.33	\$2.69
2021	\$2.60	\$2.96	\$3.54	\$4.33	\$2.69

			Projected		
	2017	2018	2019	2020	2021
Beginning Balance	\$0	(\$12,780)	\$761,008	\$2,128,528	\$3,445,574
Total Revenues	\$5,656,659	\$6,643,109	\$7,256,508	\$7,830,766	\$8,005,041
Total Expenditures	(\$5,669,439)	(\$5,869,321)	(\$5,888,988)	(\$6,513,720)	(\$6,281,214)

Ending Balance	<u>(\$12,780)</u>	<u>\$761,008</u>	<u>\$2,128,528</u>	<u>\$3,445,574</u>	<u>\$5,169,401</u>
----------------	-------------------	------------------	--------------------	--------------------	--------------------

OPTION #3

•Minimum Monthly Charges:

Meter Size (in)	Present	2017	2018	2019	2020	2021
3/4	\$11.15	\$13.94	\$16.03	\$17.63	\$19.39	\$20.36
1	\$12.65	\$15.81	\$18.18	\$20.00	\$22.00	\$23.10
1.5	\$15.15	\$18.94	\$21.78	\$23.96	\$26.35	\$27.67
2	\$23.90	\$29.88	\$34.36	\$37.97	\$41.57	\$43.65
3	\$42.65	\$53.31	\$61.31	\$67.44	\$74.18	\$77.89
4	\$61.15	\$76.44	\$87.90	\$96.69	\$103.36	\$111.68
6	\$80.15	\$100.19	\$115.22	\$126.74	\$139.41	\$146.38
8	\$130.15	\$162.69	\$187.09	\$205.80	\$226.38	\$237.70
10	\$148.90	\$186.13	\$214.04	\$235.45	\$258.99	\$271.94

•Water Usage Rates:

Year	0 - 15,000 gallons (Charge per 1,000 gallons)	15,000 - 30,000 gallons (Charge per 1,000 gallons)	30,001 - 60,000 gallons (Charge per 1,000 gallons)	60,000+ gallons (Charge per 1,000 gallons)	All Water Usage (Charge per 1,000 gallons)
Present	\$1.86	\$2.05	\$2.45	\$3.00	\$1.80
2017	\$1.96	\$2.30	\$3.06	\$3.75	\$2.00
2018	\$2.15	\$2.56	\$3.37	\$4.13	\$2.33
2019	\$2.33	\$2.82	\$3.54	\$4.33	\$2.56
2020	\$2.56	\$2.96	\$3.54	\$4.33	\$2.69
2021	\$2.69	\$2.96	\$3.54	\$4.33	\$2.69

			Projected		
	2017	2018	2019	2020	2021
Beginning Balance	\$0	(\$52,137)	\$622,278	\$1,844,698	\$3,121,180
Total Revenues	\$5,617,302	\$6,543,736	\$7,111,409	\$7,790,201	\$8,097,205
Total Expenditures	(\$5,669,439)	(\$5,869,321)	(\$5,888,988)	(\$6,513,720)	(\$6,281,214)

Ending Balance	<u>(\$52,137)</u>	<u>\$622,278</u>	<u>\$1,844,698</u>	<u>\$3,121,180</u>	<u>\$5,169,401</u>
----------------	-------------------	------------------	--------------------	--------------------	--------------------

OPTION #4

Direct staff to develop different rate considerations other than alternatives 1-3.

RECOMMENDATION:

Staff recommends that the Governing Body select one of alternatives 1, 2 or 3 with an implementation date of October 1, 2016. An ordinance will be presented for consideration and approval at the June 21st meeting.

FISCAL NOTE:

Depending on what alternative is selected, it will begin to increase revenues in the water fund starting November 2016.

ATTACHMENTS:

Description	Upload Date	Type
PEC Water Rate Study	5/31/2016	Backup Material



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services Director
DATE: June 7, 2016
RE: 2016 National Historic Preservation Fund Grant

ISSUE:

The Governing Body is asked to consider and accept the 2016 National Historic Preservation Fund Grants awarded to Garden City.

BACKGROUND:

The National Park Service offers a Historic Preservation Fund Grant every year to finance activities that will contribute to planning for the preservation of our built environment and archeological resources. These grants are administered through our State Historic Preservation Office and are contingent upon allocation of federal funds.

For the 2016 grant, Garden City has applied and been awarded the Historic Preservation Fund Grant for the following projects:

1. The City of Garden City Preservation Plan in the amount of \$35,000.
2. CLG Training – National Alliance of Preservation Commissions' National Forum in the amount of \$5,625.

The first grant allows the City to contract out for a Preservation Plan. The City does have an existing preservation plan; however, it hasn't been updated since 2000. It is ideal to update the plan every ten to fifteen years. In addition, many of the goals have been met in the existing plan; therefore, a new plan is needed to keep our preservation efforts current.

The second grant allows three of our staff members to travel to the National Forum in Mobile, Alabama this July to receive training on Historic Preservation. We are excited for this opportunity as it will give staff a chance to get the needed education to help our City in our historic preservation effort. It is staff's goal to use the training to help assemble the updated preservation plan.

The State is asking for a signed acceptance letter if the Governing Body chooses to accept this grant.

ALTERNATIVE:

The governing body may:

1. Accept the grants as awarded.
2. Not accept the grants as awarded

RECOMMENDATION:

Staff recommends acceptance of the grants.

FISCAL NOTE:

If awarded, the City will receive an approximate total of \$40,625.00 to be used for the projects listed above.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services Director
DATE: June 7, 2016
RE: Distribution of the Downtown Development Fund for 115 E. Laurel Street.

ISSUE:

The Governing Body is asked to consider and approve the distribution of the Downtown Development Fund for 115 E. Laurel Street.

BACKGROUND:

GMCN Group, LLC has submitted an application for the Downtown Development Fund in order to replace the current roof on their business, GMCN Architects, located at 115 E. Laurel St. The property is located in the C-3, Central Business District. The total cost of the new roof is estimated to be \$41,900, and GMCN Group, LLC is asking for an 80% reimbursement amount of \$33,520.

The application submittal has been attached for the Commission's review.

The project is to include replacing the metal canopy roof and to re-cover the built up roof on the building.

The Downtown Development Fund has a current balance of \$169,166.40 for the remainder of 2016. All of the other applications that we have received requesting less than \$50,000 have been funded in their entirety.

The project is in compliance with the Downtown Master Plan and the Garden City Zoning Regulations. The building permit has been issued to a licensed contractor (B16-000348).

ALTERNATIVE:

The Governing Body may:

1. Fully fund the presented project at \$33,520.00.
2. Fund the requested application at a different amount.
3. Deny the requested application for the Downtown Development Fund.

RECOMMENDATION:

The Governing Body may choose any of the alternatives or create a new viable option.

FISCAL NOTE:

There is currently \$169,166.40 in the fund. If this application is awarded at the amount requested, it would use 19.82% of the remaining funds. The Downtown Development Fund is funded by the General Fund.

ATTACHMENTS:

Description	Upload Date	Type
Application Package	6/1/2016	Backup Material
Aerial Photo - 115 E Laurel	6/1/2016	Backup Material
Photo of Building	6/1/2016	Backup Material



APPLICATION FOR DOWNTOWN DEVELOPMENT FUND

RESOLUTION #

DATE:

PLEASE PRINT OR TYPE

OWNER'S NAME

MCN Group LLC

Stewart Nelson

Kent Carmichael

OWNER'S MAILING ADDRESS

115 East Laurel Street

Garden City, KS 67846

PHONE NUMBERS

HOME

WORK 620-276-3244

EMAIL

snelson@gmcnarchitects.com

PROPERTY ADDRESS

115 East Laurel Street

Garden City, KS 67846

PROPERTY IDENTIFICATION INFORMATION

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

COPY OF DEED

RECEIPT OF PAID TAXES

LEGAL DESCRIPTION

Use additional sheets if necessary

STEVENS, JA ADDITION---389, S18, T24, R32W, BLOCK 27, PT

PARCEL IDENTIFICATION NUMBER (CAMA)

27418010430110000000

BLOCK 27 & TR ADJ ON S DESC AS BEG 50' S of NW COR LOT 08
TH ELY 55' TH S 100' TH WLY 55' TH N 100' TO POB, Prop Addr:

115 E LAUREL, Sec:18, Twp: 24, Rng: 32W, Lot: Blk: 27

PROPERTY IMPROVEMENTS

PLEASE CHECK ALL THAT APPLY

Environmental Remediation Façade 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)

Exterior metal roofing removal and replacement with new metal roofing along with parapet coping cap removal and replacement. Replacement of existing built-up gravel roofing.

IMPROVEMENT (cost estimates) \$ 41,904.12

Forty-One Thousand Nine Hundred Four Dollars & 12/100...

Total Cost: \$41,900
80% reimb. - \$33,520.00

PROJECTED CONSTRUCTION SCHEDULE

Summer 2016

Summer 2016

START DATE

FINISH DATE

PROPERTY OWNER / APPLICANTS SIGNATURE

DATE

FOR OFFICE USE ONLY

APPROVALS:

Community Development Date of Approval

Finance Director Date of Approval

Blair Blingsworth 5/31/16

Receipt Num: 2713 2nd Half Year: 2015 Stmt Num: 15626 Real Estate
MCN GROUP LLC

115 E LAUREL STREET
GARDEN CITY KS 67846-5498

STEVENS, JA ADDITION---389, S18, T24,
R32W, BLOCK 27, PT BLOCK 27 & TR ADJ ON
S DESC AS BEG 50' S OF NW COR LOT 08 TH
ELY 55' TH S 100' TH WLY 55' TH N 100'
ADDR: 115 E LAUREL

Parcel ID: 27418010430110000000

Lot: Blk: 27 STEVENS, JA ADDN
Sec: 18 Twp: 24 Rng: 32W

Receipt Amount: 5355.73
Fees:

CountyWorks by Manatron

RD

Total Tax: 5355.73

Total Fees:

TOTAL RECEIPTS: 5355.73

Check: \$5,355.73

Ck Num: 23000

MCN GROUP LLC
115 E LAUREL STREET

GARDEN CITY KS 67846-5498

FINNEY COUNTY KS

Finney County
Raylene Dick
P O Box M
Garden City, KS 67846
620-272-3527
www.finneycounty.org

2015
TAX STATEMENT
Real Estate **BY:**

RECEIVED
NOV 16 2015

Statement: 015626

Pin: 513L6FP8

MCN GROUP LLC

District Breakdown	Gen Tax	Parcel ID
GARDEN CITY	2236.55	274 18 0 10 43 011 00 0
USD 457	3083.54	Tax Unit
USD 457 BOND & INTEREST	585.30	001 CITY
GARDEN CITY REC COMM	352.73	City/Twp
GARDEN CITY CC	1481.09	21 GARDEN CITY
STATE	105.78	Sub Division
FINNEY COUNTY	2866.48	389 STEVENS, JA ADDN
TOTAL	10711.47	

COPY

*50.89
5,355.74
5,406.63*

Land Use	USD	Levy
2401	457	151.897

TOTAL TAX \$10,711.47

Class	Land	Improve	Gen Tax
COMMERCIAL/INDUST	2100	68418	10711.47
TOTAL	70518		10711.47

*Ad 12-15-15
1st half
ck 22983*

*2nd Half
Pd 12-14-15
ck 3900
5,355.73*

TAX DUE \$10,711.47

1st half due on or before
December 20, 2015.
2nd half due on or before
May 10, 2016.
4% interest on delinquent taxes.

Legal Description
STEVENS, JA ADDITION---389, S18, T24, R32W, BLOCK 27, PT BLOCK 27 & TR ADJ ON S DESC AS BEG 50' S OF NW COR LOT 08 TH ELY 55' TH S 100' TH WLY 55' TH N 100' TO POB Prop Addr: 115 E LAUREL Sec: 18 Twp: 24 Rng: 32W Lot: Blk: 27

IF YOU NO LONGER OWN LISTED PROPERTY,
CALL THE FINNEY COUNTY APPRAISER 620-272-3517.

To pay taxes online, go to...
www.accesskansas.org/kspropertytax/index.do

- On Personal Property and Oil/Gas Taxes -
- Half payments are not accepted after December 20th -
- All prior year delinquent taxes must be paid in full -
- before we can accept current tax. -

Please make checks payable to Finney County Treasurer.
Please advise our office of any address changes.

*** 2nd Half Notices Will Not Be Sent ***

PLEASE RETURN APPROPRIATE COUPON BELOW WITH YOUR REMITTANCE.

Pay: Full Payment
Due Dec 20, 2015

\$10,711.47



201501562609

Statement # 015626

Please Send Receipt? YES

2015 Real Estate

MCN GROUP LLC
115 E LAUREL STREET

GARDEN CITY KS 67846-5498

CountyWorks by Manatron



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 #: B16-000348
 Issue Date: 05/03/2016

Location: Garden City

Job Site Information:
 115 East LAUREL
 Garden City, KS 67846

Property Owner:
 MCN GROUP LLC
 115 E LAUREL ST
 GARDEN CITY KS 67846-5498

Applicant Information:
 D.V. Douglass Roofing Inc
 D.V. Douglass Roofing Inc
 PO Box 506
 Garden City KS 67846

Subdivision:

Legal Description:

Zoning District:

Description of Work: REPLACE METAL CANOPY ROOF & RECOVER BUILT-UP ROOF

Contractor Information

License #:

General Contractor:

Electrical:

Mechanical:

Plumbing:

*****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
 Living Space: sqft
 Basement: sqft
 Finished:
 Rough In:

Total Site Area
 sqft:
 acres:
 Lot Coverage:
 Total Area:
 #Bathrooms:
 #Bedrooms:
 Total # Rooms:

Valuation: \$41,900.00

Water Pipe Diameter:
 Electric Meter:
 Waste:

Garage: sqft
 Decks: sqft
 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.

Building Official:

Blair Mingsworth

Date: June 01, 2016

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 180 DAYS OR THIS PERMIT SHALL BE NULL AND VOID.

****Office Use Only****

Receipt #: 11849

Amount Paid: 220.00

Amount Due: 0.00



Proposal

D.V. Douglass Roofing, Inc

1215 W. Mary St. - PO Box 506 620-276-7474 Garden City, KS 67846

Proposal Date
March 25, 2016

Proposal	Phone
GMCN Architects	620-276-3244
Address	Job Name
115 E. Laurel Street	Mansard & Coping metal Replacement
City, State, and Zip Code	Job Location
Garden City, Kansas 67846	115 E. Laurel Garden City, Kansas 67846

**We hereby submit specifications and estimates to:
FURNISH ALL EQUIPMENT, LABOR, AND MATERIAL TO:**

**PLEASE SIGN AND RETURN
ONE COPY OR FAX 620-276-8065**

Repalce metal roofing on mansards and metal coping caps as follows:

- 1) Remove all existing metal roofing from mansard roofs and dispose of properly.
- 2) Inspect deck and report condition to owner. Rotted decking to be replaced on T & M basis.
- 3) Over acceptable deck, install high temperature Ice & Water shield over entire deck area.
- 4) Install a new Berridge Manufacturing "T-panel" standing seam metal roof system with weather seal vinyl gasketed seams. All required trim, closures and counterflashings are included. Color to be "Champagne" metallic finish.
- 5) Remove existing coping cap and replace with new "Champagne" metallic finish coping cap.

PRICE.....	\$13,435.00
8.65% GC sales tax	\$ 1,162.12
	\$ 14,597.12

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

_____ **AS SHOWN ABOVE** _____ Dollars (\$ _____)

payment made as follows: UPON COMPLETION ___ Any unpaid balance will be charged **15% per annum** until paid _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance

Authorized Signature
Steven L. Douglass

Note: This proposal may be withdrawn by us if not accepted within 30 Days

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____
Signature _____
Signature _____

N MAIN ST

414
412

406

404
402

140'

115
117

100'

55'

140'

85'

100'

407

200'

E LAUREL ST

N 7TH ST

406

50.5'

404

49.5'

201

140'

50'

N 7TH ST

E LAUREL ST

63'

116

8

115

322

140'

50'

320

43'

150'

414



GMCN Office Building – Showing Canopy Roof(s) to be replaced.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services Director
DATE: June 7, 2016
RE: Distribution of the Downtown Development Fund for 110 Stevens Avenue/113 W. Pine Street.

ISSUE:

The Governing Body is asked to consider and approve the distribution of the Downtown Development Fund for 110 Stevens Avenue/113 W. Pine Street.

BACKGROUND:

Hector Gutierrez has submitted an application for the Downtown Development Fund for remodeling and making upgrades to a commercial building located at 110 Stevens. The property has an entrance located at 110 Stevens as well as on the other side at 113 W. Pine. Once the remodeling is complete, the main entrance will be located off of Pine, but the building is currently addressed as 110 Stevens. The property is located in the C-3, Central Business District, and the applicant plans on relocating his office in this building once it is complete and leasing out the additional office space. The total cost of renovation is estimated to be \$88,210.00, and Mr. Gutierrez is asking for an 80% reimbursement of \$70,568.00. The application submittal has been attached for the Commission's review.

The project is to include replacing the drywall, new paint throughout the building, new floor tile and ceiling tiles, new HVAC system, replacement of 12 windows, roof repair, stucco, and new light and plumbing fixtures.

The Downtown Development Fund has a current balance of \$169,169.40 for the remainder of 2016. The past projects that have requested more than \$50,000 from the Downtown Development Fund have been awarded \$50,000 only.

This project is in compliance with the Downtown Master Plan and the Garden City Zoning Regulations. A building permit for this project has been issued to a licensed contractor (B16-000413).

ALTERNATIVE:

The Governing Body may:

1. Fully fund the presented project at \$70,568.00.
2. Fund the requested application at a different amount.
3. Deny the requested application for the Downtown Development Fund.

RECOMMENDATION:

The Governing Body may choose any of the alternatives or create a new viable option.

FISCAL NOTE:

There is currently \$169,166.40 in the fund. If this application is awarded at the amount requested, it would use 41.72% of the remaining funds. The Downtown Development Fund is funded by the General Fund.

ATTACHMENTS:

Description	Upload Date	Type
Application Package - 110 Stevens	6/1/2016	Backup Material
110 Stevens Aerial	6/1/2016	Backup Material
Photo of Building - 110 Stevens	6/1/2016	Backup Material



APPLICATION FOR DOWNTOWN DEVELOPMENT FUND

RESOLUTION #

DATE:

PLEASE PRINT OR TYPE

OWNER'S NAME

Hector Gutierrez
ES

OWNER'S MAILING ADDRESS

1301 W MAPLE
Garden City KS, 67846

PHONE NUMBERS

HOME 620 262-0796

PROPERTY ADDRESS

113 PINE ST / 110 STEVENS
GARDEN CITY KS 67844

WORK

EMAIL Hector@ceglands.com

PROPERTY IDENTIFICATION INFORMATION

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

COPY OF DEED RECEIPT OF PAID TAXES

LEGAL DESCRIPTION

Use additional sheets if necessary

PARCEL IDENTIFICATION NUMBER (CAMA)

PROPERTY IMPROVEMENTS

PLEASE CHECK ALL THAT APPLY

- Environmental Remediation Façade 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)

Drywall, paint FLOOR TILE
CEILING TILE Replace 12 WINDOWS
Light Fixture, plumbing fixtures

IMPROVEMENT (cost estimates) \$

58,210⁰⁰

ADD HVAC, STUCCO Repair ROOF

PROJECTED CONSTRUCTION SCHEDULE

START DATE

FINISH DATE

PROPERTY OWNER / APPLICANTS SIGNATURE

DATE

5-17-16

FOR OFFICE USE ONLY

APPROVALS:

- Community Development Date of Approval 5/18/16
 Finance Director Date of Approval

Tax Year: 2015

Stmt: 6755 Type: REAL ESTATE Parcel ID: 028-274-18-0-10-34-007.01-0-00

[View Appraisal Information](#)

Property Address:

110 STEVENS AVE
GARDEN CITY 67846

Legal Description:

STEVENS 2ND ADDITION---392, S18,
T24,
R32W, BLOCK 39, A TR BEG 109.9' NW
INT
W R/W STEVENS AVE & N R/W PINE ST
TH
SWLY 106.5' TH W 40.4' TH NELY 134.6

T/U: 001 - CITY City/Twp: GARDEN CITY Sub Div: STEVENS 2ND
ADDITION USD: 457

Levy: 151.897 Sec: 18 Twp: 24 Rng: 32W Lot: Blk: 39

General Tax: \$912.14

Specials: 0.00

Total Tax: 912.14

Rec To-Dt: 912.14

Balance: 0.00

Int-To-Dt (As of
06/01/2016): 0.00

Fees: 0.00

Total Due: \$0.00

Owner Information:

FINNEY COUNTY BOARD OF
COMMISSIONERS
PO BOX M
GARDEN CITY KS 67846-0450

Taxpayer Information:

PAYMENT UNDER PROTEST
2015

Receipt Information

Type	Receipt Number	Date	Tax	Int/Fee
CUR *	05 1356	12/07/2015	1,937.14	0.00
CUR *	01 7426	02/04/2016	-1,025.00	0.00

Added/Abatement Information

Type	Order Number	Date	Tax
Abatement	12742	01/30/2016	-1,025.00

Additional Years Statements

Tax Year	Stmt #	Redemption #	Owner Name	Taxpayer Name	Total Due
<u>2014</u>	20096		ROGERS CHRIS		\$0.00
<u>2013</u>	20611	660	ROGERS CHRIS		\$0.00

2012	20727	652	ROGERS CHRIS	\$0.00
2011	20999	520	ROGERS CHRIS	\$0.00
2010	20723	528	ROGERS CHRIS	\$0.00
2009	20520	566	ROGERS CHRIS	\$0.00
2008	20310	593	ROGERS CHRIS	\$0.00
2007	22040	501	ROGERS CHRIS	\$0.00
2006	22361	539	ROGERS CHRIS	\$0.00
2005	22012	560	ROGERS CHRIS	\$0.00
2004	22151	583	ROGERS CHRIS	\$0.00
2003	21779	574	ROGERS CHRIS	\$0.00
2002	21796	642	ROGERS CHRIS	\$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 #: B16-000413
 Issue Date: 05/18/2016

Location: Garden City

Job Site Information:
 113 PINE Street
 Garden City, KS 67846

Property Owner:
 GUTIERREZ, HECTOR
 1301 W MAPLE ST
 GARDEN CITY KS 67846

Applicant Information:
 DODGE CITY HOME BUILDERS, LLC
 DODGE CITY HOME BUILDERS, LLC
 1301 W MAPLE ST
 GARDEN CITY KS 67846

Subdivision:

Legal Description:

Zoning District:

Description of Work: REMODEL DRYWALL WINDOWS HVAC STUCCO TILE

Contractor Information

General Contractor:

Electrical:

Mechanical: A&J SHEET METAL

Plumbing:

License #:

16-5102

*****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
 Living Space: sqft
 Basement: sqft
 Finished:
 Rough In:

Total Site Area
 sqft:
 acres:
 Lot Coverage:
 Total Area:
 #Bathrooms:
 #Bedrooms:
 Total # Rooms:

Valuation: \$88,000.00

Water Pipe Diameter:
 Electric Meter:
 Waste:

Garage: sqft
 Decks: sqft
 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.

Building Official:

Blair Mingsworth

Date: June 01, 2016

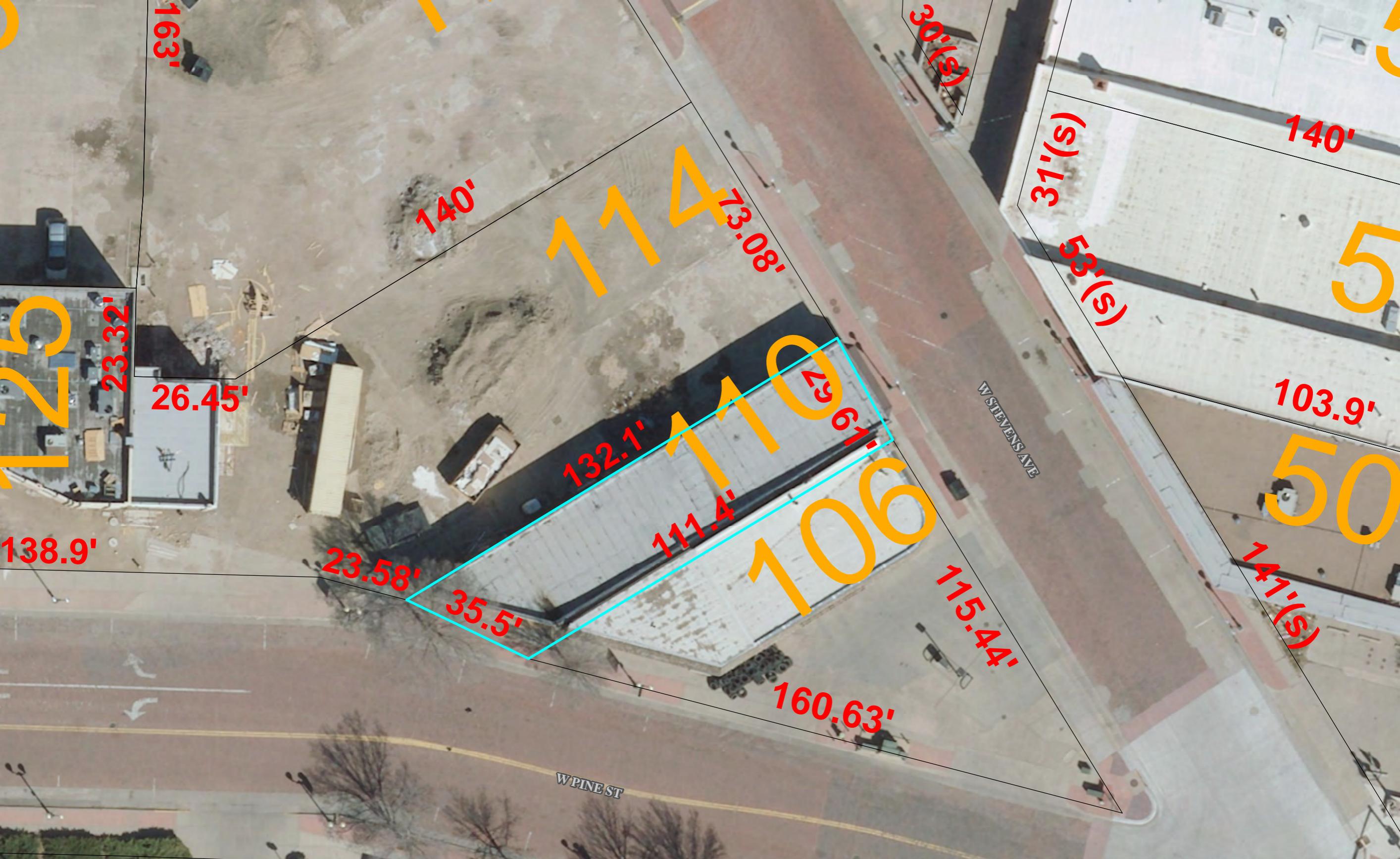
PERMISSION HAS BEEN GRANTED TO PERFORM THE WORK INCLUDED IN THIS APPLICATION. THIS PERMIT SHALL NOT BE CONSTRUED TO PERMIT ANY VIOLATION OF APPLICABLE LAWS, REGULATIONS, ORDINANCES, AND CODES. CONSTRUCTION MUST BE STARTED WITHIN 180 DAYS AND WORK SHALL NOT BE SUSPENDED FOR MORE THAN 180 DAYS OR THIS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

****Office Use Only****

Receipt #: 11979

Amount Paid: 346.00

Amount Due: 0.00



163'

30'(s)

140'

31'(s)

53'(s)

140'

73.08'

114

23.32'

26.45'

103.9'

W STEVENS AVE

132.1'

49.67'

111.4'

50

138.9'

23.58'

35.5'

106

115.44'

141'(s)

160.63'

WPINE ST



Building Frontage – Facing Pine St.



Building Frontage – Facing Stevens St.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services Director
DATE: June 7, 2016
RE: Distribution Downtown Development Fund for 325 N. Main Street

ISSUE:

The Governing Body is asked to consider and approve the distribution of the Downtown Development Fund for 325 N. Main Street.

BACKGROUND:

Kyle Miller has submitted an application for the Downtown Development Fund for remodeling and upgrades of the exterior of 325 N. Main Street. This property is located in the C-3, Central Business District. The total cost of the renovation is estimated to be \$69,324, and the applicant is asking for an 80% reimbursement of \$55,459. The application submittal has been attached for the Commission's review.

The project is to include the remodeling of the exterior of the former Finley;s store front. The applicant plans to remove the metal façade which will open up four windows that are currently blocked on the upper levels. The remodel will also include new stucco on the front and the addition of awnings. There is already a tenant renting this space and they are operating The Embroider Shop/ Bankshop Billiards store out of this location.

The Downtown Development fund has a current balance of \$169,166.40 for the remainder of 2016.

This project is in compliance with the Downtown Master Plan and the Garden City Zoning Regulations.

ALTERNATIVE:

The Governing Body may:

1. Fully fund the presented project at \$55,459.
2. Fund the requested application at a different amount.
3. Deny the requested application for the Downtown Development Fund.

RECOMMENDATION:

The Governing Body may choose any of the alternatives or create a new viable option.

FISCAL NOTE:

There is currently \$169,166.40 in the fund. If this application is awarded at the amount requested, it would use 32.78% of the remaining funds. The Downtown Development Fund is funded by the General Fund.

ATTACHMENTS:

Description	Upload Date	Type
DDF Application and supplemental Information	6/1/2016	Backup Material
325 N Main Aerial	6/1/2016	Backup Material
325 N Main Photos	6/1/2016	Backup Material



APPLICATION FOR DOWNTOWN DEVELOPMENT FUND

PLEASE PRINT OR TYPE

OWNER'S NAME

Max Miller

OWNER'S MAILING ADDRESS

2011 N. Fleming

PHONE NUMBERS

HOME 620-271-2604

WORK -272-6422 Kyle Miller

PROPERTY ADDRESS

325 N Main St.

EMAIL

REQUIRED DOCUMENTATION

(The following documents MUST be turned in with application)

- COPY OF DEED
- RECEIPT OF PAID TAXES
- COMPLETED W9
- CONSTRUCTION BIDS

PROPERTY IMPROVEMENTS

PLEASE CHECK ALL THAT APPLY

- Environmental Remediation
- Façade 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)

IMPROVEMENT DESCRIPTION

(Please be specific and Use additional sheets if necessary)

Remove old Façade
Open up windows on 2nd Floor
Replace Awning

IMPROVEMENT (cost estimates)

Building Costs: \$ 69,324

Professional Fees: \$

PROJECTED CONSTRUCTION SCHEDULE

7 / 1 / 16

START DATE

8 / 1 / 16

FINISH DATE

Kyle Miller

PROPERTY OWNER / APPLICANTS SIGNATURE

6 / 1 / 16

DATE

FOR OFFICE USE ONLY

APPROVALS:

- Community Development Date of Approval _____
- Governing Body Date of Approval _____



INSPECTIONS: PH: 620-276-1120
 FAX: 620-276-1173 WEB: garden-city.org

BUILDING PERMIT APPLICATION:

LOCATION: Garden City: [] Holcomb: [] Finney County: []
 PROJECT ADDRESS: 325 N main st.
 DESCRIPTION OF WORK: Remove old facade and cover with Dryvit, open windows on 2nd floor
 SUBDIVISION NAME: _____ LOT NO.: _____ BLOCK NO.: _____ Replace Awning
 ZONING DISTRICT: _____
 TYPE OF WORK: NEW: [] ADDITION: [] OTHER: Remodel

USE OF STRUCTURE OR NEW CONSTRUCTION: _____
 OWNER: Max Miller
 ADDRESS: 2011 N Fleming CITY: Garden City STATE: KS ZIP: 67846
 HOME PHONE: _____ WORK PHONE: _____ FAX: _____ CELL: 271-2604
 APPLICANT: Kyle Miller
 ADDRESS: 2114 Antler Ridge CITY: G.C. STATE: KS ZIP: 67846
 HOME PHONE: _____ WORK PHONE: _____ FAX: _____ CELL: 272-6422
 E-MAIL ADDRESS: Kdmiller80@gmail.com

CONTRACTOR INFORMATION:
 BUILDER: Hutton Construction
 CONTRACTORS LICENSE: YES _____ NO
 PLUMBER: _____
 CONTRACTORS LICENSE: _____ YES _____ NO
 ELECTRICIAN: _____
 CONTRACTORS LICENSE: _____ YES _____ NO
 MECHANICAL: _____
 CONTRACTORS LICENSE: _____ YES _____ NO

*** 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: (Fill in or Circle Correct Answers) Work to begin: 7-1-16 and to be completed: 8-1-16

The following plans are attached with this application: Plot Plan/Site Plan: Yes or No Floor Plan: Yes or No Elevations: Yes or No Drainage: Yes or No
 PLOT PLAN/SITE PLAN REQUIREMENTS: A plot plan/site plan is a map of a lot that shows the size and shape of the lot including dimensions (measurements) of all of the following: (1) Location of all structures existing or proposed. (2) The shape and position of all impervious areas, such as driveways, patios, sidewalks, and paving etc. (3) The distance from each structure to the property lines and to other structures. (4) You may also be required to show the location of structures on the adjoining lots and the distance from those structures to your proposed project. (5) Show public roads and driveway entrances. (6) Show all buildings with dimensions and setback dimensions. (7) Show all right-of-ways and all utility easements. (8) Grading & Drainage plans.

Estimated value of construction (materials & labor): \$ 69,324 Total Site Area: _____ Sq.Ft. _____ Acres
 Proposed structure floor areas: Structure will cover _____ Square Feet Living Space Square Feet: _____
 Basement Square Feet: _____ Basement Finished: Yes or No _____% Basement Bath Roughin: Yes or No No. Bathrooms: _____
 Garage Sq. Ft.: _____ Carport Sq. Ft.: _____ Decks Sq.Ft.: _____ Porches Sq.Ft.: _____ No. Bedrooms: _____ Total Number of Rooms: _____
 TOTAL AREA SQ FT: _____ Water Pipe Diameter: _____ Electric Meter _____ Sewer _____ Septic _____ Percent covered of Site area _____%

I HEREBY AFFIRM THE ABOVE STATEMENTS ARE TRUE AND CORRECT AND ALSO AGREE TO COMPLY WITH ALL APPLICABLE PROVISIONS OF CHAPTER 18, BUILDINGS AND BUILDING REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY AND OTHER APPLICABLE REGULATIONS AND LAWS THAT MAY APPLY. CONSTRUCTION MUST BE STARTED WITHIN 180 DAYS AND WORK SHALL NOT BE SUSPENDED FOR MORE THAN 180 DAYS OR THIS PERMIT SHALL BE NULL AND VOID. THIS PERMIT MAY EXPIRE IN 180 DAYS FROM THE DATE OF APPROVAL. REQUESTS FOR INSPECTIONS REQUIRE A MINIMUM 24 HOURS NOTICE. PERMIT APPROVAL PROCESS MAY TAKE UP TO 3 BUSINESS DAYS. COMMERCIAL PROJECTS MAY TAKE UP TO 6 WEEKS FOR APPROVAL.

I HEREBY UNDERSTAND THAT THERE WILL BE A FINE TO THE BUILDING CONTRACTOR FOR ALLOWING THE OCCUPATION OF A STRUCTURE BEFORE A CERTIFICATE OF OCCUPANCY IS ISSUED.

APPLICANTS SIGNATURE: Kyle Miller DATE: 6-1-16

*** FOR OFFICE USE ONLY BELOW THIS LINE ***

RECEIPT NUMBER: _____ APPLICATION RECEIVED ON: _____ FILED: <input type="checkbox"/> PLOT PLAN/SITE PLAN <input type="checkbox"/> DRAWINGS & SPECIFICATIONS BUILDING PERMIT FEE: _____ MILEAGE FEE: _____ OTHER: _____ TOTAL PERMIT FEE: _____ <input type="checkbox"/> PERMIT FEE PAID PERMIT FEE RECEIVED BY: _____	** INSPECTIONS ** APPROVED _____ DENIED _____ <input type="checkbox"/> PLOT PLAN/SITE PLAN <input type="checkbox"/> BUILDING PLANS OCCUPANCY GROUP: _____ CONSTRUCTION TYPE: <input type="checkbox"/> SF Residential Includes Modular <input type="checkbox"/> SF Manufactured (HUD Standards) <input type="checkbox"/> MF two or more attached dwellings <input type="checkbox"/> Any Residential Remodel <input type="checkbox"/> New Commercial <input type="checkbox"/> New Industrial <input type="checkbox"/> Commercial/Industrial Remodel <input type="checkbox"/> Misc. (Utility, Religious, Public or Non Profit Project)	** ENGINEERING ** <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> Address Assigned <input type="checkbox"/> Grading & Drainage Plan Approved <input type="checkbox"/> Curb Cuts Approved	** PLANNING ** <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> Historic Clearance <input type="checkbox"/> Site Plan Approved <input type="checkbox"/> Property Platted <input type="checkbox"/> Floodplain
	PERMISSION IS HEREBY 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 60 DAYS AND WORK SHALL NOT BE SUSPENDED FOR MORE THAN 120 DAYS OR THIS PERMIT SHALL BE NULL AND VOID. BUILDING INSPECTOR: _____ DATE: _____ PERMIT NUMBER: _____		

MICROFILM

QUIT CLAIM DEED

This was filed for record on
the 1 day of May
1995 at 10:00 o'clock a.m.
and duly recorded in book 167
Page 328. Fee \$ 800
Rita O'Connell
Register of Deeds

Ray Verike Supp
Deputy

MAX R. MILLER and MARIANNE R. MILLER, husband and wife,

QUIT CLAIM TO

MAX R. MILLER and MARIANNE R. MILLER, as tenants in common,

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

Lots Fifteen (15), Nineteen (19), Twenty (20), Twenty-one (21) and Twenty-two (22) (except the West Two Feet thereof) and an undivided one-half (1/2) interest in the West Two Feet of Lot Twenty-two (22), all in C.J. Jones Subdivision of Block Eight (8), original plat to the City of Garden City, Finney County, Kansas,

for the sum of Zero Dollars (\$0.00) and other good and valuable consideration.

The Real Estate Sales Validation Questionnaire shall not apply to this transfer pursuant to K.S.A. 79-1437e(9).

Dated May 2, 1995

Max R. Miller
MAX R. MILLER

**INDEXED
DIRECT
INDIRECT**

Marianne R. Miller
MARIANNE R. MILLER

STATE OF KANSAS)
) ss.
COUNTY OF FINNEY)

BE IT REMEMBERED, that on this 2 day of May, 1995, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came MAX R. MILLER and MARIANNE R. MILLER, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

Entered in Transfer Records in 167
2 day of May, A.D., 1995
[Signature]
Finney County Clerk

VOL 167 PAGE 328

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


Notary Public MICHAEL C. DOERING

My Appointment Expires:

6-18-97



Miller.dee
DO0407L



Finney County
 Raylene Dick
 P O Box M
 Garden City, KS 67846
 620-272-3527
 www.finneycounty.org

2014
TAX STATEMENT
 Real Estate

Statement: 016038
 Pin: Y75191I5

MILLER MAX R /

District Breakdown	Gen Tax
GARDEN CITY	2987.16
USD 457	3694.76
USD 457 BOND & INTEREST	808.04
GARDEN CITY REC COMM	458.18
GARDEN CITY CC	1969.88
STATE	140.81
FINNEY COUNTY	3643.61
TOTAL	13702.44

Parcel ID		
274 18 0 40 06 001 00 0		
Tax Unit		
001 CITY		
City/Twp		
21 GARDEN CITY		
Sub Division		
224 C J JONES (BLK 8, O.P.)		
Land Use	USD	Levy
2101	457	145.971

TOTAL TAX \$13,702.44

Class	Land	Improve	Gen Tax
COMMERICAL/INDUST	4608	89263	13702.44
TOTAL	93871		13702.44

TAX DUE \$13,702.44

1st half due on or before
 December 20, 2014.
 2nd half due on or before
 May 10, 2015.
 6% interest on delinquent taxes.

Legal Description
JONES C J ADDITION (BLK 8, O.P.)---224, S18, T24, R32W, BLOCK 08, Lot 20 - 21, & LOTS 15,19 & 22 EX W 2'
Prop Addr: 309 N MAIN Sec: 18 Twp: 24 Rng: 32W Lot: 20 Blk: 08 0 00078 000000

IF YOU NO LONGER OWN LISTED PROPERTY,
 CALL THE FINNEY COUNTY APPRAISER 620-272-3514

To pay taxes online, go to...
www.accesskansas.org/kspropertytax/index.do

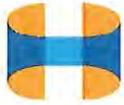
----- On Personal Property and Oil/Gas Taxes -----
 - Half payments are not accepted after December 20th -
 - All prior year delinquent taxes must be paid in full -
 - before we can accept current tax. -----

Please make checks payable to Finney County Treasurer.
 Please advise our office of any address changes.

*** 2nd Half Notices Will Not Be Sent ***

CountyWorks by Manatron

PLEASE RETURN APPROPRIATE COUPON BELOW WITH YOUR REMITTANCE.



Phase	Description	Project Total
	Exterior Facade	
	<i>DEMOLITION</i>	8,413
	<i>THERMAL & MOISTURE</i>	24,532
	<i>DOORS & WINDOWS</i>	7,593
	<i>SPECIAL CONSTRUCTION</i>	28,786
	Exterior Facade	69,324

Estimate Totals

Description	Amount	Totals	Hours	Rate
Labor	5,129		97 hrs	
Material	1,134			
Subcontract	60,910			
Equipment	350			
Other	1,800			
	<u>69,323</u>	69,323		
Total		69,323		



Front and side of 325 N. Main Street



Front of 325 N. Main Street



The new façade will match the existing façade to the south of 325 as shown above.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services Director
DATE: June 7, 2016
RE: Distribution Downtown Development Fund for 309 N. Main Street

ISSUE:

The Governing Body is asked to consider and approve the distribution of the Downtown Development Fund for 309 N. Main Street.

BACKGROUND:

Kyle Miller has submitted an application for the Downtown Development Fund for remodeling and upgrades of the interior of 309 N. Main Street. This property is located in the C-3, Central Business District. The total cost of the renovation is estimated to be \$134,888, and the applicant is asking for an 80% reimbursement of \$107,910.40. The application submittal has been attached for the Commission's review.

The project is to include the remodeling of the interior of the former Wheatfield store. The applicant plans to remodel the bathrooms to create an ADA accessible one and to make renovations to create a white box. The renovations will include a new HVAC system as well as new flooring. The applicant has a tenant in mind to lease this space; however, no lease has been signed as of yet.

The Downtown Development fund has a current balance of \$169,166.40 for the remainder of 2016.

This project is in compliance with the Downtown Master Plan and the Garden City Zoning Regulations.

ALTERNATIVE:

The Governing Body may:

1. Fully fund the presented project at \$107,910.40.
2. Fund the requested application at a different amount.
3. Deny the requested application for the Downtown Development Fund

RECOMMENDATION:

The Governing Body may choose any of the alternatives or create a new viable option.

FISCAL NOTE:

There is currently \$169,166.40 in the fund. If this application is awarded at the amount requested, it would use 63.79% of the remaining funds. The Downtown Development Fund is funded by the General Fund.

ATTACHMENTS:

Description	Upload Date	Type
Application and Supplemental Information	6/2/2016	Backup Material
309 N Main Aerial	6/2/2016	Backup Material
309 N Main Photos	6/2/2016	Backup Material



APPLICATION FOR DOWNTOWN DEVELOPMENT FUND

PLEASE PRINT OR TYPE

PROPERTY INFORMATION

OWNER'S NAME

Max Miller

OWNER'S MAILING ADDRESS

2011 N Fleming

PHONE NUMBERS

HOME 620-271-2604

WORK 272-6422 Kyle Miller

PROPERTY ADDRESS

309 N main st.

EMAIL

REQUIRED DOCUMENTATION

(The following documents MUST be turned in with application)

- COPY OF DEED
- RECEIPT OF PAID TAXES
- COMPLETED W9
- CONSTRUCTION BIDS

PROPERTY IMPROVEMENTS

PLEASE CHECK ALL THAT APPLY

- Environmental Remediation
- Façade 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)

IMPROVEMENT DESCRIPTION

(Please be specific and Use additional sheets if necessary)

Tenant Preparation, White Box
New Heat and AC, move Bathroom and
make ADA compliant, New Flooring

IMPROVEMENT (cost estimates)

Building Costs: \$ 134,888

Professional Fees: \$

PROJECTED CONSTRUCTION SCHEDULE

7/1/16

START DATE

9/1/16

FINISH DATE

Kyle Miller

PROPERTY OWNER / APPLICANTS SIGNATURE

6/1/16

DATE

FOR OFFICE USE ONLY

APPROVALS:

- Community Development Date of Approval _____
- Governing Body Date of Approval _____



INSPECTIONS: PH: 620-276-1120
 FAX: 620-276-1173 WEB: garden-city.org

BUILDING PERMIT APPLICATION:

LOCATION: Garden City: Holcomb: [] Finney County: []
 PROJECT ADDRESS: 309 N main st
 DESCRIPTION OF WORK: New Heat and AC, Move bathroom and make ADA Compliant
 SUBDIVISION NAME: _____ LOT NO.: _____ BLOCK NO.: _____ New Flooring
 ZONING DISTRICT: _____
 TYPE OF WORK: NEW: [] ADDITION: [] OTHER: Remodel
 USE OF STRUCTURE OR NEW CONSTRUCTION: _____

OWNER: Max miller
 ADDRESS: 2011 N Fleming CITY: GIC STATE: KS ZIP: 67846
 HOME PHONE: _____ WORK PHONE: _____ FAX: _____ CELL: 271 2604

APPLICANT: Kyle miller
 ADDRESS: 2114 Antler Ridge CITY: GIC STATE: KS ZIP: 67838
 HOME PHONE: _____ WORK PHONE: _____ FAX: _____ CELL: 272 6422
 E-MAIL ADDRESS: Kelmiller80@gmail.com

CONTRACTOR INFORMATION:

BUILDER: Hutton Construction
 CONTRACTORS LICENSE: _____ YES _____ NO
PLUMBER: _____
 CONTRACTORS LICENSE: _____ YES _____ NO
ELECTRICIAN: _____
 CONTRACTORS LICENSE: _____ YES _____ NO
MECHANICAL: _____
 CONTRACTORS LICENSE: _____ YES _____ NO

***** 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: (Fill in or Circle Correct Answers) Work to begin: 7-1-16 and to be completed: 9-1-16

The following plans are attached with this application: Plot Plan/Site Plan: Yes or No Floor Plan: Yes or No Elevations: Yes or No Drainage: Yes or No

PLOT PLAN/SITE PLAN REQUIREMENTS: A plot plan/site plan is a map of a lot that shows the size and shape of the lot including dimensions (measurements) of all of the following: (1) Location of all structures existing or proposed. (2) The shape and position of all impervious areas, such as driveways, patios, sidewalks, and paving etc. (3) The distance from each structure to the property lines and to other structures. (4) You may also be required to show the location of structures on the adjoining lots and the distance from those structures to your proposed project. (5) Show public roads and driveway entrances. (6) Show all buildings with dimensions and setback dimensions. (7) Show all right-of-ways and all utility easements. (8) Grading & Drainage plans.

Estimated value of construction (materials & labor): \$ 134888 Total Site Area: _____ Sq.Ft. _____ Acres

Proposed structure floor areas: Structure will cover _____ Square Feet Living Space Square Feet: _____

Basement Square Feet: _____ Basement Finished: Yes or No _____ % Basement Bath Roughin: Yes or No No. Bathrooms: _____

Garage Sq. Ft.: _____ Carport Sq. Ft.: _____ Decks Sq.Ft.: _____ Porches Sq.Ft.: _____ No. Bedrooms: _____ Total Number of Rooms: _____

TOTAL AREA SQ FT: _____ Water Pipe Diameter: _____ Electric Meter _____ Sewer _____ Septic _____ Percent covered of Site area _____ %

I HEREBY AFFIRM THE ABOVE STATEMENTS ARE TRUE AND CORRECT AND ALSO AGREE TO COMPLY WITH ALL APPLICABLE PROVISIONS OF CHAPTER 18, BUILDINGS AND BUILDING REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY AND OTHER APPLICABLE REGULATIONS AND LAWS THAT MAY APPLY. CONSTRUCTION MUST BE STARTED WITHIN 180 DAYS AND WORK SHALL NOT BE SUSPENDED FOR MORE THAN 180 DAYS OR THIS PERMIT SHALL BE NULL AND VOID. THIS PERMIT MAY EXPIRE IN 180 DAYS FROM THE DATE OF APPROVAL. REQUESTS FOR INSPECTIONS REQUIRE A MINIMUM 24 HOURS NOTICE. PERMIT APPROVAL PROCESS MAY TAKE UP TO 3 BUSINESS DAYS. COMMERCIAL PROJECTS MAY TAKE UP TO 6 WEEKS FOR APPROVAL.

I HEREBY UNDERSTAND THAT THERE WILL BE A FINE TO THE BUILDING CONTRACTOR FOR ALLOWING THE OCCUPATION OF A STRUCTURE BEFORE A CERTIFICATE OF OCCUPANCY IS ISSUED.

APPLICANTS SIGNATURE: Kyle miller DATE: 6-1-16

***** FOR OFFICE USE ONLY BELOW THIS LINE *****

<p>RECEIPT NUMBER: _____</p> <p>APPLICATION RECEIVED ON: _____</p> <p>FILED:</p> <p><input type="checkbox"/> PLOT PLAN/SITE PLAN <input type="checkbox"/> DRAWINGS & SPECIFICATIONS</p> <p>BUILDING PERMIT FEE: _____</p> <p>MILEAGE FEE: _____</p> <p>OTHER: _____</p> <p>TOTAL PERMIT FEE: _____</p> <p><input type="checkbox"/> PERMIT FEE PAID</p> <p>PERMIT FEE RECEIVED BY: _____</p>	<p align="center">** INSPECTIONS **</p> <p>APPROVED _____ DENIED _____</p> <p>_____ PLOT PLAN/SITE PLAN _____</p> <p>_____ BUILDING PLANS _____</p> <p>OCCUPANCY GROUP: _____</p> <p>CONSTRUCTION TYPE:</p> <p><input type="checkbox"/> SF Residential Includes Modular <input type="checkbox"/> SF Manufactured (HUD Standards) <input type="checkbox"/> MF two or more attached dwellings <input type="checkbox"/> Any Residential Remodel <input type="checkbox"/> New Commercial <input type="checkbox"/> New Industrial <input type="checkbox"/> Commercial/Industrial Remodel <input type="checkbox"/> Misc. (Utility, Religious, Public or Non Profit Project)</p>	<p align="center">** ENGINEERING **</p> <p><input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED _____</p> <p><input type="checkbox"/> Address Assigned <input type="checkbox"/> Grading & Drainage Plan Approved <input type="checkbox"/> Curb Cuts Approved</p>	<p align="center">** PLANNING **</p> <p><input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED _____</p> <p><input type="checkbox"/> Historic Clearance <input type="checkbox"/> Site Plan Approved <input type="checkbox"/> Property Platted <input type="checkbox"/> Floodplain</p>
<p>PERMISSION IS HEREBY 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 60 DAYS AND WORK SHALL NOT BE SUSPENDED FOR MORE THAN 120 DAYS OR THIS PERMIT SHALL BE NULL AND VOID.</p> <p>BUILDING INSPECTOR: _____ DATE: _____</p> <p>PERMIT NUMBER: _____</p>			

MICROFILM

QUIT CLAIM DEED

Instrument was filed for record on
4 day of May
at 10:25 at 10:25 o'clock a.m.
and duly recorded in book 167
Page 328 Fee \$ 8.00
Rita Cooper
Register of Deeds

MAX R. MILLER and MARIANNE R. MILLER, husband and wife,

Rita Cooper
Ray White Supp
Dypp

QUIT CLAIM TO

MAX R. MILLER and MARIANNE R. MILLER, as tenants in common,

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

Lots Fifteen (15), Nineteen (19), Twenty (20), Twenty-one (21) and Twenty-two (22) (except the West Two Feet thereof) and an undivided one-half (1/2) interest in the West Two Feet of Lot Twenty-two (22), all in C.J. Jones Subdivision of Block Eight (8), original plat to the City of Garden City, Finney County, Kansas,

for the sum of Zero Dollars (\$0.00) and other good and valuable consideration.

The Real Estate Sales Validation Questionnaire shall not apply to this transfer pursuant to K.S.A. 79-1437e(9).

Dated May 2, 1995

Max R. Miller
MAX R. MILLER

INDEXED
DIRECT
INDIRECT

Marianne R. Miller
MARIANNE R. MILLER

STATE OF KANSAS)
) ss.
COUNTY OF FINNEY)

BE IT REMEMBERED, that on this 2 day of May, 1995, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came MAX R. MILLER and MARIANNE R. MILLER, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

Entered in Transfer Record in ...
2 day of May A.D., 1995
[Signature]
Finney County Clerk

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


Notary Public MICHAEL C. DOERING

My Appointment Expires:

6-18-97





Finney County
 Raylene Dick
 P O Box M
 Garden City, KS 67846
 620-272-3527
 www.finneycounty.org

2014
TAX STATEMENT
 Real Estate

Statement: 016038
 Pin: Y75191I5

MILLER MAX R /

District Breakdown	Gen Tax
GARDEN CITY	2987.16
USD 457	3694.76
USD 457 BOND & INTEREST	808.04
GARDEN CITY REC COMM	458.18
GARDEN CITY CC	1969.88
STATE	140.81
FINNEY COUNTY	3643.61
TOTAL	13702.44

Parcel ID		
274 18 0 40 06 001 00 0		
Tax Unit		
001 CITY		
City/Twp		
21 GARDEN CITY		
Sub Division		
224 C J JONES (BLK 8, O.P.)		
Land Use	USD	Levy
2101	457	145.971

TOTAL TAX \$13,702.44

Class	Land	Improve	Gen Tax
COMMERICAL/INDUST	4608	89263	13702.44
TOTAL	93871		13702.44

TAX DUE \$13,702.44

1st half due on or before
 December 20, 2014.
 2nd half due on or before
 May 10, 2015.
 6% interest on delinquent taxes.

CountyWorks by Manatron

Legal Description
JONES C J ADDITION (BLK 8, O.P.)---224, S18, T24, R32W, BLOCK 08, Lot 20 - 21, & LOTS 15,19 & 22 EX W 2'
Prop Addr: 309 N MAIN Sec: 18 Twp: 24 Rng: 32W Lot: 20 Blk: 08 0 00078 000000

IF YOU NO LONGER OWN LISTED PROPERTY,
 CALL THE FINNEY COUNTY APPRAISER 620-272-3514.

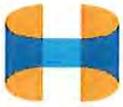
To pay taxes online, go to...
www.accesskansas.org/kspropertytax/index.do

----- On Personal Property and Oil/Gas Taxes -----
 - Half payments are not accepted after December 20th -
 - All prior year delinquent taxes must be paid in full -
 - before we can accept current tax.

Please make checks payable to Finney County Treasurer.
 Please advise our office of any address changes.

*** 2nd Half Notices Will Not Be Sent ***

PLEASE RETURN APPROPRIATE COUPON BELOW WITH YOUR REMITTANCE.



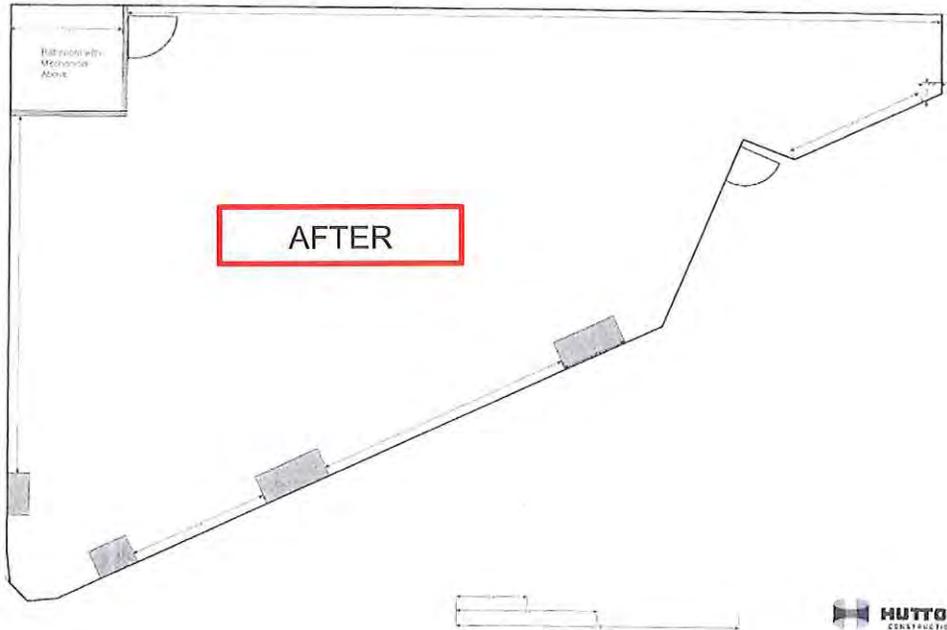
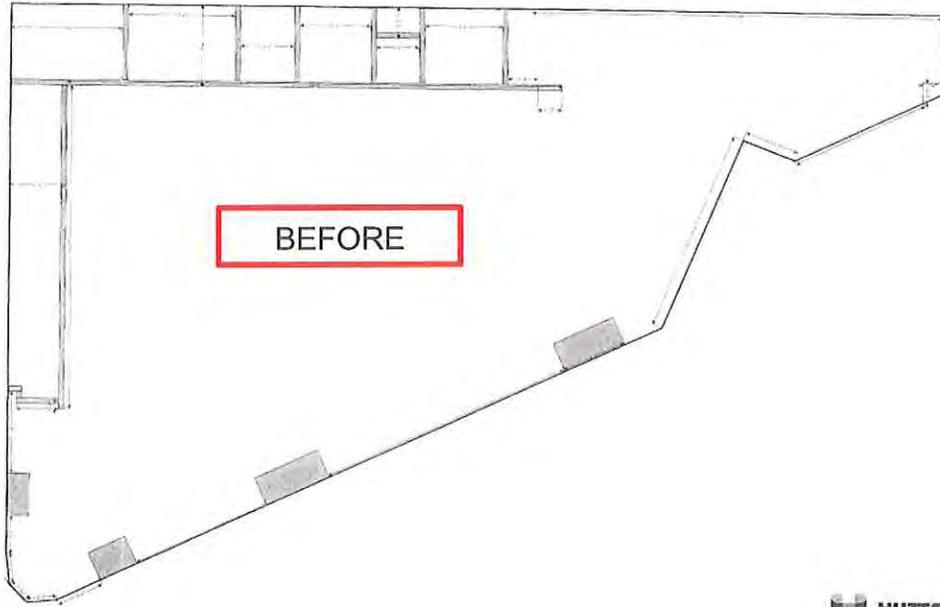
Phase	Description	Project Total
	White Box - Wheatfields Space	
	<i>GENERAL EXPENSES</i>	23,092
	<i>DEMOLITION</i>	13,383
	<i>CARPENTRY</i>	593
	<i>MILLWORK/CASEMENT MATLS</i>	3,127
	<i>DOORS & WINDOWS</i>	893
	<i>FINISHES</i>	40,283
	<i>SPECIALTIES</i>	413
	<i>MECHANICAL</i>	41,225
	<i>ELECTRICAL</i>	11,878
	White Box - Wheatfields Space	134,888

Estimate Totals

Description	Amount	Totals	Hours	Rate
Labor	25,339		395 hrs	
Material	9,243			
Subcontract	80,410			
Equipment	4,085		2,059 hrs	
Other	15,811			
	134,888	134,888		
Total		134,888		

309 N. MAIN STREET

INTERIOR SPACE BEFORE AND AFTER DRAWINGS





Front of 309 N. Main



Corner of Main and Grant Streets



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Rachelle Powell, Director of Aviation
DATE: June 7, 2016
RE: Grant Agreement AIP 35

ISSUE:

The Governing Body is asked to consider and approve the Grant Agreement between the U.S. Department of Transportation Federal Aviation Administration and the City of Garden City for snow removal equipment at the Garden City Regional Airport (Airport Improvement Program (AIP) 3-20-00-24-35-2016).

BACKGROUND:

The first bid for snow removal equipment occurred in April 2014. The bid consisted of a 2,500 ton per hour rotary plow (retrofitted to the loader), carrier vehicle and a broom. The Governing Body rejected the bids. New specifications were prepared and the project was publicly advertised in March 2016. The base bid consists of a carrier vehicle, 2,500 ton per hour rotary plow, and a 22' runway broom with a bid alternative of a 22' plow. Two bids were received from M-B Companies and Oshkosh Corporation were opened on April 4, 2016.

On April 19, 2016 the City Commission approved the low bid in the amount of \$693,684 from M-B Companies and authorized the Mayor and City Clerk to execute the contract agreement upon FAA concurrence of the award.

ALTERNATIVE:

1. Approve the Grant Agreement.
2. Do not approve the Grant Agreement.

RECOMMENDATION:

Staff recommends approval of the Grant Agreement between the U.S. Department of Transportation Federal Aviation Administration and the City of Garden City for snow removal equipment at the Garden City Regional Airport (Airport Improvement Program (AIP) 3-20-00-24-35-2016).

FISCAL NOTE:

The snow removal equipment is 90% funded by the FAA and 10% funded by the City of Garden City. The equipment is budgeted out of the 061 Airport fund and the 2016 GO Bond.

FAA	\$624,315.60
City	\$ 69,368.40
Total	\$693,684.00

ATTACHMENTS:

Description	Upload Date	Type
Grant Agreement	5/19/2016	Backup Material
Grant Application	5/19/2016	Backup Material
Grant Assurances	5/19/2016	Backup Material



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	MAY 1 1 2016
Airport/Planning Area	Garden City Regional
AIP Grant Number	3-20-0024-035-2016
DUNS Number	073324220

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

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **May 02, 2016**, for a grant of Federal funds for a project at or associated with the **Garden City Regional Airport**, which is included as part of this Grant Agreement; and

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

**Snow Removal Equipment (SRE)
Carrier Vehicle, High-Speed Rotary Plow, 22’ Runway Broom and 22’ Plow**

which is more fully described in the Project Application.

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

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

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$624,315.00.**

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

\$0 for planning

\$624,315.00 for airport development or noise program implementation

\$0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

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

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application and as accepted by the FAA to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **June 17, 2016**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by

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

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

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

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

B. Requirement for Data Universal Numbering System (DUNS) Numbers:

1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-606-8220) or on the web (currently at <http://fedgov.dnb.com/webform>).

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

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

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

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

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

14. **Air and Water Quality**. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.
15. **Financial Reporting and Payment Requirements**. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American**. Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase For Primary Airports**. In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;
 - C. May be increased by not more than 15 percent for land project.
18. **Audits for Public Sponsors**. The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
19. **Suspension or Debarment**. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
20. **Ban on Texting While Driving**.
 - A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. Trafficking in Persons.

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
 1. Is determined to have violated the Prohibitions; or
 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR part 1200.

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

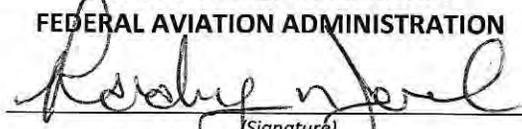
23. Exhibit “A” Property Map. The Exhibit “A” Property Map dated **July 25, 2012**, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

24. ARFF and SRE Equipment and Vehicles. The Sponsor agrees that it will:

- A. House and maintain the equipment in a state of operational readiness on and for the airport;
- B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
- C. Restrict the vehicle to on-airport use only;
- D. Restrict the vehicle to the use for which it was intended; and
- E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment.

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Acting

Jim A. Johnson

(Typed Name)

Manager, Central Region Airports Division

(Title of FAA Official)

PART II - ACCEPTANCE

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

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

Executed this 7th day of June, 2016.

City of Garden City, Kansas

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

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

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

By:

(Signature of Sponsor's Attorney)

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

Application for Federal Assistance SF-424

* 1. Type of Submission <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): - Select One - * Other (Specify)
---	---	---

* 3. Date Received:	4. Application Identifier: GCK
---------------------	-----------------------------------

5a. Federal Entity Identifier: AIP 3-20-0024-35	* 5b. Federal Award Identifier:
--	---------------------------------

State Use Only:

6. Date Received by State:	7. State Application Identifier:
----------------------------	----------------------------------

8. APPLICANT INFORMATION:

* a. Legal Name:

* b. Employer/Taxpayer Identification Number (EIN/TIN): 48-600998	*c. Organizational DUNS: 073324220
--	---------------------------------------

d. Address:

* Street1: 2225 S. Air Service Road, Suite 112
Street 2:
* City: Garden City
County: Finney
* State: Kansas
Province:
Country: United States *Zip/ Postal Code: 67846

e. Organizational Unit:

Department Name:	Division Name:
------------------	----------------

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

Prefix: Mrs. First Name: Rachelle
Middle Name:
* Last Name: Powell
Suffix:

Title: Director of Aviation

Organizational Affiliation:

* Telephone Number: (620) 276-1190	Fax Number: (620) 276-1192
------------------------------------	----------------------------

* Email: rachelle.powell@gardencityks.us

Application for Federal Assistance SF-424

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

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

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

City of Garden City, Finney County, Kansas

* 15. Descriptive Title of Applicant's Project:

AIP 3-20-0024-35: Snow Removal Equipment

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: KS-001

*b. Program/Project: KS-001

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

17. Proposed Project:

*a. Start Date: 05/01/2016

*b. End Date: 03/31/2016

18. Estimated Funding (\$):

*a. Federal	624,315.60
*b. Applicant	69,368.40
*c. State	
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	693,684.00

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

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

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)**

- Yes
- No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

** I AGREE

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

Authorized Representative:

Prefix: Mrs. *First Name: Jennifer
Middle Name:
*Last Name: Cunningham
Suffix:

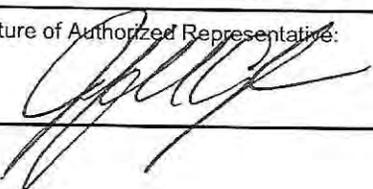
*Title: Assistant City Manager

*Telephone Number: (620) 276-1160

Fax Number: (620) 276-1169

* Email: jennifer.cunningham@gardencityks.us

*Signature of Authorized Representative:



*Date Signed:

5-2-16

Application for Federal Assistance SF-424

***Applicant Federal Debt Delinquency Explanation**

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

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

Sponsor: City of Garden City
Airport: Garden City Regional Airport
Project Number: 03-20-0024-35
Description of Work: Snow Removal Equipment Purchase

Application

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

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

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

Certification Statements

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

Yes No

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

Yes No

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

Yes No

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

Sponsor's Certification

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

Executed on this 11th day of May, 2016.

Name of Sponsor: City of Garden City

Name of Sponsor's Authorized Official: Rachelle Powell

Title of Sponsor's Authorized Official: Director of Aviation

Signature of Sponsor's Authorized Official: Rachelle Powell

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

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Garden City
Airport: Garden City Regional Airport
Project Number: 03-20-0024-35
Description of Work: Snow Removal Equipment Purchase

Application

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

Certification Statements

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

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

Yes No N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The sponsor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes No N/A

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

Yes No N/A

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

a. Abide by the terms of the statement; and

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

Yes No N/A

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

Yes No N/A

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

a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and

b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes No N/A

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

Yes No N/A

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

Location 1

Name of Location: Garden City Regional Airport

Address: 2225 S. Air Service Road, Suite 112 Garden City KS 67846

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

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

Sponsor's Certification

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

Executed on this 11th day of May, 2016.

Name of Sponsor: City of Garden City

Name of Sponsor's Authorized Official: Rachelle Powell

Title of Sponsor's Authorized Official: Director of Aviation

Signature of Sponsor's Authorized Official: Rachelle Powell

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

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Garden City
Airport: Garden City Regional Airport
Project Number: 03-20-0024-35
Description of Work: Snow Removal Equipment Purchase

Application

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

Certification Statements

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

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
 Yes No N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
 Yes No N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
 Yes No N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
 Yes No N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
 Yes No N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
 Yes No N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
 Yes No N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
 Yes No N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
 Yes No N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
 Yes No N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
 Yes No N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
 Yes No N/A
 - b. Snow Removal Equipment as contained in AC 150/5220-20.
 Yes No N/A
 - c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.
 Yes No N/A

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

- a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.
- b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.
- c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes No N/A

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

Yes No N/A

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

Sponsor's Certification

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

Executed on this 11th day of May, 2016.

Name of Sponsor: City of Garden City

Name of Sponsor's Authorized Official: Rachelle Powell

Title of Sponsor's Authorized Official: Director of Aviaiton

Signature of Sponsor's Authorized Official: Rachelle Powell

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

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Garden City
Airport: Garden City Regional Airport
Project Number: 03-20-0024-35
Description of Work: Snow Removal Equipment Purchase

Application

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

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

Certification Statements

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

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).
 Yes No N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
 Yes No N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

Yes No N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
- b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
- c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

Yes No N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)) was or will be:

- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
- b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
- c. Publicly opened at a time and place prescribed in the invitation for bids; and
- d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

Yes No N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
- b. Plan for publicizing and soliciting an adequate number of qualified sources; and
- c. Listing of evaluation factors along with relative importance of the factors.

Yes No N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

Yes No N/A

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

Yes No N/A

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

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

Yes No N/A

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

Sponsor's Certification

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

Executed on this 11th day of May, 2016.

Name of Sponsor: City of Garden City

Name of Sponsor's Authorized Official: Rachelle Powell

Title of Sponsor's Authorized Official: Director of Aviation

Signature of Sponsor's Authorized Official: Rachelle Powell

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

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Garden City
Airport: Garden City Regional Airport
Project Number: 03-20-0024-35
Description of Work: Snow Removal Equipment Purchase

Application

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

Certification Statements

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

1. The personnel engaged in project administration, engineering supervision, project inspection and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
 Yes No N/A

2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2). Yes No N/A

3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
 Yes No N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- Yes No N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- Yes No N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- Yes No N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- Yes No N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- Yes No N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- Yes No N/A

10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).

Yes No N/A

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

Yes No N/A

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

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

Yes No N/A

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

Yes No N/A

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

Sponsor's Certification

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

Executed on this 11th day of May, 2016.

Name of Sponsor: City of Garden City

Name of Sponsor's Authorized Official: Rachelle Powell

Title of Sponsor's Authorized Official: Director of Aviation

Signature of Sponsor's Authorized Official:

Rachelle Powell

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

ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

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

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

C. Sponsor Certification.

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

1. **General Federal Requirements.**

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

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹

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

SPECIFIC ASSURANCES

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

FOOTNOTES TO ASSURANCE C.1.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

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

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

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

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

5. Preserving Rights and Powers.

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

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

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

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

12. Terminal Development Prerequisites.

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

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

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

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

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

19. Operation and Maintenance.

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

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

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

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

23. Exclusive Rights.

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

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft

rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

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

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

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

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

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

30. Civil Rights.

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

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

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

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

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

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

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

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

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

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

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated December 31, 2015 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

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

39. Competitive Access.

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



**FAA
Airports**

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

Updated: 12/31/2015

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

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

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

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

NUMBER	TITLE
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 12/31/2015

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

Consent Agenda



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Rachelle Powell, Director of Aviation
DATE: June 7, 2016
RE: FAA Storage Lease

ISSUE:

The Governing Body is asked to consider and approve the Storage Space Lease between the U.S. Department of Transportation Federal Aviation Administration and the City of Garden City for storage space at Garden City Regional Airport.

BACKGROUND:

The U.S. Department of Transportation Federal Aviation Administration currently rents approximately 175 square feet of storage space with the lease expiring on September 30, 2016. The U.S. Department of Transportation Federal Aviation Administration prepared the accompanying lease with the term of October 1, 2016 to September 30, 2036. The Airport Advisory Board reviewed and voted on the lease electronically on May 16, 2016.

ALTERNATIVE:

1. Approve the Storage Space Lease.
2. Do not approve the Storage Space Lease.

RECOMMENDATION:

Airport Advisory Board and staff recommends approval of the Storage Space Lease between the U.S. Department of Transportation Federal Aviation Administration and the City of Garden City for storage space at Garden City Regional Airport.

FISCAL NOTE:

The Federal Aviation Administration shall pay the City rental for the premises in the amount of \$540.00 per year, which is an increase from the current annual rent of \$360. The rent is allocated to airport revenue, general ledger code 060-000-3145.02.

ATTACHMENTS:

Description	Upload Date	Type
FAA Storage Lease	5/20/2016	Backup Material

STORAGE SPACE LEASE

Between

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

And

CITY OF GARDEN CITY, KANSAS

**Lease No: DTFACN-16-L-00122
(GCK) Storage Space
Garden City, Kansas**

This lease is entered into by and between the City of Garden City, whose address is 301 North 8th Street, Garden City, Kansas 67846, and whose interest in the property hereinafter described is that of owner, hereby referred to as Lessor, and the United States of America, hereinafter referred to as the Government or the FAA.

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

1. DESCRIPTION (10/96) – The Lessor hereby leases to the Government the following described premises: Approximately 175 square feet, more or less, known as Storage Unit No. 46A, located at Garden City Regional Airport, 2225 South Airport Service Road 112, Garden City, Kansas, 67846, as shown on Site Plan, identified as Exhibit “A,” attached hereto and made a part hereof, which shall be related to the FAA’s activities in support of Air Traffic operations.
2. TERM (08/02) – To have and to hold, for the term commencing on October 1, 2016 and continuing through September 30, 2036 inclusive, provided that adequate appropriations are available from year to year for the payment of rentals.
3. CANCELLATION (08/02) – The Government may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by delivering to the Lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by certified mail return receipt requested and mailed at least 30 days before the effective termination date.
4. CONSIDERATION (08/02) – The Government shall pay the Lessor rental for the premises in the amount of \$540.00 per annum paid at the rate of \$135.00 per government quarter during the lease period. Payments shall be made in arrears at the end of each quarter without the submission of invoices or vouchers. The payments shall be directly deposited in

accordance with the Electronic Funds Transfer (EFT) Payment clause in this lease. Payments shall be considered paid on the day an electronic funds transfer is made.

5. **HOLDOVER (07/14)** – If after the expiration of the lease, the Government shall retain possession of the premises, the lease shall continue in force and effect on a month-to-month basis. Rent shall be paid in accordance with the terms of the lease, in arrears on a prorated basis, at the rate paid during the lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the leased premises.
6. **NON-RESTORATION (10/96)** – The FAA will have no obligation to restore and/or rehabilitate, either wholly or partially, the premises under this lease. It is further agreed that the FAA may abandon in place any or all of the structures, improvements and/or equipment installed in or located upon said property by the FAA during its tenure. Notice of abandonment will be conveyed to the Lessor in writing.
7. **SERVICES AND UTILITIES (To be provided by Lessor as part of rent) (10/08)** – Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week. The Government will have access to the leased premises at all times, including the use of electrical services without additional payment.
 - A. ELECTRICITY
 - B. SNOW REMOVAL
 - C. GROUND MAINTENANCE
8. **DAMAGE BY FIRE OR OTHER CASUALTY (10/96)** – If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the Government, the Government may terminate the lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due.
9. **MAINTENANCE OF THE PREMISES (01/16)** – The Lessor will maintain the demised premises, including the grounds, all equipment, fixtures and appurtenances furnished by the Lessor under this lease, in good repair. The Lessor shall ensure that all hazards associated with electrical equipment are marked in accordance with OSHA and National Fire Protection Association (NFPA) 70 electrical code.
10. **FAILURE IN PERFORMANCE (10/96)** – In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause will constitute default by the Government on this lease.

2.6.2 Antenna and Rack Space Lease

January 2016

OMB Control No. 2120-0595

11. CONTRACT DISPUTES (11/03) –

- A. All contract disputes arising under or related to this lease contract will be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.
- B. All Contract Disputes will be in writing and will be filed at the following address:
Office of Dispute Resolution for Acquisition, AGC-70
Federal Aviation Administration
800 Independence Avenue, SW, Room 323
Washington, DC 20591
Telephone: (202) 267-3290
Facsimile: (202) 267-3720
- C. A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.
- D. The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

12. INTERFERENCE (10/08) – Should there be interference with the Lessor's facility due to the FAA operations, FAA shall correct the problem immediately. If the Lessor's facility interferes with FAA's equipment then the Lessor will correct the problem immediately.

13. HOLD HARMLESS (10/96) – In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671. et. seq.), hereafter termed "the Act" the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

14. CLAUSES INCORPORATED BY REFERENCE: The clauses identified below are incorporated by reference. The full text of these clauses can be found via the Internet at <http://fast.faa.gov>.

- A. ANTI-KICKBACK (07/14)
- B. ASSIGNMENT OF CLAIMS (10/96)
- C. COMPLIANCE WITH APPLICABLE LAWS (10/96)

2.6.2 Antenna and Rack Space Lease

January 2016

OMB Control No. 2120-0595

- D. COVENANT AGAINST CONTINGENT FEES (08/02)
- E. DEFAULT BY LESSOR (10/96)
- F. EXAMINATION OF RECORDS (08/02)
- G. INSPECTION (10/96)
- H. LESSOR'S SUCCESSORS (10/96)
- I. NO WAIVER (10/96)
- J. OFFICIALS NOT TO BENEFIT (10/96)
- K. PAYMENT BY ELECTRONIC FUND TRANSFER (01/13)
- L. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (07/14)
- M. SYSTEM FOR AWARD MANAGEMENT (07/14)

15. NOTICES (10/96) – All notices/correspondence shall be in writing, reference the lease number, and be addressed as follows:

Lessor:

City of Garden City
301 North 8th Street
Garden City, Kansas 67846

Government:

Federal Aviation Administration
Real Estate & Utilities Group, ALO-720
10101 Hillwood Parkway
Fort Worth, Texas 76177

IN WITNESS WHEREOF, the parties hereto have signed their names:

CITY OF GARDEN CITY

By: _____
Chris Law, Mayor

Date

UNITED STATES OF AMERICA

By: _____
Jennifer W. Miller, Real Estate Contracting Officer

Date

PUBLIC AUTHORIZATION CERTIFICATE

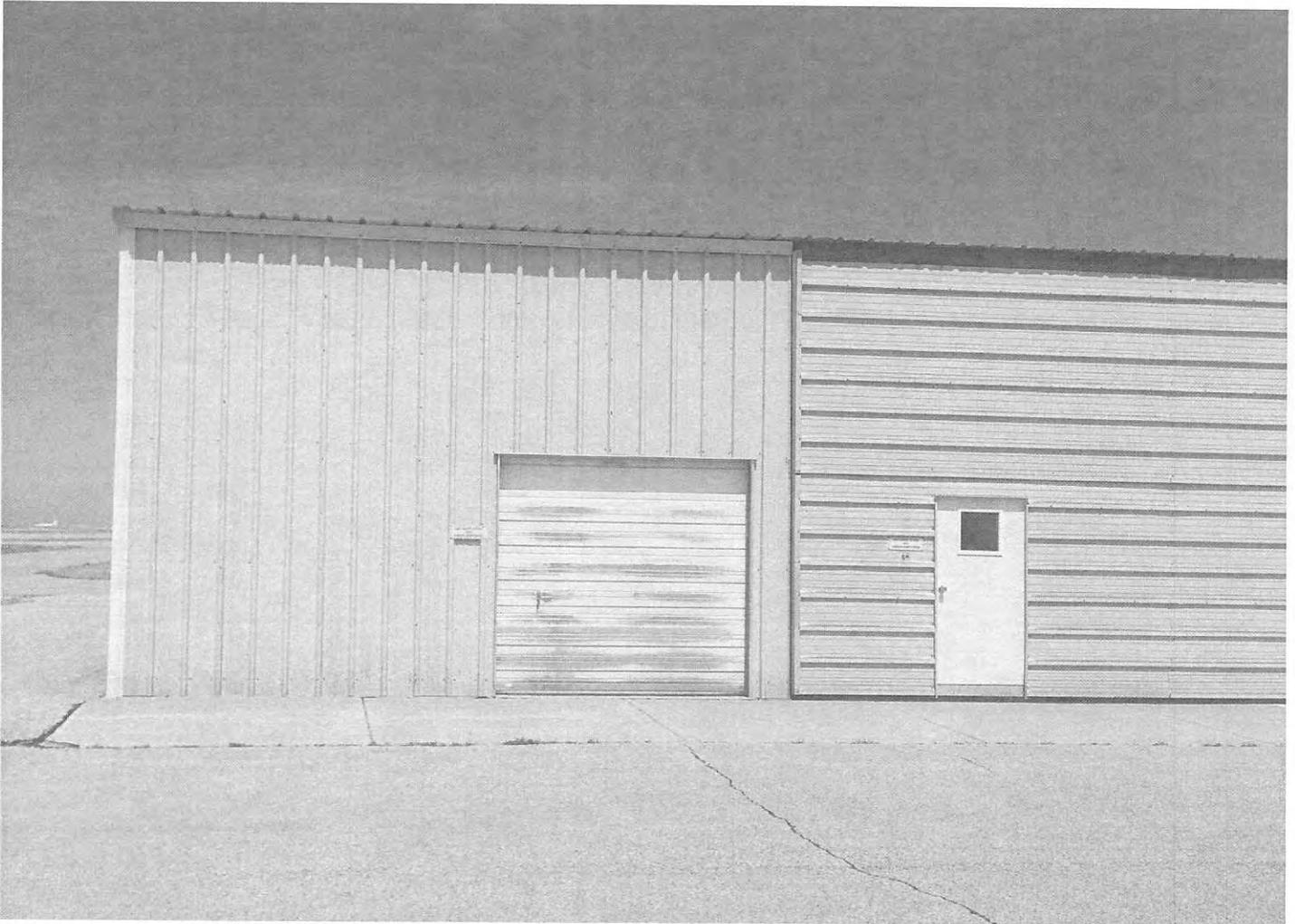
I, _____ certify that I am the _____ (*title*) of the City of Garden City named in the foregoing agreement; and that Chris Law, who signed said agreement on behalf of the City of Garden City was then Mayor of the City of Garden City; that said agreement was duly signed for and on behalf of the City of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

Signed _____

Seal of Authority

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

Exhibit A
Storage Unit





MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services Director
DATE: June 7, 2016
RE: 2016 Vegetation Mowing Applicant

ISSUE:

The Governing Body is asked to consider and approve an application for 2016 Vegetation Mowing for Code Violations.

BACKGROUND:

The Neighborhood & Development Services Department is beginning vegetation mowing for the year ending November 30th at the following rates

Small Lots - \$30/hour
Large Lots - \$70/hour

Lot size is determined by the Code Compliance Officer.

ALTERNATIVE:

1. City Commission may approve the applicant.
2. City Commission may not approve the applicant.
3. City Commission may take no action.

RECOMMENDATION:

Staff recommends Alternative 1; approving the applicant that is eligible to be used on an as-needed basis. The following applicant has submitted an application:

Randy S. Smart

FISCAL NOTE:

Fees assessed through the code compliance process cover the cost of contractors. However, if the violator does not pay fees, the City covers the cost of the contractor until the fee is collected through collections or specials assessed to the property.

ATTACHMENTS:

Description	Upload Date	Type
Randy S. Smart Application	5/31/2016	Backup Material
Randy S. Smart Contract	5/31/2016	Backup Material

AGREEMENT FOR VEGETATION MOWING

THIS AGREEMENT FOR VEGETATION MOWING (Agreement) made and entered into this _____ day of June, 2016, between the CITY OF GARDEN CITY, KANSAS, and Randy S. Smart.

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

1. TERM. The term of this Agreement shall be for the 2016 weed-grass (vegetation) growing season, commencing on April 15, 2016, and ending on November 30, 2016.

2. SCOPE OF SERVICES. Upon request of City, Contractor shall mow (walk-behind or tractor mower and weed trimming) vegetation determined to be in noncompliance with the Code of Ordinance of City. Contractor must provide required services within seventy-two (72) hours of a request by City. If Contractor is unable to provided services within seventy-two (72) hours of a request, Contractor must notify City so City may procure the services of another mowing contractor, if necessary. Contractor shall be deemed to be vested with the authority of City to enter upon premises to mow vegetation. Contractor shall not breach the peace in the discharge of any duties under this Agreement, and Contractor shall leave or vacate premises if requested to do so by an owner or other person in charge. Contractor agrees to perform all services to the satisfaction of City, and failure to do so shall constitute a breach of this Agreement and render same subject to termination by City as provided in paragraph 10 of this Agreement.

3. PAYMENT. In consideration of the services provided by Contractor, City shall pay to Contractor, the following hourly rates:

The City will pay \$30.00* per hour for Small Jobs as designated by the City which is a job where the firm provides weed removal services and uses a mower smaller than 48 inches wide and includes all necessary trimming.

The City will pay \$70.00* per hour for Large Jobs as designated by the City which is a job where the firm provides weed removal services and uses a mower larger than 48 inches wide (including brush hogs and tractors) and includes all necessary trimming.

(*Hourly rates are based on total time it takes a firm to complete a job not the number of employees or number/type of equipment being used.)

Contractor shall submit two (2) sets of invoices per month to City and City shall pay Contractor two (2) times per month, based upon the City's normal account paying schedule. Each mowing job performed by Contractor must have its own separate invoice indicating property address, date and time of mowing, and total time and charge. Contractor shall take a digital picture before and after mowing and provide pictures to City in a digital format with invoices.

4. EQUIPMENT/SUPPLIES. Contractor shall provide, at Contractor's expense, all mowing equipment, gasoline, or any other supplies, materials or other items required to perform this Agreement.

5. INDEMNIFICATION. Contractor does hereby covenant and agree to indemnify and save harmless City, its officials, employees or agents from all fines, suits, claims, demands and actions of any kind and nature by reason of any and all accidents or injuries to persons or property, including any employees of

- (c) This Agreement may be amended, changed or modified, only upon the written consent of the parties.
- (d) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives and permitted assigns.
- (e) This Agreement shall be construed in accordance with the laws of the State of Kansas.
- (f) This Agreement is not an exclusive services agreement. City may retain the services of other mowing contractors, if necessary, due to volume of mowing jobs.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be approved as set forth below.

CITY OF GARDEN CITY, KANSAS

By _____
Chris Law, Mayor

ATTEST:

Celyn Hurtado, City Clerk

CONTRACTOR

By _____
Randy S. Smart



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services Director
DATE: June 7, 2016
RE: GC2016-30 : Final Plat of a Replat of Tract A, East Cambridge Square, Phase Two

ISSUE:

The Governing Body is asked to consider and approve the Final Plat of a Replat of Tract A, East Cambridge Square, Phase Two.

BACKGROUND:

At the request of Lonnie Sassaman, the Governing Body is asked to consider and approve the Final Plat of a Replat of Tract A, East Cambridge Square, Phase Two. The Replat of Tract A, East Cambridge Square, Phase Two is approximately 2.19 acres +/-, and will yield nine (9) single family lots. The subdivision was originally platted as a single tract of land with the intended use for multiple family residential. The new intended use of the tract of land is for single family homes similar to the other development throughout East Cambridge. The plat was presented at plat review on Wednesday, April 27th, and Wednesday, May 4th, and all major concerns were addressed. A copy of the plat review is attached.

The following are the dedications for the final plat of the Replat of Tract A, East Cambridge Square, Phase Two.

1. A fifty (50) foot right-of-way for Hopper Court.
2. A fifteen (15) foot public utility easement located in the front yards of Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9.
3. A thirty-five (35) foot private sign easement is on the northwest corner of Lot 1.
4. There are two (2) existing ten (10) foot public utility easements on the east property lines of Lots 1 and 2, and an existing one (1) foot no access easement along the north property lines of Lots 1, 2, 3, and 4.

The applicant requested from the Planning Commission on May 19th, 2016 a variance from the required building setback lines on Spruce Street. In accordance with Section 25.010 of the Garden City Zoning Regulations, the required building setback line adjacent to a collector street is thirty (30) feet; therefore, since Spruce Street is a collector street, the required rear yard setback for Lots 1, 2, 3, and 4 is thirty (30) feet. The Planning Commission approved the variance on May 19th, 2016 to allow for the rear yard setbacks to be set at twenty-five (25) feet.

The applicant is required per regulation to dedicate a minimum of four (4) acres of park land, open space, or recreation area. The applicant may opt to provide a cash-in-lieu of land payment which is billed at \$200 per lot for each lot (a total of \$1800.00).

ALTERNATIVE:

The Governing Body May:

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

RECOMMENDATION:

Staff Recommendation: Staff recommends approval of the final plat.

Planning Commission Recommendation: The Planning Commission recommended approval of the final plat of the Replat of Tract A, East Cambridge Square, Phase Two.

Members Present- 9

Yea vote- 9

Nay vote- 0

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
Minutes, Final Plat & Site Plan Coments	6/1/2016	Backup Material



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

5/19/2016

GC2016-24/30 Prelim/Final plat of Track A, East Cambridge Square Phase II, Lonnie Sassaman

Staff Thibault reads staff report.

Ken Parks – The clients requested the twenty five foot setback instead of the thirty foot because that’s the way it was when we started the preliminary and final plat. Across the street on Wilson Addition, East Cambridge to the east and west is also twenty five feet. It is twenty five feet all around this particular area and we thought it would be more consistent to keep it that way.

Staff Davidson – The setback regulations were amended after the time they did the very first plat.

Member Stewart – What were the reasons for changing the regulations?

Staff Davidson— We just upped the distance for all the collector, arterial, and local streets.

Member Stewart – Other than that being the rule, is there a reason why we need thirty feet?

Staff Davidson – It was changed for safety reasons. New reports and studies come out and that’s what was determined. It’s also more for the property owners as far as space for the residence from the traffic.

MEMBER HITZ MAKES MOTION TO APPROVE THE PRELIMINARY PLAT OF THE REPLAT OF TRACT A, EAST CAMBRIDGE SQUARE PHASE II, INCLUDING A VARIANCE FROM THE REQUIRED BUILDING SETBACK LINES OF THIRTY FEET TO TWENTY-FIVE FEET. MEMBER STEWART SECONDS MOTION.

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

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

Staff Davidson – Ken, would you like to make any additional comments on the final plat?

Ken Parks – It has been requested that the words Final Plat be put on the actual final plat that is recorded. Everything that has to do with that plat, such as the deed, mortgage and so on, now has to include those two words and I want to know why. I’ve never done it in the past; the register of deeds and the appraisers don’t want it. When I asked why it was required, what I received from staff was the definition of final plat. It doesn’t state anywhere in the subdivision regulations that those words must be included on the plat. I am requesting for it to be passed without those words on the final plat.

Staff Davidson – Since I have been here, every subdivision we’ve had has been called the final plat. The original subdivision was Final Plat of East Cambridge.

Ken Parks – I have not had any of my plats with the final plat on the title, including the Arcos Addition that was approved by the City Commission earlier this week.

Staff Thibault – When we approved the site plan comments for Arcos Addition it did have the words final plat on the plat that was submitted, however, when the Mylar copies came in it did not have the words final plat on there.

Staff Davidson – This is something staff can research but that’s the way we have been doing them.

Vice-Chairman Germann – Is this something that goes beyond our scope right now, as far as how we record them?

Staff Davidson – Yes, as far as this plat goes, you’re basically voting to approve this plat and then it will go before the governing body for their acceptance. We are re-writing the subdivision regulations, so if this is something that the Planning Commission feels we need to address, then we can.

Vice-Chairman Germann – I recommend staff research this issue while rewriting the subdivision regulations.

NEIGHBORHOOD &
DEVELOPMENT

SERVICES

SERVING

GARDEN CITY

HOLCOMB

AND

FINNEYCOUNTY

620-276-1170

INSPECTIONS

620-276-1120

CODE COMPLIANCE

620-276-1120

PLANNING AND
ZONING

620-276-1170

CITY ADMINISTRATIVE
CENTER

301 N. 8TH

P.O. Box 998

GARDEN CITY, KS

67846-0998

620.276.1170

FAX 620.276.1173

www.garden-city.org



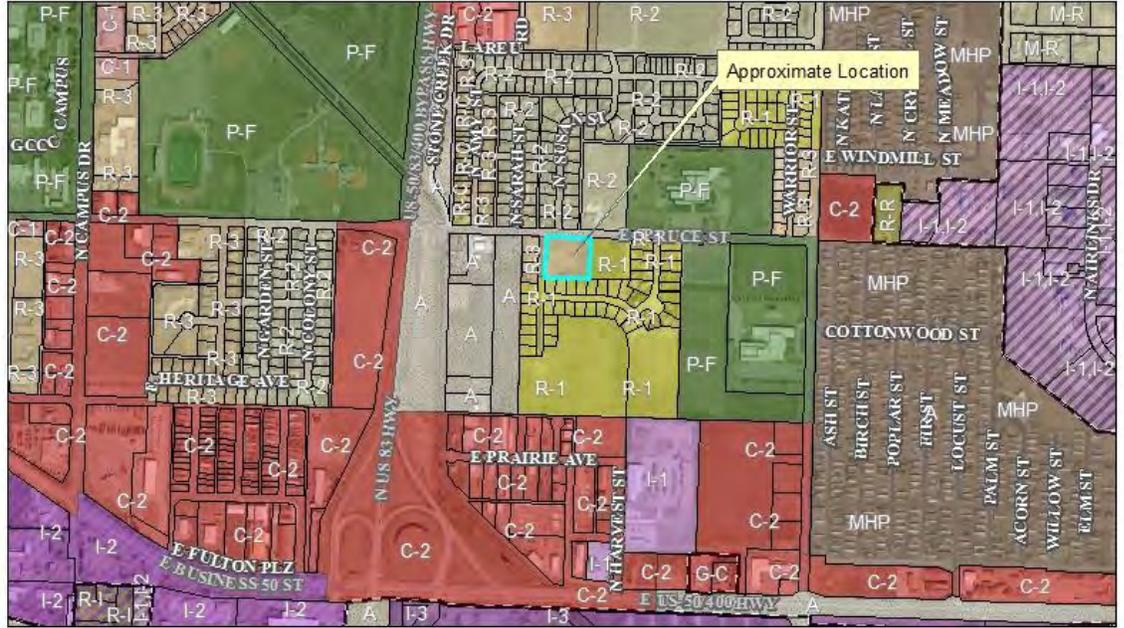
**NEIGHBORHOOD &
DEVELOPMENT
SERVICES
SERVING
GARDEN CITY
HOLCOMB
AND
FINNEYCOUNTY**
620-276-1170

INSPECTIONS
620-276-1120

CODE COMPLIANCE
620-276-1120

**PLANNING AND
ZONING**
620-276-1170

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



Case Number: GC2016-24/30
Applicant: Lonnie Sassaman
Address: SE corner of Susan & Spruce Street
Request: Final Plat of a replat of East Cambridge Square Phase II





NEIGHBORHOOD &
DEVELOPMENT
SERVICES
SERVING
GARDEN CITY
HOLCOMB
AND
FINNEYCOUNTY
620-276-1170
INSPECTIONS
620-276-1120
CODE COMPLIANCE
620-276-1120
PLANNING AND
ZONING
620-276-1170

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



NEIGHBORHOOD & DEVELOPMENT SERVICES
SERVING THE CITIES OF
GARDEN CITY, HOLCOMB & FINNEY COUNTY
P.O. Box 998 • 301 N. 8th Street • Garden City, Kansas 67846
code@garden-city.org (620) 276-1120 FAX (620) 276-1173

Site Plan Review Comments

APPROVED

**GCSP16-17, Preliminary Plat for a Replat of Tract A, East
Cambridge Square Phase Two
SE Corner of Susan & Spruce St. , Garden City, KS**

GENERAL INFORMATION

Revision Date:	5/06/2016	Site Plan Status:	APPROVED
Original Review Date:	4/20/2016	Jurisdiction:	Garden City
Owner:	Lonnie Sassaman	Phone:	620-290-3755
Architect / Engineer:	Ken Parks	Contact Info:	620-272-7592
Requested Action:	Approve Preliminary and Final Plats		
Purpose:	Replat		
Location address:	Southeast corner of Susan & Spruce Street		

REVIEW RESULTS:

- The plat needs to be labeled Preliminary Plat.
ISSUE ADDRESSED, THANK YOU.
- No dimension on right-of-way width for straight part of Hopper Court.
ISSUE ADDRESSED, THANK YOU.
- It looks like there is a sewer manhole in the easement on Lot 5, will it end up being in driveway or yard?
ISSUE ADDRESSED, THANK YOU.
- For the Var. BSL off of Spruce, if you would like to obtain a waiver on the rear yard setbacks, you will need to have a specific depth for each lot for the planning commission to review. The regulations require the rear setback lines off of Spruce St. to be 30' since Spruce St. is a collector street.
ISSUE ADDRESSED. Applicant is applying for a waiver, THANK YOU.
- Mayor needs to be changed from Janet Doll to Chris Law.
ISSUE ADDRESSED, THANK YOU.
- Adjacent subdivision to the north needs to be labeled and zoning provided.
ISSUE ADDRESSED, THANK YOU.
- Topography needs to be shown on preliminary plat.
Not needed. ISSUE ADDRESSED, THANK YOU.
- Need to show plans for storm water drainage.
ISSUE ADDRESSED, THANK YOU.

*** FOR OFFICE USE ONLY ***	
Status of Site Plan:	APPROVED
Date:	5/12/2016
Name & Title of Authorizing Official:	Mackenzie Thibault, Planner
Signature:	



NEIGHBORHOOD &
DEVELOPMENT

SERVICES

SERVING

GARDEN CITY

HOLCOMB

AND

FINNEYCOUNTY

620-276-1170

INSPECTIONS

620-276-1120

CODE COMPLIANCE

620-276-1120

PLANNING AND

ZONING

620-276-1170

CITY ADMINISTRATIVE

CENTER

301 N. 8TH

P.O. Box 998

GARDEN CITY, KS

67846-0998

620.276.1170

FAX 620.276.1173

www.garden-city.org



NEIGHBORHOOD & DEVELOPMENT SERVICES
SERVING THE CITIES OF
GARDEN CITY, HOLCOMB & FINNEY COUNTY
P.O. Box 998 • 301 N. 8th Street • Garden City, Kansas 67846
code@garden-city.org (620) 276-1120 FAX (620) 276-1173

Site Plan Review Comments

APPROVED

**GCSP16-17, Preliminary Plat for a Replat of Tract A, East
Cambridge Square Phase Two**

SE Corner of Susan & Spruce St. , Garden City, KS

9. Need to show sidewalk width.

ISSUE ADDRESSED, THANK YOU.

10. Need to show proposed sidewalk along Spruce Street.

ISSUE ADDRESSED, THANK YOU.

11. Please remove building footprints on preliminary plat.

ISSUE ADDRESSED, THANK YOU.

12. ALL City Utilities:

a) All existing facilities are to be clearly identified on plat.

ISSUE ADDRESSED, THANK YOU.

b) Easements need to be within 6" final grade before city infrastructure is installed.

Applicant has been notified, THANK YOU.

13. Waste Water Utility:

a) Developer to identify which sanitary sewer (ss) service line will be utilized for single family unit on each lot.

Applicant has been notified and will be required to identify before building, THANK YOU.

b) Developer will cap the other ss service line at the city ss main. City crews to inspect.

Applicant has been notified and will be required to cap lines before building, THANK YOU.

c) Developer to confirm ss service line is deep enough for basements should they be constructed.

Applicant has been notified and will be required to confirm before building, THANK YOU.

14. Water Utility:

a) Developer to identify which water service line will be utilized for single family unit on each lot.

Applicant has been notified and will be required to identify before building, THANK YOU.

15. Electric Utility:

a) Transformer vault pads are to be installed or re-installed so that ONLY 4" of the pad will be exposed when final grading / landscaping is completed.

Applicant has been notified and will be required to identify before building, THANK YOU.

b) Transformer location on lot 2 needs to be relocated to the lot line between lots 1&2.

Applicant has been notified and will be required to relocate before building, THANK YOU.

c) Transformer location on lot 6 needs to be relocated to the lot line between lots 6&7.

*** FOR OFFICE USE ONLY ***	
Status of Site Plan:	APPROVED
Date:	5/12/2016
Name & Title of Authorizing Official:	Mackenzie Thibault, Planner
Signature:	



NEIGHBORHOOD &
DEVELOPMENT
SERVICES
SERVING
GARDEN CITY
HOLCOMB
AND
FINNEY COUNTY
620-276-1170
INSPECTIONS
620-276-1120
CODE COMPLIANCE
620-276-1120
PLANNING AND
ZONING
620-276-1170

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



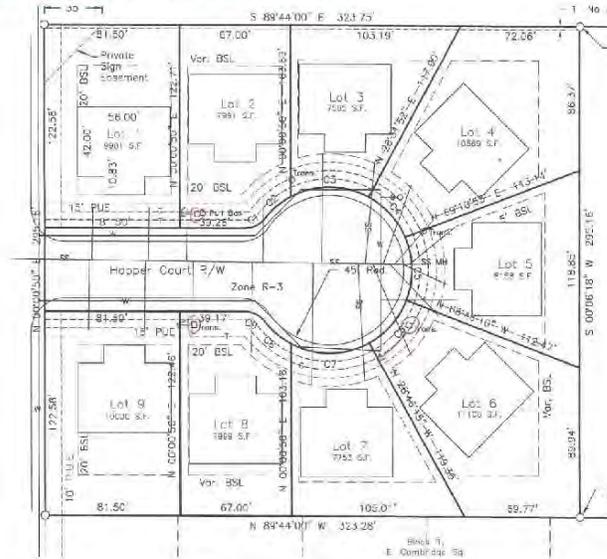
NEIGHBORHOOD & DEVELOPMENT SERVICES
SERVING THE CITIES OF
GARDEN CITY, HOLCOMB & FINNEY COUNTY
P.O. Box 998 • 301 N. 8th Street • Garden City, Kansas 67846
code@garden-city.org (620) 276-1120 FAX (620) 276-1173

Site Plan Review Comments

APPROVED

**GCSP16-17, Preliminary Plat for a Replat of Tract A, East Cambridge Square Phase Two
SE Corner of Susan & Spruce St., Garden City, KS**

- Applicant has been notified and will be required to relocate before building, THANK YOU.**
- d) Transformer location on lot 8 needs to be relocated to the lot line between lots 8&9.
Applicant has been notified and will be required to relocate before building, THANK YOU.
- e) City will install street light between lots 1 and 2 behind the sidewalk.
Applicant has been notified, THANK YOU.
- f) Meter sockets will be provided by the City, and be mounted on the structure by the builder.
Applicant has been notified, THANK YOU.



16. Additional Notes:

- a) Ensure existing easements are maintained.

ISSUE ADDRESSED, THANK YOU.

*** FOR OFFICE USE ONLY ***	
Status of Site Plan:	APPROVED
Date:	5/12/2016
Name & Title of Authorizing Official:	Mackenzie Thibault, Planner
Signature:	<i>Mackenzie Thibault</i>



NEIGHBORHOOD &
DEVELOPMENT

SERVICES

SERVING

GARDEN CITY

HOLCOMB

AND

FINNEYCOUNTY

620-276-1170

INSPECTIONS

620-276-1120

CODE COMPLIANCE

620-276-1120

PLANNING AND
ZONING

620-276-1170

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



NEIGHBORHOOD & DEVELOPMENT SERVICES
SERVING THE CITIES OF
GARDEN CITY, HOLCOMB & FINNEY COUNTY
P.O. Box 998 • 301 N. 8th Street • Garden City, Kansas 67846
code@garden-city.org (620) 276-1120 FAX (620) 276-1173

Site Plan Review Comments

APPROVED

**GCSP16-20, Final Plat of A Replat of Tract A, East
Cambridge Square Phase Two**

SE Corner of Susan & Spruce St. , Garden City, KS

GENERAL INFORMATION

Revision Date:	5/12/2016	Site Plan Status:	APPROVED
Original Review Date:	5/4/2016	Jurisdiction:	Garden City
Owner:	Lonnie Sassaman	Phone:	620-290-3755
Architect / Engineer:	Ken Parks	Contact Info:	620-272-7592
Requested Action:	Approve Final Plat		
Purpose:	Replat		
Location address:	Southeast corner of Susan & Spruce Street		

REVIEW RESULTS:

1. No dimension on right-of-way width for straight part of Hopper Court.
ISSUE ADDRESSED, THANK YOU.
2. The plat says the building setback lines are per the current zoning regulations; however, if you wanted to seek a waiver from the Planning Commission on the rear setbacks on Spruce, you will need to change this statement. The Preliminary and Final Plat should match.
ISSUE ADDRESSED, THANK YOU.
3. The final plat must be at a 1:50 scale and we require two mylars and two paper copies.
ISSUE ADDRESSED, THANK YOU.
4. The plat needs to be labeled Final Plat.
ISSUE ADDRESSED, THANK YOU.

*** FOR OFFICE USE ONLY ***	
Status of Site Plan:	APPROVED
Date:	5/12/2016
Name & Title of Authorizing Official:	Mackenzie Thibault, Planner
Signature:	



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services Director
DATE: June 7, 2016
RE: GC2016-27, Final Plat of the Ranch House Addition

ISSUE:

The Governing Body is asked to consider and approve the Final Plat and Development Agreement of the Ranch House Addition.

BACKGROUND:

At the request of the Ranch House Senior Living LLC, the Governing Body is asked to review and consider the Final Plat and Development Agreement of the Ranch House Addition. The plat includes one (1) lot approximately 25.61 +/- acres. The Ranch House Addition subdivision will be the location of the Ranch House Senior Living Facility. The final plat did go through plat review on April 27th, 2016, and all major concerns were addressed. A copy of the plat review is attached. A preliminary plat and final plat for Ranch House Addition were previously presented before the Planning Commission and were approved on October 15th, 2015. The final plat was not brought before the Governing Body due to issues with stormwater detention/retention and not providing adequate easements. The applicant has added additional easements to provide adequate access for future utility installation. The following are the dedications for the final plat of the Ranch House Addition:

1. A thirty-one (31) foot emergency access easement looping through the lot from Trailblazer Street to Campus Drive for the private street.
2. A thirty (30) foot public utility easement along the west property line running parallel to Campus Drive.
3. Two (2) fifteen (15) foot drainage and public utility easements along the north and south property lines.
4. A ten (10) foot public utility easement and a thirty (30) foot drainage easement along the east property line.
 5. A twenty (20) foot public utility easement running north/south through the center of the lot to provide adequate utility access for future phases of development.
 6. A two-hundred and five (205) foot by forty-five (45) foot sanitary sewer easement located near Trailblazer Street along the north property line.
7. A twenty (20) foot sanitary sewer easement located on the east side of the lot, running perpendicularly from the east property line.
8. A twenty-five (25) foot public utility easement located on the northeast quarter of the lot, extending perpendicularly from the north property line, and running parallel to the thirty-one (31) foot emergency access easement.
9. Three (3) ten (10) foot water easements located around the private street to provide for fire

hydrants.

10. A thirty-five (35) foot drainage easement on the northwest corner of the lot.

The applicant requested from the Planning Commission on May 19th, 2016 to grant a variance from the stormwater management requirements. In accordance with Section 70-2: 9.120 of the Garden City Subdivision Regulations, drainage improvements shall accommodate potential runoff from the entire upstream drainage area and shall be designed to prevent increases in downstream discharges. The applicant will not be accommodating the potential runoff on their property; however, they would like to drain stormwater runoff to a dry detention pond on the north end of the Garden City High School's property. The applicant has reached an agreement with the school district. The school district approved a drainage easement agreement on April 4th, 2016 to allow for the use of the school's property. The Planning Commission approved the variance on May 19th, 2016. The applicant will be required to make improvements to the drainage pond as required by code.

The applicant is required per regulation to dedicate a minimum of four (4) acres of park land, open space, or recreation area. The applicant may opt to provide a cash-in-lieu of land payment which is billed at \$200 per lot for each lot.

ALTERNATIVE:

The Governing Body may:

1. Approve the final plat and development agreement as presented.
2. Not approve the final plat and development agreement with amendments.
3. Not approve the final plat.

RECOMMENDATION:

Staff Recommendation: Staff recommends approval of the final plat and development agreement, based upon the following:

1. The Subdivider/Developer dedicating land for parks, open space, or recreation area, or be required to make a cash-in-lieu of land payment.

Planning Commission Recommendation: The Planning Commission recommends approval of the final plat of the Ranch House Addition based upon staff's recommendation.

Members Present- 9

Final Plat:

Yea vote- 9

Nay vote- 0

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
GC2016-27 Minutes, Final Plat, Site Plan Comments	6/1/2016	Backup Material
Development Agreement - Ranch House Addition	6/1/2016	Backup Material



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

5/19/2016

GC2016-26/27 Prelim/Final Plat of Ranch House Addition, Ranch House Senior Living, LLC

Staff Thibault reads staff report.

Bob Johnson briefly explains the purpose of the new development and what they plan to do with the senior living center. He notifies the members that the utility easements have been handled to the satisfaction of the developer and that an adequate solution for storm water management has been reached. He further explains that an agreement with the school district has been reached to continue the flow of the storm water into the off-site detention pond.

Discussion ensued regarding street access for emergency purposes.

Vice-chairman Germann – What improvements are they required to make to the drainage plan according to code?

Staff Davidson – If it doesn't meet the code when they submit their plans, we will work with them to get that adjusted. For right now, we are asking for the variance to have the water drained off on to the school district's property.

Chairman Lopez – As I understand, both staff and the applicant are comfortable with the provisions?

Staff Davidson – Yes. They do plan on having a development agreement which is being processed.

VICE-CHAIRMAN GERMANN MAKES MOTION TO APPROVE THE PRELIMINARY PLAT OF THE RANCH HOUSE ADDITION INCLUDING A VARIANCE FROM THE STORM WATER MANAGEMENT REQUIREMENTS. MEMBER LAW SECONDS MOTION.

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

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

MEMBER LAW MAKES MOTION TO APPROVE THE FINAL PLAT OF THE RANCH HOUSE ADDITION CONTINGENT UPON THE TWO PROVISIONS ADDRESSED IN THE MEMO ARE MET. MEMBER SCHNEIDER SECONDS MOTION.

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

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

NEIGHBORHOOD &
DEVELOPMENT

SERVICES

SERVING

GARDEN CITY

HOLCOMB

AND

FINNEY COUNTY

620-276-1170

INSPECTIONS

620-276-1120

CODE COMPLIANCE

620-276-1120

PLANNING AND
ZONING

620-276-1170

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



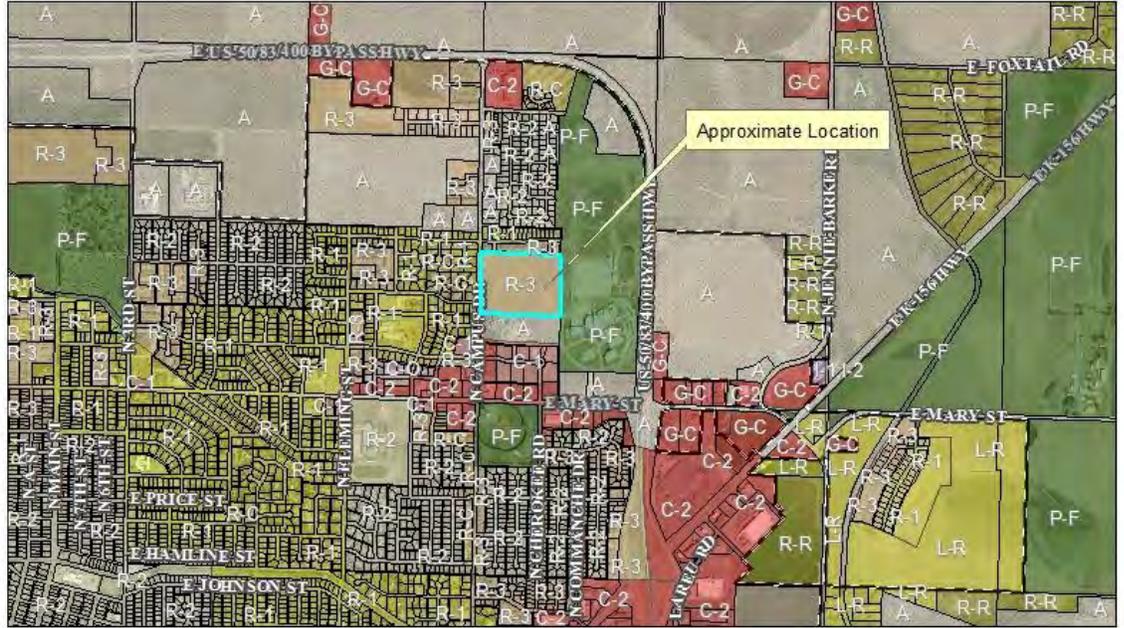
**NEIGHBORHOOD &
DEVELOPMENT
SERVICES
SERVING
GARDEN CITY
HOLCOMB
AND
FINNEY COUNTY**
620-276-1170

INSPECTIONS
620-276-1120

CODE COMPLIANCE
620-276-1120

**PLANNING AND
ZONING**
620-276-1170

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



Case Number: GC2016-27
Applicant: Ranch House Senior Living, LLC
Address: 2900 Campus Dr.
Request: Ranch House Addition Final Plat





NEIGHBORHOOD &
DEVELOPMENT
SERVICES
SERVING
GARDEN CITY
HOLCOMB
AND
FINNEY COUNTY

620-276-1170

INSPECTIONS
620-276-1120

CODE COMPLIANCE
620-276-1120

PLANNING AND
ZONING
620-276-1170

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



NEIGHBORHOOD & DEVELOPMENT SERVICES
SERVING THE CITIES OF
GARDEN CITY, HOLCOMB & FINNEY COUNTY
P.O. Box 998 • 301 N. 8th Street • Garden City, Kansas 67846
(620) 276-1120 FAX (620) 276-1173

Site Plan Review Comments

PENDING

**GCSP16-19, Ranch House Addition
2900 Campus Dr., Garden City, KS**

GENERAL INFORMATION

Revision Date:	5/6/2016	Site Plan Status:	PENDING
Original Review Date:	4/27/2016	Jurisdiction:	Garden City
Owner:	Ranch House Senior Living, LLC : Attn: Jim Klausman	Phone:	785-273-7540
Architect / Engineer:	MKEC Engineering Attn: Brian Lindebak	Contact Info:	316-684-9600
Requested Action:	Approve Preliminary and Final Plat		
Purpose:	Preliminary and Final Plat for Ranch House Addition		
Location address:	2900 Campus Drive		

REVIEW RESULTS:

- 20' public utility easements need to be added to both sides of the access road. Or adequate easements provided for proposed utilities.
ISSUE ADDRESSED, THANK YOU.
- Location and width of any proposed alleys and pedestrian ways need to be shown on the preliminary plat, including the sidewalk along Campus Drive. Only the sidewalk along Campus Drive is required to be shown (5 feet).
ISSUE ADDRESSED, THANK YOU.
- Phases of development need to be shown on the Preliminary Plat. This item only needs to be addressed if the developer chooses to split the preliminary plat into phases. If the developer chooses to do so, the plat must be re-approved by the planning commission.
ISSUE ADDRESSED, THANK YOU.
- If you are not dedicating open space, a cash-in lieu of land fee of \$200 per lot will apply.
Owner is aware and will pay the fee, THANK YOU
- We need detailed views of each intersection.
Lines have been color-coded. ISSUE ADDRESSED, THANK YOU.
- Preliminary Plat needs to show all existing and proposed utility lines and connections for all utilities (water, sewer, electric, gas, T.V., telephone, etc.). This can be shown as a separate utility plan to avoid overcrowding on the preliminary plat.
ISSUE ADDRESSED, THANK YOU.
- Plans for storm water detention and/or retention.

*** FOR OFFICE USE ONLY ***	
Status of Site Plan:	PENDING
Date:	5/6/2016
Name & Title of Authorizing Official:	Mackenzie Thibault, Planner
Signature:	



NEIGHBORHOOD &
DEVELOPMENT
SERVICES
SERVING
GARDEN CITY
HOLCOMB
AND
FINNEY COUNTY

620-276-1170

INSPECTIONS
620-276-1120

CODE COMPLIANCE
620-276-1120

PLANNING AND
ZONING
620-276-1170

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



NEIGHBORHOOD & DEVELOPMENT SERVICES
SERVING THE CITIES OF
GARDEN CITY, HOLCOMB & FINNEY COUNTY
P.O. Box 998 • 301 N. 8th Street • Garden City, Kansas 67846
(620) 276-1120 FAX (620) 276-1173

Site Plan Review Comments

PENDING

**GCSP16-19, Ranch House Addition
2900 Campus Dr., Garden City, KS**

Developer is asking for a waiver from the planning commission to allow for offsite storm water detention/retention. Improvements of the detention pond on the school's property may be required during the engineering phase of the pond.

8. All **public** utilities must be in easements (20').
ISSUE ADDRESSED, THANK YOU. See items 17-19 for additional utility comments.
9. We need to see how you plan to deliver water to the south side of the property (for fire protection).
ISSUE ADDRESSED, THANK YOU
10. Where will the proposed gas lines run, and have you discussed the location with Black Hills Energy?
ISSUE ADDRESSED, THANK YOU.
11. A developer's agreement will need to be drafted and agreed upon between the City of Garden City and the Developer to ensure that both parties clearly understand the responsibilities for carrying out this development.
Staff is working on this and will send a draft ASAP.
12. A sidewalk connection from Trailblazer Street needs to be added. More sidewalks may need to be added with future development of the site.
ISSUE ADDRESSED, THANK YOU. More sidewalks may need to be added with future development of the site.
13. Add to the Note section of the Preliminary and Final plats that the building setback lines will be required to be 20 feet on the north and south property lines.
ISSUE ADDRESSED, THANK YOU.
14. If possible, the signature blocks should be placed on the same page as the final plat.
Please address if possible.
15. Very recently there has been a new City Mayor appointed. Please change the mayor in the signature block to **Chris Law**.
ISSUE ADDRESSED, THANK YOU.
16. The 2 mylar copies and 1 paper copy will need to be submitted for final signature copies of the final plat once it is approved.
Applicant is aware, THANK YOU.
17. WATER:
 - a. The fire hydrants on the west and south side of the project are shown as private – they will not be private (they will be city owned infrastructure) and will need a 10' utility easement to cover them. Also, on the east side of the property is the same thing for the fire leg and

*** FOR OFFICE USE ONLY ***	
Status of Site Plan:	PENDING
Date:	5/6/2016
Name & Title of Authorizing Official:	Mackenzie Thibault, Planner
Signature:	



**NEIGHBORHOOD &
DEVELOPMENT
SERVICES
SERVING
GARDEN CITY
HOLCOMB
AND
FINNEY COUNTY**
620-276-1170

INSPECTIONS
620-276-1120

CODE COMPLIANCE
620-276-1120

**PLANNING AND
ZONING**
620-276-1170

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



NEIGHBORHOOD & DEVELOPMENT SERVICES
SERVING THE CITIES OF
GARDEN CITY, HOLCOMB & FINNEY COUNTY
P.O. Box 998 • 301 N. 8th Street • Garden City, Kansas 67846
(620) 276-1120 FAX (620) 276-1173

Site Plan Review Comments

PENDING

**GCSP16-19, Ranch House Addition
2900 Campus Dr., Garden City, KS**

domestic line with a fire hydrant. This is okay as drawn, but will need to be in a 10' utility easement as well and will be city owned.

ISSUE ADDRESSED, THANK YOU.

18. WASTEWATER:

- a. The sanitary sewer line shown will need a 48" precast manhole locates closest to the building and an 8" main will be required from the manhole to the existing sanitary sewer main on the east side of the property.

19. ELECTRICAL:

- a. The proposed UGE going through the middle of the property (north and south) is not required. However, it will be required to run it north to the property line on the east side of the facility and connect to existing facilities.

ISSUE ADDRESSED, THANK YOU.

- ⚡ All plans must follow the guidelines contained in the 2006 Surface Improvement Handbook and the 2008 Erosion Control Handbook.
- ⚡ Following the approval of the site plan, a pre-application meeting is recommended before the submittal of the construction plans. This meeting will be held with the inspections department to go over our adopted codes.
- ⚡ After that a preconstruction meeting will be required before the building permit is issued. This will be an additional meeting with the inspections department.
- ⚡ All meetings can be scheduled by contacting inspections at: 620-276-1120

*** FOR OFFICE USE ONLY ***	
Status of Site Plan:	PENDING
Date:	5/6/2016
Name & Title of Authorizing Official:	Mackenzie Thibault, Planner
Signature:	

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (Agreement), made and entered into this ___ day of _____ 2016, by and between the **City of Garden City, Kansas** (“City”) and **Ranch House Senior Living LLC** (“Developer”).

RECITALS

- A. Developer owns the real property identified and legally described on Exhibit “A” (“**Ranch House Addition**” or “Property”).
- B. Developer and City each recognize the importance of there being a general plan to guide the growth and development of the Property. The Property is planned to be developed with a continuum of care senior living facility and associated residential and commercial components (the “Project”).
- C. City has adopted regulations concerning development within its corporate limits, consisting of Development Policy, Zoning Regulations and Subdivision Regulations, Floodplain Regulations and any amendments thereto adopted and in place upon approval of this agreement.
- D. City has established and recognizes the zoning on the Property to be “**R-3**”, **Multiple Family Residential District**. Further, on July 8, 2014, the Board of Zoning Appeals of the City approved a Conditional Use Permit (designated as Case No. GCBZA2014-14-CUP) (the “CUP”) for development of a senior living facility upon the Property.
- E. City has approved, with Planning Commission recommending approval, a Preliminary Plat for the **Ranch House Addition**, a copy of which Preliminary Plat is attached as Exhibit “B”, and the Final Plat for the **Ranch House Addition**, which Final Plat is attached as Exhibit “C”.
- F. The approval of the Final Plat by City shall be subject to the approval and recordation of a development agreement mutually agreeable to Developer and City.
- G. The Property is to be developed as follows: **Ranch House Addition**. This addition consists of one (1) lot, public utility easements, right-of-ways, and streets as shown on the Final Plat, a copy of which is attached as Exhibit “C”.
- H. Developer and City desire to provide in this Agreement for (i) Developers’ assurances to City that the Property and **Ranch House Addition** Infrastructure Improvements (as defined herein) will be developed in accordance with the provisions of this Agreement, the Preliminary Plat, the Final Plat and (ii) City’s assurances to Developer that it will be permitted to develop the Property in accordance with the provisions of this Agreement, the Preliminary Plat, and Final Plat. Nothing in this agreement shall restrict the authority of City to modify or amend any current policies or regulations.

- I. City and Developer acknowledge that the development of the Property pursuant to this Agreement will significantly benefit Developer by providing the ability to improve the Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, City and Developers state, confirm and agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The foregoing Recitals are incorporated into this Agreement by this reference.
2. **Definitions.** The following terms and phrases shall have the meaning set forth below:
 - 2.1 *Commencement of Construction* – That date upon which ground is broken in connection with the construction of an Infrastructure Improvement (as defined herein).
 - 2.2 *Developer* – **Ranch House Senior Living LLC**
 - 2.3 *Exhibits* – A complete list of all Exhibits to this Agreement is found immediately after the signature page.
 - 2.4 *Final Plat* – **Ranch House Addition**, as approved by the Governing Body of City on _____, 2016.
 - 2.5 *Preliminary Plat* – The Preliminary Plat for the development of the Property as previously approved by Area Planning Commission on _____, 2016.
 - 2.6 *Property* – Real property known as **Ranch House Addition** Plat.
 - 2.7 *Project* – Development known as **Ranch House Addition**.
3. **Infrastructure.** All infrastructure improvements (as described on the Final Plat attached hereto as Exhibit C) (the “Infrastructure Improvements”) shall be designed in compliance with standards and specifications of City and applicable state agencies. City shall approve all plans prior to construction. Construction of Infrastructure Improvements shall not commence until the plans and specifications have been approved by the Neighborhood & Development Services Director. All Infrastructure Improvements shall be constructed and approved by the Neighborhood & Development Services Director and accepted by the Governing Body prior to the issuance of a building permit on any lot in **Ranch House Addition**. Below are additional descriptions of the Infrastructure Improvements to be the responsibility of Developer.

- (a) **Sidewalks** will be required as per code on all streets, public and private, as a condition of Building Permits. Sidewalks shall be five feet (5') wide.
- a. Handicap ramps will be provided at all intersections, and other locations as required by code.
- (b) **Parks & Open Space:** Cash-in-lieu of land dedication of \$200.00 per lot shall be paid by the Developer for the Ranch House Addition upon filing of the plat.
- (c) **Sanitary Sewer:** Mains with service lines to property line(s), pursuant to the onsite infrastructure improvement plan, to be inspected by Neighborhood & Development Services. Construction plans and specs shall meet the requirements of and receive the approval of KDHE.
- (d) **Water Distribution:** Eight (8) inch mains with service lines to property line(s), including looping, as approved by the Neighborhood & Development Services Director and the Director of Public Utilities. Eight (8) inch water lines, unless the City Water Master Plan or Water System Model indicates requirement for larger, shall be constructed to service the subdivision. Construction plans and specifications shall meet the requirements of the Neighborhood & Development Services Director, the Director of Public Utilities, and KDHE.
- (e) **Storm Water Drainage and Erosion Control:** In conformance with the approved preliminary plan, and the Master Development Plan for **Ranch House Addition**. The Neighborhood & Development Services Director must approve the design and improvements prepared by the Developers engineer whether made on or off site to handle storm water drainage for each area of development.

Storm water drainage plans, an erosion control plan and a Storm Water Pollution Prevention Plan (SWPPP), as applicable, shall conform to the following requirements for approval by the City Engineer. Developer shall submit a Notice of Intent (NOI) for storm water discharge associated with construction activity to KDHE and provide a copy to the City Storm Water Coordinator.

- Erosion and Sediment Control Guidelines and Specifications per Section 38-160 *et seq*, Code of Ordinances, and the *EROSION & SEDIMENT CONTROL MANUAL CITY OF GARDEN CITY, 2008 MANUAL*
- Post Construction Storm Water Guidelines and Specifications per Sections 38-190 *et seq*, Code of Ordinances, and the *POST CONSTRUCTION STORMWATER BEST MANAGEMENT PRACTICES MANUAL, CITY OF GARDEN CITY, 2009*

- (f) **Private Streets:** Private streets for **Ranch House Addition** shall be designed in compliance with City's minimum design standards, including a paved surface designed to a minimum 31-foot back of curb to back of curb layout. Developer shall have the right to restrict access to all private streets. The private streets within the Property will not be dedicated to City. Developer shall be responsible for any street name signage placed along private streets for **Ranch House Addition**.
- (g) **Solid Waste:** Collection for **Ranch House Addition** shall be through a combination of both dumpsters and poly-karts placed at City's discretion through site plan review. City shall not be responsible for the removal of medical waste.
- (h) **All utilities:** Utilities for **Ranch House Addition Phase 1** will be placed either in Public Utility Easements (PUE's) as indicated on the Final Plat pursuant to the approved on site infrastructure improvement plan or easements dedicated by separate instruments accepted for use by the Governing Body of City.

3.2 Responsibility for funding and construction of the Infrastructure Improvements: Subject to the provisions herein contained, Developer agrees to assume and satisfy all applicable development costs pursuant to applicable policies of City, and to construct or install, or cause to be constructed or installed, all applicable Infrastructure Improvements in accordance with such policies.

- (a) *Engineering Fees.* Developer accepts responsibility for all engineering and surveying costs for all Infrastructure Improvements for the Property, whether such Infrastructure Improvements are constructed directly by Developer or by City through special assessment procedures. Neighborhood & Development Services shall inspect all utility and infrastructure installation and improvements. Neighborhood & Development Services Director will agree to a third party engineering and inspection firm to provide inspections as required by the Neighborhood & Development Services Director.

Developer shall pay City an amount equal to 3.0% of the construction cost of those improvements constructed at Developer expense, up to a maximum of \$5,000 pursuant to Section 70-2: 7.130 of the City Subdivision Regulations.

- (b) *Design Standards.* All improvements, public and private, shall be designed in compliance with City's minimum design standards for construction and applicable state agencies. These shall include *streets with curb and gutter, sewer and storm drainage systems, water, and wastewater systems.*
- (c) *Plan Approval.* Construction of improvements shall not commence until the plans and specifications for construction have been approved by the Neighborhood & Development Services Director.

- (d) *Construction Contracts.* All contracts issued by Developer for Infrastructure Improvements constructed by direct cost of the Developer shall include the following:
 - i. Performance and Payment Bond (1 year) and Statutory Bond, or other maintenance and payment guarantee acceptable and consented to by City.
- (e) *Private Streets.* The Developer shall be responsible for the cost of the installation of private streets serving the **Ranch House Addition** subdivision, and shall be responsible for all future maintenance and repair.
- (f) *Water Lines.* Developer shall be responsible for the cost of the installation of water lines and providing approved fire hydrants at the approved spacing serving the **Ranch House Addition** subdivision. Developer shall be responsible for the cost of installation of additional water lines and providing approved fire hydrants for all future development phases.
- (g) *Sewer Lines.* Developer shall be responsible for the cost of the installation of sewer lines and manholes serving the **Ranch House Addition** subdivision. Developer shall be responsible for the cost of installation of additional sewer lines and manholes for all future development phases.
- (h) *Electrical Lines.* Developer shall be responsible for the cost of the installation of electrical lines serving the **Ranch House Addition** subdivision. Developer shall be responsible for the cost of installation of additional electrical lines for all future development phases.
- (i) The Developer shall be responsible for the cost of installation of gas lines, cable services and telephone lines, in accordance with the utility company's installation policy and City ordinances of a size adequate to service the approved Preliminary Plat as determined by the utility company.
- (j) *Payment Security:* In consideration for the foregoing, and in compliance with the requirement to provide evidence demonstrating financial capacity to satisfy the associated financial obligations for improvements to the Property, Developer may enter into one or more construction contracts to complete the work for the internal Infrastructure Improvements. Prior to the commencement of construction of the internal Infrastructure Improvements, Developer shall obtain or shall require that any such contractor obtains workers' compensation, comprehensive public liability and builder's risk insurance coverage hereof and shall deliver evidence of such insurance to City. Developer shall require that the insurance required is maintained by any such contractor for the duration of the construction of the internal Infrastructure Improvements or part thereof, if such contract relates to less than all of the internal Infrastructure Improvements. If Developer serves as general contractor for the internal Infrastructure Improvements, Developer shall not charge more for such services than a third-party contractor would customarily charge for such services.

3.3 Industrial Revenue Bonds, Tax Incentives. City adopted Resolution No. 2652-2016 on April 5, 2016 stating its intent to issue its Industrial Revenue Bonds

("Bonds"), in separate phases in an aggregate total amount of \$38,000,000, to finance the planned separate phases of the Project, including site preparation and the construction of the Project phases. The Developer has requested a tax exemption for the Project pursuant to the Finney County Tax Abatement Policy, which has been adopted by City (the "Policy"). The parties have agreed take steps to grant a tax exemption to the Project phases financed with proceeds of Bonds as agreed and as permitted by the Policy and laws of the State of Kansas (the "Abatement"). On March 31, 2016, the Tax Abatement Committee (composed of representatives of the City of Garden City, Finney County, Garden City Community College, USD 457 Garden City and the Finney County Economic Development Corporation) issued a memorandum to the City and Finney County recommending a sixty percent (60%) abatement of real property taxes for the Project for a ten (10) year period (the "Abatement Offer"). Said memorandum is attached hereto as Exhibit "D". The Developer has accepted the Abatement Offer. The parties acknowledge that action by the Governing Body of the City is required for final approval of the Abatement Offer. The preliminary steps to granting the Abatement for each phase of the Project is expected to occur at appropriate later dates by action of City and subject to the publication and notice requirements of the laws of the State of Kansas, the requirements of Resolution No. 2652-2016, this section and the requirements of the Policy, and in connection with issuance of the Bonds and other applicable provisions of Kansas Law.

The Parties acknowledge and agree that pursuant to Kansas Law the Abatement applies only to real property and improvements thereon financed with proceeds of the Bonds. The parties acknowledge and agree that the Abatement applies to both real property taxes and one hundred percent (100%) of all sales taxes for construction of the Project which are eligible to be exempted pursuant to Kansas Law. The parties agree that this Agreement contemplates that the value of the Project Site and the Project to be subject to Abatement will be financed (or costs reimbursed) from proceeds of the Bonds. The Bonds shall be issued in a sum sufficient to pay costs of constructing the applicable phase of the Project and authorized costs of issuing the Bonds as stated in Resolution No 2652-2016 and in any subsequent resolution of intent adopted by City related to a specific phase of the Project. The Bonds may be issued prior to construction of a Project phase or after the date a Project phase is substantially completed and shall be issued for a period of at least 10 years from the date the bonds are first issued.

The provisions, covenants and agreements contained in this Agreement with respect to the Abatement are conditioned on and depend upon approval by the governing body of City, Finney County, and the issuance by the Kansas Board of Tax Appeals of an order exempting the Project (or Project phase) from ad valorem taxation in accordance with Kansas Law. City agrees to take all necessary action to assist the Developer in obtaining and maintaining the exemption, including any filing required with Finney County, Kansas and Kansas Board of Tax Appeals; provided, however, City shall not be liable for any failure by the Kansas Board of Tax Appeals or Finney County, Kansas to effect or

approve the abatement agreed to and currently allowed by applicable Kansas Law. The Developer acknowledges that it is the responsible party to obtain and maintain the tax abatement described herein. Developer acknowledges that the requirements of applicable Kansas Law concerning the abatement have been fully explained to the Developer and Developer agrees to act in good faith, cooperate with City, and use its best efforts in any action necessary to obtain and maintain the abatement under Kansas Law. Developer further acknowledges that the abatement, if granted, is subject to changes in law and that actions of the Developer may affect the availability of the exemption initially and in any subsequent year regardless of this Agreement, and further, that the granting of the exemption by the Kansas Board of Tax Appeals for one portion of the Project does not guarantee the granting of an exemption for any other portion nor guarantee renewal of the exemption for any subsequent year.

City will apply for a sales tax exemption certificate from the Kansas Department of Revenue for each phase of the Project. The Parties further acknowledge that the sales tax exemption for materials and services acquired to construct the Project phases is subject the changes in law made by the Kansas legislature and to the issuance of a sales tax exemption certificate by the Kansas Department of Revenue.

4. **Infrastructure dedication; operation; maintenance.** All Infrastructure Improvements shall be constructed in a good and workmanlike manner and in accordance with all applicable laws, codes, ordinances and design standards. City reserves right to inspect any/all construction at any time. Infrastructure Improvements intended to become a part of City system (including the water distribution system, sanitary sewer system, electrical system, and any street within public right-of-way) shall, after approval by the Governing Body of the City in accordance with applicable laws, codes, ordinances, rules and regulations, be dedicated to City. Thereafter the acceptance of the dedication, City shall be solely responsible for the operation and maintenance of the Infrastructure Improvements, upon completion of the following:
 - 4.1 Certification by Developer's engineer.
 - 4.2 Developer shall provide a reproducible set of "As-Built" construction drawings and in digital format per Neighborhood & Development Services requirements for such Infrastructure Improvements and plat.
 - 4.3 City maintenance responsibilities are subject to any contractor(s) maintenance bond obligations.

5. **Development rights.** Developer and City acknowledge and agree that upon recordation of the Final Plat, City shall not, unless requested by Developer, rescind or modify the approved zoning during the term of this Agreement.

6. **Representatives; default; cure period.**

- 6.1 Appointment of Representatives. City and Developer each shall designate and appoint a representative to act as a liaison between City and its various departments and Developer. The initial representative for City shall be the City Manager, and the initial representative for Developer shall be **Jim Klausman** as identified by Developer from time to time in writing pursuant to Paragraph 7.1. The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this Agreement, and the development of the Property pursuant to the Preliminary Plat, Final Plat.
- 6.2 Default; cure period. Failure by either party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days after written notice thereof from the other party shall constitute a default under this Agreement. Such notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the thirty (30) days, the non-defaulting party shall have all rights and remedies which may be available under law or equity including without limitation the right to institute an action for damages.

7. **Notices and filings.**

- 7.1 Manner of serving. All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally, or sent electronically by email, or by certified United States Mail, postage prepaid, return receipt requested, if to:

City: **Matthew C. Allen, City Manager**
City of Garden City
301 N. 8th Street, P.O. Box 998
Garden City, Kansas 67846

Developer: **Ranch House Senior Living, LLC**
Jim Klausman
3715 SW 29th St., Ste, 200
Topeka, Kansas 2164

or to such other address as either party hereto may from time to time designate in writing and deliver in a like manner.

- 7.2 Mailing Effective. Notices, filings, consents, approvals and communication given by email or mail shall be deemed delivered upon receipt, or seventy-two (72) hours following deposit in the U.S. Mail, postage prepaid and addressed as set forth above, whichever first occurs.

8. **General.**

- 8.1 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by City or Developer of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.
- 8.2 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument.
- 8.3 Captions. The captions or descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
- 8.4 Adoption of Agreement. This Agreement shall be binding upon City only upon adoption of same by the Governing Body of City.
- 8.6 Successors. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto as covenants running with the land.
- 8.7 No Agency/Partnership. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or any other business relationship between Developer and City.
- 8.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.
- 8.9 Amendment. No change or addition is to be made to this Agreement except by a written amendment executed by the parties hereto. Within ten (10) days after any amendments to this Agreement, such amendment shall be recorded with the Register of Deeds, Finney County, Kansas.
- 8.10 Good Standing; Authority. Each of the parties represents and warrants to the other that:
- (a) It is duly formed and validly existing under the laws of Kansas,
 - (b) It is duly qualified to do business in the State of Kansas and is in good standing under applicable state laws, and

(c) The individuals executing this Agreement on behalf of the respective parties are authorized and empowered to bind the party on whose behalf each such individual is signing.

8.11 Governing Law. This Agreement shall be construed and interpreted under the laws of the State of Kansas.

8.12 Recordation/Agreement To Run With The Land and Effect. This Agreement, except for exhibits identified and attached, shall be recorded in its entirety with the Register of Deeds, Finney County, Kansas, not later than ten (10) days after its execution. **This Agreement shall constitute covenants that run with the land and are binding on successors in interest.** Exhibits “A” through “C” shall be available for review and inspection during normal business hours at:

**City of Garden City, Kansas
Planning & Community Development Department
301 N. 8th Street, P.O. Box 998
Garden City, Kansas 67846**

8.13 Construction of Agreement. This Agreement has been arrived at by negotiation and shall not be construed against either party to it or against the party who prepared the last draft.

8.14 Exhibits. The exhibits listed on the page immediately following the signature page are attached hereto and shall be deemed to have been incorporated herein by this reference with the same force and effect as is fully set forth in the body hereof.

IN WITNESS WHEREOF, this Development Agreement is executed by City and Developer effective as to the day and year first above written.

CITY OF GARDEN CITY:

By: _____
Chris Law, MAYOR

ATTEST:

Celyn N. Hurtado, CITY CLERK

REVIEWED BY:

Randall D. Grisell, CITY ATTORNEY

DEVELOPER – Ranch House Senior Living, LLC

By: _____
Jim Klausman

ACKNOWLEDGEMENT

STATE OF KANSAS)
)
COUNTY OF FINNEY) **SS.**

This instrument was acknowledged before me on Date _____ by Chris Law, MAYOR and Celyn N. Hurtado, CITY CLERK of the City of Garden City, Kansas, a Kansas municipal corporation.

Notary Public

My Appointment Expires:

ACKNOWLEDGEMENT

STATE OF KANSAS)
)
COUNTY OF FINNEY) **SS.**

The foregoing document was acknowledged before me this ____ day of ____, by Jim Klausman.

Notary Public

My Commission Expires:

NOTICE

Public notice is hereby given that the City of Garden City, Kansas, a municipal corporation, has entered into a certain Development Agreement dated _____, **with Ranch House Senior Living, LLC** therein described as “Developer”, covering and upon certain Property described as: **Ranch House Addition** according to the recorded plat thereof.

Said Development Agreement shall exist for a term of **Five (5) years**, subject to provisions therein contained with respect to extension of such agreement, and provides for the development of and provision for infrastructure improvement to such Property, in addition to various other covenants, terms and conditions.

A copy of said Development Agreement, together with exhibits attached thereto, is and will remain permanently on file in the offices of the City Clerk, and the Planning & Community Development Department, of the City of Garden City, and shall there be available for inspection and copying during normal business hours.

Executed by authority of the City Council of the City of Garden City, Kansas, this ___ day of _____, 2016

GARDEN CITY, KANSAS

By: _____
Chris Law, MAYOR

ATTEST:

Celyn N. Hurtado, CITY CLERK

STATE OF KANSAS)
) Ss.
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2016.

Notary Public

My appointment Expires: _____

EXHIBITS

Exhibit "A"	Legal Description – Ranch House Addition
Exhibit "B"	Preliminary Plat – Ranch House Addition
Exhibit "C"	Final Plat -- Ranch House Addition
Exhibit "D"	Abatement Offer Memorandum

EXHIBIT A

Legal Description – Ranch House Senior Living L.L.C.

Atract of land located in the Northwest Quarter of the Southwest Quarter of Section Four (4), Township Twenty-four (24) South, Range Thirty (32) West of the 6th P.M., in Finney County, Kansas, being further described as follows: Beginning at the West one-quarter corner of Section 4, T24S, R32W of the 6th P.M., thence S 88°08'46" E on the quarter section line for a distance of 1231.66 feet; thence S 00°57'26" W for a distance of 1327.30 feet to a point on the 1/16th line; the N 88°57'26" E on the West line of the Southwest quarter of said Section 4 for a distance of 1329.9 feet to the Point of Beginning. Except, the North 400 feet thereof.

EXHIBIT D
Abatement Offer Memorandum

MEMORANDUM OF TAX ABATEMENT COMMITTEE

Date: March 31, 2016
To: Boards of Commissioners: Finney County/ City of Garden City
From: Lona DuVall, President of Finney County Economic Development Corporation
Re: IRB/ Tax Abatement Request: Ranch House Senior Living Project

The Tax Abatement Review Committee conducted a meeting on March 29, 2016 to review the tax abatement request submitted on behalf of the Ranch House Senior Living project. The following committee members were present:

City of Garden City

Janet Doll, Mayor
Matt Allen, City Manager

City of Holcomb (no fiscal impact related to abatement)

Finney County

Dave Jones, Commission Chairman
Randy Partington, County Administrator

Garden City Community College

Dr. Herbert Swender, President

USD 457 Garden City

Dr. Steve Karlin

USD 363 Holcomb (no fiscal impact related to abatement)

Finney County Economic Development

Tom Walker, Board Chairman
Lona DuVall, President

Following is a brief summary of the findings of the Cost-Benefit Analysis:

In accordance with the Statement of Policy and Procedures for Tax Exemptions and Incentives for Economic Development (Policy), this project qualifies for 60% abatement.

Following are the estimated taxes abated over the entire ten year period at 60%.

	Present Value of incentives and taxes abated over the next 10 years	Payback period
City of Garden City	\$1,060,727	8 years
Finney County	\$1,174,354	> 10 years
U.S.D. 457	\$ 684,063	> 10 years
Garden City Community College	\$ 606,782	10 years

Committee Member Input

GCCC: Dr. Herbert Swender

- Project is good for the community
- Project will help to alleviate some of the housing pressure by allowing seniors alternative living environments
- Project will work with nursing and culinary training programs at GCCC and GCHS
- Significant value to local and regional economy as a whole

County: Chairman Dave Jones

- Project is good for the community and should alleviate seniors being forced to leave the community for senior living care

City of Garden City: Mayor Doll

- This project is good for the community and meets the some of the needs that we identified through the Senior Living Study of 2013

USD 457: Dr. Steve Karlin

- District wants to be supportive of economic development efforts
- District offered no opposition to doing this tax abatement
- With no board representation present, Dr. Karlin could not offer support of the tax abatement

Majority of the Tax Abatement Review Committee offers recommendation for the abatement at 60%. No decision by this Committee is valid until fully approved by the Board of County Commissioners and/or the Board of City Commissioners following completion of construction and final valuation. The Review Committee wishes to express their appreciation of the improved quality of life for seniors, the investment, the job creation, and the economic activity that is generated as a result of this project.



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services Director
DATE: June 7, 2016
RE: New and Renewed Licenses

ISSUE:

The Governing Body is asked to consider and approve licenses for June 7, 2016.

BACKGROUND:

Attached is the list of contractors who have applied for a new or renewal license from Neighborhood & Development Services. All of the contractors on this list have completed the requirements necessary to obtain their license for 2016.

ALTERNATIVE:

None

RECOMMENDATION:

None

FISCAL NOTE:

None

ATTACHMENTS:

Description	Upload Date	Type
June 7, 2016 Licenses	6/1/2016	Backup Material

CONTRACTOR LICENSE AGENDA

June 7, 2016

2016 NEW

CLASS D- E ELECTRICAL

Western Kansas Electrical Service LLC

CLASS C – RESIDENTIAL

Z-2 Construction

2016 RENEWAL

CLASS C – RESIDENTIAL

N8's Construction

JP Construction

CLASS D- MECHANICAL

Heco Heating & Cooling LLC

Other Entities Minutes



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Kaleb Kentner, Neighborhood & Development Services Director
DATE: June 7, 2016
RE: Presentation of the May 2016 agenda and April 2016 approved minutes from the Community Health Advisory Board.

ISSUE:

Presentation of the May 12, 2016 agenda and the April 14, 2016 approved minutes from the Community Health Advisory Board.

BACKGROUND:

Attached is the May 2016 agenda and April 2016 approved minutes from the Community Health Advisory Board.

ALTERNATIVE:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
CHAB May, 2016 Agenda	5/13/2016	Backup Material
CHAB April, 2016 Approved Minutes	5/13/2016	Backup Material

**COMMUNITY HEALTH ADVISORY BOARD
AGENDA**

Thursday, May 12, 2016
4:30 P.M. City Commission Chamber – Garden City, Kansas

Note: If you require any accommodation (i.e. qualified interpreter, large print, reader, hearing assistance) in order to attend this meeting, please notify this office at (620) 276-1170 no later than 48 hours prior to the scheduled commencement of the meeting.

- I. CALL REGULAR MEETING TO ORDER**
- II. APPROVAL/REVIEW OF MINUTES from April 14th meeting**
- III. ELECTION OF OFFICERS**
- IV. GENERAL STAFF REPORT AND UPDATE**
- V. BUSINESS**
 - A. Tobacco 21**
 - B. Creating a Joint City-County CHAB**
- VI. ADJOURN**

**MINUTES
COMMUNITY HEALTH ADVISORY BOARD
GARDEN CITY, KANSAS**

THURSDAY APRIL 14, 2016 AT 4:30PM

The Community Health Advisory Board met in the City Administration Building located at 301 N. Main Street, Garden City, Kansas at 4:30 P.M.

Present were Chairperson Nusser, Member Desalvo, Member Gerstner, Member Unruh, and Member Swords. Also in attendance were Community Health Advisory Board Staff Liaisons Davidson, Thibault and Croteau.

I. CALLED MEETING TO ORDER

At 4:34 pm. *Chairperson Nusser* called the meeting to order.

II. APPROVAL/REVIEW OF MINUTES:

- a) *Member Unruh* makes a motion to approve the minutes from March 10, 2016. *Member Desalvo* seconds the motion. Votes were taken by yeas and nays and recorded as follows:

Campbell	Desalvo	Gerstner	Koksal	Nusser	Shrader	Swords	Taylor	Unruh
Not Present	Yea	Yea	Not Present	Yea	Not Present	Yea	Not Present	Yea

Motion passed.

III. GENERAL STAFF REPORT AND UPDATE

- a) **Sunflower Trail Grant Support Letter**

Staff Davidson follows up on the Sunflower Trail Grant Support Letter for the Dean Wiley Park extensions for trails. *Staff Davidson* explains that the Park Board did not approve of the location that the board recommended. Discussion ensued regarding the process for recommendations for new trails and grants on behalf of the board. *Staff Davidson* explained that recommendations from this Board goes to the Governing Body, then the Governing Body can appoint staff to research and come up with a plan. Staff then brings the proposal to the Planning Commission where it is either recommended or not recommended before it goes back the Governing Body for a final decision. And part of this Board's responsibility is to help identify the areas with needs and potential opportunities for the community's health, and it is up to the Commissioners to take the next step. *Chairperson Nusser* suggests staff should ask the Park Board to re-examine the recommendations they presented for the trails.

- b) **Community Garden Update**

- 1. **School Gardens**

Staff Davidson follows up on the garden located at Florence Wilson Elementary School and informs the members that it is one for students only.

- 2. **Garden spot**

Staff Davidson says that staff researched Garden Spot and mentioned that gardens are allowed to be put in on the sides of the property and in the back but lack ample area and organization. *Staff Croteau* mentions that residents of Garden Spot have rented plots at a church community garden located at Cornerstone Church, and references a couple locations that could potentially be a convenient spot for gardens, such as Scout Park. *Staff Davidson* presents tallies of various community gardens that have successfully sold out plots including East Garden Village, Finney County Fairgrounds, ADA Garden and Dominican Sisters. *Staff Davidson* concludes that Garden Spot area is in high need of community gardens and mentions to the members that they, as a board, can recommend putting in another community garden, along with suggesting a location that they see fit for such gardens. Discussion ensued regarding Garden Spot and how their gardening and plots function. *Chairperson Nusser* asks if KDHE approved the use of purple water from the DFA plant for the gardens. *Staff Davidson* shares that the results for that discussions have not yet been collected but that staff is looking into hiring an engineering team who will work with the utilities department to come up with a way to get the water to each location if the idea is possible.

Member Gerstner makes a motion to make the recommendation to the City Commission of placing a new garden around the Garden Spot area. *Member Swords* seconds the motion.

Campbell	Desalvo	Gerstner	Koksai	Nusser	Shrader	Swords	Taylor	Unruh
Not Present	Yea	Yea	Not Present	Yea	Not Present	Yea	Not Present	Yea

Motion passed.

3. **The process of putting in a Community Garden in the City**

Staff Davidson explains that the Board recommends ideas to the City Commission, who then recommend for staff to research locations, and then staff presents such ideas to the Planning Commission. The Planning Commission would then pass on the recommendation to the City Commission who essentially approves each recommendation. *Member Unruh* mentions that with the process, the figures and maps presented by staff depicting the scarcity of gardens in specific areas help explain the need of the spots they are recommending.

BUSINESS

a) **Tobacco 21**

Staff Davidson explains the discussion she attended through a conference call, along with Staff Croteau, organized by Healthy KC regarding tobacco use and the idea of raising the age for tobacco purchase. Staff and members discuss the facts and statistics presented in the PowerPoint. *Staff Davidson* explains that Kansas has earned an 'F' for tobacco prevention efforts and shares that finding and researching effective ways to inform and spread the word to our community is a proper way to start taking action. *Staff Davidson* suggests endorsers serving as a liaison to the community who could help spread awareness on the issue. Discussion ensued regarding the negative effects of tobacco use and examples of actions taken by other communities that showed to be effective and successful. Members propose potential candidates that could serve as sponsors and suggest different methods that could be used to openly present the issue. *Member Gerstner* suggests retrieving updated information from the Tobacco Prevention Coalition specifically for the state of Kansas in aims to gain endorsers and support from the community. *Members Gerstner* mentions the idea of presenting solid information and facts to different groups including the Health Coalition and chronic disease group in efforts to get them to promote the goal. *Member Gerstner* mentions that youth involvement is needed. *Staff Davidson* suggests compiling research and contacts to begin assembling a plan of action. *Member Gerstner* mentions that she will get the current statistics from the State of Kansas.

Discussion ensued concerning the role of the CHAB. *Member Unruh* mentioned Commissioner Clifford from the Finney County Commissioners is interested in the health of the County. *Member Unruh* also mentions about possibly combining this Board with the County, to include the county.

Next meeting time confirmed as May 12, 2016 at 4:30 pm.

Meeting adjourned at approximately 5:22 pm.

Kaleb Kentner
Carol Davidson
Mackenzie Thibault
Secretary

Judy Nusser, Chairman



MEMORANDUM

TO: Governing Body
THRU: Matthew C. Allen, City Manager
FROM: Michael D. Utz, Chief of Police
DATE: June 7, 2016
RE: May 2016 Advisory Board Minutes

ISSUE:

Presentation of the May 17, 2016 meeting minutes for the Police/Citizens Advisory Board meeting held on May 17, 2016.

BACKGROUND:

Attached are the meeting minutes for the Police/Citizens Advisory Board meeting held on May 17, 2016.

ALTERNATIVE:

None.

RECOMMENDATION:

None.

FISCAL NOTE:

None.

ATTACHMENTS:

Description	Upload Date	Type
May 17,2016 Police/Citizens Advisory Board minutes	5/18/2016	Backup Material

Garden City Police Department
Police Citizens Advisory Board
May 17, 2016

Present: Michael D. Utz, Chief of Police; Sergeant Andrew Roush; Chuck Allen, Chairperson; Mellaina Johnson, Vice Chairperson; Vinh Nguyen; Connie Bonwell; Norma Fuentes.

Not Present: Brandon Neeb; Andrew Hanser; Alicia Weber; Stan Kennedy; Alyssa Ralston; Jeff Starkey; Darla Samy

Chief Utz informed members that with the transition into SunGard came some difficulties in compiling monthly reports. Chief Utz let members know staff is reviewing different modules within the system that could help in completing the required monthly reports.

Chief Utz announced the testing process for a new Administrative Assistant has begun. Interviews will be conducted starting May 24, 2016.

Chief Utz informed members of the current job openings; 1 position available in Patrol and 3 positions available in Communications. The applicants not chosen for the Administrative Assistant position will be offered an opportunity to consider other current openings.

A discussion was held regarding the reporting of when officers “use force” in an arrest to be put on the monthly report or a separate report. Sergeant Roush will evaluate with Captain Ralston if such report can be compiled

Chief Utz informed members an ATM skimmer has been reported in multiple areas to include Garden City and Dodge City. Members were advised to be cautious when using an ATM and information was given on how to identify a possible skimmer that would be located on an ATM.

Chief Utz thanked members for giving their input on the new outer vest for the officers and informed them that personnel will be contacted for vest measurements soon.

Chief Utz informed members of the recent transfers and assignments within the Department.

A discussion was held regarding the overall outcome of the National Police Officer’s Memorial Day Ceremony that was held on May 13, 2016.

Board member Allen requested volunteers to help put out flags. Chief Utz informed Allen he would forward the request to staff in hopes to recruit some volunteers.