AGENDA
AIRPORT ADVISORY BOARD
THURSDAY, AUGUST 14, 2025
5:30 PM
AIRPORT ADMINISTRATIVE OFFICE

1. MEETING CALLED TO ORDER

2. PUBLIC COMMENT (Five Minutes per Spokesperson)

3. APPROVAL OF MINUTES

3.A. July 10th, 2025, Airport Advisory Board Minutes
July 10, 2025, Minutes.pdf

4. OLD BUSINESS

5. NEW BUSINESS

5.A. The Airport Advisory Board is asked to consider the Milk & Honey Lease Amendment request.
Milk & Honey at the Flight Deck Lease and Operations Agreement.pdf
Milk & Honey Request.pdf

5.B. The Airport Advisory Board is asked to recommend a volunteer to serve on the City of Garden City's Capital Improvement Program (CIP) committee.

6. DIRECTOR'S REPORT

6.A. Presentation of the Director's Report

7. MONTHLY REPORTS

7.A. GCK Monthly Reports - July 2025
July Monthly Reports.pdf

8. BOARD MEMBER COMMENTS

9. ADJOURN

GARDEN CITY
KANSAS

MEMORANDUM

TO: Airport Advisory Board
THRU: Matthew C. Allen, City Manager
FROM: Blair Rodriguez, Administrative Services Supervisor
DATE: August 8, 2025
RE: July 10th, 2025, Airport Advisory Board Minutes.

ISSUE:
Approval of the July 10th, 2025, Airport Advisory Board Minutes.

BACKGROUND:
Attached are the July 10th, 2025, Airport Advisory Board Minutes.

ALTERNATIVES:
1. Approve the July 10th, 2025, Airport Advisory Board Minutes.
2. Approve the July 10th, 2025, Airport Advisory Board Minutes with corrections.

RECOMMENDATION:
None.

FISCAL NOTE:
None.

ATTACHMENTS:
July 10, 2025, Minutes.pdf

GARDEN CITY
REGIONAL AIRPORT

ADVISORY BOARD MINUTES
JULY 10, 2025

5:30 P.M. MEETING CALLED TO ORDER

MEMBERS PRESENT
Jette DeSalvo, Blair Loving, Aaron Anderson, Travs Neidig, and Michael Richmeier

MEMBERS ABSENT
Tyler Deines

STAFF PRESENT
Rachelle Powell

ITEM 2 PUBLIC COMMENT

Police Chief Courtney Prewitt provided a presentation regarding the Law Enforcement Center sales tax ballot initiative.

ITEM 3 APPROVAL OF MAY 8, 2025, MINUTES

Blair Loving made a motion to approve the May 8th, 2025, Airport Advisory Board minutes. Travis Neidig seconded the motion. The motion passed unanimously.

ITEM 4 OLD BUSINESS

4.A. None

ITEM 5 NEW BUSINESS

5.A. The Airport Advisory Board was asked to consider and recommend an Airport Advisory Board member appointment.

The Airport Advisory Board has an unexpired member term to fill. The position was vacated due to the inability to meet the attendance requirement in Resolution No. 2196 that requires members to attend three-fourths of regular meetings in any given calendar year. The former appointment attended one meeting in 2024 and has not attended a meeting in 2025.

The airport has ten applications on file from people interested in serving on the board. The applicants are Michael Cook, Shajia Donecker, Jason Dougherty, Anna Hemenway, Bradley Kowalski, Steve Michel, James Randall, Brian Thomas, and Aaron Zeller.

Aaron Anderson made a motion to recommend Jason Dougherty to the City Commission for the Airport Advisory Board appointment. Michael Richmeier seconded the motion. The motion passed unanimously.

ITEM 6 DIRECTOR'S REPORT

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

ITEM 7 MONTHLY REPORTS

Staff reviewed the monthly reports with the Airport Advisory Board.

ITEM 8 BOARD MEMBER COMMENTS

A. Travis Neidig – No comment.

B. Michael Richmeier – No comment.

C. Jette DeSalvo – No comment.

D. Tyler Deines – Absent

E. Blair Loving – No comment.

F. Aaron Anderson – No comment.

ITEM 9 ADJOURNMENT

Blair Loving made a motion to adjourn until August 14th, 2025. Jette DeSalvo seconded the motion. The motion passed unanimously.

GARDEN CITY
KANSAS

MEMORANDUM

TO: Airport Advisory Board
THRU: Matthew C. Allen, City Manager
FROM: Rachelle Powell, Director of Aviation
DATE: August 14, 2025
RE: Milk & Honey Lease Amendment Request

ISSUE:
The Airport Advisory Board is asked to consider the Milk & Honey Lease Amendment request.

BACKGROUND:
The Pinky's Grilled Cheestro, LLC d/b/a Milk & Honey at the Flight Deck Lease Agreement Term began on October 1, 2024, and ends on September 30, 2025. The agreement shall automatically renew each year unless either party gives the other party written notice of intent to terminate the agreement not less than 90 days prior to the end of the current term.

The rent of the agreement is $2,000 per month with the first payment due on January 10, 2025. The restaurant was not required to pay rent October 2024 - December 2024.

Milk & Honey has requested to be paid $2,500 per month beginning January 1, 2025. The request states Garden City Regional Airport may omit payment from October 2025 - December 2025. The request may be found in the accompanying information.

ALTERNATIVES:
1. The Airport Advisory Board may recommend approving the Milk & Honey Lease Amendment request.
2. The Airport Advisory Board may not recommend approving the Milk & Honey Lease Amendment request.
3. The Airport Advisory Board may provide guidance to staff.

RECOMMENDATION:
Staff does not recommend approving the Milk & Honey Lease Amendment request.

FISCAL NOTE:
Revenue from the Lease Agreement is allocated to the airport budget in the annual amount of $24,000. Recommending approval of the request would eliminate the revenue and creates an unexpected expense for the airport budget in the amount of $30,000.

ATTACHMENTS:
Milk & Honey at the Flight Deck Lease and Operations Agreement.pdf
Milk & Honey Request.pdf

LEASE AND OPERATIONS AGREEMENT

THIS LEASE AND OPERATIONS AGREEMENT ("Agreement") is made this 3rd day of September, 2024, between the CITY OF GARDEN CITY, KANSAS, a municipal corporation ("City"), and PINKY'S GRILLED CHEESTRO, LLC d/b/a Milk & Honey at the Flight Deck, a Kansas limited liability company ("Tenant").

WITNESSETH:

WHEREAS, City is the owner of improved real property located at the Garden City Regional Airport ("GCRA"), Garden City, Finney County, Kansas; and

WHEREAS, Tenant desires to lease from City space in the GCRA, for the purpose of operating a restaurant; and

WHEREAS, City and Tenant desire to enter into this Agreement, setting forth the terms and conditions of the agreement between the parties for lease of space and operation of a restaurant.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **PREMISES.** City does hereby grant, lease, and rent to Tenant for its exclusive use and occupancy as a restaurant and food preparation kitchen, that portion of the terminal facility situated at the GCRA designed as the Flight Deck Restaurant, as more particularly detailed as the highlighted area in Exhibit A, attached hereto and incorporated herein, to be known hereafter as the Leased Premises. The parties acknowledge and agree that the restaurant operated by Tenant shall be known as Milk & Honey at the Flight Deck or Flight Deck Restaurant ("Restaurant or Leased Premises").

2. **TERM/TERMINATION.** The term of this Agreement shall be year-to-year, with the term to begin on October 1, 2024, and end on September 30, 2025. This Agreement shall automatically renew each year, unless either party gives the other party written notice of intent to terminate this Agreement not less than ninety (90) days prior to the end of the then current term.

The parties acknowledge that the Restaurant at the GCRA has been known as the Flight Deck Restaurant since the City began operation of the Restaurant. At the time of termination of this Agreement, whether by mutual agreement of the parties or otherwise, City shall have the right to use the name Flight Deck Restaurant in the continued operation of the Restaurant at the GCRA.

3. **RENT.** Tenant agrees to pay as rent for the Leased Premises the sum of Two Thousand Dollars ($2,000) per month, on or before the 10th day of each month, with the first payment due January 10, 2025. If Tenant fails to pay rent on or before the 10th of each month, a late fee of 5% of the monthly rent shall be assessed by City and due from Tenant. All payments shall be made payable to the City of Garden City, Kansas – GCRA.

Rent will be free from October 1, 2024 through December 31, 2024, conditioned upon upholding this Agreement for a full one-year period ending September 30, 2025. Should Tenant terminate this Agreement before September 30, 2025, Tenant shall owe to City Six Thousand Dollars ($6,000), the sum equal to the free rent given to Tenant from October 1, 2024 through December 31, 2024.

4. **CONDITION OF PREMISES.** Tenant has examined and knows the condition of the Leased Premises, as well as all equipment is brand new. Said equipment is more fully described in Exhibit B, attached hereto and incorporated herein. Tenant is responsible for maintaining Leased Premises and equipment in excellent condition. Tenant is responsible for replacing any damage to equipment.

5. **USE OF PREMISES.** Tenant intends to use the Leased Premises for the operation of the Restaurant. Lease of the Leased Premises by City to Tenant is expressly conditioned upon the requirement that Tenant maintain a Restaurant open to the public.

6. **HOURS OF OPERATION.** Tenant agrees to operate the Restaurant, open to the public, from 11:00 a.m. to 7:00 p.m. Tuesday through Thursday, 11:00 a.m. to 9:00 p.m. Friday and Saturday, and 11:00 a.m. to 3:00 p.m. on Sunday. Tenant shall have the option to operate the Restaurant for hours in excess of the hours set forth herein.

7. **TAXES.** Tenant shall be responsible for payment of all taxes and assessments levied against personal property owned by Tenant and located on the Leased Premises. The parties acknowledge that the Leased Premises is exempt from ad valorum taxes at the present time as owned by City; however, the parties agree that should City be compelled at a later date to pay ad valorum taxes on the Leased Premises, that such taxes shall be assessed to and paid by Tenant on a pro-rata basis as determined by the square footage leased by Tenant compared to the total square footage of the real property subject to ad valorum taxes.

8. **MAINTENANCE.** City shall be responsible for all necessary repairs to the basic structure of Leased Premises. City owns the equipment in the Restaurant; however, Tenant is responsible for the maintenance of all equipment. Tenant is responsible for damage to the Leased Premises or equipment caused by Tenant. Tenant shall replace damaged equipment. City shall not provide janitorial services or janitorial supplies.

9. **DUTIES AND RESPONSIBILITIES OF TENANT.** Tenant shall not be permitted to terminate its restaurant business during the term of this Agreement. Termination of restaurant business activity by Tenant shall be deemed to be a default and breach of this Agreement, in spite of the fact that Tenant may continue to make rent payments hereunder, and City shall have the right, without notice, to immediately terminate this Agreement if such period of termination exceeds thirty (30) days.

Tenant further agrees to the following terms and conditions in the operation of its Restaurant:

a. Store all trash and refuse in appropriate containers within the Leased Premises and to attend to the daily disposal thereof in the manner and place designated by City. Tenant shall not burn any trash or rubbish in or from the Leased Premises or anywhere else within the confines of the GCRA, nor shall Tenant operate a garbage grinder without City's prior written consent. Tenant will not dispose of any hazardous waste material on the Leased Premises or use the Leased Premises in any manner which would be in violation of state or federal environmental laws.

b. Not erect or maintain, nor permit to be erected or maintained, at its place of business in the GCRA, any signs, advertisements, notices, or other lettering, without obtaining in advance the prior written consent and approval of the GCRA Director of Aviation.

c. Maintain the Leased Premises in a clean, safe, and sanitary condition and free of insects, rodents, vermin, and other pests. City agrees to have the Leased Premises serviced by a pest exterminator at such intervals as City may reasonably require, and City will be financially responsible for paying for these services.

d. Receive and deliver goods and merchandise only in the manner and in such areas as may be designated by City.

e. Not perform any act or carry out any practice which may injure the Leased Premises or any part of the GCRA, or cause any offensive odors or loud noise, or constitute a nuisance to any other tenant, airline passengers, or the general public in the airport terminal.

f. Conform to and comply with any and all laws, rules, regulations and operating standards which have been or which may be hereafter adopted by any governmental authority having jurisdiction, including City, and the GCRA Director of Aviation. Tenant further agrees to procure and maintain all permits and licenses, pay all charges, fees and taxes, and give all notices required by law.

g. Not use the plumbing facilities for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein. The expense of any breakage, stoppage, or damage to plumbing facilities or the sewer system, shall be borne by Tenant, if Tenant, or its employees, agents or invitees shall have caused such problems.

h. Keep the Leased Premises in such condition and repair so as to enable it to pass any City, Finney County, or State of Kansas health or restaurant inspection. If Tenant fails to run the Restaurant in a commercially reasonable and safe manner so as to fail an inspection two (2) or more times within a twelve (12) month period, City shall have the right to immediately declare this Agreement terminated by furnishing written notice to Tenant.

i. Require management and employees to work in proper attire and with good hygiene. Tenant's employees shall be clean, courteous, efficient and neat in appearance. Tenant shall not employ any person or persons in or about the Leased Premises who shall use improper language or act in a loud or boisterous or otherwise improper manner.

j. Operate the public restaurant under the name, Flight Deck Restaurant, or Milk & Honey at the Flight Deck.

k. Be responsible for all expenses, including, but not limited to, supplies, food preparation and delivery, and personnel, associated with the operation of Tenant's Restaurant.

l. Purchase any additional equipment or appliances required by Tenant in the operation of Tenant's business.

m. Maintain a competitively priced menu in the Restaurant.

n. To conform and comply with Airport Security Program regulations including, but not limited to access control in compliance with 49 CFR 1542, security threat assessment (STA), badging, escort procedures, accountability, challenging and reporting procedures. Regulations include tenants, aircraft owners and those who access the hangar. Tenant will be responsible for security violations.

o. Federal Aviation Administration (FAA) 49 CFR Parts 23 and 26 requires the Garden City Regional Airport to ensure nondiscrimination in award of airport concession contracts. The airport is required annually to report airport concession gross receipts for vending, restaurant, and car rental. The airport requires an annual report of the gross receipts for the restaurant. The annual report must cover the federal calendar year of October – September. The annual report is due to Airport Administration by December 1st of each year to ensure compliance with the Airport Concessions Disadvantage Business Enterprise (ACDBE) Program.

10. **CASUALTY INSURANCE.** City agrees to keep the structure where the Leased Premises is located insured against loss or damage for fire or other casualties. City shall not insure any property owned by Tenant, and Tenant shall not be a loss payee on any insurance policy maintained by City.

11. **INDEMNIFICATION.** Tenant shall keep, protect and save harmless City from any loss, cost, claim, judgment or experience of any sort or nature, and from any liability to any person, on account of any injury, damage or death to any person or property arising out of any use of the Leased Premises by Tenant, its agents, or employees.

12. **INSURANCE.** Tenant agrees to procure and maintain a comprehensive liability insurance policy covering bodily injury and property damage in an amount not less than One Million Dollars ($1,000,000.00) per person and One Million Dollars ($1,000,000.00) per occurrence, with City named as an additional loss

payee/insured. Tenant shall also maintain workers compensation insurance for its employees and agents as required by Kansas law. Tenant acknowledges and agrees that it, its agents, or employees are not employees of City. Tenant shall annually provide proof of required insurance to City.

13. **ALTERATIONS.** Tenant shall not make any material or substantial alterations or additions to the Leased Premises without the prior written consent of City. All fixtures, additions or improvements in or upon the Leased Premises, made by either party, shall become the property of City and shall remain upon, and be surrendered with, the Leased Premises as a part thereof, at the expiration or sooner termination of this Agreement. City shall share in the expense of any remodeling or alteration of the Leased Premises required by the intended use of the Leased Premises by Tenant, subject to approval of any required expenditure of public funds, by the Governing Body of City.

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

15. **UTILITIES.** City shall furnish all utilities used on the Leased Premises, to include gas, electricity, and water, with the exception that Tenant shall be responsible for all charges for cable TV, telephone service or internet service.

16. **DAMAGE BY FIRE OR OTHER CASUALTY.** Tenant shall use every precaution against fire and shall, in case of fire or other casualty for which Tenant is not under an obligation to repair, immediately notify City, who shall, unless the Leased Premises be so damaged that City shall decide not to repair or rebuild, thereupon cause the damage to be promptly repaired. If the Leased Premises are so destroyed or damaged so that City decides not to repair or rebuild, either temporarily or permanently, then the term of this Agreement shall cease as of the date upon which the casualty occurred, with no further obligation of either party hereunder to recognize this Agreement.

17. **CONSTRUCTION PROJECTS.** Tenant acknowledges that from time-to-time construction projects for improvement of GCRA shall be commenced which may interfere with the operation of Tenant's business. City agrees to take all available steps to minimize inconvenience and loss of business to Tenant.

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

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

20. **TENANT HOLDING OVER.** In the event that Tenant shall remain in the Leased Premises after the expiration of the term of this Agreement, such holding over shall not constitute a renewal or extension of this Agreement. City may, at its option, elect to treat Tenant as one who has not been removed at the end of term, and thereupon be entitled to all the remedies against Tenant provided by law in that situation. In the alternative, City may elect, at its option, to construe such holding over as a tenancy from month-to-month, subject to all the terms and conditions of this Agreement, except as to duration thereof, and in that event, Tenant shall pay rent at the rate provided herein as effective during the last month of the Agreement.

21. **SURRENDER AND TERMINATION.** Subject to the holding over period provided in paragraph 20 above, upon expiration of this Agreement for any reason, whether by reason of expiration of the term hereof or

cancellation for default or otherwise, Tenant shall, and hereby covenants and agrees to peacefully surrender and deliver up possession of the Leased Premises to City, including all City owned equipment set forth on Exhibit B, in as good condition or repair as the same were at the inception of this Agreement, reasonable depreciation and damages from the elements excepted, including, but not limited to, the obligation to repair any and all damages caused by Tenant during the term hereof.

22. **ASSIGNMENT OR SUBLEASE.** Tenant shall not assign or sublet the Leased Premises, in whole or in part, without the prior written consent of City.

23. **FEDERAL PROVISIONS.** Tenant and City acknowledge that the provisions required by this section apply to all activities of Tenant at the airport, including those memorialized in prior contracts and leases.

a. NON-DISCRIMINATION

i. TITLE VII SOLICITATION NOTICE. City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

ii. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES. During the performance of this contract, Tenant, for itself, its assignees and successors in interest (hereinafter referred to as the "Company"), agrees to comply with the following non-discrimination statutes and authorities; including, but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

B. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC§ 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

D. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

E. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

F. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

G. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age

Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

H. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

I. The FAA's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to programs (70 Fed. Reg. 74087 (2005); and

L. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination because of sex in education programs or activities (20 USC 1681 et seq).

iii. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS. During the performance of this contract, Tenant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Company"), agrees as follows:

A. Compliance with Regulations: In all its activities within the scope of its airport program, Tenant will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

B. Nondiscrimination: Tenant, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Tenant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by Tenant for work to be performed under a subcontract, including procurements of materials, or

leases of equipment, each potential subcontractor or supplier will be notified by Tenant of Tenant's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

D. Information and Reports: Tenant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by City or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Tenant is in the exclusive possession of another who fails or refuses to furnish the information, Tenant will so certify to City or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of Tenant's noncompliance with the non-discrimination provisions of this Agreement, City will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

A. Withholding payments to Tenant under the contract until Tenant complies; and/or
B. Cancelling, terminating, or suspending a contract, in whole or in part.

F. Incorporation of Provisions: Tenant will include the provisions of paragraphs A through F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Tenant will take action with respect to any subcontract or procurement as City or the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if Tenant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Tenant may request City to enter into any litigation to protect the interests of City. In addition, Tenant may request the United States to enter into the litigation to protect the interests of the United States.

G. Limited English Proficiency. For persons with Limited English Proficiency (LEP), please contact KCAD Airport Communications Center (ACC) at 816-243-4000 for help to obtain interpreters of many different languages.

b. CLAUSES FOR CONSTRUCTION, USE, AND ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM – License, Permits, Concession on Property Improved Under AIP.

i. Tenant for itself, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) that Tenant will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

ii. With respect to leases, in the event of breach of any of the above Non-discrimination covenants, City will have the right to terminate the lease and to enter, re-enter, and

repossess said lands and facilities thereon, and hold the same as if the lease had never been made or issued.

iii. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, City will there upon revert to and vest in and become the absolute property of City and its assigns.

c. REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM.

i. Tenant for itself, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land" that:

A. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a FAA activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Tenant will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. Reserved.

ii. With respect to leases in the event of breach of any of the above Nondiscrimination covenants, City will have the right to terminate the lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the lease had never been made or issued.

iii. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, City will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of City and its assigns.

d. SUBORDINATION. This Agreement shall be subordinate to the provisions of any existing and future agreements between City and the United States of America, the State of Kansas, and City, their boards, agencies, or commissions, relative to the operation or maintenance of the GCRA, the execution of which has been or will be required as a condition to the expenditure of federal, state, or city funds or the issuance of bonds for the development of the GCRA.

24. **ACCESSIBILITY FOR HANDICAPPED.**

a. City shall be responsible for maintaining the GCRA facilities and services in a manner which complies with obligations under 14 CFR, Part 382, Nondiscrimination on the Basis of Handicap in Air Travel, under the Uniform Federal Accessibility Standards (UFAS), or substantially equivalent standards; under 49 CFR, Part 27, Nondiscrimination on the Basis of Handicap in

Programs and Activities Receiving or Benefiting from Federal Financial Assistance; and under 42

U.S.C.S. §§12101, *et seq.,* The Americans with Disability Act of 1990, or a substantially equivalent standard.

b. All the GCRA terminal facilities designed, constructed, or altered shall be accessible to handicapped persons. City shall be responsible for the cost of all alterations or improvements necessary to meet the requirements of the statutes and regulations cited above and other relevant Federal, State, or local laws, statutes and ordinances that relate to handicapped accessibility standards.

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

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

27. **ALCOHOLIC BEVERAGES.** City grants consent to Tenant to sell and allow consumption of alcoholic beverages in the Leased Premises, as may be lawfully allowed by City ordinance or state statute. Tenant shall be responsible for obtaining any licenses required to sell and allow consumption of alcoholic beverages.

28. **EMERGENCY/DISASTER.** Should a local, state of federal emergency or disaster occur or be declared, requiring use of the GCRA by Kansas Department of Emergency Management, or any similar federal agency, Tenant agrees to cooperate with, and follow all directives of, City for the use of the Leased Premises during the period of the emergency or disaster.

29. **JOINT/SEVERAL LIABILITY.** Pinky's Grilled Cheestro LLC shall be severally liable for all obligations and responsibilities of Tenant under this Agreement.

30. **PRIOR AGREEMENTS.** This Agreement shall supersede and replace all previous agreements for lease of the Leased Premises, whether by Tenant, or any other individual or entity.

31. **GENERAL COVENANTS.**

a. All notices required or which may be given hereunder shall be considered as properly given if delivered in writing, personally, or sent by certified mail, postage prepaid, addressed as follows:

(1) If to City:
GCRA Director of Aviation
City of Garden City
2225 South Air Service Road, Suite 112
Garden City, Kansas 67846
Telephone: (620) 276-1160

(2) If to Tenant:
Candice and Jose Rodriguez
P.O. Box 631
Garden City, Kansas 67846
Telephone: (620) 202-1451

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

b. This instrument incorporates all of the obligations, agreements and understandings of the parties hereto and there are no oral agreements or understandings between the parties hereto concerning the property covered by this Lease Agreement.

c. This Agreement may be amended, changed, or modified, only upon the written consent of all the parties.

d. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, and personal representatives and permitted assigns.

e. This Agreement shall be construed in accordance with the laws of the State of Kansas.

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

CITY OF GARDEN CITY, KANSAS

By_____
MANUEL F. ORTIZ, Mayor

ATTEST:

_____
Celyn N. Hurtado, City Clerk

PINKY'S GRILLED CHEESTRO, LLC
d/b/a Milk & Honey at the Flight Deck

By_____
CANDICE RODRIGUEZ

By_____
JOSE RODRIGUEZ

Rachelle Powell

From: Pinky's Grilled Cheestro LLC <yourpinkysgc@gmail.com>
Sent: Tuesday, July 29, 2025 5:37 PM
To: Rachelle Powell
Subject: Fwd: Fw: Letter and lease Revision
Attachments: Screenshot 2025-07-02 103441.png; Screenshot 2025-07-02 103501.png; Screenshot 2025-07-02 103527.png

I wonder if it went to spam.. this was originally sent to you and I on July 2, 2025.

Candice Rodriguez
Managing Partner- Pinky's Grilled Cheestro LLC
620-202-1451

---------- Forwarded message ---------
From: **Jose Rodriguez** <jrodriguez@brogdenauto.com>
Date: Wed, Jul 2, 2025, 11:17 AM
Subject: Fw: Letter and lease Revision
To: Rachelle.powell@gardencityks.us <Rachelle.powell@gardencityks.us>
Cc: Pinky's Grilled Cheestro LLC <yourpinkysgc@gmail.com>

From: Jose Rodriguez
Sent: Wednesday, July 2, 2025 10:42 AM
To: Pinky's Grilled Cheestro LLC <yourpinkysgc@gmail.com>
Subject: Letter and lease Revision

A Letter of Gratitude and Reflection:
Milk & Honey at the Flight Deck

Dear Friends, Patrons, and Members of the GCRA Community,

It is with immense gratitude and heartfelt appreciation that we take this moment to reflect on the journey of Milk & Honey at the Flight Deck. Since opening our doors, we have been privileged to serve not only travelers flying out of the beautiful GCRA but also members of the surrounding community who have embraced us with open arms. Your unwavering support and genuine enthusiasm for what we do have been the cornerstone of our success.

As many of you may know, Milk & Honey has garnered remarkable praise across social media platforms and Google reviews. We have been visited by several Food Bloggers that traveled to dine with us and left rave reviews! We have even been featured in Kansas Living online! Our diverse menu, crafted with care and creativity, alongside our exceptional service, has attracted countless satisfied customers. Some patrons have even flown in on private planes just to dine with us—a testament to the unique experience we strive to offer. These moments are both humbling and inspiring, reminding us of the joy our restaurant brings to those who step through our doors.

Our impact on the local community extends beyond the meals we serve. Milk & Honey has become a gathering place, where neighbors connect, passengers find comfort before their journeys, and a shared love for good food and warm hospitality is celebrated. This vibrant atmosphere wouldn't be possible without the incredible patrons who continue to choose us time and time again.

However, as proud as we are of the heights we've reached, we must also acknowledge the challenges we face. One of the most persistent difficulties has been finding qualified individuals willing to make the drive to GCRA for standard wages. Despite this, our dedicated team—whose commitment, talent, and hard work shine every day—continues to keep Milk & Honey thriving. They are the backbone of our restaurant, and we are endlessly grateful for their passion and perseverance.

As owners, we also carry the weight of sustaining a sustainable income to ensure Milk & Honey remains part of the community for years to come. The truth is, the financial struggles we are encountering make it increasingly difficult to maintain the business and meet the demands of running a restaurant at this level. Yet, we remain hopeful, driven by the belief that Milk & Honey belongs here, serving the people who mean so much to us.

To the beautiful facility of GCRA, thank you for providing us with the opportunity to operate within such a remarkable space. It is an honor to be a part of this environment, bringing joy to passengers and locals alike.

Along with this letter, we are submitting a lease revision for your review and consideration. We deeply appreciate the time and effort the GCRA team invests in evaluating this proposal, and we hope it will provide the necessary support to sustain our operations during these challenging times. Should you have any questions or concerns regarding the lease revision, we kindly ask that you reach out to us directly; we are more than happy to discuss it further.

We extend our deepest thanks to our loyal patrons and our community, whose support fuels our determination to keep going, even amidst adversity. You are the lifeblood of Milk & Honey, and your encouragement inspires us daily.

As we move forward, we invite everyone to continue sharing in this journey. Your visits, kind words, and belief in our mission mean the world to us. Together, we hope to navigate these challenges and ensure that Milk & Honey remains a cherished destination at the Flight Deck. The following is our request for the lease revision.

Current:

3. RENT. Tenant agrees to pay as rent for the Leased Premises the sum of Two Thousand Dollars ($2,000) per month on or before the 10th day of each month, with the first payment due January 10, 2025. Should Tenant fail to pay rent on or before the 10th day of each month, a late fee of 5% of the monthly rent shall be assessed by City and due from Tenant. All payments shall be made payable to the City of Garden City, Kansas - GCRA. Rent will be free from October 1, 2024, through December 31, 2024, conditioned upon upholding this Agreement for a full one-year period ending September 30, 2025. Should Tenant terminate this Agreement before September 30, 2025, Tenant shall owe to City Six Thousand Dollars ($6,000), the sum equal to the free rent given to Tenant from October 1, 2024, through December 31, 2024.

Revision:

3. PAYMENT REQUEST. Tenant respectfully requests to be paid a minimum amount of Two Thousand Five Hundred Dollars ($2,500) per month, beginning January 1, 2025, and continuing on or before the 10th day of each month thereafter. This payment is essential to support necessary operational expenses directly related to the management and operation of the Restaurant. Additionally, the unique location of the Restaurant, situated in GCRA, presents challenges in recruiting and retaining employees willing to commute for standard wages. To remain competitive with other restaurants in the area and attract qualified staff, a higher wage structure is required. Tenant assures that the funds will be allocated responsibly toward maintaining the quality and excellence of services provided at the Leased Premises. Tenant agrees that the Garden City Regional Airport (GCRA) may omit payment for the Leased Premises from October 1, 2025, through December 31, 2025, and that any remaining rent payments during this period will also be omitted. This adjustment is made to accommodate the operational challenges associated with maintaining a business at this location, including elevated costs for employee recruitment, retention, and competitive wage structures required for high-quality service delivery. However, if the Tenant terminates the lease early, the Tenant shall pay a sum of $1,000 per month for each remaining month of the lease term as compensation.

A change that has already been implemented and will continue to be implemented:

Hours of service, throughout our time here and trying different hours we've found this is what works best for our business model.

Monday-Tuesday Closed, Wednesday-Saturday 11am-8pm, Sunday 11am-3pm

With gratitude and warmth,

[Jose & Candice Rodriguez]

(620) 202-1451 or (620) 635-0834

Owners of Milk & Honey at the Flight Deck

GARDEN CITY
KANSAS

MEMORANDUM

TO: Airport Advisory Board
THRU: Matthew C. Allen, City Manager
FROM: Rachelle Powell, Director of Aviation
DATE: August 14, 2025
RE: CIP Committee

ISSUE:
The Airport Advisory Board is asked to recommend a volunteer to serve on the City of Garden City's Capital Improvement Program (CIP) committee.

BACKGROUND:
The City of Garden City's Capital Improvement Program (CIP) forms a committee consisting of advisory board members and community members to review the city's CIP projects. The schedule of meetings is below.

- November 6th - Airport, Street, Solid Waste, and Traffic
- November 13th - Fire, IT, Planning, Police, Citizen's Request
- December 4th- Electric, Water, Wastewater, Drainage
- January 8th - Cemetery, Golf, Zoo
- January 15th - Parks and Rec
- February 5th - CIP Project Review with City Manager

The airport will submit the parking lot project for consideration.

ALTERNATIVES:
1. The Airport Advisory Board recommends a volunteer to serve on the City of Garden City's Capital Improvement Program (CIP) committee.
2. The Airport Advisory Board does not recommend a volunteer to serve on the City of Garden City's Capital Improvement Program (CIP) committee.

RECOMMENDATION:
Staff recommends the Airport Advisory Board recommends a volunteer to serve on the City of Garden City's Capital Improvement Program (CIP) committee.

FISCAL NOTE:
None.

GARDEN CITY
KANSAS

MEMORANDUM

TO: Airport Advisory Board
THRU: Matthew C. Allen, City Manager
FROM: Rachelle Powell, Director of Aviation
DATE: August 12, 2025
RE: Director's Report

ISSUE:
Presentation of the Director's Report.

BACKGROUND:
1. AIP Projects
    a. AIP 46 & 47 - Terminal Project. The project closeout is in progress.
    b. AIP 48 - Aquisition of ARFF Vehicle & Equipment. The ARFF vehicle is being built, and expected delivery is September 2025. The equipment has arrived and is in storage.
    c. AIP 49 - Taxiway (TWY) A Design (apron south to RWY 12-30)
        a. The FAA is processing the Grant Agreement.
    d. AIP 51 - Acquire Snow Removal Equipment (SRE) - the Grant Agreement and Contractor Contract are in process.
2. Charter Flights
    a. October 25 - 29, 2025
3. City Commission
    a. August 5, 2025
        a. Airport Advisory Board Appointment
        b. AIP 51 Snow Removal Equipment Grant Agreement
4. Miscellaneous
    a. Restaurant Update
    b. Security Update
    c. Staff Update
    d. Kansas Association of Airport Conference October 1-3, 2025 in Garden City
    e. HNTB Engineer Shropshire and Director Powell presented the terminal project at the annual Kansas Society of Professional Engineers Conference
    f. Airport Tour

ALTERNATIVES:
None.

RECOMMENDATION:
None.

FISCAL NOTE:
None.

GARDEN CITY
KANSAS

MEMORANDUM

TO: Airport Advisory Board
THRU: Matthew C. Allen, City Manager
FROM: Blair Rodriguez, Administrative Services Supervisor
DATE: August 14, 2025
RE: GCK Monthly Reports - July 2025

ISSUE:
Presentation of the July 2025 Garden City Regional Airport Monthly Reports.

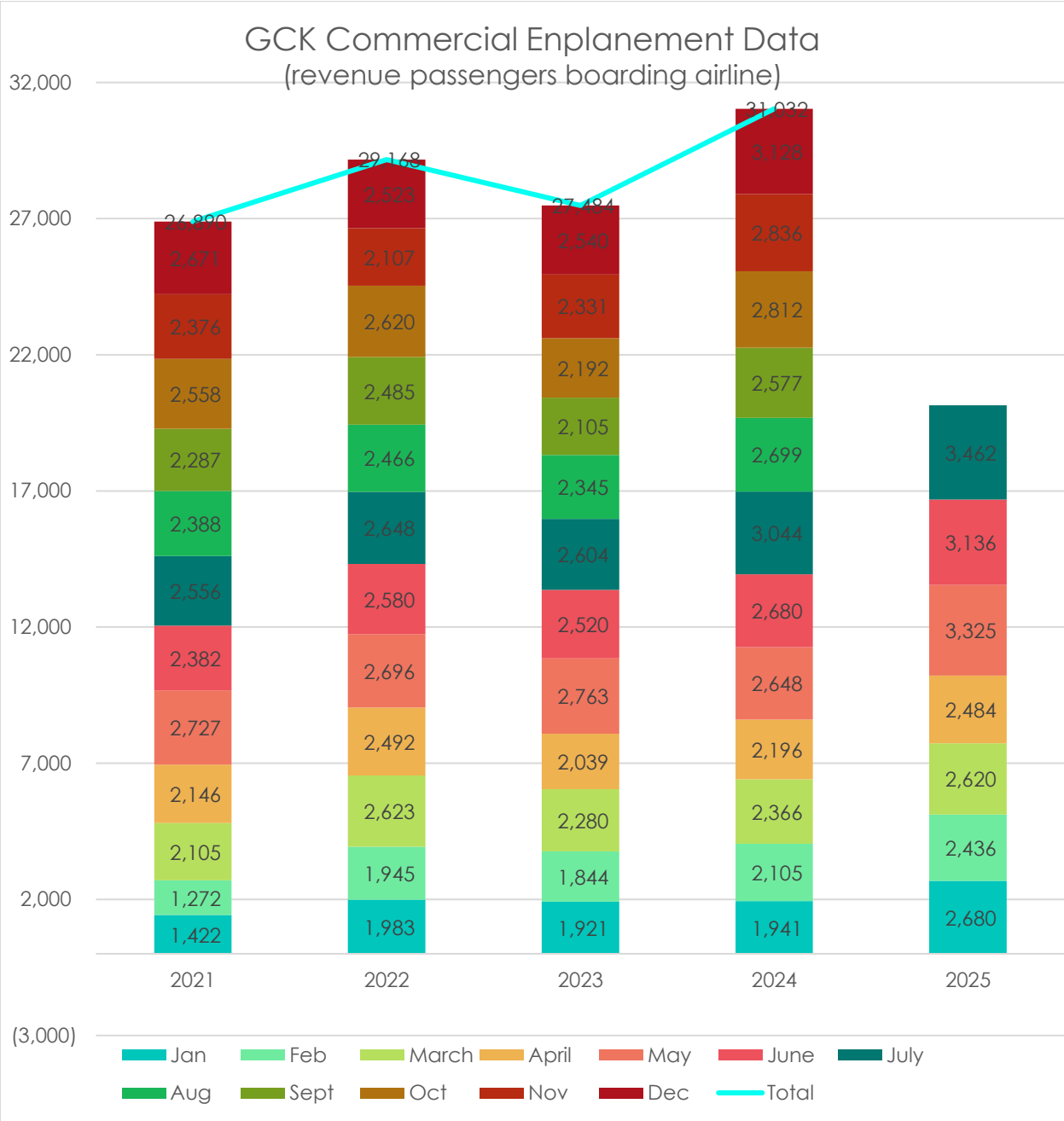
BACKGROUND:
Attached are the Garden City Regional Airport Monthly Reports for July 2025

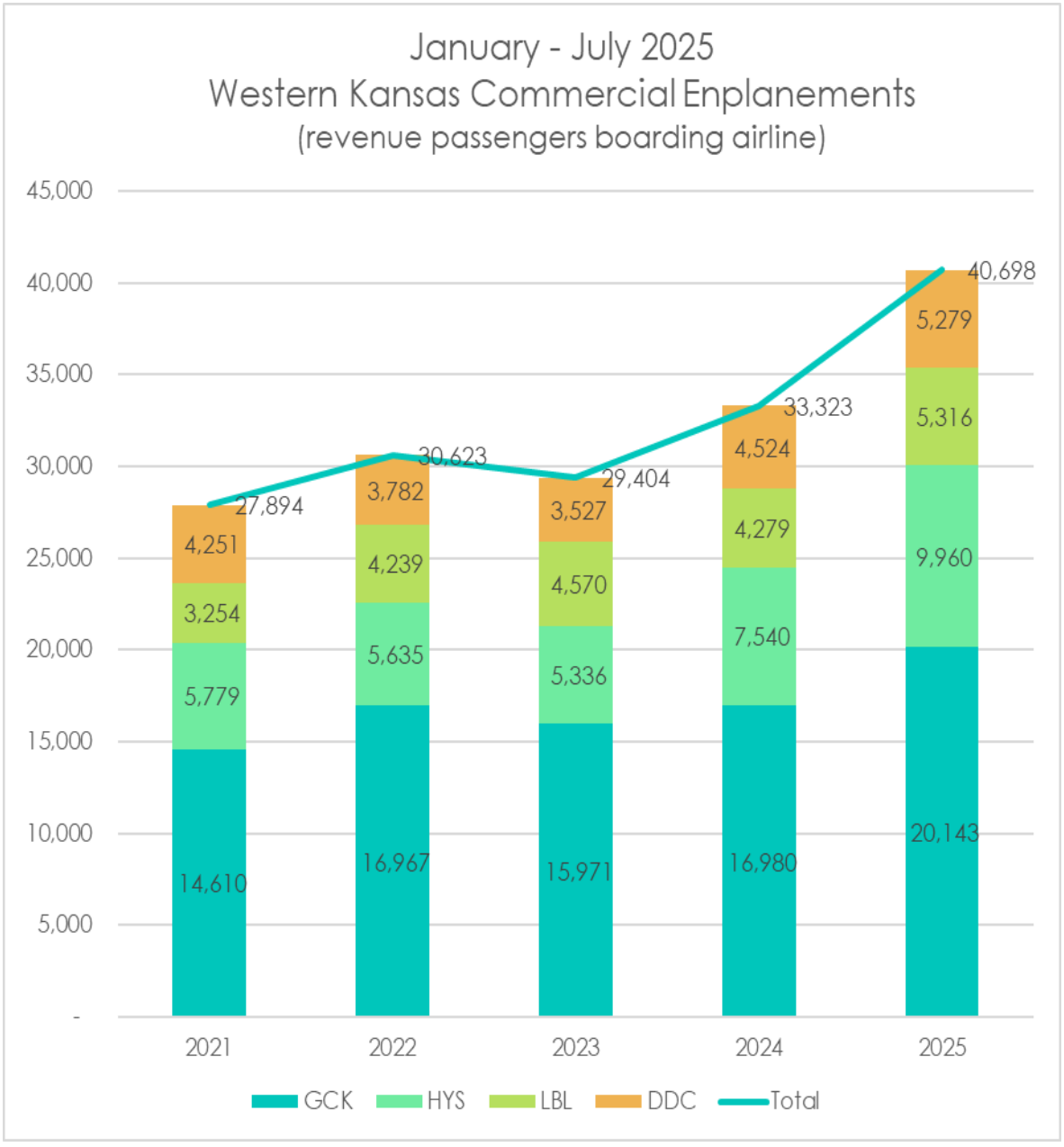
ALTERNATIVES:
None.

RECOMMENDATION:
None.

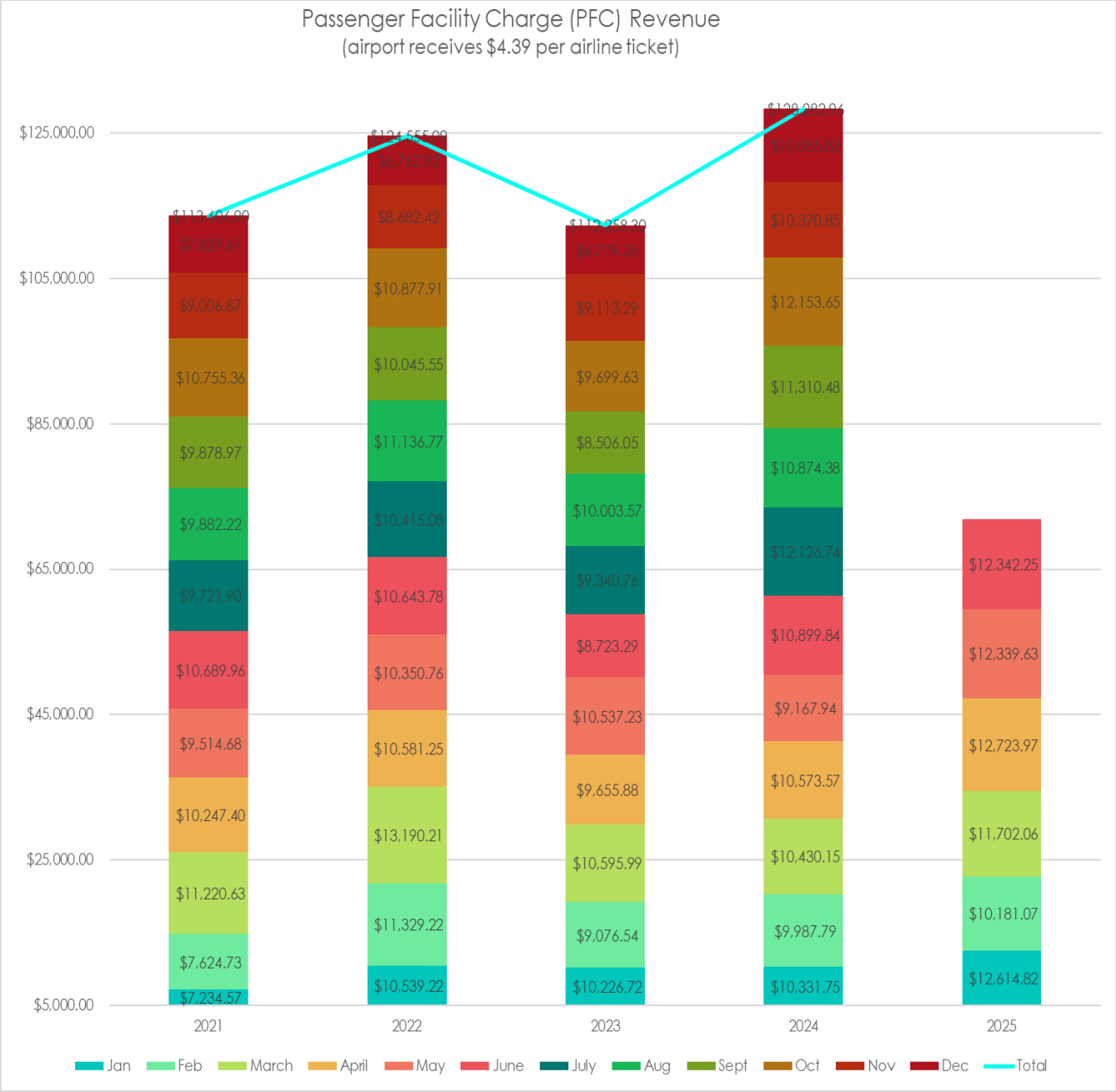
FISCAL NOTE:
None.

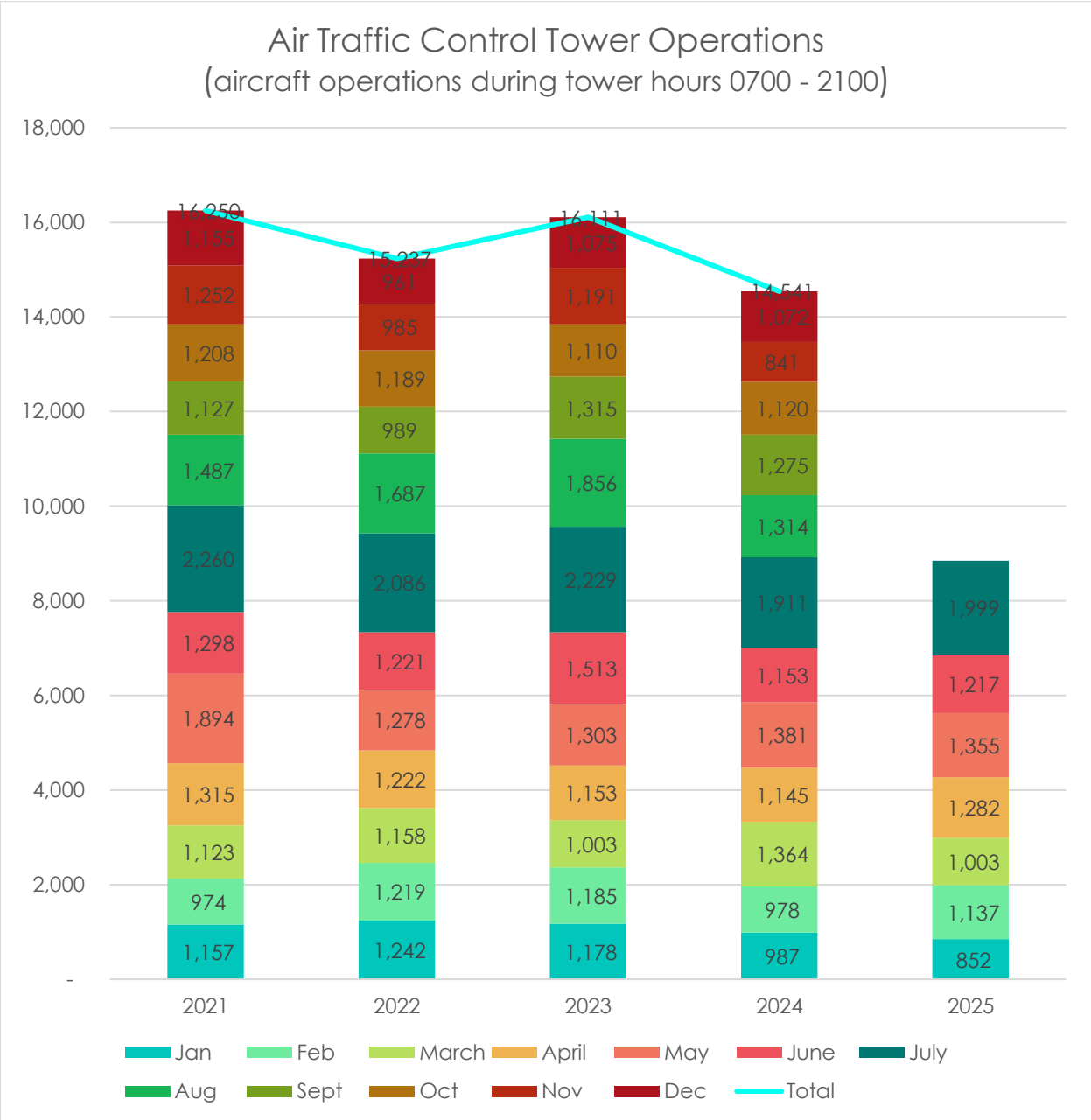
ATTACHMENTS:
July Monthly Reports.pdf


GCK Commercial Enplanement Data
(revenue passengers boarding airline)
32,000
27,000
22,000
17,000
12,000
7,000
2,000
(3,000)
2021
2022
2023
2024
2025
1,422
1,272
2,105
2,146
2,727
2,382
2,556
2,388
2,287
2,558
2,376
2,671
1,983
1,945
2,623
2,492
2,696
2,580
2,648
2,466
2,485
2,620
2,107
2,523
1,921
1,844
2,280
2,039
2,763
2,520
2,604
2,345
2,105
2,192
2,331
2,540
1,941
2,105
2,366
2,196
2,648
2,680
3,044
2,699
2,577
2,812
2,836
3,128
2,680
2,436
2,620
2,484
3,325
3,136
3,462
Jan
Feb
March
April
May
June
July
Aug
Sept
Oct
Nov
Dec
Total

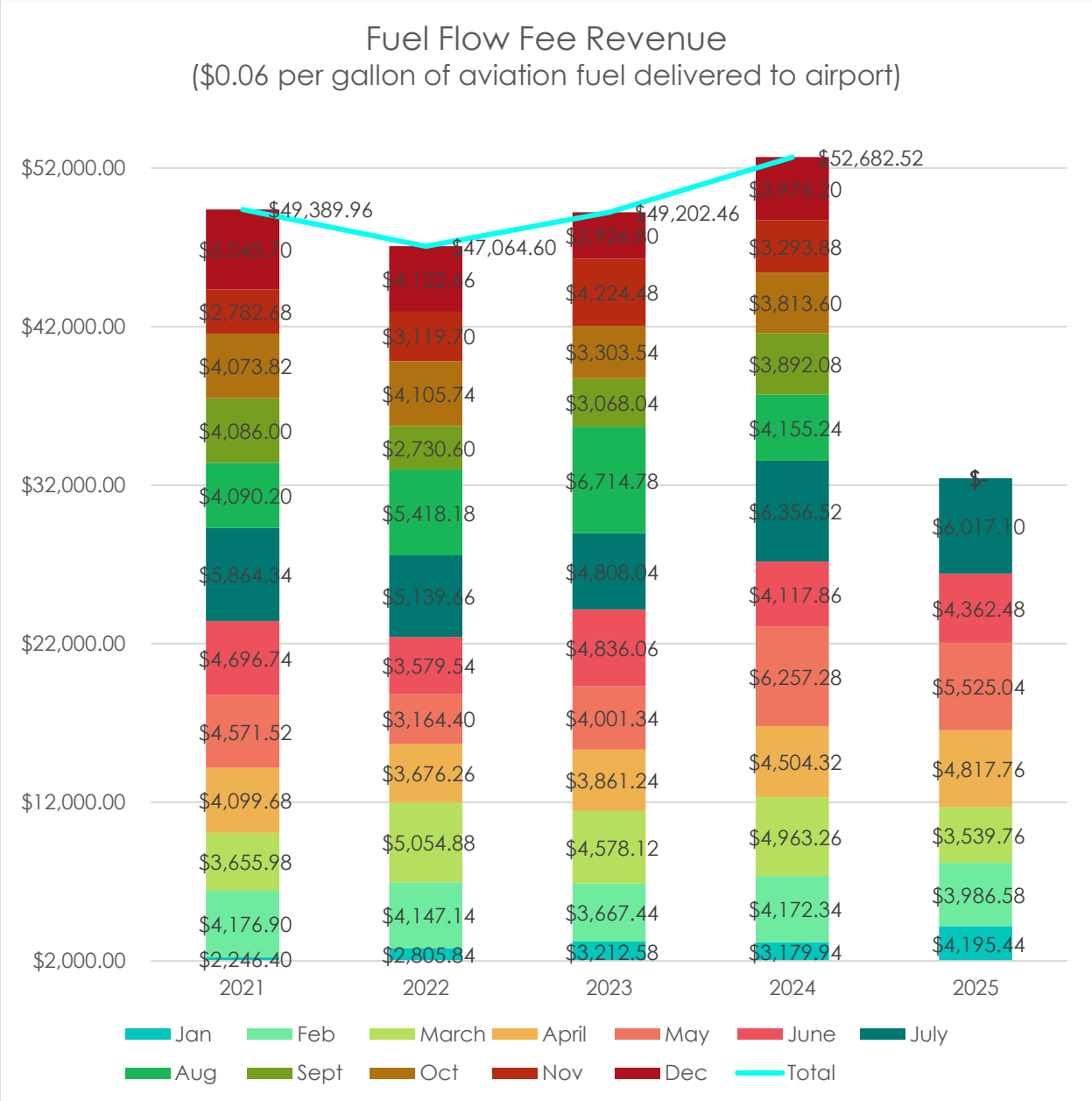

January - July 2025
Western Kansas Commercial Enplanements
(revenue passengers boarding airline)
45,000
40,000
35,000
30,000
25,000
20,000
15,000
10,000
5,000
-
2021
2022
2023
2024
2025
27,894
30,623
29,404
33,323
40,698
4,251
3,254
5,779
14,610
3,782
4,239
5,635
16,967
3,527
4,570
5,336
15,971
4,524
4,279
7,540
16,980
5,279
5,316
9,960
20,143
GCK
HYS
LBL
DDC
Total

GARDEN CITY
REGIONAL AIRPORT
MONTHLY REPORTS




Air Traffic Control Tower Operations
(aircraft operations during tower hours 0700 - 2100)
18,000
16,000
14,000
12,000
10,000
8,000
6,000
4,000
2,000
-
2021
2022
2023
2024
2025
Jan
Feb
March
April
May
June
July
Aug
Sept
Oct
Nov
Dec
Total

GARDEN CITY
REGIONAL AIRPORT
MONTHLY REPORTS



GARDEN CITY
REGIONAL AIRPORT
MONTHLY REPORTS

T-Hangar Waiting List 7/8/25				
Date	**Name**	**Address**	**Phone**	**Hangar**
		T-Hangar Upgrade		
6/6/24	Mike Schmitt		620-874-4214	bifold
		T-Hangar needed		
12/3/21	Garret Speer	Potential plane	620-805-4694	Twin hangar

AIRPORT ADVISORY BOARD ABSENTEE RECORD

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
Jette DeSalvo						NO QUORUM						
Travis Neidig						NO QUORUM						
Tyler Deines	ABSENT		ABSENT		ABSENT	NO QUORUM	ABSENT					
Aaron Anderson	ABSENT	ABSENT		ABSENT		NO QUORUM						
Michael Richmeier		ABSENT	ABSENT			NO QUORUM						
Blair Loving						NO QUORUM						