



**AGENDA
CITY COMMISSION MEETING
TUESDAY, SEPTEMBER 1, 2026
1:00 PM**

CITY ADMINISTRATIVE CENTER 301 N. 8TH STREET GARDEN CITY, KS 67846

1. Note:

- 1.A. Pre-meeting at 11:00 a.m. - 11:45 a.m., located in the Meeting Room at the City Administrative Center, for a presentation on the Water Department and Wastewater Department near and long-term capital infrastructure projects and funding alternatives. Administrative staff will be present and the pre-meeting will be open to the public.
[2026 Water and Wastewater Fund Infrastructure Financing](#)
[2027 Bond Rate Study CIP](#)

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

3. PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION

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

- 4.A. August 18, 2026 Commission Meeting Minutes
[08-18-2026 Minutes](#)

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

6. CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES

- 6.A. The Governing Body is asked to consider a petition from Crystal Martinez-Rojo and Efrain Junior Estrada regarding a late application for the Neighborhood Revitalization Program for 802 West Fair Street.
[NRP Application Letter](#)
- 6.B. The Governing Body is asked to consider and approve a request from the Garden City Fire Department to waive Code Section 62-15, Unlawful Solicitation, to allow for department personnel to collect donations for the Muscular Dystrophy Association "Fill the Boot" Drive on September 19, 2026, from 9:00 a.m. to 3:00 p.m.
[09-19-2026 - MDA Fill the Boot Drive](#)

7. REPORT OF THE CITY MANAGER

- 7.A. Presentation of the August 2026 Monthly Sales Tax Reports from Service and Finance.
[Sales Tax Reports - August 2026](#)
- 7.B. Finney County Economic Development Corporation has received notice that the Opportunity Zone 2.0 application submitted on behalf of Finney County and the City of Garden City has been selected by the State of Kansas for recommended approval to the US Treasury.
[Tract Model - QOZ 501](#)

8. MEETINGS OF NOTE

- 8.A.
- August 29, 2026 - Friends of Lee Richardson Zoo - A Wild Affair event at Lee Richardson Zoo at 6:00 p.m.
 - September 9, 2026 - LHEAT Meeting at St. Catherine Hospital Classroom B at 12:00 p.m.
 - September 12-13, 2026 - 100th Community Mexican Fiesta events at Stevens Park
 - September 15, 2026 - 63rd Annual Grant County Home Products Dinner at the Grant County Civic Center in Ulysses, Kansas at 7:00 p.m.
 - September 16, 2026 - Garden City Area Chamber of Commerce Membership Breakfast at The Refinery at 7:10 a.m.
 - September 19, 2026 - Downtown Vision's Fall Fest on Main Street at 9:00 a.m.
 - September 23, 2026 - Finney County Economic Development Corporation Board of Directors Meeting at the City Administrative Center in the Chambers at 7:30 a.m.
 - September 26, 2026 - Community Cultural Day 2026 at the Finney County Fairgrounds at 11:00 a.m.
 - September 29, 2026 - Town Hall Meeting at the City Administrative Center in the Commissioner Chambers at 7:00 p.m.
 - October 8-10, 2026 - League of Kansas Municipalities Annual Conference in Wichita, Kansas
 - October 10, 2026 - Garden City Area Chamber of Commerce Annual Wine Tasting Event at The Refinery at 7:00 p.m.

9. CONSIDERATION OF APPROPRIATION ORDINANCE

- 9.A. Appropriation Ordinance No. 2618-2026A

10. CONSIDERATION OF ORDINANCES AND RESOLUTIONS

- 10.A. 1:30 p.m. - Public Hearing on the matter of the Governing Body hearing questions, concerns and comments from the public with regard to the levy of a property tax rate exceeding the revenue neutral rate and the approval of the 2027 budget. Following the public hearing the Governing Body is asked to consider and approve a resolution to levy a property tax rate exceeding the revenue neutral rate.

1. Resolution No. ____-2026, a resolution of the City of Garden City, Kansas to levy a property tax rate exceeding the revenue neutral rate.
[Revenue Neutral Rate Resolution - 2027 Budget](#)

10.B. The Governing Body is asked to consider and approve a resolution to designate the future Community Garden Townhomes as a Reinvestment Housing Incentive District (RHID) within the City.

1. Resolution No. _____ - 2026, a resolution of the Governing Body of the City of Garden City, Kansas pursuant to K.S.A. 12-5244(a) of the Kansas Reinvestment Housing Incentive District act making certain findings and determinations regarding the establishment of a Reinvestment Housing Incentive District within the City for Community Garden Townhomes.

[Vicinity Map](#)

[RHID Process](#)

[Resolution Required Findings- Community Garden Townhomes](#)

10.C. The Governing Body is asked to consider and approve a resolution establishing a date and time for a public hearing regarding a change of street name within Hunters Glen Phase Three B.

1. Resolution No. _____ - 2026, a resolution of the Governing Body of the City of Garden City, Kansas determining that the City will consider request of Oikos Development Corporation to change the name of Carpenter Avenue, a public street situation within Hunters Glen - Phase Three B, to Cottrell Avenue; establishing the date and time of a public hearing on such matter; and providing for giving of notice of such public hearing.

[Map](#)

[Request for Street Name Change Letter](#)

[Resolution to set Hearing- Hunters Glen Phase Three B](#)

11. OLD BUSINESS

12. NEW BUSINESS

12.A. The Governing Body is asked to consider and approve the authorization of the 2027 Budget Certificate, which summarizes the maximum levy of property tax for specific funds and the maximum expenditure for all funds of the City's budget.

[2027 State Budget - Certificate](#)

12.B. The Governing Body is asked to provide direction on the selection process for the State Theater Request for Proposal.

12.C. The Governing Body is asked to consider and approve the material bids from Border States in the amount of \$448,468.86 and RESCO in the amount of \$153,284.73, for a combined total of \$601,753.59 for the purchase of materials to complete infrastructure improvements for the STAR Bond Phase 2 (The Refinery Fields) project and Thompson Pointe Apartments material bids.

[Material Bids](#)

12.D. The Governing Body is asked to consider and approve appointing the existing Sales Tax Oversight Committee for the 2017 County Sales Tax Ballot Issue to also serve as the Sales Tax Oversight Committee for the 2025 County Sales Tax Ballot Issue.

- 12.E. The Governing Body is asked to permit the City to submit a grant application to the State Water Infrastructure Grant Fund (SWIG) for FY 2027 funding.
- 12.F. The Governing Body is asked to reject the bid for the 523 N. Main Street Alley Improvement Project.
[Lee Const. Bid - 523 N. Main Street Alley - 08-11-26](#)
- 12.G. The Governing Body is asked to consider and approve a Settlement Agreement between the City of Garden City and Conco LLC formerly known as Conco, Inc., resolving the City's construction defect claims relating to water intrusion at the Garden City Police Department Shooting Range Facility, Project PD1806-01.
[Settlement Agreement](#)

13. CONSENT AGENDA

- 13.A. The Governing Body is asked to consider and approve a Term of Lease Agreement between the City of Garden City, Kansas and KANZA Society, Inc. (210 N. 7th Street).
[Lease Agreement - City of Garden City and KANZA Society \(HPPR\) - 09-01-2026](#)
- 13.B. The Governing Body is asked to consider and approve abatement of nuisance conditions at 911 Pearl Street pursuant to Section 38-63 of the Environmental Code of Ordinances.
[Vehicle Photo - 911 Pearl Street](#)
- 13.C. The Governing Body is asked to consider and approve abatement of nuisance conditions at 511 W Maple Street pursuant to Section 38-63 of the Environmental Code of Ordinances.
[Vehicle Photo - 511 W Maple Street](#)
- 13.D. The Governing Body is asked to consider and approve abatement of nuisance conditions at 312 N 3rd Street pursuant to Section 38-63 of the Environmental Code of Ordinances.
[Vehicle Photo - 312 N 3rd Street](#)
- 13.E. The Governing Body is asked to consider and approve abatement of nuisance conditions at 2315 N 7th Street pursuant to Section 38-139 of the Environmental Code of Ordinances.
[Environmental Photos - 2315 N 7th Street](#)
- 13.F. The Governing Body is asked to consider and approve abatement of nuisance conditions at 212 N 1st Street pursuant to Section 38-139 of the Environmental Code of Ordinances.
[Environmental Photos - 212 N 1st Street](#)
- 13.G. The Governing Body is asked to consider and approve abatement of nuisance conditions at 609 E Chestnut Street pursuant to Section 38-139 of the Environmental Code of Ordinances.
[Environmental Photos - 609 E Chestnut Street](#)
- 13.H. The Governing Body is asked to consider and approve abatement of nuisance conditions at 1008 Anderson Street pursuant to Section 38-139 of the Environmental Code of Ordinances.

[Environmental Photos - 1008 Anderson Street](#)

- 13.I. The Governing Body is asked to consider and approve the contractor licenses for September 1, 2026.

[Contractor License September 1, 2026](#)

14. CITY COMMISSION REPORTS

15. MAYOR NGUYEN

16. COMMISSIONER OYLER

17. COMMISSIONER CANALES-LOZANO

18. COMMISSIONER CESSNA

19. COMMISSIONER LANDGRAF

20. OTHER ENTITIES

- 20.A. Presentation of the August 11, 2026 Zoo Advisory Board minutes

[ZAB Aug '26 meeting minutes](#)

21. ADJOURN

GARDEN CITY
— KANSAS —
MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Fred Jones, Public Works & Utilities Director
DATE:
RE: Review Water and Wastewater Department Projects and Financing

ISSUE:

Pre-meeting at 11:00 a.m. - 11:45 a.m., located in the Meeting Room at the City Administrative Center, for a presentation on the Water Department and Wastewater Department near and long-term capital infrastructure projects and funding alternatives. Administrative staff will be present and the pre-meeting will be open to the public.

BACKGROUND:

The Water Department and Wastewater Department have developed several future capital infrastructure projects to ensure the efficient delivery of utility services for the City. The projects were developed from the Water Master Plan, first developed in 2014 and revised in 2019, as well as capital infrastructure needs identified through the 5-year Water and Wastewater rate review process. Public Works & Utilities Director Jones and Finance Director Kuhlman will present.

ALTERNATIVES:

RECOMMENDATION:

FISCAL NOTE:

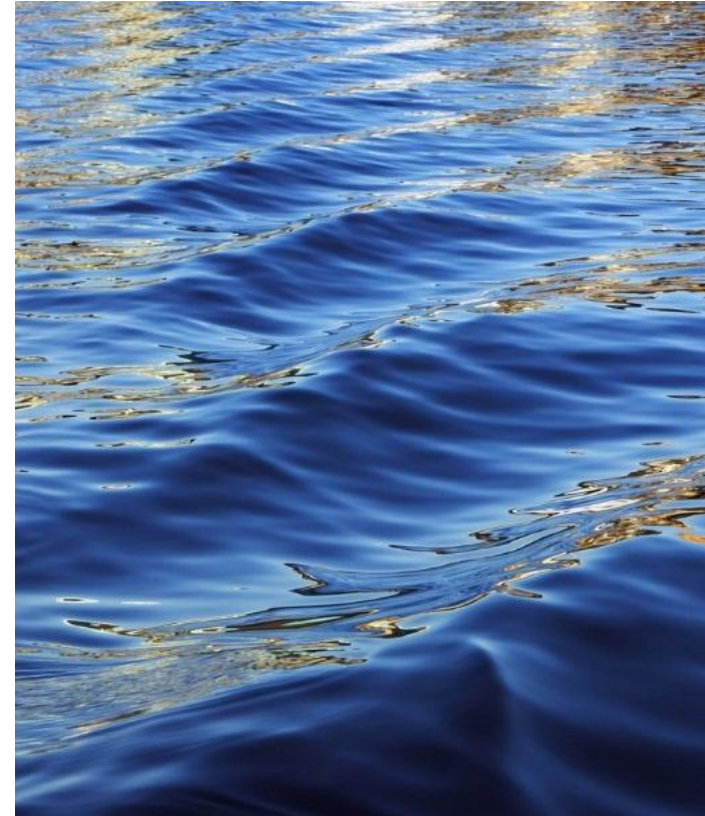
ATTACHMENTS:

[2026 Water and Wastewater Fund Infrastructure Financing](#)
[2027 Bond Rate Study CIP](#)

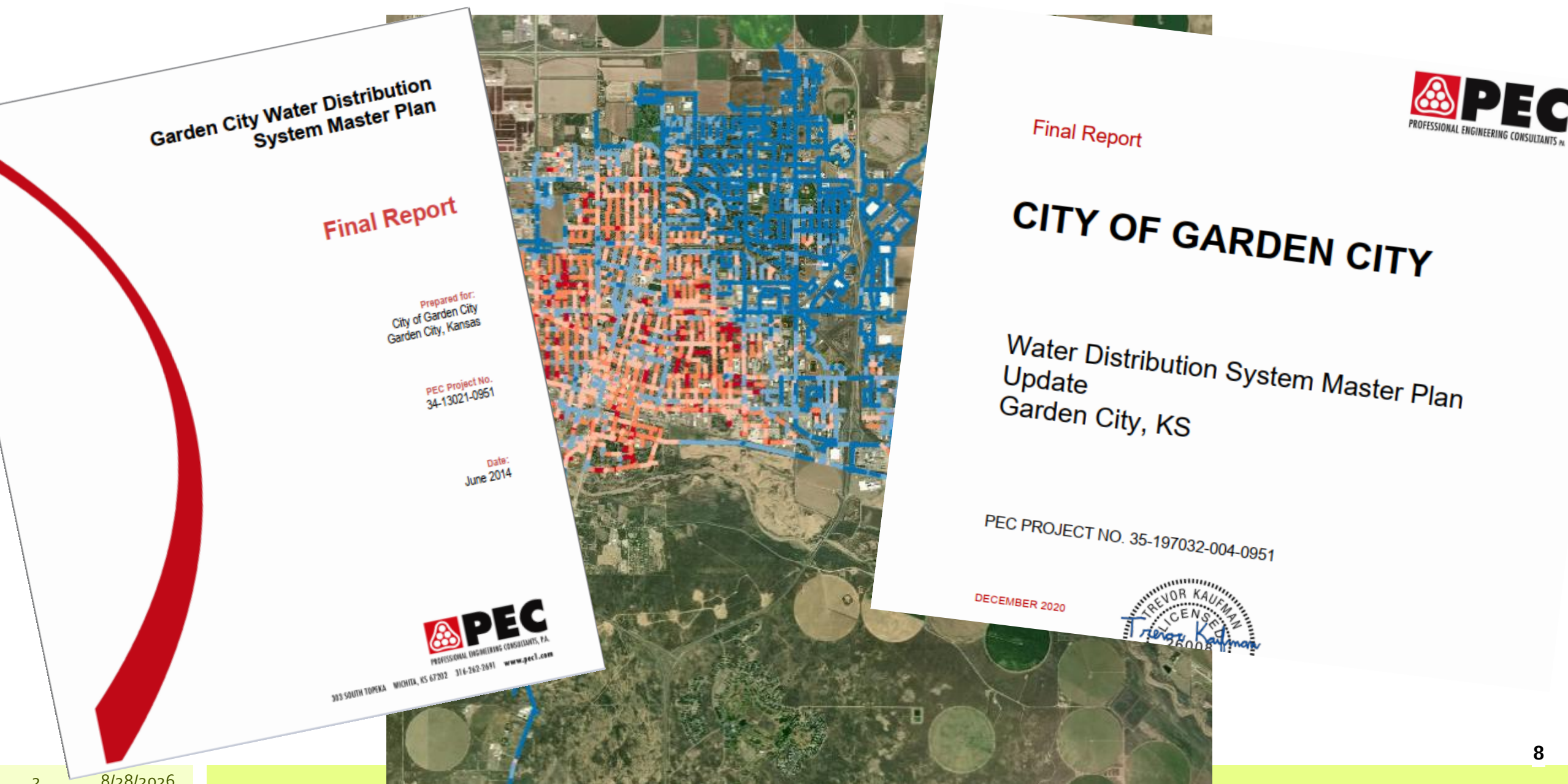


Water and Waste Water Fund Infrastructure Financing

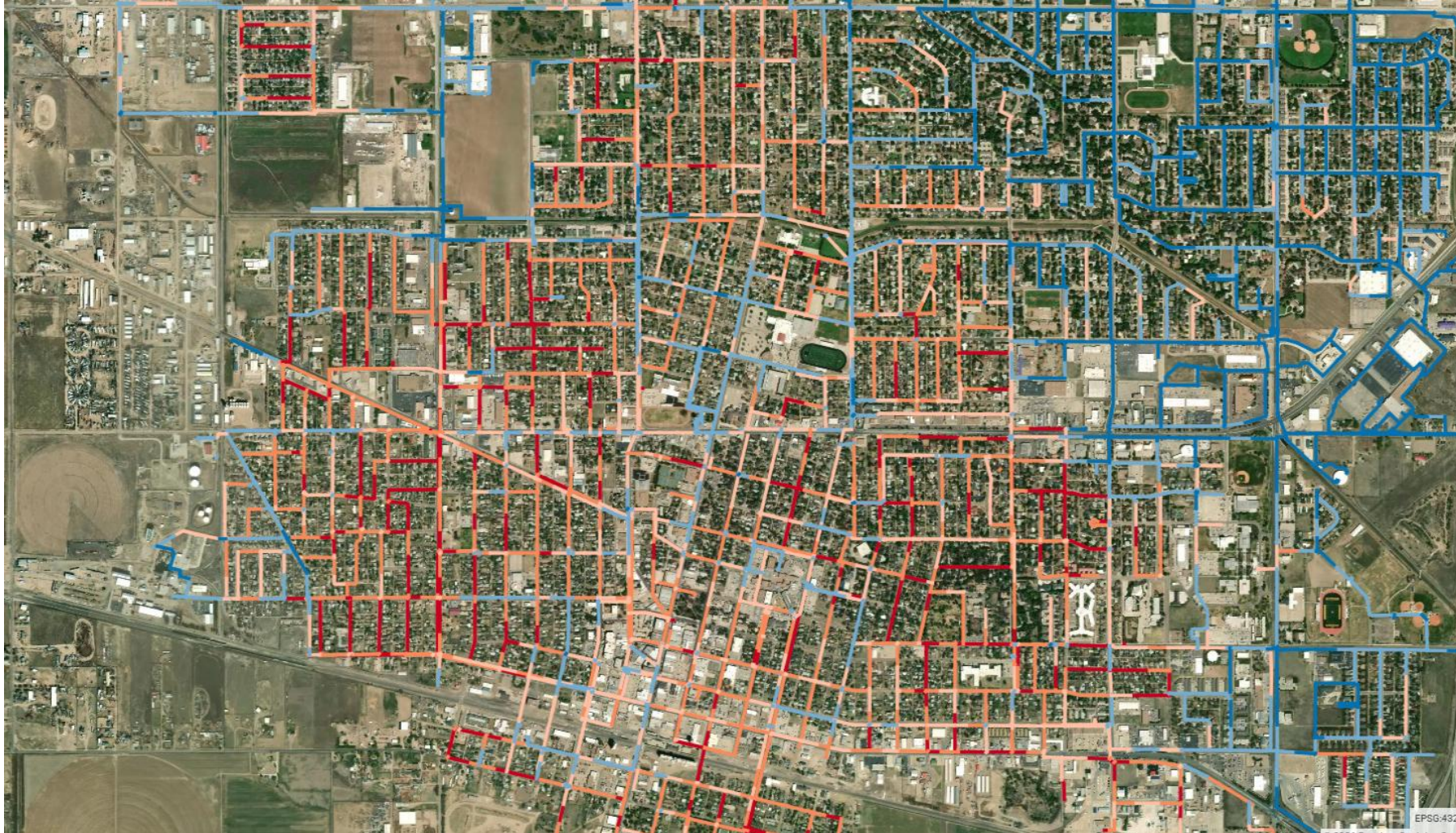
September 1, 2026 – Pre-Meeting



Development of Capital Infrastructure Needs



Water System Condition Assessment - Rezatec

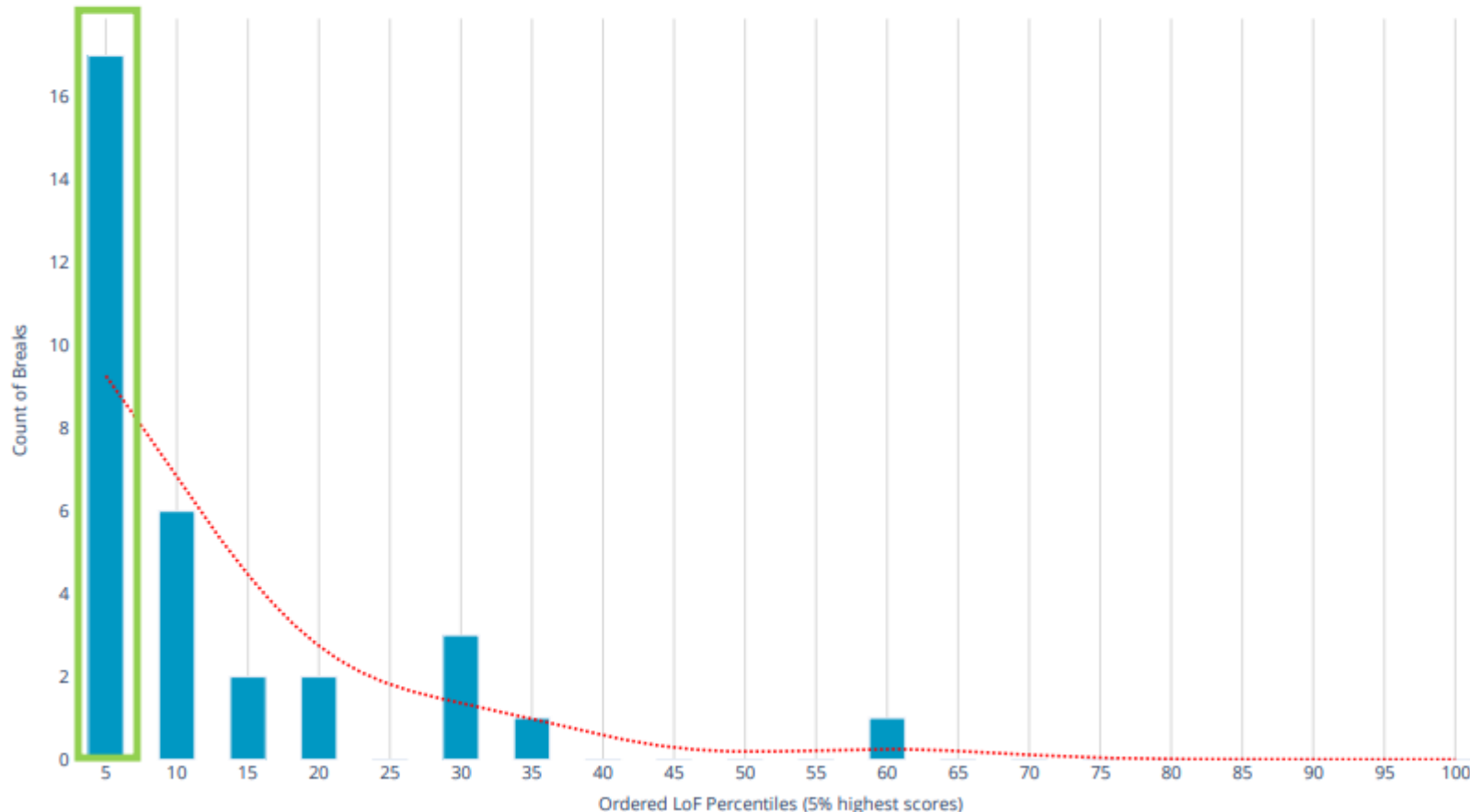


Blue Hues:
PVC or C900 Plastic Water
Main

Red Hues:
Cast iron Material

Last Year Desktop Validation - Results show 94% leaks recorded in the last year occurred within the highest 30% LoF pipes

Recorded Leaks On Parent Pipes Captured By Likelihood of Failure Percentiles



Passive Validation Takeaway

- 32 total breaks in last year
- 182-mile total network
- **Over half fall in just the top 5% highest risk**
- Just one break in the lower 60% of the network.

In terms of Burst Frequency (breaks/mile):

- 30 breaks in the top 30%
 - 94% in 55 miles
 - 55 breaks per 100 miles
- 23 breaks in the top 10%
 - 72% in 18 miles
 - 126 breaks per 100 miles
- 1 break in the bottom 65%
 - 3% in 126 miles
 - >1 breaks per 100 miles
- Average for the network: 18 breaks per 100 miles
- The Partnership for Safe Water, endorsed by AWWA, recommends 15 breaks per 100 miles of pipe per year as an optimal standard.

Challenges and Impacts...

WHAT, WHY, HOW?

Why Do Anything...the Big Picture?	Impact?	What's the Desirable Future State?
1. ~180 miles of mains sees ~18 breaks per year at ~\$15,000 each.	1. Emergency breaks cost up to \$800k over 3 years – taking funds away from other areas.	1. Better prioritize replacement on most at-risk pipe to reduce the emergency break spend.
2. Identified ~\$13mn of mains replacement over next 7-10 yrs.	2. Need to prioritize projects to prevent imminent breaks (where to spend ~\$1.5mn?).	2. Ensure the most at-risk pipe is replaced in order of priority to maximize ROI of CIP.
3. Majority of breaks occur on cast iron which makes up ~50% of the network.	3. Ground shift and corrosive soils are suspected to be the two major culprits – hard to predict.	3. Understand environmental impact to predict failure (e.g. cast iron + soils + ground motion).

Source: Rezatec – 2025
Garden City Data

Data Confidence



WATER DISTRIBUTION PROJECTS

- 2028-31 Replacement of 5.18 Miles of Cast Iron Water Main \$9.27 million
- Targeted to top failure areas.

WASTE WATER COLLECTION PROJECTS

- 2028-31 Shaded Areas Represent Cured in Place Restoration Downtown
- Shaded areas near Ayala Park and Finney County Public Library are slated for alignment correction and replacement.

Project Funding – Bond Outlook

2024- \$11,275,000

- Water Tower
- WWTP UV& Polymer Project
- Chestnut Well Offset

2026 - \$11,275,000

- WWTP Headworks
- Water Reuse Construction

2027 - \$3,975,500

- Water Rights Purchase
- NE Sewer Interceptor Design

2028 - \$16,218,489 or \$5,580,489*

- NE Sewer Interceptor Construction

**Assuming 70/30 Grant Funding*

2029- \$6,317,289

- Sewer and Water Rehab & Replacement Projects

2030- \$2,675,105

- Sewer and Water Rehab & Replacement Projects

2031 - \$2,655,311

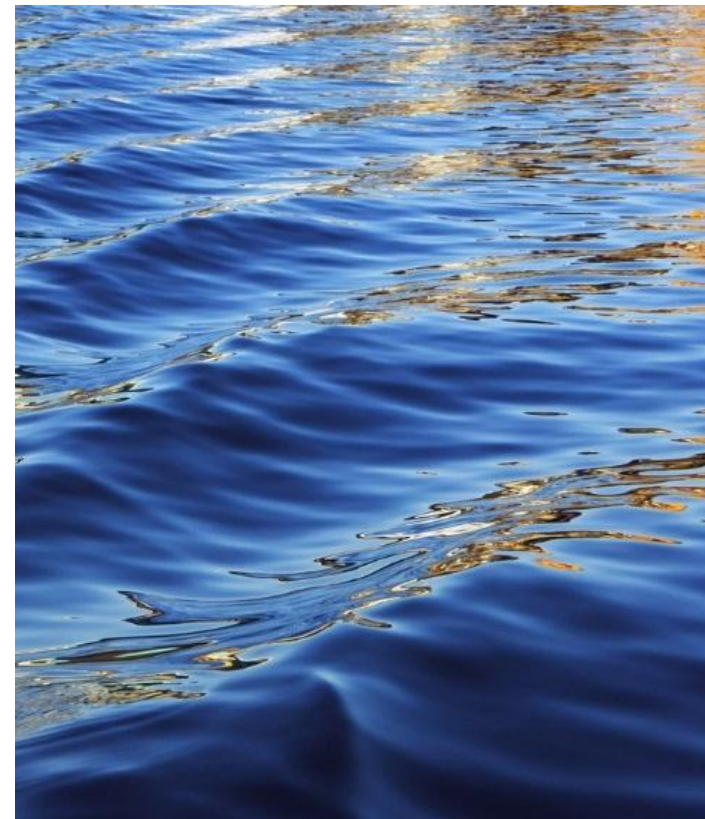
- Sewer and Water Rehab & Replacement Projects

Total Projects \$37.5 - \$43.6 Million

Garden City Telegram, July 13, 1955

LEVELING THE BASE preparatory to setting the pump on the city's new well at Spencer and Fulton streets are Harold Kitch (left) and Loren Miller. The motor is in a crate behind the pump. Walter Baker, water superintendent, said he hopes to have the pump in operation and cut into the mains Thursday. Water enters the well casing through screens from 175 to 320 feet. The pump is set to draw at 120 feet and will produce 1,000 gallons a minute.





YEAR	UTILITY	IMPROVEMENT	PROJECTED COST	FUNDING	Total Issuance	10 Year	15 Year	20 Year
2025	Water	Water Tower	\$5,000,000	2024 Bond				
2025	Sewer	WWTP Polymer & UV Improvements	\$1,822,000	2024 Bond				
2025	Water	Chestnut Well Offset	\$1,216,000	2024 Bond				
2027	Sewer	Headworks Construction	\$6,500,000	2026 Bond	\$11,275,000	\$ 1,413,600.00	\$ 1,044,040.00	\$ 873,198.00
2026	Water	Reuse Project Design & Construction (20% local contribution - \$23,875,000 Reuse Project)	\$4,775,000	2026 Bond				
2025	Water		\$2,800,000	2027 Bond	3975500	481035.5	328641.3333	308101.25
2027	Sewer	NE Interceptor Design	\$1,175,500	2027 Bond				
2028	Sewer	Interceptor Construction	\$15,300,000	2028 Bond	\$16,218,489	\$1,962,437.17	\$ 1,340,728.42	\$ 1,216,386.68
2028	Sewer	Interceptor Construction *If 70% of Interceptor is covered by other funding source	\$4,590,000	2028 Bond	\$5,508,489	\$666,527.17	\$455,368.42	\$413,136.68
2028	Water	Evans Street Waterline	\$450,021	2028 Bond				
2028	Water	Hudson Street Waterline	\$468,468	2028 Bond				
2029	Sewer	Sanitary Sewer Rehabilitation (Phase 1)	\$2,223,000	2029 Bond	6317289	764391.969	\$ 522,229.22	473796.675
2029	Water	Spruce Street Waterline	\$384,599	2029 Bond				
2029	Water	2nd Street & Kansas Avenue Waterline	\$556,127	2029 Bond				
2029	Water	9th Street Waterline	\$724,510	2029 Bond				
2029	Water	10th Street Waterline	\$493,708	2029 Bond				
2029	Water	11th Street Waterline	\$886,243	2029 Bond				
2026	Water	Willow Brook Lane - C to A St, Maple from Main to 13th, 13th from Maple to Santa Fe	\$1,049,104	2029 Bond				
2025	Sewer	Sanitary Sewer Rehab 2 - 3,003 LF of replacement/CIPP	\$476,576	2030 Bond	\$2,675,105	\$323,687.64	\$221,141.97	\$200,632.84
2028	Sewer	Sanitary Sewer Rehab 5 - 2,275 LF of replacement/CIPP	\$361,121	2030 Bond				
2028	Water	13th and Maple Waterline	\$797,297	2030 Bond				
2028	Water	3rd Street Waterline	\$762,762	2030 Bond				
2030	Water	Summit Street Waterline	\$277,349	2030 Bond				
2030	Water	Mulberry, Conklin, Pennsylvania Street Waterline	\$460,603	2031 Bond	2655311	321292.631	219505.7093	199148.325
2030	Water	Willowbrook Lane Waterline	\$251,808	2031 Bond				
2030	Water	9th (Olive) Waterline	\$298,012	2031 Bond				
2030	Water	Hattie (Olive)	\$330,402	2031 Bond				
2027	Sewer	Sanitary Sewer Rehab 4 - 2,700 LF of replacement/CIPP	\$428,601	2031 Bond				
2027	Water	Wallace & Gibson water main replacement	\$885,885	2031 Bond				
2026	Sewer	Sanitary Sewer Rehab 3 - 2,472 LF of replacement/CIPP	\$392,417	W/WW Fund				
2028	Sewer	Sanitary Sewer Rehab 1 - 3,468 LF of replacement/CIPP	\$566,241	W/WW Fund				

\$22,867,896
\$29,245,456

CITY COMMISSION MEETING

City of Garden City
Tuesday, August 18, 2026
1:00 PM

REGULAR MEETING CALLED TO ORDER AND CITY CLERK ANNOUNCING QUORUM PRESENT

All members were present.

PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION

Commissioner Landgraf opened the meeting with the Pledge of Allegiance and Invocation.

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

The August 4, 2026, Commission Meeting minutes were approved as presented.

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

CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES

The Governing Body considered and approved a request to allow the Mayor to proclaim August 10, 2026, as Garden City Wind Championship Celebration Day in the City of Garden City, Kansas.

Moved to Approve by Commissioner Oyler; seconded by Commissioner Cessna.

Ayes: Commissioner Landgraf, Commissioner Cessna, Mayor Nguyen, Commissioner Oyler, Commissioner Canales-Lozano

Nays: None

The Governing Body considered and approved a request to allow the Mayor to proclaim September 2026 as Childhood Cancer Awareness Month in the City of Garden City, Kansas.

Moved to Approve by Commissioner Cessna; seconded by Commissioner Oyler.

Ayes: Commissioner Landgraf, Commissioner Cessna, Mayor Nguyen, Commissioner Oyler, Commissioner Canales-Lozano

Nays: None

The Governing Body considered and approved a request from Angelica Castillo Chappel on behalf of Community Mexican Fiesta Association to allow the Mayor to proclaim the month of September 2026 as Hispanic Heritage Month in the City of Garden City, Kansas.

Moved to Approve by Commissioner Cessna; seconded by Commissioner Canales-Lozano.

Ayes: Commissioner Landgraf, Commissioner Cessna, Mayor Nguyen, Commissioner Oyler, Commissioner Canales-Lozano

Nays: None

The Governing Body considered and approved a request from Downtown Vision to allow, under Code Section 6-1, possession, consumption and sale of cereal malt beverages or alcoholic liquor at Fall Fest to be held on Main Street on September 19, 2026, from 9:00 a.m. to 4:00 p.m.

Moved to Approve by Commissioner Oyler; seconded by Commissioner Cessna.

Ayes: Commissioner Landgraf, Commissioner Cessna, Mayor Nguyen, Commissioner Oyler, Commissioner Canales-Lozano

Nays: None

The Governing Body considered and approved a request from Angelica Castillo Chappel to allow, under Code Section 6-1, possession, consumption and sale of cereal malt beverages or alcoholic liquor at the Community Mexican Fiesta to be held at Stevens Park on September 12-13, 2026. The possession, consumption and sale of alcoholic beverages will be permitted only on September 12, 2026, from 10:00 a.m. to 11:00 p.m.

Moved to Approve by Commissioner Cessna; seconded by Commissioner Oyler.

Ayes: Commissioner Landgraf, Commissioner Cessna, Mayor Nguyen, Commissioner Oyler, Commissioner Canales-Lozano

Nays: None

The Governing Body considered and approved a request from Eric Cenatiempo, on behalf of The Appliance and Furniture Mart, for a waiver to the parking requirements and temporary structure requirements to allow for a tent from September 26 - October 11, 2026, at 1117 Fleming Street to hold a tent/sidewalk sale.

Moved to Approve by Commissioner Cessna; seconded by Commissioner Oyler.
Ayes: Commissioner Landgraf, Commissioner Cessna, Mayor Nguyen, Commissioner Oyler, Commissioner Canales-Lozano
Nays: None

The Governing Body considered and approved the following requests from Garden City High School in conjunction with the 2026 football season:

1. Homecoming Game - Waiver of an aircraft landing within the corporate limits of the City of Garden City, Kansas, pursuant to Code Section 14-71 on September 11, 2026, at the Garden City High School football field.
2. Home Football Games - Post-Touchdown Artillery - Waiver to the Code of Ordinance Section 62-12 to allow a single artillery to be shot after any touchdown scored by GCHS on the following dates:
 1. September 11, 2026
 2. September 18, 2026
 3. September 25, 2026
 4. October 9, 2026
 5. October 30, 2026
 6. Any home KSHSAA playoff games (Dates to be determined)

Moved to Approve by Commissioner Cessna; seconded by Commissioner Oyler.
Ayes: Commissioner Landgraf, Commissioner Cessna, Mayor Nguyen, Commissioner Oyler, Commissioner Canales-Lozano
Nays: None

REPORT OF THE CITY MANAGER

Staff presented an update on the City's 2026 Better Utilizing Investments to Leverage Development (BUILD) grant request. The City did not receive funding for its application.

Fire Chief Irsik and Police Chief Prewitt presented the 2026 Fireworks Report.

Presentation of the monthly City-wide performance management report for July 2026.

Presentation of the July 2026 Fire Department Activity Report.

Presentation of the July 2026 report from the Garden City Regional Airport.

Presentation of July 2026 Monthly Financial report from Service and Finance.

Presentation of the July 2026 Code Enforcement Report from Neighborhood & Development Services.

MEETINGS OF NOTE

August 19, 2026 - Garden City Area Chamber of Commerce - Membership Breakfast at the Refinery Conference Center & Field House at 7:10 a.m.

August 19, 2026 - Kansas Data Trust Meeting at the Tedrow Student Center, GCCC at 9:30 a.m.

August 25, 2026 - Live Well Finney County Health Coalition Board of Directors Meeting at St. Catherine Hospital, Classroom B at 12:00 p.m.

August 26, 2026 - Finney County Economic Development Corporation Board of Directors meeting at the City Administrative Center - Chambers at 7:30 a.m.

August 26, 2026 - Kansas Water Office - 2026 Local Consult Meeting at The Refinery Event Conference Center & Field House at 9:00 a.m.

August 26, 2026 - Special Olympics Lemonade Stand Battle at Golden Plains Credit Union at 6:00 p.m.

August 29, 2026 - Friends of Lee Richardson Zoo - A Wild Affair event at Lee Richardson Zoo at 6:00 p.m.

September 9, 2026 - LHEAT Meeting at St. Catherine Hospital Classroom B at 12:00 p.m.

September 12-13, 2026 - 100th Community Mexican Fiesta events at Stevens Park

September 19, 2026 - Downtown Vision's Fall Fest on Main Street at 9:00 a.m.

CONSIDERATION OF APPROPRIATION ORDINANCE

Appropriation Ordinance No. 2617-2026A, “an appropriation ordinance making certain appropriations for certain claims in the of amount of \$5,233,796.99”, was read and considered section by section.

Moved to Approve by Commissioner Landgraf; seconded by Mayor Nguyen.

Ayes: Commissioner Landgraf, Commissioner Cessna, Mayor Nguyen, Commissioner Oyler, Commissioner Canales-Lozano

Nays: None

CONSIDERATION OF ORDINANCES AND RESOLUTIONS

OLD BUSINESS

NEW BUSINESS

The Governing Body considered and approved a Reimbursement Agreement between the City of Garden City and Finney County for temporary relocation expenses associated with the move to 1210 Fleming Street for the Garden City Police Department and Finney County Sheriff's Office during the remodel of the existing Law Enforcement Center.

Moved to Approve by Commissioner Cessna; seconded by Commissioner Oyler.

Ayes: Commissioner Landgraf, Commissioner Cessna, Mayor Nguyen, Commissioner Oyler, Commissioner Canales-Lozano

Nays: None

The Governing Body considered and approved a Memorandum of Understanding between the City of Garden City and Kripa Developers, LLC, for the development of property located at 3210 E. Kansas Ave.

Moved to Approve by Commissioner Cessna; seconded by Commissioner Oyler.

Ayes: Commissioner Landgraf, Commissioner Cessna, Mayor Nguyen, Commissioner Oyler, Commissioner Canales-Lozano

Nays: None

The Governing Body considered and approved the 2028 KDOT - City Connecting Link Improvement Program preliminary engineering design services agreement with Wilson & Company.

Moved to Approve by Commissioner Oyler; seconded by Commissioner Cessna.

Ayes: Commissioner Landgraf, Commissioner Cessna, Mayor Nguyen, Commissioner Oyler, Commissioner Canales-Lozano

Nays: None

The Governing Body considered and approved the Grant Agreement for Airport Improvement Project (AIP) 3-20-0024-052-2026 Taxiway A construction in the amount of \$3,451,661.

Moved to Approve by Commissioner Cessna; seconded by Commissioner Canales-Lozano.

Ayes: Commissioner Landgraf, Commissioner Cessna, Mayor Nguyen, Commissioner Oyler, Commissioner Canales-Lozano

Nays: None

The Governing Body considered and approved the Grant Agreement for Airport Improvement Project (AIP) 3-20-0024-053-2026 Taxiway A construction in the amount of \$1,104,267.

Moved to Approve by Commissioner Cessna; seconded by Commissioner Oyler.

Ayes: Commissioner Landgraf, Commissioner Cessna, Mayor Nguyen, Commissioner Oyler, Commissioner Canales-Lozano

Nays: None

CONSENT AGENDA

Commissioner Landgraf moved to approve the following items on the Consent Agenda. Seconded by Mayor Nguyen.

Ayes: Commissioner Landgraf, Commissioner Cessna, Mayor Nguyen, Commissioner Oyler, Commissioner Canales-Lozano

Nays: None

The Governing Body considered and approved the Contract Proposal between the City of Garden City and Smoky Hill, Inc., for the construction of Taxiway A and the airport parking lot in the amount of \$5,985,310.80.

The Governing Body considered and approved the contractor licenses for August 18, 2026.

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

Tam “Tom” Nguyen, Mayor

ATTEST:

Celyn N. Hurtado, City Clerk

CITY COMMISSION REPORTS

Commissioner Landgraf congratulated the Garden City Wind on their championship win and stated he looks forward to many more championship celebrations in the future. Commissioner Landgraf stated he had a great time participating in National Night Out and enjoyed the opportunity to visit with community members alongside local first responders. Commissioner Landgraf thanked everyone who hosted an event and the Police and Fire Departments for their participation.

Mayor Nguyen stated it had been a busy and exciting couple of weeks in the community. Mayor Nguyen enjoyed attending the Garden City Arts Banner Auction and stated a piece was purchased to be displayed in the large meeting room. Mayor Nguyen stated he enjoyed attending the LiveWell Prevention Night event at Garden Rapids at the Big Pool and seeing community members connect with resources for families and substance abuse prevention. Mayor Nguyen attended the Garden City Wind championship game and stated it was exciting to see the community come together through sports. Mayor Nguyen commented on the installation of the new water tower and stated it represented the continued growth of Garden City. Mayor Nguyen also recognized the new mural at the Recreation Department and the collaboration involved in the project. Mayor Nguyen thanked LiveWell Finney County for their collaboration in securing the Pathways grant. Mayor Nguyen stated he met with The Church of Jesus Christ of Latter-day Saints to discuss JustServe and opportunities to increase volunteerism and community service throughout Garden City.

Commissioner Oyler thanked City crews for their work during the recent storm, particularly those who worked overnight and responded to the traffic signal affected by a lightning strike. Commissioner Oyler recognized the Electric Department for working in difficult weather conditions to keep the community safe. Commissioner Oyler congratulated Preston Martin and looked forward to attending his reception. Commissioner Oyler congratulated the City on receiving the Pathways grant through Blue Cross and Blue Shield. Commissioner Oyler stated she enjoyed participating in National Night Out and appreciated the opportunity to visit residents and spend time with Police, Fire, and other City employees.

Commissioner Canales-Lozano recognized the Talley Trail improvement project and the partnership that will provide improved trails and walking areas for the community. Commissioner Canales-Lozano congratulated the Garden City Wind on their championship and commented on the strong community support he observed while attending games during the season. Commissioner Canales-Lozano also recognized the team’s unofficial band and thanked everyone involved for coming together to support the community.

Commissioner Cessna congratulated the Garden City Wind on their successful season. Commissioner Cessna commented that Garden City offers many activities for residents and visitors. Commissioner Cessna recognized the Blue Cross and Blue Shield grant for improvements to Talley Trail and stated the City has worked throughout the summer to enhance and connect walking paths throughout the community. Commissioner Cessna reminded the Commissioners that registration remains open for the League of Kansas Municipalities Annual Conference scheduled for early October in Wichita and encouraged those interested to attend and visit with representatives from other communities.

GARDEN CITY
— KANSAS —
MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Daunte Thompson, Planner
DATE: September 1, 2025
RE: Neighborhood Revitalization Program (NRP) Application - 802 W. Fair Street.

ISSUE:

The Governing Body is asked to consider a petition from Crystal Martinez-Rojo and Efrain Junior Estrada regarding a late application for the Neighborhood Revitalization Program for 802 West Fair Street.

BACKGROUND:

According to the criteria for determination of eligibility for the Neighborhood Revitalization Program (NRP), the applicant must complete an application for the tax rebate within one hundred eighty (180) days of issuance of a building permit. A building permit for a single family home at 802 West Fair Street was issued on March 6, 2025. The estimated project cost on the permit was \$180,000 and met the minimum investment of \$5,000 to qualify for the program. The project received a certificate of occupancy on August 12, 2025.

Over the last ten years, there have been nine late requests for the NRP brought before the Governing Body.

- 2324 N 11th Street: Residential home improvement
 - Turned the application in 66 days after the deadline in 2017
 - Governing Body denied the request
- 2304 E Mary Street: Commercial remodel
 - Turned in the application 3 days after the deadline in 2020
 - Governing Body approved the request
- 212 North 13th Street: Residential home improvement
 - Turned in the application 66 days after the deadline in 2022
 - Governing Body approved the request
- 601 E Kansas Avenue: Commercial project
 - Turned in the application 736 days after the deadline in 2022
 - Governing Body denied the request
- 2033 Labrador Boulevard: Commercial project
 - Turned in the application 652 days after the deadline in 2023
 - The Governing Body denied the request
- 2045 Labrador Boulevard: Commercial project
 - Turned in the application 251 days after the deadline in 2023
 - The Governing Body denied the request
- 1413 W. Thompson Street: Commercial Project
 - Turned in the application 695 days after the deadline in 2023

- The Governing Body denied the request
- 1408 Buffalo Jones Avenue: Residential multi-family project
 - Turned in the application 392 days after the deadline in 2024
 - The Governing Body denied the request
- 1706 C Street: New Single-Family Home
 - Turned in the application 194 days after the deadline in 2024
 - The Governing Body denied the request

This application request was submitted 344 days after the deadline.

ALTERNATIVES:

1. The Governing Body may approve the proposed request to submit a late application for the Neighborhood Revitalization Program.
2. The Governing Body may not approve the proposed request to submit a late application for the Neighborhood Revitalization Program.

RECOMMENDATION:

Staff is unable to make a recommendation as this request exceeds the guidelines of the Neighborhood Revitalization Program.

FISCAL NOTE:

If Alternative #1 is chosen, 95% of the increase in annual property tax will be rebated back to the property owners for the next ten years. No fiscal note is associated with Alternative #2.

ATTACHMENTS:

[NRP Application Letter](#)

APPLICATION FEE OF \$25.00 DUE ON SUBMITTAL

City of Garden City

GARDEN CITY NEIGHBORHOOD REVITALIZATION PROGRAM

ORDINANCE # 2192 DATE: June 11, 2002

PLEASE PRINT OR TYPE

OWNER'S NAME

Crystal Martinez - Rgo
Efrain Junior Estrada

OWNER'S MAILING ADDRESS

802 W Fair st

PHONE NUMBERS

HOME

620 805 9199

WORK

PROPERTY ADDRESS

802 W Fair st

PROPERTY IDENTIFICATION INFORMATION

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

SCHOOL DIST. NO.

457

LEGAL DESCRIPTION

Use additional sheets if necessary

Meeker Subdivision - 269
Block 3
Lot 6

PARCEL IDENTIFICATION NUMBER (CAMA)

273-07-0-20-09-001-00-0

PROPERTY USE

PLEASE CHECK TWO AREAS

☒ Residential☐ Non-Residential☐ Rental☐ Owner- Occupied

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)

new build, vacant land

IMPROVEMENT (cost estimates) \$

INSPECTIONS OFFICE USE ONLY

List of Building to be demolished

BUILDING PERMIT INFORMATION

Permit Charge \$

Demolition Permit #

Permit#

closed by contractor
802 W Fair st

PROJECTED CONSTRUCTION SCHEDULE

START DATE

FINISH DATE

Carmel Martinez

8.12.26

PROPERTY OWNER / APPLICANTS SIGNATURE

DATE

Efrain Estrada

FOR PROGRAM ADMINISTRATORS USE ONLY

[] Application Part A: submitted [] \$25.00 Application Fee Paid [] Copy of Current Tax Receipt and Deed [] Building Permit

The above property owner [] **IS** [] **IS NOT** In conformance with the requirements of the City Garden City NEIGHBORHOOD REVITALIZATION Plan.

Reason applicant **IS NOT** in conformance:

By _____ Date _____

(City Program Administrators)

FOR COUNTY TREASURER'S OFFICE ONLY

As of _____ 20____ Taxes on the above Property address and Parcel:

[] ARE NOT CURRENT

[] ARE CURRENT - TAX RECEIPT AND DEED ARE ATTACHED

By _____ Date _____

(Finney County Treasurer's Office)

FOR COUNTY APPRAISERS DEPARTMENT USE ONLY

As of _____ 20____ the Assessed Valuation on the Property address known as:

Property Parcel (CAMA) # _____

Present Building Value \$ _____

Present Land Value \$ _____

Improvement Value \$ _____

Assessed Value Total \$ _____

Based upon the above listed improvements and associated cost supplied by the applicant the improvement [] **MAY** or [] **MAY NOT** meet the test for a tax rebate.

BY _____ Date _____

(County Agent)

PROPERTY OWNER USE ONLY

STATUS OF CONSTRUCTION PROJECT

[] Construction project as of January 1st **IS NOT** complete

[x] Construction project as of January 1st **IS** completed

By *Angela Martinez* Date 8.12.26

(Property Owners Signature)

COUNTY APPRAISER'S OFFICE USE ONLY

THE ABOVE PROPERTY IMPROVED ASSESSED VALUE IS: \$ _____

	PRIOR TO IMPROVEMENT	AFTER IMPROVEMENT	AMOUNT SUBJECT TO REBATE
Land	\$ _____	\$ _____	\$ _____
Improvements	\$ _____	\$ _____	\$ _____
Total	\$ _____	\$ _____	\$ _____

By _____ Date _____

(County Appraiser Office)

Date: August 12, 2026

To: Office of the City Manager & Planning and Community Development Department

City of Garden City

301 N. 8th Street / P.O. Box 998

Garden City, KS 67846

Email: planning@gardencityks.us

From: Crystal Martinez Rojo & Efrain Estrada

802 W Fair St

Garden City, KS 67846

Parcel ID: 273-07-0-20-09-001-00-0

Phone: 620-805-9199

Email: crystalmtz7343@gmail.com

SUBJECT: FORMAL APPEAL & PETITION FOR ADMINISTRATIVE WAIVER

Late Application for Neighborhood Revitalization Program (NRP) Tax Rebate Due to Contractor Error

Dear City Manager and Program Administrator,

I am writing to formally request an administrative exception and hardship waiver to submit a late Part 1 Application for the Neighborhood Revitalization Program (NRP) for my newly constructed single-family home located at 802 W Fair St, Garden City, KS 67846.

The primary objective of the Neighborhood Revitalization Program is to encourage high-quality residential investment and revitalization within designated city sectors. While my property fully aligns with the program's geographic, investment, and single-family zoning (R-1) criteria, I was prevented from submitting the NRP application within the standard 180-day post-building permit window through no fault of my own, but as a direct result of contractor error, non-disclosure, and unresponsiveness.

Background & Grounds for Appeal:

1. **Property Qualifications:** The new construction at 802 W Fair St represents a substantial investment in Garden City's infill housing stock. All local zoning requirements, building codes, and municipal utility connections have been satisfied.
2. **Contractor Omission & Non-Disclosure:** The hired home builder managed the municipal permitting and building process. The builder pulled and closed out the building permit without providing me with the permit documentation, permit number, or critical timeline notices required to complete municipal tax rebate filings.
3. **Failure of Communication:** As the property owner, I intended to participate in the NRP from the outset. I made multiple attempts to contact the builder to obtain the closed building permit records necessary to fill out line item #14 of the NRP Part 1 form. The builder remained entirely unresponsive, effectively withholding the documentation needed to meet the 180-day deadline.
4. **Good Faith Intent:** I independently discovered that the property qualified for the revitalization tax rebate. However, by the time I was able to locate municipal records independently, the standard administrative filing window tied to the permit issuance date had elapsed.

Requested Action:

Rigid enforcement of the 180-day filing rule in this instance penalizes the property owner for a third-party contractor's administrative failure rather than fulfilling the economic intent of the revitalization ordinance.

Therefore, I respectfully petition the City Manager and the Planning and Community Development Department to grant a one-time administrative waiver or place this petition on the agenda for City Commission review to accept my late NRP Part 1 Application.

I am prepared to submit the completed Part 1 form, the \$25 application fee, a copy of the deed, and all supporting documentation immediately upon your approval. Thank you for your time, consideration, and continued service to the Garden City community.

Sincerely,

Crystal Martinez Rojo & Efrain Estrada

Property Owners, 802 W Fair St

Crystal Martinez
Efrain Estrada

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Jon Irsik, Fire Chief
DATE: August 19, 2026
RE: Muscular Dystrophy Fill The Boot Drive

ISSUE:

The Governing Body is asked to consider and approve a request from the Garden City Fire Department to waive Code Section 62-15, Unlawful Solicitation, to allow for department personnel to collect donations for the Muscular Dystrophy Association "Fill the Boot" Drive on September 19, 2026, from 9:00 a.m. to 3:00 p.m.

BACKGROUND:

The Garden City Fire Department would like to participate in the fundraising efforts for the Muscular Dystrophy Association with the "Fill the Boot" drive. This has historically been a very successful community event dating back to the 1970's and one of the many ways the department involves itself in the community. This year's event will be held Saturday, September 19, 2026, from 9:00 a.m. to 3:00 p.m.

Firefighters will accept donations at the following locations: Kansas Avenue & Fleming Street, Wal-Mart Superstore, Schulman Crossing shopping center, and Fall Fest in downtown Garden City.

Waiver of Code Section 62-15, Unlawful Solicitation, is also required as Garden City Fire Department employees will be soliciting donations in the City road right-of-way and entering public streets. Code Section 62-15 prohibits solicitations which results in individuals entering a public street that results in interference with the orderly flow of traffic. The waiver of Code 62-15 is what is being requested of the City Commission at this meeting.

ALTERNATIVES:

1. The Governing Body may approve Code Section 62-15, Unlawful Solicitation, for Garden City Fire Department personnel at the intersection of Kansas Avenue and Fleming Street, Fall Fest in downtown Garden City, Wal-Mart Superstore, and Schulman Crossing shopping center.
2. The Governing Body may deny the request for waiver.

RECOMMENDATION:

Staff recommends the Governing Body approve the waiver of Code Section 62-15, Unlawful Solicitation, for Garden City Fire Department personnel at the intersection of Kansas Avenue and Fleming Street, Fall Fest in downtown Garden City, Wal-Mart Superstore, and Schulman Crossing shopping center.

FISCAL NOTE:

None.

ATTACHMENTS:

09-19-2026 - MDA Fill the Boot Drive



SPECIAL EVENT REQUEST

301 N 8TH ST, PO BOX 998
GARDEN CITY, KS 67846
620-276-1278

- ☒ Other
- ☐ Block Party
- ☐ Run/Walk
- ☐ Sign Request
- ☐ Parade**
- ☐ Itinerant Merchant*
- ☐ Sports Event*
- ☐ Haunted House*
- ☐ Carnival/Circus*

*Permit/License Required

**Parade Application Required

August 19, 2026

Application Date

MDA "Fill The Boot" Drive

Saturday, September 19, 2026

Name of Event	Date of Event
Intersection of Kansas Ave/Fleming St, Fall Fest in downtown GC, Wal-Mart Superstore, and Schulman Crossing shopping center	9:00 a.m. - 3:00 p.m.

Location of Event	Start and End Time of Event (including set up & tear down)
Collecting donations for Muscular Dystrophy Assoc.	

Purpose of the Event		
Sean McEntee, Battalion Chief	GCFD sean.mcentee@gardencityks.us	620-276-1140

Event Coordinator (please print)	Address/Email	Phone Number
n/a		

Additional Contact Names, Email Addresses & Phone Numbers
n/a

License Applicant Contact Name, Email Address & Phone Number
--

Stevens Park Keys and Appointment	n/a	Street Closure and/or Barricades	n/a	Extra Trash Receptacles	n/a
GCPD Assistance	n/a	Electricity Access	n/a	Noise Waiver***	n/a
Run/Walk Route and Map Attached	n/a	n/a			
Additional Request and/or Remarks	Waiver of Code section 62-15, Unlawful Solicitation is also required as GCFD employees will be soliciting donations in the City right-of-way & entering a public street.				
Parade Application Attached		License, Sign Request, KDOT Permit			

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

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

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

Request on file	August 19, 2026
Applicant signature	Date

For office use only	KDOT Permit
GC Police Department	Downtown Vision
GC Fire Department	Electric Department
Neighborhood & Development	Lee Richardson Zoo
Public Works Department	Parks & Grounds Department
City Manager/Commission	Application Received



TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Jared Kuhlmann, Finance Director
DATE: September 1, 2026
RE: Service and Finance Monthly Sales Tax Reports

ISSUE:

Presentation of August 2026 Monthly Sales Tax Reports from Service and Finance

BACKGROUND:

ALTERNATIVES:

RECOMMENDATION:

FISCAL NOTE:

ATTACHMENTS:

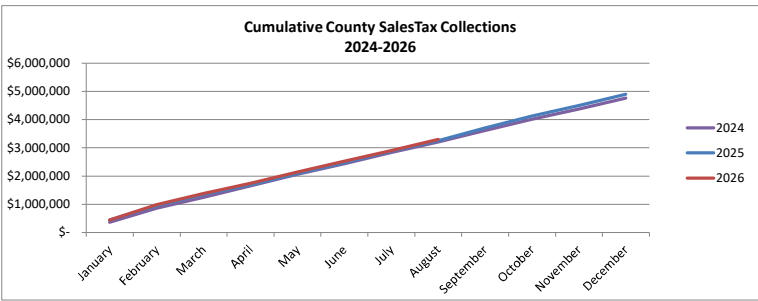
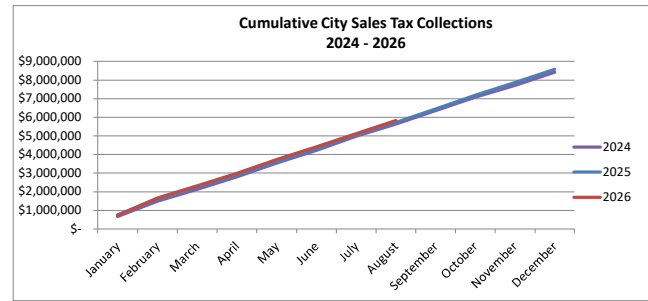
[Sales Tax Reports - August 2026](#)

ANALYSIS OF CITY SALES TAX RECEIPTS

MONTH RECEIVED	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
JANUARY	\$ 351,627	\$ 409,255	\$ 529,129	\$ 415,161	\$ 432,278	\$ 483,869	\$ 508,705	\$ 480,712	\$ 521,960	\$ 543,148	\$ 543,924	\$ 564,062	\$ 565,980	\$ 601,819	\$ 596,509	\$ 640,065	\$ 665,684	\$ 669,090	\$ 752,470	\$ 737,679
FEBRUARY	\$ 444,506	\$ 465,707	\$ 415,062	\$ 416,555	\$ 509,745	\$ 497,844	\$ 514,511	\$ 575,307	\$ 638,635	\$ 629,836	\$ 638,147	\$ 655,745	\$ 650,141	\$ 646,641	\$ 654,966	\$ 788,126	\$ 735,542	\$ 831,503	\$ 850,369	\$ 921,046
MARCH	\$ 338,956	\$ 418,336	\$ 461,822	\$ 432,675	\$ 426,585	\$ 438,777	\$ 468,745	\$ 469,435	\$ 470,493	\$ 502,661	\$ 474,000	\$ 510,366	\$ 555,657	\$ 499,030	\$ 627,649	\$ 631,570	\$ 661,368	\$ 632,400	\$ 648,044	\$ 660,853
APRIL	\$ 358,967	\$ 361,119	\$ 388,668	\$ 328,743	\$ 328,309	\$ 409,253	\$ 411,491	\$ 468,167	\$ 493,539	\$ 514,449	\$ 504,284	\$ 501,872	\$ 457,775	\$ 533,006	\$ 559,450	\$ 626,920	\$ 592,420	\$ 665,768	\$ 630,594	\$ 670,287
MAY	\$ 382,562	\$ 426,812	\$ 362,989	\$ 430,701	\$ 442,882	\$ 502,577	\$ 481,623	\$ 528,216	\$ 556,737	\$ 569,117	\$ 584,814	\$ 579,847	\$ 607,072	\$ 560,306	\$ 637,511	\$ 727,163	\$ 765,370	\$ 749,722	\$ 718,438	\$ 736,055
JUNE	\$ 363,536	\$ 398,458	\$ 413,934	\$ 423,173	\$ 471,595	\$ 457,884	\$ 469,940	\$ 526,978	\$ 523,569	\$ 524,973	\$ 488,288	\$ 529,078	\$ 551,413	\$ 526,197	\$ 615,152	\$ 749,400	\$ 690,456	\$ 688,183	\$ 702,502	\$ 691,942
JULY	\$ 394,947	\$ 456,516	\$ 469,538	\$ 402,144	\$ 431,189	\$ 453,965	\$ 554,262	\$ 540,941	\$ 540,334	\$ 551,396	\$ 527,818	\$ 571,285	\$ 591,262	\$ 560,739	\$ 645,485	\$ 652,941	\$ 679,201	\$ 749,038	\$ 749,181	\$ 699,872
AUGUST	\$ 372,473	\$ 456,809	\$ 373,995	\$ 433,641	\$ 420,914	\$ 490,394	\$ 504,212	\$ 526,281	\$ 546,571	\$ 535,506	\$ 575,191	\$ 552,932	\$ 580,309	\$ 609,252	\$ 594,021	\$ 701,907	\$ 711,936	\$ 661,357	\$ 665,873	\$ 703,945
SEPTEMBER	\$ 388,244	\$ 463,398	\$ 421,706	\$ 415,115	\$ 433,117	\$ 424,160	\$ 529,341	\$ 509,837	\$ 548,219	\$ 534,225	\$ 537,191	\$ 552,981	\$ 611,822	\$ 574,299	\$ 647,049	\$ 646,904	\$ 641,621	\$ 716,800	\$ 734,493	\$ -
OCTOBER	\$ 408,881	\$ 446,179	\$ 411,421	\$ 425,392	\$ 450,833	\$ 468,586	\$ 501,467	\$ 516,778	\$ 517,874	\$ 563,222	\$ 528,383	\$ 559,878	\$ 574,684	\$ 577,225	\$ 603,159	\$ 577,619	\$ 699,621	\$ 717,509	\$ 733,797	\$ -
NOVEMBER	\$ 352,723	\$ 435,767	\$ 402,883	\$ 390,433	\$ 412,877	\$ 474,976	\$ 422,213	\$ 496,772	\$ 528,692	\$ 541,283	\$ 547,752	\$ 518,223	\$ 567,513	\$ 521,586	\$ 530,010	\$ 682,330	\$ 661,283	\$ 639,679	\$ 683,353	\$ -
DECEMBER	\$ 396,872	\$ 432,701	\$ 461,792	\$ 412,973	\$ 481,207	\$ 424,131	\$ 501,046	\$ 519,605	\$ 539,387	\$ 522,361	\$ 501,313	\$ 529,852	\$ 536,285	\$ 563,392	\$ 705,360	\$ 684,862	\$ 649,121	\$ 696,264	\$ 701,228	\$ -
TOTAL RECEIPTS	\$ 4,554,294	\$ 5,171,057	\$ 5,112,939	\$ 4,926,706	\$ 5,241,531	\$ 5,526,416	\$ 5,867,556	\$ 6,159,029	\$ 6,426,010	\$ 6,532,177	\$ 6,451,105	\$ 6,626,121	\$ 6,849,913	\$ 6,773,491	\$ 7,416,321	\$ 8,109,805	\$ 8,153,624	\$ 8,417,315	\$ 8,570,343	\$ 5,821,678
PERCENTAGE CHANGE	#REF!	13.54%	-1.12%	-3.64%	6.39%	5.44%	6.17%	4.97%	4.33%	1.65%	-1.24%	2.71%	3.38%	-1.12%	9.49%	9.35%	0.54%	3.23%	1.82%	-32.07%

ANALYSIS OF COUNTY-WIDE SALES TAX RECEIPTS

MONTH RECEIVED	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
JANUARY	\$ 96,504	\$ 112,365	\$ 136,559	\$ 194,148	\$ 172,402	\$ 201,675	\$ 215,987	\$ 207,262	\$ 300,664	\$ 307,037	\$ 317,152	\$ 327,188	\$ 321,485	\$ 367,380	\$ 334,224	\$ 382,914	\$ 396,394	\$ 354,297	\$ 442,574	\$ 437,548
FEBRUARY	\$ 117,464	\$ 120,392	\$ 112,708	\$ 168,090	\$ 206,332	\$ 201,136	\$ 213,048	\$ 244,277	\$ 362,832	\$ 358,531	\$ 364,135	\$ 376,672	\$ 373,022	\$ 360,916	\$ 373,850	\$ 459,070	\$ 358,637	\$ 500,830	\$ 502,506	\$ 542,818
MARCH	\$ 91,096	\$ 111,384	\$ 127,434	\$ 176,275	\$ 176,089	\$ 187,616	\$ 198,757	\$ 200,357	\$ 290,207	\$ 301,101	\$ 282,153	\$ 298,258	\$ 337,311	\$ 327,594	\$ 359,218	\$ 372,085	\$ 398,920	\$ 387,324	\$ 397,733	\$ 402,595
APRIL	\$ 97,920	\$ 97,076	\$ 105,529	\$ 136,058	\$ 140,393	\$ 176,191	\$ 179,735	\$ 202,588	\$ 302,975	\$ 303,689	\$ 302,845	\$ 291,365	\$ 355,975	\$ 302,658	\$ 313,114	\$ 371,237	\$ 331,446	\$ 417,047	\$ 342,754	\$ 356,554
MAY	\$ 103,484	\$ 113,955	\$ 102,518	\$ 173,875	\$ 182,165	\$ 217,621	\$ 215,823	\$ 225,522	\$ 329,154	\$ 324,679	\$ 343,200	\$ 333,071	\$ 352,774	\$ 319,616	\$ 349,824	\$ 452,363	\$ 462,759	\$ 400,462	\$ 398,498	\$ 405,625
JUNE	\$ 98,793	\$ 107,235	\$ 110,225	\$ 174,577	\$ 192,468	\$ 197,406	\$ 205,745	\$ 227,284	\$ 313,770	\$ 298,761	\$ 301,306	\$ 306,362	\$ 332,182	\$ 348,707	\$ 322,313	\$ 405,973	\$ 369,590	\$ 374,385	\$ 388,134	\$ 383,474
JULY	\$ 109,492	\$ 130,863	\$ 126,193	\$ 163,203	\$ 175,188	\$ 199,698	\$ 238,623	\$ 232,796	\$ 313,034	\$ 330,600	\$ 314,986	\$ 335,180	\$ 332,067	\$ 323,487	\$ 342,546	\$ 367,080	\$ 368,825	\$ 395,378	\$ 411,591	\$ 372,079
AUGUST	\$ 99,317	\$ 123,221	\$ 103,580	\$ 180,595	\$ 178,778	\$ 209,006	\$ 213,331	\$ 223,986	\$ 317,123	\$ 303,152	\$ 337,844	\$ 344,467	\$ 338,976	\$ 366,555	\$ 322,660	\$ 408,789	\$ 378,761	\$ 382,123	\$ 366,878	\$ 397,429
SEPTEMBER	\$ 106,941	\$ 133,521	\$ 111,381	\$ 174,612	\$ 178,054	\$ 180,008	\$ 232,303	\$ 304,118	\$ 318,362	\$ 326,369	\$ 334,573	\$ 317,832	\$ 364,224	\$ 343,757	\$ 337,376	\$ 252,369	\$ 345,634	\$ 400,320	\$ 458,675	\$ -
OCTOBER	\$ 112,166	\$ 117,796	\$ 108,343	\$ 174,202	\$ 189,062	\$ 203,819	\$ 218,503	\$ 313,005	\$ 301,429	\$ 330,331	\$ 323,573	\$ 331,607	\$ 336,116	\$ 355,188	\$ 366,176	\$ 327,539	\$ 373,194	\$ 403,647	\$ 414,647	\$ -
NOVEMBER	\$ 107,500	\$ 117,428	\$ 111,973	\$ 153,378	\$ 174,342	\$ 208,611	\$ 184,384	\$ 304,259	\$ 308,291	\$ 321,505	\$ 331,203	\$ 303,002	\$ 292,047	\$ 321,857	\$ 327,221	\$ 398,510	\$ 361,868	\$ 360,045	\$ 380,218	\$ -
DECEMBER	\$ 109,693	\$ 114,846	\$ 160,409	\$ 161,622	\$ 196,711	\$ 182,159	\$ 236,524	\$ 312,690	\$ 312,260	\$ 310,550	\$ 299,058	\$ 311,284	\$ 287,121	\$ 299,985	\$ 377,925	\$ 393,418	\$ 352,334	\$ 383,207	\$ 397,362	\$ -
TOTAL RECEIPTS	\$ 1,250,370	\$ 1,400,082	\$ 1,416,852	\$ 2,030,635	\$ 2,161,984	\$ 2,364,946	\$ 2,552,763	\$ 2,998,144	\$ 3,770,101	\$ 3,816,305	\$ 3,852,028	\$ 3,876,288	\$ 4,023,300	\$ 4,037,701	\$ 4,126,447	\$ 4,591,345	\$ 4,498,363	\$ 4,759,063	\$ 4,901,568	\$ 3,298,122
PERCENTAGE CHANGE	#REF!	11.97%	1.20%	43.32%	6.47%	9.39%	7.94%	17.45%	25.75%	1.23%	0.94%	0.63%	3.79%	0.36%	2.20%	11.27%	-2.03%	5.80%	2.99%	-32.71%



CITY OF GARDEN CITY, KANSAS								
.30 SALES TAX RECEIPTS								
MONTH RECEIVED		2020	2021	2022	2023	2024	2025	2026
JANUARY	CI	\$ 116,089	\$ 114,388	\$ 133,927	\$ 140,015	\$ 145,980	\$ 156,745	156,633
	CO	\$ 110,570	\$ 108,950	\$ 127,295	\$ 129,717	\$ 142,672	\$ 138,953	137,882
FEBRUARY	CI	\$ 123,227	\$ 130,539	\$ 362,806	\$ 164,801	\$ 176,158	\$ 180,867	198,237
	CO	\$ 117,135	\$ 124,027	\$ 341,655	\$ 165,290	\$ 156,054	\$ 159,011	174,505
MARCH	CI	\$ 112,967	\$ 123,519	\$ 125,534	\$ 139,125	\$ 137,937	\$ 143,957	142,620
	CO	\$ 107,383	\$ 117,358	\$ 118,216	\$ 129,518	\$ 122,195	\$ 126,561	125,547
APRIL	CI	\$ 100,888	\$ 109,373	\$ 131,563	\$ 129,542	\$ 146,064	\$ 136,058	141,403
	CO	\$ 96,695	\$ 104,711	\$ 123,893	\$ 125,033	\$ 129,395	\$ 123,791	129,546
MAY	CI	\$ 106,391	\$ 133,855	\$ 155,074	\$ 163,281	\$ 159,559	\$ 161,588	166,907
	CO	\$ 101,131	\$ 133,154	\$ 146,034	\$ 152,007	\$ 146,413	\$ 148,335	153,908
JUNE	CI	\$ 120,050	\$ 129,002	\$ 145,231	\$ 141,953	\$ 149,770	\$ 151,976	155,118
	CO	\$ 114,116	\$ 128,297	\$ 139,862	\$ 135,748	\$ 138,461	\$ 139,491	142,506
JULY	CI	\$ 100,650	\$ 131,269	\$ 135,726	\$ 145,261	\$ 159,864	\$ 162,278	152,005
	CO	\$ 95,674	\$ 130,174	\$ 130,847	\$ 140,976	\$ 149,816	\$ 148,872	140,496
AUGUST	CI	\$ 113,280	\$ 128,775	\$ 157,786	\$ 155,211	\$ 147,445	\$ 145,786	159,515
	CO	\$ 107,895	\$ 127,648	\$ 149,708	\$ 151,606	\$ 134,513	\$ 133,664	146,439
SEPTEMBER	CI	\$ 106,203	\$ 130,397	\$ 159,282	\$ 134,643	\$ 165,238	\$ 158,217	-
	CO	\$ 101,155	\$ 129,211	\$ 171,128	\$ 130,548	\$ 153,137	\$ 145,118	-
OCTOBER	CI	\$ 117,141	\$ 139,434	\$ 118,735	\$ 150,823	\$ 165,643	\$ 163,106	-
	CO	\$ 111,573	\$ 137,829	\$ 114,644	\$ 147,413	\$ 152,859	\$ 149,287	-
NOVEMBER	CI	\$ 101,840	\$ 140,410	\$ 149,989	\$ 143,734	\$ 136,946	\$ 146,801	-
	CO	\$ 96,999	\$ 138,036	\$ 142,981	\$ 139,666	\$ 125,996	\$ 134,260	-
DECEMBER	CI	\$ 114,828	\$ 149,569	\$ 148,666	\$ 139,540	\$ 150,558	\$ 156,000	-
	CO	\$ 113,443	\$ 148,889	\$ 141,478	\$ 135,911	\$ 138,977	\$ 142,765	-
TOTAL RECEIPTS		\$ 2,607,323	\$ 3,088,815	\$ 3,772,058	\$ 3,431,364	\$ 3,531,650	\$ 3,553,491	\$ 2,423,268
% Change								-31.81%

CITY OF GARDEN CITY, KANSAS .15 SALES TAX RECEIPTS				
MONTH RECEIVED	2023	2024	2025	2026
JANUARY		\$ 115,104	\$ 127,470	\$ 127,915
FEBRUARY		\$ 140,947	\$ 145,197	\$ 160,618
MARCH		\$ 106,347	\$ 113,693	\$ 114,210
APRIL		\$ 111,999	\$ 107,326	\$ 114,570
MAY		\$ 128,672	\$ 124,315	\$ 128,260
JUNE	\$ 117,497	\$ 117,026	\$ 118,491	\$ 118,901
JULY	\$ 114,417	\$ 124,845	\$ 126,174	\$ 119,557
AUGUST	\$ 121,461	\$ 114,511	\$ 115,011	\$ 122,734
SEPTEMBER	\$ 107,606	\$ 123,691	\$ 123,416	\$ -
OCTOBER	\$ 119,362	\$ 123,816	\$ 124,678	\$ -
NOVEMBER	\$ 113,780	\$ 107,642	\$ 115,772	\$ -
DECEMBER	\$ 110,824	\$ 118,156	\$ 119,700	\$ -
TOTAL RECEIPTS	\$ 804,947	\$ 1,432,756	\$ 1,461,244	\$ 1,006,765

CITY OF GARDEN CITY, KANSAS ANALYSIS OF SALES TAX RECEIPTS FULL COLLECTION BASIS ANALYSIS OF CITY-WIDE SALES TAX RECEIPTS			
MONTH RECEIVED	2024	2025	2026
JANUARY	\$ 819,202	\$ 865,341	\$ 848,331
FEBRUARY	\$ 956,229	\$ 977,924	\$ 1,059,203
MARCH	\$ 727,260	\$ 745,251	\$ 759,981
APRIL	\$ 765,634	\$ 757,666	\$ 810,310
MAY	\$ 901,585	\$ 875,307	\$ 900,543
JUNE	\$ 836,378	\$ 854,030	\$ 841,729
JULY	\$ 925,197	\$ 910,253	\$ 857,077
AUGUST	\$ 789,894	\$ 808,914	\$ 858,138
SEPTEMBER	\$ 876,034	\$ 844,667	\$ -
OCTOBER	\$ 871,921	\$ 888,631	\$ -
NOVEMBER	\$ 771,303	\$ 825,126	\$ -
DECEMBER	\$ 843,383	\$ 848,355	\$ -
TOTAL RECEIPTS	\$ 10,084,020	\$ 10,201,466	\$ 6,935,311
Amounts include Full Collection (includes City STAR portion - dedicated).			

Current Breakdown Sales Tax in Garden City and Expiration Dates		
Taxing Entity	% of Tax	Expiration Dates
State of Kansas	6.5	% Change when Needed
Finney County-General	0.5	Continuous
Finney County-Special	0.25	9/30/2027
Finney County-Special	0.25	6/30/2037
Finney County-Special	0.3	3/31/2033
Finney County-Special	0.5	3/31/2036
Garden City	0.5	Continuous
Garden City-Special	0.5	9/30/2035
Garden City-Special	0.15	3/31/2037
Total	9.45	
The City currently has seven Community Improvement Districts that carry an additional 1-2% tax.		

ANALYSIS OF CITY-WIDE SALES TAX RECEIPTS			
MONTH RECEIVED	2025		2026
JANUARY	\$	752,470	\$ 737,679
FEBRUARY	\$	850,369	\$ 921,046
MARCH	\$	648,044	\$ 660,853
APRIL	\$	630,594	\$ 670,287
MAY	\$	718,438	\$ 736,055
JUNE	\$	702,502	\$ 691,942
JULY	\$	749,181	\$ 699,872
AUGUST	\$	665,873	\$ 703,945
SEPTEMBER	\$	734,493	\$ -
OCTOBER	\$	733,797	\$ -
NOVEMBER	\$	683,353	\$ -
DECEMBER	\$	701,228	\$ -
TOTAL RECEIPTS	\$	8,570,343	\$ 5,821,678

ANALYSIS OF COUNTY-WIDE SALES TAX RECEIPTS			
MONTH RECEIVED	2025		2026
JANUARY	\$	442,574	\$ 437,548
FEBRUARY	\$	502,506	\$ 542,818
MARCH	\$	397,733	\$ 402,595
APRIL	\$	342,754	\$ 356,554
MAY	\$	398,498	\$ 405,625
JUNE	\$	388,134	\$ 383,474
JULY	\$	411,591	\$ 372,079
AUGUST	\$	366,878	\$ 397,429
SEPTEMBER	\$	458,675	\$ -
OCTOBER	\$	414,647	\$ -
NOVEMBER	\$	380,218	\$ -
DECEMBER	\$	380,218	\$ -
TOTAL RECEIPTS	\$	4,884,424	\$ 3,298,122

ANALYSIS OF COUNTY .30 SALES TAX RECEIPTS				
MONTH RECEIVED		2025		2026
JANUARY	CI	\$	156,745	\$ 156,633
	CO	\$	138,953	\$ 137,882
FEBRUARY	CI	\$	180,867	\$ 198,237
	CO	\$	159,011	\$ 174,505
MARCH	CI	\$	143,957	\$ 142,620
	CO	\$	126,561	\$ 125,547
APRIL	CI	\$	136,058	\$ 141,403
	CO	\$	123,791	\$ 129,546
MAY	CI	\$	161,588	\$ 166,907
	CO	\$	148,335	\$ 153,908
JUNE	CI	\$	151,976	\$ 155,118
	CO	\$	139,491	\$ 142,506
JULY	CI	\$	162,278	\$ 152,005
	CO	\$	148,872	\$ 140,496
AUGUST	CI	\$	145,786	\$ 159,515
	CO	\$	133,664	\$ 146,439
SEPTEMBER	CI	\$	158,217	\$ -
	CO	\$	145,118	\$ -
OCTOBER	CI	\$	163,106	\$ -
	CO	\$	149,287	\$ -
NOVEMBER	CI	\$	146,801	\$ -
	CO	\$	134,260	\$ -
DECEMBER	CI	\$	156,000	\$ -
	CO	\$	142,765	\$ -
TOTAL RECEIPTS		\$	3,553,491	\$ 2,423,268

ANALYSIS OF CITY .15 SALES TAX RECEIPTS			
MONTH RECEIVED	2025		2026
JANUARY	\$	127,470	\$ 127,915
FEBRUARY	\$	145,197	\$ 160,618
MARCH	\$	113,693	\$ 114,210
APRIL	\$	107,326	\$ 114,570
MAY	\$	124,315	\$ 128,260
JUNE	\$	118,491	\$ 118,901
JULY	\$	126,174	\$ 119,557
AUGUST	\$	115,011	\$ 122,734
SEPTEMBER	\$	123,416	\$ -
OCTOBER	\$	124,678	\$ -
NOVEMBER	\$	115,772	\$ -
DECEMBER	\$	119,700	\$ -
TOTAL RECEIPTS	\$	1,461,244	\$ 1,006,765



TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Matt Allen
DATE: August 28, 2026
RE: Finney County Economic Development Corporation - Opportunity Zone 2.0 Application Update

ISSUE:

Finney County Economic Development Corporation has received notice that the Opportunity Zone 2.0 application submitted on behalf of Finney County and the City of Garden City has been selected by the State of Kansas for recommended approval to the US Treasury.

BACKGROUND:

In February 2026, the Kansas Department of Commerce reached out to staff and elected officials of Kansas communities advising them of the State nomination process for recommending eligible census tracts to the US Treasury for inclusion in the 2.0 version of Qualified Opportunity Zones.

The original program was created by the Internal Revenue Service under the Tax Cuts and Jobs Act of 2017 to spur long-term economic growth and job creation in economically distressed neighborhoods/census tracts. The program allows for investors to contribute eligible capital gains into a Qualified Opportunity Fund that is structured as a corporation or partnership holding at least 90% of its assets in Qualified Opportunity Zone property. Funds can be used for commercial real estate, industrial property, housing, infrastructure, and local businesses. The benefit to the investor is the capital gains deferral and, if the property is held for 10 years, the new capital gains and appreciation become tax-free when sold.

This could be a powerful tool to attract investment in one of Garden City/Finney County's growth corridors. The State had to reduce the number of eligible zones from 74 in OZ 1.0 down to "around 53" in OZ 2.0. Therefore, we are grateful that our tract earned this preliminary endorsement from the State and is being forwarded on to the US Treasury with the tentative approval which allows us to start marketing the area in good faith as a Qualified Opportunity Zone.

ALTERNATIVES:

none

RECOMMENDATION:

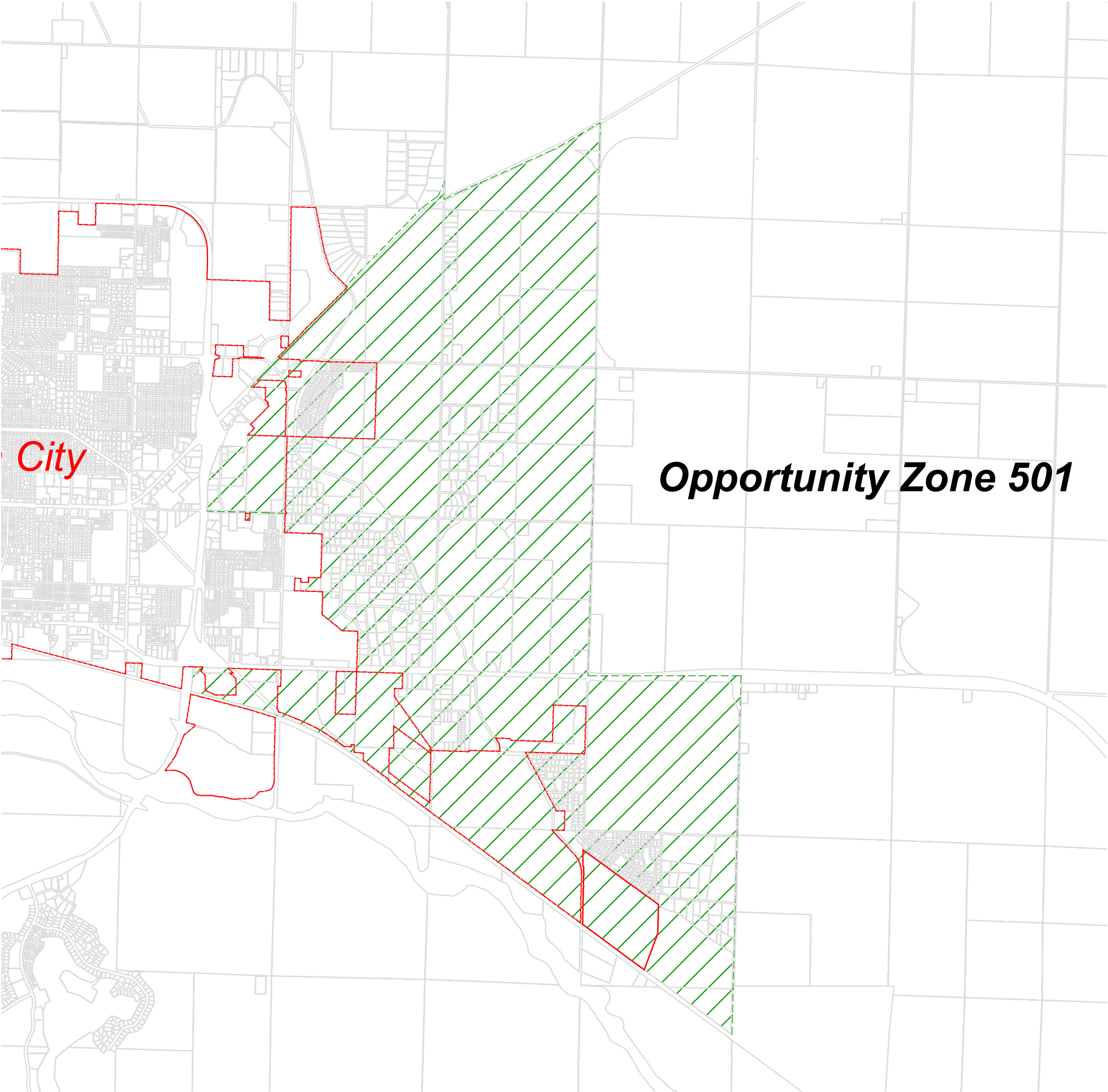
none

FISCAL NOTE:

none

ATTACHMENTS:

Tract Model - QOZ 501



GARDEN CITY
— KANSAS —
MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: September 1, 2026
RE: Meetings of Note

ISSUE:

- August 29, 2026 - Friends of Lee Richardson Zoo - A Wild Affair event at Lee Richardson Zoo at 6:00 p.m.
- September 9, 2026 - LHEAT Meeting at St. Catherine Hospital Classroom B at 12:00 p.m.
- September 12-13, 2026 - 100th Community Mexican Fiesta events at Stevens Park
- September 15, 2026 - 63rd Annual Grant County Home Products Dinner at the Grant County Civic Center in Ulysses, Kansas at 7:00 p.m.
- September 16, 2026 - Garden City Area Chamber of Commerce Membership Breakfast at The Refinery at 7:10 a.m.
- September 19, 2026 - Downtown Vision's Fall Fest on Main Street at 9:00 a.m.
- September 23, 2026 - Finney County Economic Development Corporation Board of Directors Meeting at the City Administrative Center in the Chambers at 7:30 a.m.
- September 26, 2026 - Community Cultural Day 2026 at the Finney County Fairgrounds at 11:00 a.m.
- September 29, 2026 - Town Hall Meeting at the City Administrative Center in the Commissioner Chambers at 7:00 p.m.
- October 8-10, 2026 - League of Kansas Municipalities Annual Conference in Wichita, Kansas
- October 10, 2026 - Garden City Area Chamber of Commerce Annual Wine Tasting Event at The Refinery at 7:00 p.m.

BACKGROUND:

ALTERNATIVES:

RECOMMENDATION:

FISCAL NOTE:

GARDEN CITY
— KANSAS —
MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Jared Kuhlmann, Finance Director
DATE: September 1, 2026
RE: 1:30 p.m. Public Hearing - Resolution - Property Tax Rate

ISSUE:

1:30 p.m. - Public Hearing on the matter of the Governing Body hearing questions, concerns and comments from the public with regard to the levy of a property tax rate exceeding the revenue neutral rate and the approval of the 2027 budget. Following the public hearing the Governing Body is asked to consider and approve a resolution to levy a property tax rate exceeding the revenue neutral rate.

1. Resolution No. ____-2025, a resolution of the City of Garden City, Kansas to levy a property tax rate exceeding the revenue neutral rate.

BACKGROUND:

At the July 20, 2026 Special Meeting of the City Commission, the Governing Body authorized the Mayor to sign the Indication of Revenue Neutral Rate Intent to exceed the calculated revenue neutral rate. The 2027 City budget was approved for publication at the August 4, 2026 meeting with a 38.502 mill levy rate. The Revenue Neutral Rate for 2026 is 37.504 mill levy rate. This resolution formally acknowledges that the City is exceeding the Revenue Neutral Rate.

ALTERNATIVES:

1. The Governing Body may approve the resolution as presented. Approval must be completed by a roll-call vote.
2. The Governing Body may not approve the resolution and lower the City's mill levy to equal the Revenue Neutral Rate.

RECOMMENDATION:

Staff recommends the Governing Body approve the resolution as presented.

FISCAL NOTE:

None.

ATTACHMENTS:

[Revenue Neutral Rate Resolution - 2027 Budget](#)

RESOLUTION NO. _____-2026

A RESOLUTION OF THE CITY OF GARDEN CITY, KANSAS TO LEVY A PROPERTY TAX RATE EXCEEDING THE REVENUE NEUTRAL RATE

WHEREAS, the Revenue Neutral Rate for the City of Garden City was calculated as 37.504 mills by the Finney County Clerk; and

WHEREAS, the budget proposed by the Governing Body of the City of Garden City will require the levy of a property tax rate exceeding the Revenue Neutral Rate; and

WHEREAS, the Governing Body held a hearing on September 1, 2026, allowing all interested taxpayers desiring to be heard an opportunity to give oral testimony; and

WHEREAS, the Governing Body of the City of Garden City, having heard testimony, still finds it necessary to exceed the Revenue Neutral Rate.

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

The City of Garden City shall levy a property tax rate exceeding the Revenue Neutral Rate of 37.504.

This resolution shall take effect and be in force immediately upon its adoption and shall remain in effect until future action is taken by the Governing Body. This resolution was passed by a majority roll call vote recorded and to be certified by the City Clerk.

ADOPTED this 1st day of September 2026 and **SIGNED** by the Mayor.

Tam “Tom” Nguyen, MAYOR

ATTEST:

Celyn N. Hurtado, CITY CLERK

GARDEN CITY
— KANSAS —
MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Daunte Thompson, Planner
DATE: September 1, 2026
RE: Resolution designating the future Community Garden Townhomes as a Reinvestment Housing Incentive District (RHID).

ISSUE:

The Governing Body is asked to consider and approve a resolution to designate the future Community Garden Townhomes as a Reinvestment Housing Incentive District (RHID) within the City.

1. Resolution No. _____ - 2026, a resolution of the Governing Body of the City of Garden City, Kansas pursuant to K.S.A. 12-5244(a) of the Kansas Reinvestment Housing Incentive District act making certain findings and determinations regarding the establishment of a Reinvestment Housing Incentive District within the City for Community Garden Townhomes.

BACKGROUND:

The State of Kansas passed a statute allowing cities of a certain population within counties of a certain population to offer incentives for affordable housing. Garden City meets the State's requirements and can establish such RHIDs, pending approval by the Secretary of Commerce.

To obtain approval from the Secretary of Commerce, the City must first pass a resolution making certain findings and determinations about the availability of housing within the City. Staff will then publish the resolution and send the required information to the Secretary of Commerce for approval.

The resolution includes one potential property that was not considered in previous resolutions, known as the Community Garden Townhomes. The property is generally located at 1010 Bernice Avenue, contains +/- 5.84 acres, and the developer has begun the platting process, intending to construct duplexes.

ALTERNATIVES:

1. The Governing Body may approve the attached resolution, designating the Community Garden Townhomes as an Reinvestment Incentive District.
2. The Governing Body may not approve the attached resolution.

RECOMMENDATION:

Staff recommends that the Governing Body approve the resolution.

FISCAL NOTE:

There is no fiscal note at this time.

ATTACHMENTS:

[Vicinity Map](#)

[RHID Process](#)

[Resolution Required Findings- Community Garden Townhomes](#)

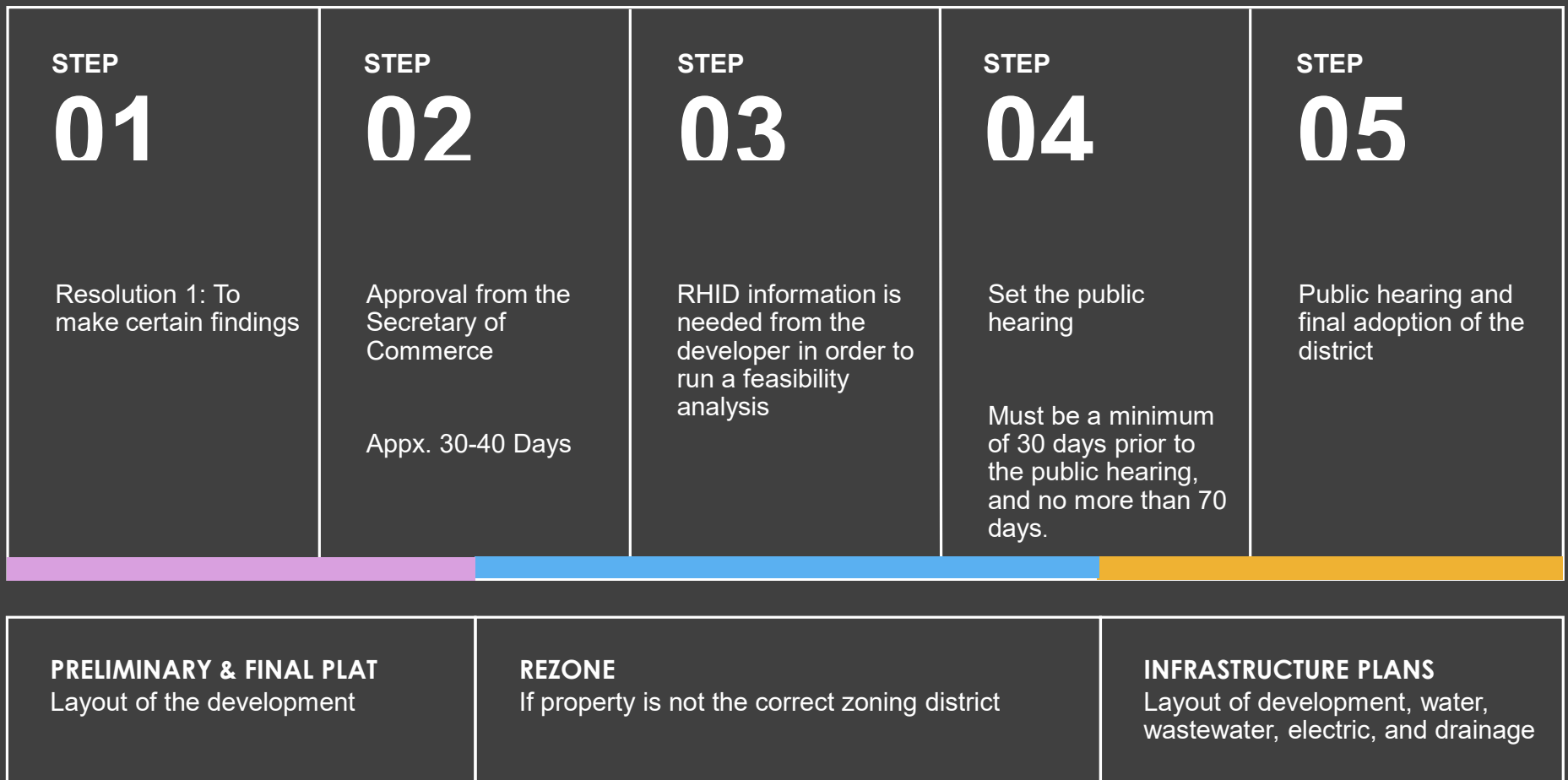


Vicinity Map

Community Garden
Townhomes Boundry



RHID PROCESS



RESOLUTION NO. _____

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF GARDEN CITY, KANSAS PURSUANT TO K.S.A. 12-5244(a) OF THE KANSAS REINVESTMENT HOUSING INCENTIVE DISTRICT ACT MAKING CERTAIN FINDINGS AND DETERMINATIONS REGARDING THE ESTABLISHMENT OF A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY FOR COMMUNITY GARDEN TOWNHOMES.

WHEREAS, the Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 et seq., (“Act”) authorizes any city incorporated in accordance with the laws of the State of Kansas (“State”) with a population of less than 60,000 to designate reinvestment housing incentive districts within such city; and

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

WHEREAS, after conducting such analysis, the governing body of such city may adopt a resolution making certain findings regarding the establishment of a reinvestment housing incentive district, as well as providing the legal description of the proposed district and a map depicting the existing parcels of real estate in the proposed district; and

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

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

WHEREAS, Garden City, Kansas has an estimated population of 28,151 and, therefore, constitutes a city as said term is defined in the Act; and

WHEREAS, a housing needs analysis was conducted on behalf of the City of Garden City, Kansas (“City”) in 2008 and last updated in 2021 to determine whether housing needs exist within the corporate limits of the City and said analysis concluded that a total of 1,395 housing units are needed to address the housing needs in the City for the 5-year period from 2025 to 2030; and

WHEREAS, a developer desires for the Governing Body of the City (“Governing Body”) to establish a reinvestment housing incentive district for a proposed residential development situated in the corporate limits of Garden City, Kansas and as more particularly described herein; and

WHEREAS, the Governing Body desires to herein adopt a resolution making certain findings regarding the establishment of the herein described residential development as a reinvestment housing incentive district, as well as providing the legal description of the proposed district and a map depicting the existing parcels of real estate in the proposed district.

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

SECTION 1. The Governing Body of the City of Garden City, Kansas (“Governing Body”) hereby finds and determines that there is a shortage of quality housing of various price ranges in the corporate limits of the City of Garden City, Kansas (“City”) despite the best efforts of public and private housing developers.

SECTION 2. The Governing Body hereby finds and determines that the shortage of quality housing can be expected to persist and additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.

SECTION 3. The Governing Body hereby finds and determines that the shortage of quality housing is a substantial deterrent to the future economic growth and development of the City.

SECTION 4. The Governing Body hereby finds and determines that the future economic well-being of the City depends on the Governing Body providing additional incentives for the construction or renovation of quality housing in the City.

SECTION 5. Based on the findings and determinations herein, the Governing Body proposes the establishment of a reinvestment housing incentive district pursuant to the Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 *et seq.*, that is tentatively named **Community Garden Townhomes** and having the legal description set forth on **Exhibit A** ("Proposed District"), which is attached hereto as if fully set forth herein.

SECTION 6. A map depicting the existing parcels of real estate in the Proposed District is attached hereto as **Exhibit B**, which is hereby incorporated by reference as if fully set forth herein.

SECTION 7. This Resolution shall take effect immediately upon its passage and signature and shall be published once in its entirety in the Garden City Telegram, the official newspaper of the City.

SECTION 8. Upon such publication, the Neighborhood & Development Services Director of the City, or any designee thereof, is hereby authorized and directed to send a certified copy of this Resolution to the Secretary of Commerce of the State of Kansas requesting that said secretary review this Resolution and advise the Governing Body whether the secretary agrees with the findings contained herein.

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, on this 1st day of September, 2026.

CITY OF GARDEN CITY, KANSAS

By _____
TAM "TOM" NGUYEN, Mayor

ATTEST:

CELYN N. HURTADO, City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPOSED DISTRICT

A tract of land located in Lots 27, 28, 29, 30 and 31 of Bowman Acres, an addition to the City of Garden City, Kansas, more fully described as follows:

Beginning at the Northeast corner of said Lot 31,

Thence on an assumed bearing of South 0°03'01" East, on the East line of Lots 27, 28, 29 and 31, for 804.50 feet to the Southeast corner of said Lot 27;

Thence South 50°13'08" West, on the South line of said Lot 27, for 214.60 feet to the North right-of-way line of the drainage ditch;

Thence North 47°09'42" West, on said North right-of-way line, for 170.54 feet to the West line of said Lot 27;

Thence North 0°03'01" West, on the West line of Lots 27, 28, 29 and 30, for 827.29 feet to the Northwest corner of Lot 30;

Thence South 89°43'00" East, on the North line of Lots 30 and 31, for 290.00 feet to the Point of Beginning, as prepared by Duane K. Palmberg, PS1382 on July 13, 2026.

The above described tract contains 5.848 acres, more or less, and subject to easements and rights-of-ways of record.

EXHIBIT B

MAP OF THE EXISTING PARCELS OF REAL ESTATE IN THE PROPOSED DISTRICT



Vicinity Map

Community Garden
Townhomes Boundry



GARDEN CITY
— KANSAS —
MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Aleecya Charles, Assistant Neighborhood & Development Services Director
DATE: September 1, 2026
RE: Resolution Establishing a Date and Time for Public Hearing for Change of Street Name in Hunters Glen Phase Three B

ISSUE:

The Governing Body is asked to consider and approve a resolution establishing a date and time for a public hearing regarding a change of street name within Hunters Glen Phase Three B.

1. Resolution No. _____ - 2026, a resolution of the Governing Body of the City of Garden City, Kansas determining that the City will consider request of Oikos Development Corporation to change the name of Carpenter Avenue, a public street situation within Hunters Glen - Phase Three B, to Cottrell Avenue; establishing the date and time of a public hearing on such matter; and providing for giving of notice of such public hearing.

BACKGROUND:

Michael Snodgrass on behalf of Oikos Development Corporation is requesting to change Carpenter Avenue to Cottrell Avenue within Hunters Glen Three B. In order to change the street name, a public hearing must be set.

The date and time proposed in the resolution are September 15, 2026, at 1:30 p.m. The request has been reviewed by Police, Fire, and EMS and there are no concerns with changing the name. Currently townhomes are being built along the street, however; they are not complete and no certificate of occupancy has been issued.

ALTERNATIVES:

1. The Governing Body may approve the attached resolution.
2. The Governing Body may not approve the attached resolution.

RECOMMENDATION:

Staff recommends the Governing Body approve the attached resolution.

FISCAL NOTE:

There is no fiscal impact.

ATTACHMENTS:

[Map](#)
[Request for Street Name Change Letter](#)
[Resolution to set Hearing- Hunters Glen Phase Three B](#)

City of Garden City



Current Street Name: Carpenter Avenue
Proposed Street Name: Cottrell Avenue





Oikos Development Corporation
PO Box 412066
Kansas City, MO 64141
msnodgrass.odc@gmail.com

June 30th, 2026

City Commission
301 N 8th Street
P.O. Box 998
Garden City, KS 67846

Dear Sirs:

Oikos Development Corporation, a nonprofit 501c3, is the owner and developer of Hunters Glen off 3rd Street in Garden City, KS. We respectfully request that the name of one street to be renamed within our Hunters Glen development.

Please consider our request to change the following name:

- Carpenter Avenue to Cottrell Avenue

ODC will pay for new signage, if already ordered.

Thank you for your consideration.

Sincerely,

Michael Snodgrass
President/CEO
Oikos Development Corporation

RESOLUTION NO. _____

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF GARDEN CITY, KANSAS DETERMINING THAT THE CITY WILL CONSIDER THE REQUEST OF OIKOS DEVELOPMENT CORPORATION TO CHANGE THE NAME OF CARPENTER AVENUE, A PUBLIC STREET SITUATED WITHIN HUNTERS GLEN – PHASE THREE B, TO COTTRELL AVENUE; ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING ON SUCH MATTER; AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH PUBLIC HEARING.

WHEREAS, cities in Kansas possess the authority to assign and modify street names and addresses as part of their general municipal powers; and

WHEREAS, Oikos Development Corporation, the owner and developer of Hunters Glen – Phase Three B, has requested by letter dated June 30, 2026, that Carpenter Avenue, a public street located within said development, be renamed Cottrell Avenue; and

WHEREAS, the development remains in the process of completion, and residential structures within the development have been constructed but are not yet occupied, such that the requested street name change, if approved, may be accomplished before occupancy and with minimal disruption to future residents and the public; and

WHEREAS, City staff has reviewed the proposed street name against the addressing provisions of Chapter 78, Article V of the Code of Ordinances of the City of Garden City, Kansas and against the Kansas NG911 Addressing Guidelines, Version 1.0, prepared by the GIS Committee on behalf of the Kansas 911 Coordinating Council, which reflect accepted addressing practices, and has identified no duplication of an existing street name, no similarity to an existing street name, and no inconsistency with the City's address grid, street type conventions, or numbering sequence that would result from the proposed street name change; and

WHEREAS, the Neighborhood and Development Services Department, the Garden City Police Department, and the Garden City Fire Department have reviewed the request and have identified no objection to the proposed street name change; and

WHEREAS, the Governing Body desires, before considering the requested street name change, to provide notice and an opportunity for public comment.

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

SECTION 1. SUBJECT MATTER. The street to which the proposed street name change relates is described as follows, being situated within the corporate limits of the City of Garden City, County of FINNEY, State of KANSAS, to wit:

All of Carpenter Avenue situated within Hunters Glen – Phase Three B, a subdivision in the City of Garden City, Kansas, according to the recorded plat thereof.

SECTION 2. PROPOSED STREET NAME CHANGE. The following street name change will be submitted to the Governing Body for consideration at the public hearing established by this Resolution:

CURRENT STREET NAME:Carpenter Avenue

PROPOSED STREET NAME:Cottrell Avenue

SECTION 3. NOTICE OF PUBLIC HEARING. Notice is hereby given that the Governing Body of the City of Garden City, Kansas will hold a public hearing on **September 15, 2026 at 1:30 p.m.**, or as soon thereafter as the matter may be heard, in the City Commission Chambers of the City Administrative Center located at 301 North 8th Street in Garden City, Kansas, to consider the proposed street name change.

SECTION 4. INVITATION TO PUBLIC. At the public hearing, all interested persons shall be afforded an opportunity to be heard concerning the proposed street name change.

SECTION 5. EFFECTIVE DATE; COURTESY PUBLICATION. This Resolution shall take effect and be in full force and effect immediately upon its passage and signature. Publication of this Resolution in the Garden City Telegram, the official city newspaper, is not required by law and, if made, shall be solely as a courtesy and for informational purposes.

SECTION 6. NOTICE BY ELECTRONIC MAIL. The City Clerk is hereby directed to mail a copy of this Resolution by electronic mail to the following recipient:

- (a) Oikos Development Corporation
c/o Michael Snodgrass, President/CEO
msnodgrass.odc@gmail.com

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, on this 1st day of September, 2026.

CITY OF GARDEN CITY, KANSAS

By _____
TAM "TOM" NGUYEN, Mayor

ATTEST:

CELYN N. HURTADO, City Clerk

U:\WP51\RDG\CITY\NDS\ADDRESSING\Hunters.Glen\Carpenter-Cottrell\Resolution.Public.Hearing(Street Change)(Hunters Glen - Carpenter Avenue).docx

GARDEN CITY
— KANSAS —
MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Jared Kuhlmann, Finance Director
DATE: September 1, 2026
RE: 2027 Budget Certificate

ISSUE:

The Governing Body is asked to consider and approve the authorization of the 2027 Budget Certificate, which summarizes the maximum levy of property tax for specific funds and the maximum expenditure for all funds of the City's budget.

BACKGROUND:

The Certificate for the 2027 budget was prepared using the Notice of Hearing for the 2027 budget expenditures. Prior to approving the budget certificate, the Governing Body approved a resolution to exceed the Revenue Neutral Rate. This allows the City to levy a property tax rate of 38.502 mills that will generate approximately \$12,565,342.

ALTERNATIVES:

1. The Governing Body may approve and sign the Certificate of Budget as presented.
2. The Governing Body may approve and sign a Certificate of Budget that is different from what is presented, however, Kansas statutes prohibit the changes resulting in raising the City's total mill levy from what was published in the Notice of Public Hearing.
3. The Governing Body may not approve a Certificate of Budget.

RECOMMENDATION:

Staff recommends approving and signing the Certificate of Budget as presented.

FISCAL NOTE:

None.

ATTACHMENTS:

[2027 State Budget - Certificate](#)

CERTIFICATE

2027

To the Clerk of Finney County, State of Kansas
We, the undersigned, officers of

City of Garden City

- certify that: (1) the hearing mentioned in the attached publication was held;
(2) after the Budget Hearing this budget was duly approved and adopted as the
maximum expenditures for the various funds for the year 2027; and
(3) the Amount(s) of 2026 Ad Valorem Tax are within statutory limitations.

		2027 Adopted Budget		
		Page No.	Budget Authority for Expenditures	Amount of 2026 Ad Valorem Tax
Table of Contents:				Final Tax Rate (County Clerk's Use Only)
Allocation of MVT, RVT, 16/20M Vehicle Tax		2		
Schedule of Transfers		3		
Statement of Indebtedness		4		
Statement of Lease-Purchases		5		
Fund	K.S.A.			
General	12-101a	6	48,340,245	7,480,036
Debt Service	10-113	7	3,069,250	2,613,855
Airport	3-113	7	3,700,120	2,471,451
TIF		8	8,737,689	
Community Trust Reserve		8	1,830,933	
Capital Improvement Reserve		9	1,252,000	
Special Trafficway		9	2,308,960	
Special Improvements		10	57,686	
Cemetery Endowment		10	149,865	
Special Recreation & Parks		11	446,013	
Special Alcohol-Drug Abuse		11	321,542	
Finnup Trust		12	300,000	
Risk Management		12	223,033	
Drug Enforcement		13	91,573	
DEA Forfeiture		13	8,793	
Community Development Loan		14	14,252	
Emergency Shelter Grant		14	0	
Economic Development Loan		15	1,750	
Enhanced Wireless 911		15	323,962	
HIDTA Grant		16	262,172	
Housing		16	244,592	
Project Development		17	198,692	
Project Safe Neighborhood Grant		17	96,127	
Opioid Settlements		18	128,599	
Capital Improvement Plan		18	240,000	
Electric Capital Reserve		19	5,152,850	
Utilities Security Deposit		19	450,000	
Sewage Repair and Replacement		20	1,422,301	
Water and Sewage Reserve		20	2,661,765	
Water Reuse		21	22,572,651	
Airport Improvement		21	2,676,286	
Airport Terminal Project		22	70,664	
Golf Course Improvement		22	60,882	
Recreation Reserve		23	460,095	
Health Insurance		23	7,449,224	
Health Insurance Reserve		24	1,095,847	
Workers Compensation		24	821,387	
Workers Compensation Reserve		25	772,045	
Electric		26	48,184,292	
Water and Sewage		27	21,901,913	
Drainage		28	920,327	
Solid Waste		29	6,573,475	
Golf Course		30	1,525,942	
Totals	xxxxxx		197,119,794	12,565,342
Budget Hearing Notice				County Clerk's Use Only
Combined Rate and Budget Hearing Notice	32			
RNR Hearing Notice				
Neighborhood Revitalization				Nov 1, 2026 Total Assessed Valuation

Revenue Neutral Rate	37.504
Does budget require a resolution to exceed the Revenue Neutral Rate?	YES

Assisted by: _____

Address: _____

Email: _____

Attest: _____, 2026

County Clerk
Governing Body

CPA Summary

GARDEN CITY
— KANSAS —
MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Danielle B. Burke, Deputy City Manager
DATE: September 1, 2026
RE: State Theater - Selection Process Direction

ISSUE:

The Governing Body is asked to provide direction on the selection process for the State Theater Request for Proposal.

BACKGROUND:

At the July 7, 2026, City Commission meeting, the Governing Body directed staff to release a Request for Proposal (RFP) related to future use of the State Theater. Those proposals were due back by 2:00pm on Friday, August 28. There have been six proposals submitted for consideration.

The RFP indicates that a proposals will be evaluated by a committee using the identified evaluation criteria. Staff are seeking direction regarding who the Governing Body would like to serve as the committee.

Option 1

The Governing Body may hear presentations from each proposal at a pre-meeting (tentatively September 15th). This would put the Governing Body in a position to consider and select one of the proposals at the October 6th regular meeting.

Option 2

The Governing Body may hear presentations from each proposal at the September 15th regular meeting. This would put the Governing Body in a position to consider and select one of the proposals at the September 15th meeting or the October 6th regular meeting.

Option 3

The Governing Body may hear presentations from each proposal at the September 29th Town Hall Meeting. This would put the Governing Body in a position to consider and select one of the proposals at the October 6th regular meeting.

Options 4 and 5

The Governing Body may identify staff and/or community members to serve on an ad hoc advisory committee which would make a recommendation to the City Commission. The advisory committee could either be tasked with recommending a short list of finalists (Option 4) or be tasked with making a specific recommendation as to which proposal to recommend for selection (Option 5). Once ad hoc advisory committee members were named, the group would meet and hear presentations from the applicants in late September/early October, and be poised to either send

their a short list of finalists, or their selection, forward for consideration at either the October 6th meeting or October 20th regular meeting.

If Option 4 or 5 is selected, staff would request that the Governing Body identify, at this meeting or the next, individuals or organizations they wish to have on the selection committee along with whether the committee is asked to make a final recommendation or identify finalists.

ALTERNATIVES:

1. The Governing Body may hear presentations from each proposal at a pre-meeting and make a selection at the following regular meeting.
2. The Governing Body may hear presentations from each proposal at a regular meeting and make a selection at that same meeting or a following regular meeting.
3. The Governing Body may hear presentations at the September 29th Town Hall meeting and make a selection at the following regular meeting.
4. The Governing Body may identify who they would like to serve on the ad hoc advisory committee and direct that committee to make a finalists for consideration at a future regular meeting.
5. The Governing Body may identify who they would like to serve on the ad hoc advisory committee and direct that committee to identify a recommended proposal for consideration and approval at a future regular meeting.

RECOMMENDATION:

Staff has no recommendation.

FISCAL NOTE:

There is no fiscal impact.

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Director of Electrical Operations, Jose Chan
DATE: September 1, 2026
RE: Infrastructure Improvements - STAR Bond Phase 2 - The Refinery Fields Project and Thompson Pointe Apartments Bids

ISSUE:

The Governing Body is asked to consider and approve the material bids from Border States in the amount of \$448,468.86 and RESCO in the amount of \$153,284.73, for a combined total of \$601,753.59 for the purchase of materials to complete infrastructure improvements for the STAR Bond Phase 2 (The Refinery Fields) project and Thompson Pointe Apartments material bids.

BACKGROUND:

Staff solicited materials bids on August 3, 2026, for the Refinery Phase 2 and Thompson Pointe developments. Three bids were received from Border States, Resen House, and RESCO.

All bids met the City's specifications. Border States submitted the most cost-effective bid for the required materials at \$448,468.86. RESCO submitted the only bid received for the pad-mount VFI switchgear, at \$153,284.64.

	Border States	Resen House	RESCO
Materials	\$448,468.86	\$584,649.64	N/A
Pad-mount VFI switchgear	N/A	N/A	\$153,284.73

ALTERNATIVES:

1. The Governing Body may approve the bids from Border States for \$448,468.86 and RESCO for \$153,284.73 for a total of \$601,753.59.
2. The Governing Body may not approve the bids and redirect staff.

RECOMMENDATION:

Staff recommends the Governing Body approve the bids from Border states and RESCO for a combined total of \$601,753.59.

FISCAL NOTE:

Funds for these purchases will come from "Material Distribution" GL 50151511-5659. This line-item currently has a negative balance of -\$572,402.94. However, Refinery and Thompson pointe developers have contributed a combined \$1,430,975.52 toward the purchases of these materials through the "Repayment-developer" line-item GL 501515100-3311 which fully covers the cost of the acquisition of the materials. This revenue exceeds the anticipated budget and will directly offset the unanticipated

expense.

ATTACHMENTS:

[Material Bids](#)



Rural Electric Supply Cooperative
714 4th Avenue
Suite B
Kearney, NE 68845
308-455-4007

QUOTATION

Order Number	
1097155	
Order Date	Page
08/21/2026	1 of 1
Customer PO Number	
RFQ 15KV Padmount switchgear	

Quote Expires On: 09/20/2026

Bill To:

GARDEN CITY, CITY OF
P.O. BOX 998
GARDEN CITY, KS 67846
620-276-1284

Ship To:

GARDEN CITY, CITY OF
140 HARVEST ST
GARDEN CITY, KS 67846

Requested By: Trever Welch

Attn: Trever Welch

Customer Number		Freight Terms		CSR		
14877		FREIGHT ALLOWED		COREY.KLUESNER		
Line #	Item ID Item Description	Ship Location	Quantities		Unit Price	Extended Price
			Ordered	UOM		
1	ESD314-TTPP-6622	RESCO - Kearney	2	EA	70,025.00000	140,050.00

Total Lines: 1

SUB-TOTAL: 140,050.00

TAX: 13,234.73

AMOUNT DUE: 153,284.73

U.S. Dollars

BILL OF MATERIALS						
City of Garden City			PROJECT #		UE2026-17	
Electric Department			PROJECT NAME		Refinery Baseball Fields	
PO Box 998 - 140 Harvest St.					Border States & Resco	
Garden City, KS 67846			DATE			
Inventory						
Part #	Description	Qty	Unit Cost	Total Cost	Lead Time (Weeks)	Vendor
M00937	MVI 500CR MBAI 15KV220E 16x12 PES SOUTHWIRE	15000	\$ 10.85	\$ 178,132.83	34	Border States
M00936	MVI 4/0CR MBAI 15KV220E 11x14 PES SOUTHWIRE	10300	\$ 5.84	\$ 65,890.93	34	Border States
M01146	750kva 7200/12470y 277/480y 3ø pad mount	1.00	\$ 42,520.27	\$ 46,538.44	1	Border States
M00123	6" ips, hdpe, sdr-17 pipe 40' joints	7840.00	\$ 5.33	\$ 45,736.09	18	Border States
M01067	#6 tray cable 600v awg str cu, xlp 0603XLPGTC	5600.00	\$ 3.94	\$ 24,168.55	1	Border States
M00150	6" grc, 90 degree elbow, 36/48" radius	21.00	\$ 563.22	\$ 12,945.33	1	Border States
M00998	pulling lube, urd	120.00	\$ 89.94	\$ 11,812.72	8	Border States
M00440	15 kv 600 amp elbow terminator 500 mcm cable (K656-LR-L0330) 625BTL33T ELBOW 25KV 600A KIT 500 TP	33.00	\$ 254.62	\$ 9,196.49	6	Border States
M00121	2" hdpe schedule 40 roll pipe, black w/red . pull tape	6300.00	\$ 1.25	\$ 8,639.87	6	Border States
M00042	600 amp, 15 kv, 2 point feed-thru junction (650J2-U)	9.00	\$ 605.86	\$ 5,968.02	14	Border States
M01098	50kva 7200/12470y 120/240 1ø pad mount	1.00	\$ 4,472.96	\$ 4,895.65	1	Border States
M00017	3 phase (large) sectionalizing cabinet (60 x 30 x 30) vault	2.00	\$ 1,958.58	\$ 4,287.33	14	Border States
M01068	600 amp, 15 kv, 3 point feed-thru junction (k650-j3-U (Box))	3.00	\$ 839.35	\$ 2,756.01	18	Border States
M00815	4/0 15kv loadbreak elbow with cold shrink (elastimold 165lr-c-5270-s)	34.00	\$ 70.25	\$ 2,614.21	1	Border States
M00984	4/0 stranded bare copper wire	270.00	\$ 7.01	\$ 2,071.63	1	Border States
M00065	6" pvc conduit schedule 40 bell-end	320.00	\$ 5.29	\$ 1,852.45	1	Border States
M00043	parking stand off plug, 15 kv, 200 amp (elastimold 161sop)	21.00	\$ 63.76	\$ 1,465.49	1	Border States
M01064	17x30x18 concrete open bottom vault with tier 15 cover (electric) logo with bolts (md)	3.00	\$ 408.49	\$ 1,341.28	1	Border States
M01415	10kv elbow surge arrester	10.00	\$ 114.74	\$ 1,255.83	1	Border States
M00559	2.4:1 vt 500va 288/120v	3.00	\$ 375.24	\$ 1,232.10	1	Border States
M00843	terminator kit 15 or 35kv 500kcml	3.00	\$ 374.07	\$ 1,228.26	8	Border States
M01162	submersible connector #6-600	9.00	\$ 124.43	\$ 1,225.70	8	Border States
M00045	15 kv, 200 amp insulated cap w/ grnd lead (160DRG) (insulated parking bushing) insulated cap (insulator cap)	21.00	\$ 51.69	\$ 1,188.07	1	Border States
M00509	inline fuse holder for street lights (used w/m00502)	17.00	\$ 63.63	\$ 1,183.93	1	Border States
M00532	meter, form 8/9s, **not kyz** elster a3ral demand, kv2c (subs & qccc) (elster stock# zd3210lb0lga0d)	2.00	\$ 401.52	\$ 878.93	1	Border States
M00991	romex wire 12-2 w/ground	1000.00	\$ 0.76	\$ 836.84	1	Border States
M00752	604Y MODEL AP5Y 500:5 EXT.RANGE PAD CT	3.00	\$ 241.33	\$ 792.41	14	Border States
M01373	edison ehcc3du fuse holder 3-pole 13/32"x11/2" din rail mount	4.00	\$ 161.65	\$ 707.70	14	Border States
M00177	6" Split vent cap with (3)-1.84" for 15kv 500mcm urd primary	1.00	\$ 608.54	\$ 666.05	8	Border States
M00535	13 terminal meter socket w/test switches 20a (See Notes Tab)	2.00	\$ 286.93	\$ 628.09	1	Border States
M00926	#4 copper wire on 25lb/124ft spools @ .68 ft #4 solid bare copper	50.00	\$ 9.91	\$ 542.10	1	Border States
M00762	cable positioning bracket (spaghetti) 4/0 cable support rack	9.00	\$ 47.89	\$ 471.74	1	Border States
M00116	6" pvc schedule 40 female adapter	43.00	\$ 9.70	\$ 456.29	1	Border States
M00025	transformer pad vault/box/sleeve 1 phase ConCast FC-38-43-15-2215 (See Notes)	1.00	\$ 406.73	\$ 445.17	1	Border States
M00125	2" watertite compression coupling. *comp. fittings* (watertite)	44.00	\$ 8.96	\$ 431.39	8	Border States
M00749	5/8" x 8" ground rod,13mil cu clad	14.00	\$ 26.99	\$ 413.57	1	Border States
M00263	copper crimpet compression connector, (cf402-1) 4/0 to #2	21.00	\$ 14.07	\$ 323.39	1	Border States
M00551	100:5 jcr-o-ct (current transformer)	2.00	\$ 144.16	\$ 315.57	12	Border States
M00062	2" pvc conduit schedule 40 bell-end	230.00	\$ 1.13	\$ 285.47	1	Border States
M00037	rotatable feed-thru junction, 200 amp, 15 kv	1.00	\$ 219.91	\$ 240.69	1	Border States
M00264	copper crimpet compression connector, (cf-44) #4 to #4 or #6	68.00	\$ 3.23	\$ 240.40	1	Border States
M00971	#10 thhn copper stranded all colors	500.00	\$ 0.43	\$ 236.78	1	Border States
M00157	6" grc coupler	2.00	\$ 95.18	\$ 208.35	1	Border States
M00539	6 terminal meter socket (w/test switches) 20a	1.00	\$ 187.86	\$ 205.61	1	Border States
M00747	tank ground (transformer ground or case grounds)	17.00	\$ 10.72	\$ 199.46	1	Border States
M00146	2" grc 90 degree elbow	5.00	\$ 29.90	\$ 163.63	1	Border States
M00534	socket, 200 amp for 4 term meter	2.00	\$ 74.61	\$ 163.32	1	Border States
M00246	compression connector, (wr379) 4/0 to 6-1	79.00	\$ 1.80	\$ 155.64	1	Border States
M02036	conduit grounding clamp burndy 4 awg 6.5"	1.00	\$ 136.65	\$ 149.56	1	Border States
M00812	pvc glue, contact cement, carlton all weather	4.00	\$ 26.11	\$ 114.30	1	Border States
M00248	compression connector, (wr399) 3/0-4/0 to 1/0-2/0	33.00	\$ 2.38	\$ 85.96	1	Border States
M00407	5 amp edison fuse edcc5 (SEE NOTES TAB)	3.00	\$ 20.71	\$ 68.00	1	Border States
M00746	ground rod clamp 5/8" (wedding band)	22.00	\$ 2.49	\$ 59.96	1	Border States
M00284	red wire nut	300.00	\$ 0.15	\$ 50.40	1	Border States
M00501	10 amp glass fuse (street light)	17.00	\$ 2.47	\$ 45.90	1	Border States
M00078	2" pvc 90 degree elbow	13.00	\$ 2.95	\$ 41.92	1	Border States
M02097	silicone lubricant, sl-5, 5.3oz	2.00	\$ 19.03	\$ 41.66	1	Border States
M00089	6" pvc 45 degree elbow	1.00	\$ 35.16	\$ 38.48	1	Border States
M00924	#2 solid bare copper wire on 25lb/125ft spools @ 2.07 lb #2 bare, solid	10.00	\$ 2.58	\$ 28.27	1	Border States
M00253	compression connector, (wr885) 4/0-400 to 4/0-500	3.00	\$ 7.53	\$ 24.72	1	Border States
M00804	electrical tape, black	3.00	\$ 7.41	\$ 24.33	1	Border States
M00375	bay-o-net dual sensing fuse link cartridge - 10 amp	1.00	\$ 18.62	\$ 20.38	1	Border States
M01372	35mmx7mm slotted din rail steel	1.00	\$ 14.12	\$ 15.45	1	Border States
M00240	compression connector, (wr159) 6-1 to 6-1	9.00	\$ 1.12	\$ 11.03	1	Border States
M00112	2" pvc female adapter schedule 40	8.00	\$ 0.87	\$ 7.60	1	Border States
M01374	dn-eb35mn end bracket	2.00	\$ 2.35	\$ 5.13	1	Border States
Specialty Part	Padmounted VFI Switchgear	2.00	\$ 70,025.00	\$ 153,284.73	28	Resco
Total Cost For Border States				\$ 448,468.86		
Total Cost for Resco				\$ 153,284.73		
Total Cost				\$ 601,753.59		

City of Garden City		PROJECT #		UE2026-17		
Electric Department		PROJECT NAME		Refinery Baseball Fields		
PO Box 998 - 140 Harvest St.				Border States only		
Garden City, KS 67846		DATE				
Inventory						
Part #	Description	Qty	Unit Cost	Total Cost	Lead Time (Weeks)	Vendor
M00937	MVI 500CR MBAI 15KV220E 16x12 PES SOUTHWIRE	15000	\$ 10.85	\$ 178,132.83	34	Border States
M00936	MVI 4/OCR MBAI 15KV220E 11x14 PES SOUTHWIRE	10300	\$ 5.84	\$ 65,890.93	34	Border States
M01146	750kva 7200/12470y 277/480y 3ø pad mount	1.00	\$ 42,520.27	\$ 46,538.44	1	Border States
M00123	6" ips, hdpe, sdr-17 pipe 40' joints	7840.00	\$ 5.33	\$ 45,736.09	18	Border States
M01067	#6 tray cable 600v awg str cu, xlp 0603XLPGTC	5600.00	\$ 3.94	\$ 24,168.55	1	Border States
M00150	6" grc, 90 degree elbow, 36/48" radius	21.00	\$ 563.22	\$ 12,945.33	1	Border States
M00998	pulling lube, urd	120.00	\$ 89.94	\$ 11,812.72	8	Border States
M00440	15 kv 600 amp elbow terminator 500 mcm cable (K656-LR-L0330) 625BTL33T ELBOW 25KV 600A KIT 500 TP	33.00	\$ 254.62	\$ 9,196.49	6	Border States
M00121	2" hdpe schedule 40 roll pipe, black w/red . pull tape	6300.00	\$ 1.25	\$ 8,639.87	6	Border States
M00042	600 amp, 15 kv, 2 point feed-thru junction (650J2-U)	9.00	\$ 605.86	\$ 5,968.02	14	Border States
M01098	50kva 7200/12470y 120/240 1ø pad mount	1.00	\$ 4,472.96	\$ 4,895.65	1	Border States
M00017	3 phase (large) sectionalizing cabinet (60 x 30 x 30) vault	2.00	\$ 1,958.58	\$ 4,287.33	14	Border States
M01068	600 amp, 15 kv, 3 point feed-thru junction (k650-j3-U (Box))	3.00	\$ 839.35	\$ 2,756.01	18	Border States
M00815	4/0 15kv loadbreak elbow with cold shrink (elastimold 165lr-c-5270-s)	34.00	\$ 70.25	\$ 2,614.21	1	Border States
M00984	4/0 stranded bare copper wire	270.00	\$ 7.01	\$ 2,071.63	1	Border States
M00065	6" pvc conduit schedule 40 bell-end	320.00	\$ 5.29	\$ 1,852.45	1	Border States
M00043	parking stand off plug, 15 kv, 200 amp (elastimold 161sop)	21.00	\$ 63.76	\$ 1,465.49	1	Border States
M01064	17x30x18 concrete open bottom vault with tier 15 cover (electric) logo with bolts (md)	3.00	\$ 408.49	\$ 1,341.28	1	Border States
M01415	10kv elbow surge arrester	10.00	\$ 114.74	\$ 1,255.83	1	Border States
M00559	2.4:1 vt 500va 288/120v	3.00	\$ 375.24	\$ 1,232.10	1	Border States
M00843	terminator kit 15 or 35kv 500kcmil	3.00	\$ 374.07	\$ 1,228.26	8	Border States
M01162	submersible connector #6-600	9.00	\$ 124.43	\$ 1,225.70	8	Border States
M00045	15 kv, 200 amp insulated cap w/ grnd lead (160DRG) (insulated parking bushing) insulated cap (insulator cap)	21.00	\$ 51.69	\$ 1,188.07	1	Border States
M00509	inline fuse holder for street lights (used w/m00502)	17.00	\$ 63.63	\$ 1,183.93	1	Border States
M00532	meter, form 8/9s, **not kyz** elster a3ral demand, kv2c (subs & gccc) (elster stock# zd3210lb0lga0d)	2.00	\$ 401.52	\$ 878.93	1	Border States
M00991	romex wire 12-2 w/ground	1000.00	\$ 0.76	\$ 836.84	1	Border States
M00752	604Y MODEL AP5Y 500:5 EXT.RANGE PAD CT	3.00	\$ 241.33	\$ 792.41	14	Border States
M01373	edison ehcc3du fuse holder 3-pole 13/32"x11/2" din rail mount	4.00	\$ 161.65	\$ 707.70	14	Border States
M00177	6" Split vent cap with (3)-1.84" for 15kv 500mcm urd primary	1.00	\$ 608.54	\$ 666.05	8	Border States
M00535	13 terminal meter socket w/test switches 20a (See Notes Tab)	2.00	\$ 286.93	\$ 628.09	1	Border States
M00926	#4 copper wire on 25lb/124ft spools @ .68 ft #4 solid bare copper	50.00	\$ 9.91	\$ 542.10	1	Border States
M00762	cable positioning bracket (spaghetti) 4/0 cable support rack	9.00	\$ 47.89	\$ 471.74	1	Border States
M00116	6" pvc schedule 40 female adapter	43.00	\$ 9.70	\$ 456.29	1	Border States
M00025	transformer pad vault/box/sleeve 1 phase ConCast FC-38-43-15-2215 (See Notes)	1.00	\$ 406.73	\$ 445.17	1	Border States
M00125	2" watertite compression coupling. *comp. fittings* (watertite)	44.00	\$ 8.96	\$ 431.39	8	Border States
M00749	5/8" x 8' ground rod,13mil cu clad	14.00	\$ 26.99	\$ 413.57	1	Border States
M00263	copper crimpet compression connector, (cf402-1) 4/0 to #2	21.00	\$ 14.07	\$ 323.39	1	Border States
M00551	100:5 jcr-o-ct (current transformer)	2.00	\$ 144.16	\$ 315.57	12	Border States
M00062	2" pvc conduit schedule 40 bell-end	230.00	\$ 1.13	\$ 285.47	1	Border States
M00037	rotatable feed-thru junction, 200 amp, 15 kv	1.00	\$ 219.91	\$ 240.69	1	Border States
M00264	copper crimpet compression connector, (cf-44) #4 to #4 or #6	68.00	\$ 3.23	\$ 240.40	1	Border States
M00971	#10 thhn copper stranded all colors	500.00	\$ 0.43	\$ 236.78	1	Border States
M00157	6" grc coupler	2.00	\$ 95.18	\$ 208.35	1	Border States
M00539	6 terminal meter socket (w/test switches) 20a	1.00	\$ 187.86	\$ 205.61	1	Border States
M00747	tank ground (transformer ground or case grounds)	17.00	\$ 10.72	\$ 199.46	1	Border States
M00146	2" grc 90 degree elbow	5.00	\$ 29.90	\$ 163.63	1	Border States
M00534	socket, 200 amp for 4 term meter	2.00	\$ 74.61	\$ 163.32	1	Border States
M00246	compression connector, (wr379) 4/0 to 6-1	79.00	\$ 1.80	\$ 155.64	1	Border States
M02036	conduit grounding clamp burndy 4 awg 6.5"	1.00	\$ 136.65	\$ 149.56	1	Border States
M00812	pvc glue, contact cement, carlton all weather	4.00	\$ 26.11	\$ 114.30	1	Border States
M00248	compression connector, (wr399) 3/0-4/0 to 1/0-2/0	33.00	\$ 2.38	\$ 85.96	1	Border States
M00407	5 amp edison fuse edcc5 (SEE NOTES TAB)	3.00	\$ 20.71	\$ 68.00	1	Border States
M00746	ground rod clamp 5/8" (wedding band)	22.00	\$ 2.49	\$ 59.96	1	Border States
M00284	red wire nut	300.00	\$ 0.15	\$ 50.40	1	Border States
M00501	10 amp glass fuse (street light)	17.00	\$ 2.47	\$ 45.90	1	Border States
M00078	2" pvc 90 degree elbow	13.00	\$ 2.95	\$ 41.92	1	Border States
M02097	silicone lubricant, sl-5, 5.3oz	2.00	\$ 19.03	\$ 41.66	1	Border States
M00089	6" pvc 45 degree elbow	1.00	\$ 35.16	\$ 38.48	1	Border States
M00924	#2 solid bare copper wire on 25lb/125ft spools @ 2.07 lb #2 bare, solid	10.00	\$ 2.58	\$ 28.27	1	Border States
M00253	compression connector, (wr885) 4/0-400 to 4/0-500	3.00	\$ 7.53	\$ 24.72	1	Border States
M00804	electrical tape, black	3.00	\$ 7.41	\$ 24.33	1	Border States
M00375	bay-o-net dual sensing fuse link cartridge - 10 amp	1.00	\$ 18.62	\$ 20.38	1	Border States
M01372	35mmx7mm slotted din rail steel	1.00	\$ 14.12	\$ 15.45	1	Border States
M00240	compression connector, (wr159) 6-1 to 6-1	9.00	\$ 1.12	\$ 11.03	1	Border States
M00112	2" pvc female adapter schedule 40	8.00	\$ 0.87	\$ 7.60	1	Border States
M01374	dn-eb35mn end bracket	2.00	\$ 2.35	\$ 5.13	1	Border States
Total Cost For Border States				\$ 448,468.86		
				\$ -		
Total Cost				\$ 448,468.86		

BILL OF MATERIALS						
City of Garden City		PROJECT #		UE2026-17		
Electric Department		PROJECT NAME		Refinery Baseball Fields		
PO Box 998 - 140 Harvest St.				Rensen House only		
Garden City, KS 67846		DATE				
Inventory						
Part #	Description	Qty	Unit Cost	Total Cost	Lead Time (Weeks)	Vendor
M00017	3 phase (large) sectionalizing cabinet (60 x 30 x 30) vault	2.00	\$ -	\$ -	Not in Stock	Rensen House
M00025	transformer pad vault/box/sleeve 1 phase ConCast FC-38-43-15-2215 (See Notes)	1.00	\$ 887.80	\$ 971.70	1	Rensen House
M00029	3 phase cabinet ground sleeve, 60 x 30.5 x 18	2.00	\$ -	\$ -	Not in Stock	Rensen House
M00037	rotatable feed-thru junction, 200 amp, 15 kv	1.00	\$ -	\$ -	Not in Stock	Rensen House
M00042	600 amp, 15 kv, 2 point feed-thru junction (650J2-U)	9.00	\$ -	\$ -	Not in Stock	Rensen House
M00043	parking stand off plug, 15 kv, 200 amp (elastimold 161sop)	21.00	\$ -	\$ -	Not in Stock	Rensen House
M00045	15 kv, 200 amp insulated cap w/ grnd lead (160DRG) (insulated parking bushing) insulated cap (insulator cap)	21.00	\$ -	\$ -	Not in Stock	Rensen House
M00062	2" pvc conduit schedule 40 bell-end	230.00	\$ 1.14	\$ 286.98	1	Rensen House
M00065	6" pvc conduit schedule 40 bell-end	320.00	\$ 5.75	\$ 2,013.88	1	Rensen House
M00078	2" pvc 90 degree elbow	13.00	\$ 4.22	\$ 60.04	1	Rensen House
M00089	6" pvc 45 degree elbow	1.00	\$ 43.10	\$ 47.17	1	Rensen House
M00112	2" pvc female adapter schedule 40	12.00	\$ 1.10	\$ 14.45	1	Rensen House
M00116	6" pvc schedule 40 female adapter	43.00	\$ 11.50	\$ 541.23	1	Rensen House
M00121	2" hdpe schedule 40 roll pipe, black w/red . pull tape	6,340.00	\$ 1.52	\$ 10,547.48	14	Rensen House
M00123	6" ips, hdpe, sdr-17 pipe 40' joints	7,840.00	\$ 7.62	\$ 65,386.31	14	Rensen House
M00125	2" watertite compression coupling. comp. fittings (watertite)	44.00		\$ -	Not in Stock	Rensen House
M00127	6" watertite compression coupling (watertite)	34.00		\$ -	Not in Stock	Rensen House
M00146	2" grc 90 degree elbow	5.00	\$ 20.42	\$ 111.75	1	Rensen House
M00150	6" grc, 90 degree elbow, 36/48" radius	21.00	\$ 871.83	\$ 20,038.58	1	Rensen House
M00157	6" grc coupler	1.00	\$ 442.45	\$ 484.26	1	Rensen House
M00177	6" Split vent cap with (3)-1.84" for 15kv 500mcm urd primary	1.00	\$ -	\$ -	Not in Stock	Rensen House
M00240	compression connector, (wr159) 6-1 to 6-1	9.00	\$ 1.68	\$ 16.55	1	Rensen House
M00246	compression connector, (wr379) 4/0 to 6-1	79.00	\$ 2.96	\$ 255.94	1	Rensen House
M00248	compression connector, (wr399) 3/0-4/0 to 1/0-2/0	33.00	\$ 1.34	\$ 48.40	1	Rensen House
M00253	compression connector, (wr885) 4/0-400 to 4/0-500	3.00	\$ -	\$ -	Not in Stock	Rensen House
M00263	copper crimpet compression connector, (cf402-1) 4/0 to #2	21.00	\$ -	\$ -	Not in Stock	Rensen House
M00264	copper crimpet compression connector, (cf-44) #4 to #4 or #6	68.00	\$ -	\$ -	Not in Stock	Rensen House
M00284	red wire nut	300.00	\$ -	\$ -	Not in Stock	Rensen House
M00375	bay-o-net dual sensing fuse link cartridge - 10 amp	1.00	\$ -	\$ -	Not in Stock	Rensen House
M00407	5 amp edison fuse edcc5 (SEE NOTES TAB)	3.00	\$ 10.36	\$ 34.02	1	Rensen House
M00440	15 kv 500 amp elbow terminator 500 mcm cable (K650-LK-1 0230) 625FTL 22T ELBOW 25KV/600A KIT 500 TP	33.00	\$ -	\$ -	Not in Stock	Rensen House
M00501	10 amp glass fuse (street light)	17.00	\$ -	\$ -	Not in Stock	Rensen House
M00509	inline fuse holder for street lights (used w/m00502) meter, form 0/5s, 1 not ky2 - elster load demand, kv2c	17.00	\$ -	\$ -	Not in Stock	Rensen House
M00532	(cubs & gags) (elster steel# 7d2210lb06a0d)	2.00	\$ -	\$ -	Not in Stock	Rensen House
M00534	socket, 200 amp for 4 term meter	2.00	\$ -	\$ -	Not in Stock	Rensen House
M00535	15 terminal meter socket w/test switches 20a (See Notes Tab)	2.00	\$ -	\$ -	Not in Stock	Rensen House
M00539	6 terminal meter socket (w/test switches) 20a	1.00	\$ -	\$ -	Not in Stock	Rensen House
M00551	100:5 jcr-o-ct (current transformer)	2.00	\$ -	\$ -	Not in Stock	Rensen House
M00559	2.4:1 vt 500va 288/120v	3.00	\$ -	\$ -	Not in Stock	Rensen House
M00746	ground rod clamp 5/8" (wedding band)	22.00	\$ 2.09	\$ 50.33	1	Rensen House
M00747	tank ground (transformer ground or case grounds)	17.00	\$ -	\$ -	Not in Stock	Rensen House
M00749	5/8" x 8" ground rod,13mil cu clad	14.00	\$ 22.42	\$ 343.54	Less than a week	Rensen House
M00752	604Y MODEL AP5Y 500:5 EXT.RANGE PAD CT	3.00	\$ -	\$ -	Not in Stock	Rensen House
M00762	cable positioning bracket (spagnetti) 4/0 cable support rack	9.00	\$ -	\$ -	Not in Stock	Rensen House
M00804	electrical tape, black	3.00	\$ 9.90	\$ 32.51	1	Rensen House
M00812	pvc glue, contact cement, carlton all weather	4.00	\$ 14.31	\$ 62.65	1	Rensen House
M00815	4/0 15kv loadbreak elbow with cold shrink (elastimold 16515-6 5270 e)	34.00	\$ -	\$ -	Not in Stock	Rensen House
M00843	terminator kit 15 or 35kv 500kcmil	3.00	\$ -	\$ -	Not in Stock	Rensen House
M00924	#2 solid bare copper wire on 250/125ft spools @ 2.07 lb	10.00	\$ 2,537.34	\$ 27,771.19	1	Rensen House
M00926	#4 copper wire on 250/125ft spools @ .08 lb #4 solid bare copper	214.00	\$ 1.61	\$ 377.33	1	Rensen House
M00936	4/0 str al. primary urd 220mil,1/3 neutral epr 15kv OKONITE	10,300.00	\$ 9.19	\$ 103,602.09	1	Rensen House
M00937	500 mcm al primary urd 220mil,15kv OKONITE	15,000.00	\$ 16.07	\$ 263,829.23	1	Rensen House
M00971	#10 thhn copper stranded all colors	500.00	\$ 0.41	\$ 226.01	1	Rensen House
M00984	4/0 stranded bare copper wire	220.00	\$ 7.49	\$ 1,804.24	1	Rensen House
M00991	romex wire 12-2 w/ground	1,000.00	\$ 0.59	\$ 645.76	1	Rensen House
M00998	pulling lube, urd	120.00		\$ -	Not in Stock	Rensen House
M01064	17x30x18 concrete open bottom vault with tier 15 cover (electric) logo with bolts (md)	3.00	\$ -	\$ -	Not in Stock	Rensen House
M01067	#6 tray cable 600v awg str cu, xlp 0603XLPGTC	5,600.00	\$ 4.19	\$ 25,681.35	1	Rensen House
M01068	600 amp, 15 kv, 3 point feed-thru junction (K650-JS-U (Box))	3.00		\$ -	Not in Stock	Rensen House
M01098	50kva 7200/12470y 120/240 1ø pad mount	1.00	\$ -	\$ -	Not in Stock	Rensen House
M01146	750kva 7200/12470y 277/480y 3ø pad mount	1.00	\$ 54,185.94	\$ 59,306.51	1	Rensen House
M01162	submersible connector #6-600	9.00	\$ -	\$ -	Not in Stock	Rensen House
M01372	35mmx7mm slotted din rail steel	1.00	\$ -	\$ -	Not in Stock	Rensen House
M01373	edison ehcc3du fuse holder 3-pole 13/32"x11/2" din rail mount	4.00	\$ -	\$ -	Not in Stock	Rensen House
M01374	dn-eb35mn end bracket	2.00	\$ -	\$ -	Not in Stock	Rensen House
M01415	10kv elbow surge arrester	10.00	\$ -	\$ -	Not in Stock	Rensen House
M02036	conduit grounding clamp burndy 4 awg 6.5"	1.00	\$ 53.17	\$ 58.19	1	Rensen House
M02097	silicone lubricant, sl-5, 5.3oz	2.00	\$ -	\$ -	Not in Stock	Rensen House
M02194	padmount transformer secondary lug (8) hole, 500kcmil (500kcmil-8) (PTLZCC500-8USLP)	3.00	\$ -	\$ -	Not in Stock	Rensen House
Total Cost for Rensenhouse				\$ 584,649.64		
Total Cost				\$ 584,649.64		

GARDEN CITY
— KANSAS —
MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Danielle B. Burke, Deputy City Manager
DATE: September 1, 2026
RE: Sales Tax Oversight Board Appointments

ISSUE:

The Governing Body is asked to consider and approve appointing the existing Sales Tax Oversight Committee for the 2017 County Sales Tax Ballot Issue to also serve as the Sales Tax Oversight Committee for the 2025 County Sales Tax Ballot Issue.

BACKGROUND:

In 2017, an interlocal agreement between Finney County and Garden City identified a Sales Tax Oversight Committee to meet quarterly and review the expenditures funded by the sales tax/bond proceeds, and then report annually their observations as to the appropriateness of the expenditures to the ballot language.

A similar clause was included in the interlocal agreement between the same agencies in advance of the 2025 County Sales Tax ballot issue. That issue has passed and expenses are now being incurred and ready for review by the next quarterly meeting of the existing Sales Tax Committee.

The current members of the Sales Tax Oversight Committee include:

- Duane Drees
- Chris Law
- Tim Miller
- Mayor Nguyen
- County Commissioner Schultz
- Kathleen Whitley

ALTERNATIVES:

1. The Governing Body may appoint the existing Sales Tax Oversight Committee for the 2017 County Sales Tax Ballot Issue to also serve as the Sales Tax Oversight Committee for the 2025 County Sales Tax Ballot Issue.
2. The Governing Body may appoint a separate group to serve as the Sales Tax Oversight Committee for the 2025 County Sales Tax Ballot Issue.

RECOMMENDATION:

Staff recommends the Governing Body appoint the existing Sales Tax Oversight Committee for the 2017 County Sales Tax Ballot Issue to also serve as the Sales Tax Oversight Committee for the 2025 County Sales Tax Ballot Issue.

FISCAL NOTE:

There is no fiscal note for the operation of the Sales Tax Oversight Committee.

GARDEN CITY
— KANSAS —
MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Fred Jones, Director of Public Works & Utilities
DATE: August 25, 2026
RE: State Water Infrastructure Grant Fund (SWIG) for FY 2027 Funding

ISSUE:

The Governing Body is asked to permit the City to submit a grant application to the State Water Infrastructure Grant Fund (SWIG) for FY 2027 funding.

BACKGROUND:

The City and Finney County have been working together to develop an agreement to share the cost of the NE Sewer Interceptor Design. The topic has been discussed previously at two separate joint sessions of the Governing Bodies of Finney County, City of Garden City, and City of Holcomb. Today, staff requests permission to submit an application for the State Water Infrastructure Grant (SWIG) to help offset the project's design costs.

Recent changes to the grant funds managed by the Kansas Water Office as a result of HB 2462, which was passed in this year's session. The bill provides additional opportunities for larger communities to compete for funds and emphasizes projects that involve local and regional collaboration, economic impact, and conservation and extreme-weather resilience. All of which are areas we believe will score well in the review process.

The design task order for the NE Sewer Interceptor Design is \$1,175,000 and includes tasks to study construction funding options and the potential development of a sewer benefit district for this restructuring project, which accounts for benefits to the City and the County. If awarded, grant funds would offset the cost impact for the design task order. The grant application must be submitted to the Kansas Water Office by September 15, 2026.

ALTERNATIVES:

1. The Governing Body may approve the preparation of a grant application for the State Water Infrastructure Grant fund for FY2027 funding.
2. The Governing Body may decline to approve the preparation of a grant application for the State Water Infrastructure Grant fund for the FY2027 funding cycle.

RECOMMENDATION:

Staff recommends approve the preparation of a grant application for submission to the State Water Infrastructure Grant Fund for FY2027 funding.

FISCAL NOTE:

If awarded, grant funds would be used to offset the cost of the NE Interceptor Design task order,

which will be executed when an agreement with Finney County is reached and presented to the Governing Body for approval at a future meeting. The maximum award from the SWIG fund cannot exceed \$1,000,000.

GARDEN CITY
— KANSAS —
MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Fred Jones, Public Works & Utilities Director
DATE: August 25, 2026
RE: Alley Improvement Project - 523 N. Main Street

ISSUE:

The Governing Body is asked to reject the bid for the 523 N. Main Street Alley Improvement Project.

BACKGROUND:

Staff solicited bids on July 07, 2026, for the 523 N. Main Street Alley Improvement project. The proposed work consisted of repairs to the north half of the alley west of 523 N. Main St. The repairs were part of a two-year plan to remove and replace severely damaged alley mainline pavement, with last year being the first step in repairing the south half of the alley mainline pavement.

One bid was received on August 11, 2026, from Lee Construction LLC for \$92,258.00. Based on historical costs, staff estimated the project at approximately \$55,000.00. However, due to increasing costs, the submitted bid exceeded the estimate and the 2026 budget by 60%. Staff will rebid the project at a later date.

ALTERNATIVES:

1. The Governing Body may reject the bid of \$92,258.00 submitted by Lee Construction LLC.
2. The Governing Body may provide alternative direction to staff.

RECOMMENDATION:

Staff recommends rejecting the bid of \$92,258.00 submitted by Lee Construction LLC.

FISCAL NOTE:

Funds for the project were allocated from the Electric Fund - Contracted Contractors (GL: 50151511-5274) to restore the alley after utility improvements.

ATTACHMENTS:

[Lee Const. Bid - 523 N. Main Street Alley - 08-11-26](#)

BID SHEET & CERTIFICATION

The City of Garden City, Kansas (City) seeks competitive sealed bids for improvements to **City of Garden City Alleyway & Right-of-way Improvements**. The City seeks competitive sealed bids for improvements to the City's Alleyway, Right-of-way infrastructure, and road northwest of 519 N. Main St. The City desires to engage a licensed contractor to excavate, backfill, grade, remove and replace concrete mainline, and coordinate with City's Electric Department to aid in the City's electrical infrastructure improvements in the area to meet plan specifications. Electrical work will be performed by others or by the City's electric department.

Early Start Date: Monday 08/17/2026

Late Start Date: Monday 09/14/2026

PROPOSED START DATE: 9/14/26, 2026.

(A) - Alley mainline improvements

Amount: \$ 62,998.00

(B) - Right-of-way Alley approach

Amount: \$ 10,885.00

(C) - Mainline Improvements (optional)

Amount: \$ 18,375.00 - 30 days

3rd Party testing:

Who: Terracon

Total Project Amount: \$ 92,258.00

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same material, supplies, equipment, or service, that it meets or exceeds all specifications contained herein and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid, all specifications as stated, and prices, and certify that I am authorized to sign for the bidder.

Company Name: Lee Construction Inc

Company Address: 413 Campus, Garden City, KS 67846

Taxpayer Identification Number (T.I.N.): 48-0846705

Telephone No. 620-276-6811 Fax No. 620-276-3980

Email Address: mattlee@wbsnet.org

Print Name: Matt Lee

Signature: 

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Jennifer V. Cunningham, City Attorney
DATE: September 1, 2026
RE: Settlement Agreement with Conco for Shooting Range Facility

ISSUE:

The Governing Body is asked to consider and approve a Settlement Agreement between the City of Garden City and Conco LLC formerly known as Conco, Inc., resolving the City's construction defect claims relating to water intrusion at the Garden City Police Department Shooting Range Facility, Project PD1806-01.

BACKGROUND:

The City contracted with Conco, Inc. in 2021 for construction of the Police Department shooting range facility located at 2250 South Old Highway 83, including site demolition and preparation, foundation and soils work, construction of the building and interior, site work and utilities, and coordination and installation of specialized gun range equipment.

Following completion of the Project, the City experienced persistent roof leaks and water intrusion at the facility, including water entering at the front of the range and at the base of the classroom wall. D.V. Douglass Roofing, Inc. assessed the roof deficiencies and, by proposal dated October 1, 2025, quoted metal roof repairs at \$19,294.00. Review of the architectural prints and site conditions by a licensed contractor identified additional construction errors, including finished grade that did not meet the eight-inch dimension shown on the slab design drawing and an unsealed window header on the south face of the building lacking the required backer rod and sealant. Estimated drywall, paint, and base repairs associated with the window header totaled \$5,000.00.

On February 19, 2026, the City Attorney issued a formal demand letter to Conco citing the correction period and general warranty provisions of the Contract Documents and demanding that Conco either complete the necessary repairs at no cost to the City or reimburse the City \$24,294.00 for the cost of remediation. Conco responded, retained its own personnel to investigate the reported conditions, and the parties negotiated the attached Settlement Agreement in lieu of litigation.

Under the proposed Settlement Agreement, Conco will perform the following at its sole cost and expense:

- South entryway roof area: The leaks in this area were repaired by D.V. Douglass Roofing in July 2025 after it was determined that water was wicking through the split face CMU block, which was re-painted and re-sealed. No leaks have been reported in this area since. Conco extends the Agreement's twelve-month warranty to this area.
- Ground-level water infiltration on the southeast side: Conco will remove the existing river

rock and weed barrier, seal the brick control joints down to footing elevation, re-grade to establish and maintain positive eastward drainage, install new weed barrier and river rock, and then replace, prime, paint, and re-trim the affected conference room drywall and floor base.

- Sealant deficiencies on the southeast face: Conco will remove all deficient sealant at the window and brick conjunctions, including the uncaulked window head and inadequately tooled sealant, and re-seal in accordance with the sealant manufacturer's written installation requirements.
- D.V. Douglass Roofing invoice: Conco will pay D.V. Douglass Roofing \$2,500.00 in full satisfaction of Invoice No. 100 dated October 9, 2025, which was billed to the Police Department shooting range for miscellaneous roof leak repairs made on multiple trips. Conco will deliver written evidence of payment along with a waiver and release of any claim against the City, the Project, or any bond furnished in connection with the Project.

All repair work must be completed on or before October 31, 2026, with time of the essence and extension only by written agreement of both parties. Because the facility is an operating law enforcement building, Conco must give the City five business days' advance written notice before starting work, coordinate scheduling with the Chief of Police or the Chief's designee, comply with all City security and screening requirements, avoid unreasonable interference with range operations, secure the work area daily, and restore the site upon completion. Conco must also carry commercial general liability insurance of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, naming the City as an additional insured, together with automobile liability and statutory workers compensation coverage, and must indemnify the City for claims arising from the repair work.

The Agreement is structured to protect the City until the work is actually completed and accepted. The City has thirty days after Conco's notice of completion to inspect the work, and may retain an independent consultant to do so; nonconforming items must be corrected within fifteen days and re-inspected. Conco warrants the repair work and the south entryway roof area against defects and any recurrence of water intrusion for twelve months following acceptance, including resulting interior damage. The City's covenant not to sue becomes effective only upon acceptance, and applicable statutes of limitation and repose are tolled through sixty days after acceptance. The Agreement releases only the identified defects, preserves all other rights and warranties under the original contract, and expressly does not waive the City's protections under the Kansas Tort Claims Act.

ALTERNATIVES:

1. The Governing Body may approve the Settlement Agreement with Conco LLC formerly known as Conco, Inc. and authorize the Mayor to execute the Agreement on behalf of the City.
2. The Governing Body may not approve the Settlement Agreement and re-direct staff, in which case the City would retain all claims arising out of the alleged defects and would need to consider pursuing repair costs from Conco, its surety, or both, through litigation or further negotiation.

RECOMMENDATION:

Staff recommends the Governing Body approve the Settlement Agreement with Conco LLC formerly known as Conco, Inc. and authorize the Mayor to execute the Agreement on behalf of the City.

FISCAL NOTE:

The Settlement Agreement requires no expenditure of City funds. All repair work is to be performed by Conco at its sole cost and expense. In addition, Conco assumes and will pay directly the outstanding \$2,500.00 D.V. Douglass Roofing invoice that was billed to the shooting range, relieving the City of that obligation. The Agreement resolves repair claims for which the City had demanded \$24,294.00 in reimbursement, without litigation. Each party bears its own attorney fees, with the prevailing party entitled to recover reasonable fees and costs in any future action to enforce the Agreement.

ATTACHMENTS:

[Settlement Agreement](#)

SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter “Agreement”) is made and entered into as of this ____ day of _____, 2026 (the “Effective Date”), by and between the City of Garden City, Kansas, a municipal corporation (the “City”) and Conco LLC f/k/a Conco, Inc. (“Conco”), (each individually a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, Conco entered into a contract with the City dated April 3, 2021 (the “Contract”), for the construction of a gun range facility for the Garden City Police Department a/k/a “Project PD1806-01” (the “Project”); and

WHEREAS, following completion of the Project, the City identified certain alleged defects in the work performed by Conco related to roof leaks and water intrusion into the facility, which defects are itemized in the demand letter from the City to Conco dated February 19, 2026, which letter is attached hereto as Exhibit A (the “Alleged Defects”); and

WHEREAS, the Parties desire to settle and compromise any and all disputes existing between them with respect to the Alleged Defects.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are incorporated herein and are adopted as an agreement between the Parties.

2. **Repair Work.** Conco shall, at its sole cost and expense, perform and complete the following work (collectively, the “Repair Work”):

a. Water infiltration from the roof, near and along the south entryway: The leaks that have occurred throughout this roof area have been repaired by D.V. Douglas. Conco spoke with Aaron Douglas at D.V. Douglas Roofing regarding these repairs. Aaron stated that after multiple trips to repair the roof along this area, it was discovered that water was wicking through the split face CMU block. D.V. Douglas then re-painted the split face block, which re-sealed the block. This work was done in July of 2025, and according to reports from local staff, no leaks have occurred from this area since the repairs were made. Conco represents that no leaks have been reported in this area since those repairs were completed, and the warranty set forth in this Agreement shall apply to the south entryway roof area to the same extent as it applies to the Repair Work. See Exhibit B.

b. Water infiltration at ground level, from the southeast side of the building: Conco believes that heavy/flash flood rain events have had the ability to build up on this corner and push into the building due to a lack of positive eastward grade. Additionally, if enough water collects due to heavy/flash flood events, it has the possibility of pushing under the brick flashing due to the unsealed brick control joints near footing elevation. Conco shall remove the 4”-6” of river rock and weed barrier, seal the brick control joints

down to the footing elevation, re-grade the area to establish and maintain positive eastward drainage, and install new weed barrier with 1”-2” of river rock. After the exterior repairs are completed, Conco shall replace and repair the conference room drywall, prime and paint the drywall, and re-install the floor base. See Exhibit C.

c. Sealant deficiencies throughout the brick and windows on the southeast face of the building: Conco located multiple sealant deficiencies throughout the window and brick conjunctions on the southeast face of the building, namely: one uncaulked window head and multiple “pinholes” in inadequately tooled sealant. Conco shall remove all areas of deficient sealant throughout the southeast face of the building and shall properly re-seal these areas in accordance with the sealant manufacturer’s written installation requirements. See Exhibit C.

d. All above repairs shall be completed on or before October 31, 2026 (the “Completion Date”). Time is of the essence as to that date, which may be extended only by a written instrument signed by both Parties.

e. In addition, Conco shall pay to D.V. Douglas Roofing the sum of \$2,500.00, in payment in full of the invoice attached hereto as Exhibit D, and shall deliver to the City written evidence of that payment together with a written waiver and release from D.V. Douglas Roofing of any claim against the City, the Project, or any bond furnished in connection with the Project arising from or relating to that invoice.

3. **Standard of Performance.** Conco shall perform the Repair Work in a good and workmanlike manner, by properly licensed and insured personnel, in accordance with the requirements of the Contract, all applicable codes and ordinances, and the written requirements of the manufacturers of all materials used.

4. **Access and Coordination.** The Parties acknowledge that the Project is an operating law enforcement facility. Conco shall provide the City not less than five (5) business days’ advance written notice before commencing any portion of the Repair Work; shall schedule and coordinate all work with the Chief of Police or the Chief’s designee; shall comply with all security, identification, and personnel screening requirements imposed by the City for access to the facility; shall conduct the work so as not to unreasonably interfere with range operations or other Police Department functions; shall secure the work area at the end of each working day; and shall restore the site and remove all debris upon completion. Without limiting the foregoing, the City shall allow reasonable access sufficient to enable Conco to complete the Repair Work by the Completion Date.

5. **Inspection and Acceptance.** Upon completion of the Repair Work and Conco’s delivery of the evidence of payment and waiver described above, Conco shall deliver written notice of completion to the City. The City shall have thirty (30) days from receipt of that notice to inspect the Repair Work, and may engage an independent consultant of its choosing for that purpose. Within that period the City shall deliver to Conco either (i) written acceptance of the Repair Work (“Acceptance”) or (ii) a written list of items the City contends are incomplete or nonconforming. Conco shall correct incomplete or nonconforming items within fifteen (15) days of receipt of the

list, after which the inspection procedure set forth in this paragraph shall be repeated as to the corrected items. The City shall not unreasonably withhold Acceptance.

6. **Warranty.** Conco warrants the Repair Work, and the south entryway roof area described above, against defects in materials and workmanship and against any recurrence of water intrusion, for a period of twelve (12) months following Acceptance. Upon written notice from the City during the warranty period, Conco shall promptly investigate and correct, at its sole cost and expense, any defect or recurrence of water intrusion in the areas addressed by this Agreement, including any resulting interior damage. The warranty set forth in this paragraph is in addition to, and not in lieu of, any warranty provided under the Contract or available to the City at law, to the extent not otherwise expired.

7. **Covenant Not to Sue; Effective Only Upon Acceptance.** Effective upon, and only upon, Acceptance, the City does hereby agree to fully, finally and irrevocably covenant not to sue Conco and any of their past or present agents, servants, employees, shareholders, officers, directors, related entities, successors and assigns, for claims arising out of or related to the Alleged Defects, except as set out in this Agreement. The City acknowledges and agrees it expressly waives all of its rights to claim damages against Conco arising out of the Alleged Defects referred to above. The City agrees that upon Acceptance it will have accepted the performance described above as a complete compromise of a matter involving disputed issues of law and fact and fully assumes the risks that the facts or law may be otherwise than it believes. Until Acceptance occurs, the covenant not to sue set forth in this paragraph is of no force or effect and the City retains all claims and remedies of every kind arising out of the Alleged Defects; notwithstanding, the City shall not sue nor exercise any rights or remedies arising out of the Alleged Defects so long as Conco is not in breach of this Agreement. Nothing in this agreement is intended to be construed as a release of or a covenant not to sue any other persons or entities. Nothing in this agreement is intended to be construed as a release of or a covenant not to sue Conco or any other party or entity for any other failure or deficiency arising from the Contract. Nothing in this paragraph is intended to be construed as a release of or a covenant not to sue Conco for the work to be performed under this Agreement or for the warranty set forth above.

8. **Tolling.** From the Effective Date through the date sixty (60) days after Acceptance, all applicable statutes of limitation and statutes of repose, and any defense of laches, waiver, or estoppel based upon the passage of time, are tolled as to all claims of the City arising out of or relating to the Alleged Defects and the Contract.

9. **Attorney's Fees.** The Parties herein expressly agree that each Party is responsible for its own attorney fees arising in conjunction with this Agreement. In any action to enforce this Agreement, however, the prevailing Party shall be entitled to recover its reasonable attorney fees and costs.

10. **Disputed Claims.** The Parties acknowledge that this Agreement is a settlement of disputed claims and is not an admission of liability or wrongdoing by any Party to this Agreement.

11. **Representations; Entire Agreement.** Each Party represents to the other that it has full power and authority to enter into and perform this Agreement and that the individual executing

this Agreement on its behalf is duly authorized to bind it. Conco further represents that Conco LLC is the successor by conversion to Conco, Inc., that it retains the liabilities and obligations of Conco, Inc. under the Contract, and that it is in good standing and authorized to transact business in the State of Kansas. The City represents to Conco that it is the entity entitled to make a claim for the Alleged Defects. Each Party acknowledges and represents that this Agreement is executed without reliance upon any agreement, promise, statement or representation by or on behalf of the other except as set forth herein, and that the other has made no promises, representations or warranties whatsoever, whether expressed or implied, which are not contained herein in writing concerning the matters herein set forth. Each Party represents that it has read this Agreement and is fully aware of its contents and legal effect. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations and discussions, whether oral or written, concerning that subject matter. The Contract remains in full force and effect according to its terms, and nothing in this Agreement modifies, supersedes, or releases any right, warranty, indemnity, insurance obligation, or remedy of the City under the Contract except with respect to the Alleged Defects as expressly provided above.

12. **Insurance.** Prior to commencing any portion of the Repair Work, and at all times during its performance, Conco shall maintain commercial general liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, automobile liability coverage, and workers compensation coverage in the amounts required by Kansas law. Conco shall name the City as an additional insured on its commercial general liability policy with respect to the Repair Work and shall deliver certificates of insurance evidencing the foregoing to the City before commencing work.

13. **Indemnification.** Conco shall defend, indemnify and hold harmless the City and its officers, officials, employees and agents from and against any and all claims, demands, suits, losses, damages, liabilities, costs and expenses, including reasonable attorney fees, arising out of or resulting from the performance of the Repair Work by Conco or any of its subcontractors, agents or employees, except to the extent caused by the negligence of the City.

14. **No Waiver of Governmental Immunity.** Nothing in this Agreement shall be construed as a waiver of any defense, immunity, limitation of liability, or notice requirement available to the City under the Kansas Tort Claims Act, K.S.A. 75-6101 et seq., or under any other provision of law, to the extent applicable.

15. **Notices.** All notices under this Agreement shall be in writing and shall be delivered personally, by nationally recognized overnight courier, or by certified mail, return receipt requested, to the addresses set forth below the Parties' signatures, or to such other address as a Party may designate by written notice.

16. **Public Record.** The Parties acknowledge that the City is a public agency subject to the Kansas Open Records Act, K.S.A. 45-215 et seq., and that this Agreement is a public record subject to disclosure. Nothing in this Agreement imposes any obligation of confidentiality upon the City.

17. **Amendment.** This Agreement may be amended only by a written instrument signed by both Parties.

18. **Binding Effect.** This Agreement shall be binding upon each of the Parties to this Agreement and upon their respective heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of each of the Parties to this Agreement to their respective heirs, administrators, representatives, executors, successors and assigns.

19. **Governing Law and Venue.** This Agreement shall be construed and interpreted exclusively under and pursuant to the laws of the State of Kansas. The exclusive venue for any action arising out of or relating to this Agreement shall be the District Court of Finney County, Kansas.

20. **Signature.** This Agreement may be executed by electronic or facsimile signature, and an electronic facsimile signature shall constitute an original signature for all purposes. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, or in multiple originals, and all such counterparts or originals shall for all purposes constitute one contract.

IN WITNESS WHEREOF, the parties have executed this agreement in multiple counterparts, each of which shall be considered an original, as of the day and year first above written.

Executed the date first above written.

The City of Garden City, Kansas

By: _____
Name: Tom Tam Nguyen
Title: Mayor

ATTEST:

Celyn Hurtado, City Clerk

APPROVED AS TO FORM:

Jennifer V. Cunningham, City Attorney

Conco LLC f/k/a Conco, Inc.

By: _____

Name:

Title:

Exhibit A



DOERING | GRISELL | CUNNINGHAM^{P.A.}
ATTORNEYS AT LAW

MICHAEL G. DOERING
JACOB M. CUNNINGHAM
JENNIFER V. CUNNINGHAM
JAMES R. DUMMERMUTH

312 N. 8TH STREET, SUITE A
GARDEN CITY, KANSAS 67846
TEL: (620) 275-8084
FAX: (620) 312-3328

MIKED@DGC.PA.LAW
JACOB@DGC.PA.LAW
JENNIFER@DGC.PA.LAW
JAMESD@DGC.PA.LAW

February 19, 2026

Conco, Inc.
3051 North Ohio Street
Wichita, Kansas 67219

Re: Demand for Remediation Costs – GCPD Shooting Range Facility

Dear Craig Nelson,

As the City Attorney, I am writing on behalf of the City of Garden City, Kansas (hereinafter “City”) regarding the contracted project performed by Conco, Inc. on the Garden City Police Department Shooting Range Facility a/k/a “Project PD1806-01” located at 2250 South Old Highway 83, Garden City, Kansas. As you are aware, Conco, Inc. was retained by the City under a contract dated April 23, 2021, to complete site demolition and preparation, foundation and soils work, construction of the gun range facility building and interior, site work and utilities including a septic system, and coordination and installation of specialized gun range equipment. As the Authorizing Contractor on the Performance Bond Craig Nelson, CEO and President of Conco, Inc. and Surety authorized by Myriah Valdivia on behalf of Western Surety Company. Full scope of Project PD1806-01 attached as **Exhibit A**.

Pursuant to **Section 15.08 of the Contract Documents**, Conco, Inc. remains contractually obligated to correct any defective work identified within one year of Substantial Completion, or longer if specified by applicable guarantees. This correction period is not a limitation on the City's rights, but rather a proactive window intended to allow the City to identify and resolve defects—including those that may only become apparent during actual use of the facility—without resorting to litigation.

EXHIBIT A

Under this provision, Conco, Inc. is required to:

- Correct defective repairs to the site and adjacent areas used during construction;
- Correct defective work;
- Remove and replace rejected work with non-defective work;
- Repair damage to other work or property resulting from defective work.

This correction period is enforceable through the performance and payment of bonds issued under **Section 6.01.A**, which remain in effect until one year after final payment or the end of the correction period, whichever is later.

Beyond the correction period, Conco, Inc. remains subject to the general warranty and guarantee obligations outlined in **Section 7.17**, which requires that all work conforms to the Contract Documents and be free of defects. While enforcement of these obligations may require litigation, they are not time-barred by the expiration of the correction period. Rather, they are governed by applicable statutes of limitations and repose, which preserve the City's right to pursue claims for latent or significant defects that arise thereafter.

Since the opening of the range, the City has experienced persistent roof leaks that indicate significant deficiencies in the final product. These issues fall squarely within the correction period and scope of work. The most recent and severe water intrusion occurred during the late night/early morning hours of August 24–25, when leaks were observed at the front of the range and at the base of the wall in the classroom—areas that had not previously exhibited water penetration. This incident marks the first occurrence of water intrusion from these locations, further underscoring the inadequacy of the installation.

The deficiencies identified include, but are not limited to:

- Improper flashing and sealing at roof-to-wall transitions, allowing water infiltration during heavy rainfall.
- Poor workmanship in roof membrane installation, leading to compromised integrity and recurring leaks.
- Evidence of standing water and insufficient drainage, contributing to accelerated deterioration of roofing materials.

These conditions have been professionally assessed by D.V. Douglass Roofing, Inc., which provided a comprehensive repair quote of \$19,294.00. This estimate includes labor, materials, insurance, and clean-up. Supporting documentation, including the detailed assessment and photographs of the deficiencies, is attached as **Exhibit B**.

In addition to the deficiencies identified in the roofing assessment, further review of the architectural prints and site conditions by a licensed contractor revealed multiple construction errors. Specifically, **Exhibit C** shows the Slab Design Drawing outlining that the finished grade should be positioned 8 inches below the slab elevation and level with the bottom of the brick ledge. However, the Exhibit C photos also show that the contractor was unable to properly waterproof the framed wall-to-slab transition, as evidenced by the failure to meet the 8-inch requirement.

As another example, at the far east window on the south side of the building, the header above the window was not sealed correctly. We cannot accurately estimate the repair of cost without taking the bricks off to fully recognize the damage it may have caused. The estimate cost for the drywall, paint and base is \$5,000.00. The gap above the window opening lacks the required Backer Rod, and the joint has not been filled with the specified sealant as required by standard installation practices in the Alliance Building Erection Guide. This omission exposes the building envelope to wind-driven rain and water infiltration. **Exhibit D** includes the Alliance Building Erection Guide (reference pages 73–74 for framed opening trim details and pages 75–76 for repeat window header instructions) and attached photos depicting one of the discovered defect areas.

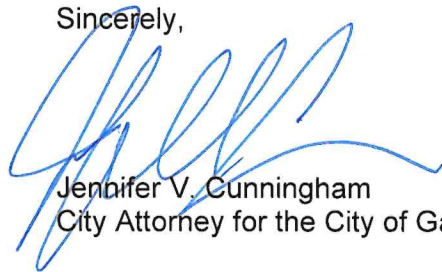
Conco, Inc., is hereby notified that it is responsible for promptly addressing the documented deficiencies at no cost to the City. The City offers Conco the opportunity to either:

1. Complete the necessary repairs to correct the defects identified in Exhibit B and Exhibit C, in full compliance with the Contract Documents and within a reasonable timeframe;
OR
2. Reimburse the City for the cost of remediation as quoted by D.V. Douglass Roofing, Inc., totaling \$19,294.00 and reimburse the City for the cost of drywall, paint and base, totaling \$5,000.00. Total for reimbursement is \$24,294.00.

This correspondence serves as a formal and final demand for immediate remedy of the deficiencies identified in the GCPD Shooting Range Facility project. Accordingly, the City demands that Conco, Inc. respond within 30 days of the date of this letter, indicating whether it will (1)

complete the necessary repairs to correct the defects identified in Exhibit B, in full compliance with the Contract Documents, or (2) reimburse the City in the amount of \$19,294.00 for the cost of remediation as quoted by D.V. Douglass Roofing, Inc. and reimburse the City for drywall, paint and base in the amount of \$5,000.00. Failure to provide notice of intent and resolve this matter within the stated timeframe may result in the City pursuing all available legal remedies, including but not limited to litigation for breach of contract and recovery of damages.

Sincerely,



Jennifer V. Cunningham
City Attorney for the City of Garden City

JVC:tt

Pc:

W:\RDG\CITY\POLICE\GUN RANGE\Demand Letter for GCPD Gun Range Final.docx

Exhibit B



October 1, 2025

To GCPD:

Metal Roof Repairs

We hereby submit to provide material, labor, tools and equipment to complete Metal Roof Repairs for GCPD Shooting Range located in Garden City, KS.

Section Roof Repairs

- Power Wash entire roof area
- Coat all metal roof fasteners
- Install coating and membrane at roof laps, ridge, and rake areas

Section Sheet Metal Flashing and Trim

- Install new 24g metal counter flashings at concrete wall to metal flashing
- Install Z flashing at roof to counter flashing and seal from back side

Base Bid

Labor, material, insurance and clean up\$ 19,294.00

Exclusions:

Installation of structural decking or any connection assemblies not specifically called out above.

Accepting the physical properties or attachment of structural decking and/or its moisture content.

Any and all vapor and moisture barriers, weather barriers, sheet waterproofing, or fluid-applied waterproofing and patching thereof.

Any expansion joint assemblies not associated with the above work.

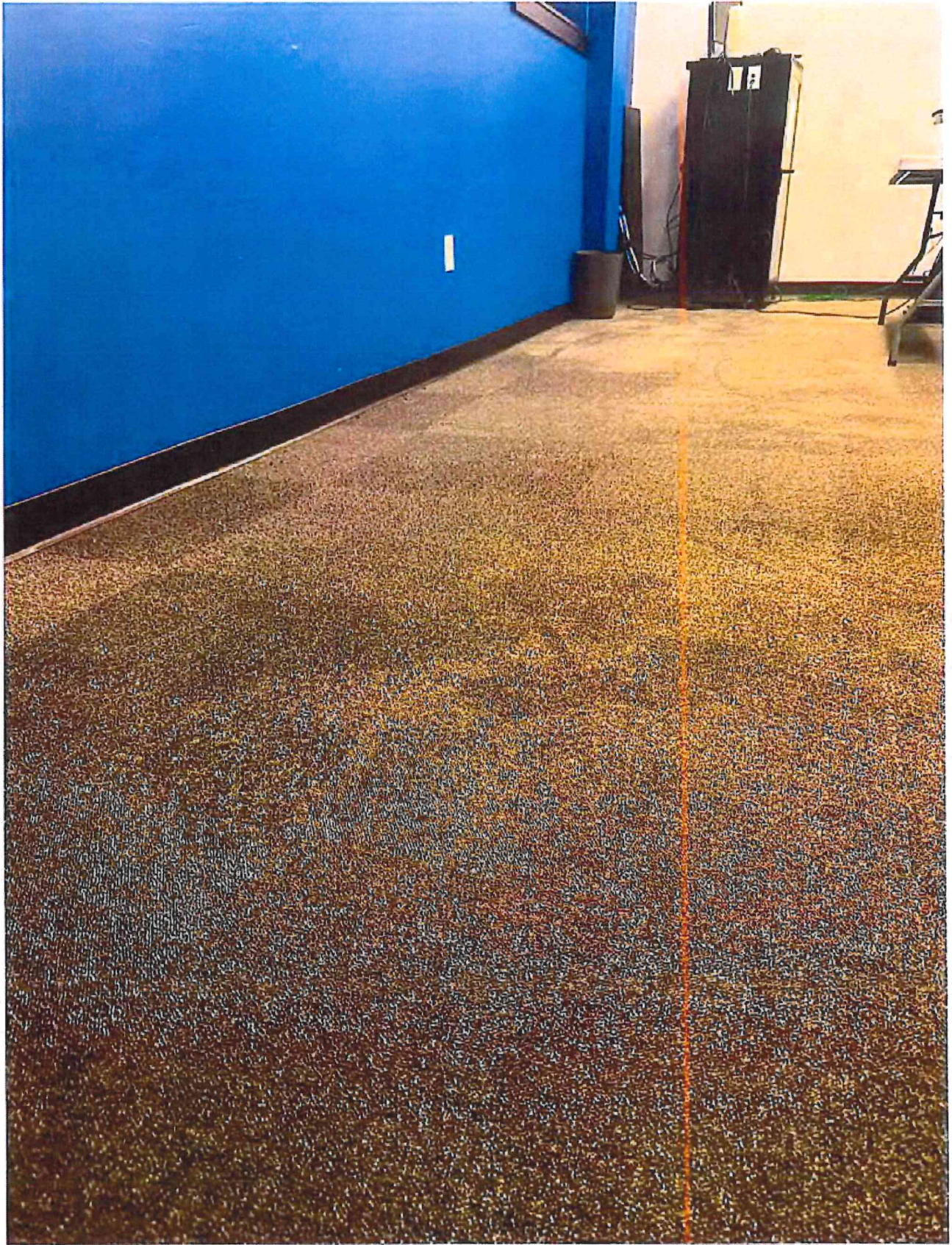
Tax Exemption Certificate required for sales tax savings

Over 100 Years Combined Experience

EXHIBIT B

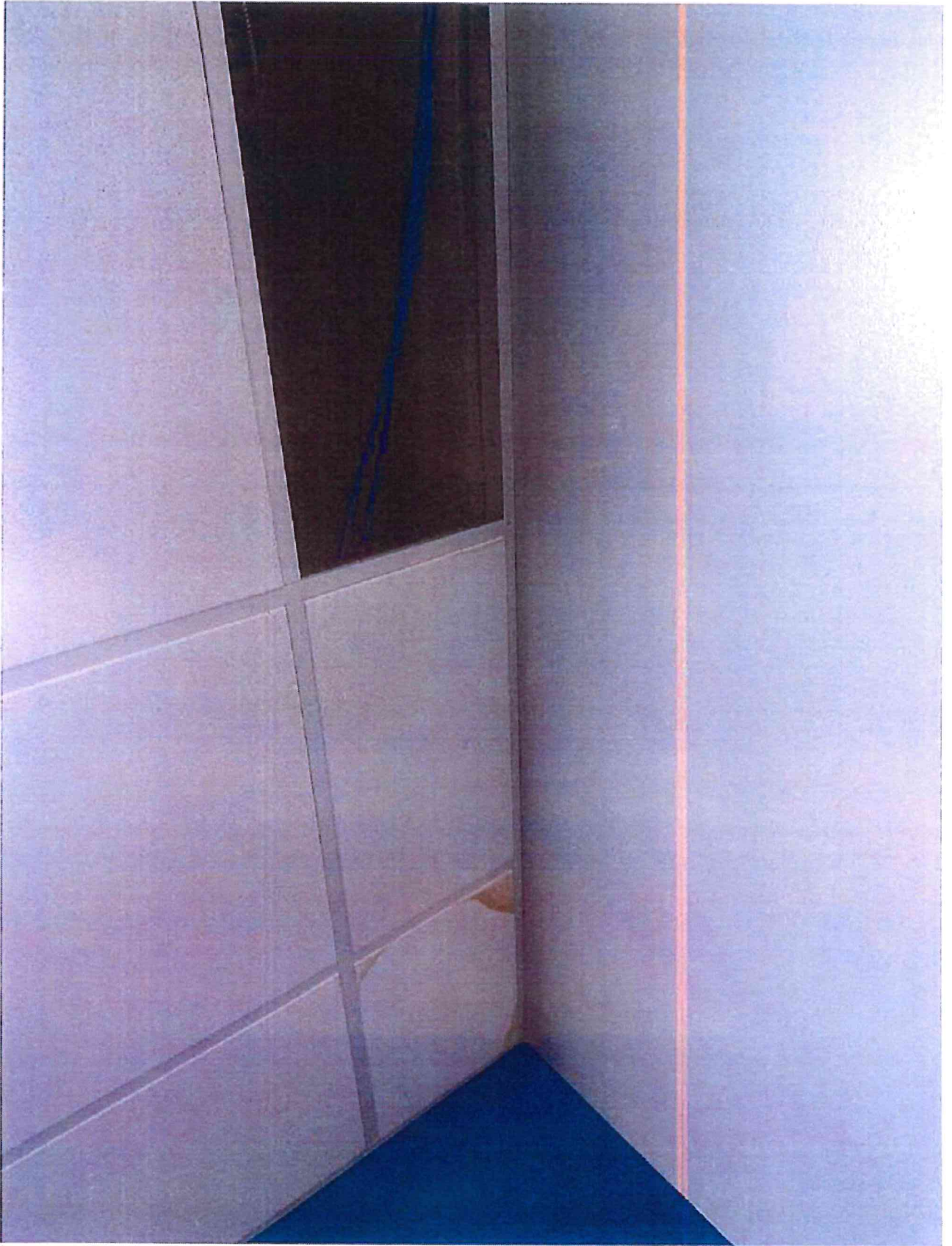
Exhibit C







Front Entry





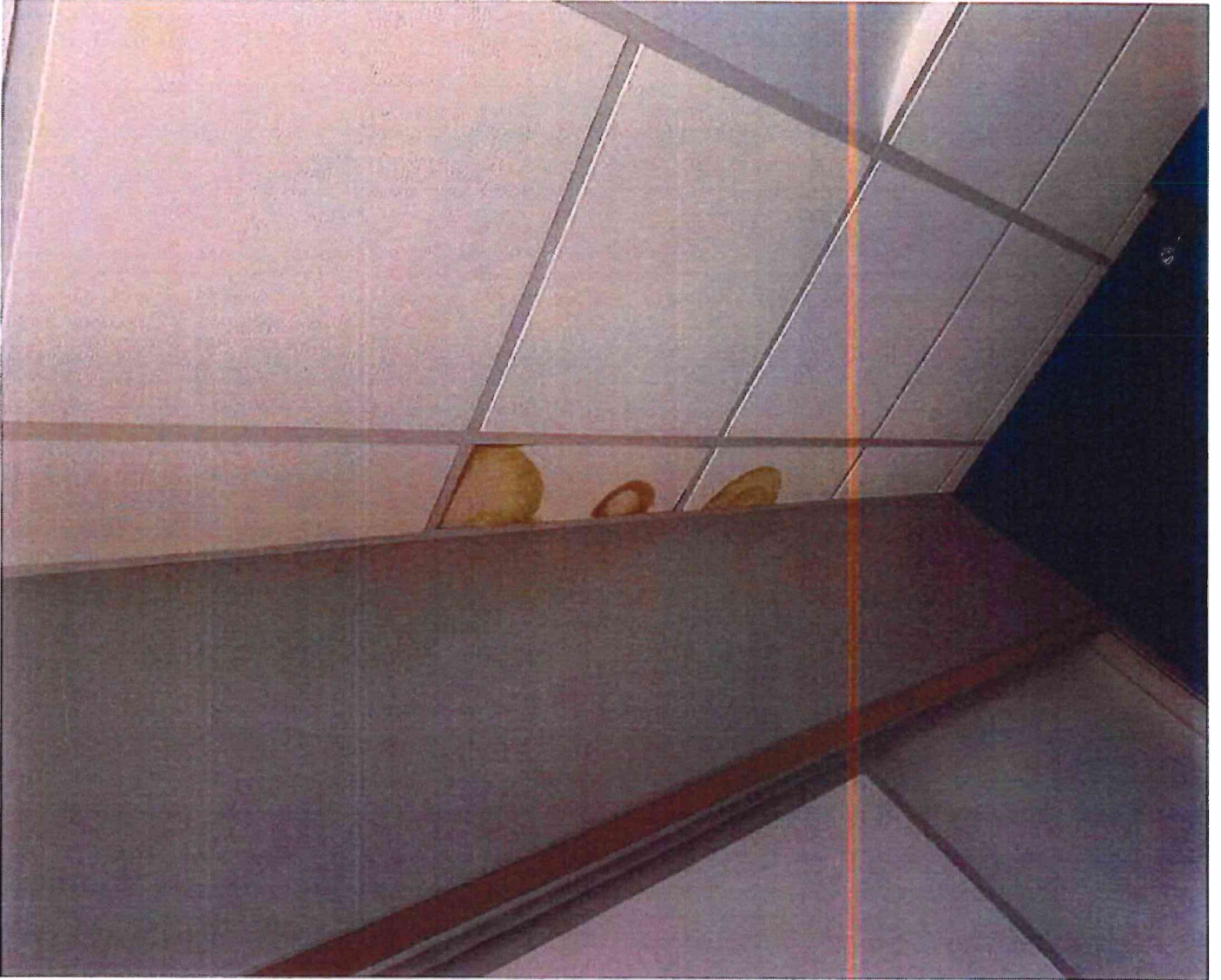






Exhibit D

D.V. DOUGLASS ROOFING, INC.**INVOICE**

1215 WEST MARY STREET
GARDEN CITY, KS 67846
620-276-7474

INVOICE # 100
10/09/2025

TO:
GARDEN CITY POLICE DEPARTMENT
SHOOTING RANGE
GARDEN CITY, KS 67846

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
JOHN MINET					Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	MISC ROOF LEAK REPAIRS		
1	REPAIRS MADE ON MULTIPLE TRIPS AT MULTIPLE LOCATIONS		
SUBTOTAL			2500.00
SALES TAX			
SHIPPING & HANDLING			
TOTAL DUE			\$2,500.00

Make all checks payable to D.V. DOUGLASS ROOFING, INC.

THANK YOU FOR YOUR BUSINESS!

EXHIBIT D

GARDEN CITY
— KANSAS —
MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Kacy Quintana, Parks Superintendent
DATE: September 1, 2026
RE: Lease Agreement for 210 N. 7th Street

ISSUE:

The Governing Body is asked to consider and approve a Term of Lease Agreement between the City of Garden City, Kansas and KANZA Society, Inc. (210 N. 7th Street).

BACKGROUND:

The City of Garden City owns the property at 210 N. 7th Street. This building has been leased to the operators of High Plains Public Radio through a lease agreement between the City and KANZA Society, Inc., for several years. The attached lease agreement would continue that relationship. This has been reviewed by the City Attorney's Office.

ALTERNATIVES:

1. The Governing Body may approve the lease agreement between the City and KANZA Society, Inc.
2. The Governing Body may not approve the lease agreement between the City and KANZA Society, Inc.

RECOMMENDATION:

Staff recommends approving the lease agreement between the City and KANZA Society, Inc.

FISCAL NOTE:

There are capital costs related to the ownership of the building that vary from year to year. The lease agreement is for \$1 per year.

ATTACHMENTS:

[Lease Agreement - City of Garden City and KANZA Society \(HPPR\) - 09-01-2026](#)

LEASE AGREEMENT
(210 North 7th Street, Garden City, Kansas)

THIS LEASE AGREEMENT (this "**Lease**") is made and entered into, and shall be effective, as of the 1st day of September, 2026 (the "**Effective Date**"), by and between the **CITY OF GARDEN CITY, KANSAS**, a municipal corporation of the State of Kansas ("**City**" or "**Lessor**"), and **KANZA SOCIETY, INC.**, a Kansas not-for-profit corporation doing business as High Plains Public Radio ("**HPPR**" or "**Tenant**"). City and Tenant are referred to herein individually as a "party" and collectively as the "parties."

RECITALS

A. City and Tenant entered into a Lease Agreement dated May 9, 1989 (the "**Original Lease**"), by which Tenant leased from City the real property and improvements commonly known as 210 North 7th Street, Garden City, Finney County, Kansas, for use as a public communications broadcast facility.

B. The Original Lease provided for an initial term of ten (10) years and three (3) successive five (5) year renewal options, for a total term of twenty-five (25) years, which term, after exercise of all renewal options, ended May 8, 2014.

C. By an Extension of Term of Lease Agreement dated May 6, 2014, the parties extended the term of the Original Lease from May 9, 2014 to May 8, 2019, and by a Second Extension of Term of Lease Agreement dated February 19, 2019, the parties further extended the term from May 9, 2019 to May 8, 2024 (together, the "**Extensions**").

D. The term of the Original Lease, as extended by the Extensions, expired May 8, 2024. Tenant has remained in possession of the leased premises continuously since that date with the knowledge and acquiescence of City, and the parties desire to confirm and regularize the parties' respective rights and obligations for the period of that continued occupancy.

E. City has determined that the continued use of the leased premises by Tenant for the operation of a public communications broadcast facility serving Garden City and the surrounding High Plains region constitutes a valid public purpose.

F. The parties desire to enter into this Lease to supersede and replace the Original Lease and the Extensions in their entirety, upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the parties agree as follows:

1. **LEASED PREMISES.** City hereby leases and demises to Tenant, and Tenant hereby leases and rents from City, the real property and all improvements located thereon situated in Finney County, Kansas, and described as follows:

All of Lots Five (5) and Six (6) and the North Half (N/2) of Lot Four (4), Block Twenty-one (21), original plat of the City of Garden City, Finney County, Kansas,

EXCEPT AND RESERVING a tract of forty feet by forty feet (40' x 40') located in the Southeast corner of the North Half (N/2) of Lot Four (4), for a City water well and pumping plant, together with an easement for access thereto over the leased premises for maintenance and repairs;

commonly known and numbered as 210 North 7th Street, Garden City, Kansas 67846 (the "**Leased Premises**"). Tenant acknowledges and agrees that the forty foot by forty foot (40' x 40') tract described above, and City's easement of access thereto, are expressly excluded from the Leased Premises and reserved to City, and that City and its employees, agents, and contractors shall at all times have the right of ingress and egress over and across the Leased Premises for the operation, inspection, maintenance, repair, replacement, and removal of the water well, pumping plant, and appurtenant facilities located thereon. City shall use reasonable efforts to minimize interference with Tenant's operations in exercising such rights, and shall restore any portion of the Leased Premises disturbed by such activities to substantially its prior condition.

2. **TERM.** The initial term of this Lease shall be five (5) years, commencing September 1, 2026, and ending at 11:59 p.m. on August 31, 2031, unless sooner terminated as provided herein (the "**Initial Term**"). The Initial Term, together with any renewal term exercised under Paragraph 3, is referred to herein as the "**Term**."

3. **OPTIONS TO RENEW.** Provided that Tenant is not then in default under this Lease, Tenant shall have the option to renew this Lease for two (2) successive additional terms of five (5) years each, upon the same terms and conditions set forth herein except as to rent, which shall be as agreed by the parties in writing. Each such option shall be exercised, if at all, by written notice from Tenant to City given not less than ninety (90) days nor more than one hundred eighty (180) days prior to the expiration of the then-current term, and shall be effective only upon City's written acceptance of such notice following action of the governing body. No renewal shall be implied, and no renewal shall arise from Tenant's holding over or from City's failure to object to a holding over.

4. **RENT.** Tenant shall pay to City as rent for the Initial Term the sum of Five Dollars (\$5.00), payable in five (5) equal annual installments of One Dollar (\$1.00) each, due and payable in advance on September 1, 2026, and on each September 1 thereafter during the Initial Term. Rent shall be paid to City at the address set forth in Paragraph 29, or at such other place as City may designate in writing.

5. **RATIFICATION OF INTERIM OCCUPANCY.** The parties acknowledge that Tenant occupied the Leased Premises from May 9, 2024 through August 31, 2026 (the "**Interim Period**") following expiration of the term of the Original Lease as extended. The parties hereby ratify and confirm that Tenant's occupancy during the Interim Period was a tenancy from month to month upon all of the terms and conditions of the Original Lease, and that neither party is in default on account of that occupancy. Except for obligations arising under Paragraphs 13, 15, and

26 of this Lease and their counterparts in the Original Lease, each party releases the other from any claim, demand, or cause of action arising solely out of the character of Tenant's occupancy of the Leased Premises during the Interim Period.

6. USE OF PREMISES. Tenant shall use the Leased Premises solely for the operation of a public communications broadcast facility and all operations incident thereto, including without limitation offices and administration, media archives, newsroom, production studios, meeting rooms, electronics laboratory, and such other uses generally appurtenant to the operation of a public communications and broadcast facility. Tenant shall not use or permit the use of the Leased Premises for any other purpose without the prior written consent of City. Tenant shall not permit the Leased Premises to remain vacant or unoccupied for any continuous period exceeding one hundred twenty (120) days, other than for repair, restoration, or renovation.

7. CONDITION OF PREMISES; NO WARRANTY. Tenant has occupied the Leased Premises continuously since 1989, is fully familiar with the condition thereof, and accepts the Leased Premises in their present condition, AS IS and WHERE IS, with all faults. City makes no representation or warranty, express or implied, as to the condition of the Leased Premises, the condition of any building system or improvement, the presence or absence of any hazardous or regulated material, or the fitness or suitability of the Leased Premises for Tenant's intended use. Except as expressly provided in Paragraph 11, City shall have no obligation to construct, alter, remodel, improve, repair, decorate, or paint the Leased Premises or any part thereof.

8. ALTERATIONS AND IMPROVEMENTS. Tenant shall not make or cause to be made any alteration, addition, or improvement of a substantial nature, nor make any structural change to any building or improvement on the Leased Premises, without first submitting to City complete plans and specifications for the proposed work and obtaining City's written approval. All work shall be performed in a good and workmanlike manner, in compliance with all applicable building, zoning, fire, and life-safety codes, and following issuance of all required permits. Tenant shall pay when due all costs of such work and shall keep the Leased Premises and City's interest therein free of all mechanic's, materialman's, and other liens. Tenant shall, within thirty (30) days after receipt of notice of the filing of any such lien, cause the same to be discharged of record or bonded over. Nothing in this Lease shall be construed as consent by City to the creation of any lien against City's interest in the Leased Premises.

9. TENANT'S PROPERTY; REMOVAL. All decorations, additions, improvements, trade fixtures, broadcast and studio equipment, antennas, and towers installed by Tenant, or installed by City on Tenant's behalf by agreement, shall remain the property of Tenant during the Term. Upon expiration or earlier termination of this Lease, Tenant shall remove all such property and shall repair any damage to the Leased Premises caused by such removal, restoring the Leased Premises to their condition as of the Effective Date, ordinary wear and tear excepted. Any property of Tenant not removed within thirty (30) days after expiration or termination shall, at City's election, be deemed abandoned and may be retained or disposed of by City at Tenant's expense. Tenant's obligations under this Paragraph shall survive the expiration or termination of this Lease.

10. SIGNS. With City's prior written approval, Tenant may place upon the Leased Premises such sign or signs as may be necessary to designate the Leased Premises and to aid and enhance the flow of vehicular and pedestrian traffic. All signs shall be maintained in good

condition and repair at all times and shall comply with all zoning and sign requirements of the City of Garden City. All permits necessary for such signs shall be obtained at Tenant's expense.

11. MAINTENANCE AND REPAIR. Maintenance and repair obligations shall be allocated as follows:

(a) City's Obligations. City shall maintain and repair the roof; the foundation; exterior brick and trim; load-bearing walls, floors, and beams; exterior water supply lines from the main line to the shut-off valve located in the basement; drain lines, excluding any expense related to plugging or periodic cleaning thereof; external entrance stairs, steps, and ramps; and electrical supply lines to the main disconnect. City shall also trim the trees located on the Leased Premises as needed.

(b) Tenant's Obligations. Tenant shall maintain and repair all other portions of the Leased Premises, including without limitation the heating boiler and all heating, ventilating, and air conditioning equipment; interior plumbing supply lines and appliances; interior electrical lines, switches, fixtures, and panels downstream of the main disconnect; windows, plate and other glass, and glazing; painting, carpeting, and interior trim; interior radiators; driveways, sidewalks, and parking lots; snow and ice removal; landscaping and lawn care; and all antennas, towers, and broadcast equipment. Tenant shall in all respects keep the Leased Premises in good order, condition, and repair at Tenant's sole cost and expense.

(c) Self-Help. If either party refuses or neglects to make any repair required of it hereunder, and to the reasonable satisfaction of the other party, within thirty (30) days after written demand (or, in the case of an emergency threatening life, safety, or imminent property damage, within such shorter period as is reasonable under the circumstances), the other party may make such repair without liability to the responsible party for any loss or damage that may accrue to its operations or property, and upon completion thereof the responsible party shall reimburse the other party for the reasonable cost of making such repairs upon presentation of an invoice therefor.

12. UTILITIES. Tenant shall be solely responsible for and shall promptly pay all charges for heat, water, sewer, gas, electricity, telecommunications, refuse collection, and any other utility or service used or consumed on the Leased Premises, including any deposits demanded by any utility provider. Should City elect to supply any such utility, Tenant agrees to purchase and pay for the same as additional rent at the applicable rates charged by City.

13. LIABILITY INSURANCE. Tenant shall, at Tenant's sole expense, procure and maintain in full force and effect throughout the Term:

(a) Commercial general liability insurance, written on an occurrence form, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate, covering bodily injury, personal and advertising injury, and property damage arising out of or relating to the Leased Premises and Tenant's operations thereon;

(b) Commercial automobile liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per accident for owned, hired, and non-owned vehicles;

(c) Workers compensation insurance in the amounts required by the laws of the State of Kansas, together with employer's liability coverage of not less than Five Hundred Thousand Dollars (\$500,000.00) per accident, disease, and employee; and

(d) Property insurance covering Tenant's personal property, trade fixtures, broadcast equipment, antennas, towers, and leasehold improvements, at replacement cost, in amounts determined by Tenant.

The policies required by subparagraphs (a) and (b) shall name City and its officers, officials, employees, agents, and volunteers as additional insureds, shall be primary and non-contributory with respect to any insurance or self-insurance maintained by City, and shall contain a waiver of subrogation in favor of City. All policies shall be issued by carriers licensed to do business in the State of Kansas and rated not less than A- by A.M. Best. Tenant shall deliver to City certificates of insurance evidencing the required coverages upon execution of this Lease and thereafter within ten (10) days following each policy renewal, and shall provide City with not less than thirty (30) days' prior written notice of cancellation, non-renewal, or material reduction in coverage. Neither the existence of the coverages required herein nor City's status as a governmental entity shall be construed as a waiver of any immunity, defense, or limitation of liability available to City under the Kansas Tort Claims Act, K.S.A. 75-6101 et seq., or otherwise.

14. PROPERTY INSURANCE ON THE STRUCTURE. City shall procure and maintain fire and extended coverage insurance on the building and structural improvements constituting the Leased Premises, in an amount not less than the replacement cost thereof as reasonably determined by City. Tenant shall reimburse City for the premium attributable to such coverage within thirty (30) days following presentation of an invoice therefor. City shall be named as loss payee under such policy. In connection with any loss of the structure by reason of fire or other casualty, all proceeds of such insurance shall be payable to City. Tenant shall insure its own personal property, trade fixtures, equipment, improvements, and alterations against loss at Tenant's own expense as provided in Paragraph 13(d).

15. INDEMNIFICATION. To the fullest extent permitted by law, Tenant shall indemnify, defend, and hold harmless City and its officers, officials, commissioners, employees, agents, and volunteers from and against any and all claims, actions, suits, damages, liabilities, losses, costs, and expenses, including reasonable attorney fees, arising out of or relating to loss of life, personal injury, or damage to property, or any other liability, arising out of any occurrence in, upon, or about the Leased Premises, or arising out of Tenant's occupancy or use of the Leased Premises or any part thereof, occasioned wholly or in part by any act or omission of Tenant or its officers, agents, contractors, employees, servants, licensees, invitees, sublessees, or concessionaires, in the conduct of its business or in the establishment, operation, or maintenance of the Leased Premises. In the event City or any of its officers, officials, commissioners, or employees is made a party to any litigation commenced by or against Tenant, Tenant shall protect and hold City harmless and shall pay all costs, expenses, and reasonable attorney fees incurred or paid by City in connection with such litigation; provided that City first notifies Tenant within thirty

(30) days of receipt of notice of such claim and provides Tenant with the opportunity to provide a defense or negotiate settlement. Tenant's obligations under this Paragraph shall survive the expiration or termination of this Lease. Nothing in this Paragraph shall be construed as a waiver of any immunity or limitation of liability available to City under the Kansas Tort Claims Act, K.S.A. 75-6101 et seq.

16. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease, in whole or in part, nor sublet all or any part of the Leased Premises, nor permit occupancy by any other person or entity, without the prior written consent of City in each instance, which consent may be granted or withheld in City's reasonable discretion following action of the governing body. Any transfer of control of Tenant, or any assignment or transfer of the Federal Communications Commission licenses under which the Leased Premises are operated, whether voluntary or involuntary, and whether by merger, consolidation, sale of assets, or otherwise, shall be deemed an assignment requiring City's consent under this Paragraph. Tenant shall give City written notice of any application to the Federal Communications Commission for consent to assignment or transfer of control not less than thirty (30) days prior to filing. No assignment or subletting shall relieve Tenant of any obligation under this Lease absent an express written release from City.

17. WASTE OR NUISANCE; ANTENNAS AND TOWERS. Tenant shall not commit or suffer to be committed any waste upon the Leased Premises, nor any nuisance or any other act or thing which may disturb the quiet enjoyment of any person within the neighborhood of the Leased Premises. The placement and operation of broadcast and reception antennas and towers on the Leased Premises shall not constitute waste or nuisance, provided that Tenant obtains and maintains all permits and approvals required by City ordinance and by federal and state law, and complies at all times with all applicable Federal Communications Commission and Federal Aviation Administration requirements, including without limitation radiofrequency exposure limits, structural standards, marking, and lighting requirements. Tenant shall be solely responsible for the structural integrity, maintenance, inspection, and, upon expiration or termination of this Lease, removal of all antennas, towers, and supporting structures installed by Tenant.

18. COMPLIANCE WITH LAWS. Tenant shall, at Tenant's sole cost and expense, comply with all requirements of all county, municipal, state, and federal authorities having jurisdiction over the Leased Premises or Tenant's operations, including without limitation the Federal Communications Commission, now in force or hereafter enacted, and shall faithfully observe in the use of the Leased Premises all municipal and county ordinances and all state and federal statutes and regulations now or hereafter in force. Without limiting the foregoing, Tenant shall comply with the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., and all regulations promulgated thereunder, with respect to Tenant's operations and any alteration or improvement made by Tenant to the Leased Premises.

19. DAMAGE OR DESTRUCTION. Tenant shall use every precaution against fire and shall, in case of fire or other casualty for which Tenant is not obligated to repair, immediately notify City. If the Leased Premises are damaged or destroyed by fire or other casualty, City shall, within sixty (60) days after the date of the casualty, notify Tenant in writing whether City elects to repair or rebuild. If City elects to repair or rebuild, City shall cause the damage to be repaired with reasonable diligence, and rent shall abate in proportion to the portion of the Leased Premises rendered unusable during the period of repair. If City elects not to repair or rebuild, either party

may terminate this Lease upon thirty (30) days' written notice to the other, whereupon the Term shall cease as of the date of the casualty and neither party shall have any further obligation under this Lease except for those obligations expressly stated to survive. In the alternative, if City elects not to repair or rebuild, Tenant may, with City's prior written consent and at Tenant's sole expense, repair or rebuild the Leased Premises in accordance with plans and specifications approved by City, in which event this Lease shall continue in full force and effect.

20. CONDEMNATION; FEDERAL RESERVATION. In the event the real estate constituting the Leased Premises is taken, in whole or in part, for any public or quasi-public use under any statute, or by right of eminent domain, or by private purchase in lieu thereof, this Lease shall expire as of the date the Leased Premises are so taken. No part of any award from any condemning authority shall inure or belong to Tenant, except that nothing herein shall be construed as negating any right or privilege of Tenant to maintain a separate claim for the taking of its leasehold interest, trade fixtures, broadcast equipment, or relocation costs. City covenants that it will not directly or indirectly initiate or participate in any condemnation proceeding or exercise of eminent domain against the Leased Premises during the Term, except to the extent such right is reserved to City under Paragraph 19 hereof.

Tenant acknowledges that, pursuant to the terms and conditions of a quitclaim deed dated May 1, 1962, from the United States of America as grantor to the City of Garden City, Kansas, as grantee, recorded May 7, 1962, in the office of the Register of Deeds of Finney County, Kansas, at Book 240, Pages 615–623, the United States of America was granted the right, during any period of emergency declared by the President of the United States or by the Congress of the United States, to full and unrestricted possession, control, and use of the Leased Premises. Tenant agrees that it shall not restrict or interfere with the right of the United States of America to use the Leased Premises in such event, and Tenant acknowledges that this Lease and all rights of Tenant hereunder shall terminate upon the taking of possession of the Leased Premises by the United States of America.

21. DEFAULT AND REMEDIES. Each of the following shall constitute an event of default by Tenant: (a) failure to pay any rental or other sum due hereunder within ten (10) days after the same shall be due; (b) failure to perform any other term, condition, or covenant of this Lease for more than thirty (30) days after written notice of such default has been given to Tenant, provided that if such default is not reasonably capable of cure within thirty (30) days, Tenant shall not be in default so long as Tenant commences cure within such period and thereafter diligently prosecutes the cure to completion; (c) abandonment or vacation of the Leased Premises; (d) revocation, surrender, or non-renewal of the Federal Communications Commission license under which the Leased Premises are operated, such that the use described in Paragraph 6 ceases; or (e) the filing of a petition in bankruptcy by or against Tenant that is not dismissed within sixty (60) days. Upon an event of default, City shall have, in addition to all other rights and remedies available at law or in equity, the immediate right of re-entry and may remove all persons and property from the Leased Premises without being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby, and may terminate this Lease upon written notice to Tenant.

22. RIGHT TO RELET. Should City elect to re-enter as herein provided, or should City take possession pursuant to legal proceedings or pursuant to any notice provided for by law, City

may either terminate this Lease or may from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Leased Premises, and relet the Leased Premises or any part thereof for such term or terms and at such rental and upon such other terms and conditions as City in its sole discretion may deem advisable. Upon each such reletting, all rentals received by City shall be applied first to the payment of any indebtedness other than rent due hereunder from Tenant to City; next to the payment of any costs and expenses of such reletting, including brokerage fees, attorney fees, and the costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by City and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month are less than that to be paid during that month by Tenant, Tenant shall pay any such deficiency to City. Such deficiency shall be calculated and paid monthly.

23. QUIET ENJOYMENT. Upon payment by Tenant of the rents herein provided, and upon the observance and performance of all covenants, terms, and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the Term hereby demised without hindrance or interruption by City or any other person or persons lawfully or equitably claiming by, through, or under City, subject nevertheless to the terms and conditions of this Lease and to City's reserved rights under Paragraph 1.

24. SURRENDER OF PREMISES. At the expiration or earlier termination of the tenancy hereby created, Tenant shall surrender the Leased Premises in the same condition as the Leased Premises were upon delivery of possession under this Lease, reasonable wear and tear excepted and damage by unavoidable casualty excepted, and shall surrender all keys and access credentials for the Leased Premises to City. Tenant shall thereupon remove all of its fixtures and any alterations or improvements as provided in Paragraph 9 before surrendering the Leased Premises and shall repair any damage to the Leased Premises caused thereby. Tenant's obligation to observe and perform this covenant shall survive the expiration or other termination of the Term.

25. HOLDING OVER. If Tenant remains in possession of the Leased Premises after the expiration of the Term without the execution of a new written lease, such occupancy shall be a tenancy from month to month, terminable by either party upon thirty (30) days' written notice, upon all of the terms and conditions of this Lease except as to duration. No such holding over, and no acceptance of rent by City during such holding over, shall operate to renew or extend the Term or to create any right of renewal, and City's failure to object in writing to a holding over shall not be construed as consent to a renewal or extension of the Term.

26. NO OPTION TO PURCHASE; PRIOR OPTION EXTINGUISHED. Tenant has no option, right of first refusal, or other right to purchase the Leased Premises or any interest therein. The parties acknowledge that Paragraph 25 of the Original Lease granted Tenant a conditional option to purchase the Leased Premises for \$25,500.00, exercisable by written notice given not less than six (6) months prior to the last day of the twenty-fifth year of the Original Lease. The twenty-fifth year of the Original Lease ended May 8, 2014, Tenant did not exercise that option, and the parties agree that the option granted by Paragraph 25 of the Original Lease, together with any purchase right arising under Paragraph 19 of the Original Lease, expired by its own terms and is of no further force or effect. Neither this Lease nor any reference to Paragraph

25 of the Original Lease contained in the Extensions shall be construed to revive, extend, or grant any option to purchase.

27. AD VALOREM TAXES AND SPECIAL ASSESSMENTS. City and Tenant agree that as of the Effective Date the real property subject to this Lease appears to be exempt from ad valorem taxation pursuant to Article 11, § 1 of the Kansas Constitution and K.S.A. 79-201 et seq., and that the property is not within an area subject to special assessments for improvements under Kansas law. However, should the property subject to this Lease at any time become nonexempt and the subject of ad valorem taxation, or become subject to the levy of assessments for improvements under Kansas law, Tenant agrees to be liable for the payment of any such taxes or assessments. If Tenant fails to pay such liability when the same is due, City may pay the same and thereafter recover all such payments from Tenant as additional rent. Tenant shall be responsible for any tax levied upon Tenant's personal property, trade fixtures, and equipment located on the Leased Premises.

28. NONDISCRIMINATION. Tenant warrants and agrees that: (a) no person, on the grounds of race, color, religion, sex, national origin, ancestry, age, or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of the Leased Premises; (b) in the construction of any improvements on, over, or under the Leased Premises, and in the furnishing of services thereon, no person, on the grounds of race, color, religion, sex, national origin, ancestry, age, or disability, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (c) Tenant shall comply with the Kansas Act Against Discrimination, K.S.A. 44-1001 et seq., the Kansas Age Discrimination in Employment Act, K.S.A. 44-1111 et seq., Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act, and all regulations promulgated under each. Tenant shall include the provisions of this Paragraph in every subcontract or sublease relating to the Leased Premises so that such provisions are binding upon each subcontractor or sublessee.

29. KANSAS CASH-BASIS AND BUDGET LAWS. This Lease is subject to the Kansas Cash-Basis Law, K.S.A. 10-1101 et seq., and the Kansas Budget Law, K.S.A. 79-2925 et seq., as each may be amended. Notwithstanding any other provision of this Lease, any obligation of City to expend funds hereunder, including without limitation City's maintenance and insurance obligations under Paragraphs 11 and 14, is subject to and contingent upon the annual appropriation of funds sufficient for that purpose by the governing body of City. If sufficient funds are not appropriated for any fiscal year, City may, upon written notice to Tenant, suspend or terminate the affected obligation without liability, and Tenant may thereafter terminate this Lease upon thirty (30) days' written notice.

30. NOTICES. Any notice, demand, request, or other instrument required or permitted to be given under this Lease shall be in writing and shall be deemed delivered upon personal delivery, upon deposit with a nationally recognized overnight courier, or three (3) business days after deposit in the United States mail, postage prepaid, certified with return receipt requested, addressed as follows:

If to City:
City of Garden City, Kansas

Attn: City Manager
301 N. 8th Street
Garden City, Kansas 67846

If to Tenant:

KANZA Society, Inc. d/b/a High Plains Public Radio
Attn: Executive Director
210 North 7th Street
Garden City, Kansas 67846

Either party may change its address for notice by written notice given in accordance with this Paragraph.

31. RECORDING; MEMORANDUM OF LEASE. Tenant shall not record this Lease without the written consent of City. Upon the request of either party, the other party shall join in the execution of a memorandum of this Lease for the purpose of recordation. Such memorandum shall describe the parties, the Leased Premises, and the Term, and shall incorporate this Lease by reference, but shall not set forth the rent or other economic terms.

32. NO WAIVER. Waiver by City of any breach of any term, covenant, or condition herein contained shall not be deemed a waiver of such term, covenant, or condition, or of any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of rent hereunder by City shall not be deemed a waiver of any preceding breach by Tenant of any term, covenant, or condition of this Lease other than the failure of Tenant to pay the particular rental so accepted, regardless of City's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term, or condition of this Lease shall be deemed waived by either party unless such waiver is in writing and executed by the party against whom such waiver is asserted.

33. SEVERABILITY. If any term, covenant, or condition of this Lease, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease, and the application of such term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, and condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

34. ENTIRE AGREEMENT; AMENDMENT. This Lease constitutes the entire agreement between the parties concerning the Leased Premises and supersedes and replaces in their entirety the Original Lease, the Extensions, and all prior and contemporaneous agreements, negotiations, representations, and understandings, whether oral or written, between the parties concerning the Leased Premises. There are no covenants, promises, agreements, conditions, or understandings, either oral or written, between the parties concerning the Leased Premises other than those set forth herein. No subsequent alteration, amendment, change, or addition to this Lease shall be binding upon either party unless reduced to writing and signed by both parties.

35. **GOVERNING LAW; VENUE.** This Lease shall be governed by and construed in accordance with the laws of the State of Kansas. Venue for any action arising out of or relating to this Lease shall lie exclusively in the District Court of Finney County, Kansas.

36. **MISCELLANEOUS.** This Lease shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Time is of the essence with respect to each provision of this Lease. Paragraph captions are for convenience of reference only and shall not affect the construction of any provision. Nothing in this Lease shall be construed to create any right or remedy in any person or entity not a party hereto. Nothing in this Lease shall be construed to create a partnership, joint venture, or agency relationship between the parties. Each party represents that the individual executing this Lease on its behalf has been duly authorized to do so, and City represents that its execution of this Lease has been authorized by action of its governing body taken on **[DATE OF GOVERNING BODY ACTION]**. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument, and electronic signatures shall have the same force and effect as original signatures pursuant to the Kansas Uniform Electronic Transactions Act, K.S.A. 16-1601 et seq.

IN WITNESS WHEREOF, the parties have executed this Lease as of the dates set forth below, effective as of the Effective Date first above written.

CITY OF GARDEN CITY, KANSAS

Tom Tam Nguyen, Mayor

Date: _____

ATTEST:

Celyn Hurtado, City Clerk

APPROVED AS TO FORM:

City Attorney

**KANZA SOCIETY, INC.,
d/b/a HIGH PLAINS PUBLIC RADIO**

President, Board of Directors

Date: _____

ATTEST:

Executive Director

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: September 1, 2026
RE: Motor Vehicle Nuisance at 911 Pearl Street - one inoperable and/or untagged vehicle; a Grey 4-Door SUV

ISSUE:

The Governing Body is asked to consider and approve abatement of nuisance conditions at 911 Pearl Street pursuant to Section 38-63 of the Environmental Code of Ordinances.

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. It has been determined that the residence located at 911 Pearl Street has an environmental nuisance condition on the property and is in violation of the City's Environmental Codes. There is one inoperable and/or untagged vehicle; a Grey 4-Door SUV located on the property.

Staff has visited the property on many occasions. The property owner and residents were notified through a courtesy letter sent on July 10, 2026, and a certified order of violation sent on July 29, 2026. The property owner and the residents were unable to be reached and no contact was attempted by the property owners according 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.

ALTERNATIVES:

1. The Governing Body may approve abatement of nuisance conditions.
2. The Governing Body may not approve abatement of nuisance conditions.

RECOMMENDATION:

Staff recommends the Governing Body approve abatement of nuisance conditions pursuant to Section 38-63 of the Environmental Code of Ordinances.

FISCAL NOTE:

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

ATTACHMENTS:

[Vehicle Photo - 911 Pearl Street](#)

911 Pearl Street



**Grey 4-Door
SUV**



GARDEN CITY
— KANSAS —
MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: September 1, 2026
RE: Motor Vehicle Nuisance at 511 W Maple Street - one inoperable and/or untagged vehicle; a Tan 4-Door Van

ISSUE:

The Governing Body is asked to consider and approve abatement of nuisance conditions at 511 W Maple Street pursuant to Section 38-63 of the Environmental Code of Ordinances.

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. It has been determined that the residence located at 511 W Maple Street has an environmental nuisance condition on the property and is in violation of the City's Environmental Codes. There is one inoperable and/or untagged vehicle; a Tan 4-Door Van located on the property.

Staff has visited the property on many occasions. The property owner and residents were notified through a courtesy letter sent on June 25, 2026, and a certified order of violation sent on July 17, 2026. The property owner and the residents were unable to be reached and no contact was attempted by the property owners according 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.

ALTERNATIVES:

1. The Governing Body may approve abatement of nuisance conditions.
2. The Governing Body may not approve abatement of nuisance conditions.

RECOMMENDATION:

Staff recommends the Governing Body approve abatement of nuisance conditions pursuant to Section 38-63 of the Environmental Code of Ordinances.

FISCAL NOTE:

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

ATTACHMENTS:

[Vehicle Photo - 511 W Maple Street](#)

511 W Maple Street



Tan 4-Door
Van



GARDEN CITY
— KANSAS —
MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: September 1, 2026
RE: Motor Vehicle Nuisance at 312 N 3rd Street - two inoperable and/or untagged vehicles; a Grey Vehicle and a Blue Truck

ISSUE:

The Governing Body is asked to consider and approve abatement of nuisance conditions at 312 N 3rd Street pursuant to Section 38-63 of the Environmental Code of Ordinances.

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. It has been determined that the residence located at 312 N 3rd Street has an environmental nuisance condition on the property and is in violation of the City's Environmental Codes. There are two inoperable and/or untagged vehicles; a Grey Vehicle and a Blue Truck located on the property.

Staff has visited the property on many occasions. The property owner and residents were notified through a courtesy letter sent on July 10, 2026, and a certified order of violation sent on July 29, 2026. The property owner and the residents were unable to be reached and no contact was attempted by the property owners according 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.

ALTERNATIVES:

1. The Governing Body may approve abatement of nuisance conditions.
2. The Governing Body may not approve abatement of nuisance conditions.

RECOMMENDATION:

Staff recommends the Governing Body approve abatement of nuisance conditions pursuant to Section 38-63 of the Environmental Code of Ordinances.

FISCAL NOTE:

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

ATTACHMENTS:

[Vehicle Photo - 312 N 3rd Street](#)

312 N 3rd Street



**Grey Vehicle
and a Blue
Truck**



GARDEN CITY
— KANSAS —
MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: September 1, 2026
RE: Environmental Nuisance at 2315 N 7th Street - indoor appliances located outside of the property

ISSUE:

The Governing Body is asked to consider and approve abatement of nuisance conditions at 2315 N 7th Street pursuant to Section 38-139 of the Environmental Code of Ordinances.

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. It has been determined that the residence located at 2315 N 7th Street has an environmental nuisance condition on the property and is in violation of the City's Environmental Codes. There are indoor appliances located outside of the property.

Staff has visited the property on many occasions. The property owner and residents were notified through a courtesy letter sent on July 22, 2026, and a certified order of violation sent on August 13, 2026. The property owner and the residents were unable to be reached and no contact was attempted by the property owners according 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.

ALTERNATIVES:

1. The Governing Body may approve abatement of nuisance conditions.
2. The Governing Body may not approve abatement of nuisance conditions.

RECOMMENDATION:

Staff recommends the Governing Body approve abatement of nuisance conditions pursuant to Section 38-139 of the Environmental Code of Ordinances.

FISCAL NOTE:

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

ATTACHMENTS:

[Environmental Photos - 2315 N 7th Street](#)

2315 N 7th Street



GARDEN CITY
— KANSAS —
MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: September 1, 2026
RE: Environmental Nuisance at 212 N 1st Street - a couch located outside of the property

ISSUE:

The Governing Body is asked to consider and approve abatement of nuisance conditions at 212 N 1st Street pursuant to Section 38-139 of the Environmental Code of Ordinances.

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. It has been determined that the residence located at 212 N 1st Street has an environmental nuisance condition on the property and is in violation of the City's Environmental Codes. There is a couch located outside of the property.

Staff has visited the property on many occasions. The property owner and residents were notified through a courtesy letter sent on July 10, 2026, and a certified order of violation sent on July 29, 2026. The property owner and the residents were unable to be reached and no contact was attempted by the property owners according 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.

ALTERNATIVES:

1. The Governing Body may approve abatement of nuisance conditions.
2. The Governing Body may not approve abatement of nuisance conditions.

RECOMMENDATION:

Staff recommends the Governing Body approve abatement of nuisance conditions pursuant to Section 38-139 of the Environmental Code of Ordinances.

FISCAL NOTE:

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

ATTACHMENTS:

[Environmental Photos - 212 N 1st Street](#)

212 N 1st Street



GARDEN CITY
— KANSAS —
MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: September 1, 2026
RE: Environmental Nuisance at 609 E Chestnut Street - an indoor appliance and piled up tires located outside of the property

ISSUE:

The Governing Body is asked to consider and approve abatement of nuisance conditions at 609 E Chestnut Street pursuant to Section 38-139 of the Environmental Code of Ordinances.

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. It has been determined that the residence located at 609 E Chestnut Street has an environmental nuisance condition on the property and is in violation of the City's Environmental Codes. There is an indoor appliance and piled up tires located outside of the property.

Staff has visited the property on many occasions. The property owner and residents were notified through a courtesy letter sent on July 10, 2026, and a certified order of violation sent on July 29, 2026. The property owner and the residents were unable to be reached and no contact was attempted by the property owners according 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.

ALTERNATIVES:

1. The Governing Body may approve abatement of nuisance conditions.
2. The Governing Body may not approve abatement of nuisance conditions.

RECOMMENDATION:

Staff recommends the Governing Body approve abatement of nuisance conditions pursuant to Section 38-139 of the Environmental Code of Ordinances.

FISCAL NOTE:

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

ATTACHMENTS:

[Environmental Photos - 609 E Chestnut Street](#)

609 E Chestnut Street



609 E Chestnut Street



GARDEN CITY
— KANSAS —
MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: September 1, 2026
RE: Environmental Nuisance at 1008 Anderson Street - a pile of scrap lumber and pallets located outside of the property

ISSUE:

The Governing Body is asked to consider and approve abatement of nuisance conditions at 1008 Anderson Street pursuant to Section 38-139 of the Environmental Code of Ordinances.

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. It has been determined that the residence located at 1008 Anderson Street has an environmental nuisance condition on the property and is in violation of the City's Environmental Codes. There is a pile of scrap lumber and pallets located outside of the property.

Staff has visited the property on many occasions. The property owner and residents were notified through a courtesy letter sent on July 17, 2026, and a certified order of violation sent on August 6, 2026. The property owner and the residents were unable to be reached and no contact was attempted by the property owners according 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.

ALTERNATIVES:

1. The Governing Body may approve abatement of nuisance conditions.
2. The Governing Body may not approve abatement of nuisance conditions.

RECOMMENDATION:

Staff recommends the Governing Body approve abatement of nuisance conditions pursuant to Section 38-139 of the Environmental Code of Ordinances.

FISCAL NOTE:

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

ATTACHMENTS:

[Environmental Photos - 1008 Anderson Street](#)

1008 Anderson Street



GARDEN CITY
— KANSAS —
MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: September 1, 2026
RE: The Governing Body is asked to consider and approve the contractor licenses for September 1, 2026.

ISSUE:

The Governing Body is asked to consider and approve the contractor licenses for September 1, 2026.

BACKGROUND:

Attached is the list of contractors who have applied for a new contractor license or license renewal from Neighborhood & Development Services. All of the contractors on the list have completed the requirements necessary to obtain their contractor license for 2026.

ALTERNATIVES:

1. The Governing Body may approve the contractor licenses as presented.
2. The Governing Body may not approve the contractor licenses as presented.

RECOMMENDATION:

Staff recommends the Governing Body approve the contractor licenses as presented.

FISCAL NOTE:

None.

ATTACHMENTS:

[Contractor License September 1, 2026](#)

CONTRACTOR LICENSE AGENDA
September 1, 2026

2026 NEW

CLASS D-E ELECTRICAL

Zimmerman Properties Construction, LLC

CLASS E-SOC SPECIALIZED OTHER CONTRACTOR

Mike's Tree Services, LLC (Backflow Test)

CLASS D-E ELECTRICAL CONTRACTOR

Zimmerman Properties Construction, LLC

CLASS D-M MECHANICAL CONTRACTOR

Medina Mechanical

2026 RENEWAL

CLASS B BUILDING CONTRACTOR

JKL Construction, Inc.

GARDEN CITY
— KANSAS —
MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Kristi Newland, Zoo Director
DATE: September 1, 2026
RE: August 2026 ZAB minutes

ISSUE:

Presentation of the August 11, 2026 Zoo Advisory Board minutes

BACKGROUND:

Attached are the August 11, 2026 Zoo Advisory Board minutes

ALTERNATIVES:

None

RECOMMENDATION:

None

FISCAL NOTE:

None

ATTACHMENTS:

[ZAB Aug '26 meeting minutes](#)

Zoo Advisory Board
Minutes of Meeting Held
Tuesday, August 11, 2026

Members Present: Susan Rojas, Stephanie Haug, Randy Baker, James McGowan, Addyson Bjurstrom

Members Absent: Mary Funk, Jessi Demel

Others Present: Kristi Newland, Daunte Thompson

- I. James called the meeting to order at 5:31 p.m.
- II. Approval of Minutes – the minutes of the July meeting were approved.
- III. New Business
 - a. **Picture of the Month** – Sixteen employees submitted pictures of LRZ animals, and the Board chose Communications Specialist Emily Sexson’s picture of “Buck” the ornate box turtle. The photo will be displayed on social media.
 - b. **CIP dates and representative** - Director reviewed the purpose of the CIP program and community review committee as well as the dates of the meetings. Addyson Bjurstrom volunteered to be the Zoo Advisory Board representative.
- IV. Director Reports
 - a. **Zoo Monthly Report** – The maned wolves were successfully reintroduced. Zoo attendance reached 2,837 on Saturday, July 11 (also Museum’s Flea Market on grounds). Record of 142 guests engaged at giraffe encounters on that day. Story Time set a record of 70 participants in one session during the month. A mock AZA accreditation inspection of the campus took place in preparation for next year’s actual full inspection. Held Zoo Olympics as part of the recognition of National Zoo Keeper Week. Summer Edventure Camp wrapped up for the year. Over 1,300 people were reached in formal and informal sessions in July. Maintenance staff continues work on replacing the snow leopard outdoor habitat timbers.
 - b. **FOLRZ Report** – Sponsorships are still coming in for A Wild Affair and Boo! At the Zoo. Sponsorships received for A Wild Affair are higher than last year. Quest for Golden Ducks has been very popular. All 3-D printed ducks but one have been found. Treat stops for Boo! are starting to register.
- V. Board Member Reports - Randy mentioned he hadn’t seen the goldfish in the pond recently. Director responded that they’d be hiding in the cattails and other shade due to the heat.
- VI. The meeting was adjourned at 6:01 p.m.