**AGENDA**
**CITY COMMISSION MEETING**
**TUESDAY, DECEMBER 1, 2026**
**1:00 PM**
**CITY ADMINISTRATIVE CENTER 301 N. 8TH STREET GARDEN CITY, KS 67846**

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

**2. Note:**

2.A. Pre-Meeting at 8:15 a.m. - 12:15 p.m., located in the Commission Chambers at the City Administrative Center. Administrative staff will be present and the pre-meeting is open to the public.

The Governing Body will interview the five executive search firms it selected on November 17, 2026, as candidates to conduct the recruitment for the City's next City Manager. This is a pre-meeting for the purpose of interviews only. **No action will be taken during this meeting.** The Commission will consider the selection of a firm at its regular meeting at 1:00 p.m. today.

1. Colin Baenziger & Associations
2. Government Professional Solutions, LLC
3. MGT Impact Solutions, LLC
4. Raftelis Financial Consultants, Inc.
5. Strategic Government Resources

Following the conclusion of the interviews, the Governing Body will recess the meeting and will reconvene at 1:00 p.m.

**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. November 17, 2026 Commission Meeting Minutes
11-17-2026 City Commission 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 and approve a request from LiveWell Finney County to proclaim the week of December 10, 2026 as Sr. Janice Thome Day in Garden City, Kansas.

Proclamation- Sr. Janice

## 7. REPORT OF THE CITY MANAGER

7.A. Congratulations to City of Garden City employees on raising $49,641.86 for Finney County United Way!

7.B. Presentation of the September and October 2026 Fire Department Activity Report.

October 2026

September 2026

## 8. MEETINGS OF NOTE

8.A.

- December 1, 2026 - Western Kansas Community Foundation - MatchDay at First United Methodist Church from 7:00 a.m. - 7:00 p.m.
- December 4, 2026 - Downtown Tree Lighting at Stevens Park from 7:15 p.m. - 8:30 p.m.
- December 6, 2026 - Downtown Vision - Commerce Bank Christmas Parade on Main Street at 6:00 p.m.
- December 7, 2026 - Finney County Historical Society - Annual Chili Lunch for City Commissioners at 12:00 p.m.
- December 8, 2026 - Kansas Department of Transportation (KDOT) - Southwest Kansas Highway Mobility and Expansion Strategy Public Meeting at Lee Richardson Zoo Finnup Center, from 9:00 a.m. - 11:00 a.m.
- December 8, 2026 - Mayor's Christmas Party at Patrick Dugan's at 6:30 p.m.
- December 9, 2026 - LiveWell Finney County Health Coalition LHEAT meeting in Classroom B at St. Catherine Hospital at 12:00 p.m.
- December 10, 2026 - City of Garden City Cultural Relations Board - Annual Diversity Breakfast at The Refinery Event Center, from 7:30 a.m. - 10:00 a.m.
- December 12, 2026 - Friends of Lee Richardson Zoo - Wild Lights Holiday Light Show at Lee Richardson Zoo from 5:00 p.m. - 9:00 p.m.
- December 16, 2026 - Garden City Area Chamber of Commerce Membership Breakfast at The Refinery at 7:10 a.m.
- December 19, 2026 - Wreaths Across America Ceremony at Valley View Cemetery at 11:00 a.m.

## 9. CONSIDERATION OF APPROPRIATION ORDINANCE

9.A. Appropriation Ordinance No. 2624-2026A

## 10. CONSIDERATION OF ORDINANCES AND RESOLUTIONS

10.A. The Governing Body is asked to consider and approve an Ordinance amending the hours of operation of Lee Richardson Zoo; Amending Code Section 66-36; Repealing current Code Section 66-36; all to the Code of Ordinances of the City of Garden City, Kansas.

1. Ordinance No. _____ - 2026, an ordinance amending the hours of operation of Lee Richardson Zoo; amending Code Section 66-36; repealing current Code Section 66-36; All to the Code of Ordinances of the City of Garden City, Kansas.

Ordinance - Amending Sec 66-36 Lee Richardson Zoo Hours

10.B. The Governing Body is asked to consider and approve a resolution declaring the boundary of the City of Garden City as of January 1, 2027.

1. Resolution No. _____ - 2026, a resolution declaring the entire boundary of the City of Garden City, Kansas as the 1st day of January 2027.

2026 Annexation Map

City Limit Resolution 2026

10.C. The Governing Body is asked to consider and approve the following resolution regarding the Fee Schedule for the City of Garden City.

1. Resolution No. _____ -2026, a resolution of the governing body of the City of Garden City, Kansas, establishing a master fee schedule for calendar year 2027.

2027 Fee Schedule - Resolution

**11. OLD BUSINESS**

**12. NEW BUSINESS**

12.A. 1:30 p.m. - Public Hearing on the matter of the Governing Body hearing questions, concerns and comments from the public concerning the 2026 budget amendments that are necessary to reflect 2026 expenditures. Following the hearing, the Governing Body is asked to approve the Certificate of Amendment of the 2026 Budget.

2026 Amended Budget - Certificate

12.B. The Governing Body is asked to consider and approve an Infrastructure Improvement Agreement with Faith Community, A Global Methodist Church, for work to be done at the intersection of E. Mary Street and Buffalo Way Boulevard.

Aerial of Property

Agreement Infrastructure Improvement Faith Community Church

12.C. The Governing Body is asked to consider and approve year end transfers from the General Fund (#100) to the Capital Improvement Reserve (#302) for selected 2026 programs, capital projects and equipment purchases not completed by year's end.

2026 Transfers to Capital Improvement Reserve

12.D. The Governing Body is asked to consider and select on of the five executive search firms interviewed this morning to conduct the recruitment for the City's next City Manager.

1. Colin Baenziger & Associations
2. Government Professional Solutions, LLC
3. MGT Impact Solutions, LLC
4. Raftelis Financial Consultants, Inc.
5. Strategic Government Resources

**13. CONSENT AGENDA**

13.A. The Governing Body is asked to consider and approve the 2027 Southwest Kansas Coalition Legislative Agenda.
2027 SKC Legislative Agenda

13.B. The Governing Body is asked to consider and approve the purchase of 360 single-phase electric revenue meters from Core & Main for the amount of $88,154.09.
Core & Main quote

13.C. The Governing Body is asked to consider and approve the 2027 through 2029 Pole Testing Bid with Osmose Utilities Services, Inc., for $165,896.64.
Wood Utility Pole Inspection 2027-2029 Packet
2027-2029 Pole Testing Tally Sheet
Inner Pole Testing Wood Pole Inspection
BIDS

13.D. The Governing Body is asked to consider and approve the 2027 Cereal Malt Beverage Licenses.
2027 CMB Licenses Store List

13.E. The Governing Body is asked to consider and approve the contractor licenses for December 01, 2026.
Contractor License December 01, 2026

**14. CITY COMMISSION REPORTS**

**15. COMMISSIONER OYLER**

**16. COMMISSIONER CANALES-LOZANO**

**17. COMMISSIONER LANDGRAF**

**18. MAYOR NGUYEN**

**19. COMMISSIONER CESSNA**

**20. OTHER ENTITIES**

20.A. Presentation of the November 10, 2026 Zoo Advisory Board minutes.
ZAB Minutes Nov 26

20.B. Presentation of the October 15, 2026, and October 19, 2026, Holcomb-Garden City-Finney County Area Wide Planning Commission Minutes.
Planning Commission Minutes-October 15, 2026
Planning Commission Minutes-October 19, 2026

**21. ADJOURN**

GARDEN CITY
KANSAS

**MEMORANDUM**

**TO:** City Commission
**THRU:** Matthew C. Allen, City Manager
**FROM:** Jennifer V. Cunningham, City Attorney and City Project Manager
**DATE:** December 1, 2026
**RE:** Interviews of Five Executive Search Firm

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**ISSUE:**

Pre-Meeting at 8:15 a.m. - 12:15 p.m., located in the Commission Chambers at the City Administrative Center. Administrative staff will be present and the pre-meeting is open to the public.

The Governing Body will interview the five executive search firms it selected on November 17, 2026, as candidates to conduct the recruitment for the City's next City Manager. This is a pre-meeting for the purpose of interviews only. **No action will be taken during this meeting.** The Commission will consider the selection of a firm at its regular meeting at 1:00 p.m. today.

1. Colin Baenziger & Associations
2. Government Professional Solutions, LLC
3. MGT Impact Solutions, LLC
4. Raftelis Financial Consultants, Inc.
5. Strategic Government Resources

Following the conclusion of the interviews, the Governing Body will recess the meeting and will reconvene at 1:00 p.m.

**BACKGROUND:**

The City issued its Request for Proposals for Executive Recruitment Services for City Manager Search (the "RFP") on October 15, 2026, and Addendum No. 1 on November 3, 2026. Seven proposals were received by the November 9, 2026 deadline. On November 17, 2026, the Commission reviewed the written proposals and each Commissioner's written proposal scores, removed two firms from consideration for not meeting the RFP's minimum qualifications, and invited the remaining five firms to interview today.

Each firm was asked to submit a supplemental written response by November 24, 2026, addressing the items identified in Part B of the City Attorney's November 17 memorandum, including acknowledgment of Addendum No. 1, subcontractors and vendors, conflict-of-interest disclosures, the 24-month replacement guarantee, and use of the City's professional services agreement. The responses received have been provided to each Commissioner in the interview binder.

**Interview Format**

The interviews will be held in the City Commission Chambers. Each firm will participate virtually by Microsoft Teams. This session is an open meeting and the public may attend; it will not be broadcast.

- **Interviews (30 minutes each).** The Mayor will open each interview. The firm will have up to five minutes for an opening statement, followed by questions from the Commissioners and time for the firm's questions and closing statement. Every firm will be asked the same core questions, in the same order, along with questions specific to its proposal.
- **Discussion and scoring (15 minutes after each interview).** The Commission will discuss the interview together, led by the Mayor. Each Commissioner will then complete his or her own interview score sheet for that firm individually, before the next interview begins.
- **Scoring.** Interviews are scored under Section 12 of the RFP on five criteria worth 10 points each, for a total of 50 points: Understanding of City Needs, Recruitment Approach, Lead Consultant Qualifications, Communication and Facilitation Skills, and Overall Confidence and Fit.
- **Submission of scores.** At the end of the final scoring period, each Commissioner will turn in all five interview score sheets to Celyn Hurtado. The interview scores will be compiled and added to each Commissioner's written proposal score (100 points) for a combined total of 150 points. The combined scores will be presented at the 1:00 p.m. meeting.

**Schedule**

| Time | Item |
|---|---|
| 8:15 a.m. | Call to order |
| 8:30 a.m. - 9:00 a.m. | **Interview 1: Colin Baenziger & Associates** |
| 9:00 a.m. - 9:15 a.m. | Commission discussion and individual scoring |
| 9:15 a.m. - 9:45 a.m. | **Interview 2: Government Professional Solutions, LLC** |
| 9:45 a.m. - 10:00 a.m. | Commission discussion and individual scoring |
| 10:00 a.m. - 10:30 a.m. | **Interview 3. MGT Impact Solutions, LLC** |
| 10:30 a.m. - 10:45 a.m. | Commission discussion and individual scoring |
| 10:45 a.m. - 11:15 a.m. | **Interview 4. Raftelis Financial Consultants, Inc.** |
| 11:15 a.m. - 11:30 a.m. | Commission discussion and individual scoring |
| 11:30 a.m. - 12:00 p.m. | **Interview 5. Strategic Government Resources, Inc.** |
| 12:00 - 12:15 p.m. | Commission discussion and individual scoring |
| 12:15 p.m. | All interview score sheets turned in to City Clerk Hurtado; adjourn |

**ALTERNATIVES:**
None. This session is for the interviews and scoring only. No action will be taken.

**RECOMMENDATION:**
Conduct the interviews, discuss each firm following it's interview, and complete and submit individual interview score sheet by 12:15 p.m. to City Clerk Hurtado.

**FISCAL NOTE:**
None for this session. The estimated cost of each firm's proposal is set out in the memorandum for the

1:00 p.m. selection time.

**CITY COMMISSION MEETING**

City of Garden City
Tuesday, November 17, 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 Cessna 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 November 3, 2026, Commission Meeting minutes were approved as presented.

**PUBLIC COMMENT Agenda Schedule Allowance: 30 minutes (5 minutes per spokesperson)**
Ernie Wharton addressed the Governing Body and presented a set of books as a gift.

Zach Worf addressed the Governing Body regarding recent ICE activity, stated that the identities of people detained and the agents involved remained unknown, expressed concerns regarding residents' rights and continued fear in the community, and stated he would continue seeking accountability.

**CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES**
The Governing Body considered and approved a request to allow the Mayor to proclaim Tuesday, December 1, 2026, as Match Day in 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

**REPORT OF THE CITY MANAGER**
Deputy City Manager Burke provided an update on the Southwest Kansas Coalition annual meeting and discussions related to immigration in southwest Kansas.
Presentation of the monthly City-wide performance management report for October 2026.
Presentation of the October 2026 report from the Garden City Regional Airport.
Presentation of the October 2026 monthly staff report from Lee Richardson Zoo.
Presentation of October 2026 Monthly Financial report from Service and Finance.
Presentation of the July, August, and October 2026 Building Report from Neighborhood & Development Services.

**MEETINGS OF NOTE**
- November 18, 2026 - Garden City Area Chamber of Commerce Membership Breakfast at The Refinery at 7:10 a.m.
- November 18, 2026 - League of Kansas Municipalities - Western Kansas Summit at the Colby Event Center in Colby, Kansas at 11:30 a.m.
- November 19, 2026 - Garden City Area Chamber of Commerce - 31st Annual Crystal Apple Awards at The Refinery at 6:30 p.m.
- November 17, 2026 - LiveWell Finney County Health Coalition meeting in Classroom B at St. Catherine Hospital at 12:00 p.m.
- November 21, 2026 - Russell Child Development Center - Holiday Home Tours and Fantasy Tree Festival, with the festival at the Finney County Exhibition Building.
- November 25, 2026 - Finney County Economic Development Corporation Board of Directors meeting at the City Administrative Center - Commission Chambers at 7:30 a.m.
- December 1, 2026 - Western Kansas Community Foundation - MatchDay at First United Methodist Church from 7:00 a.m. - 7:00 p.m.
- December 4, 2026 - Downtown Tree Lighting at Stevens Park from 7:15 p.m. to 8:30 p.m.
- December 6, 2026 - Downtown Vision - Commerce Bank Christmas Parade on Main Street at 6:00 p.m.

- December 9, 2026 - LiveWell Finney County Health Coalition LHEAT meeting in Classroom B at St. Catherine Hospital at 12:00 p.m.
- December 12, 2026 - Friends of Lee Richardson Zoo - Wild Lights Holiday Light Show at Lee Richardson Zoo from 5:00 p.m. - 9:00 p.m.
- December 16, 2026 - Garden City Area Chamber of Commerce Membership Breakfast at The Refinery at 7:10 a.m.
- December 19, 2026 - Wreaths Across America Ceremony at Valley View Cemetery at 11:00 a.m.

**CONSIDERATION OF APPROPRIATION ORDINANCE**

Appropriation Ordinance No. 2623-2026A, "an appropriation ordinance making certain appropriations for certain claims in the amount of $2,162,400.11", was read and considered section by section.

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

**CONSIDERATION OF ORDINANCES AND RESOLUTIONS**

The Governing Body considered and approved an ordinance terminating the Reinvestment Housing Incentive District for Chappel Heights Phase II.

1. Ordinance No. 3059-2026, an ordinance of the Governing Body of the City of Garden City, Kansas terminating the Reinvestment Housing Incentive District known as the Chappel Heights Second Addition, also known as Chappel Heights Phase II, within the City of Garden City, Kansas, terminating the associated Development Plan and Development Agreement, and providing for the disposition of any remaining funds collected pursuant thereto; repealing Ordinance No. 2722-2016.

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 resolution regarding the 2027 General Obligation Bond Sale.

1. Resolution No. 3233-2026, a resolution of the City of Garden City, Kansas authorizing the public sale of the City's (I) Taxable General Obligation Bonds, Series A, 2027, in the estimated principal amount of $4,835,000; and (II) General Obligation Bonds, Series B, 2027, in the estimated principal amount of $7,690,000; setting forth the details of the public sale; and authorizing notice thereof.

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

**OLD BUSINESS**

**NEW BUSINESS**

The Governing Body provided direction to staff on the desired methodology for adjusting the Fee Schedule for 2027. The Governing Body directed staff to make small inflationary adjustments to fees to maintain cost recovery, using department-head recommendations where provided and CPI-based adjustments where no department recommendation was provided. The final 2027 Fee Schedule will return for consideration at the December 1, 2026, meeting.

The Governing Body considered and approved renewing the 2026 Underground Conduit and Street Light Installation contract to 2027 between the City of Garden City Electric Department and Dreiling Construction, LLC.

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 three-year contract with Bare Ground Management and the City of Garden City Public Works/Utilities/Parks Department to perform Public Right-Of-Way Tree Trimming/Removal for $479,320.00.

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 changing Lee Richardson Zoo public hours from the day after Labor Day to March 31 to 9:00 a.m. to 5:00 p.m. and from April 1 to Labor Day to 8:00 a.m. to 5:00 p.m. Monday through Friday and 8:00 a.m. to 7:00 p.m. on Saturday and Sunday, with changes taking effect January 1, 2027. The related ordinance will be presented at the next meeting. Zoo staff will make their own fee adjustments.

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

The Governing Body considered and approved the retirement of $2,000,000 of the internal financing related to the construction of the Third Fire Station.

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 Bid proposal from WesTech Engineering, LLC, for $190,629 for the cost of repairs to be made to Clarifier #3 at the Wastewater Treatment Plant.

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 selecting five firms to interview beginning at 8:30 a.m. on December 1, 2026. The Governing Body selected Government Professional Solutions, LLC, MGT Impact Solutions, LLC, Raftelis Financial Consultants, Inc., Strategic Government Resources, and Colin Baenziger & Associates.

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

**CONSENT AGENDA**
Commissioner Cessna moved to approve Items 13.A and 13.D on the Consent Agenda. 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 2027 State and Federal Legislative Agendas.

The Governing Body considered and approved the contractor licenses for November 17, 2026.

Commissioner Cessna stepped down from his seat at the bench.

Commissioner Landgraf moved to approve Items 13.B and 13.C on the Consent Agenda. Seconded by Commissioner Canales-Lozano.

Ayes: Commissioner Landgraf, Mayor Nguyen, Commissioner Oyler, Commissioner Canales-Lozano
Nays: None
Absent: Commissioner Cessna

The Governing Body considered and approved the proposed agreement and Memorandum of Understanding between USD 457 and the Garden City Police Department to provide School Resource Officers for the 2026-2027 academic year.

The Governing Body considered and approved the proposed Crossing Guard Agreement between USD 457 and the Garden City Police Department for the 2026-2027 academic year.

Commissioner Cessna returned to his seat at the bench.

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 Cessna appreciated the pre-meeting discussion regarding the City's efforts to meet its goal of 4,000 housing units by 2030. Commissioner Cessna attended the ribbon cutting and dedication for the Finney County Health Department and the new Robert D. "Bob" Prewitt EMS Facility, the Southwest Kansas Chambers Legislative Appreciation Dinner, and several Veterans Day events at local schools, which he noted were well attended by veterans. Commissioner Cessna recognized American Education Week, noted that Mayor Nguyen kicked off the week at Abe Hubert, and encouraged residents to review the school district's activities for the week. Commissioner Cessna also noted the upcoming Crystal Apple Awards, where three teachers will be selected from six finalists as this year's Crystal Apple teachers.

Commissioner Oyler appreciated the pre-meeting discussion regarding housing and the opportunity to consider the topic in greater detail and discuss different scenarios. Commissioner Oyler wished residents safe travels during the Thanksgiving holiday and noted that several local churches and organizations would be providing Thanksgiving meals for those in need. Commissioner Oyler noted that First Baptist Church, 1005 N. 11th Street, would serve meals from 11:00 a.m. to 3:00 p.m., and Church of God of the Firstborn, 2911 W. Mary Street, would serve meals from 12:00 p.m. to 2:00 p.m. Commissioner Oyler stated that additional churches and organizations would provide meals or meal boxes and offered to assist residents who need additional information regarding available Thanksgiving meal resources.

Commissioner Canales-Lozano highlighted several upcoming community events and stated that Garden City has many positive activities taking place. Commissioner Canales-Lozano reminded residents of the Fantasy Tree Festival benefiting Russell Child Development Center, the annual Christmas Tree Lighting on December 4, the Christmas Parade on December 6, and the Cultural Diversity Breakfast on December 10. Commissioner Canales-Lozano recognized the Garden City Community College women's wrestling program and congratulated the men's soccer team for competing in the national tournament.

Commissioner Landgraf appreciated the pre-meeting discussion and stated it was helpful to consider housing through a different perspective. Commissioner Landgraf thanked staff for taking time to explore possible new programs that could help the City work toward its goal of 4,000 housing units. Commissioner Landgraf wished residents safe travels and a happy Thanksgiving and encouraged the community to shop local and fly local during the holiday season.

Mayor Nguyen reflected on the recent ceremony for the Finney County Health Department and the Robert D. "Bob" Prewitt EMS Facility and commented on the sacrifices and legacy represented through Bob Prewitt and his family. Mayor Nguyen shared a Thanksgiving memory from college when he was unable to travel home and was welcomed into the homes of others. Mayor Nguyen encouraged residents to invite and include community members who may not have an opportunity to travel home or otherwise

have a full Thanksgiving celebration. Mayor Nguyen also recognized Veterans Day and expressed appreciation for veterans.

GARDEN CITY
KANSAS

**MEMORANDUM**

**TO:** City Commission
**THRU:** Matthew C. Allen, City Manager
**FROM:** Celyn Hurtado, City Clerk
**DATE:** December 1, 2026
**RE:** Sister Janice Thome Day Proclamation

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**ISSUE:**
The Governing Body is asked to consider and approve a request from LiveWell Finney County to proclaim the week of December 10, 2026 as Sr. Janice Thome Day in Garden City, Kansas.

**BACKGROUND:**
Sister Janice Thome has dedicated more than 30 years of faithful service to the residents of Garden City and Finney County as a member of the Dominican Sisters of Peace, living out her calling through ministry of presence, compassion and service to others.

This proclamation is consistent with previous year requests.

**ALTERNATIVES:**
1. The Governing Body may approve the proclamation as presented.
2. The Governing Body may not approve the proclamation.

**RECOMMENDATION:**
Staff recommends the Governing Body approve allowing the Mayor to proclaim December 10, 2026 as Sister Janice Thome Day in Garden City, Kansas.

**FISCAL NOTE:**
There is no fiscal impact.

**ATTACHMENTS:**
Proclamation- Sr. Janice

# PROCLAMATION

WHEREAS, Sister Janice Thome has dedicated more than 30 years of faithful service to the residents of Garden City and Finney County as a member of the Dominican Sisters of Peace, living out her calling through a ministry of presence, compassion, and service to others; and

WHEREAS, Sister Janice has made it her mission to be present with individuals and families during their times of greatest need, offering hope, encouragement, and a listening ear while building meaningful relationships throughout the community; and

WHEREAS, Sister Janice was instrumental in the formation of the Finney County Community Health Coalition, attending its very first meeting on August 16, 2000, and helping guide its growth from a small group of concerned community members addressing teenage pregnancy into a statewide-recognized coalition bringing together diverse sectors to improve the health, well-being, and safety of Finney County residents; and

WHEREAS, Sister Janice served families with infants and young children through her work with Parents as Teachers, supporting parents and helping lay a strong foundation for the health and development of future generations; and

WHEREAS, Sister Janice demonstrated her commitment to the health and well-being of the community through her service on both the St. Catherine Hospital Board of Directors and the St. Catherine Hospital Development Foundation Board of Directors; and

WHEREAS, Sister Janice has been a source of unity across faiths, organizations, and generations, bringing people together through her unwavering belief in the power of relationships, collaboration, and community; and

WHEREAS, Sister Janice's legacy is reflected not only in the organizations and initiatives she helped establish, but in the countless lives she has touched, the partnerships she has nurtured, and the example she has set of what it truly means to be present for others;

NOW, THEREFORE, I, Tam "Tom" Nguyen, Mayor of the City of Garden City, Kansas, do hereby proclaim December 10, 2026 as

# Sr. Janice Thome Day

in Garden City, Kansas and encourage all residents to join in recognizing and celebrating Sister Janice Thome for her extraordinary dedication, compassionate leadership, and lasting contributions to our community. May her example inspire each of us to serve others, build meaningful connections, and continue the spirit of collaboration she has so faithfully demonstrated for more than three decades

SIGNED AND SEALED this 1st day of December, 2026.

_____
Tam "Tom" Nguyen, Mayor

ATTEST:

_____
Celyn N. Hurtado, City Clerk

**MEMORANDUM**

**TO:** City Commission
**THRU:** Matthew C. Allen, City Manager
**FROM:** Staff
**DATE:**
**RE:** 2027 Finney County United Way Campaign Update

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**ISSUE:**
Congratulations to City of Garden City employees on raising $ $49,641.86 for Finney County United Way!

**BACKGROUND:**
The City of Garden City employees raised $49,641.86 through pledge card donations donated by one time payments or payroll deductions to the Finney County United Way campaign for 2027.

A special thank you goes out to City employees who generously give not only their money, but also their time and talents in a number of different ways in the community. A special thank you to the United Way agencies, the United Way staff and board members, and the many generous merchants and corporate partners that contributed prizes to the campaign.

**ALTERNATIVES:**

**RECOMMENDATION:**

**FISCAL NOTE:**

GARDEN CITY
KANSAS

**MEMORANDUM**

**TO:** City Commission
**THRU:** Matthew C. Allen, City Manager
**FROM:** Trish Ebert, Administrative Assistant
**DATE:** December 1, 2026
**RE:** September and October Fire Activity Reports

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**ISSUE:**
Presentation of the September and October 2026 Fire Department Activity Reports.

**BACKGROUND:**

**ALTERNATIVES:**
None.

**RECOMMENDATION:**
None.

**FISCAL NOTE:**
None.

**ATTACHMENTS:**
October 2026
September 2026

# Monthly Activity Report

**OCTOBER 2026**

## Fires
14

## Alarms
15

## Car Accidents
31

## Calls
317

## Year-To-Date

| | |
|---|---|
| Total Calls | 2975 |
| Inspections Completed | 769 |
| Training Hours | 7827 |

## Training
1559

Total Monthly Training Hours

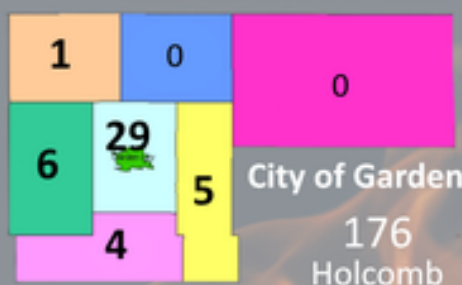
## Personnel & Staffing

| Open Positions | New Hires |
|---|---|
| 0 | 0 |

## Inspections
101

Total Monthly Inspections Completed

## Township Statistics




City of Garden City
176
Holcomb
6

## Community Engagement

- Hosted our first Women's Fire Camp, which was open to the public
- Attended Family Resource Fair
- Attended Boo at the Zoo
- October Fire Prevention Month
- We had 16 Station tours, 9 Touch-a-Truck events, and 11 Trunk-or-Treat events

# Monthly Activity Report

**September 2026**

## Fires
3

## Alarms
8

## Car Accidents
19

## Calls
315

## Year-To-Date

| | |
|---|---|
| Total Calls | 2658 |
| Inspections Completed | 668 |
| Training Hours | 6268 |

## Training
1492

Total Monthly Training Hours

## Personnel & Staffing

| Open Positions | New Hires |
|---|---|
| 0 | 0 |

## Inspections
102

Total Monthly Inspections Completed

## Township Statistics




City of Garden City
175
Holcomb
7

## Community Engagement

- We attended 9/11 ceremonies and the Heroes Breakfast at First Assembly Church
- Stair climb at GCCC in remembrance of 9/11
- Battle of the Badges Blood Drive
- We rasied $7,833.00 for MDA

GARDEN CITY
KANSAS

**MEMORANDUM**

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

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**ISSUE:**

- December 1, 2026 - Western Kansas Community Foundation - MatchDay at First United Methodist Church from 7:00 a.m. - 7:00 p.m.
- December 4, 2026 - Downtown Tree Lighting at Stevens Park from 7:15 p.m. - 8:30 p.m.
- December 6, 2026 - Downtown Vision - Commerce Bank Christmas Parade on Main Street at 6:00 p.m.
- December 7, 2026 - Finney County Historical Society - Annual Chili Lunch for City Commissioners at 12:00 p.m.
- December 8, 2026 - Kansas Department of Transportation (KDOT) - Southwest Kansas Highway Mobility and Expansion Strategy Public Meeting at Lee Richardson Zoo Finnup Center, from 9:00 a.m. - 11:00 a.m.
- December 9, 2026 - LiveWell Finney County Health Coalition LHEAT meeting in Classroom B at St. Catherine Hospital at 12:00 p.m.
- December 12, 2026 - Friends of Lee Richardson Zoo - Wild Lights Holiday Light Show at Lee Richardson Zoo from 5:00 p.m. - 9:00 p.m.
- December 16, 2026 - Garden City Area Chamber of Commerce Membership Breakfast at The Refinery at 7:10 a.m.
- December 19, 2026 - Wreaths Across America Ceremony at Valley View Cemetery at 11:00 a.m.

**BACKGROUND:**

**ALTERNATIVES:**

**RECOMMENDATION:**

**FISCAL NOTE:**

GARDEN CITY
KANSAS

**MEMORANDUM**

**TO:** City Commission
**THRU:** Matthew C. Allen, City Manager
**FROM:** Kristi Newland, Zoo Director
**DATE:** December 1, 2026
**RE:** Ordinance Changing Zoo Hours

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**ISSUE:**

The Governing Body is asked to consider and approve an Ordinance amending the hours of operation of Lee Richardson Zoo; Amending Code Section 66-36; Repealing current Code Section 66-36; all to the Code of Ordinances of the City of Garden City, Kansas.

1. Ordinance No. _____ - 2026, an ordinance amending the hours of operation of Lee Richardson Zoo; amending Code Section 66-36; repealing current Code Section 66-36; All to the Code of Ordinances of the City of Garden City, Kansas.

**BACKGROUND:**

At the November 17, 2026 City Commission meeting, the Governing Body approved modifications to the hours during which Lee Richardson Zoo is open to the public. Since Zoo hours are set in ordinance, a change is needed to make the approved change effective.

The approved changes to the Zoo hours identified in the ordinance are:

1. During the period of April 1 through Labor Day, the Zoo will be open to the public from 8:00 a.m. to 5:00 p.m. Monday through Friday, and from 8:00 a.m. - 7:00 p.m. Saturday and Sunday;
2. During the period from the day after Labor Day through May 31, Lee Richardson Zoo will open to the public from 9:00 a.m. to 5:00 p.m.

The ordinance also updates subsection (c) so that the after-hours restriction runs until the Zoo opens to the public rather than until 8:00 a.m., to match the new 9:00 a.m. opening time from the day after Labor Day through March 31. No other changes were made to subsections (b) or (c).

**ALTERNATIVES:**

1. The Governing Body may approve the ordinance as presented.
2. The Governing Body may deny the ordinance, giving staff further direction.

**RECOMMENDATION:**

Zoo staff recommend approving the ordinance as presented.

**FISCAL NOTE:**

There is no fiscal impact by this action other than what was identified when approving the change of hours at the last City Commission meeting.

**ATTACHMENTS:**

Ordinance - Amending Sec 66-36 Lee Richardson Zoo Hours

(Published in the Garden City Telegram on the _____ day of _____, 2026)

**ORDINANCE NO. _____-2026**

**AN ORDINANCE AMENDING THE HOURS OF OPERATION OF LEE RICHARDSON ZOO; AMENDING CODE SECTION 66-36; REPEALING CURRENT CODE SECTION 66-36; ALL TO THE CODE OF ORDINANCES OF THE CITY OF GARDEN CITY, KANSAS.**

BE IT ORDAINED by the Governing Body of the City of Garden City, Kansas:

**SECTION 1.** Section 66-36 of the Code of Ordinances of the City of Garden City, Kansas, is hereby amended to read as follows:

**Sec. 66-36. - Lee Richardson Zoo.**

(a) Hours of operation.

(1) During the period of April 1 through Labor Day, the Lee Richardson Zoo shall be open to the public from 8:00 a.m. to 5:00 p.m., Monday through Friday, and from 8:00 a.m. to 7:00 p.m., Saturday and Sunday.

(2) During the period from the day after Labor Day through March 31, the Lee Richardson Zoo shall be open to the public from 9:00 a.m. to 5:00 p.m.

(3) The public access entrance gates to the Lee Richardson Zoo shall be closed one-half hour before the closing time on each operating day, and all visitors must leave the premises by the closing time.

(4) Fees for admittance and conditions thereof shall be as established in section 42-401.

(b) The zoo shall be closed to the public on Thanksgiving Day, Christmas Day and New Year's Day.

(c) No person other than authorized city personnel shall be permitted to remain in the fenced area of Lee Richardson Zoo in Finnup Park from one-half hour after closing until the zoo opens to the public.

**SECTION 2.** Section 66-36 of the Code of Ordinances of the City of Garden City, Kansas, is hereby repealed, to be replaced as specified in this ordinance.

**SECTION 3.** If any section, clause, sentence, or phrase of this ordinance is found to be unconstitutional or is otherwise held invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining parts of this ordinance.

**SECTION 4.** This ordinance shall be in full force and effect from and after its publication in the Garden City Telegram, the official city newspaper.

APPROVED AND PASSED by the Governing Body of the City of Garden City, Kansas, this _____ day of _____, 2026.

_____
MAYOR

ATTEST:

_____
CELYN N. HURTADO, City Clerk

APPROVED AS TO FORM:

_____
JENNIFER V. CUNNINGHAM, City Attorney

GARDEN CITY
KANSAS

**MEMORANDUM**

**TO:** City Commission
**THRU:** Matthew C. Allen, City Manager
**FROM:** Aleecya Charles, Assistant Neighborhood & Development Services Director
**DATE:** December 1, 2026
**RE:** City Limits Resolution

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**ISSUE:**
The Governing Body is asked to consider and approve a resolution declaring the boundary of the City of Garden City as of January 1, 2027.

1. Resolution No. _____ - 2026, a resolution declaring the entire boundary of the City of Garden City, Kansas as the 1st day of January 2027.

**BACKGROUND:**
The Kansas State Statute, K.S.A 12-517 requires that when a city has either annexed or excluded territory from its city limits, the Governing Body must, by resolution, declare the entire boundary of the city. The city must adopt this resolution by December 31, 2026. This action has come before the Governing Body due to the annexation of city property along Farmland Road. Attached is a map showing the area that was annexed into the city limits.

**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 to the City by approving the attached resolution.

**ATTACHMENTS:**
2026 Annexation Map
City Limit Resolution 2026


E KANSAS AVE
FLEMING ST
N CAMPUS DR
E FULTON ST
E US HIGHWAY 50
50
83
Property on Farmland Road
Ordiannce No. 3042-2026
Legend
Municipal Boundaries
Annexation Area
0
1,500
3,000
6,000 Feet
N
GARDEN CITY
KANSAS

**RESOLUTION NO. _____ 2026**

**A RESOLUTION DECLARING THE ENTIRE BOUNDARY OF THE CITY OF GARDEN CITY, KANSAS AS OF THE 1ST DAY OF JANUARY 2027.**

WHEREAS, K.S.A. 12-517 requires the City to declare by resolution the entire boundary of the city in any year in which territory has been added to or excluded from the city.

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

SECTION 1. The entire boundary of the City of Garden City, Finney County, Kansas as of the 1st day of January 2027 shall be as follows:

BEGINNING at the Northeast corner of Section 19, Township 24 South, Range 32 West of the Sixth Principal Meridian; thence South along the East line of Section 19, Township 24 South, Range 32 West, of the Sixth Principal Meridian, to the North bank line of the Arkansas River; thence Westerly, meandering along the North bank line of the Arkansas River, and continuing along the South line of Government Lot 1, Section 24, Township 24 South, Range 33 West of the Sixth Principal Meridian, to the Western most corner of said Lot 1, said point also being on the North line of said Section 24; thence East, along the North line of said Section 24, to the Southwest corner of Block 11, Finnup Acres; thence Easterly, along the South line of said Block 11, to the East line of said Section 24, said line also being the West line of Section 19, Township 24 South, Range 32 West of the Sixth Principal Meridian; thence North, along the West line of said Section 19 and along the West line of Section 18, Township 24 South, Range 32 West of the Sixth Principal Meridian, to the North right-of-way line of the Atchison, Topeka and Santa Fe Railroad; thence Westerly, along the North right-of-way line of the Atchison, Topeka and Santa Fe Railroad, to the West line of the East Half of Section 13, Township 24 South, Range 33 West of the Sixth Principal Meridian; thence North, long the West line of the East Half of Section 13, and the West line of the East Half of Section 12, Township 24 South, Range 33 West of the Sixth Principal Meridian, to the South line of the Northwest Quarter of the Northeast Quarter of said Section 12; thence East, along the South line of the Northwest Quarter of the Northeast Quarter of said Section 12, 31.0 feet, to the Southwest corner of Hager's Modular Home Subdivision; thence North, along the West line of Hager's Modular Home Subdivision to the South right-of-way line of Mary Street; thence South 89°49’31” West, 2,186.12 feet, along the South right-of-way line of Mary Street, which line is 30.0 feet South of and parallel with the North line of said Section 12, to the extended West line of Lot 3, Lewis Industrial Subdivision; thence North 00°00'00" East, 470.00 feet, along said line; thence North 89°49'31" West, 465.00 feet to the East right-of-way line of VFW Road, as platted by Lewis Industrial Subdivision; thence along said East right-of- way line, North 00°00'00" East, 879.05 feet; thence South 89°49'05" East, 1297.35 feet; thence South 00°10'55" West, 15.00 feet; thence South 89°49'05" East, 1243.54 feet; thence South parallel with the North-South half section line of said Section 1, 15.00 feet; thence 89°49'05" East, parallel with the south line of said section 1, 35.00 feet, to the West right-of-way line of the Garden City Western Railroad; thence South 00°19'21" West, along said right-of-way line, 1258.72 feet, to the North right-of-way line of Mary Street; thence East, 874.02 feet, along said North right-of-way line of Mary Street, which line is 30.0 feet North of and parallel with the South line of Section 1, Township 24 South, Range 33 West to the East Right of Way line of Ray Road; thence North

01°12'03" East on the East Right of Way line of Ray Road a distance of 275.05 feet; thence South 88°33'40" East on the South line of a Tract of Land recorded in the Deed in Book 298, Page 216 a distance of 123.90 feet; thence North 01°22'53" East, 5 feet; thence East 112 feet, at an interior angle of 90°09'; thence South, 280 feet, at an angle to the right of 89°51', to the North right- of-way line of Mary Street; thence East, 1056 feet, along said North right-of-way line of Mary Street; thence North, 5 feet; thence East, 244 feet, along said North right-of-way line of Mary Street, which line is 35.0 feet North of and parallel with the South line of said Section 1; thence North, along a line parallel with the East line of said Section 1, 281 feet; thence East, along a line parallel with the South line of said Section 1, 209 feet, to the West right-of-way line of U.S. Highway 50B/83B; thence North, along said right- of-way line, 190 feet; thence West, at a deflection angle of 89°57' to the left, 453 feet; thence North, at an interior angle of 90°03', 331 feet; thence East, at an interior angle of 89°57', 253 feet, thence North, 100 feet, along a line which is parallel with the East line of Section 1; thence East 200 feet along a line which is parallel with the South line of Section 1, to the West right-of-way line of U.S. Highway 50B/83B; thence North, along said right-of-way line, 383 feet; thence East, along the extended North line and the North line of 83 Commercial Subdivision, to the East right-of-way line of U.S. Highway 50B/83B; thence North, along said East right-of-way line of U.S. Highway 50B/83B, 500.00 feet; thence East, along a line parallel with the North line of 83 Commercial Subdivision, 605.52 feet; thence South 00°20'33" East, 500.01 feet, to the North line of 83 Commercial Subdivision; thence East along the North line of 83 Commercial Subdivision and continuing along the North line of Countryside Park Subdivision, to the West right-of-way line of Eighth Street; thence north along said right-of-way line 30.0 feet; thence east 65.0 feet to a point, to the Southwest corner of Lot 1, Block 1, of the Replat of The First Christian and Giron Addition; thence along the West line of said Replat, North 0°04' East, 706.69 feet; thence along the North line of said Replat, South 88°00'55" East, 328.41 feet, to the Northeast Corner of Block 2 of said Replat, said point also being the Southeast corner of Tract A of the Howard Smith First Survey; (First Christian and Giron Addition) thence North 16°37'32" West, on the Easterly Line of the Howard Smith First Survey, 92.83 feet; thence North 06°06'10" West on the Easterly Line of said Smith survey, 72.51 feet, to the Southeast corner of Tract B; thence North 02°46'34" West, on the East Line of Tract B, 150.22 feet; thence North 02°46'41" West on the Easterly Line of said Smith survey, 430.27 feet, to the Southeast corner of Tract F; thence North 02°47'48" West, on the Easterly Line of said Smith survey, to the Northeast corner of Tract M of said Smith survey; thence South 89°44' East, on the North line of the South Half of the Northeast Quarter of Section 6, Township 24 South, Range 32 West of the Sixth Principal Meridian, 2,390.0 feet, to the East right-of-way line of Third Street; thence South, 474.54 feet, along said East right-of-way line; thence East, 1,319.35 feet; thence South 832.06 feet to the North line of the Stone Addition; thence East, along the North line of the Stone Addition, to the Northeast corner of the Stone Addition; thence North 00°00'00" East, along the West line of the Northeast Quarter of Section 5, Township 24 South, Range 32 West of the Sixth Principal Meridian, 2180.04 feet thence South 88°26'32" East, 663.01 feet; thence South 00°50'32" West, 438.52 feet; thence South 89°33'00" East, 598.40 feet, to the Southwest corner of The Replat of The Trails, First Plat; thence North 00°00'00" East, 747.06 feet to the Northwest corner of said Replat, said point also being on the South right-of-way line of U.S. Highway 50/83/400; thence East, along the South right-of-way line of said Highway and continuing Southeasterly along a curve to the right and continuing Southerly along the West right-of-way line of said Highway, to the intersection with the North line of the Southwest Quarter of Section 4, Township 24 South, Range 32 West of the Sixth Principal Meridian; thence South 89°50'16" East 164.81 feet, along the north line of the Southwest Quarter of said Section 4, to the Interior Quarter Corner of said Section 4; thence South 88°10'11" East 1983.25 feet, along the North line of the Southeast Quarter of Said Section 4; thence South 0°41'15" West 1319.16 feet; thence South 89°50'16" East 421.87 feet, to the Northwest Corner of Lot 1, Block 1, The Hamptons; thence South 88°13'12" East 172.00 feet, along the North line of said Lot 1, to the West line of Jennie Barker Road; thence North along said West line to the North line of said Section 3; thence East, 80.00 feet to the East line of Jennie Barker Road; thence South, 60.00 feet to the South line of E Foxtail Road; thence S89°10'E along said South line, 882.65 feet to the West line of Antelope Hills Subdivision; thence South 11°34" East, along said West line, 1535.57 feet, thence

continuing along said West line, South 19°10’ East, 647.84 feet; thence continuing along said West line, South 45°11’ East, to a point on the Northerly line of State Highway 156; thence Easterly along said Northerly line to its intersection with the East line of the West Half of said Section 3; thence South along said East line to the Southerly line of State Highway 156; thence northeasterly, along the southerly line of State Highway 156, a distance of 1805.10 feet ; thence northwesterly, perpendicular to said southerly line, 120.00 feet, to a point on the northerly line of State Highway 156; thence southwesterly, along said northerly line, 1025.00 feet; thence northwesterly, perpendicular to the last-described course, 120.00 feet; thence southwesterly, perpendicular to the last-described course and parallel with the southerly line of State Highway 156, 176.53 feet, to a point on the northerly right-of-way line of an existing public road; thence 247.91 feet along said northerly right-of-way line to a point on the west line of the east half of Section 3; thence north along said West line to the North Quarter Corner of Section 3; thence East along the North line of Section 3 to a point 30.00 feet West of the East line of said Section 3; thence South, on a line 30.00 feet West of and parallel with said East line, to the south line of Section 3; thence East along said South line to the Southeast Corner of Section 3; thence South, along the East line of the Northeast Quarter of Section 10, Township 24 South, Range 32 West of the 6th P.M., 2647.98 feet, to the Southeast Corner of said Quarter Section; thence West, along the South line of said Quarter Section, 2236.83 feet; thence continuing along said South line, North 88°21’23” West, 401.77 feet, to the Center Corner of said Section 10; thence continuing West along the South line of the Northwest Quarter of said Section 10, 2,606.66 feet, to the East line of Jennie Barker Road; thence, South 01° 35' 58" West, along said East line, a distance of 812.24 feet; thence, South 43° 16' 03" East, continuing along said East line, a distance of 21.26 feet to the North line of C&S Circle; thence, South 01° 35' 58" West, continuing along said East line, a distance of 60.00 feet to the South line of C&S Circle; thence, South 46° 43' 57" West, continuing along said East line, a distance of 21.16 feet; thence, South 01° 35' 58" West, continuing along said East line, a distance of 488.03 feet; thence, South 43° 16' 36" East, continuing along said East line, a distance of 21.26 feet to the North line of Porterhouse Drive; thence, South 01° 35' 58" West, continuing along said East line, a distance of 60.00 feet to the South line of Porterhouse Drive; thence, South 46° 43' 24" West, continuing along said East line, a distance of 21.17; thence, South 01° 35' 58" West, continuing along said East line, a distance of 192.71 feet; thence, South 89° 16' 55" East, continuing along said East line, a distance of 5.00 feet; thence, South 01° 35' 58" West, continuing along said East line, a distance of 325.90 feet; thence, South 43° 16' 48" East, continuing along said East line, a distance of 14.17 feet to the North line of Tenderloin Drive; thence, South 01° 35' 58" West, continuing along said East line, a distance of 60.00 feet to the South line of Tenderloin Drive; thence, South 46° 43' 11" West, continuing along said East line, a distance of 14.11; thence, South 01° 35' 58" West, continuing along said East line, a distance of 230.02 feet; thence, South 00° 15' 55" East, continuing along said East line, a distance of 61.46 feet; thence, South 01° 35' 58" West, continuing along said East line, a distance of 177.06 feet; thence, South 29° 14' 04" East, continuing along said East line, a distance of 46.33 feet; thence, South 49° 25' 18" East, continuing along said East line, a distance of 40.46 feet to a point on the North line of Schulman Avenue; thence, South 01° 50' 03" West, a distance of 60.00 feet to a point on the South line of Schulman Avenue; thence, North 88° 09' 57" West, along said South line, a distance of 42.00 feet; thence, South 28° 31' 49" West, along said South line, a distance of 33.21 feet to a point on the East line of North Jennie Barker Road; thence South, on the East right-of-way line of Jenny Barker Road 600.15 feet to the South line of the North Half of the Northwest Quarter of the Northwest Quarter of Section 15, Township 24 South, Range 32 West of the Sixth Principal Meridian; thence South 89°51'25" East along said South line, 1,291.33 feet; thence South 00°00'37" West, 659.29 feet; thence South 00°00'42" East, 848.27 feet; thence North 89°52'34" West 435.75 feet thence South 03°34'47" East, 169.84 feet; thence North 89°25'06" West 258.13 feet; thence North 01°55'58" East, 126.20 feet; thence North 89°49'59" West, 203.00 feet; thence South 01°52'41" West, 429.89 feet, to a point on the North line of the Southwest Quarter of said Section 15, said line also being the North line of the Replat - Martin's Mobile Home Park, Inc.; thence South 89°44' East, 971.12 feet, along the North line of said Replat; thence South 00°04' West, 776.72 feet, along the east line of said Replat; thence South 52°27'20" East, 888.09 feet, along the Northeast line of said Replat; thence South 89°14'00" East, 540.93, feet along the North line of

said Replat; thence South 00°06' East, 1,264.23 feet, along the east line of said Replat, to the Southeast corner of the Replat - Martin's Mobile Home Park, Inc., said point being on the North right-of-way line of U.S. Highway 50/400, thence South to the intersection of the South right-of-way line of said Highway and the West line of the Northeast Quarter of Section 22; thence East, along said right-of-way line to a point 254.8 feet East of the East line of the West Half of said Northeast Quarter, thence South, to a line 600 feet south of as measured parallel with the North line of Section 22, said line being the extended South line of Renicks Subdivision; thence West along said extended line to an angle point in the Northerly line of Lot 1A of A Lot Split of Lot 1 Block 1 of Carolyn Subdivision, whence the Northwest corner of said Carolyn Subdivision bears N86°54'26"W, a distance of 125.90 feet; thence along said Northerly line for the following four (4) courses; 1. S01°31'50"W , a distance of 295.10 feet to an angle point in said Northerly line; 2. S88°06'05"E, a distance of 295.14 feet to an angle point in said Northerly line; 3. N01°31'17"E, a distance of 295.11 feet to an angle point in said Northerly line, and the South line of said Renicks Subdivision; 4. S88°06'49"E, a distance of 160.20 feet more or less to the Southwest corner of Lot 10 of said Renicks Subdivision; thence N01°31'11"W, along the West line of said Lot 10, a distance of 582.5 feet to the South line of US Highway 50 as deeded to the Secretary of Transportation in Book 131, Page 220; thence East along said South line, a distance of 360 feet more or less to a point on the East line of Lot 6 of said Renicks Subdivision; thence S01°31'11"E, along said East line of said, a distance of 582.5 feet to a point on the North line of Lot 1A of A Lot Split of Lot 1 Block 1 of Carolyn Subdivision; thence S88°06'49"E, along the North line of said Lot 1A, a distance of 350.16 feet more or less to the Northeast corner of said Lot 1A; thence S01°31'12"E, along the East line of said Lot 1A, a distance of 350.01 feet to the Southeast corner of said Lot 1A; thence N88°06'49"W, along the South line of said Lot 1A, a distance of 1,236.62 feet to the Southwest corner of said Lot 1A; thence S35°17'56"E, along the West line of A Parcel Plat of Lot 1 Block 1 of Carolyn Subdivision, and the East line of an unplatted parcel recorded in Deed Book 325, Page 314, a distance of 2,113 feet more or less to a point on the East line of Section 22 which is 2,640.58 feet North of the Southeast Corner of said Section, thence South at an interior angle of 143°08 to the intersection with a line 60 feet south of as measured perpendicular to and parallel with the East-West Half Section line of Section 23; thence North 89°51'30" East 1,250 feet more or less, along said parallel line, to a point which is 60 feet south of and 1,028.38 feet west the intersection of the Half Section Line of Section 23 and the centerline of the Second Drainage District Ditch; thence North 0°14' East 60 feet to the East-West Half Section Line of Section 23; thence North 89°51'30" East 1,028.38 feet along said Half Section Line to the centerline of the Second Drainage District Ditch; thence along said centerline North 2°43'00" West 108.40 feet to a point of curvature; thence along a curve to the left a distance of 25 feet; thence on a curve to the left on the East line of a Tract of Land recorded in the Deed in Book 317, Page 350 and having a delta angle of 28°24'41", a radius of 378.75 feet, an arc length of 187.81 feet, a chord length of 185.89 feet and a chord bearing of North 18°02'38" West; thence North 32°15'28" West on said East line a distance of 174.89 feet; thence South 88°17'26" East a distance of 535.70 feet; thence South 31°27'11" East a distance of 71.67 feet; thence South 88°17'26" East a distance of 1420.22 feet; thence North 01°31'28" East a distance of 1248.32 feet; thence South 88°15'42" East partially on the South line of a Tract of Land recorded in the Deeds in Book 230, Page 479 and in Book 237, Page 639 a distance of 1150.00 feet to the East line of said Section 23; thence South 01°31'28" West on the East line of said Section 23 a distance of 1637.74 feet to the Southeast corner of the North Half of said Section 23; thence North 88°17'26" West on the South line of said North Half and North line of Towns Riverview Subdivision a distance of 2064.52 feet to the Northwest Corner of Towns Riverview Subdivision; thence Southeasterly along the Westerly boundary of said subdivision; thence East, 287.5 feet, along the South boundary of said subdivision to the Northwest corner of Tract E; thence South along the West line of said Tract E to the South line of said subdivision; thence West along the South line of said Section 23, to the West line of the Second Drainage District Ditch; thence Southeasterly and South along said West line, to the West line of Section 24, Township 24 South, Range 32 West of the 6$^{th}$ P.M.; Thence North along said West line to the South line of E. Old Post Road, a point 2504.98 North of the northerly right-of-way line of the B.N.S.F. Railroad; thence Southeast at an angle left of 55°45'11" for a distance of 3187.84 feet; thence South at an angle left of 124°28'30"

for a distance of 988.44 feet; thence southwest at an angle left of 161°11'58" for a distance of 1330.62 feet to a point on the northerly right-of-way line of the B.N.S.F. Railroad; thence Northwest at an angle left of 73°46'42" for a distance of 2697.36 feet; thence continuing Northwesterly along said right-of-way to the East Line of Section 22; thence continuing Northwesterly along said right-of-way 1,770.0 feet to Southeast corner of Lot 1, Block 1, of the Parcel Plat of Ponderosa Addition; thence North 01°31'05" East 48.20 feet to the extreme Northeast Corner of said Lot 1, Block 1; thence continuing along said boundary North 53°31'48" West 1,105.95 feet; thence North 01°50'16" East 247.06 feet, to the intersection with a line which is 200 feet south of and parallel with the East-West Half Section Line of Section 22; thence West 300.0 feet, along said line which is 200 feet south of and parallel with said East-West Half Section Line to the North- South Half Section Line of Section 22; thence North 200 feet, along said Half Section Line to the Center Corner of Section 22; thence North 01°51'08" East, 75.00 feet, to the Southerly Boundary of Lot 2, Block 1, T P & L Industrial Park; thence North 88°01'16" West, 100.00 feet; thence South 01°55'28" West, 75.10 feet; thence North 88°04'09" West, 247.30 feet to the Southerly line of TP&L Industrial Park; thence North 53°31'48" West 340.24 feet; thence Northwesterly along a curve to the left, with a radius of 6540.00 feet, an arc length of 798.17 feet, with a chord bearing North 57°01'35" West, 797.68 feet to the East line of the West Half of the Northwest Quarter of Section 22; thence Northwesterly on a curve along the North boundary line of Lot 1, Block 1 of the Ponderosa Addition for a distance of 1,425.73 feet to the West line of Section 22; thence North 01°47'49" East, 51.19 feet to the North line of Drainage District No. 1 Tract of Land; thence North 47°13'07" West along said North line a distance of 59.61 feet to a point 45.00 feet West of the West line of said Section 22; thence North 01°47'49" East a distance of 839.06 feet; thence South 88°12'11" East a distance of 45.00 feet to the West line of said Section 22; thence South 01°47'49" West along said Section line a distance of 61.40 feet; thence South 88°12'11" East, 50.00 feet; thence North 01°47'49" East, 560.17 feet, along the East right-of-way line of Jennie Barker Road (TP&L); thence West, along the South right-of-way line of U.S. Highway 50/400, to the Northeast corner of Tract C, Parcel Plat of Windriver; thence Southeast along the East line of said Tract C, to the Southeast Corner of said Tract C; thence West along the South line of Said Tract C, to the Northeast Corner of Tract B, Parcel Plat of Windriver; thence Southeasterly and South along the East line of said Tract B, to the South line of said Tract B; thence West and Northwesterly along said South line, to the West line of said Tract B; thence North along the West line of said Tract B, to the southerly line of the tract identified as Wind River Drive, Parcel Plat of Windriver; thence Northwesterly along said line to the Southwesterly corner of said tract; thence Northeasterly along said line to the extreme Southwestern corner of Tract C, Parcel Plat of Windriver; thence Northeast and North along the West line of said Tract C, to the South right-of-way line of U.S. Highway 50/400 (WindRiver Grain & Bonanza BioEnergy); thence West, along the South right-of-way line of U.S. Highway 50/400 to the intersection with the East right-of-way line of U.S. Highway 83; thence continuing West, to the Northeast corner of Jameson Addition; thence South, 750.57 feet, along the East line of Jameson Addition, to the Southeast corner of said Jameson Addition; thence Northwesterly, 942.63 feet, along the south line of said Jameson Addition, to the Southwest corner of said Jameson Addition; thence North 76°43'38" West, 399.66 feet; thence North 76°46'24" West, 73.41 feet; thence North 03°22'20" East, 514.84 feet, to a point on the North line of Section 21, T24S, R32W; thence West, along said North line, to the Northwest corner of said Section 21; thence south, along the East line of the Northeast Quarter of Section 20, Township 24 South, Range 32West of the Sixth Principal Meridian, to the intersection of said line with the North right-of-way line of the Atchison, Topeka and Santa Fe Railroad; thence Northwesterly, along said North right-of-way line, to the intersection of this line and the East line of the Southwest Quarter of the Southwest Quarter of Section 17; thence South, on the East line of the Southwest Quarter of the Southwest Quarter of said Section 17, to the South line of said Section 17; thence West, on the South line of said Section 17, to the POINT OF BEGINNING;

AND

A tract of land located in the North Half of Section 23, Township 24 South, Range 32 West of the 6th P.M. Finney County, Kansas, more particularly described as follows:
Commencing at the Northeast Corner of said Section 23; thence South 01°31'28" West on the East line of Section 23 a distance of 1000.00 feet; thence North 88°15'42" West a distance of 1000.00 feet to the Point of Beginning; thence continuing North 88°15'42" West a distance of 171.63 feet; thence South 16°27'42" West a distance of 155.09 feet; thence South 88°15'42" East a distance of 61.60 feet; thence South 01°31'28" West a distance of 74.08 feet; thence North 69°34'30" West a distance of 78.86 feet; thence South 16°27'42" West a distance of 162.73 feet; thence South 03°52'45" West a distance of 394.04 feet; thence South 89°15'53" East a distance of 132.76 feet; thence South 01°31'28" West a distance of 50.00 feet; thence North 89°15'53" West a distance of 817.22 feet; thence South 04°31'53" West a distance of 355.10 feet; thence South 01°42'34" West a distance of 82.11 feet; thence North 88°17'26" West a distance of 50.00 feet; thence North 01°42'34" East a distance of 83.34 feet; thence North 04°31'53" East a distance of 403.12 feet; thence South 89°15'53" East a distance of 681.87 feet; thence North 03°52'45" East a distance of 402.30 feet; thence North 16°27'42" East a distance of 381.34 feet; thence South 88°15'42" East a distance of 197.99 feet; thence North 01°31'28" East a distance of 893.58 feet; thence North 88°08'49" West a distance of 970.49 feet; thence North 88°09'53" West a distance of 1869.14 feet; thence North 03°23'28" West a distance of 20.08 feet; thence South 88°09'53" East a distance of 1870.97 feet; thence South 88°08'49" East a distance of 990.38 feet; thence South 01°31'28" West a distance of 933.54 feet to the point of beginning.

AND

A tract of land located in Section 21, Township 24 South, Range 32 West of the 6th P.M., Finney County, Kansas, more particularly described as follows: Commencing at the Northeast corner of said Section 21, thence South, 1,725.87 feet; thence West, 104.00 feet, to the POINT OF BEGINNING; thence South, along a line parallel line with to the East Line of said Section 21, to the North bank of the Arkansas River; thence Westerly, meandering along the North bank of the Arkansas River, to the Easterly right-of-way line of US-83 highway; thence in a Northerly direction, along said Easterly right-of-way line, to the southerly right-of-way line of the BNSF Railroad; thence in an Easterly direction, along the South line of said Railroad, to the POINT OF BEGINNING;

AND

A tract of land located in the Southeast Quarter of Section 32, Township 23 South, Range 32 West of the 6th P.M., Finney County, Kansas, more specifically Lot 2, Block 1 of Jarmer Well Addition;

And EXCEPT

A tract of land lying in the Northeast Quarter (NE ¼) of Section 16, Township 24 South, Range 32 West of the 6th Principal Meridian more particularly described as follows: BEGINNING at the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 16; thence South 00°05'50" East, 30.00 feet, to the POINT OF BEGINNING; thence North 90°00'00" East, 149.00 feet, along the south line of Schulman Avenue; thence South 00°05'50" East, 242.50 feet; thence North 90°00'00" West, 149.00 feet; thence North 00°05'50" West, 242.50 feet, to the South right-of-way line of said Schulman Avenue; thence North 90°00'00" East to the POINT OF BEGINNING;

And EXCEPT

Lot 2, Block 1, Lang Add;

And EXCEPT

A Tract of land in Finney County Register of Deeds Book 328, Page 655 described as follows. A tract situated in Tract Three (3) of V.R. Mayo's Subdivision of a portion of Section Sixteen (16), Township Twenty-four (24) South, Range Thirty-two (32) West of the 6th P.M., in Finney County, Kansas, described as follows:
Beginning at a point 480.6 feet West and 49.57 feet North of the Southeast Corner of Section Sixteen, Township Twenty-four South, Range Thirty-two West of the 6th P.M., in Finney County, Kansas, said point being on the Northerly right of way line of U.S. Highway No. 50, thence West along said right of way line a distance of 188.07 feet, thence North at an interior angle of 88°25' a distance of 241 feet, thence East at an interior angle of 91°37' a distance of 181.41 feet, thence South at an interior angle of 90°06' a distance of 241 feet to the point of beginning.

And EXCEPT

The following tract in Section 22, beginning at the intersection of the South right-of-way line of U.S. Highway 50/400 and the West line of the Northeast Quarter of Section 22, thence South 01°51'25" West, 1,460.58 feet, more or less, to the Northeast corner of Lot 2, Block 1, TP & L Industrial Park; thence North 88°14'35" West, 685.00 feet, along the boundary of Lot 2, Block 1, T P& L Industrial Park; thence North 01°36'09" East, 684.59 feet, along said boundary; thence North 88°08'35" West, 6.98 feet, along said boundary; North 01°51'25" East, 771.42 feet, along said boundary, to the South right-of-way line of U.S. Highway 50/400; thence East along said right-of-way, to the West line of the Northeast Quarter of Section 22 to the POINT OF BEGINNING;

And EXCEPT

The following tract, BEGINNING at a point on the East right-of-way line of U.S. Highway 50/83/400, said point being South 06°50'25" East 661.31 feet from the North Quarter Corner of Section 9, Township 24 South, Range 32 West of the Sixth Principal Meridian, thence along said right-of-way, North 06°47'07" East 579.09 feet; thence North 75°54'33" East 140.89 feet, to the South line of Mary Street; thence North 13°30'47" East 81.74 feet, to the North line of Mary Street; thence North 60°05'45" West 146.24 feet; thence North 0°57'20" W 310.67 feet; thence South 88°20'45" East 952.07 feet; thence South 01°39'15" West 380.00 feet to the North line of Mary Street; thence South 88°21'23" East 399.07 feet, along said line, to the Southeast corner of Lot 1, Block 1, O'Brate Addition; thence continuing South 88°21'23" East 210.13 feet along said line extended; thence continuing along the Northerly line of Mary Street, along a curve to the right, with a radius of 540.00 feet, an arc distance of 303.15 feet, with a chord bearing South 61°25'54" East 299.87 feet along said line; thence South 45°13'26" East 80.86 feet, along said line; thence South 89°46'34" East 21.21 feet along said line to the Northwesterly line of K-156; thence South 44°46'34" West 695.68 feet along said line; thence North 46°54'13" West, 75.00 feet; thence South 43°05'47" West, 150.00 feet; thence North 46°54'13" West, 500.00 feet; thence South 90°00'00" West, 111.95 feet; thence North 00°00'00" East, 367.80 feet, to the South line of Mary Street; thence South 90°00'00" West, 219.00 feet, along said South line; thence South 0°00'00" West, 625.00 feet; thence South 90°00'00" West, 671.43 feet; to the POINT OF BEGINNING;

And EXCEPT

The following tract, commencing at the Northwest Corner of said Section 10, thence East along the North line of said Section, 32 feet; thence South on a line parallel with the West line of said Section, 398 feet, to the POINT OF BEGINNING; thence East along a line parallel with the North line of said Section, 417 feet; thence South along a line parallel with the West line of said Section 208.5; thence West, along a line parallel with the North line of said Section, 417 feet; thence North 208.5 feet to the POINT OF BEGINNING;

And EXCEPT

The following tract, (Darling National & Felix Ranch Addition) BEGINNING at the Northeast Corner of Lot 1, Block 1, Felix Ranch Addition; thence N 53°30'04" W 1,609.34 feet to the Northwest Corner of said Lot 1; thence S 01°38'18" W 468.77 feet; thence S 01°38'03" W 298.14 feet to Southwest Corner of Lot 2, Block 1, Felix Ranch Addition, said point being on the South line of the West Half of the Northeast Quarter of Section 22, thence West along the South Line of said Northeast Quarter to the East line of the West Half of said Northeast Quarter to a point 1,203.0 feet east of the Center Corner of Section 22; thence South 839.55 feet; thence Southeasterly at an interior angle of 124°57' to the west right-of-way line of Farmland Road; thence north 1,697.40 feet along said right-of-way to the POINT OF BEGINNING.

And EXCEPT

A tract of land lying in the Northeast Quarter (NE ¼) of Section 9, Township 24 South, Range 32 West of the 6th Principal Meridian more particularly described as follows:
Commencing at the Southeast corner of the Northeast Quarter of said Section 9; thence N 88° 19' 39" W, along the South line of said Northeast Quarter, a distance of 33.00 feet to the West line of Jennie Barker Road and the POINT OF BEGINNING; thence, North 01° 22' 41" East, along the West line of Jennie Barker Road, a distance of 1569.57 feet; thence, North 88° 37' 01" West, continuing along said West line, a distance of 35.00 feet; thence, North 01° 29' 15" East, continuing along said West line, a distance of 82.50 feet to a point on the south line of a tract in the Northeast corner of said Section 9. thence, South 88° 37' 01" East, continuing along said West line, along said south line, a distance of 27.72; thence, North 01° 28' 40" East, continuing along said West line, a distance of 8.85 feet to the beginning of a curve, thence continuing along said West line through said curve turning to the left through an angle of 27° 33' 36.2", having a radius of 460.00 feet, and whose long chord bears North 12° 18' 08" West, a distance of 219.14 feet to a point of intersection with a non-tangential line. thence, North 34° 28' 37" West, continuing along said West line, a distance of 32.10 feet to a point on the South line of Lot 1, Kansas Lodging 1 Addition; thence North 88°25'18 West 834.49feet, along the South line, to the Southeasterly line of K-156 (Kansas Avenue); thence South 44°46'34" West 350.78 feet, along said Southeasterly line; thence South 89°54'00" East, 416.07 feet; thence South 0°00'00" West, 423.75 feet; thence South 46°46'08" East, 142.11 feet; thence South 43°13'52" West, 42.32 feet; thence South 46°46'08" East, 100.00 feet; thence South 43°13'52" West, 905.64 feet; thence South 46°46'08" East, 184.03 feet; thence South 42°41'55" West, 334.57 feet, to the North line of the Southeast Quarter of Section 9, Township 24 South, Range 32 West of the Sixth Principal Meridian; thence East, along said North line, 1228.5 feet more or less to the Point of Beginning.

And EXCEPT

A tract of land lying in the Northeast Quarter (NE ¼) of Section 9 and the Southeast Quarter of Section 4, Township 24 South, Range 32 West of the 6th Principal Meridian more particularly described as follows:
Commencing at the Northeast corner of said Section 9; thence N 88° 21' 23" W, along the North line of said Northeast Quarter, a distance of 805.64 feet to a point on the North line of E. Mary St and the POINT OF BEGINNING;
Thence, N 88° 21' 23" W continuing along the North line of said Section 9, a distance of 876.73 feet to the Northwest corner of a tract of land described in Book 292, Page 262 Finney County Register of Deeds; thence S 01°38'37" W, along the West line of said tract, a distance of 30.00 feet to the South line of said E. Mary St; thence N 88°21'23" W, along said South line, a distance of 219.00 feet to the Northwest corner of a tract of land; thence S 01°38'37" W, along the West line of said Tract, a distance of 625.00 feet; thence N 88°21'23" W, a distance of 671.43 feet to a point on the Easterly Right of Way of U.S. Highway 50/83/400; thence N 06°45'024" E, along said Right of Way, a distance of 579.08 feet; thence North 75°52'30" East, a distance of 140.89 feet, to the South line of Mary Street; thence North 13°28'44" East , a distance of 81.74 feet, to the North line of Mary Street; thence North 60°07'48" West, a distance of 146.24 feet, to the East Right of Way of U.S. Highway 50/83/400; thence North 0°59'23" West, along said Right of Way, a distance of 310.67 feet; thence South 88°22'54" East 952.07 feet; thence South 01°37'12" West 380.00 feet to the North line of Mary Street; thence South 88°21'23" East, along said line, to the Southeast corner of Lot 1, Block 1, O'Brate Addition; thence continuing South 88°21'23" East along said line extended; along the Northerly line of Mary Street, along a curve to the right, with a radius of 540.00 feet, to the Point of Beginning,

**SECTION 2.** That pursuant to K.S.A. 12-518, the City Clerk shall file certified copies of this Resolution with the county clerk, register of deeds, state transportation engineer and the county election commissioner.

**ADOPTED** by the Governing Body of the City of Garden City, Kansas on the_____day of _____, 2026.

_____
**Tom "Tam" Nguyen, Mayor**

**ATTEST:**

_____
**Celyn N. Hurtado, City Clerk**

GARDEN CITY
— KANSAS —

**MEMORANDUM**

**TO:** City Commission
**THRU:** Matthew C. Allen, City Manager
**FROM:** Jared Kuhlmann, Finance Director
**DATE:** December 1, 2026
**RE:** Fee Schedule Resolution

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**ISSUE:**

The Governing Body is asked to consider and approve the following resolution regarding the Fee Schedule for the City of Garden City.

1. Resolution No. _____ -2026, a resolution of the governing body of the City of Garden City, Kansas, establishing a master fee schedule for calendar year 2027.

**BACKGROUND:**

The City of Garden City staff have been working to update the existing Fee Schedule to reflect desired rate increases to address inflationary pressures affecting City programs and services. This Resolution contains the rates for the goods and services provided by the City of Garden City for calendar year 2027. The schedule shows the year of the most recent change to the current rate, and incorporates all rates with an updated rate for 2026.

Going forward, City staff will continue to review the Fee Schedule annually and will propose any rate adjustments for the City Commission's review near the end of each year, with adoption of a Resolution establishing the rates for each calendar year. Staff began reviewing and adjusting the fee schedule in October 2026. In future years, the Finance Department will initiate the process earlier in the year to allow departments more time to complete their analysis of current rates, and to take any proposed changes before any applicable advisory board. This will allow for more input and feedback from each department to be provided to the Governing Body when the proposed changes are presented in November.

While the Fee Schedule incorporates most rates for general services of the City of Garden City, it should be noted that applicable rate changes to the City's utility rates for Electric, Water, Wastewater, Stormwater, and Solid Waste will still be brought to the City Commission for separate consideration and will be adjusted through separate ordinances. The utility rates effective in 2027 are shown in this Fee Schedule in Addendum D for informational purposes, and are not established by this resolution.

Similarly, the Fine Schedule for the Municipal Court is established by the Municipal Court Judge. The Municipal Court Fine Schedule for 2027 is shown in Addendum C for informational purposes, but is subject to change at the determination of the Municipal Court Judge.

**ALTERNATIVES:**

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

**RECOMMENDATION:**
Staff recommends the Governing Body approve the resolution.

**FISCAL NOTE:**
The fees shown in this resolution will take effect January 1, 2027. The City anticipates increased revenues in 2027 due to higher rates established in this Fee Schedule.

**ATTACHMENTS:**
2027 Fee Schedule - Resolution

**CITY OF GARDEN CITY FEE SCHEDULE**
**RESOLUTION NO. - 2026**
**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF GARDEN CITY, KANSAS, ESTABLISHING A MASTER FEE SCHEDULE FOR CALENDAR YEAR 2027.**
**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body of the City of Garden City, Kansas:

| CODE REF. | DESCRIPTION | LAST CHANGED | RATE |
|---|---|---|---|
| **CITY CLERK** | | | |
| 22-240 | **Mobile Food Vendors** | **2027** | |
| | Annual mobile food vendor license fee | | $760.00 |
| | Monthly mobile food vendor license fee | | $253.00 |
| | Daily mobile food vendor license fee | | $63.00 |
| 6-88 | **Cereal Malt Beverage** | | |
| | On Premise | 2024 | $200.00 per year |
| | Off Premise | 2026 | $50.00 per year |
| 6-88 | Change of location fee | 2026 | $50.00 |
| | Special event | 2026 | $100.00 per event |
| 6-128 | **Occupational Tax - Retail liquor stores** | | |
| | Liquor license - off premise | 2024 | $600.00 |
| 6-158 | **Private club license** | 2011 | |
| | Class A Club | | $500.00 |
| | Class B Club | | $500.00 |
| 6-178 | **Drinking Establishment** | | |
| | Liquor License - on premise | 2011 | $500.00 |
| 22-69 | **Ciruses and Carnivals** | | |
| | Circuses and Carnivals Permit | **2027** | $104.00 per day |
| 22-70 | **Precious Metal Dealers** | | $25.00 per year |
| | **Pawnbrokers** | | $25.00 per year |
| 22-131 | **Itinerant Merchants** | **2027** | |
| | Local - per year | | $380.00 |
| | Local - per month | | $127.00 |
| | Local - per day | | $32.00 |
| | Non-Local per month | | $1,140.00 |
| | Non-Local per day | | $380.00 |
| 98-70 | **Taxi Cab/Limo** | | |
| | Per Vehicle | **2027** | $31.00 per vehicle |
| 2-745 | **Records Requests** | | |
| | Calculated on factors related to each request | 2022 | Varies |
| 42-31 | **Administration** | | |
| | Waiver of ordinances | **2027** | $500.00 |
| **AIRPORT** | | | |
| | **Hangar Rentals** | | |
| | **Single Bifold Door** | 2024 | **Per Month:** |
| | Regular | | $100.00 |
| | End Hangar | | $125.00 |
| | **Single Slider Door** | | |
| | Regular | | $90.00 |
| | End Hangar | | $115.00 |
| | **Twin Slider Door** | | |
| | Regular | | $130.00 |
| | End Hangar | | $155.00 |
| | **Storage Hangar** | | |
| | Non-aeronautical airside | | $500.00 |
| | Non-aeronautical landslide | | $100.00 |
| | Non-aeronautical landside end hangar | | $125.00 |
| **CEMETERY** | | | |
| 30-40 | **Weekend (Sat & Sun) holiday funerals** | **2027** | $414.00 |
| 30-54 | **Service charges for foundations and bases** | **2027** | |
| | Single or double base or foundation | | $52.00 |
| | Required relocation of single or double base or foundation | | $41.00 |
| 30-80 | **Gravesites** | | |
| | **Sunset Memorial Gardens** | **2027** | |
| | Adult grave spaces | | $466.00 |
| | Half spaces for infants and cremations | | $259.00 |
| | Deposit for site | | $78.00 |
| | **Valley View** | **2027** | |
| | Adult grave spaces | | $570.00 |
| | Half spaces for infants and cremations | | $336.00 |
| | Deposit for site | | $78.00 |
| | Mausoleums, price per lot | | $5,175.00 |
| 30-88 | **Grave Opening and Closing** | **2027** | |
| | Adult grave | | $518.00 |
| | Weekends (Sat & Sun) and holidays | | $725.00 |
| | Infant grave | | $362.00 |
| | Weekends (Sat & Sun) and holidays | | $518.00 |
| | Ashes interment (cremated remains) | | $207.00 |
| | Weekends (Sat & Sun) and holidays | | $259.00 |
| | Interment services for after 3:30 pm on weekdays | | Additional $207.00 |
| | Interment services for a Saturday or Sunday or holiday | | Additional $311.00 |
| 30-87 | **Reopening and disinterment** | **2027** | |

| CODE REF. | DESCRIPTION | LAST CHANGED | RATE |
|---|---|---|---|
| | Container 42 inches in size and larger | | $1,035.00 |
| | Container less than 42 inches in size | | $828.00 |
| | Cremation container | | $414.00 |
| 30-58 | **Valley View Columbarium fees** | **2027** | |
| | Top row niche | | $1,316.00 |
| | Second row niche | | $1,184.00 |
| | Third row niche | | $1,053.00 |
| | Bottom row niche | | $921.00 |
| | Addition of a second urn to a single niche | | |
| | with engraving | | $494.00 |
| | additional cremation | | $461.00 |
| | Holiday and weekend inurnments | | $395.00 |
| | Disinterment | | $461.00 |
| **FIRE** | | | |
| | **CPR and First Aid** | **2027** | $21.00 |
| 34-58 | **False Alarm Fees** | **2027** | |
| | 1-5 | | No Assessment |
| | 6-10 | | $114.00 |
| | 11-15 | | $285.00 |
| | 16+ | | $569.00 |
| 46-2 | **Townships** | | Dictated by separate contracts, listed her as FYI |
| | Garden City | **2023** | 1 Mill |
| | Garfield | | $450.00/run |
| | Ivanhoe | | 1/2 Mill |
| | Pierceville | | $450.00/run |
| | Pleasant Valley | | 1/2 mill |
| | Sherlock | | 55% of 3/4 mill |
| | Terry | | 1/2 mill |
| | **Emergency Response** | **2026** | |
| | Motor Vehicle Accident | | $550.00 per hour |
| | Vehicle Fire | | $750.00 per hour |
| | Command Vehicle | | $350.00 per hour |
| | Fluid Spill | | $750.00 per hour |
| | Additional Apparatus | | $550.00 per hour |
| **MUNICIPAL COURT** | | | |
| 1-9 | **Court Costs** | 2026 | |
| | Traffic Cases | | $80.00 |
| | Criminal Cases | | $100.00 |
| | Parking Cases | | $10.00 |
| | **Court Fines** | | |
| 1-9 | **Warrant Fees** | 2026 | |
| | Warrant Issue Fee | | $70.00 |
| | Warrant Administrative Fee | | $30.00 |
| 2-745 | **Record Requests** | | |
| | Calculated on factors related to each request | 2022 | Varies |
| | **Diversion Fees** | 2026 | |
| | Traffic Cases | | $160.00 |
| | Criminal Cases | | $360.00 |
| | **Diversion - Community Service Buyout** | 2026 | $30.00/hour |
| | **Fast Track Fees** | 2026 | |
| | Traffic | | $160.00 |
| | Traffic - Construction/School Zone | | $210.00 |
| | **Expungement** | 2026 | $150.00 |
| | **Driving Class** | 2026 | $50.00 |
| **NEIGHBORHOOD & DEVELOPMENT SERVICES** | | | |
| **PLANNING AND ZONING** | | | |
| | **City Planning and Zoning Applications** | | |
| | Amendment Change | **2027** | $333.00 |
| | Certificate of Zoning | **2027** | $52.00 |
| | Conditional Use Permit | **2027** | $285.00 |
| | Conditional Use Permit Transfer | **2027** | $250.00 |
| | Home Insulation Loan | 2006 | 10% downpayment based on loan amount |
| | Neighborhood Revitalization Program | **2027** | $311.00 |
| | Rezoning | **2027** | $311.00 |
| | Variance | **2027** | $285.00 |
| | RHID Application Fee | **2027** | $2,000.00 |
| | Zoning Use Permit (Home Occupation) | **2027** | $52.00 |
| | **Plat Filing Applications - City** | **2027** | |
| | City Parcel Plat/Lot Split | | $83.00 |
| | City Preliminary Plat | | $207.00 + $5.00/lot |
| | City Final Plat | | $155.00 + $5.00/lot |
| **INSPECTIONS** | | | |
| | **Contractor Licensing** | **2027** | |
| 94-2 | Arborist License | | $52.00 |
| | Contractor License New | | $259.00 |
| | Contractor License Renewal | | $155.00 |
| | Contractor License Renewal Late fee | | $155.00 |
| | Trade Cards - New & Renewals | | $26.00 |
| | Exam Sponsorship Fee | | $41.00 |
| | **Residential Permits** | **2027** | Examples shown in Addendum A |

| CODE REF. | DESCRIPTION | LAST CHANGED | RATE |
|---|---|---|---|
| | **Fees based on Project Valuation** | | |
| | $0.01 to $500.00 | | $40.00 |
| | $500.01 to $2,000.00 | | $40.00 for first $500.00 plus $2.00 for each additional $100.00 or fraction thereof |
| | $2,000.01 to $25,000.00 | | $71.00 for first $2,000.00 plus $11.00 for each additional $1,000.00 or fraction thereof |
| | $25,000.01 to $50,000.00 | | $333.00 for first $25,000.00 plus $8.00 for each additional $1,000.00 of fraction thereof |
| | $50,000.01+ | | $540.00 for first $50,000.00 plus $5.00 for each additional $1,000.00 or fraction therof |
| | **Commercial & Industrial Permits** | **2027** | Examples shown in Addendum B |
| | **Fee Based on Project Valuation** | | |
| | $0.01 to $500.00 | | $43.00 |
| | $500.01 to $2,000.00 | | $43.00 for first $500.00 plus $2.50 for each additional $100.00 or fraction thereof |
| | $2,000.01 to $25,000.00 | | $82.00 for first $2,000.00 plus $19.00 for each additional $1,000.00 or fraction thereof |
| | $25,000.01 to $50,000.00 | | $511.00 for first $25,000.00 plus $10.00 for each additional $1,000.00 of fraction thereof |
| | $50,000.01 to $100,000.00 | | $770.00 for first $50,000.00 plus $8.00 for each additional $1,000.00 or fraction therof |
| | $100,000.01+ | | $1,184.00 for first $100,000.00 plus $6.00 for each additional $1,000.00 or fraction therof |
| | **Fence Permit** | 2026 | Fee based on project valuation - Residential and Commercial rates |
| | **ROW permit (Curb Cut)** | **2027** | $78.00 |
| | **Excavation Permit** | **2027** | $52.00 |
| | **Sign Permit (permanent)** | **2027** | $104.00 |
| | **Sign Permit - Temporary or Portable** | **2027** | Free |
| | **Sign Permit - Offsite & EMB** | **2027** | |
| | **Fee Based on Project Valuation** | | |
| | $0.01 to $6,000.00 | | $95.00 |
| | $6,000.01 to $25,000.00 | | $165.00 |
| | $25,000.01 to $50,000.00 | | $279.00 |
| | $50,000.01 to $100,000.00 | | $433.00 for the first $50,000.01 plus $5.50 for each additional $1,000.00 or fraction thereof, to and including $100,000.00 |
| | $100,000.01 to $250,000.00 | | $760.00 for the first $100,000.01 plus $4.75 for each additional $1,000.00 or fraction thereof, to and including $250,000.00 |
| | $250,000.01 to $500,000.00 | | $1,472.00 for the first $250,000.01 plus $5.00 for each additional $1,000.00 or fraction thereof |
| | $500,000.01 to $1,0000,000.00 | | $2,735.00 for the first $500,000.01 plus $5.00 for each additional $1,000.00 or fraction thereof. |
| | $1,000,000.01 and Over | | $5,267.00 for the first $1,000,000.01 plus $2.50 for each additional $1,000.00 or fraction thereof. |
| 78-42 | **Blanket Permit** | **2027** | $1,553.00 |
| | **Demolition Permit** | **2027** | $52.00 |
| | **Right-of-Way for Parklets Permit** | **2027** | $207.00 annually |
| | **Mileage Fee** | **2027** | $16.00 |
| | **Inspections** | **2027** | |
| | **After hours** | | $83.00 |
| | **Re-Inspections** | | 3rd time inspection - $52.00 per hour |
| | **Inspections for which fee is not specifically indicated** | | $31.00 |
| | **Canceled Permit Processing Fee** | **2027** | $21.00 |
| | **Plan/Additional Plan Review** | **2027** | $135.00 Per hour |
| | **House Moving** | **2027** | |
| | **House Moving Bldg Inspection** | | $135.00 |
| | **House Moving Bldg Permit** | | $798.00 |
| | **Working w/o Permit** | **2027** | |
| 18-6 | **Working w/o permit - $25k or less** | | Double the regular permit fee plus $63.00 |
| | **Working w/o permit - Greater than $25k** | | Double the regular permit fee plus $317.00 |
| | **Building Safety Board of Appeals - Appeal Application** | **2027** | $430 |
| 38-113, 38-114 | **Code Enforcement** | **2027** | |
| | Weed Abatement - Owner A/R | | Admin fee of $78.00, plus the cost incurred in abatement |
| | Unlawful Deposit Abatement | | Admin fee of $78.00, plus the cost incurred in abatement |
| | Environmental Nuisance Abatement | | Admin fee of $88.00, plus the cost incurred in abatement |
| | Dead/Diseased Trees Abatement | | Admin fee of $88.00, plus the cost incurred in abatement |
| | Vehicle Nuisance Abatement | | Admin fee of $155.00, plus the cost incurred in abatement |
| | Delinquent Payment Administration Fee | | $33.00 assessed to any abatement fee not paid on time |
| **POLICE DEPARTMENT** | | | |
| 2-745 | **Records Requests** | | |
| | Calculated on factors related to each request | 2022 | Varies |
| | **Online Accident Reports** | 2026 | $5.00 |
| 38-31 | **Vehicle Impound Fees** | **2027** | |
| | Tow Fee | | Cost of Tow + $26.00 Admin Fee |
| | After 14 days | | Cost of Tow + $26.00 Admin Fee + $10.00/day |
| 86-2 (section m) | **Micro Utility Vehicle Registration** | **2027** | |
| | New Registration | | $27.00 |
| | Annual Renewal | | $16.00 |
| 34-58 | **False Alarm** | **2027** | |
| | 1-5 | | No fee |
| | 6-10 | | $114.00 |
| | 11-15 | | $285.00 |
| | 16+ | | $569.00 |

| CODE REF. | DESCRIPTION | LAST CHANGED | RATE |
|---|---|---|---|
| | **Cellular Phone Wiping** | **2027** | $113.00 |
| | **Animal Fees** | | |
| 10-102 | **Dog & Cat Tags** | **2026** | |
| | Neutered/Spayed | | $5.00 |
| | Unneutered/unspayed | | $10.00 |
| 10-106 | Lost dog or cat tag | 2026 | $3.00 |
| 10-156 | Commercial kennel registration | **2027** | $36.00 |
| 10-157 | Cattery registration | **2027** | $16.00 |
| | **Gun Range** | **2027** | |
| | **Lane Rental** | | |
| | Handgun | | $15.00/hour |
| | Rifle | | $20.00/hour |
| | **Annual single membership** | | $400.00 |
| | **Annual family membership** | | $550.00 |
| | **Eyes/Ears/Ammo/Targets** | | Fair market pricing |
| **RECREATION:** | | | |
| | **Adult Sports** | **2027** | |
| | **Team Sports** | | |
| | Coed Softball League - 10 Games | | $523.00 per team |
| | Coed Summer Softball - 14 Games | | $654.00 Per team |
| | Coed Volleyball | | $202.00 per team |
| | Futsal League | | $273.00 per team + $24.00 per player |
| | Night Soccer | | $273.00 per team + $24.00 per player |
| | Women's Soccer | | $238.00 per team + $23.00 per player |
| | Women's Volleyball | | $202.00 per team |
| | Men's Basketball League | | $500.00 per team |
| | Women's Basketball League | | $329.00 per team |
| | Softball Tournament | | $231.00 per team |
| | Team Late Registration | | Additional $52.00 |
| | **Individual Sports** | | |
| | Disc Golf League | | $26.00/player |
| | Disc Golf Tournament | | $26.00/player |
| | Pickleball League | | $26.00/player |
| | Ping Pong League | | $26.00/player |
| | Cornhole Tournament | | $30.00/player |
| | Individual Late Registration | | Additional $12.00/person |
| | Road Races 1 Mile | | $34.00 |
| | Late Registration | | $40.00 |
| | Road Races 5k | | $45.00 |
| | Late Registration | | $51.00 |
| | **Youth Sports** | **2027** | |
| | Youth Archery | | $34.00 |
| | Baseball & Softball - Ages 6-12 | | $45.00 |
| | Baseball & Softball - Jr & Pony | | $55.00 |
| | Baseball & Softball - Mini Sluggers & T-ball | | $37.00 |
| | Basketball Camp | | $48.00 |
| | NFL Flag Football | | $53.00 |
| | Futsal | | $42.00 |
| | Pre-season Baseball League | | $65.00 |
| | Soccer | | $40.00 |
| | Spring Training | | $42.00 |
| | Summer Fit Camp | | $27.00 |
| | Volleyball Camp | | $49.00 |
| | Volleyball League - Mini Hitters | | $37.00 |
| | Volleyball League - Olders | | $45.00 |
| | Basketball League - Mini Dribblers | | $37.00 |
| | Basketball League - Older | | $48.00 |
| | Blue Tide Swim Team | | $117.00 |
| | Late Registration | | Additional $10.00/person |
| | **Other Activities** | | |
| | Easter Egg Hunt | 2026 | $5.00 |
| | Royal Tea Party | **2027** | $33.00 for entry of two + $11.00/additional entry |
| | Beginning Line Dancing | **2027** | $34.00 |
| | Daddy Daughter Dance | **2027** | $34.00 for entry of two + $11.00/additional entry |
| | Carnival | 2024 | $5.00 |
| | Enrichment Classes (may have additional supply costs) | **2027** | $11.00 - $45.00 |
| | Enrichment Camps (Creativity, Cupcake, etc) | **2027** | $27.00 - $69.00 |
| | Youth Theater Camp | **2027** | $42.00 |
| | Holiday Photos | **2027** | $12.00 |
| | Fitness Class Drop In Fee | 2026 | $5.00 |
| | Fitness Class Registered per class rate | 2024 | $3.00/class |
| | Single Day Open Gym Pass | 2026 | $3.00 |
| | Walking Group (18 times) | **2027** | $11.00 |
| | **Core Fitness** | | |
| | Single - Daily Drop In | 2026 | $6.00 |
| | Single - Weekly Pass | **2027** | $31.00 |
| | Single - Monthly | **2027** | $47.00 |
| | Single - Monthy (Auto Pay) | **2027** | $46.00 |
| | Single - Annual | **2027** | $490.00 |
| | Couple - Monthly | **2027** | $78.00 |

| CODE REF. | DESCRIPTION | LAST CHANGED | RATE |
|---|---|---|---|
| | Couple - Monthly (Auto Pay) | **2027** | $70.00 |
| | Couple - Annual | **2027** | $745.00 |
| | Family - Monthly | **2027** | $135.00 |
| | Family - Monthly (Auto Pay) | **2027** | $121.00 |
| | Family - Annual | **2027** | $1,292.00 |
| | Corporate Monthly Memberships | **2027** | $33.00 |
| | **Gymnastics** | | |
| | Gymnastics Drop In Fee | **2027** | $17.00 |
| | Monthly Fee - Pre-Team | **2027** | $95.00 |
| | Monthly Fee - Team A | **2027** | $254.00 |
| | Monthly Fee - Team B | **2027** | $239.00 |
| | Monthly Fee - Team C | **2027** | $217.00 |
| | Tiny Tot Class | **2027** | $27.00 |
| | Tot Tumbler/Tumbling I | **2027** | $32.00 |
| | Kinder Gym | **2027** | $37.00 |
| | Beginner/Jr. Ninja/Tumbling II/Cheer I/Intermediate | **2027** | $51.00 |
| | Advanced | **2027** | $69.00 |
| | Open Gym Fees | 2025 | $5.00 |
| | Open Gym Punch Pass | **2027** | $42.00 |
| | Private Lessons - 1 Session | **2027** | $27.00 |
| | Private Lessons - 3 Sessions | **2027** | $80.00 |
| | Private Lessons - 6 Sessions | **2027** | $143.00 |
| | Gymnastics Center Party Rental | **2027** | $212.00 |
| | **Buffalo Dunes Golf Course** | | |
| | **Green Fees** | **2027** | |
| | 9 Holes - Monday-Thursday | | $28.00 |
| | 9 Holes - Friday-Sunday & Holidays | | $33.00 |
| | 18 Holes - Monday-Thursday | | $38.00 |
| | 18 Holes - Friday-Sunday & Holidays | | $43.00 |
| | Students (21 and under) - Monday-Thursday | | $10.50 |
| | Students (21 and under) - Friday-Sunday & Holidays | | $10.50 |
| | **Driving Range** | **2027** | |
| | Small bucket | | $5.50 |
| | Large bucket | | $10.50 |
| | Yearly Range Pass | | $233.00 |
| | **Private Golf Cart Trail** | **2027** | |
| | 9 Holes | | $16.00 |
| | 18 Holes | | $21.00 |
| | Annual | | $776.00 |
| | Senior Annual | | $518.00 |
| | **Golf Cart Rental** | **2027** | |
| | 9 Holes | | $16.00 |
| | 18 Holes | | $21.00 |
| | **Annual Memberships** | **2027** | |
| | **Tradtional Pass** | | |
| | Adult | | $569.00 |
| | Family | | $802.00 |
| | Student | | $109.00 |
| | Senior | | $388.00 |
| | **Gold Pass** | | |
| | Adult | | $1,408.00 |
| | Couple | | $1,801.00 |
| | Family | | $2,091.00 |
| | Student (Ages 16-20) | | $957.00 |
| | Senior (65 and Over) | | $1,278.00 |
| | **Weekend Tournament Rates** | 2026 | |
| | Per Player | | $75 |
| | **Garden Rapids** | | |
| | Family Pass | **2027** | $212.00 |
| | Punch Pass (20) | **2027** | $83.00 |
| | Single Day Pass | 2026 | $5.00 |
| | Single Pass | **2027** | $85.00 |
| | Special Event Pass | 2026 | $10.00 |
| | Additional Children on Family Pass | **2027** | $25.00/Child |
| | Water Aerobics | **2027** | $32.00 |
| | Resistance Walking | **2027** | $21.00 per month |
| | Lap Swim | **2027** | Lap Swim Pass per month $21.00 |
| | Pool Rental - 1/2 Pool | **2027** | $318.00/hour (min. of 2 hours) |
| | Pool Rental - 1/2 Pool + 2 High Fly Slides | **2027** | $318.00/hour (min. of 2 hours) +$106.00 |
| | Pool Rental - Full Pool | **2027** | $795.00/hour (min. of 2 hours) |
| | Cabana Rental - Reserved | **2027** | $93.00/hour (min of 2 hours) |
| | Cabana Rental - Walk Up | **2027** | $33.00/hour M-Th, $45.00/hour Fri-Sun & Holidays |
| | Private Swimming Lessons | **2027** | $48.00 per 4 lessons |
| | Swimming Lessons | **2027** | $36.00 |
| | **Parks** | | |
| | **Shelter Reservations** | **2027** | |
| | Small | | $52.00 |
| | Large | | $104.00 |
| | Stevens Park | | $104.00 on weekdays, $208.00 on Friday, Sat, Sun |
| | Flower Garden (Gazebo) | | $52.00 |
| | **Recreation Facility Rentals** | **2027** | |

| CODE REF. | DESCRIPTION | LAST CHANGED | RATE |
|---|---|---|---|
| | Classroom - Weekday | | $22 per hour |
| | Classroom - Weekend | | $44 per hour |
| | **Full Gym Rental - For Profit Event** | **2027** | |
| | Weekday Rental (Open Hours Only) | | $828.00 |
| | Weekend Rental (Open Hours Only - Fri, Sat, Sun) | | $1,035.00/day |
| | After Hours Rental (7am - 12am) | | $52.00/hour |
| | Custodial Fee | | $36.00/visit |
| | **Field Use** | **2027** | |
| | Baseball & Softball Game Field (initial prep & field chalking included) | | $26.00/hour - $176.00/day |
| | Turf Baseball Game Field (initial prep included) | | $36.00/hour - $246.00/day |
| | Baseball & Softball Field - practice field | | $16.00/hour - $106.00/day |
| | Turf Baseball Field - practice field | | $26.00/hour - $176.00/day |
| | Multi-Purpose Game Field - (initial prep & marking included) | | $31.00/hour - $211.00/day |
| | Multi-Purpose Practice Field | | $16.00/hour - $106.00/day |
| | Courts at the Zoo | | $16.00/hour - $106.00/day |
| | Grimsley Tennis Courts | | $10.00/hour - $70.00/day |
| | Field Painting | | $109.00 |
| | Field Chalking | | $16.00 |
| | Field Drying Agent | | $16.00 per bag (after first three) |
| | Infield Dragging | | $16.00 |
| | Portable Mound | | $22.00 each mound/day |
| | Portable Fencing | | $109.00 per field (per installation) |
| | Field Lights | | $43.00/hour per field |
| | Field Supervisor | | $21.00/hour |
| | Cleaning Deposit | | $109.00 |
| | Wet Field Prep (up to 3 bags of diamond dry included) | | $55.00/hour |
| | Field Drying Agent (after the first 3 bags) | | $16.00/bag |
| **UTILITIES:** | | | |
| **ADMINISTRATIVE** | | | |
| 90-82 | **Customer utility service fee (connections, disconnections & transfers)** | **2027** | $31.00 |
| 90-88 | After Business Hours (after 5pm, Sat, Sun, and holidays) | | $62.00 |
| 90-84 | **Utility Initiation Fee (includes connection fee)** | **2027** | |
| | Residential - single family or unit | | $77.00 |
| | Commercial | | $207.00 (unless otherwise agreed upon in a legal agreement) |
| 90-82 | **Late charge for delinquent utility bills** | 2011 | 5% of amount billed |
| 90-40 | **Meter Testing Charge** | **2027** | $69.00 |
| 90-42 | **Service failures service call** | **2027** | $48.00 |
| **ELECTRIC SERVICE RATES** | | | |
| | **Electric Utility Rates** | **2027** | Please see Addendum D |
| 90-309 | **Customer owned residential and commercial renewable energy generation facilities** | 2018 | 150% - Variable credit based upon 150% of the avoided cost monthy & a $500.00 Interconnection Application Processing fee to the customer |
| | **Pole Attachment Fee** | **2027** | $4.00-$17.00 |
| | **New Development Infrastructure Residential and Commercial** | 2011 | Varies |
| 90-269 | **Electric System Connection Fee** | 2011 | Please see Addendum D |
| **WATER SERVICE CHARGES** | | | |
| 90-177 | **Residential Water Utility Rates** | **2027** | Please see Addendum D |
| 90-180 | **Tank Water and Misc Sales** | **2027** | |
| | Tank Water: Fill Station | | $6.97 |
| | Tank Water: Hydrant Meter | | $6.97 |
| 90-40 | **Water Meter Testing Fee** | **2027** | $69.00 |
| **WASTEWATER SERVICE CHARGES** | | | |
| 90-204 | **Sewage Charge - Residential** | **2027** | Please see Addendum D |
| **STORMWATER - DRAINAGE** | | | |
| 90-379 | **Residential Fees** | 2017 | Please see Addendum D |
| **SOLID WASTE - RECYCLING** | | | |
| 74-37 | **Solid Waste - Residential & Multi-Family** | **2027** | Please see Addendum D |
| | **Special Collections** | | |
| | Special Events (delivery fee, per container) | | $15.50 |
| | Special Events (per container per day) | | $36.00 |
| | Special Pick Up (compactors) | | $124.00 |
| | Special Pick Up (6 yard frontload) | | $103.00 |
| **ZOO** | | | |
| 66-36 | **Entry Charges** | 2026 | |
| | Motorized Vehicles | | $20.00 |
| | Buses (except school buses) | | $40.00 |
| | **Camps** | | |
| | Summer Camp | **2027** | |
| | Non-Member | | $104.00 |
| | FOLRZ Member | | $93.00 |
| | Spring Camp | **2027** | |
| | Non-Member | | $52.00 |
| | FOLRZ Member | | $41.00 |
| | **Birthday Parties** | **2027** | |
| | Base Cost | | $212.00 |
| | Decorations and set-up/teardown | | $27.00 |
| | Additional time during business hours (8am-5pm) | | $53.00 per hour |
| | Additional time after hours (after 5pm) | | $80.00 per hour |
| | FOLRZ birthday party discount | 2025 | $10.00 off each option |
| | **Encounters** | **2027** | |
| | Giraffe Encounters | | $3.00 for 1 full leaf/$7.00 for 3 full leaves |

| CODE REF. | DESCRIPTION | LAST CHANGED | RATE |
|---|---|---|---|
| | Bear Encounters | | $4.00 for one feeding/$6.00 for 2 feedings |
| | **Programs** | | |
| | Zoomobiles (off-site traveling) | 2016 | Free (within Garden City & Holcomb) |
| | 1-2 programs | **2027** | $129.00 + $2.00/mile one direction |
| | 3-4 programs | **2027** | $207.00 + $2.00/mile one direction |
| | Virtual Zoo Trip (distance learning) | **2027** | $162.00/program |
| | Education Center Programs (on-site programs) | | Free |
| | **Compost** | | |
| | Compost per skidsteer scoop | **2027** | $36.00 |
| | Compost per bag | 2026 | $5.00 |
| | **Rentals** | | |
| | **Finnup Center** | **2027** | |
| | 1 Room, full day during regular hours (8am - 5pm) | | $155.00 |
| | 1 Room, half day during regular hours (8am - 5pm) | | $78.00 |
| | Additional classroom rental during regular hours (8am - 5pm) | | $36.00 |
| | Projector Use | | $26.00 |
| | Room setup fee | | $52.00 |
| | Copies | 2026 | $.10/copy |
| | **Shelters** | **2027** | |
| | Picnic shelters (2), gazebo - West Green | | $104.00 |
| | **Whole or Partial Zoo Rental** | **2027** | |
| | Closure of entire zoo to vehicles & pedestrians (regular operating hours) | | $4,770.00 per day, $477.00 per hour |
| | Partial Rental - closure of entire zoo to vehicles (fencing off West Green) | | $1,590.00 per day, $159.00 per hour |
| | After Zoo hours until midnight (including tear down) | | $2,500.00 |
| | Event/Event tear down goes beyond midnight of scheduled day | | $477 per hour |
| | Close Zoo early to vehicles only | | $159 per hour |
| | Close Zoo early to vehicles and pedestrians | | $477 per hour |
| | Other Rentals available | | Please contact zoo staff for details |

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

CITY OF GARDEN CITY, KANSAS

By_____
TAM "TOM" NGUYEN, Mayor

ATTEST:

_____
CELYN N. HURTADO, City Clerk
EIDY A. FLORES, Deputy City Clerk

## ADDENDUM A

***This addendum shows example calculations of Residential and Industrial permit costs, based on project valuation**

| RESIDENTIAL PERMIT FEE SCHEDULE | | | |
|---|---|---|---|
| **Total Valuation** | | | **Fee** |
| **$40.00 for the first $500 plus $2.00 for each additional $100 or fraction thereof, to and including $500** | | | |
| $0.00 | to | $500.00 | $40.00 |
| $501.00 | to | $600.00 | $42.00 |
| $601.00 | to | $700.00 | $44.00 |
| $701.00 | to | $800.00 | $46.00 |
| $801.00 | to | $900.00 | $48.00 |
| $901.00 | to | $1,000.00 | $50.00 |
| $1,001.00 | to | $1,100.00 | $52.00 |
| $1,101.00 | to | $1,200.00 | $54.00 |
| $1,201.00 | to | $1,300.00 | $56.00 |
| $1,301.00 | to | $1,400.00 | $58.00 |
| $1,401.00 | to | $1,500.00 | $60.00 |
| $1,501.00 | to | $1,600.00 | $62.00 |
| $1,601.00 | to | $1,700.00 | $64.00 |
| $1,701.00 | to | $1,800.00 | $66.00 |
| $1,801.00 | to | $1,900.00 | $68.00 |
| $1,901.00 | to | $2,000.00 | $70.00 |
| **$71.00 for the first $2,000 plus $11.00 for each additional $1,000 or fraction thereof, to and including $2,000** | | | |
| $2,001.00 | to | $3,000.00 | $82.00 |
| $3,001.00 | to | $4,000.00 | $93.00 |
| $4,001.00 | to | $5,000.00 | $104.00 |
| $5,001.00 | to | $6,000.00 | $115.00 |
| $6,001.00 | to | $7,000.00 | $126.00 |
| $7,001.00 | to | $8,000.00 | $137.00 |
| $8,001.00 | to | $9,000.00 | $148.00 |
| $9,001.00 | to | $10,000.00 | $159.00 |
| $10,001.00 | to | $11,000.00 | $170.00 |
| $11,001.00 | to | $12,000.00 | $181.00 |
| $12,001.00 | to | $13,000.00 | $192.00 |
| $13,001.00 | to | $14,000.00 | $203.00 |
| $14,001.00 | to | $15,000.00 | $214.00 |
| $15,001.00 | to | $16,000.00 | $225.00 |
| $16,001.00 | to | $17,000.00 | $236.00 |
| $17,001.00 | to | $18,000.00 | $247.00 |
| $18,001.00 | to | $19,000.00 | $258.00 |
| $19,001.00 | to | $20,000.00 | $269.00 |
| $20,001.00 | to | $21,000.00 | $280.00 |
| **$333.00 for the first $25,000 plus $8.00 for each additional $1,000 or fraction thereof, to and including $25,000** | | | |
| **$540.00 for the first $50,000 plus $5.00 for each additional $1,000 or fraction thereof, to and including $50,000** | | | |

**ADDENDUM B**

***This addendum shows example calculations of Residential and Industrial permit costs, based on project valuation**

**COMMERCIAL & INDUSTRIAL FEE SCHEDULE**

| Total Valuation | | | Fee |
|---|---|---|---|
| **$43.00 for the first $500 plus $2.50 for each additional $100 or fraction thereof, to and including $500** | | | |
| $0.00 | to | $500.00 | $43.00 |
| $501.00 | to | $600.00 | $45.50 |
| $601.00 | to | $700.00 | $48.00 |
| $701.00 | to | $800.00 | $50.50 |
| $801.00 | to | $900.00 | $53.00 |
| $901.00 | to | $1,000.00 | $55.50 |
| $1,001.00 | to | $1,100.00 | $58.00 |
| $1,101.00 | to | $1,200.00 | $60.50 |
| $1,201.00 | to | $1,300.00 | $63.00 |
| $1,301.00 | to | $1,400.00 | $65.50 |
| $1,401.00 | to | $1,500.00 | $68.00 |
| $1,501.00 | to | $1,600.00 | $70.50 |
| $1,601.00 | to | $1,700.00 | $73.00 |
| $1,701.00 | to | $1,800.00 | $75.50 |
| $1,801.00 | to | $1,900.00 | $78.00 |
| $1,901.00 | to | $2,000.00 | $80.50 |
| **$82.00 for the first $2,000 plus $19.00 for each additional $1,000 or fraction thereof, to and including $2,000** | | | |
| $2,001.00 | to | $3,000.00 | $101.00 |
| $3,001.00 | to | $4,000.00 | $120.00 |
| $4,001.00 | to | $5,000.00 | $139.00 |
| $5,001.00 | to | $6,000.00 | $158.00 |
| $6,001.00 | to | $7,000.00 | $177.00 |
| $7,001.00 | to | $8,000.00 | $196.00 |
| $8,001.00 | to | $9,000.00 | $215.00 |
| $9,001.00 | to | $10,000.00 | $234.00 |
| $10,001.00 | to | $11,000.00 | $253.00 |
| $11,001.00 | to | $12,000.00 | $272.00 |
| $12,001.00 | to | $13,000.00 | $291.00 |
| $13,001.00 | to | $14,000.00 | $310.00 |
| $14,001.00 | to | $15,000.00 | $329.00 |
| $15,001.00 | to | $16,000.00 | $348.00 |
| $16,001.00 | to | $17,000.00 | $367.00 |
| $17,001.00 | to | $18,000.00 | $386.00 |
| $18,001.00 | to | $19,000.00 | $405.00 |
| $19,001.00 | to | $20,000.00 | $424.00 |
| $20,001.00 | to | $21,000.00 | $443.00 |
| $21,001.00 | to | $22,000.00 | $462.00 |
| $22,001.00 | to | $23,000.00 | $481.00 |
| $23,001.00 | to | $24,000.00 | $500.00 |
| $24,001.00 | to | $25,000.00 | $519.00 |
| **$511.00 for the first $25,000 plus $10.00 for each additional $1,000 or fraction thereof, to and including $25,000** | | | |
| **$770.00 for the first $50,000 plus $8.00 for each additional $1,000 or fraction thereof, to and including $50,000** | | | |
| **$1,184.00 for the first $100,000 plus $6.00 for each additional $1,000 or fraction thereof** | | | |

# ADDENDUM C - MUNICIPAL COURT FINE SCHEDULE

*Items within this Addendum are not adopted within the fee schedule and are shown for information only and are adopted and authorized separately

| ORDINANCE | DESCRIPTION | FINE | COURT COST |
|---|---|---|---|
| 6-1(b) | UNLAWFUL CONS/POSS IN PUBLIC (PUBLIC WAYS) | $50.00 | $100.00 |
| 6-1(c) | UNLAWFUL CONS/POSS IN PUBLIC (PUBLIC PROPERTY) | $50.00 | $100.00 |
| 6-34 | PROOF OF LEGAL AGE | $200.00 | $100.00 |
| 6-51(1) | CMB - BUS REGS - LOCKED EXITS | $100.00 | $100.00 |
| 6-51)(2) | CMB - BUS REGS - OPEN TO INSPECTION | $100.00 | $100.00 |
| 6-51(3) | CMB - BUS REGS - HOURS, SUNDAYS | $100.00 | $100.00 |
| 6-51(5) | CMB - BUS REGS - OPEN TO OFFICERS | $100.00 | $100.00 |
| 6-51(6) | CMB - BUS REGS - INTOX EMPLOYEE | $100.00 | $100.00 |
| 6-51(7) | CMB - BUS REGS - INTOX PATRON TO REMAIN | $100.00 | $100.00 |
| 6-51(8) | CMB - BUS REGS - SALE/POSS TO MINOR | $100.00 | $100.00 |
| 6-51(9) | CMB - BUS REGS - GAMBLING/LOTTERY | $100.00 | $100.00 |
| 6-51(10) | CMB - BUS REGS - MIXING DRINKS | $100.00 | $100.00 |
| 6-51(11) | CMB - BUS REGS - EMPLOYING FELON | $100.00 | $100.00 |
| 6-51(12) | CMB - BUS REGS - SELL/FURNISH ON CREDIT OR EXCHANGE | $100.00 | $100.00 |
| 6-51(13) | CMB - BUS REGS - PRIVATE ROOM/CLOSED BOOTHS | $100.00 | $100.00 |
| 6-52(a)(1) | CMB - PROHIB SALES - FREE CMB | $100.00 | $100.00 |
| 6-52(a)(2) | CMB - PROHIB SALES - BELOW COST | $100.00 | $100.00 |
| 6-52(a)(3) | CMB - PROHIB SALES - UNLIMITED DRINKS AT FIXED PRICE | $100.00 | $100.00 |
| 6-52(a)(4) | CMB - PROHIB SALES - SELECTIVE PRICING | $100.00 | $100.00 |
| 6-52(a)(5) | CMB - PROHIB SALES - UPSIZING DRINK W/O PRICE INCREASE | $100.00 | $100.00 |
| 6-52(a)(6) | CMB - PROHIB SALES - GAME OF CONSUMPTION; DRINK PRIZE | $100.00 | $100.00 |
| 6-52(a)(7) | CMB - PROHIB SALES - ADVERTISING PROHIBITED SALES | $100.00 | $100.00 |
| 6-53(a)(1) | CMB - SANITARY COND - CLEAN EQUIP & FURNISHINGS | $100.00 | $100.00 |
| 6-53(a)(2) | CMB - SANITARY COND - ONE RESTROOM FOR M & F | $100.00 | $100.00 |
| 6-53(a)(3) | CMB - SANITARY COND - IMPROPERLY EQUIP/FURNISHED RESTROOM | $100.00 | $100.00 |
| 6-53(a)(4) | CMB - SANITARY COND - INADEQUATE TOILET FACILITIES | $100.00 | $100.00 |
| 6-53(a)(5) | CMB - SANITARY COND - TOILET ROOM W/O SELF-CLOSING DOOR OR TOILET PAPER | $100.00 | $100.00 |
| 6-53(a)(6) | CMB - SANITARY COND - NO/UNCOVERED FEMALE WASTE RECEPTACLE | $100.00 | $100.00 |
| 6-53(a)(7) | CMB - SANITARY COND - OFFENSIVE ODORS/UNSANITARY RESTROOM | $100.00 | $100.00 |
| 6-54(a)(1) | CMB - GAMBLING | $100.00 | $100.00 |
| 6-54(a)(2) | CMB - SERVING TO CARS | $100.00 | $100.00 |
| 6-54(a)(3) | CMB - POSS/CONSUME ALC. LIQUOR | $100.00 | $100.00 |
| 6-55(a)(1) | CMB - CONDUCT CONTRARY TO PUBLIC WELF. (EXPOSE) | $100.00 | $100.00 |
| 6-55(a)(2) | CMB - CONDUCT CONTRARY TO PUBLIC WELF. (EMP TOUCH) | $100.00 | $100.00 |
| 6-55(a)(3) | CMB - CONDUCT CONTRARY TO PUBLIC WELF. (PATRON TOUCH) | $100.00 | $100.00 |
| 6-55(a)(4) | CMB - CONDUCT CONTRARY TO PUBLIC WELF. (PERFORM SIMULATED) | $100.00 | $100.00 |
| 6-55(a)(5) | CMB - CONDUCT CONTRARY TO PUBLIC WELF. (USE DEVICE/OBJECT) | $100.00 | $100.00 |
| 6-55(a)(6) | CMB - CONDUCT CONTRARY TO PUBLIC WELF. (VIDEO/PHOTO) | $100.00 | $100.00 |
| 6-81(a) | CMB - LICENSE REQUIRED | $100.00 | $100.00 |
| 6-81(b) | CMB - SELL NON-ORIGINAL OR OPENED CONTAINER OR OFF PREM | $100.00 | $100.00 |
| 6-81(c) | CMB - SELL IN VIOLATION OF LICENSE | $100.00 | $100.00 |
| 6-86 (l) | CMB - LOCATION RESTRICTION | $300.00 | $100.00 |
| 6-129(k) | LIQUOR - LOCATION RESTRICTION | $300.00 | $100.00 |
| 6-130(a)(1) | LIQUOR - SANITARY COND - CLEAN EQUIP & FURNISHINGS | $100.00 | $100.00 |
| 6-130(a)(2) | LIQUOR - SANITARY COND - ONE RESTROOM FOR M & F | $100.00 | $100.00 |
| 6-130(a)(3) | LIQUOR - SANITARY COND - IMPROPERLY EQUIP/FURNISHED RESTROOM | $100.00 | $100.00 |
| 6-130(a)(4) | LIQUOR - SANITARY COND - INADEQUATE TOILET FACILITIES | $100.00 | $100.00 |
| 6-130(a)(5) | LIQUOR - SANITARY COND - TOILET ROOM W/O SELF-CLOSING DOOR OR TOILET PAPER | $100.00 | $100.00 |
| 6-130(a)(6) | LIQUOR - SANITARY COND - NO/UNCOVERED FEMALE WASTE RECEPTACLE | $100.00 | $100.00 |
| 6-130(a)(7) | LIQUOR - SANITARY COND - OFFENSIVE ODORS/UNSANITARY RESTROOM | $100.00 | $100.00 |
| 6-132 | LIQUOR - DAYS/HOURS OF SALES | $300.00 | $100.00 |
| 6-134(a) | LIQUOR - FURNISHING TO UNDER 21 | $100.00 | $100.00 |
| 6-134(b) | LIQUOR - MISREPRESENTING AGE | $100.00 | $100.00 |
| 6-135(a)(1) | LIQUOR - CONDUCT CONTRARY TO PUBLIC WELF. (EXPOSE) | $200.00 | $100.00 |
| 6-135(a)(2) | LIQUOR- CONDUCT CONTRARY TO PUBLIC WELF. (EMP TOUCH) | $200.00 | $100.00 |
| 6-135(a)(3) | LIQUOR - CONDUCT CONTRARY TO PUBLIC WELF. (PATRON TOUCH) | $200.00 | $100.00 |
| 6-135(a)(4) | LIQUOR - CONDUCT CONTRARY TO PUBLIC WELF. (PERFORM SIMULATED) | $200.00 | $100.00 |
| 6-135(a)(5) | LIQUOR - CONDUCT CONTRARY TO PUBLIC WELF. (USE DEVICE/OBJECT) | $200.00 | $100.00 |
| 6-135(a)(6) | LIQUOR - CONDUCT CONTRARY TO PUBLIC WELF. (VIDEO/PHOTO) | $200.00 | $100.00 |
| 6-136 | POSSESSION IN PREMISES LICENSED TO SELL CEREAL MALT BEVERAGES | $200.00 | $100.00 |
| 6-159 | BUSINESS REGULATIONS REGARDING ALCOHOL | $100.00 | $100.00 |
| 6-177 | LICENSE REQUIRED - DRINKING ESTABLISHMENT | $200.00 | $100.00 |
| 6-179 | BUSINESS REGULATIONS PERSON UNDER 18 | $100.00 | $100.00 |
| 10-2 | INTERFERENCE WITH DUTIES OF ANIMAL CONTROL OFFICER | $100.00 | $100.00 |
| 10-3 | SLAUGHTERING OF ANIMALS IN CITY | $50.00 | $100.00 |
| 10-31(a) | ANIMAL REGULATIONS IN STREETS | $50.00 | $100.00 |
| 10-31(b) | ANIMAL REGULATIONS NEAR DWELLINGS | $50.00 | $100.00 |

# ADDENDUM C - MUNICIPAL COURT FINE SCHEDULE

*Items within this Addendum are not adopted within the fee schedule and are shown for information only and are adopted and authorized separately

| ORDINANCE | DESCRIPTION | FINE | COURT COST |
|---|---|---|---|
| 10-32 | FOWL REGULATIONS | $50.00 | $100.00 |
| 10-65 | ANIMAL BITE VIOLATIONS | $100.00 | $100.00 |
| 10-66 | RABIES; BITING OF PERSONS OR OTHER ANIMALS | $100.00 | $100.00 |
| 10-67 | NOISY DOGS AND ANIMALS | $50.00 | $100.00 |
| 10-69 | DOG AT LARGE PROHIBITED | $50.00 | $100.00 |
| 10-70 | ANIMAL DAMAGE TO PROPERTY OF OTHERS | $50.00 | $100.00 |
| 10-71 | FEMALE ANIMAL IN SEASON | $50.00 | $100.00 |
| 10-72 | ILLEGAL TO ABANDON ANIMALS | $50.00 | $100.00 |
| 10-73 | ANIMAL ENTERING BUILDING PROHIBITED | $50.00 | $100.00 |
| 10-74 | IMPORTED ANIMALS;RESALE | $50.00 | $100.00 |
| 10-75 | FOULING ON PUBLIC WAY OR PRIVATE PROPERTY | $50.00 | $100.00 |
| 10-76 | NUMBER OF DOGS OR CATS ALLOWED | $50.00 | $100.00 |
| 10-77 | UNATTENDED GUARD DOGS | $50.00 | $100.00 |
| 10-102 | FAILURE TO REGISTER DOG OR CAT | $50.00 | $100.00 |
| 10-103 | RABIES VACCINATION REQUIRED | $50.00 | $100.00 |
| 10-107 | TAG AFFIXED TO ANIMAL`S COLLAR | $50.00 | $100.00 |
| 10-156 | COMMERCIAL KENNEL REGISTRATION | $50.00 | $100.00 |
| 10-157 | CATTERY REGISTRATION | $50.00 | $100.00 |
| 10-158 | COMMERCIAL KENNEL OR CATTERY NUISANCE | $50.00 | $100.00 |
| 10-189 | DECLARATION UNLAWFUL ACT | $100.00 | $100.00 |
| 10-190 | REQUIREMENTS FOR KEEPING DOG | $50.00 | $100.00 |
| 10-192 | CHANGE OF STATUS | $100.00 | $100.00 |
| 10-194 | DOG FIGHTING | $100.00 | $100.00 |
| 10-217 | WILD OR DANGEROUS ANIMALS (GENERALLY) | $100.00 | $100.00 |
| 10-218 | WILD OR DANGEROUS ANIMALS (SPECIFICALLY) | $100.00 | $100.00 |
| 16-020 | PERMITTED USES IN C-3 | $500.00 | $100.00 |
| 22-131 | ITINERANT MERCHANT LICENSE VIOLATION | $100.00 | $100.00 |
| 30-040 | PENALTY | $500.00 | $100.00 |
| 30-45 | CEMETERY HOURS VIOLATION | $100.00 | $100.00 |
| 38-2 | NUISANCE DEPOSIT | $100.00 | $100.00 |
| 38-3 | VEHICLE NUISANCES | $100.00 | $100.00 |
| 38-86 | UNLAWFUL PARKING OR STANDING | $50.00 | $100.00 |
| 38-121A | PROHIBITED ACTS (GRAFFITI) DEFACEMENT | $200.00 | $100.00 |
| 38-121B | PROHIBITED ACTS POSSESSION OF GRAFFITI | $200.00 | $100.00 |
| 38-121C | PROHIBITED ACTS FURNISHING AEROSOL PAINT | $200.00 | $100.00 |
| 38-123 | PROHIBITED ACTS (GRAFFITI) OWNER | $200.00 | $100.00 |
| 38-136 | UNLAWFUL ACTS/ UNLAWFUL CONDITIONS | $500.00 | $100.00 |
| 62-3 | AIDING A PERSON CHARGED OR CONVICTED OF A CRIME | $200.00 | $100.00 |
| 62-4 | FTA- FAILURE TO APPEAR | $200.00 | $100.00 |
| 62-5 | WINDOW PEEPING | $100.00 | $100.00 |
| 62-6 | UNLAWFUL PRESENCE ON PARKING LOT MUNICIPAL | $50.00 | $100.00 |
| 62-7 | TRESPASS UPON DRAINAGE DITCH OR STORM SEWERS | $100.00 | $100.00 |
| 62-10 | ADVERTISING MATTER | $100.00 | $100.00 |
| 62-11A | CURFEW 1ST | $25.00 | $100.00 |
| 62-11B | CURFEW 2ND | $50.00 | $100.00 |
| 62-11C | CURFEW 3RD | $100.00 | $100.00 |
| 62-11E | PARENT/GUARDIAN ALLOWING CURFEW | $100.00 | $100.00 |
| 62-12 | FIREWORKS VIOLATION | $50.00 | $100.00 |
| 62-13 | USE AND POSSESSION OF TOXIC VAPORS | $100.00 | $100.00 |
| 62-14(A)1 | PROHIBITED ACTS IN BAR - ENGAGE IN FIGHT | $200.00 | $100.00 |
| 62-14(A)2 | PROHIBITED ACTS IN BAR - PERSON OR PROPERTY DAMAGE | $200.00 | $100.00 |
| 62-14(A)3 | PROHIBITED ACTS IN BAR - DISORDERLY CONDUCT | $350.00 | $100.00 |
| 62-14(A)4 | PROHIBITED ACTS IN BAR - CARRY/USE OF WEAPON | $200.00 | $100.00 |
| 62-14(A)5 | PROHIBITED ACTS IN BAR - REFUSAL TO LEAVE | $200.00 | $100.00 |
| 62-15 | UNLAWFUL SOLICITING | $100.00 | $100.00 |
| 62-16 | POSSESSION OF DRUG PARAPHERNALIA | $300.00 | $100.00 |
| 62-17A | USE OR POSSESSION OF MARIJUANA/FIRST OFFENSE | $500.00 | $100.00 |
| 62-17B | USE OR POSSESSION OF MARIJUANA/2ND OFFENSE | $750.00 | $100.00 |
| 62-19 | LITTERING | $100.00 | $100.00 |
| 62-20X | FAILURE TO COMPLY W/BOND RESTRICTIONS NO CONTACT | $300.00 | $100.00 |
| 62-20Y | FAILURE TO COMPLY W/BOND RESTRICTIONS - NLV | $300.00 | $100.00 |
| 62-22 | NOISE (DECIBALS) | $100.00 | $100.00 |
| 62-23 | NOISE UNREASONABLE | $100.00 | $100.00 |
| 62-26 | INTERFERENCE WITH PARENTAL CUSTODY | $300.00 | $100.00 |
| 62-29 | PUBLIC NUDITY | $100.00 | $100.00 |
| 62-2(1.2) | LIABILITIES FOR OFFENSE OF ANOTHER | $100.00 | $100.00 |
| 62-2(2.1) | ATTEMPT | $200.00 | $100.00 |

# ADDENDUM C - MUNICIPAL COURT FINE SCHEDULE

*Items within this Addendum are not adopted within the fee schedule and are shown for information only and are adopted and authorized separately

| ORDINANCE | DESCRIPTION | FINE | COURT COST |
|---|---|---|---|
| 62-2(2.2) | CONSPIRACY | $200.00 | $100.00 |
| 62-2(3.1)A | BATTERY | $400.00 | $100.00 |
| 62-2(3.1)A2 | BATTERY 2ND | $500.00 | $100.00 |
| 62-2(3.1)A3 | BATTERY 3RD | $600.00 | $100.00 |
| 62-2(3.1)A4 | BATTERY 4TH | $700.00 | $100.00 |
| 62-2(3.1)A5 | BATTERY 5TH OR SUBSEQUENT | $800.00 | $100.00 |
| 62-2(3.1.1)(B)(1) | DOMESTIC BATTERY | $500.00 | $100.00 |
| 62-2(3.1.1)(B)(2) | DOMESTIC BATTERY 2ND | $750.00 | $100.00 |
| 62-2(3.2)D | BATTERY AGAINST LEO | $500.00 | $100.00 |
| 62-2(3.2)E | BATTERY AGAINST LEO 2ND OR SUBSEQUENT | $500.00 | $100.00 |
| 62-2(3.2.1) | SEXUAL BATTERY | $300.00 | $100.00 |
| 62-2(3.3)A | ASSAULT | $200.00 | $100.00 |
| 62-2(3.3)B | ASSAULT AGAINST LEO | $300.00 | $100.00 |
| 62-2(3.4) | UNLAWFUL INTERFERENCE WITH AN EMERGENCY MEDICAL SERVICES ATTENDANT | $300.00 | $100.00 |
| 62-2(3.5) | UNLAWFUL INTERFERENCE W/ FIREFIGHTER | $300.00 | $100.00 |
| 62-2(3.6) | UNLAWFUL RESTRAINT | $200.00 | $100.00 |
| 62-2(3.7.1) | INTERFERENCE WITH CUSTODY OF A COMMITTED PERSON | $200.00 | $100.00 |
| 62-2(3.8) | VIOLATION OF PFA ORDER | $300.00 | $100.00 |
| 62-2(3.8.1) | VIOLATION OF PROTECTIVE ORDER | $300.00 | $100.00 |
| 62-2(3.9) | CRIMINAL DEFAMATION | $100.00 | $100.00 |
| 62-2(4.1) | LEWD/LACIVIOUS BEHAVIOR | $200.00 | $100.00 |
| 62-2(4.3) | PROSTITUTION | $200.00 | $100.00 |
| 62-2(4.5) | PATRONIZING A PROSTITUE | $200.00 | $100.00 |
| 62-2(4.5.1) | UNLAWFUL USE OF A COMMUNICATION FACILITY | $200.00 | $100.00 |
| 62-2(5.1) | CONTRIBUTING TO A CHILDS`S MSCONDUCT/DEPRIVATION | $200.00 | $100.00 |
| 62-2(5.2) | FURNISHING ALCOHOL/CMB TO MINOR | $200.00 | $100.00 |
| 62-2(5.3) | UNLAWFULLY HOSTING MINORS CONSUMING ALCOHOL/CMB | $1,000.00 | $100.00 |
| 62-2(5.4) | ENDANGERMENT OF A CHILD | $300.00 | $100.00 |
| 62-2(5.6) | PURCHASE/POSS OF CIGARETTES/TOBACCO BY MINOR | $25.00 | $100.00 |
| 62-2(5.7) | SELL/GIVE/FURNISH CIGARETTES/TOBACCO TO A MINOR | $200.00 | $100.00 |
| 62-2(5.8) | CONSUMPTION OR POSS OF ALCOHOL BY A MINOR | $200.00 | $100.00 |
| 62-2(5.8)B | CONSUMPTION OR POSS OF ALCOHOL BY A MINOR 2ND | $400.00 | $100.00 |
| 62-2(5.8)C | CONSUMPTION OR POSS OF ALCOHOL BY A MINOR 3RD OR SUBSEQUENT | $600.00 | $100.00 |
| 62-2(6.1)D | THEFT | $300.00 | $100.00 |
| 62-2(6.1)E | THEFT 2ND OR SUBSEQUENT | $500.00 | $100.00 |
| 62-2(6.3) | THEFT OF LOST/MISLAID PROPERTY | $200.00 | $100.00 |
| 62-2(6.5) | CRIMINAL DEPRIVATION OF PROPERTY | $200.00 | $100.00 |
| 62-2(6.6) | CRIMINAL DAMAGE TO PROPERTY | $200.00 | $100.00 |
| 62-2(6.7) | CRIMINAL TRESPASS | $200.00 | $100.00 |
| 62-2(6.7)(a)(1)(C) | CRIMINAL TRESPASS; RESTRAINING ORDER | $200.00 | $100.00 |
| 62-2(6.7.1) | CRIMINAL TRESPASS RAILROAD PROPERTY | $300.00 | $100.00 |
| 62-2(6.8) | LITTERING | $100.00 | $100.00 |
| 62-2(6.9) | TAMPERING W/ LANDMARK | $100.00 | $100.00 |
| 62-2(6.10) | TAMPERING W/ TRAFFIC SIGNAL | $100.00 | $100.00 |
| 62-2(6.13) | WITHOLDING POSSESSION OF PUBLIC PROPERTY | $100.00 | $100.00 |
| 62-2(7.2) | INTERFERENCE WITH A LEO | $500.00 | $100.00 |
| 62-2(7.2)(D) | INTERFERENCE WITH A LEO 2ND OR SUBSEQUENT | $750.00 | $100.00 |
| 62-2(7.4) | INTERFERENCE W/ ADMINISTRATION OF JUSTICE | $300.00 | $100.00 |
| 62-2(7.12) | INTERFERENCE; CONDUCT PUBLIC BUSINESS IN PUBLIC BUILDING | $200.00 | $100.00 |
| 62-2(7.13) | INTERFERENCE W/ POLICE DOGS | $200.00 | $100.00 |
| 62-2(7.15) | INTIMIDATION OF A WITNESS OR VICTIM | $300.00 | $100.00 |
| 62-2(9.1) | DISORDERLY CONDUCT | $300.00 | $100.00 |
| 62-2(9.2) | UNLAWFUL ASSEMBLY | $300.00 | $100.00 |
| 62-2(9.3) | REMAIN AT UNLAWFUL ASSEMBLY | $300.00 | $100.00 |
| 62-2(9.4) | RIOT | $200.00 | $100.00 |
| 62-2(9.7) | GIVING A FALSE ALARM | $200.00 | $100.00 |
| 62-2(9.8) | CRIMINAL DESECRATION | $100.00 | $100.00 |
| 62-2(9.9.3) | UNLAWFUL DISTRIBUTION OF CONTROLLED SUBSTANCES | $500.00 | $100.00 |
| 62-2(9.9.4) | UNLAWFUL POSSESSION OF CONTROLLED SUBSTANCES | $500.00 | $100.00 |
| 62-2(9.9.6) | DISTRIBUTION OF NON-CONTROLLED SUBSTANCE | $500.00 | $100.00 |
| 62-2(9.10) | HARASSMENT BY TELEPHONE | $300.00 | $100.00 |
| 62-2(9.11) | PICKETING OF FUNERALS | $100.00 | $100.00 |
| 62-2(10.1) | CRIMINAL USE OF WEAPONS | $300.00 | $100.00 |
| 62-2(10.1.1) | CRIMINAL CARRYING OF A WEAPON | $300.00 | $100.00 |
| 62-2(10.5) | UNLAWFUL DISCHARGE OF A FIREARM | $300.00 | $100.00 |
| 62-2(10.6) | AIR GUN/RIFLE, BOW & ARROW, SLINGSHOT, BB GUN, PAINTBALL GUN | $200.00 | $100.00 |
| 62-2(10.8) | UNLAWFUL AIDING AND ABETTING | $100.00 | $100.00 |

# ADDENDUM C - MUNICIPAL COURT FINE SCHEDULE

*Items within this Addendum are not adopted within the fee schedule and are shown for information only and are adopted and authorized separately

| ORDINANCE | DESCRIPTION | FINE | COURT COST |
|---|---|---|---|
| 62-2(10.10) | GENERAL ENDANGERMENT | $300.00 | $100.00 |
| 62-2(10.11) | CREATING A HAZARD | $100.00 | $100.00 |
| 62-2(10.13) | BARBED WIRE | $100.00 | $100.00 |
| 62-2(10.16) | THROWING OBJECTS | $100.00 | $100.00 |
| 62-2(10.17) | TATTOO/BODY PIERCING;PERSONS UNDER 18 | $100.00 | $100.00 |
| 62-2(10.18) | FAILURE TO PLACE OR MAINTAIN A SMOKE DETECTOR | $25.00 | $100.00 |
| 62-2(10.24) | SMOKING PROHIBITED; 1ST | $100.00 | $100.00 |
| 62-2(10.24)2 | SMOKING PROHIBITED; 2ND | $200.00 | $100.00 |
| 62-2(10.24)3 | SMOKING PROHIBITED; 3RD | $500.00 | $100.00 |
| 62-2(10.25) | SMOKING PROHIBITED POSTINGS; 1ST | $100.00 | $100.00 |
| 62-2(10.25)2 | SMOKING PROHIBITED POSTINGS; 2ND | $200.00 | $100.00 |
| 62-2(10.25)3 | SMOKING PROHIBITED POSTINGS; 3RD | $500.00 | $100.00 |
| 62-2(10.26)A1 | SMOKING PROHIBITED OWN/MANAGE; 1ST | $100.00 | $100.00 |
| 62-2(10.26)A2 | SMOKING PROHIBITIED OWN/MANAGE; 2ND | $200.00 | $100.00 |
| 62-2(10.26)A3 | SMOKING PROHIBITIED OWN/MANAGE; 3RD | $500.00 | $100.00 |
| 62-2(10.26)B1 | SMOKING PROHIBITED OWN/MANAGE KNOWLEDGE | $100.00 | $100.00 |
| 62-2(10.26)B2 | SMOKING PROHIBITED OWN/MANAGE KNOWLEDGE;2ND | $200.00 | $100.00 |
| 62-2(10.26)B3 | SMOKING PROHIBITED OWN/MANAGE KNOWLEDGE;3RD | $500.00 | $100.00 |
| 62-2(10.30) | OPERATING AIRCRAFT UNDER THE INFLUENCE | $1,000.00 | $100.00 |
| 62-2(11.1) | PROMOTING OBSCENITY | $300.00 | $100.00 |
| 62-2(11.2) | PROMOTING OBSENITY TO MINORS | $300.00 | $100.00 |
| 62-2(11.7) | MATERIAL HARMFUL TO MINORS | $200.00 | $100.00 |
| 62-2(11.8) | GAMBLING | $100.00 | $100.00 |
| 62-2(11.9) | PERMIT PREMISES TO BE USED FOR COMMERCIAL GAMBLING | $100.00 | $100.00 |
| 62-2(11.10) | POSSESSION OF GAMBLING DEVICE | $100.00 | $100.00 |
| 62-2(11.11)A2 | CRUELTY TO ANIMALS;ABANDONING PROPER CARE | $100.00 | $100.00 |
| 62-2(11.11)A3 | CRUELTY TO ANIMALS; FOOD/WATER/ELEMENTS | $100.00 | $100.00 |
| 62-2(11.11)A4 | CRUELTY TO ANIMALS; EQUINE/BALANCE | $100.00 | $100.00 |
| 62-2(11.11)A5 | CRUELTY TO ANIMALS; OTHER | $100.00 | $100.00 |
| 62-2(11.12) | COCKFIGHTING | $100.00 | $100.00 |
| 66-33 | CLOSURE OF PARKS | $100.00 | $100.00 |
| 66-34 | CONCESSIONS; PERMIT | $100.00 | $100.00 |
| 66-35 | SALE OF MERCHANDISE; PERMIT | $100.00 | $100.00 |
| 66-37 | MUNICIPAL SWIMMING POOL | $50.00 | $100.00 |
| 66-38 | CLIMBING FENCES AND ENTERING CLOSURES | $100.00 | $100.00 |
| 66-39 | BUILDING FIRES | $100.00 | $100.00 |
| 66-41 | BATHING | $100.00 | $100.00 |
| 66-42 | USE OF VEHICLES (PARK VEHICLE) | $25.00 | $100.00 |
| 66-43 | HORSES PROHIBITED | $100.00 | $100.00 |
| 74-4 | BURNING OF TRASH OR GARBAGE | $100.00 | $100.00 |
| 74-5 | UNLAWFUL DEPOSIT IN STREET/PUBLIC PARKS | $100.00 | $100.00 |
| 86-2(6) | OBEY PERSON DIRECTING TRAFFIC | $40.00 | $80.00 |
| 86-2(12) | OBEDIENCE TO REQUIRED TRAFFIC-CONTROL DEVICES | $40.00 | $80.00 |
| 86-2(13.1) | TRAFFIC CONTROL SIGNAL PREEMPTION DEVICES | $100.00 | $80.00 |
| 86-2(14) | PEDESTRIAN CONTROL SIGNALS | $40.00 | $80.00 |
| 86-2(15) | FLASHING SIGNALS | $40.00 | $80.00 |
| 86-2(16) | LANE DIRECTION CONTROL SIGNALS | $40.00 | $80.00 |
| 86-2(17) | DISPLAY OF UNAUTHORIZED SIGNS, SIGNALS OR MARKINGS | $40.00 | $80.00 |
| 86-2(18) | INTERFERENCE W/ OFFICIAL TRAFFIC CONTROL DEVICES ,RR SIGNS | $40.00 | $80.00 |
| 86-2(23) | FAIL TO STOP-ACC INVOLVING DEATH/PERSONAL INJURY | $200.00 | $80.00 |
| 86-2(25) | FAILING TO GIVE INFO OR RENDER AID | $200.00 | $80.00 |
| 86-2(26) | DUTY UPON STRIKING UNATTENDED VEHICLE OR OTHER PROPERTY | $200.00 | $80.00 |
| 86-2(26.1) | REMOVAL OF VEHICLE FROM ROADWAY AFTER ACCIDENT | $200.00 | $80.00 |
| 86-2(28) | GIVING A FALSE REPORT | $200.00 | $80.00 |
| 86-2(29) | RECKLESS DRIVING | $250.00 | $80.00 |
| 86-2(29)B | RECKLESS DRIVING; 2ND OFFENSE | $250.00 | $80.00 |
| 86-2(30)(A), (B) | DUI; 1ST OFFENSE | $1,000.00 | $80.00 |
| 86-2(30)(A), (C) | DUI; 2ND OFFENSE | $1,750.00 | $80.00 |
| 86-2(30.1) | DRIVING COMMERCIAL VEHICLE UNDER THE INFLUENCE OF ALCOHOL/DR | $1,000.00 | $80.00 |
| 86-2(30.3) | IGNITION INTERLOCK DEVICE; TAMPERING | $500.00 | $80.00 |
| 86-2(31) | FLEEING OR ATTEMPTING TO ELUDE A POLICE OFFICER | $250.00 | $80.00 |
| 86-2(32) | SPEED GREATER THAN REASONABLE UNDER CONDITIONS | $40.00 | $80.00 |
| 86-2(33)A | EXCEEDING MAX SPEED LIMIT 1-9 MPH OVER | $40.00 | $80.00 |
| 86-2(33)B | EXCEEDING MAX SPEED LIMIT; 10-20 MPH OVER | $60.00 | $80.00 |
| 86-2(33)C | EXCEEDING MAX SPEED LIMIT 21-30 MPH OVER | $90.00 | $80.00 |
| 86-2(33)D | EXCEEDING MAX SPEED LIMIT 31+ MPH OVER | $180.00 | $80.00 |
| 86-2(34) | MINIMUM SPEED REGULATIONS | $40.00 | $80.00 |

# ADDENDUM C - MUNICIPAL COURT FINE SCHEDULE

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| ORDINANCE | DESCRIPTION | FINE | COURT COST |
|---|---|---|---|
| 86-2(35) | SPECIAL SPEED LIMITATION ON MOTOR DRIVEN CYCLE | $200.00 | $80.00 |
| 86-2(37) | DRAG RACING/ EXHIBITION OF SPEED | $200.00 | $80.00 |
| 86-2(38) | DRIVING ON RIGHT SIDE OF ROADWAY; EXCEPTIONS | $40.00 | $80.00 |
| 86-2(39) | PASSING VEHICLES PROCEEDING IN OPPOSITE DIRECTIONS | $40.00 | $80.00 |
| 86-2(40) | OVERTAKING A VEHICLE OR BICYCLE ON THE LEFT | $40.00 | $80.00 |
| 86-2(41) | WHEN PASSING ON THE RIGHT IS PERMITTED | $40.00 | $80.00 |
| 86-2(42) | LIMITATIONS ON OVERTAKING ON THE LEFT | $40.00 | $80.00 |
| 86-2(43) | DRIVING ON LEFT OF CENTER | $40.00 | $80.00 |
| 86-2(44) | NO PASSING ZONES | $40.00 | $80.00 |
| 86-2(45) | ONE-WAY ROADWAYS AND ROTARY TRAFFIC ISLANDS | $40.00 | $80.00 |
| 86-2(46) | FAILURE TO DRIVE IN PROPER LANE | $40.00 | $80.00 |
| 86-2(47) | FOLLOWING TOO CLOSELY | $40.00 | $80.00 |
| 86-2(48) | DRIVING ON DIVIDED HWYS;LEFT & U TURNS;CONTROLLED ACCESS HWY | $40.00 | $80.00 |
| 86-2(49) | IMPROPER TURN | $40.00 | $80.00 |
| 86-2(50) | RIGHT,LEFT, & U TURNS AT INTERSECTIONS: OBEDIENCE TO | $40.00 | $80.00 |
| 86-2(51) | U TURNS; WHERE PROHIBITED | $40.00 | $80.00 |
| 86-2(52) | TURNING ON CURVE OR CREST OF GRADE PROHIBITED | $40.00 | $80.00 |
| 86-2(53) | UNSAFE STARTING OF PARKED VEHICLE | $40.00 | $80.00 |
| 86-2(54) | TURNING MOVEMENTS AND REQUIRED SIGNALS | $40.00 | $80.00 |
| 86-2(55) | FAILURE TO GIVE NOTICE OFINTENT TO TURN | $40.00 | $80.00 |
| 86-2(56) | METHODS OF GIVING SIGNALS | $40.00 | $80.00 |
| 86-2(57) | FAIL TO YIIELD AT UNCONTROLLED INTERSECTION | $40.00 | $80.00 |
| 86-2(58) | FAIL TO YIELD; VEHICLE TURNING LEFT | $40.00 | $80.00 |
| 86-2(59) | FAIL TO YIELD; STOP OR YIELD SIGNS | $40.00 | $80.00 |
| 86-2(60) | FAIL TO YIELD; VEHICLE ENTERING ROADWAY | $40.00 | $80.00 |
| 86-2(61) | FAIL TO YIELD; EMERGENCY VEHICLE | $40.00 | $80.00 |
| 86-2(61.1) | PASSING WHEN NEAR STATIONARY AUTHORIZED EMERGENCY VEHICLE | $60.00 | $80.00 |
| 86-2(62) | FAIL TO YIELD; ROAD CONSTRUCTION | $80.00 | $80.00 |
| 86-2(63) | PEDESTRIANS;OBEDIENCE TO TRAFFIC-CONTROL DEVICES &TRAF REGS | $40.00 | $80.00 |
| 86-2(64) | PEDESTRIANS; RIGHT OF WAY IN CROSSWALKS;CONTROL SIGNALS | $40.00 | $80.00 |
| 86-2(64.1) | SCHOOL CROSSING GUARD; DISOBEYING | $40.00 | $80.00 |
| 86-2(65) | CROSSING AT OTHER THAN CROSSWALKS; JAYWALKING | $40.00 | $80.00 |
| 86-2(66) | DRIVERS TO EXERCISE DUE CARE | $40.00 | $80.00 |
| 86-2(67) | PEDESTRIAN TO USE RIGHT HALF OF CROSSWALKS | $40.00 | $80.00 |
| 86-2(68) | PEDESTRIANS ON HIGHWAYS | $40.00 | $80.00 |
| 86-2(69) | PEDESTRIANS SOLICITING RIDES OR BUSINESS | $40.00 | $80.00 |
| 86-2(70) | DRIVING THROUGH SAFETY ZONE PROHIBITED | $40.00 | $80.00 |
| 86-2(71) | PEDESTRIANS RIGHT-OF-WAY ON SIDEWALKS | $40.00 | $80.00 |
| 86-2(72) | PEDESTRIANS YIELD TO AUTHORIZED EMERGENCY VEHICLES | $40.00 | $80.00 |
| 86-2(73) | BLIND PEDESTRIAN RIGHT-OF-WAY | $40.00 | $80.00 |
| 86-2(74) | WALKING UNDER INFLUENCE OF ALCOHOL OR DRUGS | $40.00 | $80.00 |
| 86-2(75) | FAIL TO PEDESTRIAN TO OBEY SIGNALS | $40.00 | $80.00 |
| 86-2(76) | FAIL TO OBEY RAILROAD CROSSING | $60.00 | $80.00 |
| 86-2(77) | FAIL TO STOP AT RAILROAD CROSSING | $120.00 | $80.00 |
| 86-2(78) | HAZARDOUS VEHICLES; FAIL TO STOP AT RAILROAD CROSSING | $180.00 | $80.00 |
| 86-2(79) | MOVING HEAVY EQUIPMENT AT RAILROAD GRADE CROSSING | $40.00 | $80.00 |
| 86-2(80) | EMERGING FROM ALLEY OR PRIVATE DRIVEWAY OR BUILDING | $40.00 | $80.00 |
| 86-2(81) | OVERTAKING AND PASSING SCHOOL BUS | $300.00 | $80.00 |
| 86-2(82) | OVERTAKING AND PASSING CHURCH BUS OR DAY CARE PROGRAM BUS | $300.00 | $80.00 |
| 86-2(83) | STOPPING,STANDING OR PARKING OUTSIDE BUSINESS OR RES DISTRIC | $40.00 | $10.00 |
| 86-2(85) | STOPPING, STANDING OR PARKING PROHIBITED IN SPECIFIED PLACES | $40.00 | $10.00 |
| 86-2(86) | STOPPING OR PARKING ON ROADWAYS | $40.00 | $10.00 |
| 86-2(87) | HANDICAPPED PARKING VIOLATION | $100.00 | $10.00 |
| 86-2(87.1) | HANDICAPPED PARKING;REVOKED OR SUSPENDED DEVICES | $100.00 | $10.00 |
| 86-2(88) | PARKING FOR CERTAIN PURPOSES PROHIBITED | $40.00 | $10.00 |
| 86-2(89) | STALL PARKING | $40.00 | $10.00 |
| 86-2(90) | BLOCKING TRAFFIC; NARROW STREETS;STOPPING;WHEN. | $40.00 | $10.00 |
| 86-2(91) | PARKING ON NARROW STREETS; SIGNS | $40.00 | $10.00 |
| 86-2(92) | PARKING IN ALLEY | $40.00 | $10.00 |
| 86-2(93) | PARKING DISABLED AND OTHER VEHICLES | $40.00 | $10.00 |
| 86-2(94) | PARKING ADJACENT TO SCHOOLS; SIGNS | $40.00 | $10.00 |
| 86-2(95) | STOPPING OR PARKING IN HAZARDOUS OR CONGESTED PLACES;SIGNS | $40.00 | $10.00 |
| 86-2(96) | PARKING PROHIBITED AT ALL TIMES IN DESIGNATED PLACES | $40.00 | $10.00 |
| 86-2(97) | LIMITED TIME PARKING ZONES | $40.00 | $10.00 |
| 86-2(98) | COMMERCIAL & DELIVERY PARKING | $40.00 | $10.00 |
| 86-2(99) | LOADING, UNLOADING AND ZONE VIOLATION | $40.00 | $10.00 |
| 86-2(103) | USING HEADPHONES IN VEHICLES | $40.00 | $80.00 |

# ADDENDUM C - MUNICIPAL COURT FINE SCHEDULE

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| ORDINANCE | DESCRIPTION | FINE | COURT COST |
|---|---|---|---|
| 86-2(104) | INATTENTIVE DRIVING | $50.00 | $80.00 |
| 86-2(105) | CONSUMPTION OF ALCOHOL/BEER BY DRIVER | $500.00 | $80.00 |
| 86-2(106) | TRANSPORTATION OF ALCOHOL/ CMB | $200.00 | $80.00 |
| 86-2(106)B | TRANSPORTATION OF ALCOHOL/CMB; 2ND | $400.00 | $80.00 |
| 86-2(106)C | TRANSPORTATION OF ALCOHOL/ CMB | $600.00 | $80.00 |
| 86-2(107) | UNATTENDED MOTOR VEHICLE;INGITION; KEY AND BRAKES | $40.00 | $80.00 |
| 86-2(108) | OBSTRUCTION OF DRIVER`S VIEW OR DRIVING MECHANISM | $40.00 | $80.00 |
| 86-2(109) | COASTING VIOLATION | $40.00 | $80.00 |
| 86-2(109.1) | MOTORIZED SKATEBOARDS | $40.00 | $80.00 |
| 86-2(110) | FOLLOWING FIRE EQUIPMENT PROHIBITED | $40.00 | $80.00 |
| 86-2(111) | CROSSING A FIRE HOSE | $40.00 | $80.00 |
| 86-2(112) | PUTTING HAZARDOUS MATERIAL ON HIGHWAY PROHIBITED | $90.00 | $80.00 |
| 86-2(113) | STOP WHEN TRAFFIC OBSTRUCTED | $40.00 | $80.00 |
| 86-2(114) | SNOWMOBILE OPERATION LIMITED | $40.00 | $80.00 |
| 86-2(114.1) | UNLAWFUL OPERATION OF ALL-TERRAIN VEHICLE | $40.00 | $80.00 |
| 86-2(114.2) | UNLAWFUL OPERATION OF A MICRO UTILITY TRUCK | $40.00 | $80.00 |
| 86-2(115) | UNLAWFUL RIDING ON VEHICLES;PERSON 14 YOA AND OLDER | $40.00 | $80.00 |
| 86-2(116) | DRIVING UPON SIDEWALKS | $40.00 | $80.00 |
| 86-2(117) | LIMITATIONS ON BACKING | $40.00 | $80.00 |
| 86-2(118) | DRIVING THROUGH/ON PRIVATE/PUBLIC PROPERTY TO AVOID TRAF DEV | $40.00 | $80.00 |
| 86-2(119) | PARADES AND PROCESSIONS | $40.00 | $80.00 |
| 86-2(120) | DRIVING THROUGH PROCESSION | $40.00 | $80.00 |
| 86-2(122) | STREET BARRIERS | $40.00 | $80.00 |
| 86-2(123) | OPENING AND CLOSING VEHICLE DOORS | $40.00 | $80.00 |
| 86-2(124) | RIDING IN A HOUSE TRAILER/ MOBILE/ MANUFACTURED HOME PROHIB | $40.00 | $80.00 |
| 86-2(125) | DRIVING ACROSS LAWNS, SIDEWALKS, YARDS, CROPS, ETC | $40.00 | $80.00 |
| 86-2(126) | REMOVAL OF TRAFFIC HAZARDS | $40.00 | $80.00 |
| 86-2(126.1) | OBSTRUCTING LICENSE PLATES | $40.00 | $80.00 |
| 86-2(126.2) | USE OF WIRELESS COMMUNICATION DEVICES | $40.00 | $80.00 |
| 86-2(127)B | UNAUTHORIZED PARENTAL PERMISSION | $40.00 | $80.00 |
| 86-2(128) | TRAFFIC LAWS APPLY TO BICYCLES | $40.00 | $80.00 |
| 86-2(129) | RIDING ON BICYLCES; SEATS; RIDERS LIMITED | $40.00 | $80.00 |
| 86-2(130) | CLINGING TO VEHICLES | $40.00 | $80.00 |
| 86-2(131) | RIDING ON ROADWAYS AND BICYCLE PATHS | $40.00 | $80.00 |
| 86-2(132) | TRANSPORTING PACKAGES ON BICYCLE | $40.00 | $80.00 |
| 86-2(133) | LAMPS AND OTHER EQUIPMENT ON BICYCLES | $40.00 | $80.00 |
| 86-2(135.1) | ELECTRIC-ASSISTED SCOOTERS, TRAFFIC LAW APPLICATION | $40.00 | $80.00 |
| 86-2(136) | USE OF COASTERS/ ROLLER SKATES/ SIMILAR DEVICES RESTRICTED | $40.00 | $80.00 |
| 86-2(138) | RIDING ON MOTORCYCLES | $40.00 | $80.00 |
| 86-2(139) | OPERATING MOTORCYCLES ON ROADWAYS LANED FOR TRAFFIC | $40.00 | $80.00 |
| 86-2(140) | CLINGING TO OTHER VEHICLES | $40.00 | $80.00 |
| 86-2(141) | MOTORCYCLE SEAT AND FOOTRESTS | $40.00 | $80.00 |
| 86-2(142) | EQUIPMENT FOR MOTORCYCLE OPERATOR OR RIDER | $40.00 | $80.00 |
| 86-2(143) | DRIVING OR MOVING UNDEREQUIPPED VEHICLE | $40.00 | $80.00 |
| 86-2(144) | DRIVING W/O LIGHTS WHEN NEEDED | $40.00 | $80.00 |
| 86-2(146) | HEAD LAMPS ON MOTOR VEHICLES DEFECTIVE | $40.00 | $80.00 |
| 86-2(147) | VEHICLE TAIL LAMPS DEFECTIVE | $40.00 | $80.00 |
| 86-2(148) | DEFECTIVE OR INADEQUATE REFLECTORS | $40.00 | $80.00 |
| 86-2(149) | STOP LAMPS AND TURN SIGNALS DEFECTIVE | $40.00 | $80.00 |
| 86-2(151) | ADDITIONAL EQUIPMENT REQUIRED ON CERTAIN VEHICLES | $40.00 | $80.00 |
| 86-2(152) | IMPROPER LAMP COLOR ON VEHICLE | $40.00 | $80.00 |
| 86-2(153) | IMPROPER REFLECTOR MOUNTING | $40.00 | $80.00 |
| 86-2(154) | IMPROPER VISIBILITY OF REFLECTORS | $40.00 | $80.00 |
| 86-2(156) | NO LAMPS OR FLAGS ON PROJECTING LOADS | $40.00 | $80.00 |
| 86-2(157) | LAMPS ON PARKED VEHICLES | $40.00 | $80.00 |
| 86-2(158) | LAMPS ON OTHER VEHICLES AND EQUIPMENT | $40.00 | $80.00 |
| 86-2(159) | SPOT LAMPS AND AUXILIARY LAMPS | $40.00 | $80.00 |
| 86-2(160) | AUTHORIZED EMERGENCY VEHICLES | $40.00 | $80.00 |
| 86-2(161) | SIGNAL LAMPS AND SIGNAL DEVICES | $40.00 | $80.00 |
| 86-2(162) | VEHICULAR HAZARD WARNING LIGHTS | $40.00 | $80.00 |
| 86-2(163) | ADDITIONAL LIGHTING EQUIPMENT | $40.00 | $80.00 |
| 86-2(164) | MULTIPLE-BEAM ROAD-LIGHTING EQUIPMENT | $40.00 | $80.00 |
| 86-2(165) | USE OF MULTIPLE-BEAM ROAD-LIGHTING EQUIPMENT | $40.00 | $80.00 |
| 86-2(166) | SINGLE-BEAM ROAD-LIGHTING EQUIPMENT PERMITTED ON CERTAIN VEH | $40.00 | $80.00 |
| 86-2(167) | SPEED LIMITATION WITH CERTAIN LIGHTS | $40.00 | $80.00 |
| 86-2(168) | IMPROPER NUMBER OF DRIVING LAMPS | $40.00 | $80.00 |
| 86-2(169) | LAMP RESTRICTION VIOLATION | $40.00 | $80.00 |

# ADDENDUM C - MUNICIPAL COURT FINE SCHEDULE

*Items within this Addendum are not adopted within the fee schedule and are shown for information only and are adopted and authorized separately

| ORDINANCE | DESCRIPTION | FINE | COURT COST |
|---|---|---|---|
| 86-2(170) | SCHOOL BUSES LAMP REQUIREMENTS | $40.00 | $80.00 |
| 86-2(171) | IMPROPER CHURCH BUS LIGHTING REQUIREMENTS | $40.00 | $80.00 |
| 86-2(172) | IMPROPER LAMPS ON CONSTRUCTION EQUIPMENT | $40.00 | $80.00 |
| 86-2(173) | DEFECTIVE BRAKES; PERFORMANCE REQUIREMENTS | $40.00 | $80.00 |
| 86-2(174) | DEFECTIVE OR IMPROPER US OF HORNS AND WARNING DEVICES | $40.00 | $80.00 |
| 86-2(175) | DEFECTIVE MUFFLERS; NOISE PREVENTION | $40.00 | $80.00 |
| 86-2(175.1) | COMPRESSION RELEASE ENGINE BRAKING SYSTEM | $40.00 | $80.00 |
| 86-2(176) | DEFECTIVE MIRRORS | $40.00 | $80.00 |
| 86-2(177) | OBSTRUCTED WINDSHIELDS | $40.00 | $80.00 |
| 86-2(178) | IMPROPER TIRES | $40.00 | $80.00 |
| 86-2(178.1) | WIDE-BASE SINGLE TIRES | $40.00 | $80.00 |
| 86-2(179) | SPILLING LOADS ON HIGHWAYS PROHIBITED | $40.00 | $80.00 |
| 86-2(180) | IMPROPER TOWING EQUIPMENT | $40.00 | $80.00 |
| 86-2(181) | ONE-WAY GLASS AND FILM APPLICATION | $40.00 | $80.00 |
| 86-2(182)A1 | CHILD PASSENGER RESTRAINT SYSTEM UNDER 4YOA | $60.00 | $80.00 |
| 86-2(182)A2 | CHILD PASSENGER RESTRAINT SYSTEM 4YOA UNDER 8 YOA | $60.00 | $80.00 |
| 86-2(182)A3 | CHILD PASSENGER RESTRAINT SYSTEM 8YOA UNDER 14YOA | $60.00 | $80.00 |
| 86-2(182.1) | SEATBELT VIOLATION | $30.00 | $80.00 |
| 86-2(182.1)B | SEATBELT VIOLATION 14YOA UNDER 18YOA | $60.00 | $80.00 |
| 86-2(182.2) | UNLAWFUL RIDING ON VEHICLES;PERSONS UNDER AGE 14 | $40.00 | $80.00 |
| 86-2(183) | DEFECTIVE HEADLAMPS | $40.00 | $80.00 |
| 86-2(184) | DEFECTIIVE TAIL LIGHTS | $40.00 | $80.00 |
| 86-2(185) | DEFECTIVE REFLECTORS | $40.00 | $80.00 |
| 86-2(186) | DEFECTIVE STOP LAMPS | $40.00 | $80.00 |
| 86-2(187) | MULTILE-BEAM ROAD-LIGHTING EQUIPMENT | $40.00 | $80.00 |
| 86-2(188) | LIGHTING EQUIPMENT FOR MOTOR-DRIVEN CYCLES | $40.00 | $80.00 |
| 86-2(189) | DEFECTIVE BRAKES | $40.00 | $80.00 |
| 86-2(190) | IMPROPER BRAKE PERFORMANCE; ABILITY OF BRAKES | $40.00 | $80.00 |
| 86-2(191) | ADDITIONAL EQUIPMENT REQUIRED | $40.00 | $80.00 |
| 86-2(192) | NO VALID DRIVERS LICENSE | $300.00 | $80.00 |
| 86-2(192)B | NO VALID DRIVERS LICENSE; 2ND | $600.00 | $80.00 |
| 86-2(192)C | NO VALID DRIVERS LICENSE; 3RD | $1,000.00 | $80.00 |
| 86-2(192)D | NO VALID DRIVERS LICENSE; 4TH | $1,000.00 | $80.00 |
| 86-2(192)E | NO VALID DRIVERS LICENSE; 5TH | $1,000.00 | $80.00 |
| 86-2(192)F | NO VALID DRIVERS LICENSE; 6TH OR SUBSEQUENT | $1,000.00 | $80.00 |
| 86-2(193) | DRIVER`S LICENSE IN POSSESSION | $40.00 | $80.00 |
| 86-2(194)A | DRIVING WHILE SUSPENDED; 1ST | $200.00 | $80.00 |
| 86-2(194)B | DRIVING WHILE SUSPENDED; 2ND | $300.00 | $80.00 |
| 86-2(194)C | DRIVING WHILE SUSPENDED; 3RD | $500.00 | $80.00 |
| 86-2(194)D | DRIVING WHILE SUSPENDED; 4TH | $700.00 | $80.00 |
| 86-2(194)E | DRIVING WHILE SUSPENDED; 5TH | $1,000.00 | $80.00 |
| 86-2(194)F | DRIVING WHILE SUSPENDED; 6TH | $1,000.00 | $80.00 |
| 86-2(195) | DRIVING IN VIOLATION OF RESTRICTIONS | $100.00 | $80.00 |
| 86-2(195)B | DRIVING IN VIOLATION OF RESTRICTIONS; 2ND | $200.00 | $80.00 |
| 86-2(195.1) | OPERATION OF A MOTOR VEHICLE WHEN HABITUAL | $500.00 | $80.00 |
| 86-2(195.1)2 | OPERATION OF A MOTOR VEHICLE WHEN HABITUAL; 2ND | $500.00 | $80.00 |
| 86-2(195.1)3 | OPERATION OF A MOTOR VEHICLE WHEN HABITUAL; 3RD | $1,500.00 | $80.00 |
| 86-2(196) | UNAUTHORIZED OPERATOR | $100.00 | $80.00 |
| 86-2(197) | UNAUTHORIZED MINORS | $100.00 | $80.00 |
| 86-2(198) | ILLEGAL TAGS | $100.00 | $80.00 |
| 86-2(199) | UNLAWFUL USE OF DRIVERS LICENSE | $500.00 | $80.00 |
| 86-2(199)C | UNLAWFUL USE OF DL; 1ST OFF USE DL;UNDER 21 FOR ALCOHOL | $200.00 | $80.00 |
| 86-2(199)CC | UNLAWFUL USE OF DL; 2ND OFF; USE OF DL;UNDER 21 FOR ALCOHOL | $500.00 | $80.00 |
| 86-2(200) | FAILURE TO SHOW PROOF OF LIABILITY INSURANCE | $300.00 | $80.00 |
| 86-2(200)2 | FAILURE TO SHOW PROOF OF LIABILITY INSURANCE; 2ND | $800.00 | $80.00 |
| 86-2(200)3 | FAILURE TO SHOW PROOF OF LIABILITY INSURANCE; 3RD | $800.00 | $80.00 |
| 86-2(200)4 | FAILURE TO PROVIDE PROOF OF LIABILITY INSURANCE; 4TH | $800.00 | $80.00 |
| 86-3 | EXCESSIVE NOISE FROM VEHICLES | $40.00 | $80.00 |
| 86-5 | TRUCK ROUTE VIOLATION | $40.00 | $80.00 |
| 86-6 | SPEED LIMIT IN CEMETERIES | $40.00 | $80.00 |
| 86-7 | LITTERING FROM A MOTOR VEHICLE | $40.00 | $80.00 |
| 86-8 | USE/OPERATION OF MECHANICAL EXHAUST DEV/ JAKE BRAKE | $40.00 | $80.00 |
| 86-9 | UNLAWFUL DRIVING ON SURFACES DESIGNATED FOR PED/BIKE/RECREAT | $40.00 | $80.00 |
| 86-32 | PARKING AND STANDING OF TAXI CABS | $40.00 | $10.00 |
| 86-33 | COMMERCIAL TRUCKS/ PARKING PROVISIONS | $40.00 | $10.00 |
| 86-34 | PARKING VEHICLE NOT BEARING CURRENT REGISTRATION | $40.00 | $10.00 |
| 86-36 | PRIVATE PARKING; PROPERTY OWNERS CONSENT | $40.00 | $10.00 |

# ADDENDUM C - MUNICIPAL COURT FINE SCHEDULE

*Items within this Addendum are not adopted within the fee schedule and are shown for information only and are adopted and authorized separately

| ORDINANCE | DESCRIPTION | FINE | COURT COST |
|---|---|---|---|
| 86-39 | PARKING ON UNAPPROVED SURFACE | $40.00 | $80.00 |
| 86-62 | U-TURNS/NO RIGHT TURNS | $40.00 | $80.00 |
| 86-63 | RIDING ON SIDEWALKS | $40.00 | $80.00 |
| 86-64 | RIDING PROHIBITED AREAS | $40.00 | $80.00 |
| 90-46 | TAKING SERVICE WITHOUT AUTHORITY | $200.00 | $100.00 |

# ADDENDUM D

*Items within this addendum are not adopted within the fee schedule and are shown for information only and are adopted and authorized seperately

| CODE REF. | DESCRIPTION | LAST CHANGED | RATE |
|---|---|---|---|
| **UTILITY SERVICE RATES:** | | | |
| **ELECTRIC SERVICE RATES** | | | |
| 90-302 | **Residential (Within corporate limits, schedule RE-1)** | **2027** | |
| | Customer charge, per month | | $22.50 |
| | Energy charge, per kWh | | $0.014931 |
| | **Residential (Statutory Service Area)** | **2027** | |
| | Customer charge, per month | | $22.50 |
| | Energy charge, per kWh | | $0.1620 |
| 90-303 | **Small General (within corporate limits)** | **2027** | |
| | Customer charge, per month | | $45.00 |
| | Energy charge, per kWh | | $0.09830 |
| | **Small General (Statutory Service Area)** | **2027** | |
| | Customer charge, per month | | $45.00 |
| | Energy charge, per kWh | | $0.10666 |
| 90-304 | **Large General (within corporate limits)** | **2027** | |
| | Customer charge, per month | | $90.00 |
| | Demand Charge, per kW | | $11.86 |
| | Energy charge, per kWh | | $0.9830 |
| | **Large General (Statutory Service Area)** | **2027** | |
| | Customer charge, per month | | $90.00 |
| | Demand Charge, per kW | | $12.86 |
| | Energy charge, per kWh | | $0.10666 |
| 90-305 | **Churches (within corporate limits)** | **2027** | |
| | Customer charge, per month | | $15.00 |
| | Demand Charge, per kW | | $11.86 |
| | Energy charge, per kWh | | $0.09830 |
| | **Churches (Statutory Service Area)** | **2027** | |
| | Customer charge, per month | | $15.00 |
| | Demand Charge, per kW | | $12.86 |
| | Energy charge, per kWh | | $0.106660 |
| 90-306 | **Schools (within corporate limits)** | **2027** | |
| | Customer charge, per month | | $15.00 |
| | Demand Charge, per kW | | $11.86 |
| | Energy charge, per kWh | | $0.09830 |
| | **Schools (Statutory Service Area)** | **2027** | |
| | Customer charge, per month | | $15.00 |
| | Demand Charge, per kW | | $12.86 |
| | Energy charge, per kWh | | $0.106660 |
| 90-269 | **Electric System Connection Fee** | 2011 | |
| | 120/240 - 800 Amp - 1Ø | | $1,400.00 |
| | 120/240 - 1000 Amp - 1Ø | | $1,750.00 |
| | 120/240 - 1200 Amp - 1Ø | | $2,100.00 |
| | 120/240 - 1600 Amp - 1Ø | | $2,800.00 |
| | 120/240 - 2000 Amp - 1Ø | | $3,500.00 |
| | 120/208 - 800 Amp - 1Ø | | $1,440.00 |
| | 120/208 - 1000 Amp - 1Ø | | $1,800.00 |
| | 120/208 - 1200 Amp - 1Ø | | $2,160.00 |
| | 120/208 - 1600 Amp - 1Ø | | $2,520.00 |
| | 120/208 - 2000 Amp - 1Ø | | $3,600.00 |
| | 120/240 - 800 Amp - 3Ø | | $2,240.00 |

# ADDENDUM D

*Items within this addendum are not adopted within the fee schedule and are shown for information only and are adopted and authorized seperately

| CODE REF. | DESCRIPTION | LAST CHANGED | RATE |
|---|---|---|---|
| | 120/240 - 1000 Amp - 3Ø | | $2,800.00 |
| | 120/240 - 1200 Amp - 3Ø | | $3,360.00 |
| | 120/240 - 1600 Amp - 3Ø | | $4,480.00 |
| | 120/240 - 2000 Amp - 3Ø | | $5,600.00 |
| | 120/240 - 3000 Amp - 3Ø | | $8,400.00 |
| | | | |
| | 120/208 - 800 Amp - 3Ø | | $2,520.00 |
| | 120/208 - 1000 Amp - 3Ø | | $3,150.00 |
| | 120/208 - 1200 Amp - 3Ø | | $3,780.00 |
| | 120/208 - 1600 Amp - 3Ø | | $5,040.00 |
| | 120/208 - 2000 Amp - 3Ø | | $6,300.00 |
| | 120/208 - 3000 Amp - 3Ø | | $9,450.00 |
| | | | |
| | 277/480 - 800 Amp - 3Ø | | $5,816.00 |
| | 277/480 - 1000 Amp - 3Ø | | $7,270.00 |
| | 277/480 - 1200 Amp - 3Ø | | $8,724.00 |
| | 277/480 - 1600 Amp - 3Ø | | $11,632.00 |
| | 277/480 - 2000 Amp - 3Ø | | $14,540.00 |
| | 277/480 - 3000 Amp - 3Ø | | $21,810.00 |
| | | | |
| | Greater KVA that above listed voltages | | $12.00 per KVA above listed |
| **WATER SERVICE CHARGES** | | | |
| 90-177 | **Residential Water Utility Rates** | **2027** | |
| | Consumption 0 -15,000 gallons | | $3.39 per 1000 gallons |
| | Consumption 15,001 - 30,000 gallons | | $3.87 per 1000 gallons |
| | Consumption 30,001 - 60,000 gallons | | $4.62 per 1000 gallons |
| | Consumption 60,001 + gallons | | $5.66 per 1000 gallons |
| | **Commercial Water Utility Rates** | | |
| | Consumption - All quantities | | $3.51 per 1000 gallons |
| 90-177 | **Water Utility Rates and Charges: Monthly Service Charge** | **2027** | |
| | 3/4 Tap | | $26.68 |
| | 1" Tap | | $29.76 |
| | 1 1/2 " Tap | | $34.90 |
| | 2" Tap | | $52.88 |
| | 3" Tap | | $91.40 |
| | 4" Tap | | $129.40 |
| | 6" Tap | | $168.44 |
| | 8" Tap | | $271.16 |
| | 10" Tap | | $309.68 |
| | **Water Service Tap Fee** | 2021 | |
| | 3/4" Tap | | N/A |
| | 1" Tap | | $900.00 |
| | 1 1/2 " Tap | | $1,200.00 |
| | 2" Tap | | $1,400.00 |
| | 3" Tap | | $1,600.00 |
| | 4" Tap | | $2,000.00 |
| | 6" Tap | | $2,200.00 |
| | 8" Tap | | $2,400.00 |
| | 10" Tap | | N/A |
| | **Water Service Installation Fee** | 2021 | |
| | .75" | | N/A |
| | 1" Tap | | $1,620.00 |
| | 1 1/2 " Tap | | N/A |
| | 2" Tap | | $3,416.00 |
| | 3" Tap | | $7,074.00 |

# ADDENDUM D

*Items within this addendum are not adopted within the fee schedule and are shown for information only and are adopted and authorized seperately

| CODE REF. | DESCRIPTION | LAST CHANGED | RATE |
|---|---|---|---|
| | 4" Tap | | $8,868.00 |
| | 6" Tap | | $12,406.00 |
| | 8" Tap | | $17,781.00 |
| | 10" Tap | | $23,683.00 |
| 90-179 | **Private Fire Protection Equipment - Installation Fee** | 2021 | |
| | 2" Fire Leg | | $1,400.00 |
| | 4" Fire Leg | | $2,000.00 |
| | 6" Fire Leg | | $2,200.00 |
| | 8" Fire Leg | | $2,400.00 |
| | 10" Fire Leg | | $2,800.00 |
| | 12" Fire Leg | | $3,200.00 |
| 90-179 | **Private Fire Protection Equipment - Annual Connection Fee** | 2021 | |
| | 2" Fire Leg | | $70.00 |
| | 3" Fire Leg | | $85.00 |
| | 4" Fire Leg | | $95.00 |
| | 6" Fire Leg | | $125.00 |
| | 8" Fire Leg | | $175.00 |
| | 10" Fire Leg | | $225.00 |
| | 12" Fire Leg | | $300.00 |
| **WASTEWATER SERVICE CHARGES** | | | |
| 90-204 | **Sewage Charge - Residential** | **2027** | |
| | Base Charge | | $11.31 |
| | Volume Charge | | $2.38 |
| | Maximum Charge | 2026 | $67.00 |
| 90-241 | **Sewer Tap/Connection Fee** | 2018 | $500.00 |
| 90-204 | **Sewage Charge - Multi-Family** | **2027** | |
| | Fixed Charge | | $25.61 |
| | **Sewage Charge - Mobile or MFG Housing** | **2027** | |
| | Fixed Charge | | $25.61 |
| | **Sewage Charge - Commercial** | **2027** | |
| | Base Charge | | $17.27 |
| | Volume Charge | | $2.38 |
| 90-206 | **Extra Strength Sewage Charges** | 2018 | |
| | BOD - In City | | $0.16 |
| | BOD - Outside City | | $0.24 |
| | TSS - In City | | $0.12 |
| | TSS - Outside City | | $0.18 |
| | FOG - In City | | $2.10 |
| | FOG - Outside City | | $3.15 |
| | NH4 - In City | | $1.50 |
| | NH4 - Outside City | | $2.25 |
| | Phosphorus - In City | | $0.20 |
| | Phosphorus - Outside City | | $0.30 |
| | VCP Tap 4" | | $100.00 |
| | VCP Tap 6" | | $150.00 |
| | Septic Dump Application Fee (FICO) | | $10.00 |
| | Septic Dump Application Fee (Outside FICO) | | $20.00 |
| | Septic Dump Fee | | $35.00 (per 1000 gallons) |
| | Lab - BOD test | | $41.00 |
| | Lab - TSS Test | | $15.00 |
| | Lab - pH Test | | $10.00 |
| | Lab - Ammonia Test | | $20.00 |
| | Lab - Phosphorus Test | **2027** | Actual Cost |
| | Lab - Fat, Oil & Grease Test | **2027** | Actual Cost |
| | Lab - Sulfates | | $18.00 |

| ADDENDUM D<br>*Items within this addendum are not adopted within the fee schedule and are shown for information only and are adopted and authorized seperately | | | |
|---|---|---|---|
| **CODE REF.** | **DESCRIPTION** | **LAST CHANGED** | **RATE** |
| | Lab - TKN test | **2027** | Actual Cost |
| | Lab - E. Coli Test | | $22.00 |
| | Lab - Sampling Fee | | $38.00 |
| | Courier Fees | | Actual Cost |
| | Sample Disposal | | Actual Cost |
| **STORMWATER - DRAINAGE** | | | |
| 90-379 | **Residential Fees** | 2017 | |
| | Residential Property Fee | | $3.00 |
| | Multi-Family Residential | | $2.50 |
| | **Commercial and Industrial** | 2017 | |
| | 1-10 Spaces | | $4.50 |
| | 11-50 Spaces | | $7.50 |
| | 50-200 Spaces | | $12.75 |
| | 200+ Spaces | | $24.00 |
| **SOLID WASTE - RECYCLING** | | | |
| 74-37 | **Solid Waste - Residential & Multi-Family** | **2027** | $30.57 |
| | **Solid Waste Poly Kart** | | |
| | Administrative Fee (customer requested change of service) | 2026 | $15.00 |
| | Additional Poly Kart | **2027** | $20.61 |
| | **Special Collections** | 2026 | |
| | Minimum Charge - 1 container | | $45.00 |
| | Minimum Charge - two or more containers | | $35.00 |
| | Collection requiring labor (per container, per hour) | | $60.00 |
| | Special Clean-up charge for Poly Kart (per hour) | | $15.00 |
| | Special Trafficway Rent-A-Truck (per truckload) | | $65.00 |
| | **Commercial Collections** | **2027** | |
| | Container Capacity (CU. YD.) | | |
| | 3 | | $63.74 Per Collection |
| | 4 | | $84.98 Per Collection |
| | 6 | | $97.31 Per Collection |
| | 27 | | $917.18 Per Collection |
| | 33 | | $1105.37 Per Collection |

GARDEN CITY
KANSAS

**MEMORANDUM**

**TO:** City Commission
**THRU:** Matthew C. Allen, City Manager
**FROM:** Jared Kuhlman, Finance Director
**DATE:** December 1, 2026
**RE:** Public Hearing - 2026 Amended Budget

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**ISSUE:**

1:30 p.m. - Public Hearing on the matter of the Governing Body hearing questions, concerns and comments from the public concerning the 2026 budget amendments that are necessary to reflect actual 2026 expenditures. Following the hearing, the Governing Body is asked to approve the Certificate of Amendment of the 2026 Budget.

**BACKGROUND:**

Due to changes in programs, cash carryover, and additional revenues and expenses there is a need to amend the authorized budget for 2026. Proposed are the following funds to amend the justifications.

| Fund | Justification |
|---|---|
| Capital Improvement Reserve | Adjustments for Remaining Capital Expenditures |
| Finnup Trust | Cash Carryover for Parks and Zoo Projects |
| Capital Improvement Plan | Additional Funding and Cash Carryover and Anticipated Expenses |
| Airport Improvement | Additional Funding and Cash Carryover and Anticipated Expenses |
| Airport Terminal Project | Additional Funding and Cash Carryover and Anticipated Expenses |
| Golf Course Improvement | Additional Funding and Cash Carryover and Anticipated Expenses |
| Golf Course | Additional Funding and Cash Carryover and Anticipated Expenses |

**ALTERNATIVES:**

1. The Governing Body may approve amending the budgets as shown on the 2026 Amended Budget Certificate.
2. The Governing Body may not approve amending the budgets. If the budgets are not amended, the City may experience budget violations governed under K.S.A. Statute 79-2935.

**RECOMMENDATION:**

Staff Recommends the Governing Body approve the 2026 Amended Budget Certificate.

**FISCAL NOTE:**
None.

**ATTACHMENTS:**
2026 Amended Budget - Certificate

**2026**

# Amended
# Certificate
# For Calendar Year 2026

To the Clerk of Finney County, State of Kansas
We, the undersigned, duly elected, qualified, and acting 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 expenditure for the various funds for the year.

| Table of Contents: | | Page No. | 2026 Amended Budget<br>Amount of 2025 Tax that was Levied | Adopted 2026 Expenditures | Proposed Amended 2026 Expenditures |
|---|---|---|---|---|---|
| **Fund** | **K.S.A.** | | | | |
| Capital Improvement Reserve | | 2 | | 1,252,001 | 3,275,000 |
| Finnup Trust | | 3 | | 300,001 | 604,451 |
| Capital Improvement Plan | | 4 | | 240,839 | 1,300,000 |
| Airport Improvement | | 5 | | 5,004,484 | 6,330,000 |
| Airport Terminal Project | | 6 | | 2,156,528 | 2,536,964 |
| Golf Course Improvement | | 7 | | 9,864 | 135,000 |
| Golf Course | | 8 | | 1,348,453 | 1,570,100 |
| | | 9 | | | |
| | | | | | |
| | | | | | |
| Totals | | xxxxxxxxxx | 0 | 10,312,170 | 15,751,515 |
| Summary of Amendments | | 9 | | | |

Attested date:_____

County Clerk

Assisted by:

Address:

Email:

Governing Body

| CPA Summary |
|---|
| |

City of Garden City 2026

Adopted Budget

| Capital Improvement Reserve | 2026 Adopted Budget | 2026 Proposed Budget |
|---|---|---|
| Unencumbered Cash Balance January 1 | 626,001 | 3,112,227 |
| Receipts: | | |
| Ad Valorem Tax | | |
| Delinquent Tax | | |
| Motor Vehicle Tax | | |
| Recreational Vehicle Tax | | |
| 16/20M Vehicle Tax | | |
| Fees | 50,000 | 50,000 |
| Donations | 52,000 | 52,000 |
| Transfers In | 500,000 | 500,000 |
| Miscellaneous | 24,000 | 24,000 |
| | | |
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| | | |
| | | |
| Interest on Idle Funds | | |
| **Total Receipts** | **626,000** | **626,000** |
| **Resources Available:** | **1,252,001** | **3,738,227** |
| Expenditures: | | |
| Contractual | 102,000 | 1,250,000 |
| Commodities | | 125,000 |
| Capital Outlay | 420,000 | 1,900,000 |
| Debt Service | | |
| Transfers Out | | |
| Cash Forward | 730,001 | |
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| **Total Expenditures** | **1,252,001** | **3,275,000** |
| Unencumbered Cash Balance December 31 | 0 | 463,227 |

| CPA Summary |
|---|
| |

City of Garden City 2026

Adopted Budget

| Finnup Trust | 2026 Adopted Budget | 2026 Proposed Budget |
|---|---|---|
| Unencumbered Cash Balance January 1 | 150,001 | 454,451 |
| Receipts: | | |
| Ad Valorem Tax | | |
| Delinquent Tax | | |
| Motor Vehicle Tax | | |
| Recreational Vehicle Tax | | |
| 16/20M Vehicle Tax | | |
| Donations | 150,000 | 150,000 |
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| | | |
| Interest on Idle Funds | | |
| **Total Receipts** | **150,000** | **150,000** |
| **Resources Available:** | **300,001** | **604,451** |
| Expenditures: | | |
| Contractual | 150,000 | 604,451 |
| Commodities | | |
| Capital Outlay | | |
| Debt Service | | |
| Transfers Out | | |
| Cash Forward | 150,001 | |
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| **Total Expenditures** | **300,001** | **604,451** |
| Unencumbered Cash Balance December 31 | 0 | 0 |

| CPA Summary |
|---|
| |

City of Garden City 2026

Adopted Budget

| Capital Improvement Plan | 2026 Adopted Budget | 2026 Proposed Budget |
|---|---|---|
| Unencumbered Cash Balance January 1 | 20,839 | 1,192,921 |
| Receipts: | | |
| Ad Valorem Tax | | |
| Delinquent Tax | | |
| Motor Vehicle Tax | | |
| Recreational Vehicle Tax | | |
| 16/20M Vehicle Tax | | |
| Miscellaneous | 20,000 | 20,000 |
| Transfers In | 200,000 | 200,000 |
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| **Total Receipts** | **220,000** | **220,000** |
| **Resources Available:** | **240,839** | **1,412,921** |
| Expenditures: | | |
| Contractual | | |
| Commodities | | |
| Capital Outlay | 200,200 | 1,300,000 |
| Debt Service | | |
| Transfers Out | | |
| Cash Forward | 40,639 | |
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| **Total Expenditures** | **240,839** | **1,300,000** |
| Unencumbered Cash Balance December 31 | 0 | 112,921 |

| CPA Summary |
|---|
| |

City of Garden City 2026

Adopted Budget

| Airport Improvement | 2026 Adopted Budget | 2026 Proposed Budget |
|---|---|---|
| Unencumbered Cash Balance January 1 | 269,484 | 263,186 |
| Receipts: | | |
| Ad Valorem Tax | | |
| Delinquent Tax | | |
| Motor Vehicle Tax | | |
| Recreational Vehicle Tax | | |
| 16/20M Vehicle Tax | | |
| Fees | 236,750 | 137,350 |
| Grant | 4,498,250 | 5,936,550 |
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| Interest on Idle Funds | | |
| **Total Receipts** | **4,735,000** | **6,073,900** |
| **Resources Available:** | **5,004,484** | **6,337,086** |
| Expenditures: | | |
| Contractual | 4,735,000 | 6,330,000 |
| Commodities | | |
| Capital Outlay | | |
| Debt Service | | |
| Transfers Out | | |
| Cash Forward | 269,484 | |
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| **Total Expenditures** | **5,004,484** | **6,330,000** |
| Unencumbered Cash Balance December 31 | 0 | 7,086 |

| CPA Summary |
|---|
| |

City of Garden City 2026

Adopted Budget

| Airport Terminal Project | 2026 Adopted Budget | 2026 Proposed Budget |
|---|---|---|
| Unencumbered Cash Balance January 1 | 2,156,528 | 2,536,964 |
| Receipts: | | |
| Ad Valorem Tax | | |
| Delinquent Tax | | |
| Motor Vehicle Tax | | |
| Recreational Vehicle Tax | | |
| 16/20M Vehicle Tax | | |
| Grant | | |
| Transfers In | | |
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| | | |
| Interest on Idle Funds | | |
| **Total Receipts** | **0** | **0** |
| **Resources Available:** | **2,156,528** | **2,536,964** |
| Expenditures: | | |
| Contractual | | 2,536,964 |
| Commodities | | |
| Capital Outlay | | |
| Debt Service | | |
| Transfers Out | | |
| Cash Forward | 2,156,528 | |
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| **Total Expenditures** | **2,156,528** | **2,536,964** |
| Unencumbered Cash Balance December 31 | 0 | 0 |

| CPA Summary |
|---|
| |

City of Garden City 2026

Adopted Budget

| Golf Course Improvement | 2026 Adopted Budget | 2026 Proposed Budget |
|---|---|---|
| Unencumbered Cash Balance January 1 | 4,764 | 80,782 |
| Receipts: | | |
| Ad Valorem Tax | | |
| Delinquent Tax | | |
| Motor Vehicle Tax | | |
| Recreational Vehicle Tax | | |
| 16/20M Vehicle Tax | | |
| Fees | 5,000 | 5,000 |
| Transfers In | | |
| Miscellaneous | | |
| Grant | | |
| Donations | 100 | 50,000 |
| | | |
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| | | |
| | | |
| Interest on Idle Funds | | |
| **Total Receipts** | **5,100** | **55,000** |
| **Resources Available:** | **9,864** | **135,782** |
| Expenditures: | | |
| Salaries/Benefits | | |
| Contractual | | |
| Commodities | | |
| Capital Outlay | | 135,000 |
| Debt Service | | |
| Transfers Out | | |
| Cash Forward | 9,864 | |
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| | | |
| **Total Expenditures** | **9,864** | **135,000** |
| Unencumbered Cash Balance December 31 | 0 | 782 |

| CPA Summary |
|---|
| |

City of Garden City 2026

Adopted Budget

| Golf Course | 2026 Adopted Budget | 2026 Proposed Budget |
|---|---|---|
| Unencumbered Cash Balance January 1 | 9,953 | 176,492 |
| Receipts: | | |
| Ad Valorem Tax | | |
| Delinquent Tax | | |
| Motor Vehicle Tax | | |
| Recreational Vehicle Tax | | |
| 16/20M Vehicle Tax | | |
| Other Taxes | 45,000 | 45,000 |
| Fees | 678,500 | 724,500 |
| Sales | 110,000 | 120,000 |
| Transfers In | 505,000 | 505,000 |
| | | |
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| | | |
| **Total Receipts** | **1,338,500** | **1,394,500** |
| **Resources Available:** | **1,348,453** | **1,570,992** |
| Expenditures: | | |
| Salaries | 671,750 | 729,700 |
| Benefits | 206,300 | 218,400 |
| Contractual | 241,550 | 256,000 |
| Commodities | 205,350 | 216,000 |
| Capital Outlay | 13,500 | 150,000 |
| Debt Service | | |
| Transfers Out | | |
| Cash Forward | 10,003 | |
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| | | |
| **Total Expenditures** | **1,348,453** | **1,570,100** |
| Unencumbered Cash Balance December 31 | 0 | 892 |

| CPA Summary |
|---|
| |

2026

**Notice of Budget Hearing for Amending the**
**2026 Budget**
The governing body of
**City of Garden City**
will meet on the day of 12/1/26 at 1:30 p.m. at City Administrative Center for the
purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at Service and Finance Department
and will be available at this hearing.

## Summary of Amendments

| Fund | 2026 Adopted Budget | | | 2026 Proposed Amended Expenditures |
|---|---|---|---|---|
| | Actual Tax Rate | Amount of Tax that was Levied | Expenditures | |
| Capital Improvement Reserve | | | 1,252,001 | 3,275,000 |
| Finnup Trust | | | 300,001 | 604,451 |
| Capital Improvement Plan | | | 240,839 | 1,300,000 |
| Airport Improvement | | | 5,004,484 | 6,330,000 |
| Airport Terminal Project | | | 2,156,528 | 2,536,964 |
| Golf Course Improvement | | | 9,864 | 135,000 |
| Golf Course | | | 1,348,453 | 1,570,100 |
| | | | 0 | 0 |
| | | | 0 | 0 |
| | | | 0 | 0 |

Jared Kuhlmann
Official Title: Finance Director

See Proof on Next Page

# AFFIDAVIT OF PUBLICATION

**Garden City Telegram**
**1807 E Mary St. #7, Garden City, KS 67846**
**(620) 504-9885**

State of New Jersey, County of Camden, ss:

I, Anjana Bhadoriya, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Garden City Telegram, a publication that is a "legal newspaper" as that phrase is defined for the city of Garden City, for the County of Finney, in the state of Kansas, that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates.

**Publication Dates:**
- Nov 14, 2026

**Notice ID:** qC4W31ELC5QH5GoVHGAP
**Notice Name:** Notice of Budget Hearing - Amending the 2026
**Publication Fee:** $126.31

Anjana Bhadoriya

_____
Anjana Bhadoriya
Agent

**VERIFICATION**

State of New Jersey
County of Camden

Signed or attested before me on this: 11/17/2026

_____

Notary Public

Notarized remotely online using communication technology via Proof.

**SHARONN E THOMAS-POPE**
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires January 23, 2027

**Notice of Budget Hearing for Amending the 2026 Budget**

The governing body of

**City of Garden City**

will meet on the day of 12/1/26 at 1:30 p.m. at City Administrative Center for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at Service and Finance Department and will be available at this hearing.

**Summary of Amendments**

| Fund | 2026 Adopted Budget | | | 2026 Proposed Amended Expenditures |
|---|---|---|---|---|
| | Actual Tax Rate | Amount of Tax that was Levied | Expenditures | |
| Capital Improvement Reserve | | | 1,252,001 | 3,275,000 |
| Finnup Trust | | | 300,001 | 604,451 |
| Capital Improvement Plan | | | 240,839 | 1,300,000 |
| Airport Improvement | | | 5,004,484 | 6,330,000 |
| Airport Terminal Project | | | 2,156,528 | 2,536,964 |
| Golf Course Improvement | | | 9,864 | 135,000 |
| Golf Course | | | 1,348,453 | 1,570,100 |
| | | | 0 | 0 |
| | | | 0 | 0 |
| | | | 0 | 0 |

Jared Kuhlmann
Official Title: Finance Director

Published in Garden City Telegram November 14, 2026.

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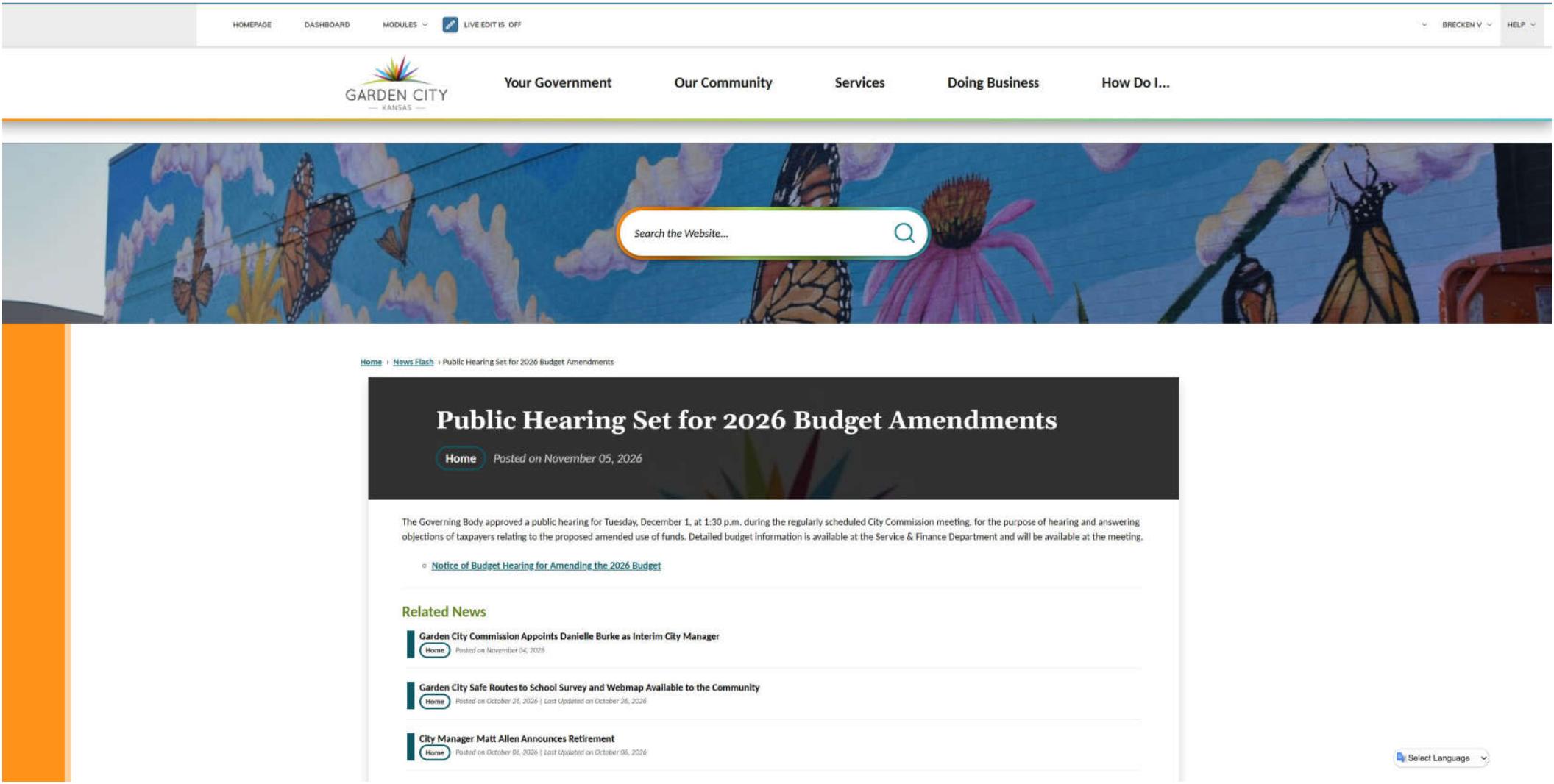
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Public Hearing Set for 2026 Budget Amendments
Home
Posted on November 05, 2026
The Governing Body approved a public hearing for Tuesday, December 1, at 1:30 p.m. during the regularly scheduled City Commission meeting, for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds. Detailed budget information is available at the Service & Finance Department and will be available at the meeting.
Notice of Budget Hearing for Amending the 2026 Budget
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Garden City Commission Appoints Danielle Burke as Interim City Manager
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Posted on November 04, 2026
Garden City Safe Routes to School Survey and Webmap Available to the Community
Home
Posted on October 26, 2026 | Last Updated on October 26, 2026
City Manager Matt Allen Announces Retirement
Home
Posted on October 06, 2026 | Last Updated on October 06, 2026
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GARDEN CITY KANSAS

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# CITY CALENDAR

View Upcoming Events




December 2026

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| 29 | 30 | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | 1 | 2 |

**Tue, Dec. 1**
City Commission Meeting

**Tue, Dec. 1**
2026 Budget Amendment Public Hearing

**Tue, Dec. 15**
City Commission Meeting

View All Events

GARDEN CITY

## Contact Us

301 N 8th Street
P.O. Box 998
Garden City, KS 67846
Utility Billing: 620-276-1100
City Manager's Office: 620-276-1160

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GARDEN CITY
KANSAS

**MEMORANDUM**

**TO:** City Commission
**THRU:** Matthew C. Allen, City Manager
**FROM:** Aleecya Charles, Assistant Neighborhood & Development Services
**DATE:** December 1, 2026
**RE:** Infrastructure Improvement Agreement with Faith Community, A Global Methodist Church

---

**ISSUE:**
The Governing Body is asked to consider and approve an Infrastructure Improvement Agreement with Faith Community, A Global Methodist Church, for work to be done at the intersection of E. Mary Street and Buffalo Way Boulevard.

**BACKGROUND:**
Faith Community, A Global Methodist Church, owns 2602 E. Mary Street and is in the process of building its church at this location, which is at the intersection of E. Mary Street and Buffalo Boulevard. The project requires a new south approach to the intersection to provide access to the property, along with making modifications to the existing traffic signal, construction of new pavement, curb and gutter, curb ramps, sidewalk, installation of pedestrian signal equipment, installation and revision of pavement markings, and the addition of a left-turn lane on the east (westbound) approach. The estimated cost of the work is $21,382.00.

The agreement, if approved by the Governing Body, outlines that the developer will pay the estimated costs of $21,382.00 within 30 days after the effective date of this agreement or prior to the issuance of a building permit for the construction of the church building.

**ALTERNATIVES:**
1. The Governing Body may approve the Infrastructure Improvement Agreement with Faith Community, A Global Methodist Church.
2. The Governing Body may not approve the Infrastructure Improvement Agreement with Faith Community, A Global Methodist Church.
3. The Governing Body may provide staff with an alternative direction.

**RECOMMENDATION:**
Staff recommends the Governing Body approve the Infrastructure Improvement Agreement with Faith Community, A Global Methodist Church.

**FISCAL NOTE:**
In conjuction with the agreement the developer will need to pay the total amount of $21,382.00 for the modifications to the existing traffic signal.

**ATTACHMENTS:**
Aerial of Property

Agreement Infrastructure Improvement Faith Community Church




**Legend**

Property Boundary

0 95 190 380 Feet

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GARDEN CITY KANSAS

**INFRASTRUCTURE IMPROVEMENT AGREEMENT**
**(FAITH COMMUNITY CHURCH INTERSECTION IMPROVEMENTS)**

THIS INFRASTRUCTURE IMPROVEMENT AGREEMENT ("Agreement") is entered into as of the Effective Date (as defined below) in the year 2026, by and between the **CITY OF GARDEN CITY, KANSAS**, a Kansas municipal corporation ("CITY"), and **FAITH COMMUNITY, A GLOBAL METHODIST CHURCH**, a Kansas not-for-profit corporation ("DEVELOPER"), together collectively referred to as the "Parties".

**R E C I T A L S**

A. DEVELOPER owns certain real property, as further described herein, that is situated in Garden City, Finney County, Kansas, lies along the south side of East Mary Street at its intersection with Buffalo Way Boulevard, and is to be developed with a building of approximately 8,575 square feet to be used as a community church.

B. The development of the Property will be served by a new access that connects to East Mary Street as a new south approach to the signalized intersection of East Mary Street and Buffalo Way Boulevard, and the addition of that approach requires modifications to the traffic signal, pavement, curb and gutter, curb ramps, sidewalk, and pavement markings at the intersection.

C. Due to the nature of the modifications required to the traffic signal, which is owned, operated, and maintained by CITY, portions of the work will be performed by CITY at the expense of DEVELOPER, and the remainder of the work will be performed by DEVELOPER, by and through its contractors, at its own expense, all as further set forth herein.

D. CITY has provided DEVELOPER with an estimate of the cost of the work to be performed by CITY, and DEVELOPER has accepted such estimate and has agreed to pay such cost to CITY up front, prior to the commencement of such work and subject to the true-up provisions set forth herein.

E. DEVELOPER has agreed to dedicate or convey to CITY, at no cost to CITY, the additional public right-of-way necessary to encompass the public improvements, public sidewalk, and crosswalk at the intersection.

F. CITY desires for this work to be governed by and comply with the Code of Ordinances of the City of Garden City, Kansas and any regulations, rules, policies, and specifications of CITY.

G. CITY and DEVELOPER acknowledge that the improvement of the intersection pursuant to this Agreement will be a benefit to DEVELOPER, the Property, CITY, and the general public.

H. The Parties desire to enter into this Agreement to define and express all of their respective rights, commitments, undertakings, and other obligations with respect to the improvement of the intersection, as further set forth herein.

**NOW, THEREFORE,** in consideration of the foregoing recitals and in consideration of the mutual promises, covenants, and payments hereinafter set out, the Parties agree as follows:

**1. PROPERTY.** The real property subject to this Agreement is situated in Garden City, Finney County, Kansas, is commonly known and numbered as 2602 East Mary Street, Garden City, Kansas 67846, lies along the south side of East Mary Street at the intersection of East Mary Street and Buffalo Way Boulevard, and is more particularly described as Lot One (1), Block One (1), of the Faith Community Addition to Garden City, Finney County, Kansas, according to the recorded plat thereof ("Property").

**2. PROJECT.** The subject matter of this Agreement shall be the improvement of the intersection of East Mary Street and Buffalo Way Boulevard to accommodate a new south approach to the intersection that provides access to the Property, which improvement has been reviewed by CITY under

Site Plan Review Project No. SPGC26-32 and shall generally consist of the modification of the existing traffic signal to serve the new approach, the construction of new pavement, curb and gutter, curb ramps, and sidewalk, the installation of pedestrian signal equipment, and the installation and revision of pavement markings, including the addition of a left turn lane on the east (westbound) approach ("Project"). The Project does not include the construction of the church building or any other improvement upon the Property, which shall be governed by the site plan review process and the City Code (as defined below) as further provided in Paragraph 4, Scope Exclusions, herein.

**3. PLANS; INFRASTRUCTURE IMPROVEMENTS.** The Project shall be constructed in accordance with the Plans and shall consist of the City Signal Work and the Developer-Constructed Public Improvements, each as defined in this paragraph.

**a. PLANS.** The term "Plans" shall mean the plans, drawings, specifications, and related documents for the Project that have been or are hereafter approved by the City Engineer of CITY ("City Engineer") pursuant to the site plan review process of Section 1.090 of the Zoning Regulations of the City of Garden City, Kansas ("Zoning Regulations") under Site Plan Review Project No. SPGC26-32, including any subsequent revision thereto that is approved in writing by the City Engineer. The sheets of the Plans that depict the Project are attached hereto as **Exhibit A** for purposes of identification, and the Plans, in their entirety, are hereby incorporated by reference as if fully set forth herein. All work under this Agreement shall be performed as shown on the Plans. In the event of any conflict between the general description of any work in this Agreement and the Plans, the Plans shall control as to the location and detail of the work, this Agreement shall control as to the allocation of responsibility and cost between the Parties, and nothing in the Plans shall be construed to limit any work required by the Development & Design Standards. DEVELOPER shall not make, or permit to be made, any material change to the Plans without the prior written approval of the City Engineer.

**b. CITY SIGNAL WORK.** CITY shall perform the following work, which is collectively referred to herein as the "City Signal Work", by and through its employees, its contractors, or any combination thereof, at the expense of DEVELOPER, and all as shown on the Plans: (i) the installation of a signal mast arm on the northeast corner of the intersection for northbound traffic, which mast arm is already in the possession of CITY and for which no material cost shall be charged to DEVELOPER; (ii) the procurement and installation of new signal heads to accommodate the additional intersection movements shown on the Plans, including both the addition of signal heads and the replacement of existing signal heads that are no longer appropriate for the revised configuration of the intersection; (iii) the procurement and installation of new signs on the signal mast arms, including, but not limited to, turn lane restriction signs and street name signs, which signs may also be ground mounted where appropriate as determined by the City Engineer; (iv) the installation of signal detection equipment and a conflict monitor for the northbound approach, using equipment in the inventory of CITY to the extent available, for which no material cost shall be charged to DEVELOPER, and the procurement of any such equipment not so available; (v) the procurement and installation of all wiring necessary for the foregoing; (vi) the programming of the traffic signal controller for the revised movements and phasing, whether performed by CITY or by a contractor of CITY; and (vii) all other incidental and appurtenant work required to complete the foregoing.

**c. DEVELOPER-CONSTRUCTED PUBLIC IMPROVEMENTS.** DEVELOPER shall perform all other work necessary to complete the Project, which is collectively referred to herein as the "Developer-Constructed Public Improvements", by and through one or more qualified contractors, at the sole cost of DEVELOPER, and in accordance with the Plans and the Development & Design Standards, including, but not limited to: (i) the construction of new

pavement, curb and gutter, curb ramps, and sidewalk; (ii) the procurement and installation of new pedestrian signal heads for the south approach; (iii) the procurement and installation of new pedestrian pushbuttons, poles, and signs for the southeast and southwest corners of the intersection; (iv) the installation of all wiring for the improvements described in items (ii) and (iii) of this subparagraph to the traffic signal controller; (v) the installation of new pavement markings on the south approach; (vi) the removal of the existing lane use arrow markings on the north (southbound) approach and the installation of new markings for the revised movements; (vii) the addition of a left turn lane on the east (westbound) approach, including the installation of new markings and the removal of conflicting markings; (viii) temporary traffic control for all work within the public right-of-way; (ix) the maintenance of the East Mary Street pedestrian crossing during construction; and (x) all other incidental and appurtenant work required to complete the foregoing.

**d. INFRASTRUCTURE IMPROVEMENTS.** The City Signal Work and the Developer-Constructed Public Improvements are collectively referred to herein as the "Infrastructure Improvements". For the purposes of this Agreement, the term "Project" shall include any Infrastructure Improvements.

**4. SCOPE EXCLUSIONS.** Nothing in this Agreement is intended to, nor shall be construed to, constitute a permit or an approval of, or an authorization for, the construction of any building or other improvement upon the Property or any improvement or development activity that is not specifically designated as Infrastructure Improvements herein, nor shall anything in this Agreement be construed to in any way limit, bar, or waive any right, authority, or ability of CITY to enforce, or to require DEVELOPER to comply with, any provision of the Code of Ordinances of the City of Garden City, Kansas ("City Code"), the Zoning Regulations, the Subdivision Regulations of the City of Garden City, Kansas, and amendments thereto ("Subdivision Regulations"), subject to Paragraph 22, Application of Subdivision Regulations, herein, or any other applicable ordinance, law, or regulation, including, but not limited to, any permit, inspection, or approval requirement applicable to the Property or to any improvement thereon. Without limiting the foregoing, CITY may require DEVELOPER to construct other improvements upon or adjacent to the Property as part of the site plan review process of Section 1.090 of the Zoning Regulations or any traffic impact study required by CITY, and any such improvements shall not be construed as being within the scope of the Infrastructure Improvements or this Agreement unless the Plans and this Agreement are amended to include the same.

**5. RESPONSIBILITIES OF CITY.** CITY shall perform the City Signal Work as set forth in this paragraph.

**a. PERFORMANCE.** Following receipt of the Up-Front Payment pursuant to Paragraph 11, City Signal Work Cost; Up-Front Payment, herein, CITY shall order the materials for, and shall commence and diligently pursue to completion, the City Signal Work, subject to Paragraph 7, Interdependence; Coordination; Work on Traffic Signal System, herein and subject to the availability of materials, equipment, and personnel and subject to weather, emergencies, and the other operational requirements of CITY.

**b. SIGNAL WORK REQUIRED FOR CONSTRUCTION ACCESS.** The Parties acknowledge that the following portions of the City Signal Work must be completed before the intersection may be used for construction access to the Property, which are to be collectively referred to herein as "Construction Access Signal Work": (i) the installation of the mast arm and the signal heads for northbound traffic; and (ii) the replacement of the southbound signal heads to allow for through traffic and proper phasing. DEVELOPER shall provide the City Engineer with not less than thirty (30) days' written notice of the date on which DEVELOPER anticipates requiring construction access to the Property. CITY shall make reasonable efforts to complete the Construction Access Signal Work before

DEVELOPER requires construction access to the Property; provided, however, that CITY does not guarantee the completion of the Construction Access Signal Work or any other portion of the City Signal Work by any particular date, and no delay in the completion of the City Signal Work shall constitute a breach or default by CITY or entitle DEVELOPER to any damages, refund, offset, or credit.

**c.** **PROHIBITION ON CONSTRUCTION ACCESS THROUGH INTERSECTION.** DEVELOPER shall not use, and shall not permit any contractor, subcontractor, supplier, or agent to use, the intersection of East Mary Street and Buffalo Way Boulevard or the new south approach for construction access to the Property until the City Engineer has confirmed in writing that the Construction Access Signal Work is complete and in operation. Until that time, any construction access to the Property shall be by means of the Temporary Construction Access pursuant to Paragraph 8, Temporary Construction Access, herein.

**d.** **MODIFICATION.** Notwithstanding the incorporation of the Plans and the City Estimate (as defined below), CITY may modify the design, materials, methods, and construction details of the City Signal Work, provided that any such modification is consistent with the general purpose of the Project and the operation of the intersection as shown on the Plans ("Modification"). CITY shall provide written notice of any material Modification to DEVELOPER. In the event a Modification will increase the cost of the City Signal Work, such Modification shall require the written agreement of the City Engineer and the person executing this Agreement on behalf of DEVELOPER, or such other representative as DEVELOPER may designate in writing, which agreement shall not be unreasonably withheld, conditioned, or delayed, and in the event DEVELOPER does not deliver a written response within ten (10) business days after receipt of written notice of any such Modification, DEVELOPER shall be deemed to have agreed to the same. Notwithstanding the foregoing, CITY may implement any Modification without the prior agreement of DEVELOPER to the extent CITY determines the same is necessary to address an emergency, a safety hazard, an unforeseen field condition, or a requirement of any applicable ordinance, law, regulation, or standard, including, but not limited to, the MUTCD (as defined below), in which event CITY shall provide written notice of such Modification to DEVELOPER as soon as reasonably practicable thereafter. The cost of any Modification, whether an increase or a decrease, shall be included in the determination of the Actual City Work Cost pursuant to Paragraph 12, True-Up, herein. No Modification shall constitute a breach or default by CITY, and, notwithstanding the Modifications subparagraph of Paragraph 34, General Covenants, herein, no Modification shall require an amendment of this Agreement.

**6.** **RESPONSIBILITIES OF DEVELOPER.** DEVELOPER shall perform the Developer-Constructed Public Improvements as set forth in this paragraph.

**a.** **PERFORMANCE.** DEVELOPER shall construct, or cause to be constructed, the Developer-Constructed Public Improvements at its sole cost and in accordance with the Plans, the Development & Design Standards (as defined below), and the terms and conditions of this Agreement, and shall commence and complete the Developer-Constructed Public Improvements in accordance with Paragraph 17, Commencement of Construction, herein and Paragraph 18, Completion Schedule, herein.

**b.** **MATERIALS.** All materials incorporated into the pedestrian signal heads, pedestrian pushbuttons, poles, signs, wiring, and any other signal-related component of the Developer-Constructed Public Improvements shall be prequalified by the Kansas Department of Transportation ("KDOT"), and DEVELOPER shall submit product data for all such materials to the City Engineer for review prior to ordering the same. No such material shall be ordered or installed until the City Engineer has completed such review.

Any such review shall be subject to Paragraph 14, Responsibility for the Adequacy of Design, herein and shall not constitute a representation or warranty by CITY concerning the suitability of any material.

**c. EXISTING WIRING INFORMATION.** DEVELOPER acknowledges and agrees that any information provided by CITY regarding the existing wiring of the traffic signal is based upon the best information available to CITY and is provided in good faith, but is not guaranteed by CITY. DEVELOPER shall verify all field conditions and shall bear any additional cost or delay resulting from any difference between any such information and the actual conditions encountered.

**d. PAVEMENT MARKINGS.** All pavement markings installed as part of the Developer-Constructed Public Improvements shall be multi-component pavement markings and shall be installed by a pavement marking contractor that is qualified by KDOT.

**e. TEMPORARY TRAFFIC CONTROL.** DEVELOPER shall provide temporary traffic control for all work within the public right-of-way in accordance with the Plans and the *Manual on Uniform Traffic Control Devices* of the Federal Highway Administration, as adopted and applied in the State of Kansas ("MUTCD"), and shall guard all excavations and obstructions in accordance with Section 78-45 of the City Code. DEVELOPER shall not close East Mary Street, Buffalo Way Boulevard, or the intersection to through traffic, or close any lane thereof, except as shown on the Plans or as otherwise approved in advance by the City Engineer.

**f. PEDESTRIAN CROSSING.** DEVELOPER shall maintain the East Mary Street pedestrian crossing at the intersection during construction as detailed in the Plans, and shall provide an accessible pedestrian route around any work within the public right-of-way at all times.

**g. PERMITS AND FEES.** DEVELOPER shall obtain, or shall cause its contractors to obtain, every permit required by the City Code for the Developer-Constructed Public Improvements, including, but not limited to, the excavation permit required by Section 78-42 of the City Code, the sidewalk and driveway permit required by Section 78-76 of the City Code, and the permit required by Section 78-101 of the City Code, and shall pay all fees therefor in the amounts prescribed by the master fee schedule of CITY. Nothing in this Agreement shall be construed to waive any fee, charge, or bond required by the City Code in relation to any such permit. The Parties acknowledge that, pursuant to Section 78-42 of the City Code, no excavation permit is required for the City Signal Work.

**7. INTERDEPENDENCE; COORDINATION; WORK ON TRAFFIC SIGNAL SYSTEM.** The Parties acknowledge and agree that the City Signal Work and the Developer-Constructed Public Improvements are mutually dependent and must be coordinated and sequenced in order to complete the Project, as further set forth in this paragraph.

**a. INTERDEPENDENCE.** The performance by DEVELOPER of its obligations under this Agreement, including, but not limited to, the timely payment of the Up-Front Payment, the timely construction of those portions of the Developer-Constructed Public Improvements upon which any portion of the City Signal Work depends, and the coordination required by this paragraph, is a condition of the obligations of CITY under Paragraph 5, Responsibilities of City, herein. In the event DEVELOPER fails to timely perform any such obligation or to coordinate as required, CITY may, upon written notice to DEVELOPER, suspend or decline to commence or continue any portion of the City Signal Work until such failure is cured, and no such suspension or declination shall constitute a breach or default by CITY or entitle DEVELOPER to any refund, offset, or credit. DEVELOPER shall be responsible for any additional cost or delay caused by any such failure, and any

such additional cost incurred by CITY shall be included in the determination of the Actual City Work Cost pursuant to Paragraph 12, True-Up, herein.

**b. CONNECTIONS TO CONTROLLER.** No contractor, subcontractor, or agent of DEVELOPER shall open the traffic signal controller cabinet, alter any signal timing or phasing, place the traffic signal on flash or dark operation, or make any connection to the traffic signal controller or to any existing wiring of the traffic signal, except at a time scheduled with, and in the presence of or as otherwise authorized in writing by, thePublic Works Department Traffic Foreman of CITY ("Traffic Foreman"). CITY may require that any final termination or connection within the controller cabinet be made by personnel of CITY, in which event the cost thereof shall be included in the determination of the Actual City Work Cost pursuant to Paragraph 12, True-Up, herein. DEVELOPER shall give the Traffic Foreman not less than two (2) business days' written notice of any work requiring the presence of CITY personnel pursuant to this subparagraph.

**c. ACTIVATION.** The signal phases serving the new south approach shall be placed in operation only by CITY and only after: (i) the City Signal Work has been completed; (ii) the signal-related components of the Developer-Constructed Public Improvements have been completed and have passed all inspections and testing required by Paragraph 19, Inspections and Testing, herein; and (iii) the pavement, curb and gutter, curb ramps, and pavement markings necessary for the safe operation of the new approach have been completed as determined by the City Engineer. Any activation of the signal phases serving the new south approach prior to acceptance of the Developer-Constructed Public Improvements pursuant to Paragraph 20, Acceptance of Construction; Ownership, herein shall not constitute such acceptance.

**8. TEMPORARY CONSTRUCTION ACCESS.** In the event DEVELOPER requires construction access to the Property before the Construction Access Signal Work is complete and in operation, such access shall be made at a location along East Mary Street that is at least one hundred seventy-five feet (175′) east of the new south approach, as shown on the Plans, and shall be restricted to right-in and right-out movements only, but in no event shall such access be located within the vehicle non-access easement shown on the recorded plat of the Faith Community Addition ("Temporary Construction Access"). DEVELOPER shall remove and replace the curb and gutter for the Temporary Construction Access at its sole cost, shall obtain the permits required by subparagraph (g) of Paragraph 6, Responsibilities of Developer, herein for the same, and shall provide temporary traffic control for the same in accordance with subparagraph (e) of Paragraph 6, Responsibilities of Developer, herein. The Temporary Construction Access is a temporary construction entrance only, shall not be used for any purpose other than construction access to the Property, and shall not constitute an approved access point to the Property for any other purpose. DEVELOPER shall close the Temporary Construction Access and shall restore the curb and gutter, sidewalk, and public right-of-way at the location thereof in accordance with the Plans and the Development & Design Standards upon the earlier of: (a) the date on which the City Engineer confirms in writing that the Construction Access Signal Work is complete and in operation and the new south approach is available for construction access; or (b) the date directed by the City Engineer, and in any event prior to acceptance of the Developer-Constructed Public Improvements pursuant to Paragraph 20, Acceptance of Construction; Ownership, herein.

**9. INTERFERENCE WITH TRAFFIC; ACCESS TO ADJACENT PROPERTIES.** DEVELOPER shall not, without the prior written permission of the City Engineer, perform, or have performed on its behalf, any work in relation to the Project that, in the reasonable discretion of the City Engineer, prevents, disturbs, or limits access by motorized vehicles from East Mary Street or Buffalo Way Boulevard to any real property abutting the intersection, including, but not limited to, the real property of Unified School District No. 457 ("USD 457") located at 2720 Buffalo Way Boulevard, Garden City, Kansas 67846, except to the extent shown on the traffic control plan included in the Plans. The City Engineer may, after consultation

with USD 457 and DEVELOPER, restrict the days and hours during which work within the public right-of-way may be performed in order to protect pedestrian and vehicular access to the USD 457 property during school arrival and dismissal, provided that any such restriction shall be reasonable, shall be consistent with the diligent completion of the Developer-Constructed Public Improvements, and, to the extent any such restriction materially delays the Developer-Constructed Public Improvements, shall extend the Completion Date (as defined below) by the period of such delay. DEVELOPER shall ensure that each of its contractors, subcontractors, and agents complies with any such restriction. In the event CITY authorizes DEVELOPER to prevent, disturb, or limit any such access, DEVELOPER shall use commercially reasonable efforts to restore such access when reasonably practicable. Failure of DEVELOPER to comply with any provision of this paragraph shall constitute a breach of this Agreement and, in addition to any other remedies, shall authorize CITY to issue a stop work order pursuant to Paragraph 29, Default; Stop Work; Remedies, herein.

**10. RIGHT-OF-WAY DEDICATION; ACCESS TO PROPERTY.** DEVELOPER shall dedicate or otherwise convey the Additional Right-of-Way (as defined below) to CITY and shall provide CITY with access to the Property as set forth in this paragraph.

**a. DEDICATION.** DEVELOPER shall dedicate or otherwise convey to CITY, at no cost to CITY, the additional public right-of-way necessary to encompass the public improvements, public sidewalk, and crosswalk at the intersection, in the location and of the dimensions shown on the Plans or as otherwise determined by the City Engineer ("Additional Right-of-Way"). The Additional Right-of-Way shall be dedicated or otherwise conveyed by means of a deed, replat, or other recordable instrument in such form as approved by the City Attorney of CITY, subject to any applicable Subdivision Regulations ("Dedication Instrument"). DEVELOPER shall cause the Additional Right-of-Way to be conveyed free and clear of all liens and encumbrances that would interfere with its use as public right-of-way, including, but not limited to, the subordination or partial release of any mortgage or other lien of record as to the Additional Right-of-Way.

**b. DELIVERY; RECORDING.** DEVELOPER shall execute and deliver the Dedication Instrument to CITY, or, in the case of a replat, shall submit the same for review pursuant to the Subdivision Regulations, prior to the commencement of construction of the Developer-Constructed Public Improvements and, in any event, prior to acceptance of the Developer-Constructed Public Improvements pursuant to Paragraph 20, Acceptance of Construction; Ownership, herein. CITY shall record the Dedication Instrument, or, in the case of a replat, DEVELOPER shall cause the same to be prepared and filed for review and approval pursuant to the Subdivision Regulations. The Additional Right-of-Way shall be subject to the ownership, jurisdiction, and control of CITY as public right-of-way upon the recording of the Dedication Instrument.

**c. CONSIDERATION.** DEVELOPER acknowledges and agrees that the improvement of the intersection and the mutual covenants of the Parties under this Agreement constitute good, valuable, and sufficient consideration for the dedication of the Additional Right-of-Way, the receipt and sufficiency of which DEVELOPER hereby acknowledges, and that the conveyance of the Additional Right-of-Way is a benefit to DEVELOPER, the Property, and the general public. DEVELOPER shall not be entitled to any payment, credit, offset, reduction, or other compensation on account of the dedication of the Additional Right-of-Way, and neither the Estimated City Work Cost nor the Actual City Work Cost shall be reduced thereby. DEVELOPER hereby waives any claim to compensation for the value, if any, of the Additional Right-of-Way.

**d. RIGHT OF ENTRY.** Until the Dedication Instrument has been recorded, and in addition to any right of CITY within the existing public right-of-way, DEVELOPER hereby grants to CITY and any of its employees, officers, agents, contractors, subcontractors, and

consultants an immediate and irrevocable right of entry and temporary license to enter, occupy, and use the Property at all reasonable times during the construction of the Project for all purposes related or incidental to the surveying, staking, construction, installation, inspection, and testing of the Infrastructure Improvements, including, but not limited to, the transportation, staging, operation, and storage of equipment, machinery, vehicles, and construction materials. DEVELOPER shall not, and shall not permit any other person to, disturb, disrupt, impede, or obstruct any such access or use by CITY.

**11. CITY SIGNAL WORK COST; UP-FRONT PAYMENT.** DEVELOPER shall pay the cost of the City Signal Work to CITY as set forth in this paragraph.

**a. ESTIMATED CITY WORK COST.** The total cost of the City Signal Work is estimated to be **Twenty-One Thousand Three Hundred Eighty-Two Dollars ($21,382.00)** ("Estimated City Work Cost"), as more particularly set forth in the estimate prepared by CITY that is attached hereto as **Exhibit B** and is hereby incorporated by reference as if fully set forth herein ("City Estimate"), which sets forth the estimated materials, labor, equipment, and miscellaneous costs for the City Signal Work. DEVELOPER acknowledges and agrees that the Estimated City Work Cost is an estimate only and that the amount payable by DEVELOPER for the City Signal Work shall be the Actual City Work Cost as determined pursuant to Paragraph 12, True-Up, herein.

**b. UP-FRONT PAYMENT.** DEVELOPER shall pay the Estimated City Work Cost to CITY, in full and in advance, within thirty (30) days after the Effective Date of this Agreement and, in any event, prior to the issuance of a building permit for the construction of the church building upon the Property ("Up-Front Payment"). DEVELOPER acknowledges and agrees that payment of the entire Estimated City Work Cost up front is a material term of this Agreement and is an express condition precedent to any obligation of CITY to order materials for or to commence the City Signal Work, and that the obligation of CITY to make reasonable efforts to complete the Construction Access Signal Work pursuant to subparagraph (b) of Paragraph 5, Responsibilities of City, herein shall not arise until the Up-Front Payment has been received by CITY. The Up-Front Payment shall not be refundable, except as expressly provided in Paragraph 12, True-Up, herein and Paragraph 28, Term and Termination, herein.

**c. NO CREDIT.** DEVELOPER acknowledges and agrees that the City Signal Work consists of public improvements that are necessitated by the development of the Property, that the Up-Front Payment and any amount payable pursuant to Paragraph 12, True-Up, herein are contributions by DEVELOPER toward the cost of such public improvements, and that DEVELOPER shall not be entitled to any credit, offset, reimbursement, or refund of any such amount against any tap fee, connection fee, permit fee, special assessment, or other fee, charge, or assessment of CITY, except as expressly provided in this Agreement.

**12. TRUE-UP.** Upon completion of the City Signal Work, CITY shall determine the actual total cost of the City Signal Work ("Actual City Work Cost"). The Actual City Work Cost shall include: (a) all actual materials, labor, equipment, and miscellaneous costs of the City Signal Work, including, but not limited to, any amount paid by CITY to any contractor of CITY; (b) the cost of any Modification pursuant to subparagraph (d) of Paragraph 5, Responsibilities of City, herein; (c) any additional cost incurred by CITY as a result of any failure of DEVELOPER to timely perform any obligation or to coordinate as required pursuant to Paragraph 7, Interdependence; Coordination; Work on Traffic Signal System, herein; (d) the cost of any termination or connection work performed by personnel of CITY pursuant to subparagraph (b) of Paragraph 7, Interdependence; Coordination; Work on Traffic Signal System, herein; and (e) any other cost incurred by CITY that this Agreement expressly provides shall be borne by, or be the responsibility of, DEVELOPER in relation to the City Signal Work. For purposes of item (a) of this

paragraph, materials furnished by CITY from its own inventory shall be charged at the inventory cost of CITY, except as otherwise provided in subparagraph (b) of Paragraph 3, Plans; Infrastructure Improvements, herein, and labor and equipment furnished by CITY shall be charged at the hourly rates of CITY in effect at the time the work is performed, which as of the Effective Date are the rates reflected in the City Estimate. Notwithstanding the foregoing, the Actual City Work Cost shall not include any amount payable by DEVELOPER pursuant to Paragraph 32, Indemnification of Third-Party Claims, herein or pursuant to the Attorney Fees subparagraph of Paragraph 34, General Covenants, herein, each of which shall be separately payable by DEVELOPER in accordance with the applicable paragraph. In the event the Actual City Work Cost is less than the Estimated City Work Cost, CITY shall refund the difference to DEVELOPER within sixty (60) days after completion of the City Signal Work. In the event the Actual City Work Cost is greater than the Estimated City Work Cost, DEVELOPER shall pay the difference to CITY within thirty (30) days after receipt of an invoice from CITY for the same. Upon written request of DEVELOPER, CITY shall provide DEVELOPER with reasonable documentation supporting the determination of the Actual City Work Cost.

**13. COSTS OF DEVELOPER-CONSTRUCTED PUBLIC IMPROVEMENTS.** DEVELOPER shall be responsible for the payment of all costs of the Developer-Constructed Public Improvements, including, but not limited to, all costs of design, construction, materials, inspection, testing, surveying, temporary traffic control, the Temporary Construction Access, utility location and protection, restoration of the public right-of-way, the Additional Right-of-Way, permits, bonds, and insurance, together with any costs associated with delays as provided for in this Agreement and any costs related to any errors or omissions contained in any of the Plans submitted by DEVELOPER or its design professional. Except for the material cost of the mast arm and of any signal detection equipment and conflict monitor furnished from the inventory of CITY, as described in items (i) and (iv) of subparagraph (b) of Paragraph 3, Plans; Infrastructure Improvements, herein, and except for the time of its own employees in reviewing the Plans and in inspecting and testing the Infrastructure Improvements, no cost of the Project shall be borne by CITY.

**14. RESPONSIBILITY FOR THE ADEQUACY OF DESIGN.** Any review performed by the City Engineer or CITY, including any of its employees, consultants, or agents, of any of the Plans or any material submittal provided by DEVELOPER or its design professional is not intended to be and shall not be construed as CITY or the City Engineer undertaking, or otherwise assuming, any duty of DEVELOPER or its design professional to provide adequate and accurate Plans or to ensure that any such Plans or materials conform with all applicable ordinances, laws, and regulations or with any design criteria established thereby or by this Agreement. The City Engineer and CITY, and any of its employees, consultants, and agents, make no representation, express warranty, or implied warranty to any person or entity concerning the adequacy or accuracy of any such Plans or materials or any other work performed by DEVELOPER or its design professional. In the event that the City Engineer or CITY, or any of its employees, consultants, or agents, reviews or approves any such Plan or material that does not conform with any applicable ordinances, laws, and regulations or does not conform with any design criteria established thereby or by this Agreement, any such review or approval shall not constitute a waiver by the City Engineer or CITY of any such requirement, unless expressly waived in writing by CITY. Nothing in this Agreement shall limit any immunity or rights of CITY under the Kansas Tort Claims Act. The provisions of this paragraph shall survive any termination or expiration of this Agreement.

**15. CONSTRUCTION COMPLIANCE.** The Infrastructure Improvements shall be constructed in conformity with, and DEVELOPER shall perform all other work and activities related to the Project in conformity with, each of the following, which shall be collectively referred to herein as the “Development & Design Standards”:

**a.** The Plans;

**b.** The *General Improvements Handbook* of CITY, as adopted by reference in Section 78-43 of the City Code and as the same is in effect as of the Effective Date ("General Improvements Handbook");

**c.** Any applicable provisions of the City Code, including, but not limited to, Chapter 78, Article II (excavations) and Article III (sidewalks and driveways) thereof, Chapter 38, Article VI (erosion and sediment control) and Article VII (post-construction stormwater) thereof, and Sections 62-21 through 62-25 (noise), including, but not limited to, the construction noise provisions of Section 62-23(b)(2), and any applicable provisions of any other ordinance, law, regulation, rule, or policy of any local, state, or federal government, or agency thereof, as the same is in effect as of the Effective Date, unless application of the current version is required by law ("Legal Authority");

**d.** The MUTCD, as the same is in effect as of the Effective Date, unless application of the current version is required by law;

**e.** The *Standard Specifications for State Road and Bridge Construction* of KDOT and the prequalified materials lists of KDOT, as the same are in effect as of the Effective Date, to the extent applicable to the materials and pavement markings required by subparagraphs (b) and (d) of Paragraph 6, Responsibilities of Developer, herein;

**f.** The *Public Rights-of-Way Accessibility Guidelines (PROWAG)* of the United States Access Board and the accessibility requirements of the Americans with Disabilities Act, as the same are in effect as of the Effective Date, unless application of the current version is required by law, as to all curb ramps, sidewalks, pedestrian pushbuttons, and other pedestrian facilities;

**g.** Any specifications designated in writing by the City Engineer for the Infrastructure Improvements, including, but not limited to, any specifications set forth in the Plans as approved; and

**h.** Any standard engineering practices.

**16. CONSTRUCTION MANAGEMENT; CONTRACTORS.** The construction of the City Signal Work shall be managed by CITY, whether performed by employees of CITY or by any contractor of CITY. The construction of the Developer-Constructed Public Improvements shall be managed by DEVELOPER, acting by and through one or more contractors that are qualified to perform the applicable work and licensed as required by the City Code, subject to the terms and conditions of this Agreement. DEVELOPER shall be responsible to CITY for the performance of, and shall cause compliance with this Agreement by, each contractor, subcontractor, design professional, and agent performing any part of the Developer-Constructed Public Improvements, and no act or omission of any of them shall relieve DEVELOPER of any obligation under this Agreement. Upon request by CITY, DEVELOPER shall allow CITY and any of its employees, contractors, and agents to inspect all engineering, construction, and other contracts and documents pertaining to the construction of the Developer-Constructed Public Improvements as CITY determines is reasonable and necessary to verify the compliance of DEVELOPER with the terms of this Agreement.

**17. COMMENCEMENT OF CONSTRUCTION.** No construction of the Developer-Constructed Public Improvements, and no work by or on behalf of DEVELOPER within the public right-of-way, shall commence until: (a) the Plans have been approved by the City Engineer pursuant to subparagraph (a) of Paragraph 3, Plans; Infrastructure Improvements, herein; (b) the Dedication Instrument for the Additional Right-of-Way has been executed and delivered, or, in the case of a replat, submitted for review, pursuant to Paragraph 10, Right-of-Way Dedication; Access to Property, herein; (c) DEVELOPER has provided and CITY has accepted a performance bond pursuant to Paragraph 23,

Performance Bond, herein, unless waived pursuant to that paragraph; (d) the certificates of insurance required by Paragraph 25, Insurance, herein have been delivered; (e) the permits required by subparagraph (g) of Paragraph 6, Responsibilities of Developer, herein have been issued; (f) the City Engineer has completed the review of material submittals required by subparagraph (b) of Paragraph 6, Responsibilities of Developer, herein for any signal-related material to be installed; and (g) DEVELOPER has complied with the provisions of subparagraph (a) of Paragraph 26, Erosion Control, herein. No portion of the City Signal Work shall commence until CITY has received the Up-Front Payment in full pursuant to Paragraph 11, City Signal Work Cost; Up-Front Payment, herein. Nothing in this paragraph shall prohibit the construction of the Temporary Construction Access upon the satisfaction of the conditions set forth in items (d) and (e) of this paragraph.

**18. COMPLETION SCHEDULE.** DEVELOPER shall cause the Developer-Constructed Public Improvements to be constructed to full completion and ready for acceptance pursuant to Paragraph 20, Acceptance of Construction; Ownership, herein on or before the date that is one (1) year after the Effective Date ("Completion Date"). The City Engineer may extend the Completion Date, in writing and for good cause shown, for one or more periods not exceeding one hundred eighty (180) days in the aggregate, and any further extension shall require the written approval of the Governing Body of CITY. The Completion Date shall also be extended for any period of delay caused by Force Majeure pursuant to Paragraph 30, Force Majeure, herein. The failure of DEVELOPER to complete the Developer-Constructed Public Improvements by the Completion Date, as extended, after construction thereof has commenced, shall constitute a default pursuant to Paragraph 29, Default; Stop Work; Remedies, herein. The failure to commence construction of the Developer-Constructed Public Improvements on or before the Completion Date, including any extension thereof, shall not constitute a default, and the sole remedy therefor shall be termination pursuant to Paragraph 28, Term and Termination, herein.

**19. INSPECTIONS AND TESTING.** The Developer-Constructed Public Improvements shall be subject to and shall pass all inspections and testing required by the City Engineer and the Public Utilities Infrastructure Inspector of CITY in accordance with the Development & Design Standards. DEVELOPER shall give the City Engineer at least two (2) business days' written notice prior to: (a) commencing any work within the public right-of-way; (b) placing any base, pavement, or concrete for the Developer-Constructed Public Improvements; (c) backfilling or otherwise covering any conduit, wiring, or other portion of the Developer-Constructed Public Improvements that will not be visible upon completion; and (d) the final inspection of the Developer-Constructed Public Improvements. Any portion of the Developer-Constructed Public Improvements that is covered without such notice and inspection shall be uncovered for inspection at the cost of DEVELOPER if so required by the City Engineer. In the event the City Engineer determines that any work does not comply with the Plans or the Development & Design Standards, CITY may issue a stop work order pursuant to Paragraph 29, Default; Stop Work; Remedies, herein. The Temporary Construction Access and any improvement upon the Property shall be subject to the permits and inspections required by the City Code, and nothing in this paragraph shall limit the same.

**20. ACCEPTANCE OF CONSTRUCTION; OWNERSHIP.** The Infrastructure Improvements shall be accepted by and owned by CITY as set forth in this paragraph.

**a. DEVELOPER-CONSTRUCTED PUBLIC IMPROVEMENTS.** The Director of Public Works & Utilities of CITY ("Director of PWU"), the Director of the Neighborhood & Development Services Department of CITY ("Director of NDS"), and the City Engineer shall accept the Developer-Constructed Public Improvements for purposes of title and maintenance after the occurrence of each of the following events: (i) the Developer-Constructed Public Improvements have been constructed to full completion and in compliance with the Plans and the Development & Design Standards, as determined in the sole discretion of the City Engineer; (ii) the Developer-Constructed Public Improvements have passed all inspections and testing required by CITY pursuant to Paragraph 19, Inspections and Testing, herein; (iii) the Temporary Construction Access, if any, has been closed and the

public right-of-way has been restored pursuant to Paragraph 8, Temporary Construction Access, herein; (iv) DEVELOPER has delivered to CITY record drawings of the Developer-Constructed Public Improvements, together with a digital file in a format acceptable to the City Engineer, consistent with Section 70-2:7.130.F of the Subdivision Regulations; (v) the Dedication Instrument for the Additional Right-of-Way has been recorded pursuant to Paragraph 10, Right-of-Way Dedication; Access to Property, herein; and (vi) DEVELOPER has provided and CITY has accepted a maintenance bond pursuant to Paragraph 24, Maintenance Bond, herein, unless the same has been waived pursuant to that paragraph. No such acceptance shall be effective unless memorialized in a writing signed by the Director of PWU, the Director of NDS, and the City Engineer. The Governing Body of CITY, by its approval of this Agreement, hereby delegates to the Director of PWU, the Director of NDS, and the City Engineer its authority to accept the Developer-Constructed Public Improvements for purposes of title and maintenance, as provided in this paragraph, and no further action of the Governing Body shall be required for any such acceptance. DEVELOPER acknowledges and agrees that, upon such acceptance, all right, title, and interest in and to the Developer-Constructed Public Improvements shall vest in and be the property of CITY, free and clear of all liens, claims, and encumbrances, and that DEVELOPER shall have no right, title, or interest therein. CITY shall have no obligation or liability in relation to the Developer-Constructed Public Improvements prior to such acceptance.

**b. CITY SIGNAL WORK.** Notwithstanding the payment by DEVELOPER of the entire cost of the City Signal Work, all right, title, and interest in and to the City Signal Work, including, but not limited to, the mast arm, signal heads, signs, detection equipment, conflict monitor, and wiring, shall at all times be and remain that of CITY, as a part of the traffic signal system of CITY, and DEVELOPER shall have no right, title, or interest therein. No acceptance of the City Signal Work shall be required.

**c. OPERATION AND MAINTENANCE.** Following completion of the City Signal Work and acceptance of the Developer-Constructed Public Improvements pursuant to subparagraph (a) of this paragraph, CITY shall own, operate, maintain, repair, and replace the Infrastructure Improvements as part of the public streets, sidewalks, and traffic signal system of CITY, subject to any maintenance bond provided pursuant to Paragraph 24, Maintenance Bond, herein. CITY makes no representation or warranty concerning the level of service, capacity, delay, or any other measure of traffic operation at the intersection or the new south approach under any particular condition, and nothing in this Agreement shall limit the authority of CITY to modify the configuration, timing, phasing, or operation of the traffic signal or the intersection in the future.

**21. BUILDING PERMITS; CERTIFICATE OF OCCUPANCY.** In addition to all other applicable requirements, CITY shall have no obligation to issue a building permit for any building or other structure on the Property until: (i) this Agreement has been executed by both Parties; (ii) the Dedication Instrument has been executed and delivered to CITY or, in the case of a replat, submitted for review, pursuant to Paragraph 10, Right-of-Way Dedication; Access to Property, herein; and (iii) CITY has received the Up-Front Payment pursuant to Paragraph 11, City Signal Work Cost; Up-Front Payment, herein. CITY shall have no obligation to issue a certificate of occupancy for any building or other structure on the Property until: (a) the City Signal Work has been completed and the signal phases serving the new south approach have been placed in operation pursuant to subparagraph (c) of Paragraph 7, Interdependence; Coordination; Work on Traffic Signal System, herein; (b) the Developer-Constructed Public Improvements have been accepted pursuant to Paragraph 20, Acceptance of Construction; Ownership, herein; (c) any amount due from DEVELOPER pursuant to Paragraph 12, True-Up, herein has been paid; and (d) in relation to any other public improvements occurring on or in relation to the Property, i.e. those public improvements that are not specifically designated as Infrastructure Improvements herein,

each of the conditions set forth in Section 70-2:7.140.E of the Subdivision Regulations, to the extent applicable, has been satisfied. After DEVELOPER has completed the Developer-Constructed Public Improvements and has satisfied all other requirements for the issuance of a certificate of occupancy, CITY shall use reasonable efforts to complete any remaining portion of the City Signal Work so as not to unreasonably delay the issuance of a certificate of occupancy, subject to subparagraph (b) of Paragraph 5, Responsibilities of City, herein.

**22. APPLICATION OF SUBDIVISION REGULATIONS.** The Parties acknowledge and agree that the Infrastructure Improvements are required in connection with the site plan review of the Property under Section 1.090 of the Zoning Regulations and Site Plan Review Project No. SPGC26-32, and are not required as a condition of the approval of any plat or replat of the Property. Any replat of the Property used as the Dedication Instrument shall be subject to the Subdivision Regulations in all respects. Notwithstanding the application of the Subdivision Regulations to any such replat, no provision of the Subdivision Regulations shall apply to the Infrastructure Improvements unless this Agreement expressly incorporates that specific provision or expressly requires compliance with it. Any provision so incorporated or required shall apply solely as a term of this Agreement, and not by force of the Subdivision Regulations, and shall be subject to the other terms of this Agreement, including, but not limited to, any waiver provided herein. Accordingly, all guarantees, bonds, and other requirements applicable to the Infrastructure Improvements are imposed by, and shall be as set forth in, this Agreement. Nothing in this paragraph shall limit the application of the Subdivision Regulations to any other public improvements on or in relation to the Property, as provided in item (d) of Paragraph 21, Building Permits; Certificate of Occupancy, herein, or to any future plat, replat, lot split, or subdivision of the Property.

**23. PERFORMANCE BOND.** Prior to the commencement of construction of the Developer-Constructed Public Improvements, DEVELOPER shall, at its own cost, guarantee the completion of the Developer-Constructed Public Improvements, according to the Plans and the Development & Design Standards, by providing a corporate surety performance bond that: (a) names the City of Garden City, Kansas as the sole obligee; (b) names DEVELOPER as the principal; (c) does not name any contractor or subcontractor as the principal; (d) is issued by a firm, which is authorized to do business in Kansas and is listed as a certified company on the annual Circular 570 of the United States Department of Treasury; (e) covers the period of time until all Developer-Constructed Public Improvements have been constructed to full completion and in accordance with the Plans and the Development & Design Standards; and (f) has a face value in an amount determined by and approved by the City Engineer in accordance with Subsection B of Section 70-2:7.150 of the Subdivision Regulations. In addition thereto, any such bond shall be subject to or otherwise comply with Subsections C and D of Section 70-2:7.150, Controlling Terms and Conditions and Use of Bond Forms, respectively, of the Subdivision Regulations. Notwithstanding the foregoing, DEVELOPER may elect to provide a bond alternative pursuant to Section 70-2:7.170 of the Subdivision Regulations, but only upon the condition that any such bond alternative complies with each provision included or referenced by this paragraph. In addition, the requirement of a performance bond under this paragraph may be waived, in whole or in part, in writing: (a) by the City Manager or the Deputy City Manager of CITY, in the sole discretion of either, upon the written recommendation of the City Engineer and the Director of PWU, provided that the estimated cost of the Developer-Constructed Public Improvements, as determined by the City Engineer, is less than Fifty Thousand Dollars ($50,000.00); or (b) by the Governing Body of CITY, in its sole discretion, in any other case. No such waiver shall waive, limit, or otherwise affect any other requirement of this Agreement, including, but not limited to, the obligation of DEVELOPER to complete the Developer-Constructed Public Improvements in accordance with the Plans and the Development & Design Standards, the surety bond required for any excavation permit pursuant to Section 78-42 of the City Code, or any right or remedy of CITY under Paragraph 29, Default; Stop Work; Remedies, herein.

**24. MAINTENANCE BOND.** Prior to the acceptance of the Developer-Constructed Public Improvements pursuant to Paragraph 20, Acceptance of Construction; Ownership, herein, DEVELOPER shall, at its own cost, guarantee the quality of the Developer-Constructed Public Improvements by providing a corporate surety maintenance bond that: (a) names the City of Garden City, Kansas as the sole obligee; (b) names DEVELOPER as the principal; (c) does not name any contractor or subcontractor as the principal; (d) is issued by a firm, which is authorized to do business in Kansas and is listed as a certified company on the annual Circular 570 of the United States Department of Treasury; (e) provides for the repair, replacement, or both the repair and replacement of all defects in the Developer-Constructed Public Improvements due to faulty materials and workmanship that appear within a maintenance period of at least one (1) year from the date that the Director of PWU, the Director of NDS, and the City Engineer have accepted the Developer-Constructed Public Improvements for purposes of title and maintenance pursuant to Paragraph 20, Acceptance of Construction; Ownership, herein; and (f) has a face value in an amount determined by and approved by the City Engineer in accordance with Subsection B of Section 70-2:7.160 of the Subdivision Regulations. In addition thereto, any such bond shall be subject to or otherwise comply with Subsections C, D, and E of Section 70-2:7.160, Controlling Terms and Conditions, Use of Bond Forms, and Dual Bond; Duty to Update Bond, respectively, of the Subdivision Regulations. Notwithstanding the foregoing, DEVELOPER may elect to provide a bond alternative pursuant to Section 70-2:7.170 of the Subdivision Regulations, but only upon the condition that any such bond alternative complies with each provision included or referenced by this paragraph. In addition, the requirement of a maintenance bond under this paragraph may be waived, in whole or in part, in writing: (a) by the City Manager or the Deputy City Manager of CITY, in the sole discretion of either, upon the written recommendation of the City Engineer and the Director of PWU, provided that the estimated cost of the Developer-Constructed Public Improvements, as determined by the City Engineer, is less than Fifty Thousand Dollars ($50,000.00); or (b) by the Governing Body of CITY, in its sole discretion, in any other case. No such waiver shall waive, limit, or otherwise affect any other requirement of this Agreement, including, but not limited to, the obligation of DEVELOPER to complete the Developer-Constructed Public Improvements in accordance with the Plans and the Development & Design Standards, the surety bond required for any excavation permit pursuant to Section 78-42 of the City Code, or any right or remedy of CITY under Paragraph 29, Default; Stop Work; Remedies, herein.

**25. INSURANCE.** DEVELOPER shall cause each contractor performing any work on the Developer-Constructed Public Improvements or within the public right-of-way to secure and maintain, for the duration of such work: (a) commercial general liability insurance, including contractual liability, bodily injury, property damage, and completed operations coverage, 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, which limits may be met by securing an umbrella or excess liability insurance policy, and naming CITY and its elected officials, officers, employees, and agents as additional insureds; and (b) workers' compensation and employer's liability insurance as required by the laws of the State of Kansas. Any such insurance shall be written by a company that is authorized to provide insurance in the State of Kansas, is in good standing with the Kansas Insurance Department, and is rated with a Financial Strength Rating of not less than A- according to the most current version of *Best's Insurance Reports* published by A.M. Best Company, Inc. Certificates of insurance evidencing such coverage, together with the additional insured endorsement, shall be delivered to the City Clerk of CITY prior to the commencement of any work within the public right-of-way. The insurance required by this paragraph shall be subject to the approval of CITY, and CITY may require any additional terms and conditions that it deems necessary to protect its interests.

**26. EROSION CONTROL.** The Parties agree that any erosion control in support of the Project shall be conducted as set forth in this paragraph and each of its subparagraphs.

**a. PLAN & PERMIT.** Prior to the commencement of construction of the Developer-Constructed Public Improvements, DEVELOPER shall ensure that any work related to the Infrastructure Improvements is included within the scope of: (i) any *Stormwater Pollution Prevention Plan* that is required by the Kansas Department of Health and

Environment ("KDHE") or by CITY for the construction of improvements and development activities occurring on the Property ("SWP2 Plan"), i.e. those improvements and development activities that are not specifically designated as Infrastructure Improvements herein; and (ii) any authorization to discharge stormwater runoff from KDHE pursuant to an approved *Notice of Intent for Authorization to Discharge Stormwater Runoff from Construction Activities* under the *Kansas Water Pollution Control and National Pollutant Discharge Elimination System Stormwater Runoff from Construction Activities General Permit* that is required for the construction of improvements and development activities occurring on the Property ("Authorization to Discharge"), in each case to the extent the same is required by law.

**b.** **MAINTAINING PLAN & PERMIT.** DEVELOPER shall ensure that any SWP2 Plan and any Authorization to Discharge that are issued to DEVELOPER pursuant to subparagraph (a) of this paragraph remain active and valid prior to and during construction of the Project. DEVELOPER shall amend the SWP2 Plan as necessary to comply with any requirements of KDHE or CITY prior to and during construction of the Project.

**c.** **IMPLEMENTING PLAN & PERMIT.** Prior to and during construction of the Project, DEVELOPER shall comply with any and all provisions, conditions, requirements, limits, and certifications related to the *Kansas Water Pollution Control and National Pollutant Discharge Elimination System Stormwater Runoff from Construction Activities General Permit*, the SWP2 Plan, the Authorization to Discharge, Chapter 38, Article VI of the City Code, and any other requirements of KDHE or CITY, including, but not limited to, implementing and maintaining any best management practices on or along any areas of the Project. DEVELOPER shall prevent the discharge of sediment and construction debris into the public right-of-way and the storm sewer system of CITY and shall promptly remove any such discharge. DEVELOPER shall be responsible for any repairs to the erosion control measures, pursuant to the SWP2 Plan, that are put in place by DEVELOPER and that are necessary for the installation of the Project and any Infrastructure Improvements.

**27.** **EFFECTIVE DATE.** The effective date of this Agreement shall be the date on which this Agreement is executed by the last of the two Parties ("Effective Date").

**28.** **TERM AND TERMINATION.** This Agreement shall continue from the Effective Date and shall not be terminated by either Party, except in the case of: (a) termination due to default pursuant to Paragraph 29, Default; Stop Work; Remedies, herein; (b) automatic termination as further set forth in this paragraph; or (c) failure to commence construction of the Developer-Constructed Public Improvements on or before the Completion Date, including any extension thereof, in which event either Party may terminate this Agreement by written notice to the other Party, whereupon CITY shall refund the Up-Front Payment to DEVELOPER, less all costs incurred by CITY in relation to the City Signal Work through the date of termination, determined in the manner provided for the Actual City Work Cost pursuant to Paragraph 12, True-Up, herein, and neither Party shall have any other liability to the other Party on account of such termination. This Agreement shall terminate automatically upon the occurrence of each of the following: (d) completion of the City Signal Work; (e) acceptance of the Developer-Constructed Public Improvements pursuant to Paragraph 20, Acceptance of Construction; Ownership, herein; (f) recording of the Dedication Instrument for the Additional Right-of-Way pursuant to Paragraph 10, Right-of-Way Dedication; Access to Property, herein; and (g) full payment of any amount due from DEVELOPER, and full payment of any refund due from CITY, pursuant to Paragraph 12, True-Up, herein. Notwithstanding any of the foregoing provisions of this paragraph, the Parties may mutually agree to terminate this Agreement by written instrument signed by both Parties. Upon any termination of this Agreement pursuant to this paragraph, neither Party shall have any further responsibility under this Agreement, except that any provision within the scope of the Survivability subparagraph of Paragraph 34, General

Covenants, herein shall survive any such termination or expiration, and except that any termination shall not affect the Additional Right-of-Way theretofore dedicated, any performance bond or maintenance bond theretofore delivered, each of which is a separate obligation of its principal and surety, or the obligation of DEVELOPER to restore any portion of the public right-of-way disturbed prior to such termination.

**29. DEFAULT; STOP WORK; REMEDIES.** The Parties agree that any default, stop work order, and remedy under this Agreement shall be governed by this paragraph and each of its subparagraphs.

**a. DEFAULT.** Failure by either Party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days after written notice thereof from the other Party shall constitute a default under this Agreement. Any such notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. Notwithstanding the foregoing, the failure to complete the Developer-Constructed Public Improvements by the Completion Date, including any extension thereof, after construction thereof has commenced, shall constitute a default without the necessity of notice or opportunity to cure.

**b. STOP WORK.** The notice and cure provisions of subparagraph (a) of this paragraph shall not apply to a stop work order. CITY may issue a stop work order, effective immediately upon delivery to DEVELOPER or its contractor at the site of the work, for any work that does not comply with the Plans or the Development & Design Standards or that is in violation of Paragraph 5, Responsibilities of City, herein, Paragraph 6, Responsibilities of Developer, herein, Paragraph 7, Interdependence; Coordination; Work on Traffic Signal System, herein, Paragraph 8, Temporary Construction Access, herein, Paragraph 9, Interference with Traffic; Access to Adjacent Properties, herein, Paragraph 19, Inspections and Testing, herein, or Paragraph 26, Erosion Control, herein. Any such work shall not resume until the noncompliance or violation has been corrected to the satisfaction of the City Engineer. A stop work order is not a notice of default and shall not be deemed to commence any cure period, and the issuance of a stop work order shall not be a prerequisite to any remedy for default. In the event CITY elects to treat the noncompliance or violation giving rise to a stop work order as a default, CITY shall give a separate notice of default pursuant to subparagraph (a) of this paragraph, and the cure period shall run from that notice, with the correction of the work to the satisfaction of the City Engineer constituting the cure. Any continuation of work in violation of a stop work order shall constitute a default without the necessity of notice or opportunity to cure.

**c. REMEDIES.** In the event of a default, the non-defaulting Party shall have all rights and remedies which may be available under law or equity, including, without limitation, the right to institute an action for damages and to terminate this Agreement pursuant to Paragraph 28, Term and Termination, herein. In the event of a default by DEVELOPER pursuant to Paragraph 18, Completion Schedule, herein, CITY may complete the Developer-Constructed Public Improvements, and DEVELOPER shall reimburse CITY for its costs thereof to the extent not recovered by CITY under the performance bond, if any. The rights and remedies of CITY under this paragraph shall not limit, condition, or prohibit any separate right or remedy of CITY under the performance bond or the maintenance bond, if any, and no notice, cure period, declaration of default, or other remedy under this paragraph shall be a prerequisite to the exercise of any right of CITY under either such bond. The right of CITY to suspend, decline to commence, or decline to continue the City Signal Work pursuant to Paragraph 7, Interdependence; Coordination; Work on Traffic Signal System, herein, and any other right or remedy

expressly provided elsewhere in this Agreement, may be exercised in accordance with the terms of the applicable paragraph and without regard to the notice and cure provisions of this paragraph. The exercise of any right under this paragraph shall not constitute an election of remedies or a waiver of any other right or remedy.

**30. FORCE MAJEURE.** Neither Party shall be considered in breach or default of its respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended, in the event of any delay caused by Force Majeure, but only upon the condition that the Party claiming Force Majeure provides written notice to the other Party within thirty (30) days following the date of the event claimed to constitute Force Majeure. The term "Force Majeure" shall include, but not be limited to: (a) damage or destruction by fire or casualty; (b) strike or lockout; (c) civil disorder, act of terror, or war; (d) pandemic, epidemic, or other national or state declared health emergency and any restrictive government regulations related thereto; (e) shortage or delay in shipment of material, including, but not limited to, traffic signal equipment; (f) acts of God; (g) unusually adverse weather or soil conditions; and (h) any other event or occurrence beyond the reasonable control of the Party claiming Force Majeure. The term "Force Majeure" shall exclude any matter initiated or unreasonably sustained by the Party claiming Force Majeure and shall exclude any lack of funds.

**31. RESPONSIBILITY; NO AGENCY.** Nothing in this Agreement shall be construed as expanding or waiving any immunity, defense, limitation of liability, or other protection available to CITY under the Kansas Tort Claims Act, K.S.A. 75-6101 et seq., or any other law. DEVELOPER shall be responsible for the acts and omissions of each contractor, subcontractor, design professional, and agent performing any part of the Developer-Constructed Public Improvements or the Temporary Construction Access, and CITY shall have no responsibility or liability for the Developer-Constructed Public Improvements prior to acceptance thereof pursuant to Paragraph 20, Acceptance of Construction; Ownership, herein. CITY shall not be liable to DEVELOPER for any consequential, indirect, incidental, special, exemplary, or punitive damages, or for any lost revenue, lost contributions, or diminution in value, arising out of or relating to this Agreement or any delay in the completion of the City Signal Work, regardless of the legal or equitable theory upon which the claim is based. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any agency relationship or any partnership, joint venture, or any other business relationship between DEVELOPER and CITY. The provisions of this paragraph shall survive any termination or expiration of this Agreement.

**32. INDEMNIFICATION OF THIRD-PARTY CLAIMS.** DEVELOPER for itself and on behalf of its owners, shareholders, members, directors, trustees, officers, employees, contractors, agents, representatives, administrators, parents, affiliates, divisions, subsidiaries, related entities, predecessors, successors, and assigns (for purposes of this paragraph only "INDEMNITOR") shall indemnify, hold harmless, and defend CITY and any of its elected officials, employees, officers, directors, agents, contractors, and subcontractors (for purposes of this paragraph only "INDEMNITEE") from and against any and all costs and expenses, including, but not limited to, reasonable attorney fees and court costs, and all other amounts that any INDEMNITEE is or may become obligated to pay on account of any and all demands, claims, liabilities, or losses of any third party directly arising, alleged to have arisen out of, been related to, or in any way connected with the acts or omissions, including, but not limited to, any negligent or wrongful acts or omissions, of any INDEMNITOR in relation to this Agreement, including, but not limited to: (a) any breach of this Agreement by INDEMNITOR; (b) any work performed by or on behalf of DEVELOPER, including, but not limited to, its contractors, in relation to the Developer-Constructed Public Improvements, the Temporary Construction Access, or any work within the public right-of-way; (c) any inadequacy, inaccuracy, nonconformance, invalidity, or other deficiency of any Plans or material submittal provided by INDEMNITOR, including, but not limited to, its design professional; (d) any failure of DEVELOPER, or its contractors, to acquire any permit or to schedule or pass any inspection; (e) any delay or nonconformity in satisfying the provisions of Paragraph 26, Erosion Control, herein and each of its subparagraphs, or any invalidity, unenforceability, illegality, or other deficiency relating to the SWP2 Plan or the Authorization to Discharge; and (f) any delay caused by any failure of DEVELOPER to timely

perform any obligation under this Agreement, including, but not limited to, any delay in making the Up-Front Payment or in dedicating the Additional Right-of-Way. The provisions of this paragraph shall apply regardless of whether such demands, claims, liabilities, or losses are for damages to property or for injury, illness, harm, or death of any person. Notwithstanding anything to the contrary in this paragraph, the indemnification, hold harmless, and defense obligations of INDEMNITOR under this paragraph shall not apply to, and shall be construed to exclude, any liability, damage, loss, cost, or expense to the extent caused by or resulting from the negligence, fault, or intentional or willful act or omission of any INDEMNITEE. This paragraph shall be enforced to the fullest extent permitted by law, including, but not limited to, K.S.A. 16-121, and amendments thereto. Nothing in this Agreement shall limit any immunity or rights of CITY under the Kansas Tort Claims Act. The provisions of this paragraph shall survive any termination or expiration of this Agreement.

**33. NOTICES.** Any notice required by the terms of this Agreement shall be given in writing at the respective addresses set forth below by any of the following means, with any such name, address, or contact information subject to change by the respective Party upon written notice of such change to the other Party and shall be effective upon: (a) personal service; (b) electronic communication, whether by facsimile or e-mail; (c) deposit with a nationally recognized overnight courier service; or (d) deposit in the United States mail, postage prepaid, certified, return receipt requested, as follows:

If to CITY: City of Garden City, Kansas
Attn: Matt Allen, City Manager
301 North Eighth Street
P.O. Box 998
Garden City, Kansas 67846
Telephone: (620) 276-1160
Email: matt.allen@gardencityks.us

*With copy to:* *Jennifer V. Cunningham, City Attorney*
Morris, Laing, Evans, Brock & Kennedy, Chtd.
312 North 8th Street, Suite A
Garden City, Kansas 67846
Telephone: (620) 275-8084
Email: jenniferc@morrislaing.com

If to DEVELOPER: Faith Community, A Global Methodist Church
Attn: Church Council Secretary
P.O. Box 1549
Garden City, Kansas 67846
Telephone: (620) 640-4095
Email: gcfaithgmc@gmail.com

**34. GENERAL COVENANTS.**

**a. ATTORNEY FEES.** In the event that CITY takes any legal action to enforce or interpret the terms and conditions of this Agreement, whether through litigation or otherwise, including appeal, and in the event CITY is the prevailing party, DEVELOPER shall be responsible for and shall pay all costs and expenses of CITY, including, but not limited to, reasonable attorney fees, court costs, and expert witness fees.

**b. BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties, their respective successors and permitted assigns.

**c. CHANGE OF LAW.** In the event any provision or part of this Agreement is invalid under applicable laws, such invalid provision or part shall automatically be considered reformed

and amended so as to conform to all applicable legal requirements, or, if such invalidity cannot be cured by reformation or amendment, the affected provision shall be severable as set forth in subparagraph (m), Severability, herein.

**d. CHOICE OF LAW.** This Agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas.

**e. COMPLETE UNDERSTANDING; PRIOR AGREEMENTS.** This Agreement represents the complete understanding between CITY and DEVELOPER as to the subject matter hereof. No inducements, representations, understandings, or agreements, whether oral or written, have been made or relied upon in the making of this Agreement, except those specifically set forth in this Agreement. This Agreement supersedes and terminates all prior written or oral negotiations, representations, warranties, statements, agreements, addendums to any agreements, and modifications to any agreements concerning the subject matter of this Agreement between CITY and DEVELOPER.

**f. CONSTRUCTION.** This Agreement has been arrived at by negotiation and shall not be construed against either Party to it or against the Party who prepared the last draft.

**g. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. Delivery of signatures by electronic method, including electronic mail of PDF signature pages, shall have the same effect as an original signature.

**h. CUMULATIVE REMEDIES.** All rights and remedies provided in this Agreement, as well as those provided by law or equity, are cumulative and not exclusive of any other rights or remedies, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, by ordinance, by resolution, or otherwise.

**i. HEADINGS; PARAGRAPH REFERENCES.** The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement. Any reference made in regard to a particular paragraph shall be construed as a reference to that paragraph and any of its subparagraphs or subparts, regardless of whether the paragraph is referenced by number, letter, or pronoun.

**j. JURISDICTION AND VENUE.** Any legal action to challenge or enforce the terms of this Agreement shall be filed in the Finney County District Court of the 25th Judicial District of the State of Kansas. Said court shall have exclusive jurisdiction over any dispute arising out of or under this Agreement. The Parties acknowledge and agree that venue is proper in said court, for all purposes.

**k. MODIFICATIONS.** This Agreement shall not be modified, amended, or changed except by written agreement signed by each Party.

**l. NON-ASSIGNABILITY.** No Party may assign its rights and obligations hereunder without obtaining the prior written consent of the non-assigning Party. No assignor shall be released from any of its obligations or liabilities under this Agreement.

**m. SEVERABILITY.** If one or more parts or provisions of this Agreement are found or held unenforceable, void, illegal, or in any way invalid, any such part or provision shall be deemed to be severable from this Agreement and shall in no way affect the validity of the remaining parts or provisions of this Agreement.

**n. SURVIVABILITY.** Notwithstanding any termination or expiration of this Agreement, any provision that, by its sense and context, is intended to survive the expiration or termination of this Agreement shall survive any such termination or expiration, including, but not limited to, the provisions of Paragraph 10, Right-of-Way Dedication; Access to Property, herein, Paragraph 14, Responsibility for the Adequacy of Design, herein, Paragraph 20, Acceptance of Construction; Ownership, herein, Paragraph 31, Responsibility; No Agency, herein, and Paragraph 32, Indemnification of Third-Party Claims, herein, unless any such provision is expressly stated otherwise in a written instrument terminating this Agreement signed by both Parties.

**o. WAIVER.** A waiver by CITY of any breach or default of DEVELOPER shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default.

**35. AUTHORITY OF DEVELOPER.** DEVELOPER hereby represents and warrants that it is a not-for-profit corporation duly organized, validly existing, and in good standing under the laws of the State of Kansas, that it has full corporate power to execute, deliver, and perform the terms and obligations of this Agreement, including, but not limited to, the power and authority to dedicate or convey the Additional Right-of-Way pursuant to Paragraph 10, Right-of-Way Dedication; Access to Property, herein, and that all of the foregoing has been duly and validly authorized by all necessary corporate proceedings, including, but not limited to, any authorization, consent, or approval of its Church Council, its Board of Trustees, its members or congregation, or any conference, judicatory, or other body of the Global Methodist Church that is required under the articles of incorporation, bylaws, or any other governing document of DEVELOPER, under the governing documents of the Global Methodist Church, or under any applicable law. DEVELOPER further represents and warrants that DEVELOPER is the sole owner of the Property, that the Property is not held subject to any trust, reversion, or consent right in favor of any denominational body that would restrict the dedication or conveyance of the Additional Right-of-Way, that the execution, delivery, and performance of this Agreement do not and will not conflict with, violate, or constitute a default under any governing document of DEVELOPER, any agreement or instrument to which DEVELOPER is a party or by which DEVELOPER or the Property is bound, or any applicable law, and that no authorization, consent, or approval of any third party is required for the same that has not been obtained. This Agreement constitutes the legal, valid, and binding obligation of DEVELOPER, enforceable in accordance with its terms.

**36. REPRESENTATIVE CAPACITY FOR DEVELOPER.** The undersigned persons executing this Agreement in a representative capacity for DEVELOPER represent and warrant that they are executing this Agreement in their capacities as the Chairperson and the Vice Chairperson of the Board of Trustees of DEVELOPER, respectively, as indicated on the signature block below, that they are duly authorized by DEVELOPER, including, but not limited to, by its Church Council and its Board of Trustees, to execute this Agreement on behalf of DEVELOPER in such capacities, and that they are duly authorized by DEVELOPER to bind DEVELOPER to this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date set forth herein.

**CITY OF GARDEN CITY, KANSAS**

_____
Date

By: _____
Tam "Tom" Nguyen, Mayor

ATTEST:

_____
Celyn N. Hurtado, City Clerk

**FAITH COMMUNITY, A GLOBAL METHODIST CHURCH**

_____
Date

By: _____
Janet S. Hands, Chairperson
Board of Trustees

_____
Date

By: _____
Jackie Algrim-Penner, Vice Chairperson
Board of Trustees

U:\WP51\RDG\CITY\NDS\DEVELOPMENTS(GENERAL)\2602.East.Mary(Faith Community Addition)\Agreement.Infrastructure.Improvement(Faith Community Church).City-Commission-Final.docx

## EXHIBIT A

## INTERSECTION IMPROVEMENT PLANS (SPGC26-32)

*This Exhibit consists of this cover page plus the pages attached hereto and immediately following this cover page, the additional page count being: Sixteen (16) pages.*

RECEIVED
City of Garden City, KS
Project Number: SPGC26-32
Received by: SR
Date: 15Oct2026
No. of Pages: 62(PLANS)
4th submittal

APPROVED
CITY COPY
City of Garden City, KS
Project Number: SPGC26-32
Approved by: SR
Date: 20Oct2026
No. of Pages: 62(PLANS)
4th Submittal

# A New Facility For

# FAITH COMMUNITY CHURCH




## 2602 E. MARY ST.
## 100% PERMIT SET
## AUGUST 25, 2026

PROJECT TEAM

**Civil Engineer**
Evans-Bierly-Hutchinson & Associates, P.A.
596 Airport Road
Goodland, Kansas 67735
PH. (785) 899-7019
Andrew Brunner
andrewb@ebhengineering.com

**Mechanical Engineer**
**Electrical Engineer**
Integrated Consulting Eningeers, Inc.
349 South Hydraulic
Wichita, Kansas 67211
PH. (316) 264-3588
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Michael Selzer
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**Owner**
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2402 E. Mary St.
Garden City, Kansas 67846
PH. (620) 272-1404
Janet Hands
jhands@wbsnet.org

VICINITY MAP




DEIDREE DEL VALLE MILLER
LICENSED
7331
08.25.2026
KANSAS
ARCHITECT

202520

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DATE: AUGUST 25, 2026

T1.0

# TOPOGRAPHIC SURVEY
# FAITH COMMUNITY CHURCH
# LOT 1, BLOCK 1 FAITH COMMUNITY ADDITION
# GARDEN CITY, KANSAS

## VICINITY MAP
CITY OF GARDEN CITY, KS
NW/4, SEC. 9 T24S, R32W
SCALE: 1"=2000'




## CONTROL INFORMATION:

CP 1
SET 1/2" BAR W/ PINK PLASTIC "EBH CP" CAP
±10' S OF LIGHT POLE & ±35' E OF KDOT ACCESS CONTROL FENCE
N 1802364.92 E 638199.61

CP 2
SET 1/2" BAR W/ PINK PLASTIC "EBH CP" CAP
±30' SE OF SSMH & 2' W OF KDOT FENCE
N 1802182.37 E 638211.67

CP 3
SET 1/2" BAR W/ PINK PLASTC "EBH CP" CAP
±2' N OF IDEATEK TRACER POST ON S SIDE OF ALLEY AT R.I.
N 1802034.52 E 637663.99

CP 4
SET 1/2" BAR W/ PINK PLASTIC "EBH CP" CAP
±35' S OF SWc OF CONCRETE PARKING LOT
N 1802096.41 E 637293.69

CP 5
SET 1/2" BAR W/ PINK PLASTIC "EBH CP" CAP
±25' N OF NWc OF CONCRETE PARKING LOT
N 1802397.48 E 637301.99

SBM 6
X CUT
TOP CURB AT SEC OF CONCRETE PARKING LOT
ELEV 2860.60

SBM 7
"M" IN MUELLER
FH ACROSS FROM MAVERICK
ELEV 2858.93

SBM 8
X CUT
TOP OF CURB ON END RETURN @ N ROW OF MARY ST
NWc OF MARY ST & BUFFALO WAY
ELEV 2857.24

(2)

- ZONING: C-2
- PARKING DESIGNATION: CHURCHES – ONE (1) SPACE FOR EACH FIVE (5) SEATS IN THE AUDITORIUM OR ONE (1) SPACE FOR EACH SEVENTEEN (17) CLASSROOM SEATS, WHICHEVER IS THE LARGER.

  SEATS IN AUDITORIUM = 164

  REQUIRED PARKING STALLS = 33

  TOTAL NUMBER OF PARKING STALLS = 62

  TOTAL NUMBER OF ADA PARKING STALLS: 3

  TOTAL NUMBER OF VAN ACCESSIBLE STALLS: 1

- OWNERS TO USE DUMPSTERS LOCATED IN THE ALLEY.

N
0 40' 80'

## LEGEND

| | | | |
|---|---|---|---|
| ◇ | SURVEY CONTROL POINT | —FO— | FIBER OPTIC LINE |
| ⊕ | SURVEY BENCHMARK | T | TELECOM VAULT |
| ○ | SURVEY BAR, FOUND | —GAS— | GAS LINE |
| E | ELECTRICAL METER | 2 | 2-WAY FIRE HYDRANT |
| P | LIGHT POLE | 3 | 3-WAY FIRE HYDRANT |
| ■ | POWER POLE | W | WATER VALVE |
| T | ELECTRIC TRANSFORMER | —W— | WATER LINE |
| —UGE— | UNDERGROUND ELECTRIC | SS | SANITARY SEWER MANHOLE |
| ⊡ | TRAFFIC CONTROL BOX | —SS— | SANITARY SEWER LINE |
| TS | TRAFFIC SIGNAL MANHOLE | SD | STORM SEWER MANHOLE |
| ⊗ | TRAFFIC SIGNAL | —CMP— | CORRUGATED METAL PIPE |
| ○ | POST | —RCB— | REINFORCED CONCRETE BOX |
| ○ | SIGN | | REINFORCED CONCRETE PIPE |
| —×— | FENCELINE | | |
| | DECIDUOUS TREE | | |

## UTILITY NOTES:

ABOVE GROUND UTILITY FEATURES ARE SHOWN. ALL UNDERGROUND UTILITIES MAY NOT BE SHOWN. UNDERGROUND UTILITY LINES WHICH HAVE BEEN FLAGGED BY THEIR RESPECTIVE OWNERS OR REPRESENTATIVES HAVE BEEN SHOWN.
KANSAS ONE CALL TICKET 26106672 DATED 10 MARCH 2026,
KANSAS ONE CALL TICKET 26106699 DATED 10 MARCH 2026,
KANSAS ONE CALL TICKET 26106708 DATED 10 MARCH 2026,
KANSAS ONE CALL TICKET 26140665 DATED 26 MARCH 2026,
KANSAS ONE CALL TICKET 26140704 DATED 26 MARCH 2026,
KANSAS ONE CALL TICKET 26140704 DATED 26 MARCH 2026

| | |
|---|---|
| WATER AND SEWER | |
| GARDEN CITY WATER AND SEWER | 620-276-1291 |
| GAS | |
| BLACK HILLS ENERGY COMPANY | 777-890-5554 |
| ELECTRIC | |
| GARDEN CITY ELECTRIC | 620-276-1290 |
| COMMUNICATIONS | |
| IDEATEK | 620-543-5555 |
| PIONEER | 800-308-7536 |
| AT&T | 620-224-2727 |

KANSAS ONE CALL CENTER 811 OR 1-800-344-7233 STOP-CALL BEFORE YOU DIG




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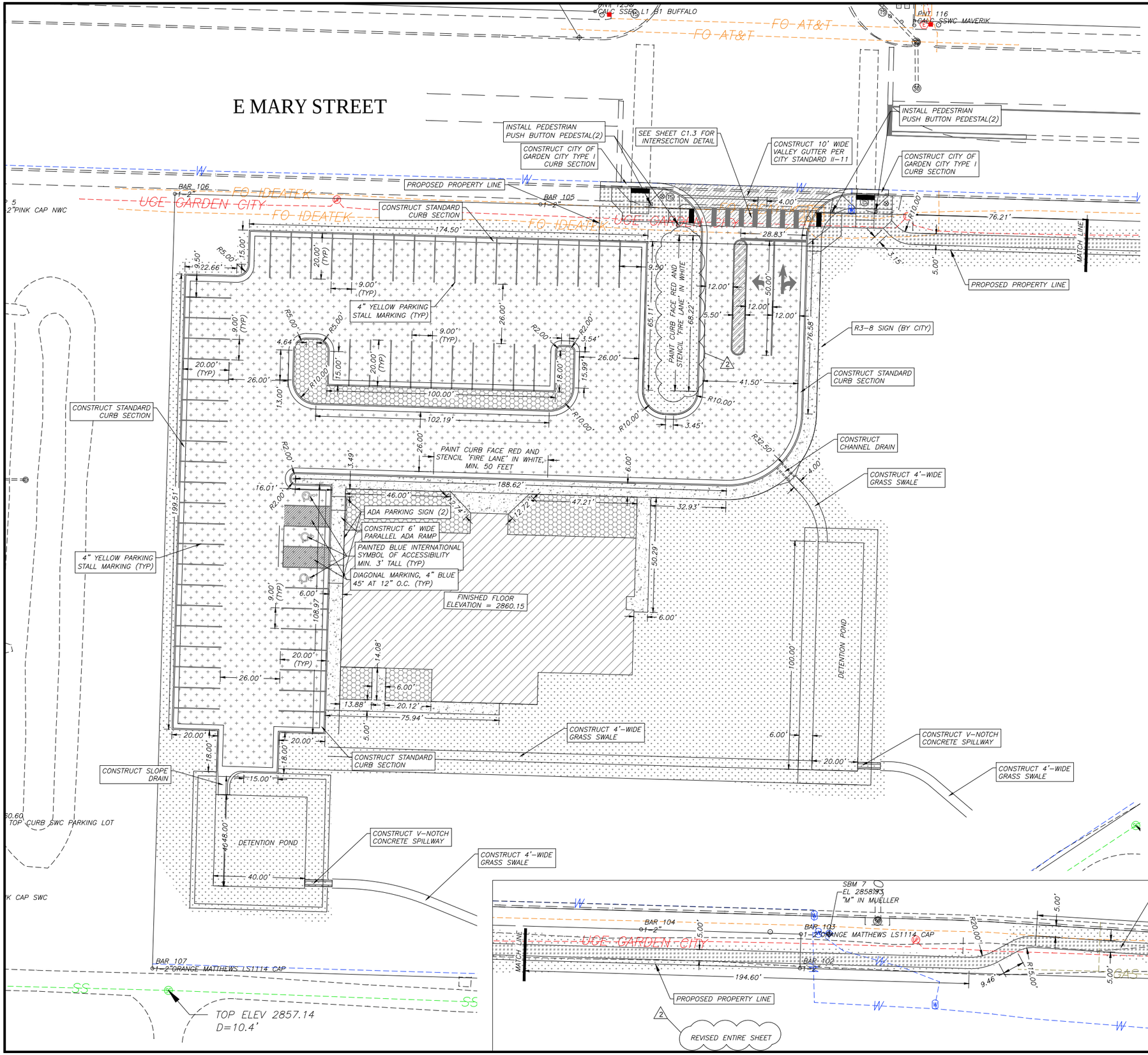


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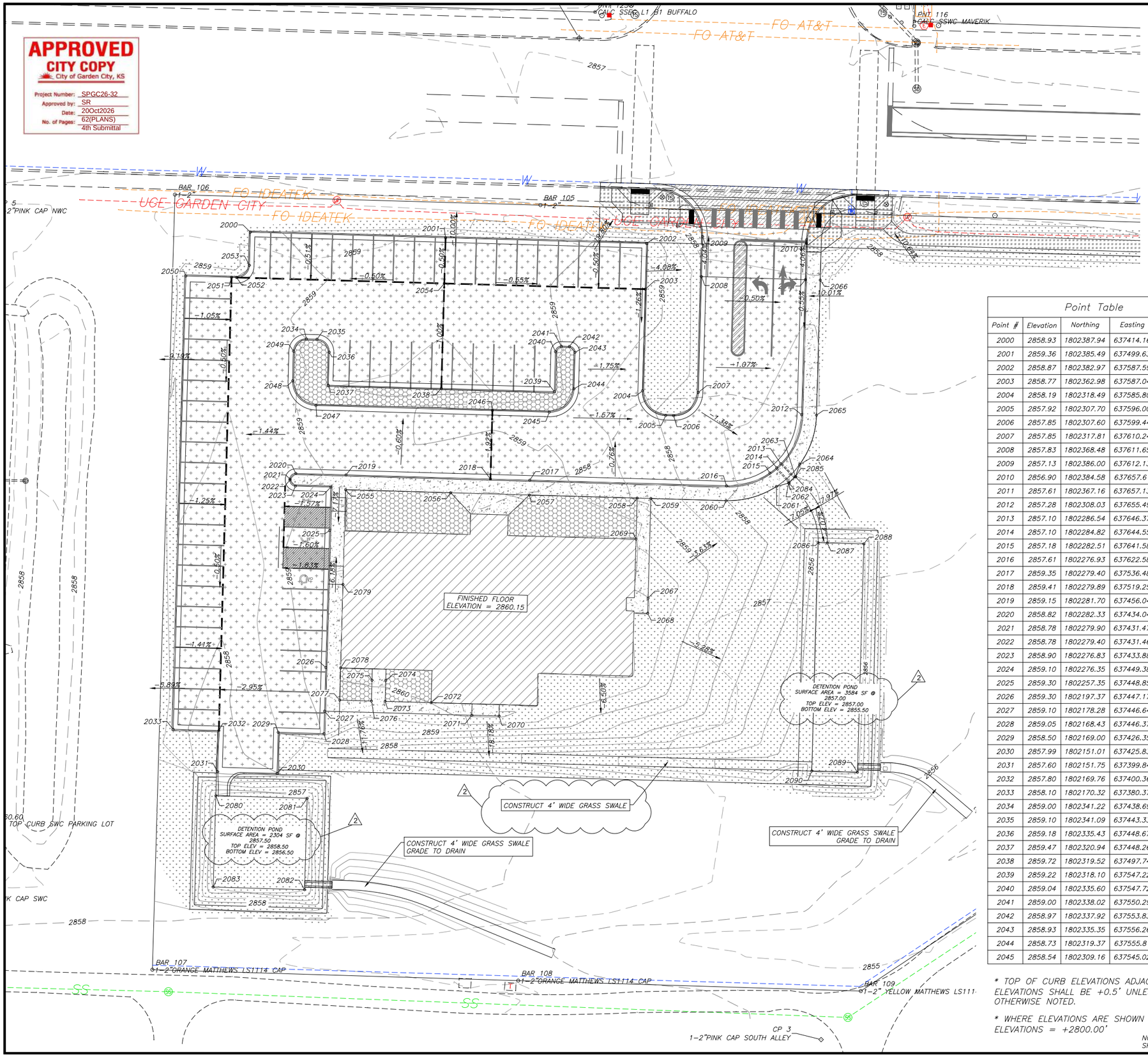


8" CONCRETE PAVEMENT PER C1.6

6" CONCRETE PAVEMENT PER C1.6

5" CONCRETE SIDEWALK PER C1.6

4" CONCRETE SIDEWALK PER C1.6

DISTURBED AREA TO BE SEEDED

2800 EXISTING CONTOUR

2800 PROPOSED 1' CONTOUR

PROPOSED 0.5' CONTOUR

Point Table

| Point # | Elevation | Northing | Easting | Description |
|---|---|---|---|---|
| 2000 | 2858.93 | 1802387.94 | 637414.16 | FL |
| 2001 | 2859.36 | 1802385.49 | 637499.63 | FL |
| 2002 | 2858.87 | 1802382.97 | 637587.59 | FL |
| 2003 | 2858.77 | 1802362.98 | 637587.04 | FL |
| 2004 | 2858.19 | 1802318.49 | 637585.80 | FL |
| 2005 | 2857.92 | 1802307.70 | 637596.00 | FL |
| 2006 | 2857.85 | 1802307.60 | 637599.44 | FL |
| 2007 | 2857.85 | 1802317.81 | 637610.24 | FL |
| 2008 | 2857.83 | 1802368.48 | 637611.65 | FL |
| 2009 | 2857.13 | 1802386.00 | 637612.13 | FL |
| 2010 | 2856.90 | 1802384.58 | 637657.61 | FL |
| 2011 | 2857.61 | 1802367.16 | 637657.13 | FL |
| 2012 | 2857.28 | 1802308.03 | 637655.49 | FL |
| 2013 | 2857.10 | 1802286.54 | 637646.37 | FL |
| 2014 | 2857.10 | 1802284.82 | 637644.55 | FL |
| 2015 | 2857.18 | 1802282.51 | 637641.58 | FL |
| 2016 | 2857.61 | 1802276.93 | 637622.58 | FL |
| 2017 | 2859.35 | 1802279.40 | 637536.48 | FL |
| 2018 | 2859.41 | 1802279.89 | 637519.25 | FL |
| 2019 | 2859.15 | 1802281.70 | 637456.04 | FL |
| 2020 | 2858.82 | 1802282.33 | 637434.04 | FL |
| 2021 | 2858.78 | 1802279.90 | 637431.47 | FL |
| 2022 | 2858.78 | 1802279.40 | 637431.46 | FL |
| 2023 | 2858.90 | 1802276.83 | 637433.88 | FL |
| 2024 | 2859.10 | 1802276.35 | 637449.38 | FL |
| 2025 | 2859.30 | 1802257.35 | 637448.85 | FL |
| 2026 | 2859.30 | 1802197.37 | 637447.17 | FL |
| 2027 | 2859.10 | 1802178.28 | 637446.64 | FL |
| 2028 | 2859.05 | 1802168.43 | 637446.37 | FL |
| 2029 | 2858.50 | 1802169.00 | 637426.35 | FL |
| 2030 | 2857.99 | 1802151.01 | 637425.83 | FL |
| 2031 | 2857.60 | 1802151.75 | 637399.84 | FL |
| 2032 | 2857.80 | 1802169.76 | 637400.36 | FL |
| 2033 | 2858.10 | 1802170.32 | 637380.37 | FL |
| 2034 | 2859.00 | 1802341.22 | 637438.69 | FL |
| 2035 | 2859.10 | 1802341.09 | 637443.33 | FL |
| 2036 | 2859.18 | 1802335.43 | 637448.67 | FL |
| 2037 | 2859.47 | 1802320.94 | 637448.26 | FL |
| 2038 | 2859.72 | 1802319.52 | 637497.74 | FL |
| 2039 | 2859.22 | 1802318.10 | 637547.22 | FL |
| 2040 | 2859.04 | 1802335.60 | 637547.72 | FL |
| 2041 | 2859.00 | 1802338.02 | 637550.29 | FL |
| 2042 | 2858.97 | 1802337.92 | 637553.83 | FL |
| 2043 | 2858.93 | 1802335.35 | 637556.26 | FL |
| 2044 | 2858.73 | 1802319.37 | 637555.81 | FL |
| 2045 | 2858.54 | 1802309.16 | 637545.02 | FL |

Point Table

| Point # | Elevation | Northing | Easting | Description |
|---|---|---|---|---|
| 2046 | 2858.83 | 1802309.88 | 637520.11 | FL |
| 2047 | 2859.22 | 1802312.09 | 637442.87 | FL |
| 2048 | 2858.90 | 1802322.88 | 637432.67 | FL |
| 2049 | 2858.96 | 1802335.87 | 637433.04 | FL |
| 2050 | 2858.99 | 1802368.74 | 637385.94 | FL |
| 2051 | 2858.79 | 1802368.17 | 637405.93 | FL |
| 2052 | 2858.80 | 1802368.11 | 637408.09 | FL |
| 2053 | 2858.86 | 1802373.45 | 637413.75 | FL |
| 2054 | 2859.26 | 1802365.50 | 637499.05 | CONC |
| 2055 | 2859.70 | 1802275.20 | 637455.85 | SW |
| 2056 | 2859.85 | 1802273.88 | 637501.83 | SW |
| 2057 | 2859.95 | 1802272.90 | 637536.29 | SW |
| 2058 | 2858.94 | 1802271.55 | 637583.48 | SW |
| 2059 | 2858.84 | 1802271.38 | 637589.48 | SW |
| 2060 | 2858.01 | 1802270.43 | 637622.40 | SW |
| 2061 | 2857.63 | 1802276.59 | 637644.42 | SW |
| 2062 | 2857.50 | 1802278.14 | 637649.83 | SW |
| 2063 | 2857.53 | 1802280.89 | 637652.74 | SW |
| 2064 | 2857.79 | 1802286.21 | 637654.59 | SW |
| 2065 | 2857.88 | 1802307.85 | 637661.98 | SW |
| 2066 | 2858.11 | 1802366.98 | 637663.63 | SW |
| 2067 | 2860.00 | 1802227.77 | 637588.26 | SW |
| 2068 | 2860.00 | 1802221.10 | 637588.07 | SW |
| 2069 | 2859.42 | 1802253.62 | 637582.99 | SW |
| 2070 | 2860.07 | 1802176.16 | 637523.05 | SW |
| 2071 | 2860.07 | 1802176.49 | 637511.06 | SW |
| 2072 | 2860.00 | 1802181.98 | 637493.26 | SW |
| 2073 | 2859.84 | 1802182.55 | 637473.15 | SW |
| 2074 | 2860.07 | 1802191.63 | 637473.40 | SW |
| 2075 | 2860.07 | 1802191.80 | 637467.41 | SW |
| 2076 | 2859.84 | 1802182.72 | 637467.15 | SW |
| 2077 | 2859.75 | 1802183.11 | 637453.28 | SW |
| 2078 | 2859.90 | 1802197.19 | 637453.66 | SW |
| 2079 | 2859.90 | 1802233.72 | 637454.69 | SW |
| 2080 | 2856.50 | 1802141.27 | 637399.04 | GRD |
| 2081 | 2856.50 | 1802140.13 | 637439.03 | GRD |
| 2082 | 2856.50 | 1802100.14 | 637437.88 | GRD |
| 2083 | 2856.50 | 1802101.29 | 637397.90 | GRD |
| 2084 | 2857.00 | 1802278.07 | 637649.90 | GRD |
| 2085 | 2857.00 | 1802280.82 | 637652.81 | GRD |
| 2086 | 2855.50 | 1802252.05 | 637662.72 | GRD |
| 2087 | 2855.50 | 1802251.94 | 637666.72 | GRD |
| 2088 | 2855.50 | 1802251.49 | 637682.71 | GRD |
| 2089 | 2855.50 | 1802151.53 | 637679.92 | GRD |
| 2090 | 2855.50 | 1802152.09 | 637659.92 | GRD |

* TOP OF CURB ELEVATIONS ADJACENT TO FL ELEVATIONS SHALL BE +0.5' UNLESS OTHERWISE NOTED.

* WHERE ELEVATIONS ARE SHOWN ON PLAN, ELEVATIONS = +2800.00'

CONC=CONCRETE
SW=SIDEWALK
FF=FINISH FLOOR
FL=FLOWLINE OF CURB & GUTTER
GRD=GROUND
ME=MATCH EXISTING

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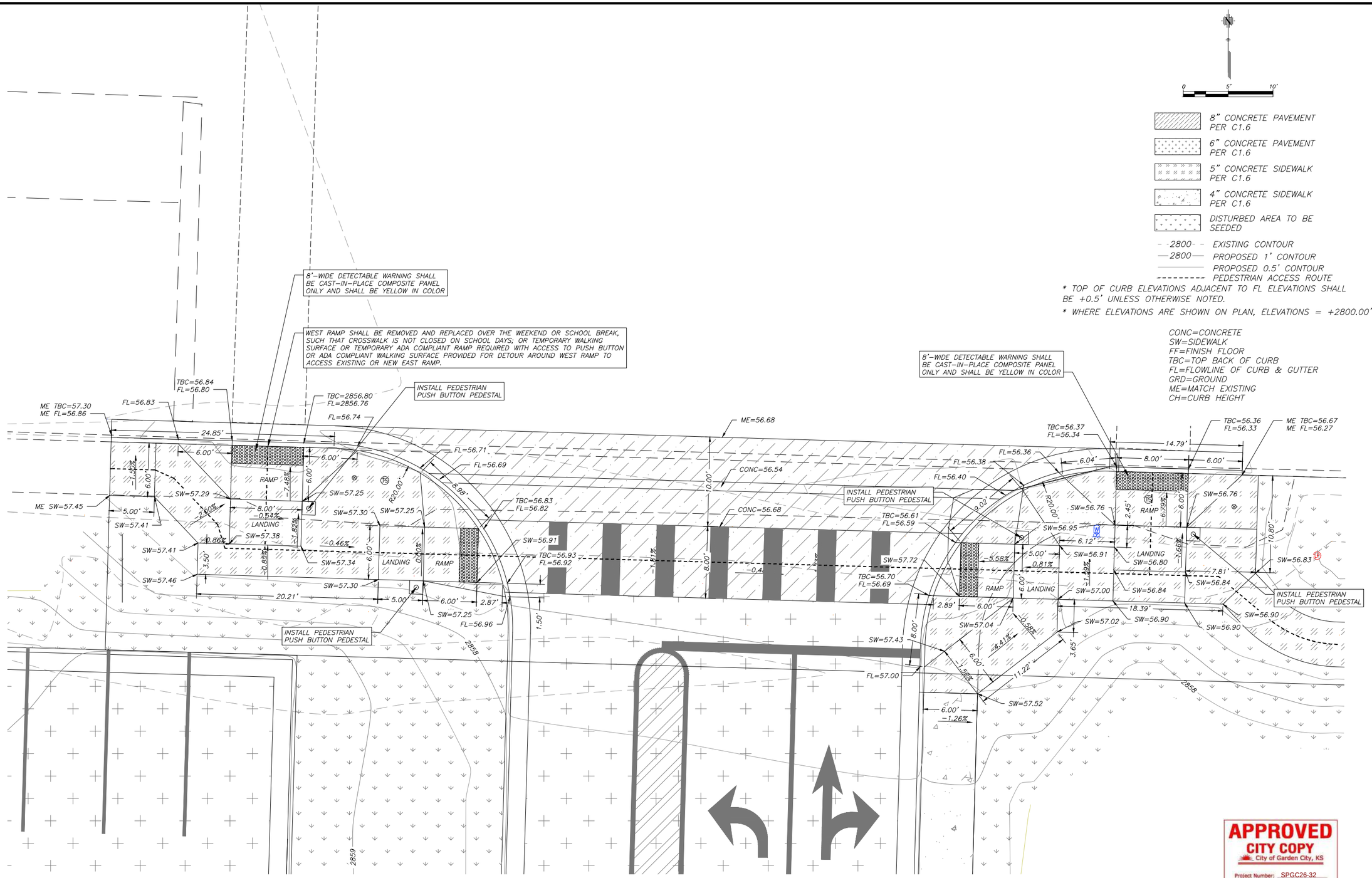


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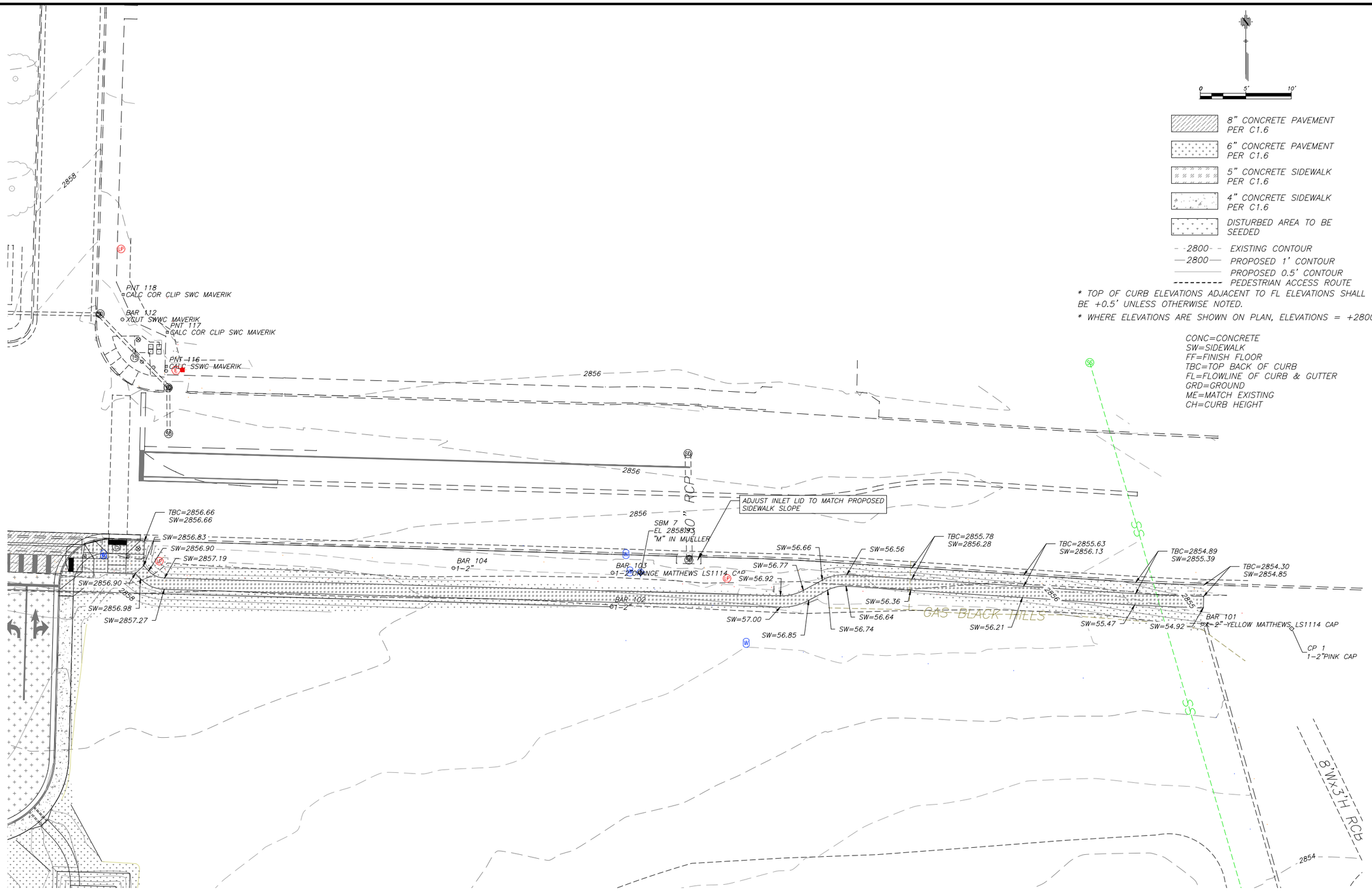


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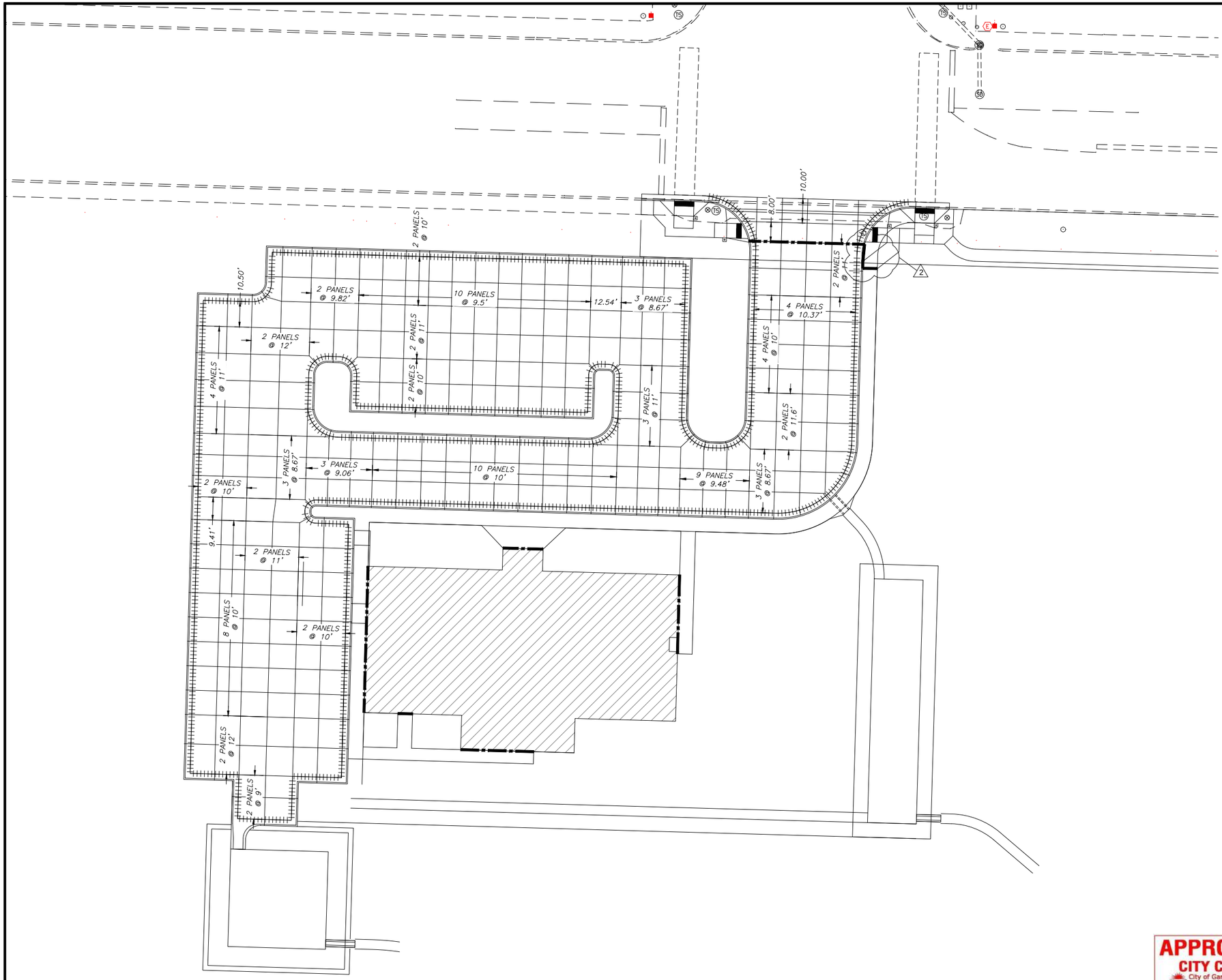


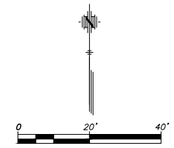


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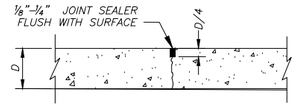
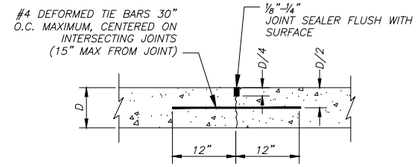
TIED CONSTRUCTION JOINT

ISOLATION JOINT




CONTRACTION JOINT
NTS

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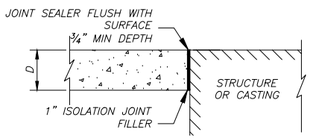


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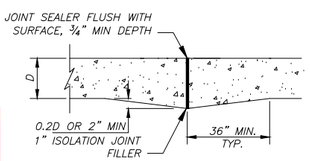


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No. of Pages: 62(PLANS)
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NOTE: ALL WORK ON PUBLIC INFRASTRUCTURE AND WITHIN THE PUBLIC RIGHT-OF-WAY SHALL MEET CITY OF GARDEN CITY GENERAL IMPROVEMENTS HANDBOOK 2017.

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LICENSED
26346
8-25-2026
KANSAS
PROFESSIONAL ENGINEER

202520

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ISSUE:

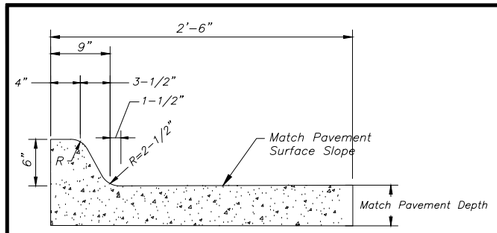
| NO. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 09/17/26 | CITY COMMENTS |

SHEET TITLE: JOINT PLAN

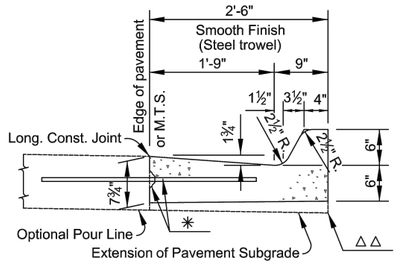
DATE: AUGUST 13, 2026

C1.5

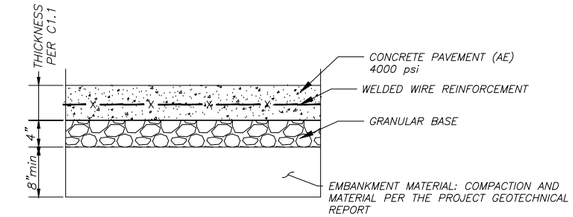
104



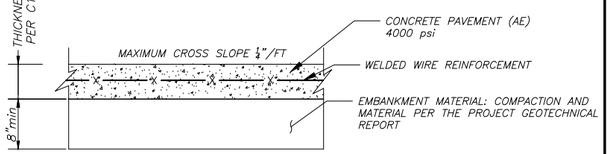

STANDARD CURB SECTION
NTS




CITY OF GARDEN CITY TYPE I CURB SECTION
NTS




CONCRETE PAVEMENT
NTS




CONCRETE SIDEWALK
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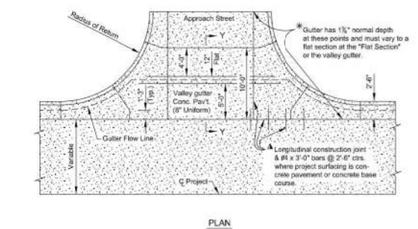
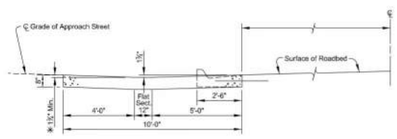



PLAN




SECTION Y-Y

½" when constructed with mountable curb & gutter

CITY OF GARDEN CITY VALLEY GUTTER DETAIL
N.T.S.

CONCRETE NOTES

A. AIR ENTRAINED (6.5%) 4000 PSI CONCRETE FOR PAVEMENT AND CURB.

B. CONCRETE SHALL CONTAIN A MIN. 6.0 SACKS (94 lb. PER SACK) PER CUBIC YARD OF CONCRETE, MAXIMUM NET WATER/CEMENT RATIO – 0.45 lb. WATER PER lb. CEMENT, and MINIMUM 50% COARSE AGGREGATE. KDOT APPROVED MIX MAY BE USED AS APPROVED BY ENGINEER.

GRANULAR BASE NOTES

A. AGGREGATE SHALL BE CLEAN CRUSHED STONE, CRUSHED SLAG, CRUSHED GRAVEL, OR CRUSHED RECLAIMED CONCRETE, MIXED WITH SUFFICIENT WATER TO ALLOW COMPACTION TO 95% STANDARD DENSITY.

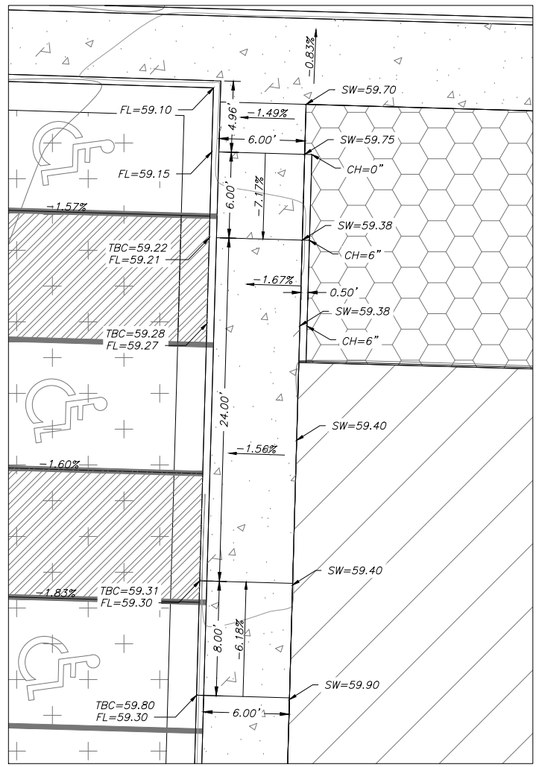
GRADATION AND PLASTICITY OF AGGREGATES FOR AGGREGATE BASE CONSTRUCTION

| TYPE | PERCENT RETAINED–SQUARE MESH SIEVES | | | | | | | | | P.I. | LIQUID LIMIT (MAX) |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | 2" | 1 ½" | 1" | ¾" | ⅜" | NO. 4 | NO. 8 | NO. 40 | NO. 200 | | |
| AB-3 | 0 | 0–5 | | 5–30 | | 35–60 | 45–70 | 60–84 | 80–92 | 1–8 | 30 |

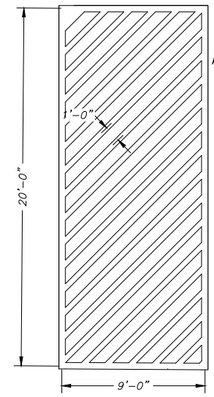
SUBGRADE NOTES

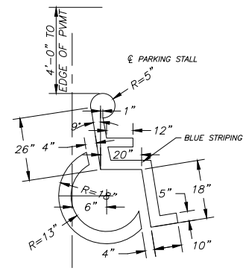
A. ALL VEGETATED AREAS MUST BE SCARIFIED 6" PRIOR TO PLACEMENT OF FILL MATERIAL. SCARIFIED MATERIAL SHALL NOT BE USED AS EMBANKMENT MATERIAL.

B. EXISTING SUBGRADE SHALL BE PROOF–ROLLED USING TANDEM AXLE TRUCKS PER KDOT STANDARDS. AREAS DEEMED UNSUITABLE BY THE ENGINEER SHALL BE REMOVED AND REPLACED WITH COMPACTED EMBANKMENT. THE EXTENTS OF REMOVAL WILL BE DETERMINED BY THE ENGINEER.




PARALLEL RAMP DETAILS
N.T.S.



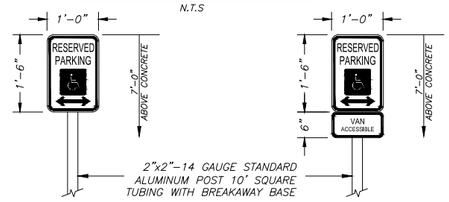




PAVEMENT MARKING SHALL BE A FAST DRYING, WATER BASED, ACRYLIC RESIN TYPE PAINT CAPABLE OF WITHSTANDING AIR AND ROADWAY TEMPERATURES WITHOUT BLEEDING, STAINING, DISCOLORING, OR DEFORMING AS MANUFACTURED BY SHERWIN WILLIAMS OR EQUAL.

THE PAINTING SHALL BE PERFORMED ONLY WHEN THE SURFACE IS DRY, WHEN THE ATMOSPHERIC TEMPERATURE IS ABOVE 50° F, AND WHEN THE WEATHER IS NOT FOGGY OR WINDY. MARKINGS WILL NOT BE APPLIED WHEN THE PAVEMENT TEMPERATURE IS GREATER THAN 110 F.

IMMEDIATELY BEFORE APPLICATION OF THE PAINT, THE SURFACE SHALL BE DRY AND FREE FROM DIRT, GREASE, OIL, LAITANCE, OR OTHER FOREIGN MATERIAL, WHICH WOULD REDUCE THE BOND BETWEEN THE PAINT AND THE PAVEMENT. THE AREA TO BE PAINTED SHALL BE CLEANED BY SWEEPING AND BLOWING OR BY OTHER METHODS AS REQUIRED TO REMOVE ALL DIRT, LAITANCE, AND LOOSE MATERIALS.

HANDICAPPED PARKING PAINTING
N.T.S




ALL NEW FLAT SHEET SIGN BLANKS SHALL BE ENGINEER GRADE OF ALUMINUM ALLOY AND 0.08" THICKNESS.

THE DESIGN DETAILS FOR SIGNS (COLOR, LETTER HEIGHT, AND LETTER SERIES) SHALL BE AS SHOWN IN THE MOST RECENT EDITION OF THE FHWA MUTCD, UNLESS OTHER DETAILS ARE SHOWN IN THE PLANS.

STANDARD ADA PARKING SIGN
N.T.S

APPROVED
CITY COPY
City of Garden City, KS
Project Number: SPGC26-32
Approved by: SR
Date: 20Oct2026
No. of Pages: 62(PLANS)
4th Submittal

2 REVISED ENTIRE SHEET

NOTE: ALL WORK ON PUBLIC INFRASTRUCTURE AND WITHIN THE PUBLIC RIGHT–OF–WAY SHALL MEET CITY OF GARDEN CITY GENERAL IMPROVEMENTS HANDBOOK 2017.

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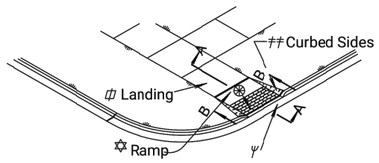
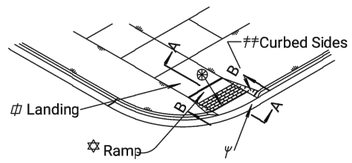
SHEET TITLE: CONSTRUCTION DETAILS

DATE: AUGUST 13, 2026

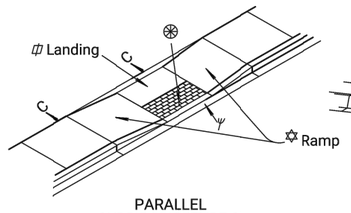
C1.6



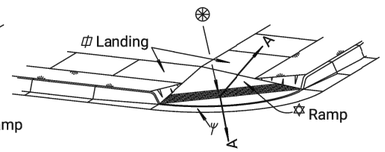

PERPENDICULAR
CURB RAMP (TYPE I)



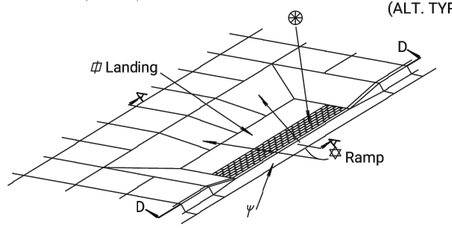

PERPENDICULAR
CURB RAMP THRU CURB RADIUS
(ALT. TYPE I )



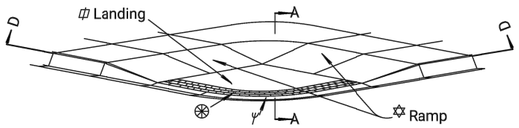

PARALLEL
CURB RAMP (TYPE 2)



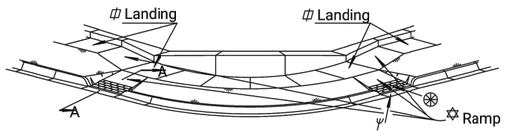

PARALLEL
CURB RAMP THRU CURB RADIUS
(ALT. TYPE 2)



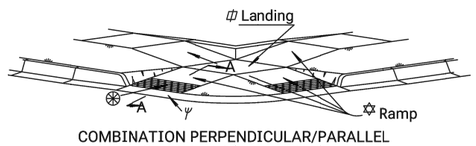

BLENDED TRANSITION
(TYPE 3)



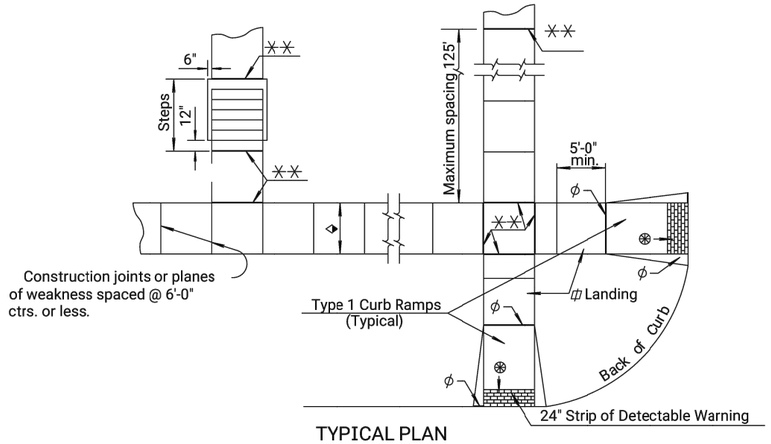

BLENDED TRANSITION
THRU CURB RADIUS (ALT. TYPE 3)




COMBINATION PERPENDICULAR/PARALLEL
CURB RAMP (TYPE 4)




COMBINATION PERPENDICULAR/PARALLEL
CURB RAMP (ALT. TYPE 4)




TYPICAL PLAN

ϕ Expansion Joint (¾" Redwood board) placed at either back of curb line, at sidewalk back of curb line, or at sidewalk line. Alternate expansion joint material may be used as approved by the Engineer.

⁂Expansion joint (¾" Redwood board) located as shown. Alternate expansion joint material may be used as approved by the Engineer.

⬙The minimum width of newly constructed sidewalk is 5'-0". Where existing conditions prohibit the use of 5'-0" wide sidewalk, 4'-0" wide sidewalk may be used. Where sidewalk width is less than 5'-0" construct 5'-0" x 5'-0" passing spaces located at 200' intervals (max) as shown in the Passing Space Detail. In general, where new sidewalk is constructed parallel or adjacent to a roadway the sidewalk running slopes will match the grade of the adjacent roadway.

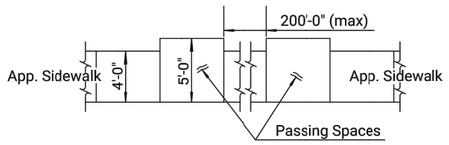
✡New construction ramp running slopes are 5% (min) to 8.3% (max). Ramp slopes for blended transitions are 5% or flatter. The maximum allowable ramp cross slope is 2% or flatter. Match the ramp width to the width of the approach sidewalk. Curb ramp lengths will vary with curb height. Curb ramp lengths are 5'-0" (min) to 15'-0" (max). All other ramp lengths are 5'-0" (min) to 30'-0" (max). Where roadway grades are relatively flat and curb ramp lengths will exceed 15'-0", ramps may be constructed in succession to tie into existing sidewalk. Maintain ramp slopes and dimensions as previously stated and install a landing between successive ramp runs.

⎅Use a landing slope of 2% or flatter. Landings are the same width as ramps and adjacent sidewalk with a length measured in the direction of the street crossing of 5'-0" (min). Landings are not required where the ramp running slope is 5% or flatter.

ψUse a counter slope of 5% or flatter at the base of curb ramps. Refer to Standard Drawing RD725A for additional curb and gutter details.

❁Detectable warning installation is typical and required on Perpendicular Ramps (Type 1), Parallel Ramps (Type 2), Blended Transitions (Type 3), median ramp crossings with widths greater than or equal to 6'-0", and other locations as shown in the plans. Install detectable warnings parallel to pedestrian travel except where otherwise shown in the plans. See Standard Drawing RD725A for additional details.

⁋⁋Use flared sides in place of curbed sides as shown in Flared Side Alt. when not located adjacent to landscaping, street furniture, chains, fencing, or railing. Curbed sides are not permitted within the pedestrian access route. See PROWAG for pedestrian access route definition.




PASSING SPACE
DETAIL




Reinforcement as in adjacent curb & gutter.

SECTION A-A




SECTION B-B

FLARED SIDE ALT.




SECTION C-C




SECTION D-D

GENERAL NOTES

Construct sidewalk and ramps in accordance with the current Public Rights of Way Accessibility Guidelines (PROWAG).

The details depicted here may not be appropriate for all locations. Construct to meet this criteria on all roadway alteration projects as defined by the Department of Justice/ Department of Transportation Joint Technical Assistance on ADA Title II Requirements. For an existing sidewalk facility where the sidewalk will be replaced, replace sidewalk in accordance with PROWAG.

Details shown on this sheet apply to newly constructed and existing sidewalk and ramps where roadway alteration projects take place. See KDOT's Standard Specifications for additional information.

Provide ramps at all corners of street intersections where there is an existing or proposed sidewalk and curb. Provide curb ramps at mid-block walk locations for hospitals, medical centers, and athletic stadiums.

Locate ramps as shown on the plans or as directed by the Engineer.

Do not place drainage structures in line with ramps except where existing drainage structures are being utilized in the new construction. Ramp locations should take precedence over the location of drainage structures. Where existing manhole access lids are located on ramps within the area of the detectable warnings and the manhole lid cannot be removed or relocated; install a lid with a detectable warning surface in accordance with PROWAG. Limit drainage across ramps where practicable.

Construct ramps with uniform grade free of sags and short grade changes.

Place ¾" Redwood expansion joints flush with the surface at a maximum spacing of 125'. Place ¾" Redwood expansion joints at sidewalk junctions, see plan details. Where sidewalk abuts a curb place ¾" Redwood board expansion joint flush with the surface.

Place ½" premolded (Type B or C) joint filler where sidewalk is parallel and adjacent to a rigid surface.

⚠ Place sidewalk shown to be constructed in back of an entrance 6" thick with welded wire mesh reinforcement. Gauge and spacing of wires are the same as entrance pavement (See Reinforcement Diagram). The bid item will be "Sidewalk Construciton" either with or without air entrainment. Macro fiber reinforcement may be substituted for welded wire. See KDOT's Standard Specifications for additional information. Slope sidewalk toward the street at 2% or flatter. Slope or depress sidewalk where necessary to fit alleys and entrances, see plans for details.

Contractor may opt to use Concrete Grade 3.0 (AE) throughout for construction of steps, but all work and materials are paid for under the bid item "Grade 3.0 Conc. (Misc.)".

All work and materials needed to construct sidewalk will be paid for under the bid item "Sidewalk Construction".

All work and materials needed to construct ramps will be paid for under the bid item "Sidewalk Ramps".

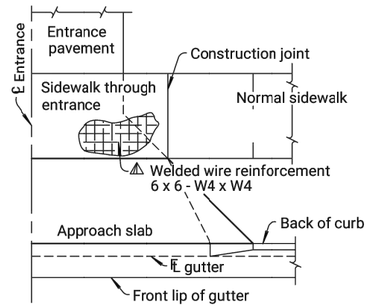
See Standard Drawing RD725A for additional information.

Ramps shall be present at each end of a crosswalk.

For handrails with steps see Standard Drawing RD725B for details.

For handrails with ramps see Standard Drawing RD725C for details.

For alley and entrance pavement see Standard Drawing RD726 for details.




REINFORCEMENT DIAGRAM
SIDEWALK THROUGH ENTRANCE

APPROVED
CITY COPY
City of Garden City, KS
Project Number: SPGC26-32
Approved by: SR
Date: 20Oct2026
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2 ADDED SHEET

106

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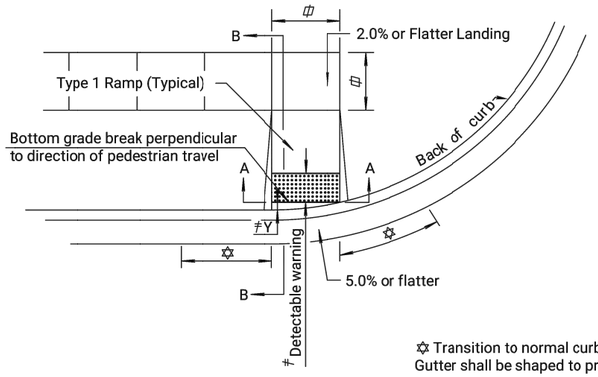
ISSUE:

| NO. | DATE | DESCRIPTION |
|---|---|---|
| 2 | 09/17/26 | CITY COMMENTS |

SHEET TITLE:
CONSTRUCTION DETAILS

DATE:
AUGUST 13, 2026

C1.7

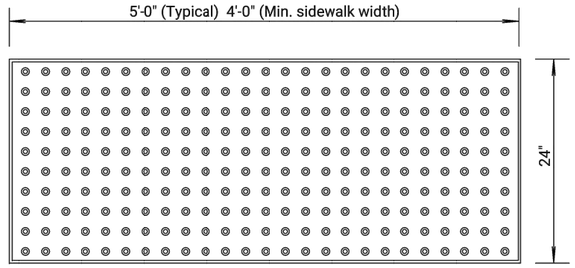



TYPICAL PLAN

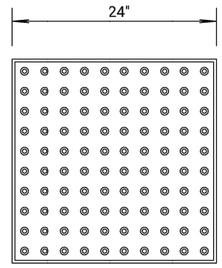
✡ Transition to normal curb and gutter section. Gutter shall be shaped to provide positive drainage.

⎅ See Standard Drawing No. RD725 for additional details.

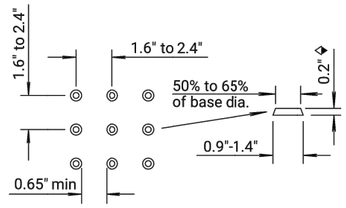
≠ When the dimension "Y" from the back of curb to the bottom ramp grade break is greater than 5'-0" or the ramp is not located through a curb radius, place detectable warning at the back of curb. Otherwise, place detectable warning at the bottom grade break as shown.



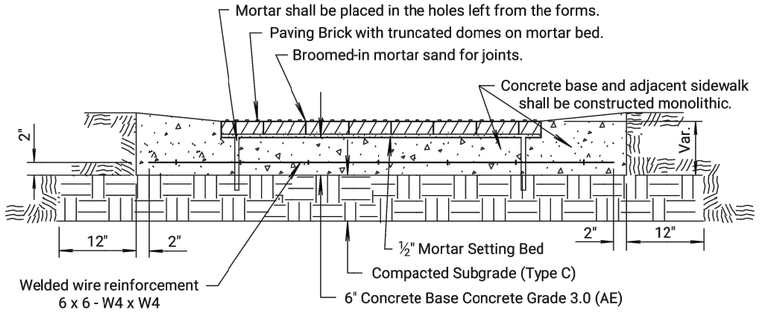

ɣ COMPOSITE PANEL with TRUNCATED DOMES




ɣ PRESTRESSED RAMP PANEL with TRUNCATED DOME SURFACE

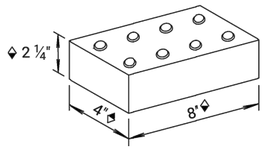



TRUNCATED DOME DIMENSIONS for SQUARE PATTERN (Parallel Alignment)

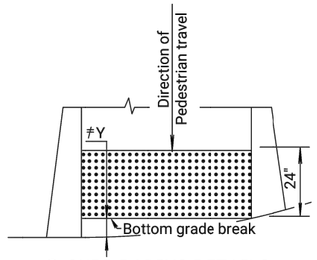



TYPICAL SECTION OF PAVER BRICK
SECTION A-A

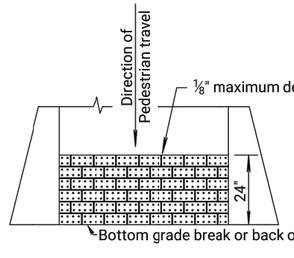
♦ These dimensions are nominal.



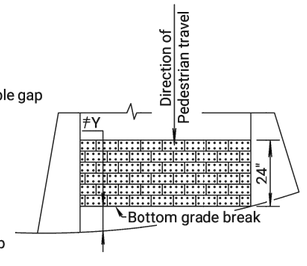

ɣ PAVER BRICK WITH TRUNCATED DOME SURFACE




⊗ CURB RADIUS DETAILS
Cut Prestressed Ramp Panels to fit.




▭ STRAIGHT CURB DETAILS

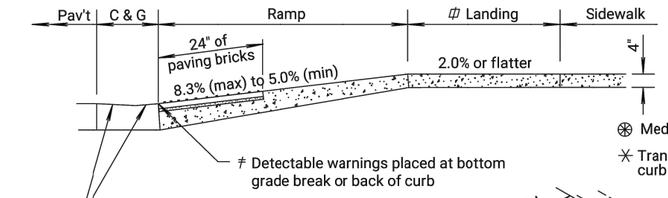



▭ CURB RADIUS DETAILS

▭ Installation shown for paving brick is running bond, use of other patterns is allowed with Engineer approval. Rotation 90° of Running Bond pattern is allowed to reduce space between bricks on curb radius installation, keep this space to a minimum. Place truncated domes on bricks in parallel alignment to pedestrian travel as shown.

⊗ Curb radius or greater than 5' ramp width will require more than one panel as approved by the Engineer. Limit number of panels installed at each site. Layouts shown are for example and may vary in the field.

ɣ Acceptable with no mixing of types within an installation.



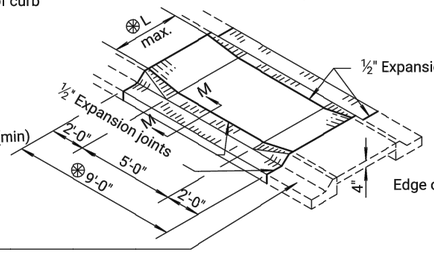

SECTION B-B

SECTION M-M

✳ Combined Curb & Gutter Type II (AE) unless shown otherwise on plans.

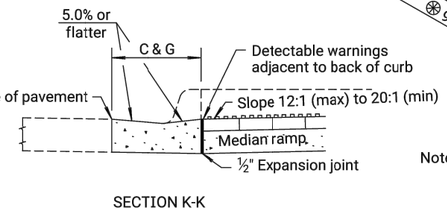
⊛ Median ramp crossing limits will be paid for as "Sidewalk Ramp."

✳ Transition Combined Curb & Gutter Type III (AE) through curb ramp as shown.

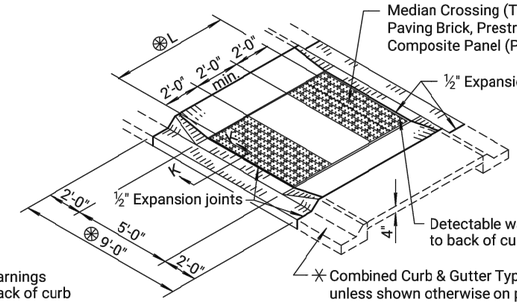



NARROW MEDIAN RAMP CROSSING
(L < 6'-0")

Note: A Median Ramp Crossing shall be constructed at Crosswalk locations. Do not install detectable warnings on narrow median ramp crossings.

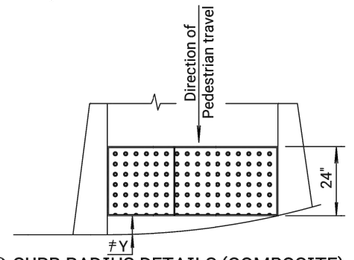



SECTION K-K




WIDE MEDIAN RAMP CROSSING
(L ≥ 6'-0")

Note: A Median Ramp Crossing shall be constructed at Crosswalk locations. Wider median islands will result in a 2' minimum gap between the detectable warning areas.




⊗ CURB RADIUS DETAILS (COMPOSITE)
Where truncated domes are placed through a curb radius, cut radius from 3'-0" long composite panel.

GENERAL NOTES

Construct sidewalk and ramps in accordance with the current Public Rights of Way Accessibility Guidelines (PROWAG).

Details depicted here may not be appropriate for all locations. Design to meet this criteria on all roadway alteration projects as defined by the Department of Justice/ Department of Transportation Joint Technical Assistance on ADA Title II Requirements. For an existing sidewalk facility where the sidewalk will be replaced, replace sidewalk according to this drawing to the maximum extent feasible.

Install detectable warning surfaces at all ramp locations unless otherwise shown. Do not install detectable warning surfaces through residential driveway crossing locations. Use Paving Brick, Prestressed or Composite Panel (Truncated Dome Surface) units that meet the requirements of the Standard Specifications and comply with PROWAG. Use a contrasting color paving brick or panel to adjacent surfaces. Where existing manhole access lids are located on ramps within the area of the detectable warnings and the manhole lid cannot be removed or relocated, install a lid with a detectable warning surface in accordance with PROWAG.

Cover the ramp width and 24" length with truncated dome surface, see examples Standard Drawing RD725 & RD725A. Saw cut (only) bricks or panels with not less than 25% of a full brick or panel installed. Place Truncated Dome Bricks or Panels to align parallel in the direction of pedestrian travel unless otherwise shown in the plans.

Prestressed or Composite Panels are installed in fresh concrete, Paver Bricks require mortar bed and mortar sand, see KDOT's Standard Specifications for information.

All work and materials needed to install detectable warnings will be paid for under the bid item "Sidewalk Ramps (Detectable Warning)".

ADDED SHEET

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CITY COPY
City of Garden City, KS
Project Number: SPGC26-32
Approved by: SR
Date: 20Oct2026
No. of Pages: 62(PLANS)
4th Submittal

ANDREW J. BRACK
KANSAS
26346
8-25-2026
KANSAS
PROFESSIONAL ENGINEER

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202520

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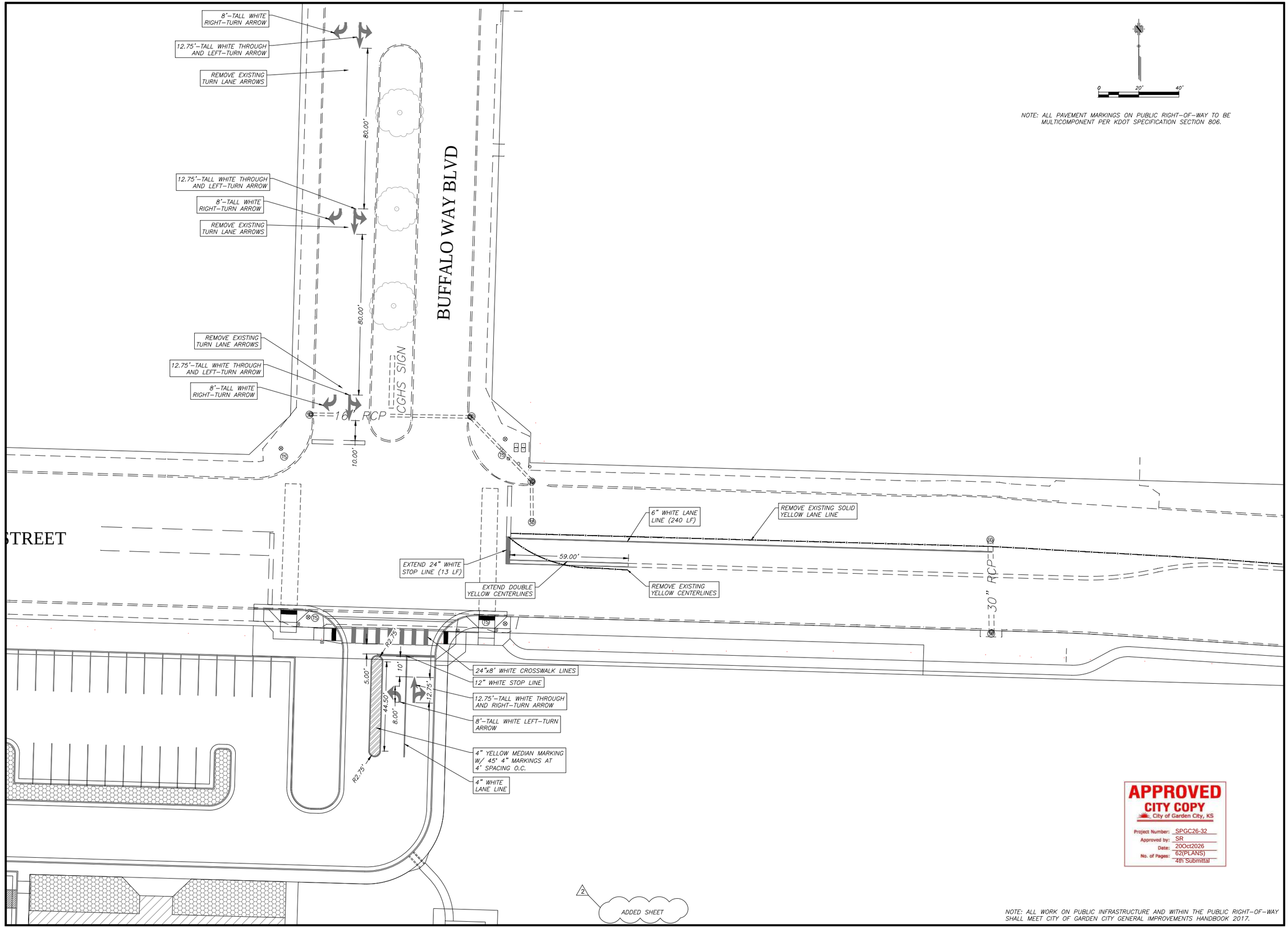
| 1 | 09/17/26 | CITY COMMENTS |

SHEET TITLE: CONSTRUCTION DETAILS

DATE: AUGUST 13, 2026

C1.8

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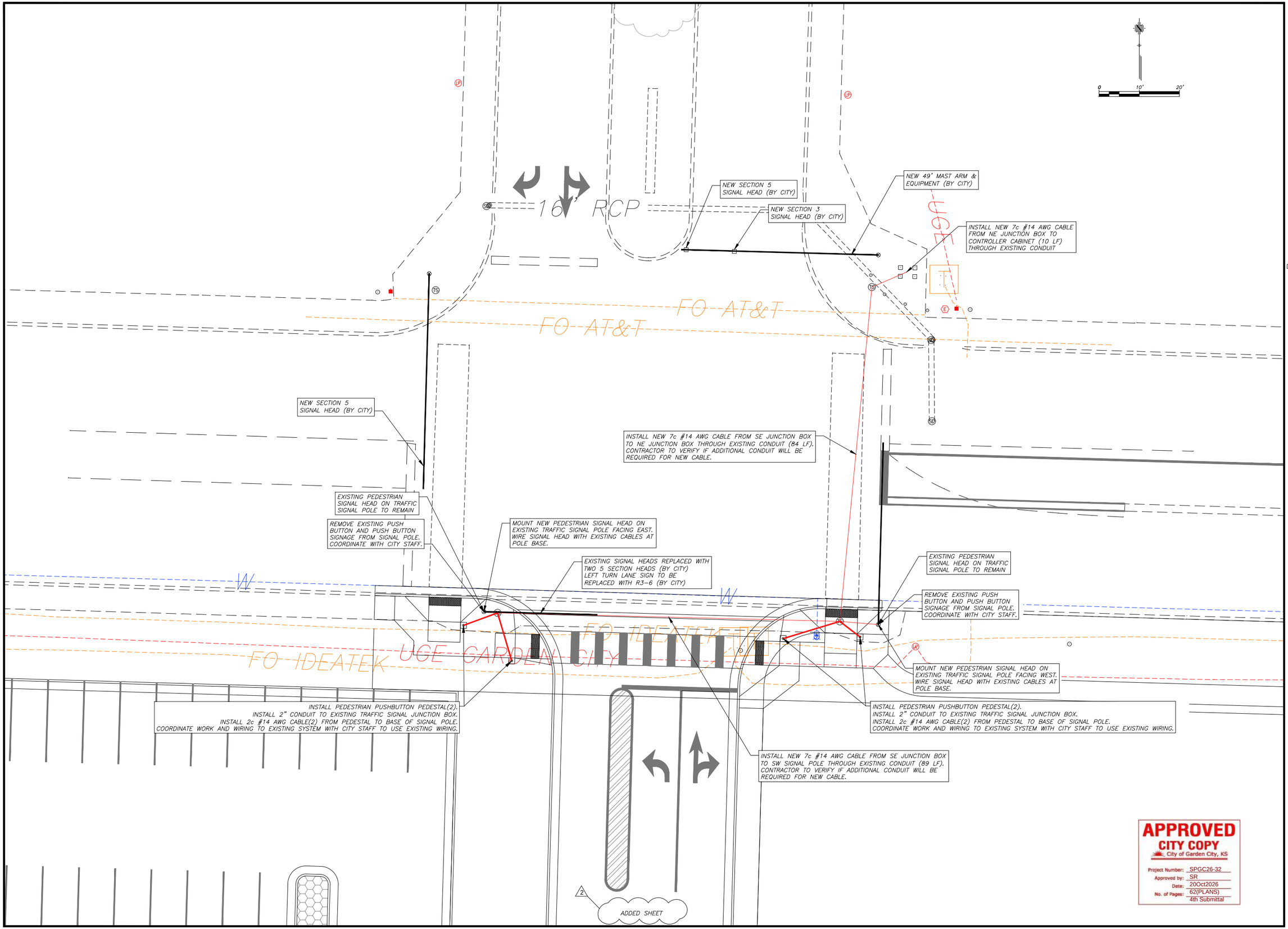
|---|---|---|
| 1 | 09/17/26 | CITY COMMENTS |

SHEET TITLE: PAVEMENT MARKING PLAN
DATE: AUGUST 13, 2026

C1.10

108




ANDREW J. BRACK
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8-25-2026
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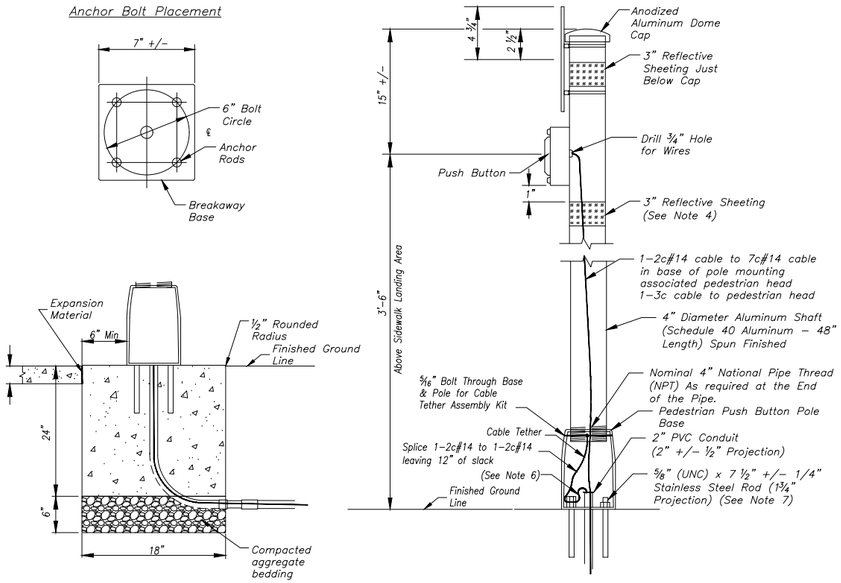
ISSUE:

| NO. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 09/17/26 | CITY COMMENTS |

SHEET TITLE: TRAFFIC SIGNAL PLAN

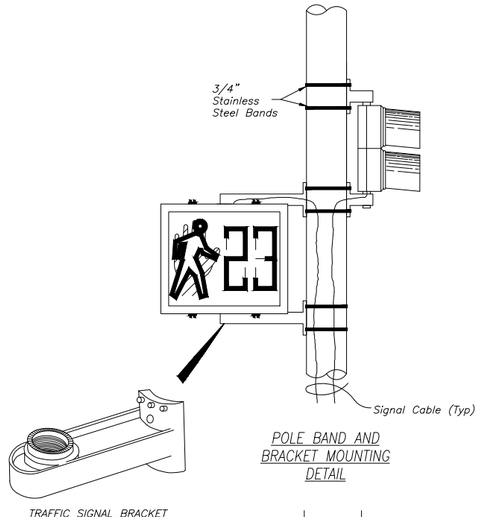
DATE: AUGUST 13, 2026

C1.11

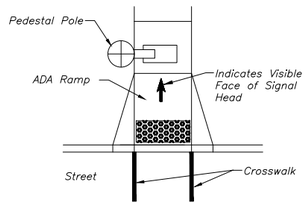



PUSHBUTTON FOUNDATION DETAIL

STANDARD PUSHBUTTON DETAIL




POLE BAND AND BRACKET MOUNTING DETAIL



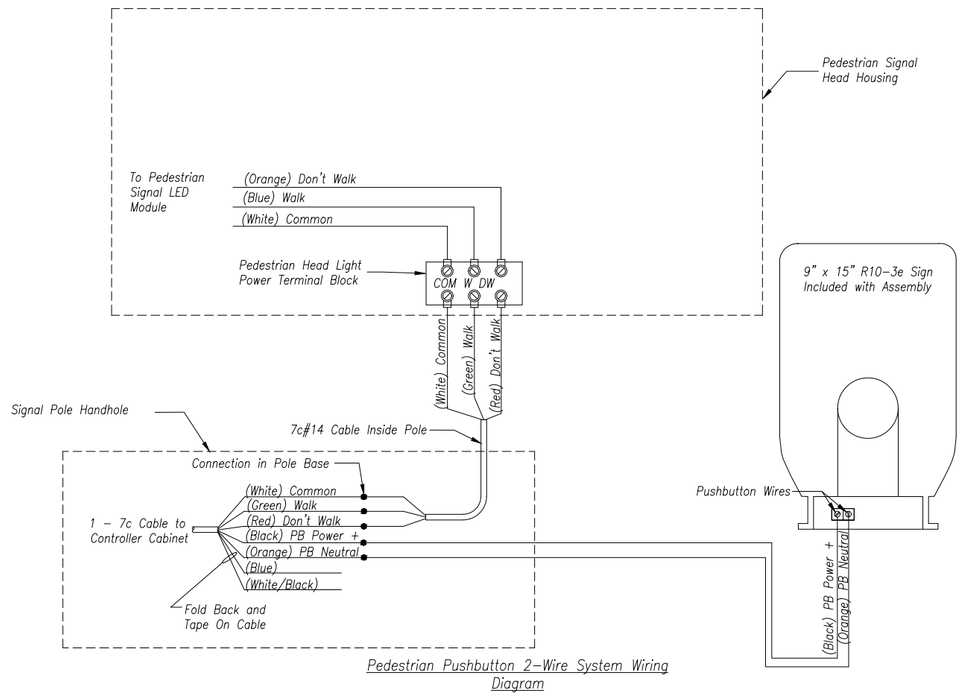

PEDESTRIAN SIGNAL HEAD ORIENTATION DETAIL

*Pushbutton Pole Notes:*

1. Screw the pole shaft tightly into the base before mounting pushbutton unit to the shaft.
2. Orient access opening on the breakaway pedestal directly below the pushbutton.
3. Plumb the push button station with stainless steel washers.
4. Install reflective sheeting on pole shaft above and below pushbutton. Use white at intersection corners and yellow in center medians.
5. Install 1-2c #14 AWG cable from the pedestrian pushbutton through the nearest service box and then to the base of the signal pole containing the associated pedestrian signal head. Splice the 7c #14 AWG for the corresponding signal head to the 1-2c #14 AWG cable from the pedestrian pushbutton in the base of the signal pole.
6. Install a 1c #10 AWG stranded ground cable from anchor rods to the ground rod at the nearest service box.
7. Use one 8 ½" stainless steel rod with a 2 ¾" bolt projection for the rod with the double nut and tether cable connection.

*Pushbutton Pole Foundation Notes:*

1. All concrete used in this work shall be $f'_c$ =4,000 psi.
2. Install the concrete pad as level as possible to minimize leveling washers.
3. An 18" diameter x 6" deep fiber forming tube may be used for the lower half of the foundation with conditions that do not allow for the hole to stand open.




Pedestrian Pushbutton 2-Wire System Wiring Diagram

*General Traffic Signal Note:*
*All traffic signal equipment shall meet KDOT specifications. TE120 series construction standard sheets, and shall be KDOT prequalified materials. Submittals/shop drawings of all equipment shall be made to the City Engineer prior to ordering.*

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NOTE: ALL WORK ON PUBLIC INFRASTRUCTURE AND WITHIN THE PUBLIC RIGHT-OF-WAY SHALL MEET CITY OF GARDEN CITY GENERAL IMPROVEMENTS HANDBOOK 2017.


ANDREW J. BRUNGARDT
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26348
8-25-2026
KANSAS
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SHEET TITLE: TRAFFIC SIGNAL DETAILS

DATE: AUGUST 13, 2026

C1.12

E MARY STREET

FO-AT&T

FO-AT&T

PNT 116
CALC SSWC MAVERIK

PNT 1236
CALC SSEC L1 B1 BUFFALO

FO-IDEATEK

FO-IDEATEK

FO-IDEATEK

W

W

W

APPROXIMATE LIGHT POLE LOCATION. COORDINATE WITH ELECTRICAL SHEETS

APPROXIMATE LIGHT POLE LOCATION. COORDINATE WITH ELECTRICAL SHEETS

APPROXIMATE LIGHT POLE LOCATION. COORDINATE WITH ELECTRICAL SHEETS

R100'

5" STORZ FREE STANDING FIRE DEPARTMENT CONNECTION FACING DRIVE

INSTALL 4" C900, DR18, CLASS 235, INTEGRAL BELL, GASKETED JOINT PVC (85 LF) W/ THRUST BLOCKING AND CLEAN BACKFILL AROUND DRAIN VALVE TO ALLOW FOR PIPE DRAINAGE WHEN NOT IN USE.

CONNECT SEWER SERVICE LINE 5'-0" FROM BUILDING W/ APPROPRIATE FITTINGS

CONNECT 6" FIRE LINE 5'-0" FROM BUILDING W/ APPROPRIATE FITTINGS

CONNECT WATER SERVICE LINE 5'-0" FROM BUILDING W/ APPROPRIATE FITTINGS

INSTALL DOUBLE CLEANOUT

INSTALL 6" C900, DR18, CLASS 235, INTEGRAL BELL, GASKETED JOINT PVC (≈130 LF) W/ THRUST BLOCKING. COORDINATE TAP AND VALVE LOCATION WITH CITY.

4" SCHEDULE 40 SANITARY SEWER AT A MINIMUM SLOPE OF ¼" PER FOOT (140 LF) @ MIN ¼" PER 1'

2" P.E. SERVICE LINE (≈130 LF) W/ 2" WATER METER. COORDINATE TAP AND METER LOCATION WITH CITY.

APPROXIMATE TRANSFORMER AND BURIED POWER LOCATION. COORDINATE LOCATION WITH ELECTRICAL SHEETS. CONTRACTOR SHALL COORDINATE LOCATION WITH CITY OF GARDEN CITY ELECTRICAL DEPARTMENT

APPROXIMATE GAS LINE LOCATION. CONTRACTOR SHALL COORDINATE BLACK HILLS ENERGY

ALLEY CLOSURE AS SHOWN ON SHEET C1.15 AND SHALL NOT EXCEED 3 DAYS. CONTRACTOR SHALL COORDINATE WITH CITY SOLID WASTE DEPARTMENT PRIOR TO CLOSURE FOR DUMPSTER EMPTYING.

APPROXIMATE LOCATION OF EXISTING 8" C900 WATER LINE

SS

SS

SS

TOP ELEV 2857.14
D=10.4'

EXISTING 8" PVC SEWER LINE

CONTRACTOR SHALL VERIFY MIN. 2' VERTICAL SEPARATION BETWEEN EXISTING WATER LINE AND SEWER SERVICE LINE

TOP ELEV 2855.11
D=9.7'

0 20' 40'

CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES, INCLUDING SERVICE CONNECTIONS AND DROPS, PRIOR TO CONSTRUCTION BY CONTACTING THE RESPECTIVE UTILITY COMPANY AND PROSPECTING. UTILITY LOCATIONS SHOWN ON THE DRAWINGS ARE NOT GUARANTEED AS TO COMPLETENESS NOR AS TO ACCURACY FOR POSITION, DEPTH, SIZE, OR TYPE OF MATERIAL. CONTRACTOR SHALL CALL KANSAS ONE CALL SYSTEM (DIG SAFE)1-800-344-7233.

| | | |
|---|---|---|
| WATER AND SEWER | | |
| | GARDEN CITY WATER AND SEWER | 620-276-1291 |
| GAS | | |
| | BLACK HILLS ENERGY COMPANY | 777-890-5554 |
| ELECTRIC | | |
| | GARDEN CITY ELECTRIC | 620-276-1290 |
| COMMUNICATIONS | | |
| | IDEATEK | 620-543-5555 |
| | PIONEER | 800-308-7536 |
| | AT&T | 620-224-2727 |

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2 REVISED ENTIRE SHEET

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| 2 | 09/17/26 | CITY COMMENTS |

SHEET TITLE: UTILITY PLAN

DATE: AUGUST 13, 2026

C1.13







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ISSUE:

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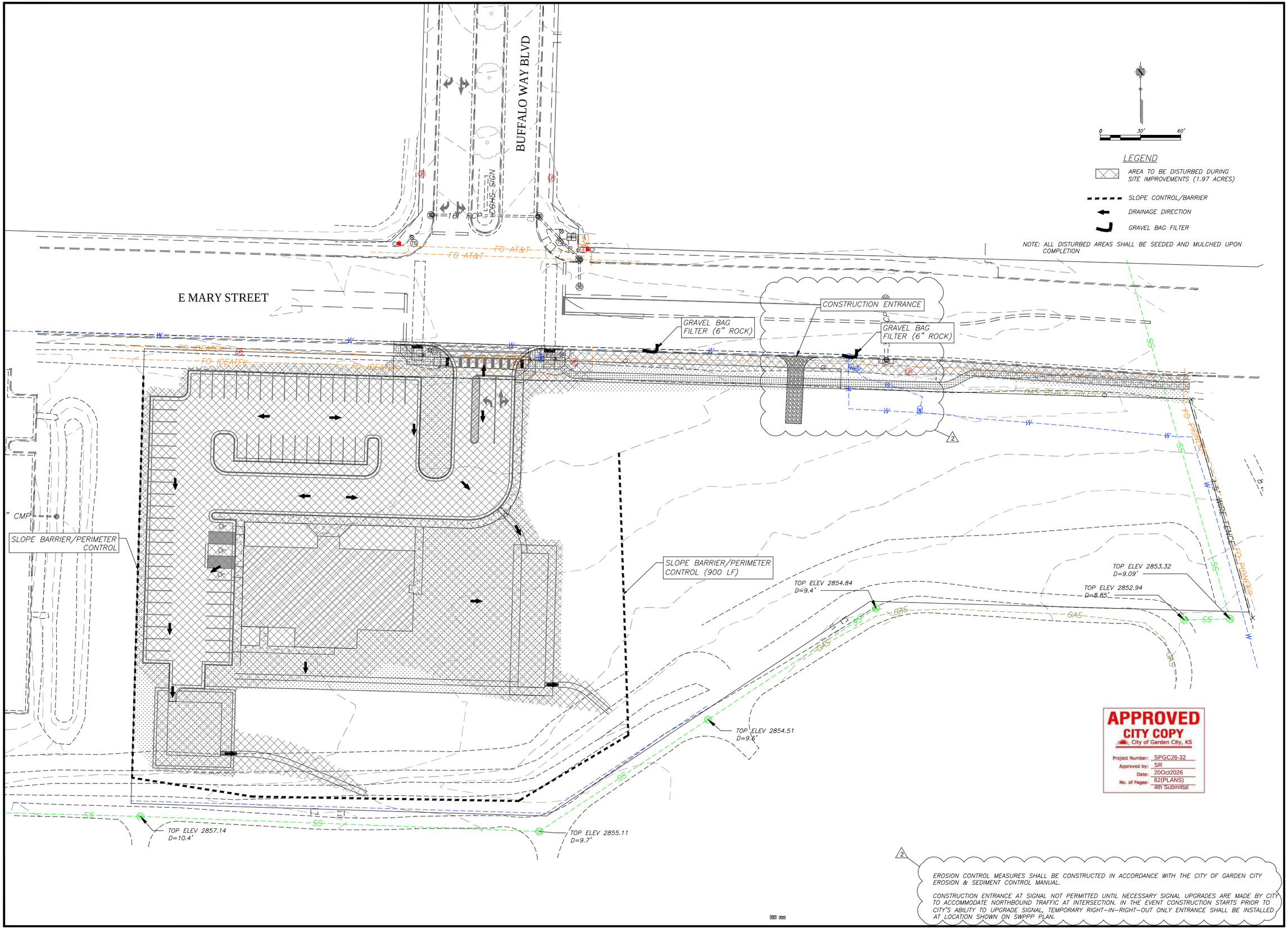
| 1 | 09/17/26 | CITY COMMENTS |

SHEET TITLE: TRAFFIC CONTROL PLAN

DATE: AUGUST 13, 2026

C1.15

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SHEET TITLE: STORMWATER POLLUTION PREVENTION PLAN

DATE: AUGUST 13, 2026

C1.16

# EXHIBIT B

## CITY ESTIMATE (CITY SIGNAL WORK)

*This Exhibit consists of this cover page plus the pages attached hereto and immediately following this cover page, the additional page count being: one (1) page.*

CITY OF GARDEN CITY
**P.O. BOX 998**
**GARDEN CITY, KS 67846**
**PH: (620) 276-1260 FAX: (620) 276-1169**

## PUBLIC WORKS DEPARTMENT - TRAFFIC DIVISION
## WORK ESTIMATE

**Location:** Mary St & Buffalo Way **NDS Project No.** SPGC26-32

**Description of Work:** Installing the Northbound arm and the new five-section and three-section signal lights for northbound, southbound, westbound to facilitate the addition of the new northbound approach.

| | Quantity | Description | Unit Cost | | Amount: |
|---|---|---|---|---|---|
| Materials | 1 | Mast arm (old stock) | $ - | ea | $0.00 |
| | 4 | 5 section traffic signal head (Gades) | $ 1,085.00 | ea | $4,340.00 |
| | 1 | 3 section traffic signal head (Gades) | $ 690.00 | ea | $690.00 |
| | 1 | Detection Camera (old stock) | $ - | ea | $0.00 |
| | 1 | Cable (Gades) | $ 1,800.00 | ea | $1,800.00 |
| | 6 | Clamps (Gades) | $ 122.00 | ea | $732.00 |
| | 1 | Materials shipping (Gades) | $ 600.00 | ea | $600.00 |
| | 3 | Flat Sheet Signs & Clamps | $ 600.00 | ea | $1,800.00 |
| | 2 | Sign Post | $ 100.00 | ea | $200.00 |
| Labor & Equipment | 4 | Gades Controller & Conflcit Monitor Setup (per hour) | $ 150.00 | hr | $600.00 |
| | 128 | Traffic Dept Manhours (4 at 32 hours each) | $ 40.00 | hr | $5,120.00 |
| | 80 | Traffic Dept. Vehicle hours | $ 50.00 | hr | $4,000.00 |
| | 4 | Elec Dept Labor Journeyman | $ 95.00 | hr | $380.00 |
| | 4 | Elec Dept Apprentice | $ 80.00 | hr | $320.00 |
| | 4 | Elec Dept Vehicle Hours (Derick) | $ 125.00 | hr | $500.00 |
| | 4 | Elec Dept Vehicle Hours (Bucket) | $ 75.00 | hr | $300.00 |

**Total Estimated Cost** $21,382.00

*Mario Saucedo*
Signature

30-Oct-26
Date

GARDEN CITY
KANSAS

**MEMORANDUM**

**TO:** City Commission
**THRU:** Matthew C. Allen, City Manager
**FROM:** Jared Kuhlmann, Finance Director
**DATE:** December 1, 2026
**RE:** 2026 Transfers to Capital Improvement Reserve

---

**ISSUE:**
The Governing Body is asked to consider and approve year end transfers from the General Fund (#100) to the Capital Improvement Reserve (#302) for selected 2026 programs, capital projects and equipment purchases not completed by year's end.

**BACKGROUND:**
City Departments operate on an annual budget that is approved in September for the upcoming year. These budgets include projects, equipment and program expenses which relate to those departments. If these expenditures are not completed in the current budget year, the funds set aside would become unanticipated cash carry-over heading into the next year. Due to unforeseen circumstances there are times when departments are unable to complete what has been set out for them nearly eighteen months earlier. It is recognized that these projects, programs and capital are an important part of the department's budget so instead of waiting for another budget cycle, the Commission has the opportunity each year to consider a transfer of the money into the Capital Improvement Reserve funds. From here, it can be spent for its intended purpose in a subsequent year.

The attached schedule of transfers is proposed for 2026.

**ALTERNATIVES:**
1. The Governing Body may approve transferring the funds from the current year to the Capital Improvement Reserve as presented.
2. The Governing Body may approve transferring the funds from the current year to the Capital Improvement Reserve with modifications to what is presented.
3. The Governing Body may not approve the transfer of the funds.

**RECOMMENDATION:**
Staff recommends the Governing Body approve transferring from the current year to the Capital Improvement Reserve as presented.

**FISCAL NOTE:**
The 2026 transfers from the General Fund total $868,950.

**ATTACHMENTS:**
2026 Transfers to Capital Improvement Reserve

**2026 Transfers to Capital Improvement Reserve**
**Fund #302**

| DEPARTMENT | PROJECT | ORIGINAL BUDGET ACCOUNT CODE | TRANSFER ACCOUNT CODE | TRANSFER AMOUNT |
|---|---|---|---|---|
| *Police* | | | | |
| Repair-Buildings | Needs Assessment for Dispatch, Shop Roof | 10021101-5471 | 10021101-7006 | $ 70,000.00 |
| Telephone | Spyglass Installments | 10021101-5577 | 10021101-7006 | $ 39,000.00 |
| Vehicle Tow Charges | Fence Impound Lot | 10021101-5591 | 10021101-7006 | $ 23,000.00 |
| New Equipment-Vehicle | 1210 Fleming | 10021101-6514 | 10021101-7006 | $ 65,000.00 |
| New Equipment-Other | Radios, Mobile Command Outfitting-Computers | 10021101-6520 | 10021101-7006 | $ 208,000.00 |
| Repair-Buildings | 1210 Fleming/Fence & Shop Roof | 10021212-5471 | 10021212-5471 | $ 29,000.00 |
| Repair-Equipment | 1210 Fleming | 10021212-5474 | 10021215-7006 | $ 35,000.00 |
| Uniform Expense | Vest and Vest Carriers | 10021212-5581 | 10021214-7006 | $ 20,000.00 |
| | | | | |
| *Fire* | | | | |
| Uniforms | Brass and Badges | 10024102-5581 | 10024102-7006 | $ 3,300.00 |
| New Equipment-PPE | Gloves and Firefighter Hoods | 10024102-6535 | 10024102-7006 | $ 3,000.00 |
| | | | | |
| *Parks* | | | | |
| Repair Grounds | Concrete and Turf at Skate Park | 10031311-5475 | 10031311-7006 | $ 33,150.00 |
| | | | | |
| *Zoo* | | | | |
| Maintenance - Zoo Improvement | Renovation of Conservation Plaza | 10033103-6561 | 10033103-7006 | $ 8,000.00 |
| Maintenance - Zoo Improvement | Storage Building | 10033103-6561 | 10033103-7006 | $ 63,000.00 |
| Animal Care - Building and Grounds | Replace Galvanized Water Line | 10033331-6671 | 10033331-7006 | $ 3,000.00 |
| | | | | |
| *Recreation* | | | | |
| New Equipment - Other | Windows for Recreation Building | 10035102-6520 | 10035102-7006 | $ 20,500.00 |
| Repair - Buildings | Trolley and Hoist Lift | 10035351-5471 | 10035351-7006 | $ 8,000.00 |
| Supplies-Operations | Pool Chairs and Loungers | 10035351-5812 | 10035351-7006 | $ 14,100.00 |
| Building Improvement | Future Capital Expenditures | 10035351-6242 | 10035351-7006 | $ 9,900.00 |
| Aquatic Facility | Future Capital Expenditures | 10035351-6721 | 10035351-7006 | $ 30,000.00 |
| New Equipment - Other | Volleyball Standards and Gymnastics Vault Table | 10035353-6520 | 10035353-7006 | $ 16,000.00 |
| Repair - Buildings | Metal Sheets on Walls in Free Weight Room | 10035354-5471 | 10035354-7006 | $ 5,000.00 |
| Supplies-Operations | Surveillance Cameras | 10035354-5812 | 10035354-7006 | $ 7,000.00 |
| New Equipment - Other | Surveillance Cameras | 10035354-6520 | 10035354-7006 | $ 6,000.00 |
| | | | | |
| *Capital Improvement* | | | | |
| Development Incentives | Future Funds | 10077171-6135 | 10077171-7006 | $ 100,000.00 |
| Facilities Maintenance | CAC Remodel | 10077171-6285 | 10077171-7006 | $ 50,000.00 |
| | | | | |
| | | | | |
| **TOTAL 2026 TRANSFERS** | | | | **$ 868,950.00** |

GARDEN CITY
— KANSAS —

**MEMORANDUM**

**TO:** City Commission
**THRU:** Matthew C. Allen, City Manager
**FROM:** Jennifer V. Cunningham, City Attorney and City Project Manager
**DATE:** December 1, 2026
**RE:** Selection of Executive Search Firm for City Manager Recruitment

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**ISSUE:**
The Governing Body is asked to consider and select on of the five executive search firms interviewed this morning to conduct the recruitment for the City's next City Manager.

1. Colin Baenziger & Associations
2. Government Professional Solutions, LLC
3. MGT Impact Solutions, LLC
4. Raftelis Financial Consultants, Inc.
5. Strategic Government Resources

**BACKGROUND:**
The City received seven proposals in response to the RFP. On November 17, 2026, the Commission reviewed the written proposals and each Commissioner's written proposal scores, remove two firms from consideration for not meeting the RFP's minimum qualifications, and invited the remaining five firms to interview. Each firm submitted a supplemental written response by November 4, 2026, and the Commission interviewed all five firms this morning.

**Combined Scores**
Under Section 11 of the RFP, each Commissioner scored the written proposals on a 100-point evaluation matrix. Under Section 12, each Commissioner scored each interview on a 50-point scale. Each Commissioner's interview score for a firm is added to that Commissioner's written score for the same firm, for a combined total of up to 150 points. The written scores are recorded as submitted; the evaluation criteria and point values were fixed by the RFP and have not been changed.

The combined score tabulation, showing each firm's written score, interview score, and combined total, will be distributed at the meeting.

Section 11 provides that the scores are tools to assist the Commission. The Commission retains sole authority to select the proposer it determines is most advantageous to the City.

**Commission Discussion**
Before a motion is made, the Mayor will lead a discussion of the combined scores. The purpose is to give each Commissioner the opportunity to explain his or her evaluation, and to give the public a clear understanding of the reasons for the Commission's decision. The discussion is expected to address how well each firm's process would involve City staff and the community, the rigor of tis

finalist assessment process, transparency and the handling of candidate information under Kansas law, Spanish-language engagement, cost and value, and the replacement guarantee and contract terms.

**ALTERNATIVES:**

1. The Governing Body may select the firm with the highest combined score. Direct the City Attorney to issue a notice of intended award and to negotiate a professional services agreement for approval on December 15, 2026.
2. The Governing Body may select a different interviewed firm. The Commission may select another firm it determines is most advantageous to the City. If it does, the Commission should state its reason on the record.
3. The Governing Body may defer selection. Under Section14 of the RFP, the Commission may request further clarification or best and final offers from one or more firms before selecting. This would delay the start of the recruitment.

**RECOMMENDATION:**

After discussion of the combined scores, staff recommends that the Commission select one firm by motion and direct the City Attorney to issue a notice of intended award and to negotiate a professional services agreement.

Suggested motion: "I move that the Commission select _____ to provide executive recruitment services for the City Manager search, and direct the City Attorney to issue a notice of intended award and to present a professional services agreement consistent with Section 15 of the RFP for approval at the December 15, 2026 meeting.

**FISCAL NOTE:**

The City has not established a budget or not-to-exceed amount for this engagement (Addendum No. 1, Response 4). The estimated cost of each proposal, as submitted, is shown below. These amounts will be updates to reflect any cost information provided in the firms' supplemental responses.

| Firm | Estimated Total Cost | Notes |
|---|---|---|
| Colin Baenziger & Associates | $34,500 | Fixed, all-inclusive |
| Government Professional Solutions | $24,500 | Fixed, all-inclusive |
| MGT Impact Solutions | $33,000 | $36,500 with community survey |
| Raftelis | $49,000 | Up to $54,000 with three on-site visits |
| Strategic Government Resources | $48,250 | Plus a third on-site visit |

In addition, under every proposal the City will pay finalist travel, lodging, and meals, and the cost of any optional services the Commission elects. The Finance Department will indentify the funding source before the professional services agreement is presented for approval.

GARDEN CITY
KANSAS

**MEMORANDUM**

**TO:** City Commission
**THRU:** Matthew C. Allen, City Manager
**FROM:** Danielle B. Burke, Deputy City Manager
**DATE:** December 1, 2026
**RE:** 2027 Southwest Kansas Coalition Legislative Agenda

---

**ISSUE:**
The Governing Body is asked to consider and approve the 2027 Southwest Kansas Coalition Legislative Agenda.

**BACKGROUND:**
On October 22, 2026, the member agencies (City of Dodge City, City of Garden City, City of Liberal) met to discuss the 2027 legislative agenda. As a result, the following changes have been proposed:

- Add a section regarding State Licensing
- Modify the Air Transportation language
- Modify the Immigration language
- Modify the Taxation language

**ALTERNATIVES:**

1. The Governing Body may approve the 2027 Southwest Kansas Coalition Legislative Agenda as presented.
2. The Governing Body may not approve the 2027 Southwest Kansas Coalition Legislative Agenda as presented and provide staff with alternative direction.

**RECOMMENDATION:**
Staff recommends the Governing Body approve the 2027 Southwest Kansas Coalition Legislative Agenda as presented.

**FISCAL NOTE:**
There is no fiscal impact.

**ATTACHMENTS:**
2027 SKC Legislative Agenda

# About SKC

The Cities of Dodge City, Garden City, and Liberal formed the Southwest Kansas Coalition (SKC) to collectively and actively participate in issues impacting the region. SKC was formed to advocate that Southwest Kansas should be consistently and thoughtfully considered in state and federal level decisions, particularly when such decisions regard issues of importance to region residents. The City of Hays joined the organization as an associate member, as many of the issues important to SKC are important to all of western Kansas. SKC is profoundly dedicated to the principle of the home rule, which is mostly described as local elected officials making local government decisions. The Coalition believes in rigorous discussion and collective agreement, insofar as such discussion and agreement continually result in a workable and attainable core agenda.

GARDEN CITY KANSAS

CITY OF Dodge City KANSAS

CITY OF LIBERAL KANSAS

## 2027 Southwest Kansas Coalition

# LEGISLATIVE AGENDA

## Annexation

The ability of cities to grow is inherent to the ultimate success of annexation powers as they are currently established in state statutes. The current statutory framework was amended in 2011 to balance the interests of cities and those in areas to be annexed. Further amendment would shift this balance in a way that would impede orderly growth. Therefore, SKC opposes any change that limits the authority of cities to grow through annexation.

## Health Care and Access to Services

The obstacles faced by health care providers and patients in rural areas are vastly different than those in urban areas. Rural communities face significant health challenges primarily due to access to health services and a severe lack of healthcare providers, meaning residents often have limited access to basic medical care, struggle to reach specialists, and may need to travel long distances to receive treatment.

Rural hospitals strive to provide their patients with the highest quality of care while simultaneously tackling the unique challenges of their often-remote location, small size, limited workforce, and constrained financial resources. Low patient volumes make it difficult for these organizations to manage the high fixed costs associated with operating a hospital, making them financially vulnerable to policy and market changes, and to Medicare and Medicaid payment cuts.

To enhance the health and well-being of individuals and communities, SKC supports eliminating barriers that limit provider capacity and patient access to critical health services and telemedicine technologies. SKC encourages increased funding for mental health programs including funding for community mental health centers and additional bed space for patients with mental health needs. Furthermore, additional training and support services for first responders are key to addressing these challenges on a local level to better support those on the front lines of the crisis.

## Education

An adequate and stable workforce is essential to maintaining and growing the economy of southwest Kansas. Therefore, SKC believes in establishing educational opportunities for regional residents. Such opportunities include but are not limited to, specialized training programs and higher educational degree programs. To meet these educational goals, the Coalition wishes to maintain adequate funding to allow for the growth and advancement of educational programs in K - 12 as well as postsecondary and graduate degrees. Additionally, SKC supports adequate funding for all Kansas Board of Regents institutions.

Southwest Kansas is the only quadrant of the state without a four-year public university. In order to bridge this gap and to provide a stronger higher education presence in our region, a University Center has been established to offer bachelor's and master's level programs to meet the demands of the workforce with an initial focus on healthcare services. Students will obtain their first two years of education and their associate's degree through one of the region's community colleges and then have the opportunity to finish their bachelor's or advanced degree through the University Center. Headquartered in Dodge City, students across the region have access to programs through a blended mixed-class format with some face-to-face classroom time in addition to web-based offerings. SKC strongly supports community colleges as they provide the opportunity to "Grow Our Own" which is extremely critical to the long-term success of our regional workforce and the state of Kansas.

## Water

SKC cities advocate for all of their citizens to have access to clean, safe, and affordable water. The State of Kansas has recognized that water is protected for the use and benefit of the citizens of Kansas. Water is the preeminent natural resource that provides for the economic growth and viability of our communities. SKC supports policies that expand the use of State Revolving Loan Funds and Debt Forgiveness programs to assist communities in pursuing infrastructure investments to ensure a safe water supply that addresses quality requirements, and resiliency and improves resource conservation.

SKC cities also wish to project a unified voice in water resource use decisions at the State and Federal levels. This engagement also includes involvement with River Advisory Communities (RACs) and Groundwater Management Districts (GMDs) to benefit municipal customers as partners in the rural economy through conservation and use strategies with municipal, agricultural, and industrial partners supporting the long-term socialand economic health of Southwest Kansas.

## Immigration

Immigrant and refugee labor is vital to the southwest Kansas economy. SKC believes in legal immigration. Therefore, SKC believes the Kansas Legislature and the United States Congress should approach the immigration issue in a sensible way. For SKC, a sensible approach is an approach built on three essential foundations: 1) all immigration legislation is tempered with an understanding of such legislation's economic impact for companies employing immigrants; 2) a recognition that immigrants living in SKC member cities require a reduction in time and distance barriers between the individual and his or her pursuance of legal status; and 3) a recognition that SKC member-cities require additional resources to integrate immigrants into the community. SKC advocates for streamlining processes and programs that help immigrants keep and maintain legal status.

In addition, the SKC requests that the United States Citizenship and Immigration Services (USCIS) give serious consideration to opening a field office in Southwest Kansas where services are desperately needed. To help address this issue in the meantime, we request an increase in the frequency of USCIS mobile services in Southwest Kansas as follows:

- Provide at least monthly mobile service visits to SKC member cities.
- Provide full services (biometrics, interviews, etc.) during each visit.
- SKC member cities will continue to provide support staff, designated space (rent-free), and technology.
- Increased frequency of naturalization ceremonies.

Lastly, the SKC strongly believes that the United States Congress should engage to deliver bipartisan legislation that provides a permanent solution for recipients of the Deferred Action for Childhood Arrivals (DACA) program. Such legislation should include a pathway to citizenship within a reasonable time frame. Additionally, the filing window for renewal should align with reasonable processing times to minimize disruptions to DACA recipients.

## Childcare

The current childcare system is failing both families and communities across Kansas. The supply of childcare has been on the decline for years, disproportionately affecting certain families, including those who work nontraditional hours; live in rural communities; have an infant or toddler, or child with special needs; or are immigrants. SKC supports creating a regulatory environment that supports rather than impedes the creation of more childcare facilities. In addition, to adapt to the regulatory environment, SKC supports additional funding to those facilities attempting to meet the requirements and close the gap between children without childcare. This issue impacts economic development, employers, and the future of our region.

## Taxes

Cities are important partners in creating jobs, reviving the economy, delivering vital services, and providing quality of life. City leaders should be included in legislative discussions about restructuring the Kansas tax system and any modifications must avoid shifting additional financial burdens to local governments. Additionally, SKC cities realize there is a large reliance on property taxes to fund local and state government. All property taxing authorities should be equally transparent and have to abide by the same limitations, restrictions, and requirements. Additional transparency measures should not be burdensome or costly. Any limitations placed on cities' abilities to levy property taxes should bear in mind the likely service reduction impacts these changes will have on cities of varying sizes with different revenue streams. The collection of sales and use of tax legislation should not preempt state and local sales and use tax authority. Should federal legislation allow for the state imposition of such taxes, we support the distribution of those funds to cities and counties using an equitable formula. Kansas should continue to participate in the Streamlined Sales Tax Project. SKC opposes the removal of sales exemptions for Kansas Municipalities.

## Historic Preservation

The State Historic Rehabilitation Tax Credit Program and the Heritage Trust Fund assist communities in maintaining and/or preserving their historic buildings. It also serves as a critical resource for economic development and provides valuable private investment that preserves our history and heritage not only for today but for future generations. SKC supports maintaining and enhancing the State Historic Rehabilitation Tax Credit program and Historic Preservation Grants. Such programs assist communities in restoring their historic buildings and serve as a critical resource for economic development and job creation. Without such gap assistance, many if not all redevelopment plans would be impossible to fulfill. These credits and grants provide valuable private investment that preserves our history and heritage not only for today but for future generations.

Heritage Trust Fund: The Heritage Trust Fund grant program is a state-funded grant program awarded annually since 1990 to Register-listed properties statewide. Heritage Trust Fund funding is collected by county Registers of Deed from document filing fees and transmitted to the state quarterly. Approximately $1 million is available annually, but it is typically 3 to 4 times that amount requested. SKC advocates supplementing the Heritage Trust Fund to provide more funding for historic downtowns and commercial properties.

## Air Transportation

Federal funding for passenger air service is vital to the economic stability, growth, and accessibility of Southwest Kansas. The Essential Air Service (EAS) Program provides rural communities with critical connections to major airline hubs and the national air transportation system. Continued Congressional funding and preservation of rural EAS eligibility are essential to sustaining reliable commercial passenger service throughout the region.

Federal policies must recognize the unique challenges facing rural air service, including limited passenger volumes, increasing airline operating costs, pilot availability, and geographic isolation. EAS subsidy limitations and passenger requirements should account for these challenges while promoting dependable flight schedules, improved airline connectivity, and accountability for service reliability.

Maintaining aviation safety while strengthening the regional pilot and air traffic controller workforce remains a priority. Continued evaluation of Federal Aviation Administration (FAA) certification requirements, including FAA-approved classroom instruction, advanced training simulations, competency-based training, and structured training programs, can expand opportunities for qualified pilots and air traffic controllers without compromising aviation safety.

Continued and uninterrupted funding of the FAA and Airport Improvement Program (AIP) is essential to maintaining safe and efficient airport infrastructure. Federal investment in runways, taxiways, airfield lighting, terminal construction and modernization, aircraft rescue and firefighting equipment, snow removal equipment, and other critical facilities is necessary to address aging infrastructure and future aviation needs.

Maintaining federal participation for eligible rural airport infrastructure projects, protecting airport entitlement funding, and providing greater flexibility in grant eligibility are important to addressing rising construction costs and limited local resources. Fluctuations in annual passenger enplanements should not unnecessarily jeopardize federal funding for essential airport improvements. The 95% share was for a limited time, and it goes back to 90% for FY2027. If the county is federally determined to be economically disadvantaged, then a 95% match would occur.

Continued investment in regional air service development programs, including the Small Community Air Service Development Program (SCASDP), is important to attracting and maintaining commercial passenger service. Adequate FAA staffing, timely grant administration, and streamlined regulatory reviews are also necessary to prevent delays in airport improvement projects.

Reliable commercial air service and continued airport investment are essential to business recruitment, healthcare access, tourism, workforce development, and the economic competitiveness of Southwest Kansas. Federal and state cooperation remains critical to preserving and strengthening the region's aviation infrastructure and passenger air service.

## Rail Transportation

SKC supports enhanced passenger and freight rail service in Kansas. In particular, the Coalition strongly supports the improvement, preservation, and reinvestmentof Amtrak passenger rail service along the Southwest Chief line, which operates between Chicago and Los Angeles. SKC encourages State and Federal funding to preserve this needed transportation link to access the southwestern region of the State. Passenger ridership along this sectionof the Southwest Chief steadily increases as more Kansans take advantage of the convenience of passenger rail transportation.

## Highway Transportation

State and Federal transportation dollars should be spenton adequate and equitable transportation infrastructure in all of Kansas. Transportation infrastructure is vital to our local, state, and country's economy, individuals' safety, and our nation's defense The City-County Highway Fund is essential to maintaining local roads and bridges and should befully funded and not be diverted for other purposes. SKC also advocates for the planning of divided Highways 54, 50/400, and 83, as IKE projects.

## Home Rule

Consistent with the Home Rule Amendment of the Kansas Constitution approved by voters, SKC supports local elected officials making decisions for their communities, particularly tax and revenue decisions. Self-governance by locally elected officials must be preserved to ensure that local issues are handled at the level of government closest to the citizens that they represent.

## Consideration of Adding Statewide Licensing Under Home Rule

The Southwest Kansas Coalition (SKC) recognizes that statewide contractor licensing may be considered again during the next legislative session. Should such legislation move forward, SKC encourages a collaborative approach that includes building officials, licensing administrators, contractors, tradespeople, and local elected officials in the development and implementation of the system. SKC supports continued engagement with the Statewide Contractor Licensing Stakeholders group, led by the Heart of America ICC Chapter, Johnson County Licensing, and MABCD, to develop a framework that meets the State's objectives while preserving meaningful local input.

## Building and Fire Codes

Longstanding practice in Kansas has allowed cities to administer and approve internationally accepted building and fire safety codes and conduct plan reviews and inspections based on those adopted codes. SKC opposes any measure to preempt local building codes and opposes any deviation from this practice or any legislative changes that would erode local boards and governing bodies from making amendments to these adopted codes.

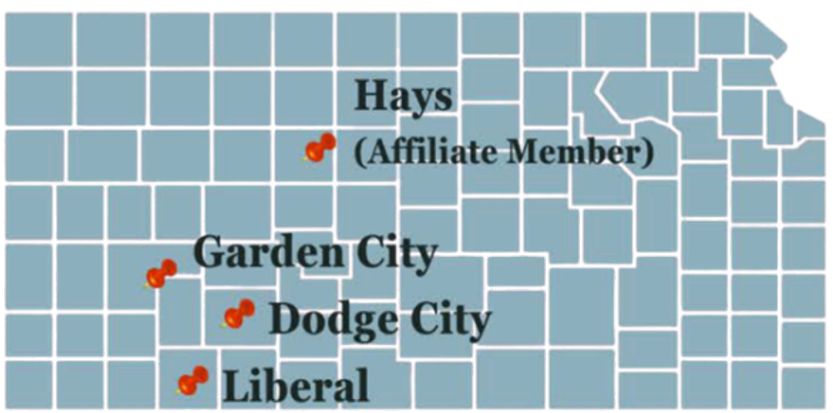
# Contacts


Danielle Burke
*Interim City Manager*
City of Garden City
301 N. 8th Street
Garden City, KS 67846
(620) 276-1160

Scarlette Diseker
*City Manager*
City of Liberal
324 N. Kansas Avenue
Liberal, KS 67901
(620) 626-2201

Nick Hernandez
*City Manager*
City of Dodge City
806 N. 2nd Avenue
Dodge City, KS 67801
(620) 225-8100


# Southwest Kansas Coalition



GARDEN CITY
KANSAS

**MEMORANDUM**

**TO:** City Commission
**THRU:** Matthew C. Allen, City Manager
**FROM:** Jose Chan - Director of Electric Operations
**DATE:** December 1, 2026
**RE:** Purchase of electric revenue meters

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**ISSUE:**
The Governing Body is asked to consider and approve the purchase of 360 single-phase electric revenue meters from Core & Main for the amount of $88,154.09.

**BACKGROUND:**
On November 11, 2026, staff requested a quote from Core & Main for 360 Form 2S Remote-disconnect (RD) single-phase electric revenue meters.

Core & Main is the sole-source provider of Stratus IQ+ RD meters compatible with the City of Garden City's existing Sensus Radio communication network. Stratus meters are the only meters recognized by the Sensus system that support Enhanced Supervisory Message (ESM) technology, which enables City staff to retrieve detailed load profile data from single-phase meters across multiple registers, including kilowatt-hours (kWh) and reverse kilowatt-hours. This capability is essential for monitoring and accurately billing customer-owned solar generation accounts.

Currently, approximately 3,800 of the City's 11,200 residential Form 2S electric meters lack remote disconnect capability. Replacing all non-RD meters with RD-enabled meters by 2035 is a key department objective. While the purchase of 360 meters will not fully meet the goal, staff plans to increase meter purchases to approximately 475 units in 2028 following anticipated electric rate adjustment. RD meters are a critical component of the Advanced Metering Infrastructure (AMI) system and enable remote connection and disconnection of electric service without requiring a field technician to visit the service location. Even with this purchase, sufficient funding remains in the 2027 proposed meter line item to support the acquisition of additional polyphase meters for commercial and industrial services, as well as meters for new residential and commercial development throughout the year.

The Electric Department plans to install these RD meters throughout 2027 as part of its ongoing AMI modernization program and long-term meter replacement strategy. The continued deployment of RD meters will reduce operating costs, enhance employee safety, improve operational efficiency, and provide customers with faster service activations, including near-immediate electric service connections for new tenants. This modernization effort supports the City's long-term commitment to increasing system reliability, improving customer service, and maximizing operational effectiveness throughout the electric utility.

| Core & Main | Quantity | Price per Unit | Subtotal | Tax Amount | Total Amount |
|---|---|---|---|---|---|
| Form 2S RD Meters | 360 | 223.73 | $80,542.80 | $7,611.29 | $88,154.09 |

**ALTERNATIVES:**

1. The Governing Body may choose to approve the purchase of the electric revenue meters from Core & Main.
2. The Governing Body may choose not to approve the purchase of the electric revenue meters from Core & Main.
3. The Governing Body may choose to redirect staff.

**RECOMMENDATION:**

Staff recommends that the Governing Body approve the purchase of 360 electric revenue meters from Core & Main for $88,154.09.

**FISCAL NOTE:**

Funding for this purchase will come from the 2027 Electric Meter line-item GL 50151511-6461. This 2027 line item has a proposed budget of $150,000.00. If approved, $61,845.91 will remain. As of October 31, 2026, the Electric Utility Fund had a cash balance of $9,622,000.00.

**ATTACHMENTS:**

Core & Main quote

**Run Date:** 11/11/26

**Quote**

| | |
|---|---|
| **Customer #** | **209740** |
| **Order #** | **BA85826** |
| **Date Ordered** | 11/11/26 |
| **Job #** | |
| **Job Name** | |
| **Customer Reference** | |
| **Purchase Order #** | 2S ELECTRIC METER |
| **Method of Shipment** | OUR TRUCK |
| **Contract Order #** | 0000000 |
| **Ordered By** | ELIAS |
| **Ship To** | CORE & MAIN LP |

**Sold To:**
CITY OF GARDEN CITY - METERS
METERS
PO BOX 998
GARDEN CITY, KS 67846 0998

**Ship To:**
CITY OF GARDEN CITY - METERS
140 HARVEST ST
GARDEN CITY, KS 67846-0998

**Branch:**
WICHITA KS
Branch - 489
8405 W Irving St
Wichita, KS 67209 1895

Phone: 316-721-1698

| Bid Seq# | Product Code | Description | Qty Ordered | Qty Shipped | Qty B/O | Net Price | UOM | Ext Price |
|---|---|---|---|---|---|---|---|---|
| | 43IQ+2SRD | ELEC MTR, 2S, CL200, 240V STRATUS IQ+, REMOTE DISCONNECT SPEC ID 34720 | 360 | | | 223.73000 | EA | 80542.80 |
| | 42WARRANTY | MFG EXTENDED WARRANTY | 360 | | | N/C | EA | |

**Terms in accordance with shipping manifest.**

**Special Instructions/Comments:**

| | |
|---|---|
| **Total Ordered:** | **80542.80** |
| **Tax Amount:** | **7611.29** |
| **Other Charges:** | **.00** |
| **Total:** | **88154.09** |

GARDEN CITY
KANSAS

**MEMORANDUM**

**TO:** City Commission
**THRU:** Matthew C. Allen, City Manager
**FROM:** Kent Pottorf, Electric Operations Manager
**DATE:** December 1, 2026
**RE:** 2027 through 2029 Pole Testing Bid Award

---

**ISSUE:**
The Governing Body is asked to consider and approve the 2027 through 2029 Pole Testing Bid with Osmose Utilities Services, Inc., for $165,896.64.

**BACKGROUND:**
The Electric Department started a pole testing program in 2019 to assess the structural condition of all wood utility poles it currently maintains within the Electric Distribution System. Over 7,000 wood utility poles were tested between 2020 and 2025, and it is time to retest them as they continue to age, since we rely on them to maintain a resilient electrical distribution system. During the last testing cycle, we found around 560 poles in need of replacement, and we have around 125 remaining from that period. We split the electric distribution system into six (6) districts, with two (2) districts being tested every year. Bids were solicited on September 15, 2026, and were received until October 26, 2026, at 1 PM CT. We received thirteen (13) bids from qualified contractors who perform this service; three (3) did not meet our requirements. Of the ten (10) remaining, Osmose Utility Services, Inc. was the lowest bidder.

**ALTERNATIVES:**
1. The Governing Body may approve the Bid from Osmose Utility Services, Inc., for $165,896.64 over the three years of 2027, 2028, and 2029.
2. The Governing Body may not approve the Bid from Osmose Utility Services, Inc. and may direct staff to rebid.

**RECOMMENDATION:**
Staff recommends that the Governing Body approve the bid from Osmose Utility Services, Inc. for $165,896.64, with the amount for 2027 at $63,726.39, for 2028 at $50,486.60, and for 2029 at $51,683.65.

**FISCAL NOTE:**
Funding will come from the 2027, 2028, and 2029 Electric yearly budgets under GL#50151511-5274 Contracted-Contractors. The 2027 budget authority for this line item is $1,250,000.00. The expected cost in the 2027 budget is $63,726.39.

**ATTACHMENTS:**
Wood Utility Pole Inspection 2027-2029 Packet
2027-2029 Pole Testing Tally Sheet

Inner Pole Testing Wood Pole Inspection
BIDS

GARDEN CITY
KANSAS

# Public Utilities-Electric Division

## 2027-2029

Specifications & Contract Documents

## Wood Utility Pole Inspection

CITY OF GARDEN CITY, KANSAS

# INVITATION TO BID

**BID TITLE:** Wood Utility Pole Inspection

**ISSUE DATE:** September 15, 2026

**BID OPENING:** October 26, 2026

**BID AWARD**

**IMPORTANT NOTE:** Indicate the company name and Bid Title on the front of the sealed bid envelope.

The City of Garden City, Kansas, is seeking competitive sealed bids for the inspection of wood utility poles.

Responding to the Bid should involve interested companies reviewing and analyzing the information provided herein and responding in writing to items where a response is requested.

The City Electric Division will receive sealed bids until 11:00 a.m. CT on October 26, 2026, at which time they will be publicly opened and read aloud. The bid opening will begin promptly at the appointed time at the Utilities Service Center located at 140 Harvest St., Garden City, KS 67846. No bids may be submitted after the bid opening begins. The bidder is solely responsible for the timely submission of this bid.

**Address bids to the City of Garden City, Electric Division**
**ATTN: Wood Utility Pole Inspection**
**140 Harvest St.-P.O. Box 998**
**Garden City, KS 67846, on or before October 26, 2026 at 11:00 a.m. CT**

No bid may be withdrawn sixty (60) calendar days after the bid opening.

**The City of Garden City reserves the right to evaluate bids to determine the lowest responsible bidder according to City policies, to reject any and all proposals, to waive formalities within the scope of authority, and further, the City reserves the right to make an award of the bid that is in the best interest of the City.**

Direct all questions on the bidding procedure to

Kent Pottorf, Electric Operations Manager
Kent.Pottorf@gardencityks.us
140 Harvest St.
P.O. Box 998
Garden City, KS 67846 (620) 276-1290

Billy Villanueva, Electric Superintendent
Billy.villanueva@gardencityks.us
140 Harvest St
PO Box 998
Garden City, KS 67846 (620)276-1290

Keo Bounpaseuth, SCADA Generation VFD Foreman
Keo.bounpaseuth@gardencityks.us
140 Harvest St
PO Box 998
Garden City, KS 67846 (620)-276-1290

## Introduction

The intent and purpose of this Invitation to Bid are to establish a contract with a qualified Contractor who can provide supervision, labor, material, and incidentals necessary to perform the inspection of our utility poles and provide the necessary reports to be compatible with the City ESRI ARC GIS software.

## Scope of Services and Standards of Work

*Contractor obligations:* To supply the labor and equipment needed to inspect the poles specified.

## Safety

Job site activities shall at all times be conducted in accordance with applicable Federal, State, and Local laws, regulations, and requirements.

## Damage to Facilities / Insurance Requirements

During the inspections, the Contractor shall be responsible for damages by its employees, agents, or subcontractors to any City of Garden City utility facilities or customer-owned facilities. Furthermore, any damages to utility facilities not owned by the City of Garden City shall be the responsibility of the Contractor. The Contractor shall submit proof of comprehensive General Liability Insurance carried in the minimum amount of $1,000,000 for bodily injury or death and $1,000,000 for property damage. Workers' compensation and motor vehicle liability insurance are also required. Proof of insurance must be submitted to the City of Garden City prior to execution of the contract for services.

## Supervision / Customer Notification

The Contractor shall remain in close communication with the City's designated representative.

## Contractor Employees

All employees of the Contractor, while performing inspections for the City, will be required to wear some form of identification and proper PPE. Employees will maintain a professional attitude toward the work being performed and toward any and all contacts with the City employees & citizens.

## Payment

The Contractor may submit invoices for payment at the Contractor's discretion, but submissions shall be made at least monthly.

**Assignment**

No assignment, subcontracting, subletting, or transferring of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted without the written approval of the City.

**Term / Limitation of Time to Complete Work**

The Contractor is expected to start work promptly after the authorization to proceed is issued. Work shall begin within thirty (30) days of the execution date of authorization to proceed, and all work shall be completed within (6) weeks of the execution date of the contract.

**Indemnification**

The Contractor agrees to and shall indemnify and hold the City harmless from and against all liability, loss, damage, or injury, all costs and expenses (including attorney's fees and costs of any suit related thereto), suffered or incurred by the City, arising from or related to Contractor's negligent performance under the contract, or the negligence of Contractor's employees, agents or subcontractors.

**References**

The Contractor shall supply, with its bid, professional references of companies or organizations for which it (and any subcontractors) has performed similar pole inspections within the last twenty-four (24) months. At least three (3) references shall be included with a contact name and telephone number.

## Equal Opportunity and Nondiscrimination

Equal Employment Opportunity. The Contractor and subcontractors will be required to comply with the President's Executive Order 11246 (Equal Employment Opportunity), as amended, which prohibits discrimination in employment regarding race, color, creed, sex, or national origin. The Contractor must certify that they do not or will not maintain or provide for their employees any facilities that are segregated on the basis of race, color, creed, or national origin. The documents within Section 00201 (Equal Employment Opportunity) are made a condition of the bid. (See attachment).

Nondiscrimination Clauses. Bidders on this work, including subcontractors or vendors, will be required to comply with regulations as outlined within the documents included within Section 00202 (Non-Discrimination Clauses 0708). (See attachment).

Special Provisions. The Contractor and subcontractors will be required to comply with the Civil Rights Act of 1964, Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Age Discrimination Act of 1975, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations of 1994 and 49 C.F.R. Part 26.1 (DBE Program), along with any amendments thereto.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer, setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the Contractors commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the Contractors noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204, provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

8. The Contractor will, prior to the approval of any construction contract, submit an acceptable Affirmative Action Plan to the City for review and approval

## NONDISCRIMINATION CLAUSES

During the performance of this Contract, the Contractor or Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

(1) COMPLIANCE WITH REGULATIONS:
The Contractor will comply with the Regulations of the United States Department of Transportation relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27), hereinafter incorporated by reference and made a part of this contract.

(2) NONDISCRIMINATION:
The Contractor, with regard to the work performed by it after award and prior to completion of the Contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix "A", "B", and "C" of the Regulations.

(3) SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:
In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

(4) INFORMATION AND REPORTS:
The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the City or the Secretary of Transportation of the State of Kansas, will be permitted access to its books, records, accounts, other sources of information and its facilities as may be determined by the City, Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City, Secretary of Transportation of the State of Kansas as appropriate; and shall set forth what efforts it has made to obtain information.

(5) EMPLOYMENT:
The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.

(6) SANCTIONS FOR NONCOMPLIANCE:
In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract sanctions as it, or the Secretary of Transportation of the State of Kansas, may determine to be appropriate, including, but not limited to,
(a) withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
(b) cancellation, termination or suspension of the Contract, in whole or in part.

(7) DISADVANTAGED BUSINESS OBLIGATION:

(a) Disadvantaged Businesses as defined in the Regulations, shall have a level playing field to compete fairly for contracts financed in whole or in part with Federal funds under this contract.

(b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.

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

(8) EXECUTIVE ORDER 12898:

(a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, polices and activities of the Secretary of Transportation and use of such information in complying with this Order.

(9) INCORPORATION OF PROVISIONS:

The Contractor will include the provisions of paragraph (1) through (8) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, orders of instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the City or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State.

**NONDISCRIMINATION UNDER TITLE VI**
**OF THE CIVIL RIGHTS ACT OF 1964**

The City, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 49 CFR Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantage business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

## POLE INSPECTION SPECIFICATIONS

1. Resistograph drilling procedure done with two ground-level drills using a 1/8” bit at a 45-degree angle. The second drill point will be 90 degrees from the first drill point.
2. The inspection shall consist of the following information.
    a. Pole numbering per city specifications at 10 feet above ground level with two owner-provided screws. Any poles found already numbered according to these specifications will not be re-numbered but will continue with the consecutive numbering scheme.
    b. Pole manufacture year and type
    c. Pole height
    d. Pole class
3. Insect damage/infestation.
4. Rotting or decay of the structure and any splits or cracks.
5. Note any other utility attachments.
6. Note all Right-of-Way items, such as trees or brush in the pole vicinity.
7. Sound the pole at least 10 times, at ground level, in at least 4 different locations around the pole, as high as the inspector can reach standing on ground level with a 22oz hammer, for any above-ground rot.
8. Note any other items that the inspector believes would cause the physical performance of the structure to be rejected, and its conditions noted.
9. Note fire, collision, or vandalism damage.
10. GPS location of each pole and one photo with the pole number included, the full length of any pole inspected 10 years or older. All poles newer than 10 years only need a visual inspection with GPS location and a photo with the pole number included.
11. A weekly update report on all poles inspected is given at the end of the work week.
12. Any poles that are an immediate danger to the public will be reported ASAP to the designated point of contact.
13. Compatible software to use with ESRI ArcGIS.
14. Rejected poles must be marked with a red tag installed 5’ above the ground.
15. Priority rejected poles must be marked with two (2) red tags installed 5’ above the ground.
16. A full report will be produced in paper and one electronic file upon completion.

## INSTRUCTIONS AND CONDITIONS

These conditions are integral to this bid, and the bidder must comply with them.

1. Bidder must bid on the Bid Sheet & Certification (page) and submit references on the Bidder References Form (page), as requested.
2. Bidder should make a copy of the bid for his/her file.
3. All costs for the service must be included in the total bid price as stated on the Bid Sheet & Certification (page).
4. The City reserves the right to accept or reject any or all bids, reserves all rights granted by law, reserves the right to waive formalities, and takes such action as it deems necessary in the City's best interest.
5. Each bidder must sign the bid with his/her signature and shall give his/her business address on the form provided in this bid.
6. The City operates on an equal opportunity basis in its bidding policy. Bidding is open to all interested parties in compliance with national, state, and local laws.
7. No late bids will be opened.
8. Bids will be opened and read publicly at the Utilities Service Center, 140 Harvest St., Garden City, KS 67846.
9. No bid award will be made at the time of the opening. The successful bidder will be contacted immediately following bid approval by the Governing Body of the City of Garden City, Kansas. Bidders may contact the City of Garden City Electric Division at (620) 276-1290 to find out the results of the bid award.
10. Exceptions. The Bidder shall furnish a statement on company letterhead describing all exceptions to the terms, conditions, and specifications. Failure to furnish the statement will mean that the bidder agrees to meet all terms, conditions, and specifications requirements.

## BID SHEET & CERTIFICATION

The City of Garden City is seeking competitive sealed bids for Wood Utility Pole Inspection in 2024 and 2025. The City of Garden City desires to engage with a qualified Contractor for this project.

**Qty. Description**

**(1)-** 2,821 Wood utility poles to be inspected within six (6) weeks in 2027. (Districts 1 & 2)

**2027 unit cost per pole:**_____

**(2)-**2,108 Wood utility poles to be inspected within six (6) weeks in 2028. (Districts 3 & 4)

**2028 unit cost per pole:**_____

**(3)-**2,095 Wood utility poles to be inspected within six (6) weeks in 2029. (Districts 5 & 6)

**2029 unit cost per pole:**_____

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:_____

Company Address:_____

Taxpayer Identification Number (T.I.N.):_____

Telephone No._____Fax No._____

Email Address:_____

Print Name:_____

Signature:_____

## LIST OF SUBCONTRACTORS

Bidders shall submit the following information pursuant to the conditions herein.

Please check the box accordingly:

☐ Subcontractors WILL NOT be utilized to complete work.

☐ Subcontractors WILL be utilized to complete work. (Complete the rest of the form)

No Contractor whose bid is accepted shall permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid without the consent of the City.

| Subcontractor: | Category of Work: | Address of Business: | Phone #: |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

**BIDDER REFERENCE FORM**

The Contractor shall supply, with its bid, professional references of companies or organizations for which it has performed similar testing of wooden utility power poles within the last twenty-four (24) months. At least three (3) references shall be included with a contact name and telephone number.

1. Company Name:_____

Contact Name:_____

Contact Phone:_____Contact Email:_____

Date(s) of Services Rendered:_____

Brief Description of Specific Services Rendered:_____

---

2. Company Name:_____

Contact Name:_____

Contact Phone:_____Contact Email:_____

Date(s) of Services Rendered:_____

Brief Description of Specific Services Rendered:_____

_____

_____

---

3. Company Name:_____

Contact Name:_____

Contact Phone:_____Contact Email:_____

Date(s) of Services Rendered:_____

Brief Description of Specific Services Rendered:_____

**ADVERTISEMENT**

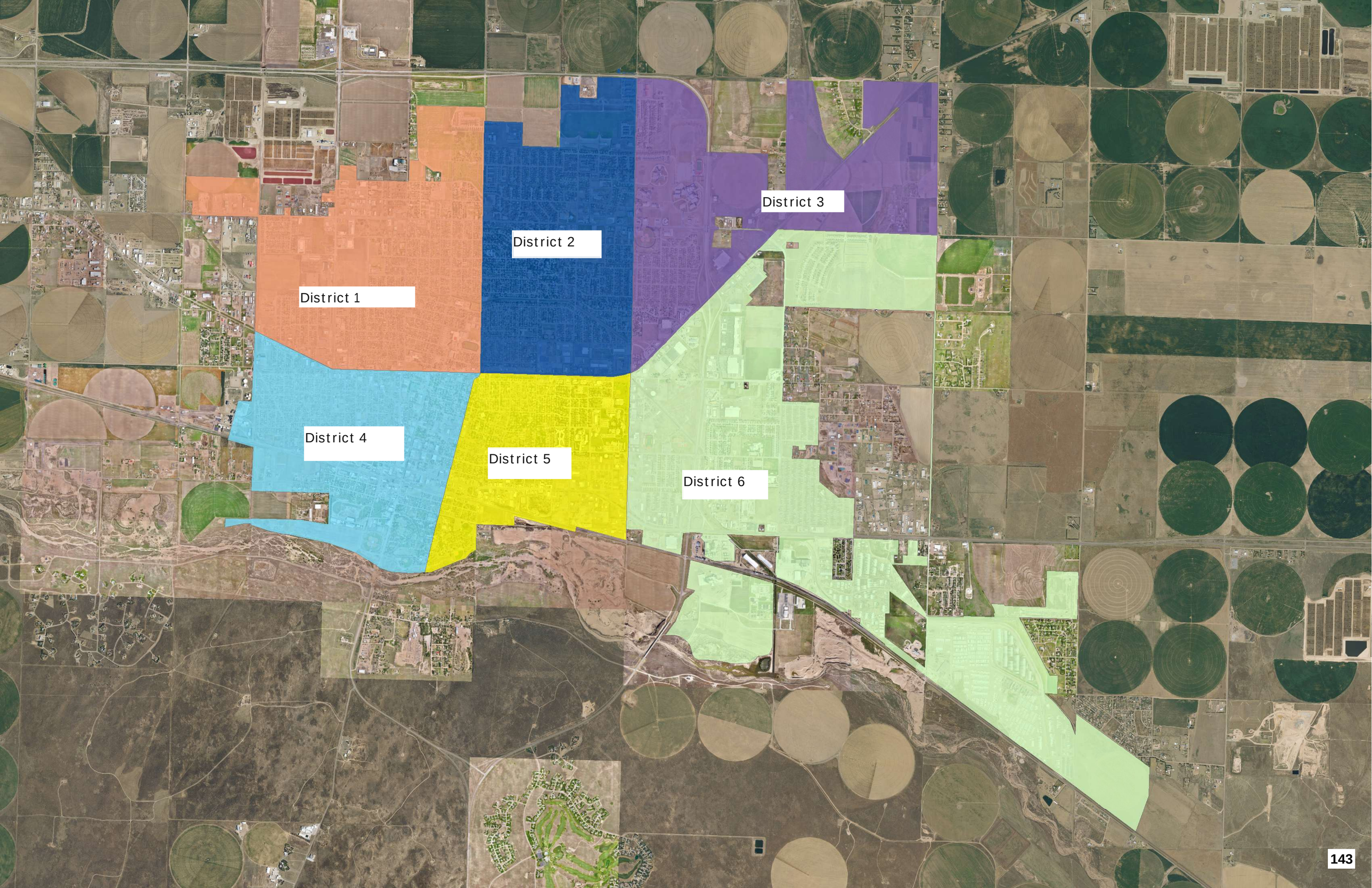
**NOTICE TO BIDDERS**

The City of Garden City Electric Department is soliciting bids for Wood Utility Pole Inspection for 2027-2029. Sealed bids are to be returned by ***11:00 AM, CT, Monday, October 26, 2026,*** at the Electric Utility Service Center, 140 Harvest St., PO Box 998, Garden City, KS 67846, at which time the bids will be opened and publicly read. Bids received after this time will be returned unopened.

The work consists of Wood Utility Pole Inspection in various locations throughout the City of Garden City. Bid sheets and specifications are available online at the City of Garden City website at https://www.garden-city.org/bids.aspx.

Bids shall be made on printed forms, which may be obtained from the City Electric Department. Electronic bids will also be accepted via email. No bidder may withdraw his bid for at least sixty (60) days after the scheduled time for the receipt of bids. The City reserves the right to reject any or all bids, waive informalities, and accept the bid deemed to be in the best interest of the City.

Kent Pottorf
Electric Operations Manager
kent.pottorf@gardencityks.us


District 1
District 2
District 3
District 4
District 5
District 6

| Pole Testing Bids | | Pole Testing | | | Meets Specs | Cost Per Year | | | Total Cost |
|---|---|---|---|---|---|---|---|---|---|
| Contractor | Year | 2027 | 2028 | 2029 | | 2027 | 2028 | 2029 | 2027-2029 |
| Inner-Pole Testing LLC | | $ 25.00 | $ 25.00 | $ 25.00 | No (Polux) | $ 70,525.00 | $ 52,700.00 | $ 52,375.00 | $ 175,600.00 |
| Osmose Utilities Serices, Inc. | | $ 22.59 | $ 23.95 | $ 24.67 | Yes | $ 63,726.39 | $ 50,486.60 | $ 51,683.65 | $ 165,896.64 |
| Utilities One Group | | $ 45.56 | $ 45.56 | $ 45.56 | Yes | $ 128,524.76 | $ 96,040.48 | $ 95,448.20 | $ 320,013.44 |
| Vantage Point Solutions | | $ 29.00 | $ 30.00 | $ 31.00 | Yes | $ 81,809.00 | $ 63,240.00 | $ 64,945.00 | $ 209,994.00 |
| Black & McDonald Engineering Services | | $ 49.75 | $ 51.35 | $ 52.95 | Yes | $ 140,344.75 | $ 108,245.80 | $ 110,930.25 | $ 359,520.80 |
| Timber Oklahoma LLC | | $ 50.00 | $ 55.00 | $ 60.00 | Yes | $ 141,050.00 | $ 115,940.00 | $ 125,700.00 | $ 382,690.00 |
| Kaw Valley Engineering | | $ 47.18 | $ 48.60 | $ 50.06 | Yes | $ 133,094.78 | $ 102,448.80 | $ 104,875.70 | $ 340,419.28 |
| Vector Electric LLC | | $ 65.00 | $ 65.00 | $ 65.00 | Yes | $ 183,365.00 | $ 137,020.00 | $ 136,175.00 | $ 456,560.00 |
| Alcan PPMC | | $ 15.00 | $ 15.25 | $ 15.50 | No | $ 42,315.00 | $ 32,147.00 | $ 32,472.50 | $ 106,934.50 |
| Intec Services, Inc. | | $ 24.00 | $ 24.75 | $ 25.50 | No | $ 67,704.00 | $ 52,173.00 | $ 53,422.50 | $ 173,299.50 |
| Cerberus Construction, LLC | | $ 43.00 | $ 40.00 | $ 38.00 | Yes | $ 121,303.00 | $ 84,320.00 | $ 79,610.00 | $ 285,233.00 |
| TDC2 LLC | | $ 55.00 | $ 55.00 | $ 55.00 | Yes | $ 155,155.00 | $ 115,940.00 | $ 115,225.00 | $ 386,320.00 |
| Davey Resource Group | | $ 24.13 | $ 25.10 | $ 26.11 | Yes | $ 68,070.73 | $ 52,910.80 | $ 54,700.45 | $ 175,681.98 |

GARDEN CITY

KANSAS

**Public Utilities-Electric Division**

**2027-2029**

Specifications & Contract Documents

# Wood Utility Pole Inspection

CITY OF GARDEN CITY, KANSAS

# INVITATION TO BID

**BID TITLE:** Wood Utility Pole Inspection

**ISSUE DATE:** September 15, 2026

**BID OPENING:** October 26, 2026

**BID AWARD**

**IMPORTANT NOTE:** Indicate the company name and Bid Title on the front of the sealed bid envelope.

The City of Garden City, Kansas, is seeking competitive sealed bids for the inspection of wood utility poles.

Responding to the Bid should involve interested companies reviewing and analyzing the information provided herein and responding in writing to items where a response is requested.

The City Electric Division will receive sealed bids until 11:00 a.m. CT on October 26, 2026, at which time they will be publicly opened and read aloud. The bid opening will begin promptly at the appointed time at the Utilities Service Center located at 140 Harvest St., Garden City, KS 67846. No bids may be submitted after the bid opening begins. The bidder is solely responsible for the timely submission of this bid.

**Address bids to the City of Garden City, Electric Division**
**ATTN: Wood Utility Pole Inspection**
**140 Harvest St.-P.O. Box 998**
**Garden City, KS 67846, on or before October 26, 2026 at 11:00 a.m. CT**

No bid may be withdrawn sixty (60) calendar days after the bid opening.

**The City of Garden City reserves the right to evaluate bids to determine the lowest responsible bidder according to City policies, to reject any and all proposals, to waive formalities within the scope of authority, and further, the City reserves the right to make an award of the bid that is in the best interest of the City.**

Direct all questions on the bidding procedure to

Kent Pottorf, Electric Operations Manager
Kent.Pottorf@gardencityks.us
140 Harvest St.
P.O. Box 998
Garden City, KS 67846 (620) 276-1290

Billy Villanueva, Electric Superintendent
Billy.villanueva@gardencityks.us
140 Harvest St
PO Box 998
Garden City, KS 67846 (620)276-1290

Keo Bounpaseuth, SCADA Generation VFD Foreman
Keo.bounpaseuth@gardencityks.us
140 Harvest St
PO Box 998
Garden City, KS 67846 (620)-276-1290

## Introduction

The intent and purpose of this Invitation to Bid are to establish a contract with a qualified Contractor who can provide supervision, labor, material, and incidentals necessary to perform the inspection of our utility poles and provide the necessary reports to be compatible with the City ESRI ARC GIS software.

## Scope of Services and Standards of Work

*Contractor obligations:* To supply the labor and equipment needed to inspect the poles specified.

## Safety

Job site activities shall at all times be conducted in accordance with applicable Federal, State, and Local laws, regulations, and requirements.

## Damage to Facilities / Insurance Requirements

During the inspections, the Contractor shall be responsible for damages by its employees, agents, or subcontractors to any City of Garden City utility facilities or customer-owned facilities. Furthermore, any damages to utility facilities not owned by the City of Garden City shall be the responsibility of the Contractor. The Contractor shall submit proof of comprehensive General Liability Insurance carried in the minimum amount of $1,000,000 for bodily injury or death and $1,000,000 for property damage. Workers' compensation and motor vehicle liability insurance are also required. Proof of insurance must be submitted to the City of Garden City prior to execution of the contract for services.

## Supervision / Customer Notification

The Contractor shall remain in close communication with the City's designated representative.

## Contractor Employees

All employees of the Contractor, while performing inspections for the City, will be required to wear some form of identification and proper PPE. Employees will maintain a professional attitude toward the work being performed and toward any and all contacts with the City employees & citizens.

## Payment

The Contractor may submit invoices for payment at the Contractor's discretion, but submissions shall be made at least monthly.

## Assignment

No assignment, subcontracting, subletting, or transferring of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted without the written approval of the City.

## Term / Limitation of Time to Complete Work

The Contractor is expected to start work promptly after the authorization to proceed is issued. Work shall begin within thirty (30) days of the execution date of authorization to proceed, and all work shall be completed within (6) weeks of the execution date of the contract.

## Indemnification

The Contractor agrees to and shall indemnify and hold the City harmless from and against all liability, loss, damage, or injury, all costs and expenses (including attorney's fees and costs of any suit related thereto), suffered or incurred by the City, arising from or related to Contractor's negligent performance under the contract, or the negligence of Contractor's employees, agents or subcontractors.

## References

The Contractor shall supply, with its bid, professional references of companies or organizations for which it (and any subcontractors) has performed similar pole inspections within the last twenty-four (24) months. At least three (3) references shall be included with a contact name and telephone number.

## Equal Opportunity and Nondiscrimination

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Nondiscrimination Clauses. Bidders on this work, including subcontractors or vendors, will be required to comply with regulations as outlined within the documents included within Section 00202 (Non-Discrimination Clauses 0708). (See attachment).

Special Provisions. The Contractor and subcontractors will be required to comply with the Civil Rights Act of 1964, Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Age Discrimination Act of 1975, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations of 1994 and 49 C.F.R. Part 26.1 (DBE Program), along with any amendments thereto.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer, setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the Contractors commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the Contractors noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204, provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

8. The Contractor will, prior to the approval of any construction contract, submit an acceptable Affirmative Action Plan to the City for review and approval

(7) DISADVANTAGED BUSINESS OBLIGATION:

(a) Disadvantaged Businesses as defined in the Regulations, shall have a level playing field to compete fairly for contracts financed in whole or in part with Federal funds under this contract.

(b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.

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

(8) EXECUTIVE ORDER 12898:

(a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, polices and activities of the Secretary of Transportation and use of such information in complying with this Order.

(9) INCORPORATION OF PROVISIONS:

The Contractor will include the provisions of paragraph (1) through (8) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, orders of instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the City or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State.

## NONDISCRIMINATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The City, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 49 CFR Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantage business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

## POLE INSPECTION SPECIFICATIONS

Polux Procedure, two groundline measurments 180 degrees from each other.

1. Resistograph drilling procedure done with two ground-level drills using a 1/8" bit at a 45-degree angle. The second drill point will be 90 degrees from the first drill point.
2. The inspection shall consist of the following information.
    a. Pole numbering per city specifications at 10 feet above ground level with two owner-provided screws. Any poles found already numbered according to these specifications will not be re-numbered but will continue with the consecutive numbering scheme.
    b. Pole manufacture year and type
    c. Pole height
    d. Pole class
3. Insect damage/infestation.
4. Rotting or decay of the structure and any splits or cracks.
5. Note any other utility attachments.
6. Note all Right-of-Way items, such as trees or brush in the pole vicinity.
7. Sound the pole at least 10 times, at ground level, in at least 4 different locations around the pole, as high as the inspector can reach standing on ground level with a 22oz hammer, for any above-ground rot.
8. Note any other items that the inspector believes would cause the physical performance of the structure to be rejected, and its conditions noted.
9. Note fire, collision, or vandalism damage.
10. GPS location of each pole and one photo with the pole number included, the full length of any pole inspected 10 years or older. All poles newer than 10 years only need a visual inspection with GPS location and a photo with the pole number included.
11. A weekly update report on all poles inspected is given at the end of the work week.
12. Any poles that are an immediate danger to the public will be reported ASAP to the designated point of contact.
13. Compatible software to use with ESRI ArcGIS.
14. Rejected poles must be marked with a red tag installed 5' above the ground.
15. Priority rejected poles must be marked with two (2) red tags installed 5' above the ground.
16. A full report will be produced in paper and one electronic file upon completion.

## INSTRUCTIONS AND CONDITIONS

These conditions are integral to this bid, and the bidder must comply with them.

1. Bidder must bid on the Bid Sheet & Certification (page) and submit references on the Bidder References Form (page), as requested.
2. Bidder should make a copy of the bid for his/her file.
3. All costs for the service must be included in the total bid price as stated on the Bid Sheet & Certification (page).
4. The City reserves the right to accept or reject any or all bids, reserves all rights granted by law, reserves the right to waive formalities, and takes such action as it deems necessary in the City's best interest.
5. Each bidder must sign the bid with his/her signature and shall give his/her business address on the form provided in this bid.
6. The City operates on an equal opportunity basis in its bidding policy. Bidding is open to all interested parties in compliance with national, state, and local laws.
7. No late bids will be opened.
8. Bids will be opened and read publicly at the Utilities Service Center, 140 Harvest St., Garden City, KS 67846.
9. No bid award will be made at the time of the opening. The successful bidder will be contacted immediately following bid approval by the Governing Body of the City of Garden City, Kansas. Bidders may contact the City of Garden City Electric Division at (620) 276-1290 to find out the results of the bid award.
10. Exceptions. The Bidder shall furnish a statement on company letterhead describing all exceptions to the terms, conditions, and specifications. Failure to furnish the statement will mean that the bidder agrees to meet all terms, conditions, and specifications requirements.

## BID SHEET & CERTIFICATION

The City of Garden City is seeking competitive sealed bids for Wood Utility Pole Inspection in 2024 and 2025. The City of Garden City desires to engage with a qualified Contractor for this project.

**Qty. Description**

**(1)-** 2,821 Wood utility poles to be inspected within six (6) weeks in 2027. (Districts 1 & 2)

**2027 unit cost per pole:** $25

**(2)-**2,108 Wood utility poles to be inspected within six (6) weeks in 2028. (Districts 3 & 4)

**2028 unit cost per pole:** $25

**(3)-**2,095 Wood utility poles to be inspected within six (6) weeks in 2029. (Districts 5 & 6)

**2029 unit cost per pole:** $25

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: Inner-Pole Testing LLC

Company Address: 721 W 26th St Kearney, NE 68845

Taxpayer Identification Number (T.I.N.): 86-2579111

Telephone No. 9526933368 Fax No. _____

Email Address: anelson@inner-pole.com

Print Name: Adam Nelson

Signature: 

**BIDDER REFERENCE FORM**

The Contractor shall supply, with its bid, professional references of companies or organizations for which it has performed similar testing of wooden utility power poles within the last twenty-four (24) months. At least three (3) references shall be included with a contact name and telephone number.

1. Company Name: Dawson Public Power

Contact Name: Jeremy Kaiser

Contact Phone: 308-324-2386 Contact Email: JKaiser@dawsonpower.com

Date(s) of Services Rendered: 2010-Current

Brief Description of Specific Services Rendered: Inspection of 10,000-11,000 poles anually

2. Company Name: DS&O Electric Cooperative

Contact Name: Derrick Rutherford

Contact Phone: 785-655-5224 Contact Email: Derrick.rutherford@dsoelectric.com

Date(s) of Services Rendered: 2024-Current

Brief Description of Specific Services Rendered: Inspection of 5,300 poles anually

3. Company Name: Access Energy Cooperative

Contact Name: Kurt Lowenberg

Contact Phone: 319-385-6889 Contact Email: Klowenberg@accessenergycoop.com

Date(s) of Services Rendered: 2015-Current

Brief Description of Specific Services Rendered: Inspection of 4,500 poles annually

## ADVERTISEMENT

## NOTICE TO BIDDERS

The City of Garden City Electric Department is soliciting bids for Wood Utility Pole Inspection for 2027-2029. Sealed bids are to be returned by ***11:00 AM, CT, Monday, October 26, 2026,*** at the Electric Utility Service Center, 140 Harvest St., PO Box 998, Garden City, KS 67846, at which time the bids will be opened and publicly read. Bids received after this time will be returned unopened.

The work consists of the installation of underground conduit and street lighting in various locations throughout the City of Garden City. Bid sheets and specifications are available online at the City of Garden City website at https://www.garden-city.org/bids.aspx.

Bids shall be made on printed forms, which may be obtained from the City Electric Department. Electronic bids will also be accepted via email. No bidder may withdraw his bid for at least sixty (60) days after the scheduled time for the receipt of bids. The City reserves the right to reject any or all bids, waive informalities, and accept the bid deemed to be in the best interest of the City.

Kent Pottorf
Electric Operations Manager
kent.pottorf@gardencityks.us

GARDEN CITY
KANSAS

| | |
|---|---|
| Response to: | Wood Utility Pole Inspection |
| Submitted by: | Black & McDonald Engineering Services, LLC<br>6900 Executive Drive,<br>Kansas City, Missouri 64120<br>Jamie S. Kiely, Vice President of Engineering Services<br>(660) 351-4980<br>jkiely@blackandmcdonald.com |
| Submitted to: | CITY OF GARDEN CITY, KANSAS<br>Kent Pottorf<br>140 Harvest St, PO Box 998<br>Garden City, KS 67846<br>Phone: (620) 276-1290<br>Email: kent.pottorf@gardencityks.us |

Black&McDonald

October 26, 2026

City of Garden CIty,
Kansas

140 Harvest St, PO Box 998
Garden City, KS 67846

**Re: Response to Request for Proposal**

**for Wood Utility Pole Inspection**

Black & McDonald Engineering Services (BMES) is pleased to submit this proposal to the City of Garden City, Kansas. As a family-owned company with over 100 years of experience, Black & McDonald has built a strong reputation for delivering safe, reliable, and high-quality utility infrastructure services across North America.

BMES provides a full range of electric utility services, including utility asset inspections, distribution and transmission engineering, system planning, GIS and data management, joint-use programs, and construction support. Our team combines practical field experience with engineering expertise to deliver accurate, defensible, and actionable information that supports utility reliability, public safety, regulatory compliance, and asset management objectives.

With approximately 150 engineering, technical, and field professionals across the Midwest and access to the broader resources of Black & McDonald, BMES offers the scalability, responsiveness, and technical depth necessary to support utilities of all sizes. Our multidisciplinary experience enables us to efficiently execute infrastructure assessment and inspection programs while maintaining rigorous quality control standards and a strong commitment to safety.

At BMES, we believe successful projects are built on collaboration, transparency, and continuous improvement. We take pride in developing long-term relationships with our clients by consistently delivering dependable results, exceptional service, and innovative solutions tailored to their operational needs.

We appreciate the opportunity to present our qualifications and look forward to partnering with the City of Garden City to support its utility infrastructure goals

Sincerely,

James S Kiely

Digitally signed by James S Kiely
DN: cn=James S Kiely, c=US, o=Black and McDonald Engineering Services, email=jkiely@blackandmcdonald.com
Date: 2026.10.26 08:15:31 -05'00'

Jamie S. Kiely
Vice President of Engineering
jkiely@blackandmcdonald.com
660-351-4980

## BID SHEET & CERTIFICATION

The City of Garden City is seeking competitive sealed bids for Wood Utility Pole Inspection in 2024 and 2025. The City of Garden City desires to engage with a qualified Contractor for this project.

**Qty. Description**

**(1)-** 2,821 Wood utility poles to be inspected within six (6) weeks in 2027. (Districts 1 & 2)

**2027 unit cost per pole:** $ 49.75

**(2)-**2,108 Wood utility poles to be inspected within six (6) weeks in 2028. (Districts 3 & 4)

**2028 unit cost per pole:** $ 51.35

**(3)-**2,095 Wood utility poles to be inspected within six (6) weeks in 2029. (Districts 5 & 6)

**2029 unit cost per pole:** $ 52.95

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: Black & McDonald Engineering Services (BMES)

Company Address: 6900 Executive Dr, Kansas City, MO 64120

Taxpayer Identification Number (T.I.N.): 92-1633982

Telephone No. (816) 483-0257 Fax No. _____

Email Address: jkiely@blackandmcdonald.com

Print Name: Jamie S. Kiely

Signature: James S Kiely Digitally signed by James S Kiely DN: cn=James S Kiely, c=US, o=Black and McDonald Engineering Services, email=jkiely@blackandmcdonald.com Date: 2026.10.26 08:14:21 -05'00'

## LIST OF SUBCONTRACTORS

Bidders shall submit the following information pursuant to the conditions herein.

Please check the box accordingly:

☐ Subcontractors WILL NOT be utilized to complete work.

☒ Subcontractors WILL be utilized to complete work. (Complete the rest of the form)

No Contractor whose bid is accepted shall permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid without the consent of the City.

| Subcontractor: | Category of Work: | Address of Business: | Phone #: |
|---|---|---|---|
| Keystone Energy Group, LLC | Field Work | 7 S. 109th East Pl, Tulsa, OK 74128 | (918) 221-1739 |
| | | | |
| | | | |

**BIDDER REFERENCE FORM**

The Contractor shall supply, with its bid, professional references of companies or organizations for which it has performed similar testing of wooden utility power poles within the last twenty-four (24) months. At least three (3) references shall be included with a contact name and telephone number.

1. Company Name: Carroll Electric Cooperative Corporation (CECC)

Contact Name: Dustin Burnett

Contact Phone: (800) 432-9720 Contact Email: dburnett@carrollecc.com

Date(s) of Services Rendered: 2021-2024

Brief Description of Specific Services Rendered: System Maintenance Inspection Program

Conduct on site utility pole inspections utilizing visual and hammer testing methods to assess structural condition. Inventory and document all pole attachments, equipment and observable deficiencies, providing accurate field data for asset management and system maintenance program

2. Company Name: Evergy Inc.

Contact Name: David Martin

Contact Phone: (417) 316-2701 Contact Email: david.martin@evergy.com

Date(s) of Services Rendered: 2021-2025

Brief Description of Specific Services Rendered: Distribution Pole Inspection and Replacement Program

Conduct field inspections of utility poles using visual assessments, hammer sounding, and intrusive testing to evaluate structural integrity and document pole attachments. Provide engineering design and replacement recommendations for deficient poles utilizing the Client's GIS platform, and perform construction services for approved pole replacements, delivering a complete inspection to construction solution

3. Company Name: CPS Energy

Contact Name: Craig Fewox, PE

Contact Phone: (210) 245-0485 Contact Email: cofewox@cpsenergy.com

Date(s) of Services Rendered: August 2026 - Current

Brief Description of Specific Services Rendered: Pole Inspection & Ground Treatment Services

Perform intrusive testing and preservative treatment of utility poles to evaluate internal deterioration, extend asset service life, and support proactive maintenance strategies. Inventory and document pole attachments, equipment, and asset data, providing accurate records to support GIS updates, asset management, and system reliability initiatives

## Exceptions

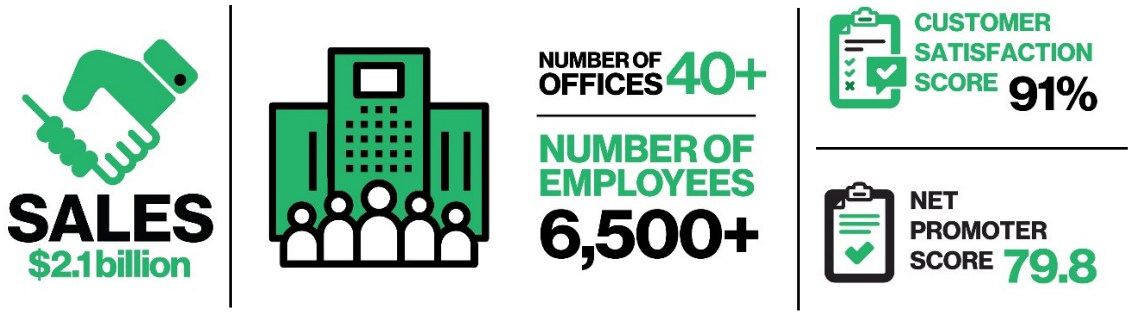
1. Proposed pricing is based on the estimated pole quantities provided in the RFP for 2027-2029. Deviations from these quantities may require a pricing review and adjustment upon mutual agreement.
2. Proposed pricing is limited to the scope defined in the RFP documents. Any additional services or scope changes requested by the Client will be subject to a mutually agreed upon change order and billed at negotiated rates.

## Company Background and Qualifications

In 2021, Black & McDonald Companies (B&M) celebrated our 100th year providing exceptional services to our valued clients across North America. This incredible milestone was made possible thanks to the steadfast support of our customers and the unwavering dedication of our talented team members.

Since our founding in 1921, B&M has grown into a leading provider of integrated engineering, construction, and technical services for the electric utility industry. Today, our business units proudly serve municipal, cooperative, and investor-owned utilities throughout Canada and the United States. As a family-owned and managed company, we employ over 6,500 highly skilled professionals committed to upholding our core philosophy: doing the job right and delivering lasting value.

B&M's United States headquarters is located in Kansas City, Missouri. Our team has been serving the electric utility industry across North America since our inception in 1921. Operating as a licensed engineering firm and electrical contractor, we are uniquely qualified to handle all aspects of utility projects from inception to completion. **If selected, BMES can quickly and seamlessly begin performing services on all scopes shown in Portland General Electric RFP because of our local presence and detailed understanding of standards, processes, and systems.**




B&M delivers annual revenues exceeding $1 billion and maintains a robust bonding capacity. In the United States alone last year, we completed over 1.7 million manhours of work.

## A Trusted Partner

B&M brings extensive experience, an unwavering commitment to safety, and a dedicated team of experts to address the specific requirements outlined in this proposal. Our presence in the Washington area, coupled with our subject matter experts, positions us as a capable and reliable partner for Portland General Electric projects.

Safety is our number one priority on every project, as evidenced by our safety performance record. We have a dedicated Safety Department that collaborates closely with management and field personnel to ensure consistent safety implementation. Our employees undergo rigorous training to meet or exceed both B&M's and our customers' stringent safety requirements.

B&M maintains an exceptional safety, health, and environmental compliance record. Our total recordable incident rate (TRIR) in 2023, 1.17 in 2024 and 1.54 in 2025. This is notable and lower than the industry average. Additionally, our experience modification rate .44 in 2025 is exemplary in the utility construction industry.

## Comprehensive Capabilities

B&M offers comprehensive knowledge of engineering, construction, planning, scheduling, estimating, constructability analysis, and an in-depth working knowledge of Portland General Electric facilities and systems benefiting all stakeholders. If selected, B&M is confident in our ability to **quickly and seamlessly begin performing services on all scopes shown in this RFP because of our detailed understanding of standards, processes, and systems.**

## The Black & McDonald Way

At the core of B&M's culture is our Code of Business, established by our founder William John McDonald:

- Do the job right ... regardless
- Talk to the customers regularly, confirm their satisfaction
- Make the price fair and reasonable
- A deal is a good one only when it is good for both parties
- Live up to your promises
- Treat employees with respect
- Complete jobs promptly
- Invoice promptly, fairly, and in detail

This philosophy emphasizes meticulous work, continuous improvement, fair dealings, prompt service, and treating employees and customers with the utmost respect.

Our ongoing "Black & McDonald Way" initiative upholds these core values, ensuring management and employees embody our principles daily. A key tenet is "Black & McDonald People: Our Strength, Our Future," underscoring our commitment to investing in our people and the larger community through:

- Health, Safety, and Environmental Excellence
- Planned Growth and Profitability
- Customer Satisfaction and Sustainability
- Continuous Improvement Culture
- Employee Satisfaction and Succession
- Community Responsibility

B&M takes immense pride in our century-long legacy of delivering excellence. We look forward to the opportunity to discuss how our experience and capabilities can benefit Portland General Electric.

## Local Presence

Black & McDonald maintains a strong presence throughout the Midwest, supported by engineering, project management, and field resources serving utility clients across Kansas. Through the successful delivery of pole inspections, distribution, transmission, substation, telecommunications, joint-use, and grid modernization projects, B&M has developed a comprehensive understanding of the region's regulatory requirements, permitting processes, environmental considerations, and stakeholder expectations.

Our experience working throughout Midwest enables us to quickly integrate with client programs, navigate jurisdictional requirements, and deliver safe, high-quality solutions that meet schedule and budget objectives. Combined with the strength of Black & McDonald's North American organization, City of Garden City, Kansas benefits from both regional expertise and the resources of a nationally recognized engineering and construction firm.

## Delivery Model

B&M's delivery model is designed to provide consistent, high-quality support across City of Graden City, Kansas entire service territory. We utilize dedicated project management, scalable engineering teams, and standardized workflows to efficiently support routine workloads, large-scale programs, and surge demands.

Our approach combines local and regional resources with specialized subject matter experts in engineering, permitting, environmental services, and construction. Centralized program oversight, rigorous quality assurance processes, and resource-sharing capabilities ensure consistent execution, rapid response to changing priorities, and reliable delivery across all service areas.

This integrated model enables B&M to provide City of Garden City, Kansas with a dependable, flexible, and scalable partner capable of supporting projects of varying size and complexity while maintaining the highest standards of safety, quality, and customer service.

## Executive Sponsorship

Black & McDonald is committed to maintaining active executive engagement throughout the duration of the contract. Our executive sponsors provide strategic oversight, organizational alignment, and resource support to ensure City of Garden City, Kansas receives consistent service, responsiveness, and long-term value. Executive leadership remains actively involved in program governance through periodic business reviews, performance evaluations, risk assessments, and strategic planning discussions.

Executive sponsors serve as advocates for the partnership, helping remove organizational barriers, facilitating cross-functional collaboration, and ensuring access to the resources necessary to meet evolving program requirements. This level of leadership involvement reinforces accountability, promotes continuous improvement, and demonstrates B&M's commitment to the success of City of Garden City, Kansas programs and initiatives.

## Escalation and Issue Resolution Process

B&M utilizes a structured escalation and issue resolution process designed to identify, communicate, and resolve concerns quickly while minimizing impacts to project schedules, quality, safety, and operational objectives. Issues are addressed at the lowest appropriate level

whenever possible; however, a clearly defined escalation path ensures timely involvement of project management, regional leadership, and executive sponsors when additional support or decision-making is required.

Our process emphasizes proactive risk identification, transparent communication, root-cause analysis, corrective action planning, and continuous monitoring until resolution is achieved. Regular project reviews, performance tracking, and open communication channels enable issues to be addressed before they become significant challenges.

Key elements of our approach include:

- Defined escalation hierarchy with designated points of contact.
- Timely communication and issue reporting protocols.
- Root-cause analysis and corrective action implementation.
- Executive involvement for critical or high-priority issues.
- Ongoing status tracking and resolution verification.
- Lessons learned and continuous improvement practices.

This disciplined governance framework ensures rapid issue resolution, clear accountability, and uninterrupted support across all aspects of service delivery.

# Project Approach

## Overview

Our approach is designed to provide the City of Garden City with an accurate, defensible, and GIS ready assessment of its wood pole infrastructure while maintaining a strong focus on safety, quality, and operational efficiency. We will leverage experienced utility inspection personnel, proven field inspection methodologies, and a rigorous quality management process to deliver reliable asset condition data that supports infrastructure planning, maintenance prioritization, and long term system reliability. The inspection program will be executed in close coordination with City personnel to ensure transparency, timely communication, and successful completion within the required schedule. The project includes inspection of approximately 7,024 poles across six districts over the 2027-2029 contract period.

## Project Planning and Mobilization

Upon contract award, BMES will conduct a project kickoff meeting with City stakeholders to establish project objectives, review scope requirements, confirm reporting expectations, and finalize communication protocols. During this phase, our team will review available pole inventory data, district boundaries, GIS requirements, and project schedules to develop an efficient inspection plan.

A dedicated Project Manager will serve as the single point of contact throughout the engagement and will oversee project execution, resource allocation, quality control, and client communications. Prior to field deployment, all personnel will undergo project specific safety and quality briefings to ensure compliance with City requirements and applicable industry standards. Mobilization activities will include crew scheduling, equipment preparation, data collection system configuration, and establishment of reporting workflows that support timely data delivery and project visibility.

## Field Inspection and Data Collection

Field inspections will be performed by experienced utility inspectors utilizing a systematic, district-based approach designed to maximize efficiency while maintaining data quality. Pole inspections will be conducted in accordance with the project specifications, including visual assessments and resistograph testing where required. Inspection personnel will evaluate each structure for signs of decay, insect infestation, cracks, splits, fire damage, collision damage, vandalism, and other conditions that may affect structural integrity

For each inspected pole, the inspection team will collect and document relevant asset information including pole identification number, pole year, height, class, GPS location, photographic documentation, attachment information, and right-of-way observations. Additional observations concerning vegetation encroachment, accessibility constraints, and other field conditions will be recorded as required. Poles determined to be rejected or requiring priority replacement will be identified and documented in accordance with City specifications, with immediate notification provided to designated City representatives when public safety concerns are identified.

Throughout field operations, crews will maintain a professional presence, utilize appropriate personal protective equipment, and adhere to all applicable safety regulations and utility best

practices. Daily production and data collection activities will be monitored to ensure schedule adherence and efficient project execution.

## Quality Assurance and Quality Control

BMES understands that the value of a pole inspection program is directly tied to the accuracy and consistency of the resulting data. To ensure the highest level of quality, we will implement a comprehensive Quality Assurance and Quality Control (QA/QC) program throughout the life of the project.

Field data will undergo routine validation reviews to verify completeness, accuracy, and consistency with project requirements. Inspection records, GPS coordinates, photographs, and asset attributes will be reviewed through established quality control procedures before being incorporated into project deliverables. Any discrepancies identified during review will be promptly corrected through additional validation or follow-up field verification when necessary.

Project management personnel will regularly monitor production metrics, quality trends, and schedule performance to ensure project objectives are achieved while maintaining the expected level of accuracy. This proactive approach reduces the likelihood of data deficiencies and ensures confidence in the final deliverables.

## Reporting and GIS Integration

Communication and transparency are important components of our project delivery methodology. BMES will provide routine progress updates throughout the inspection program, allowing City staff to monitor inspection activities, production rates, and emerging asset condition trends. Weekly progress reports will summarize completed work, upcoming activities, and any issues requiring City attention.

Inspection results will be compiled into a structured dataset compatible with the City's ESRI ArcGIS environment. Our team will perform data validation and formatting to ensure smooth integration into existing asset management systems. In addition to GIS-ready data, BMES will provide condition assessments and recommendations that support maintenance planning, replacement prioritization, and future capital improvement decisions.

## Project Closeout and Deliverables

Upon completion of field inspections and quality reviews, BMES will prepare and submit comprehensive final deliverables in accordance with contract requirements. Deliverables will include inspection records, GIS-compatible datasets, photographs, rejected pole documentation, priority replacement recommendations, and final summary reports identifying overall system conditions and observations. A final electronic dataset and report package will be delivered for incorporation into the City's asset management processes

Following submission, BMES will conduct a project closeout review with City stakeholders to discuss results, answer questions, and ensure all contractual requirements have been successfully satisfied. Our objective is to provide the City of Garden City with a complete and reliable understanding of its wood pole infrastructure, enabling informed decision-making, improved public safety, and proactive asset management for years to come.

# Eric Martin

Designer II

## Professional Summary

Mr. Martin is a versatile professional with a strong background in design, process optimization, and talent acquisition. He began his career as a Solar Energy Specialist at ADT, where he developed a foundation in customer relations and project coordination. After joining Black & McDonald as a Designer for communication and distribution lines, he broadened his contributions by taking on talent recruitment responsibilities. Through these efforts, he played a key role in building the engineering team and strengthening the company's workforce. His responsibilities later evolved into process creation and workflow management. In this capacity, he has driven efficiency by developing automated workflows and implementing process improvements that enhance team productivity and operational performance.

## Industry Experience

**Black & McDonald (2024 – Present)**

Mr. Martin serves as Designer II in Engineering Services and is primarily responsible for workflow integration and process improvement. His focus is to create a more efficient workplace with a focus on process control, data management, and design.

Mr. Martin has served as a Designer for 2 years and has had several roles.

- Duke Design Order Creation
- Just Engineering Cut Ups
- Just Engineering Make Ready Design
- Windstream Make Ready Design

Mr. Martin has also served as an administrator for our software platforms, Katapult and Monday, where he deploys models, creates workflows, and builds automations.

- OCM – Design Order Creation Model
- Evergy – 2025 Model
- Liberty Utilities Model
- Brightspeed Make Ready Board
- Evergy Pole Program Board
- Evergy Joint Use Board
- Liberty Joint Use Board
- Windstream Make Ready Board

**ADT Solar (2022-2023)**

Mr. Martin served as a Solar Energy Specialist, which included several tasks.

- Evaluated net metering agreements for all electric utilities in Eastern Kansas and determined regions of high and low potential.
- Created leads in the Missouri region of operations.
- Identified customer goals and designed solar arrays tailored to their needs.
- Calculated energy production of the arrays and forecasted future bills based on current energy use and predictive analysis of future energy costs.

- Produced financial and utility documents to finalize contracts.

## Education

**Master's in Business Administration – Washington Governors University (2025 – present)**

**Bachelor of Science, Math and Statistics – University of Missouri Kansas City**

**National Qualifier for Lincoln Douglass Debate (NFA)**

**HAYDEN ALEX OWENS**

**Power Pole Inspection Foreman | IML Inspection | Utility Field Operations**

**PROFESSIONAL PROFILE**

Utility field professional with extensive hands-on experience in wood pole inspection, treatment, excavation, structural assessment, crew leadership, and utility data collection. Progressed through field responsibilities from excavation and treatment work into inspection, crew leadership, and foreman-level operations. Experienced in performing and overseeing advanced pole inspections utilizing IML Resistograph equipment to collect internal wood-density data and identify deterioration that may not be visible through conventional inspection methods.

Currently serves as a Foreman with Keystone Energy Group, leading power pole inspection crews, managing daily field production, reviewing inspection quality, and supporting utility data collection projects. Experienced with IML data collection, Katapult Pro, digital field applications, field photography, quality control, and utility infrastructure documentation.

**PROFESSIONAL EXPERIENCE**

**KEYSTONE ENERGY GROUP**

**Foreman**

- Lead field crews performing wood utility pole inspection, treatment, structural assessment, and utility data collection.
- Coordinate daily crew assignments, inspection routes, production expectations, and project priorities.
- Oversee advanced structural inspections utilizing **IML Resistograph inspection equipment**.
- Perform IML drilling and collect internal resistance data used to evaluate wood density, decay, voids, and internal deterioration.
- Review IML inspection results alongside visual observations, sounding, probing, and external pole conditions.
- Ensure proper IML drilling locations, equipment operation, and field procedures are followed to produce reliable inspection data.
- Identify poles requiring additional evaluation, treatment, restoration, or rejection based on inspection findings and client criteria.

- Review completed inspections for accuracy, completeness, and compliance with client specifications.
- Train field personnel on pole inspection techniques, IML equipment operation, data collection procedures, and documentation requirements.
- Conduct daily safety discussions and reinforce PPE, traffic exposure, right-of-way awareness, and safe work practices.
- Monitor crew production and quality while addressing access, equipment, safety, and field-related issues.
- Communicate daily production, inspection findings, project concerns, and unusual pole conditions to project management.

**UTILITY DATA COLLECTION**

- Perform and oversee field data collection utilizing **Katapult Pro** and other client-required platforms.
- Collect pole attributes, attachment information, equipment details, communication facilities, guys, anchors, risers, transformers, and other utility infrastructure data.
- Capture required field photography and verify that photos meet project requirements.
- Collect attachment heights and other measurements required for utility and communications projects.
- Navigate digital maps, KMZ files, assigned routes, and field work packages.
- Review collected data for completeness and accuracy prior to submission.
- Coordinate crews working in rural, urban, roadside, rear-easement, and difficult-access environments.

**Crew Lead**

- Directed crews completing pole inspection, treatment, and excavation activities.
- Coordinated daily work and maintained production expectations.
- Assisted with field planning, safety meetings, and jobsite assessments.
- Verified that inspection, treatment, excavation, and restoration work was completed correctly.

- Trained new employees on field procedures, safety expectations, and quality standards.
- Assisted inspectors with difficult pole conditions and unusual inspection findings.

**Utility Pole Inspector**

- Performed detailed structural inspections of wood utility poles.
- Conducted visual inspections, sounding, probing, excavation, and internal evaluation.
- Utilized inspection findings to identify decay, deterioration, mechanical damage, voids, and groundline deficiencies.
- Performed **IML Resistograph inspections** to obtain internal resistance profiles and evaluate structural wood condition.
- Collected and documented inspection data through digital field applications.
- Identified poles requiring treatment, restoration, further evaluation, or rejection.
- Maintained production and quality requirements while working independently and with field crews.

**Pole Treater**

- Applied approved external and internal preservative treatments to wood utility poles.
- Prepared poles for treatment following excavation and inspection.
- Followed chemical handling, PPE, environmental, and treatment requirements.
- Restored work areas following inspection and treatment activities.
- Maintained treatment equipment, materials, and field tools.

**Excavator**

- Excavated around wood utility poles to expose the groundline inspection area.
- Prepared poles for structural inspection and treatment.
- Used hand tools and digging equipment in a variety of soil and terrain conditions.
- Backfilled and restored excavation areas following completion of field work.
- Worked in roadside, rural, rear-easement, and difficult-access environments.

- Developed foundational knowledge of wood pole construction, deterioration, inspection, and treatment.

**TECHNICAL SKILLS**

**IML Resistograph Inspection • IML Data Collection • Internal Wood-Density Assessment • Wood Pole Inspection • Structural Condition Assessment • Sounding & Probing • Pole Excavation • Preservative Treatment • Power Pole Inspection • Katapult Pro • Utility Data Collection • Field Photography • Attachment Height Collection • Overhead Distribution • Joint-Use Infrastructure • Digital Field Applications • Crew Leadership • Quality Control • Field Production Management • Job Safety Analysis • Right-of-Way Operations**

**ALEXANDER MAXWELL**

**UTILITY POLE INSPECTION & STRUCTURAL ASSESSMENT PROFESSIONAL**

**IML Resistograph | Wood Pole Inspection | Field Quality Control | Crew Leadership**

**SUMMARY OF QUALIFICATIONS**

Experienced utility inspection professional specializing in the assessment of wood distribution poles and collection of structural field data. Strong background in advanced pole inspection methods, including **IML Resistograph testing**, conventional sounding and probing, groundline inspection, excavation, treatment, and digital documentation.

Experienced in collecting and evaluating IML resistance profiles to identify internal deterioration, decay, voids, and variations in wood condition that cannot always be identified through external inspection alone. Combines technical inspection knowledge with field leadership experience, crew coordination, production management, and utility data collection.

Additional experience includes Katapult Pro, overhead utility fielding, pole photography, equipment identification, joint-use data collection, and completion of client-specific digital inspection records.

**KEYSTONE ENERGY GROUP**

**Foreman | Power Pole Inspection**

Responsible for field execution and quality oversight of utility pole inspection crews supporting electric utility infrastructure projects.

**Inspection & Structural Assessment**

- Perform comprehensive wood pole condition assessments using visual inspection, sounding, probing, excavation, and advanced internal inspection techniques.
- Conduct **IML Resistograph testing** to measure drilling resistance through wood pole cross-sections.
- Collect internal pole data used to detect deterioration, decay pockets, voids, and changes in wood density.
- Evaluate IML data in combination with external conditions and conventional inspection findings.
- Verify correct test locations and inspection procedures to ensure accurate and repeatable field data.

- Document structural findings and unusual pole conditions through client-required digital platforms.
- Identify conditions requiring treatment, restoration, additional assessment, or escalation.

**Quality & Field Oversight**

- Review field inspections to confirm required procedures and documentation have been completed.
- Perform quality checks on inspection records, photographs, IML data, and supporting field information.
- Assist inspectors in evaluating abnormal or questionable pole conditions.
- Train employees in inspection techniques, equipment operation, documentation, and quality expectations.
- Ensure crews follow client procedures and established inspection standards.
- Communicate significant structural findings and field issues to project management.

**Crew & Production Management**

- Organize field crews and coordinate daily inspection routes.
- Establish production expectations and monitor daily progress.
- Conduct jobsite safety discussions and reinforce PPE and right-of-way requirements.
- Resolve field access, equipment, production, and logistical issues.
- Maintain accountability for inspection tools, IML equipment, vehicles, and assigned field resources.
- Support employee development from entry-level field work through inspection responsibilities.

**UTILITY FIELD DATA COLLECTION EXPERIENCE**

- Collect detailed electric and communications infrastructure information utilizing **Katapult Pro**.

- Document poles, electrical equipment, communication attachments, transformers, risers, guys, anchors, and associated facilities.
- Capture client-required field photographs and measurement data.
- Record attachment heights and utility attributes used for engineering and make-ready evaluation.
- Navigate maps, KMZ files, digital routes, and assigned work packages.
- Conduct fielding in urban, rural, roadside, rear-property, and difficult-access environments.
- Perform quality reviews to ensure collected data is complete prior to submission.

**POLE INSPECTION EXPERIENCE**

**Inspector**

- Evaluated wood utility poles for internal and external deterioration.
- Performed sounding, probing, visual inspection, excavation, and groundline assessment.
- Conducted IML testing when advanced internal assessment was required.
- Documented inspection findings and structural observations electronically.
- Recognized decay, mechanical damage, groundline deterioration, shell loss, and other pole deficiencies.
- Assisted in determining appropriate treatment or follow-up actions based on inspection findings.

**Treatment Technician**

- Performed preservative treatment activities following pole inspection.
- Applied approved treatment products in accordance with required procedures.
- Assisted with internal and external treatment applications.
- Followed required PPE, chemical handling, and environmental practices.
- Maintained treatment tools and field equipment.

**Excavation Technician**

- Exposed utility pole groundlines for detailed inspection and treatment.

- Excavated to required depths while protecting surrounding property and facilities.
- Prepared poles for inspection and treatment operations.
- Restored soil and work areas following completion.
- Worked safely around energized utility infrastructure and public rights-of-way.

**AREAS OF EXPERTISE**

- IML Resistograph Testing
- IML Resistance Data Collection
- Internal Pole Condition Assessment
- Wood Pole Structural Inspection
- Groundline Inspection
- Sounding & Probing
- Internal & External Decay Identification
- Utility Pole Treatment
- Pole Excavation
- Inspection Quality Control
- Utility Field Documentation
- Katapult Pro
- Joint-Use Data Collection
- Overhead Distribution Fielding
- Field Photography & Measurements
- Digital Mapping & KMZ Navigation
- Crew Training
- Foreman Responsibilities
- Field Production
- Utility Safety & PPE

## BID SHEET & CERTIFICATION

The City of Garden City is seeking competitive sealed bids for Wood Utility Pole Inspection in 2024 and 2025. The City of Garden City desires to engage with a qualified Contractor for this project.

**Qty. Description**

**(1)-** 2,821 Wood utility poles to be inspected within six (6) weeks in 2027. (Districts 1 & 2)

**2027 unit cost per pole:** $43.00

**(2)-**2,108 Wood utility poles to be inspected within six (6) weeks in 2028. (Districts 3 & 4)

**2028 unit cost per pole:** $40.00

**(3)-**2,095 Wood utility poles to be inspected within six (6) weeks in 2029. (Districts 5 & 6)

**2029 unit cost per pole:** $38.00

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: Cerberus Construction, LLC

Company Address: 2706 W. Marshall Ave. Longview, TX 75604

Taxpayer Identification Number (T.I.N.): 88-1864647

Telephone No. (903) 215-8332 Fax No. N/A

Email Address: marvin@cerberusconstruction.com

Print Name: Marvin Irwin

Signature: Marvin Irwin

*Proposal*

# WOOD UTILITY POLE INSPECTION 2027-2029

*Submitted to:*

GARDEN CITY
KANSAS

*Submitted by:*

INTEC Services, Inc.

2926 E Mulberry
Fort Collins, Colorado 80524

October 26, 2026

# TABLE OF CONTENTS

**Bid Sheet & Certification** ..... **3**

**Pricing** ..... **3**

**List of Subcontractors** ..... **4**

**References Form** ..... **5**

## BID SHEET & CERTIFICATION

The City of Garden City is seeking competitive sealed bids for Wood Utility Pole Inspection in 2024 and 2025. The City of Garden City desires to engage with a qualified Contractor for this project.

**Qty. Description**

**(1)-** 2,821 Wood utility poles to be inspected within six (6) weeks in 2027. (Districts 1 & 2)

**2027 unit cost per pole: $24.00**_____

**(2)-**2,108 Wood utility poles to be inspected within six (6) weeks in 2028. (Districts 3 & 4)

**2028 unit cost per pole: $24.75**_____

**(3)-**2,095 Wood utility poles to be inspected within six (6) weeks in 2029. (Districts 5 & 6)

**2029 unit cost per pole: $25.50**_____

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: Intec Services, Inc_____

Company Address:2926 E. Mulberry, Fort Collins, Co 80524_____

Taxpayer Identification Number (T.I.N.): 84-1188365_____

Telephone No. (970) 482-6550_____Fax No._____

Email Address: akudick@intecservicesinc.com_____

Print Name: Andrew P. Kudick_____

Signature:_____

## LIST OF SUBCONTRACTORS

Bidders shall submit the following information pursuant to the conditions herein.

Please check the box accordingly:

☑ Subcontractors WILL NOT be utilized to complete work.

☐ Subcontractors WILL be utilized to complete work. (Complete the rest of the form)

No Contractor whose bid is accepted shall permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid without the consent of the City.

| Subcontractor: | Category of Work: | Address of Business: | Phone #: |
|---|---|---|---|
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## BIDDER REFERENCE FORM

The Contractor shall supply, with its bid, professional references of companies or organizations for which it has performed similar testing of wooden utility power poles within the last twenty-four (24) months. At least three (3) references shall be included with a contact name and telephone number.

1. Company Name: Western Farmers Electric Cooperative

Contact Name: Ricky Allen

Contact Phone:(405) 247-4475 Contact Email: Ricky.Allen@wfec.com

Date(s) of Services Rendered:

Brief Description of Specific Services Rendered:
Inspection of approximately 25,000 transmission poles including overhead, partial excavation, treating, RUS assembly verification, and vegetation conditions in OK and TX over the last 3 years including ESRI AGOL dashboard and export

---

2. Company Name: Cotton Electric Cooperative

Contact Name: Mike Ottinger/V.P. Operations and Engineering

Contact Phone: (580) 591-1244 Contact Email:mottinger@cottonelectric.com

Date(s) of Services Rendered

Brief Description of Specific Services Rendered:
Sound and Bore Inspection of approximately 7,000 poles in 2026 including RUS Assembly units, and pole number installation in Oklahoma including ESRI AGOL dashboard and exports.

---

3. Company Name: Southwest Rural Electric Association

Contact Name: Austin Huff

Contact Phone: (580-687-5113 Contact Email: austinh@swre.com

Date(s) of Services Rendered:

Brief Description of Specific Services Rendered:
Partial excavation inspection of approximately 15,000 poles in OK and TX in 2025-2026.

# CLIENT REFERENCE LIST

| | |
|---|---|
| **Client Name: NorthWestern Energy**<br>**Project Name: Wood Pole Inspection, Treating, and Reporting**<br>**Client Reference Name: Matt Holden**<br>**Title: Manager – Electrical System Integrity**<br>**Company: NorthWestern Energy**<br>**Address: 40 East Broadway Street**<br>**Butte, MT 59701**<br>**Phone: (406) 542-5923**<br>**E-mail: Matt.Holden@northwestern.com**<br>**Dates: July of 2014 to Date**<br>**Project Size: Approx. 60,000 structures**<br>**System: Distribution and Transmission** | **Project Description:**<br>Currently under contract and providing inspection annual inspections of transmission and distribution systems in Montana and South Dakota. INTEC provides inspection, remedial treatment, and GPS coordinate collection services for NWE. All facilities on the poles are also visually inspected and any deficiencies noted and recorded. Work scope includes measuring clearances and performing compliance inspections. Wood structures inside substations are also inspected. This work is recorded in the field utilizing CartoPac software. |
| **Client Name: Xcel Energy**<br>**Project Name: Wood Pole Inspections and Reinforcement, QC / Audit W/EDM Project**<br>**Client Reference Name: Erin Kees**<br>**Title: Project/Contracting Manager**<br>**Company: Xcel Energy**<br>**Address: 1800 Larimer Street, Suite 1600**<br>**Denver, Co 80202**<br>**Phone: (612) 321-3126**<br>**E-mail: Erin.L.Kees@xcelenergy.com**<br>**Project Size: Approx. 8,000 structures**<br>**System: Distribution** | **Project Description:**<br>Wood Pole Inspections and Reinforcement<br>Contractor is to inspect and treat wood distribution and transmission poles and substation wood structures in all operating regions. Contractor is to collect and report all other pole data (location, size, etc.) in addition to inspection results. Work may also include installing steel trusses on Transmission & Distribution wood poles. INTEC is working in Colorado & Minnesota for Xcel.<br>**QC / Audit Project**<br>Currently working with EDM on QC / Audit Project. Going behind vendors and running 5% Quality Control Checks on poles inspected by vendors. Reporting them to EDM and Xcel Energy. Then Auditing 2% of the QC's. |

KAW VALLEY ENGINEERING

602 E. Fulton St., Garden City, KS 67846 · 620-277-9608 · www.kveng.com

October 26, 2026

City of Garden City, Electric Division
ATTN: Kent Pottorf, Electric Operations Manager
140 Harvest St., P.O. Box 998
Garden City, KS 67846

**Re: Wood Utility Pole Inspection 2027–2029 — Statement of Exceptions and Qualifications (Instructions and Conditions, Item 10)**

Dear Mr. Pottorf:

Kaw Valley Engineering, Inc. submits the enclosed bid in full compliance with the specifications, terms, and conditions, with the following clarification to the Bidder Reference Form (page 13):

Kaw Valley Engineering has not performed wood utility pole inspection under contract within the past twenty-four months. In its place we submit the following qualifications specific to this work:

1. Inspection will be performed with two Rinntech R650 Resistograph® units per the drilling procedure in Specification Item 1. Field personnel will complete a Kaw Valley Engineering in-house wood pole inspection training program, developed and supervised by the firm's professional engineers, in addition to Resistograph® operator training from the manufacturer's North American distributor, prior to mobilization.
2. Pole location, photographs, attributes, and condition will be captured in a single survey-grade GNSS/iPad field workflow and delivered as an Esri ArcGIS-compatible feature class, exceeding the 3-foot positional requirement.
3. All inspection work will be performed under the direct supervision of Kaw Valley Engineering's Kansas-licensed Professional Engineers, Michael Osbourn, P.E., and Leon Osbourn, P.E., with reject and priority-reject determinations reviewed by the engineer before weekly reporting.
4. Kaw Valley Engineering proposes to perform each year's inspection between January and March, with two crews fielded to complete each year's districts within the six-week term following authorization to proceed.

No other exceptions are taken.

Sincerely,

Chris Cole

Chris Cole
Manager of Field Services
Kaw Valley Engineering, Inc.
(785) 706-8229 · ChrisC@kveng.com

Enclosures: Bid Sheet & Certification; List of Subcontractors; Bidder Reference Form

## BID SHEET & CERTIFICATION

The City of Garden City is seeking competitive sealed bids for Wood Utility Pole Inspection in 2024 and 2025. The City of Garden City desires to engage with a qualified Contractor for this project.

**Qty. Description**

**(1)-** 2,821 Wood utility poles to be inspected within six (6) weeks in 2027. (Districts 1 & 2)

**2027 unit cost per pole:** $47.18

**(2)-**2,108 Wood utility poles to be inspected within six (6) weeks in 2028. (Districts 3 & 4)

**2028 unit cost per pole:** $48.60

**(3)-**2,095 Wood utility poles to be inspected within six (6) weeks in 2029. (Districts 5 & 6)

**2029 unit cost per pole:** $50.06

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: Kaw Valley Engineering, Inc.

Company Address: 602 E. Fulton St., Garden City, KS 67846

Taxpayer Identification Number (T.I.N.): 480937881

Telephone No. 620-277-9608 Fax No. _____

Email Address: ChrisC@kveng.com

Print Name: Chris Cole, Manager of Field Services

Signature: Chris Cole

## LIST OF SUBCONTRACTORS

Bidders shall submit the following information pursuant to the conditions herein.

Please check the box accordingly:

☐ X Subcontractors WILL NOT be utilized to complete work.

☐ Subcontractors WILL be utilized to complete work. (Complete the rest of the form)

No Contractor whose bid is accepted shall permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid without the consent of the City.

| Subcontractor: | Category of Work: | Address of Business: | Phone #: |
|---|---|---|---|
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**BIDDER REFERENCE FORM**

The Contractor shall supply, with its bid, professional references of companies or organizations for which it has performed similar testing of wooden utility power poles within the last twenty-four (24) months. At least three (3) references shall be included with a contact name and telephone number.

1. Company Name: Takkion, Pioneer Creek Wind Project

Contact Name: Drew Peer

Contact Phone: 978-810-1632 Contact Email: drew.peer@takkion.com

Date(s) of Services Rendered: June 2026-Ongoing

Brief Description of Specific Services Rendered: Construction staking and as built verification of Pioneer Creek Windfarm

---

2. Company Name: Pack Power, Pioneer Creek Windfarm Collection Lines

Contact Name: Ryan Newman

Contact Phone: 715-410-2282 Contact Email: rnewman@packpowerco.com

Date(s) of Services Rendered: June 2026-Ongoing

Brief Description of Specific Services Rendered: As built verification and staking for collection lines at Pioneer Creek Windfarm.

---

3. Company Name: Finney County

Contact Name: Mackenzie Phillips

Contact Phone: 620-275-3565 Contact Email: mphillips@finneycounty.org

Date(s) of Services Rendered: 2022, 2026

Brief Description of Specific Services Rendered: WKSC Inspection and materials testing for mass grading, utility construction, road construction (2022). Inspection and materials testing for Maple St. (2026).

## POLE INSPECTION SPECIFICATIONS

1. Resistograph drilling procedure done with two ground-level drills using a 1/8” bit at a 45-degree angle. The second drill point will be 90 degrees from the first drill point.
2. The inspection shall consist of the following information.
    a. Pole numbering per city specifications at 10 feet above ground level with two owner-provided screws. Any poles found already numbered according to these specifications will not be re-numbered but will continue with the consecutive numbering scheme.
    b. Pole manufacture year and type
    c. Pole height
    d. Pole class
3. Insect damage/infestation.
4. Rotting or decay of the structure and any splits or cracks.
5. Note any other utility attachments.
6. Note all Right-of-Way items, such as trees or brush in the pole vicinity.
7. Sound the pole at least 10 times, at ground level, in at least 4 different locations around the pole, as high as the inspector can reach standing on ground level with a 22oz hammer, for any above-ground rot.
8. Note any other items that the inspector believes would cause the physical performance of the structure to be rejected, and its conditions noted.
9. Note fire, collision, or vandalism damage.
10. GPS location of each pole and one photo with the pole number included, the full length of any pole inspected 10 years or older. All poles newer than 10 years only need a visual inspection with GPS location and a photo with the pole number included.
11. A weekly update report on all poles inspected is given at the end of the work week.
12. Any poles that are an immediate danger to the public will be reported ASAP to the designated point of contact.
13. Compatible software to use with ESRI ArcGIS.
14. Rejected poles must be marked with a red tag installed 5’ above the ground.
15. Priority rejected poles must be marked with two (2) red tags installed 5’ above the ground.
16. A full report will be produced in paper and one electronic file upon completion.

## INSTRUCTIONS AND CONDITIONS

These conditions are integral to this bid, and the bidder must comply with them.

1. Bidder must bid on the Bid Sheet & Certification (page) and submit references on the Bidder References Form (page), as requested.
2. Bidder should make a copy of the bid for his/her file.
3. All costs for the service must be included in the total bid price as stated on the Bid Sheet & Certification (page).
4. The City reserves the right to accept or reject any or all bids, reserves all rights granted by law, reserves the right to waive formalities, and takes such action as it deems necessary in the City's best interest.
5. Each bidder must sign the bid with his/her signature and shall give his/her business address on the form provided in this bid.
6. The City operates on an equal opportunity basis in its bidding policy. Bidding is open to all interested parties in compliance with national, state, and local laws.
7. No late bids will be opened.
8. Bids will be opened and read publicly at the Utilities Service Center, 140 Harvest St., Garden City, KS 67846.
9. No bid award will be made at the time of the opening. The successful bidder will be contacted immediately following bid approval by the Governing Body of the City of Garden City, Kansas. Bidders may contact the City of Garden City Electric Division at (620) 276-1290 to find out the results of the bid award.
10. Exceptions. The Bidder shall furnish a statement on company letterhead describing all exceptions to the terms, conditions, and specifications. Failure to furnish the statement will mean that the bidder agrees to meet all terms, conditions, and specifications requirements.

## BID SHEET & CERTIFICATION

The City of Garden City is seeking competitive sealed bids for Wood Utility Pole Inspection in 2024 and 2025. The City of Garden City desires to engage with a qualified Contractor for this project.

**Qty. Description**

**(1)-** 2,821 Wood utility poles to be inspected within six (6) weeks in 2027. (Districts 1 & 2)

**2027 unit cost per pole:** $141,050.00

**(2)-**2,108 Wood utility poles to be inspected within six (6) weeks in 2028. (Districts 3 & 4)

**2028 unit cost per pole:** $115,940.00

**(3)-**2,095 Wood utility poles to be inspected within six (6) weeks in 2029. (Districts 5 & 6)

**2029 unit cost per pole:** $125,700.00

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: Timber Oklahoma LLC

Company Address: 809 Purcell Ave

Taxpayer Identification Number (T.I.N.): 47-3944544

Telephone No. 580-732-3400 Fax No. _____

Email Address: cjmurrow@timberokla.com

Print Name: Courtney Murrow

Signature: Courtney Murrow

## LIST OF SUBCONTRACTORS

Bidders shall submit the following information pursuant to the conditions herein.

Please check the box accordingly:

☒ Subcontractors WILL NOT be utilized to complete work.

☐ Subcontractors WILL be utilized to complete work. (Complete the rest of the form)

No Contractor whose bid is accepted shall permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid without the consent of the City.

| Subcontractor: | Category of Work: | Address of Business: | Phone #: |
|---|---|---|---|
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**BIDDER REFERENCE FORM**

The Contractor shall supply, with its bid, professional references of companies or organizations for which it has performed similar testing of wooden utility power poles within the last twenty-four (24) months. At least three (3) references shall be included with a contact name and telephone number.

1. Company Name: City of Kingfisher

Contact Name: Mark Gambel

Contact Phone: 405-368-5329 Contact Email: kingfisherelectric@pldi.net

Date(s) of Services Rendered: 2015-Present

Brief Description of Specific Services Rendered: Vegetaion Management

---

2. Company Name: GRDA

Contact Name: Kyle Birkenfeld

Contact Phone: 918-500-5953 Contact Email: Kyle.Birkenfeld@grda.com

Date(s) of Services Rendered: 2026-,2027

Brief Description of Specific Services Rendered: Vegetation Management including transmission lines along with working with their Esri data.

---

3. Company Name: City of Fredrick

Contact Name: Kyle Davis

Contact Phone: 580-335-7528 Contact Email: citymanager@frederickok.org

Date(s) of Services Rendered: 2025/2026 & 2026/2027

Brief Description of Specific Services Rendered: Vegetation Mangement

**ADVERTISEMENT**

**NOTICE TO BIDDERS**

The City of Garden City Electric Department is soliciting bids for Wood Utility Pole Inspection for 2027-2029. Sealed bids are to be returned by ***11:00 AM, CT, Monday, October 26, 2026,*** at the Electric Utility Service Center, 140 Harvest St., PO Box 998, Garden City, KS 67846, at which time the bids will be opened and publicly read. Bids received after this time will be returned unopened.

The work consists of Wood Utility Pole Inspection in various locations throughout the City of Garden City. Bid sheets and specifications are available online at the City of Garden City website at https://www.garden-city.org/bids.aspx.

Bids shall be made on printed forms, which may be obtained from the City Electric Department. Electronic bids will also be accepted via email. No bidder may withdraw his bid for at least sixty (60) days after the scheduled time for the receipt of bids. The City reserves the right to reject any or all bids, waive informalities, and accept the bid deemed to be in the best interest of the City.

Kent Pottorf
Electric Operations Manager
kent.pottorf@gardencityks.us

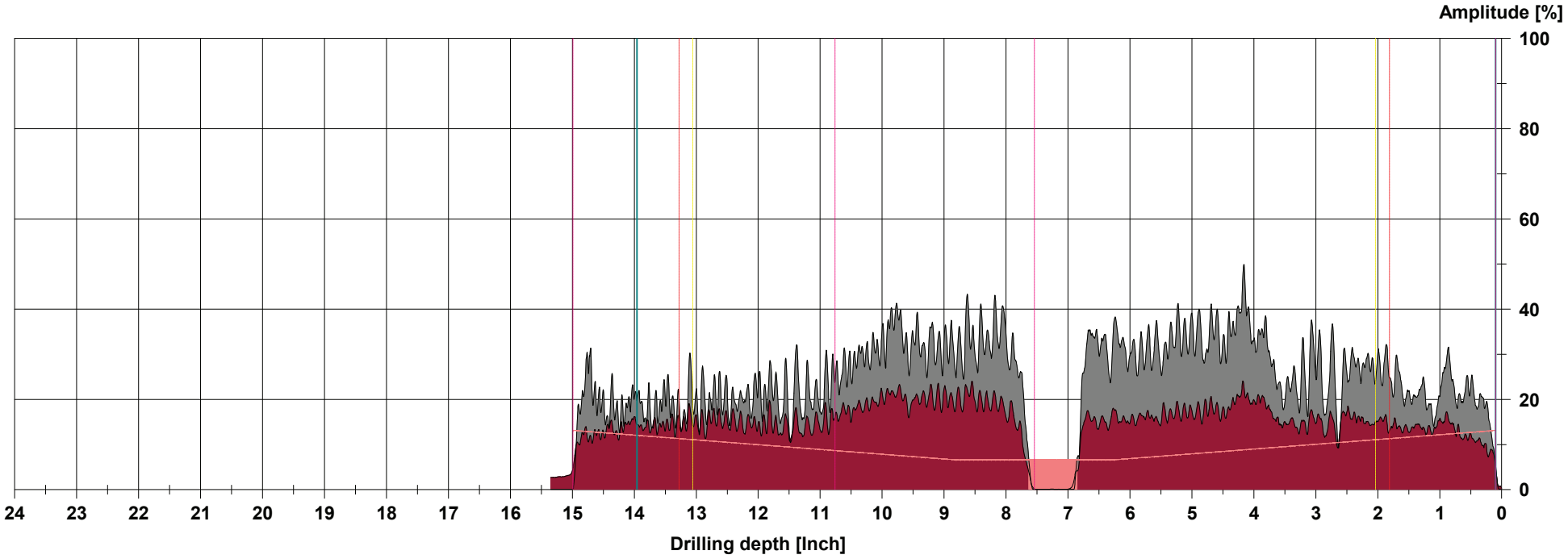
## Measuring / object data

| | | | | | |
|---|---|---|---|---|---|
| **Measurement no.** | 29 | **Speed** | 3000 r/min | **Diameter** | 12.00 in |
| **ID number** | 20089253 | **Needle state** | --- | **Level** | |
| **Drilling depth** | 15.35 in | **Tilt** | -30° | **Direction** | |
| **Date** | 07/12/2021 | **Offset** | 75 / 267 | **Species** | |
| **Time** | 12:45:00 | **Avg. curve** | off / off | **Location** | |
| **Feed** | 40 in/min | | | **Name** | |

## WoodInspector

| | | | | | |
|---|---|---|---|---|---|
| **Program** | Pole - IMLCSA 1.00 | **Sum decay** | 4.6% \| | 0.6% \| | 5.2% |
| **Pole type** | 2BGL | **Heart rot** | 4.6% \| | 0.6% \| | 5.2% |
| **Measurement** | Below soil level | **Shell rot** | No \| | No | |
| **Defect pattern** | Heart rot | **Remaining wall** | 45.4% \| | 49.4% \| | 47.4% |
| **Result (auto)** | PASS | **Strength** | 100.0% \| | 100.0% \| | 100.0% |

EXAMPLE OF GRAPH THAT WILL BE PROVIDED FROM RESISTOGRAPH.




## Assessment

## Comment

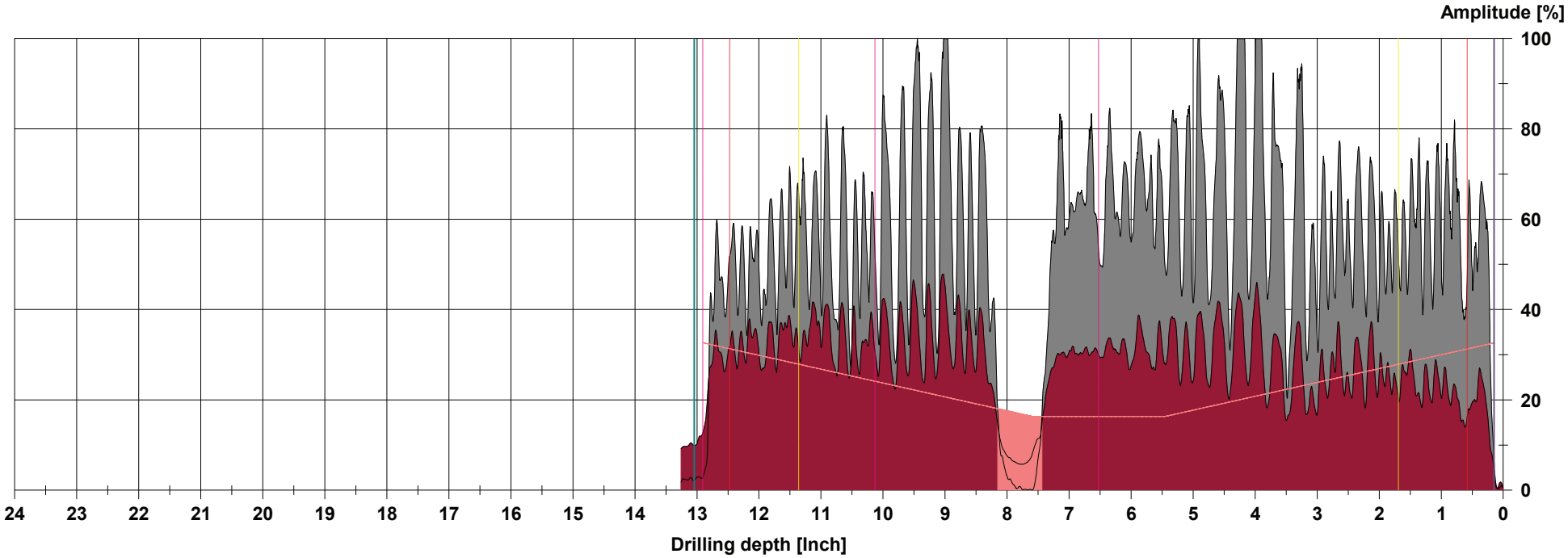
## Measuring / object data

| | | | | | |
|---|---|---|---|---|---|
| **Measurement no.** | 80 | **Speed** | 3000 r/min | **Diameter** | 11.25 in |
| **ID number** | 5782-WP41 | **Needle state** | --- | **Level** | |
| **Drilling depth** | 13.26 in | **Tilt** | -29° | **Direction** | |
| **Date** | 05/21/2021 | **Offset** | 49 / 259 | **Species** | |
| **Time** | 09:48:24 | **Avg. curve** | off / off | **Location** | |
| **Feed** | 40 in/min | | | **Name** | |

## WoodInspector

| | | | |
|---|---|---|---|
| **Program** | Pole - FIRST_E 1.20 | **Sum decay** | 0.0% \| 5.6% \| 5.6% |
| **Pole type** | 3BGL | **Heart rot** | 0.0% \| 5.6% \| 5.6% |
| **Measurement** | Below soil level | **Shell rot** | No \| No |
| **Defect pattern** | Heart rot | **Remaining wall** | 50.0% \| 37.2% \| 43.6% |
| **Result (auto)** | PASS | **Strength** | 100.0% \| 99.6% \| 99.8% |

EXAMPLE OF GRAPH THAT WILL BE PROVIDED FROM RESISTOGRAPH.




## Assessment

## Comment

Not significant enough of a hole and not in the shell region so the % of strength reduced is very minimal. This is also an example of a bore hole as it drops abruptly and returns back up



5782-WP41M080 (PASS).rgp

# EXAMPLE OF DATA THAT WILL BE PROVIDED FROM RESISTOGRAPH.

| Measurement Count | Pole Count | Pole Measurement Count | ID | Pole Type | Date | Decay (%) | Remaining Strength Entry (%) | Remaining Strength Exit (%) | Single Result | Overall Result | Result Modified | WI-Version | PD Serial Number | ADD | Analyze ADD |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 1 | 1 | 6754 | 2BGL | 6/25/2025 | 8.50 | 100.00 | 99.90 | PASS | PASS | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 2 | | 2 | 6754 | 2BGL | 6/25/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 3 | | 3 | 6754 | 2BGL | 6/25/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 4 | 2 | 1 | 8925 | 2BGL | 6/25/2025 | 0.00 | 100.00 | 100.00 | PASS | REJECT | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 5 | | 2 | 8925 | 2BGL | 6/25/2025 | 4.90 | 47.80 | 100.00 | REJECT | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 6 | | 3 | 8925 | 2BGL | 6/25/2025 | 4.50 | 64.80 | 100.00 | REJECT | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 7 | 3 | 1 | 1376 | 2BGL | 6/25/2025 | 0.00 | 100.00 | 100.00 | PASS | PASS | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 8 | | 2 | 1376 | 2BGL | 6/25/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 9 | | 3 | 1376 | 2BGL | 6/25/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 10 | 4 | 1 | 8927 | 2BGL | 6/25/2025 | 0.00 | 100.00 | 100.00 | PASS | REJECT | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 11 | | 2 | 8927 | 2BGL | 6/25/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 12 | | 3 | 8927 | 2BGL | 6/25/2025 | 42.10 | 49.70 | 0.00 | REJECT | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 13 | | 4 | 8927 | 2BGL | 6/25/2025 | 0.00 | 100.00 | 0.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 14 | 5 | 1 | 8928 | 2BGL | 6/25/2025 | 0.00 | 100.00 | 100.00 | PASS | PASS | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 15 | | 2 | 8928 | 2BGL | 6/25/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 16 | | 3 | 8928 | 2BGL | 6/25/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 17 | 6 | 1 | 8929 | 2BGL | 6/25/2025 | 0.00 | 100.00 | 100.00 | PASS | PASS | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 18 | | 2 | 8929 | 2BGL | 6/25/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 19 | | 3 | 8929 | 2BGL | 6/25/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 20 | 7 | 1 | 8930 | 2BGL | 6/25/2025 | 0.00 | 100.00 | 100.00 | PASS | PASS | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 21 | | 2 | 8930 | 2BGL | 6/25/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 22 | | 3 | 8930 | 2BGL | 6/25/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 23 | 8 | 1 | 8931 | 2BGL | 6/25/2025 | 0.00 | 0.00 | 100.00 | REJECT | REJECT | yes | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 24 | | 2 | 8931 | 2BGL | 6/25/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 25 | | 3 | 8931 | 2BGL | 6/25/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 26 | 9 | 1 | 10038 | 2BGL | 6/25/2025 | 0.00 | 100.00 | 100.00 | PASS | PASS | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 27 | | 2 | 10038 | 2BGL | 6/25/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 28 | | 3 | 10038 | 2BGL | 6/25/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 29 | 10 | 1 | 10114 | 2BGL | 9/5/2025 | 0.00 | 100.00 | 100.00 | PASS | PASS | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 30 | | 2 | 10114 | 2BGL | 9/5/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 31 | | 3 | 10114 | 2BGL | 9/5/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 32 | 11 | 1 | 11028 | 2BGL | 9/5/2025 | 0.00 | 100.00 | 100.00 | PASS | PASS | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 33 | | 2 | 11028 | 2BGL | 9/5/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 34 | | 3 | 11028 | 2BGL | 9/5/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 35 | 12 | 1 | 11029 | 2BGL | 9/5/2025 | 0.00 | 100.00 | 100.00 | PASS | PASS | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 36 | | 2 | 11029 | 2BGL | 9/5/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 37 | | 3 | 11029 | 2BGL | 9/5/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 38 | 13 | 1 | 11030 | 2BGL | 9/5/2025 | 0.00 | 100.00 | 100.00 | PASS | PASS | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 39 | | 2 | 11030 | 2BGL | 9/5/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 40 | | 3 | 11030 | 2BGL | 9/5/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 41 | 14 | 1 | 11031 | 2BGL | 9/5/2025 | 0.00 | 100.00 | 100.00 | PASS | PASS | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 42 | | 2 | 11031 | 2BGL | 9/5/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 43 | | 3 | 11031 | 2BGL | 9/5/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 44 | 15 | 1 | 11032 | 2BGL | 9/5/2025 | 0.00 | 100.00 | 100.00 | PASS | PASS | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 45 | | 2 | 11032 | 2BGL | 9/5/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 46 | | 3 | 11032 | 2BGL | 9/5/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 47 | 16 | 1 | 11033 | 2BGL | 9/5/2025 | 0.00 | 100.00 | 100.00 | PASS | PASS | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 48 | | 2 | 11033 | 2BGL | 9/5/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 49 | | 3 | 11033 | 2BGL | 9/5/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 50 | 17 | 1 | 11034 | 2BGL | 9/5/2025 | 0.00 | 100.00 | 100.00 | PASS | PASS | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 51 | | 2 | 11034 | 2BGL | 9/5/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 52 | | 3 | 11034 | 2BGL | 9/5/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |

# EXAMPLE OF DATA THAT WILL BE PROVIDED FROM RESISTOGRAPH.

| Measurement Count | Pole Count | Pole Measurement Count | ID | Pole Type | Date | Decay (%) | Remaining Strength Entry (%) | Remaining Strength Exit (%) | Single Result | Overall Result | Result Modified | WI-Version | PD Serial Number | ADD | Analyze ADD |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 53 | 18 | 1 | 11166 | 2BGL | 9/5/2025 | 0.00 | 100.00 | 100.00 | PASS | PASS | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 54 | | 2 | 11166 | 2BGL | 9/5/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 55 | | 3 | 11166 | 2BGL | 9/5/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 56 | 19 | 1 | 11167 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 100.00 | PASS | PASS | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 57 | | 2 | 11167 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 58 | | 3 | 11167 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 59 | 20 | 1 | 11168 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 100.00 | PASS | PASS | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 60 | | 2 | 11168 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 61 | | 3 | 11168 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 62 | 21 | 1 | 11169 | 2BGL | 12/15/2025 | 5.70 | 100.00 | 100.00 | PASS | PASS | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 63 | | 2 | 11169 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 64 | | 3 | 11169 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 65 | 22 | 1 | 11170 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 100.00 | PASS | PASS | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 66 | | 2 | 11170 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 67 | | 3 | 11170 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 68 | 23 | 1 | 21 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 100.00 | PASS | PASS | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 69 | | 2 | 21 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 70 | | 3 | 21 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 71 | 24 | 1 | 22 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 100.00 | PASS | PASS | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 72 | | 2 | 22 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 73 | | 3 | 22 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 74 | 25 | 1 | 23 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 100.00 | PASS | PASS | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 75 | | 2 | 23 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 76 | | 3 | 23 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 77 | 26 | 1 | 24 | 2BGL | 12/15/2025 | 3.40 | 100.00 | 100.00 | PASS | PASS | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 78 | | 2 | 24 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 79 | | 3 | 24 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 80 | 27 | 1 | 25 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 100.00 | PASS | PASS | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 81 | | 2 | 25 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 82 | | 3 | 25 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 83 | 28 | 1 | 26 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 100.00 | PASS | PASS | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 84 | | 2 | 26 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 85 | | 3 | 26 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 86 | 29 | 1 | 27 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 100.00 | PASS | PASS | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 87 | | 2 | 27 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 88 | | 3 | 27 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 89 | 30 | 1 | 28 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 100.00 | PASS | PASS | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 90 | | 2 | 28 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 91 | | 3 | 28 | 2BGL | 12/15/2025 | 6.70 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 92 | 31 | 1 | 29 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 100.00 | PASS | PASS | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 93 | | 2 | 29 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 94 | | 3 | 29 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 95 | 32 | 1 | 30 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 100.00 | PASS | PASS | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 96 | | 2 | 30 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 0.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 97 | | 3 | 30 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 0.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 98 | | 4 | 30 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 0.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 99 | | 5 | 30 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 0.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 100 | 33 | 1 | 31 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 100.00 | PASS | PASS | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 101 | | 2 | 31 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 100.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 102 | | 3 | 31 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 0.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |
| 103 | | 4 | 31 | 2BGL | 12/15/2025 | 0.00 | 100.00 | 0.00 | PASS | | no | IMLUSP_5.20 | PD500-1234 | yes | yes |

EXAMPLE OF HIGH RESOLUTION PHOTO




EXAMPLE OF HIGH RESOLUTION PHOTO

EXAMPLE OF HIGH RESOLUTION PHOTO




EXAMPLE OF HIGH RESOLUTION PHOTO


EXAMPLE OF HIGH RESOLUTION PHOTO


EXAMPLE OF HIGH RESOLUTION PHOTO

# TIMBER OKLAHOMA LLC

UTILITY VEGETATION MANAGEMENT | FIELD INSPECTIONS | GIS REPORTING

## STATEMENT OF EXCEPTIONS AND ADDITIONAL DELIVERABLES

October 26, 2026 | City of Garden City, Kansas — Public Utilities, Electric Division | Attn: Kent Pottorf

**RE: 2027–2029 Wood Utility Pole Inspection Bid**

Timber Oklahoma LLC submits the following requested exceptions and supplemental deliverables. Except for the exceptions identified below, Timber intends to comply with the solicitation's terms, conditions, and specifications.

**1. REQUESTED EXCEPTION — PAYMENT TERMS**

Timber requests a mobilization payment of 20% of the applicable annual contract amount following contract execution and before work begins for that year. The remaining 80% would be invoiced monthly based on work completed, with the advance credited against the annual contract price. This is our preferred arrangement, not an absolute condition of our bid. Timber is willing to discuss an alternative monthly payment schedule acceptable to the City. Any advance or revised payment terms would require the City's written approval and inclusion in the executed agreement.

**2. REQUESTED EXCEPTION — PROFESSIONAL REFERENCES**

The solicitation requests three references for comparable wood utility pole inspections within the past 24 months. Timber has not completed a dedicated pole-inspection contract and requests permission to provide references from utility vegetation management, right-of-way work, and resistance-drilling tree assessments instead. Each reference will accurately describe services performed. Acceptance of alternative references is subject to City approval.

**3. ADDITIONAL DELIVERABLES — AT NO ADDITIONAL CHARGE**

In addition to the specified inspection procedures and required reports, Timber proposes to provide: (a) pole-specific digital photographs tied to pole IDs and GPS coordinates; (b) a georeferenced KMZ with inspection records and linked or packaged photos where supported; (c) an Excel-compatible spreadsheet of pole locations, inspection dates, findings, deficiencies, and rejection status; (d) summary graphs of inspection progress, condition categories, and rejected/priority-rejected poles; and (e) weekly progress summaries and final ESRI ArcGIS-compatible data files in a format agreed with City staff.

These enhancements supplement—not replace—required inspection methods, pole markings, urgent notifications, paper reports, or ArcGIS-compatible electronic records. File formats and photo linking will be coordinated with the City.

**4. OTHER REQUIREMENTS**

No other exceptions are requested. Submission of this statement does not amend the solicitation or contract unless the City accepts the requested modifications in writing.

GARDEN CITY
KANSAS

# Public Utilities-Electric Division

## 2027-2029

Specifications & Contract Documents

## Wood Utility Pole Inspection

CITY OF GARDEN CITY, KANSAS

# INVITATION TO BID

**BID TITLE:** Wood Utility Pole Inspection

**ISSUE DATE:** September 15, 2026

**BID OPENING:** October 26, 2026

**BID AWARD**

**IMPORTANT NOTE:** Indicate the company name and Bid Title on the front of the sealed bid envelope.

The City of Garden City, Kansas, is seeking competitive sealed bids for the inspection of wood utility poles.

Responding to the Bid should involve interested companies reviewing and analyzing the information provided herein and responding in writing to items where a response is requested.

The City Electric Division will receive sealed bids until 11:00 a.m. CT on October 26, 2026, at which time they will be publicly opened and read aloud. The bid opening will begin promptly at the appointed time at the Utilities Service Center located at 140 Harvest St., Garden City, KS 67846. No bids may be submitted after the bid opening begins. The bidder is solely responsible for the timely submission of this bid.

**Address bids to the City of Garden City, Electric Division**
**ATTN: Wood Utility Pole Inspection**
**140 Harvest St.-P.O. Box 998**
**Garden City, KS 67846, on or before October 26, 2026 at 11:00 a.m. CT**

No bid may be withdrawn sixty (60) calendar days after the bid opening.

**The City of Garden City reserves the right to evaluate bids to determine the lowest responsible bidder according to City policies, to reject any and all proposals, to waive formalities within the scope of authority, and further, the City reserves the right to make an award of the bid that is in the best interest of the City.**

Direct all questions on the bidding procedure to

Kent Pottorf, Electric Operations Manager
Kent.Pottorf@gardencityks.us
140 Harvest St.
P.O. Box 998
Garden City, KS 67846 (620) 276-1290

Billy Villanueva, Electric Superintendent
Billy.villanueva@gardencityks.us
140 Harvest St
PO Box 998
Garden City, KS 67846 (620)276-1290

Keo Bounpaseuth, SCADA Generation VFD Foreman
Keo.bounpaseuth@gardencityks.us
140 Harvest St
PO Box 998
Garden City, KS 67846 (620)-276-1290

## Introduction

The intent and purpose of this Invitation to Bid are to establish a contract with a qualified Contractor who can provide supervision, labor, material, and incidentals necessary to perform the inspection of our utility poles and provide the necessary reports to be compatible with the City ESRI ARC GIS software.

## Scope of Services and Standards of Work

*Contractor obligations:* To supply the labor and equipment needed to inspect the poles specified.

## Safety

Job site activities shall at all times be conducted in accordance with applicable Federal, State, and Local laws, regulations, and requirements.

## Damage to Facilities / Insurance Requirements

During the inspections, the Contractor shall be responsible for damages by its employees, agents, or subcontractors to any City of Garden City utility facilities or customer-owned facilities. Furthermore, any damages to utility facilities not owned by the City of Garden City shall be the responsibility of the Contractor. The Contractor shall submit proof of comprehensive General Liability Insurance carried in the minimum amount of $1,000,000 for bodily injury or death and $1,000,000 for property damage. Workers' compensation and motor vehicle liability insurance are also required. Proof of insurance must be submitted to the City of Garden City prior to execution of the contract for services.

## Supervision / Customer Notification

The Contractor shall remain in close communication with the City's designated representative.

## Contractor Employees

All employees of the Contractor, while performing inspections for the City, will be required to wear some form of identification and proper PPE. Employees will maintain a professional attitude toward the work being performed and toward any and all contacts with the City employees & citizens.

## Payment

The Contractor may submit invoices for payment at the Contractor's discretion, but submissions shall be made at least monthly.

**Assignment**

No assignment, subcontracting, subletting, or transferring of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted without the written approval of the City.

**Term / Limitation of Time to Complete Work**

The Contractor is expected to start work promptly after the authorization to proceed is issued. Work shall begin within thirty (30) days of the execution date of authorization to proceed, and all work shall be completed within (6) weeks of the execution date of the contract.

**Indemnification**

The Contractor agrees to and shall indemnify and hold the City harmless from and against all liability, loss, damage, or injury, all costs and expenses (including attorney's fees and costs of any suit related thereto), suffered or incurred by the City, arising from or related to Contractor's negligent performance under the contract, or the negligence of Contractor's employees, agents or subcontractors.

**References**

The Contractor shall supply, with its bid, professional references of companies or organizations for which it (and any subcontractors) has performed similar pole inspections within the last twenty-four (24) months. At least three (3) references shall be included with a contact name and telephone number.

## Equal Opportunity and Nondiscrimination

Equal Employment Opportunity. The Contractor and subcontractors will be required to comply with the President's Executive Order 11246 (Equal Employment Opportunity), as amended, which prohibits discrimination in employment regarding race, color, creed, sex, or national origin. The Contractor must certify that they do not or will not maintain or provide for their employees any facilities that are segregated on the basis of race, color, creed, or national origin. The documents within Section 00201 (Equal Employment Opportunity) are made a condition of the bid. (See attachment).

Nondiscrimination Clauses. Bidders on this work, including subcontractors or vendors, will be required to comply with regulations as outlined within the documents included within Section 00202 (Non-Discrimination Clauses 0708). (See attachment).

Special Provisions. The Contractor and subcontractors will be required to comply with the Civil Rights Act of 1964, Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Age Discrimination Act of 1975, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations of 1994 and 49 C.F.R. Part 26.1 (DBE Program), along with any amendments thereto.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer, setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the Contractors commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the Contractors noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204, provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

8. The Contractor will, prior to the approval of any construction contract, submit an acceptable Affirmative Action Plan to the City for review and approval

## NONDISCRIMINATION CLAUSES

During the performance of this Contract, the Contractor or Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

(1) COMPLIANCE WITH REGULATIONS:
The Contractor will comply with the Regulations of the United States Department of Transportation relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27), hereinafter incorporated by reference and made a part of this contract.

(2) NONDISCRIMINATION:
The Contractor, with regard to the work performed by it after award and prior to completion of the Contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix "A", "B", and "C" of the Regulations.

(3) SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:
In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

(4) INFORMATION AND REPORTS:
The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the City or the Secretary of Transportation of the State of Kansas, will be permitted access to its books, records, accounts, other sources of information and its facilities as may be determined by the City, Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City, Secretary of Transportation of the State of Kansas as appropriate; and shall set forth what efforts it has made to obtain information.

(5) EMPLOYMENT:
The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.

(6) SANCTIONS FOR NONCOMPLIANCE:
In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract sanctions as it, or the Secretary of Transportation of the State of Kansas, may determine to be appropriate, including, but not limited to,
(a) withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
(b) cancellation, termination or suspension of the Contract, in whole or in part.

(7) DISADVANTAGED BUSINESS OBLIGATION:

(a) Disadvantaged Businesses as defined in the Regulations, shall have a level playing field to compete fairly for contracts financed in whole or in part with Federal funds under this contract.

(b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.

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

(8) EXECUTIVE ORDER 12898:

(a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, polices and activities of the Secretary of Transportation and use of such information in complying with this Order.

(9) INCORPORATION OF PROVISIONS:

The Contractor will include the provisions of paragraph (1) through (8) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, orders of instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the City or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State.

**NONDISCRIMINATION UNDER TITLE VI**
**OF THE CIVIL RIGHTS ACT OF 1964**

The City, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 49 CFR Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantage business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

## POLE INSPECTION SPECIFICATIONS

1. Resistograph drilling procedure done with two ground-level drills using a 1/8” bit at a 45-degree angle. The second drill point will be 90 degrees from the first drill point.
2. The inspection shall consist of the following information.
    a. Pole numbering per city specifications at 10 feet above ground level with two owner-provided screws. Any poles found already numbered according to these specifications will not be re-numbered but will continue with the consecutive numbering scheme.
    b. Pole manufacture year and type
    c. Pole height
    d. Pole class
3. Insect damage/infestation.
4. Rotting or decay of the structure and any splits or cracks.
5. Note any other utility attachments.
6. Note all Right-of-Way items, such as trees or brush in the pole vicinity.
7. Sound the pole at least 10 times, at ground level, in at least 4 different locations around the pole, as high as the inspector can reach standing on ground level with a 22oz hammer, for any above-ground rot.
8. Note any other items that the inspector believes would cause the physical performance of the structure to be rejected, and its conditions noted.
9. Note fire, collision, or vandalism damage.
10. GPS location of each pole and one photo with the pole number included, the full length of any pole inspected 10 years or older. All poles newer than 10 years only need a visual inspection with GPS location and a photo with the pole number included.
11. A weekly update report on all poles inspected is given at the end of the work week.
12. Any poles that are an immediate danger to the public will be reported ASAP to the designated point of contact.
13. Compatible software to use with ESRI ArcGIS.
14. Rejected poles must be marked with a red tag installed 5’ above the ground.
15. Priority rejected poles must be marked with two (2) red tags installed 5’ above the ground.
16. A full report will be produced in paper and one electronic file upon completion.

## INSTRUCTIONS AND CONDITIONS

These conditions are integral to this bid, and the bidder must comply with them.

1. Bidder must bid on the Bid Sheet & Certification (page) and submit references on the Bidder References Form (page), as requested.
2. Bidder should make a copy of the bid for his/her file.
3. All costs for the service must be included in the total bid price as stated on the Bid Sheet & Certification (page).
4. The City reserves the right to accept or reject any or all bids, reserves all rights granted by law, reserves the right to waive formalities, and takes such action as it deems necessary in the City's best interest.
5. Each bidder must sign the bid with his/her signature and shall give his/her business address on the form provided in this bid.
6. The City operates on an equal opportunity basis in its bidding policy. Bidding is open to all interested parties in compliance with national, state, and local laws.
7. No late bids will be opened.
8. Bids will be opened and read publicly at the Utilities Service Center, 140 Harvest St., Garden City, KS 67846.
9. No bid award will be made at the time of the opening. The successful bidder will be contacted immediately following bid approval by the Governing Body of the City of Garden City, Kansas. Bidders may contact the City of Garden City Electric Division at (620) 276-1290 to find out the results of the bid award.
10. Exceptions. The Bidder shall furnish a statement on company letterhead describing all exceptions to the terms, conditions, and specifications. Failure to furnish the statement will mean that the bidder agrees to meet all terms, conditions, and specifications requirements.

## BID SHEET & CERTIFICATION

The City of Garden City is seeking competitive sealed bids for Wood Utility Pole Inspection in 2024 and 2025. The City of Garden City desires to engage with a qualified Contractor for this project.

**Qty. Description**

**(1)-** 2,821 Wood utility poles to be inspected within six (6) weeks in 2027. (Districts 1 & 2)

**2027 unit cost per pole:** $8.50 Visual Only Inspection, $20.50 Resistograph Inspection

**(2)-**2,108 Wood utility poles to be inspected within six (6) weeks in 2028. (Districts 3 & 4)

**2028 unit cost per pole:** $8.80 Visual Only Inspection, $21.20 Resistograph Inspection

**(3)-**2,095 Wood utility poles to be inspected within six (6) weeks in 2029. (Districts 5 & 6)

**2029 unit cost per pole:** $9.10 Visual Only Inspection, $21.90 Resistograph Inspection

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: VPS Solutions LLC dba Vantage Point Solutions

Company Address: 2211 N Minnesota St, Mitchell SD 57301

Taxpayer Identification Number (T.I.N.): 22-3860061

Telephone No. 605-995-1777 Fax No. 605-995-1777

Email Address: Chad.Glanzer@vantagepnt.com

Print Name: Chad Glanzer, PE, CEO / President

Signature: Chad Glanzer

## LIST OF SUBCONTRACTORS

Bidders shall submit the following information pursuant to the conditions herein.

Please check the box accordingly:

☒ Subcontractors WILL NOT be utilized to complete work.

☐ Subcontractors WILL be utilized to complete work. (Complete the rest of the form)

No Contractor whose bid is accepted shall permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid without the consent of the City.

| Subcontractor: | Category of Work: | Address of Business: | Phone #: |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

**BIDDER REFERENCE FORM**

The Contractor shall supply, with its bid, professional references of companies or organizations for which it has performed similar testing of wooden utility power poles within the last twenty-four (24) months. At least three (3) references shall be included with a contact name and telephone number.

1. Company Name: Hill County Electric Cooperative

Contact Name: Warren Schmitt - VP of Electric & Safety

Contact Phone: 877-394-7804 Contact Email: wschmitt@itstriangle.net

Date(s) of Services Rendered: 2026

Brief Description of Specific Services Rendered: VPS led the pole inspection program for Hill County Electric Cooperative in Montana. This included visual, sounding, and boring inspections.

2. Company Name: Grayson-Collin Electric Cooperative

Contact Name: Jason Parks

Contact Phone: 903-712-7304 Contact Email: jparks@gcec.net

Date(s) of Services Rendered: 2026, 5-year cycle

Brief Description of Specific Services Rendered: VPS leads the 5-year cycle pole inspection program for Grayson-Collin Electric Cooperative in Texas. This includes partial Resistograph inspections,as well as unit inventory.

3. Company Name: Steuben Rural Electric Cooperative

Contact Name: Bryant Dillon - General Manager

Contact Phone: Contact Email: bdillon@steubenrec.com

Date(s) of Services Rendered: 2026, 10-year cycle

Brief Description of Specific Services Rendered: VPS leads the 10-year cycle pole inspection program for Steuben Rural Electric Cooperative in New York. This includes visual and sounding inspections.

**ADVERTISEMENT**

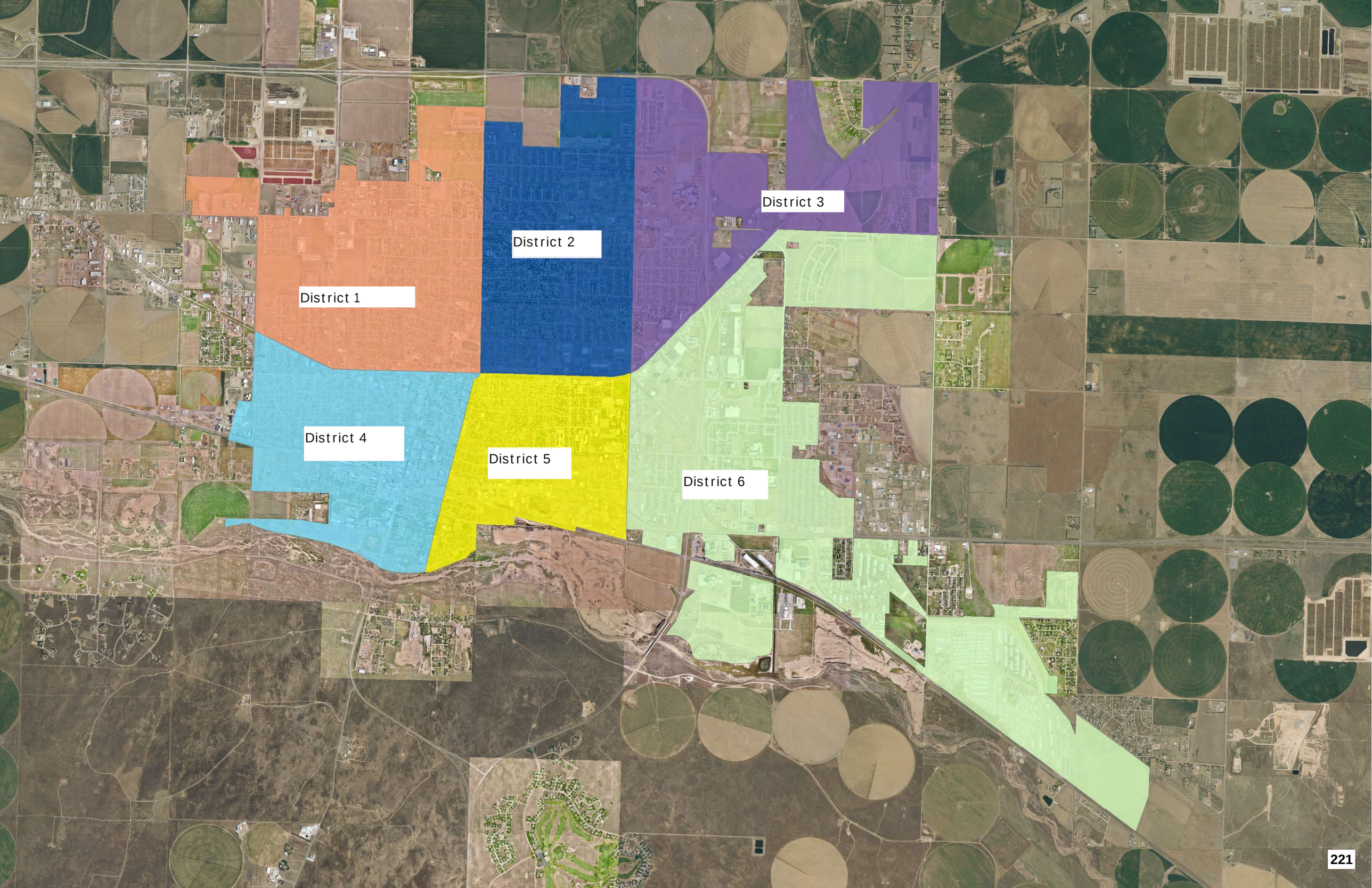
**NOTICE TO BIDDERS**

The City of Garden City Electric Department is soliciting bids for Wood Utility Pole Inspection for 2027-2029. Sealed bids are to be returned by ***11:00 AM, CT, Monday, October 26, 2026,*** at the Electric Utility Service Center, 140 Harvest St., PO Box 998, Garden City, KS 67846, at which time the bids will be opened and publicly read. Bids received after this time will be returned unopened.

The work consists of Wood Utility Pole Inspection in various locations throughout the City of Garden City. Bid sheets and specifications are available online at the City of Garden City website at https://www.garden-city.org/bids.aspx.

Bids shall be made on printed forms, which may be obtained from the City Electric Department. Electronic bids will also be accepted via email. No bidder may withdraw his bid for at least sixty (60) days after the scheduled time for the receipt of bids. The City reserves the right to reject any or all bids, waive informalities, and accept the bid deemed to be in the best interest of the City.

Kent Pottorf
Electric Operations Manager
kent.pottorf@gardencityks.us


District 1
District 2
District 3
District 4
District 5
District 6

October 2026

# Pole Inspection Services

City of Garden City, Electric Division



*Prepared by:*
**ERIC RAJCHEL, PE**
Vice President of Engineering
605-995-1823
Eric.Rajchel@vantagepnt.com



**FLETCHER KERSHNER**
Pole Inspection Services Manager
307-351-3367
Fletcher.Kershner@vantagepnt.com



*CUSTOMER RELATIONS REPRESENTATIVE:*
**MIKE LOECKER**
Director of Customer Relations
785-766-8071
Mike.Loecker@vantagepnt.com

VantagePoint

# Table of Contents


Vantage Point Profile ..... 4

Solution ..... 6

Technical Approach and Work Plan – RFP Requirements ..... 7

- Resistograph Inspection ..... 7

Optional Services ..... 8

Online Project Dashboard ..... 12

Project / Client Experience ..... 13

Investment Considerations ..... 14

Project Pricing ..... 15

Appendix ..... 16

- Staff Biographies ..... 16
- Inspection Methods and Accuracy ..... 17
- Certificate of Insurance ..... 20
- Hourly Rate Sheet ..... 20

**Kent Pottorf**
Electric Operations Manager
City of Garden City

Dear Kent,

Thank you for the opportunity to present the Vantage Point Solutions proposal for pole inspection services. Our commitment to accuracy, efficiency and timeliness will help ensure that your project is completed right the first time. At VPS we put people first – both our clients and our employees.

VPS is unique to the industry, having had both engineering and consulting teams integrated under the same roof from the very beginning – not just an afterthought. This tight integration between engineering and consulting specialists allows us to help position you for the future from both a financial and technical perspective. We have experts in nearly every area of telecom and having access to these experts will be invaluable as your project moves forward. Other reasons why we feel VPS is the right company for your project:

VPS has over 600 employees, eighteen licensed Professional Engineers, a proven management team, and has been well established for many years. You can rest assured that VPS will be here to see your project to completion.

We are confident that you will find us to be of excellent value. We assign on-site residents to manage the local crews and have senior staff that oversee the project as part of our quality control. We pass through our living expenses without any markup.

We can provide City of Garden City with an excellent quality service at the lowest overall cost. VPS was built on a foundation of honesty and integrity. VPS is large enough to tackle your project, yet small enough to give you the personal attention you deserve. We will tailor our services to match your unique needs. We will make sure that our approach is consistent with your goals and timelines. We look forward to an opportunity to further discuss the information contained in this response as well as our qualifications for completing the project. Please feel free to contact me if you have any questions.

Sincerely,

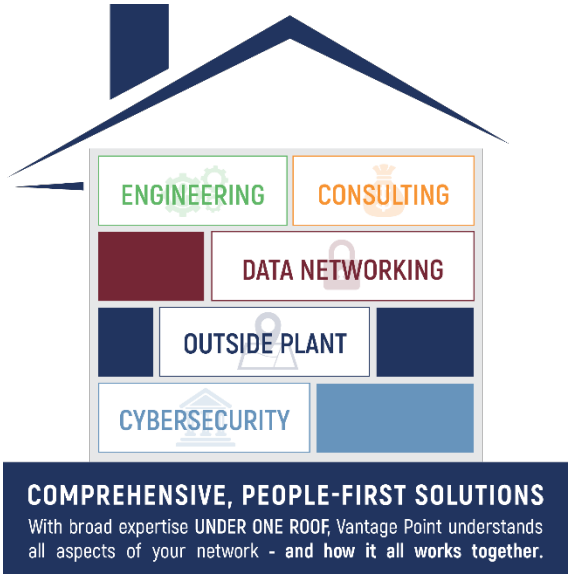


Chad Glanzer, PE
CEO/President

## Vantage Point Profile

Vantage Point Solutions (VPS) is a premier critical infrastructure engineering and consulting firm providing a full range of services focused on the unique business challenges faced by utilities.

Our primary goal is ensuring that our clients' long-term interests are met. We integrate state-of-the-art technical solutions to balance emerging technology with regulatory effects. VPS uniquely offers solutions for engineering, consulting, and outside plant under one roof.




We belong to communities bigger than ourselves and believe in giving back. In fact, VPS has donated hundreds of thousands of dollars in time and investment towards industry committees, associations, and testimony. This advocacy directly benefits our clients by moving the needle with regulators to ensure good technology recommendations, mitigating negative consequences for regulatory reform, and sensible approaches to the economic and technological decisions that impact our clients.

In addition to our executive leadership, we have hundreds of power and telecom experts ready to meet and exceed your needs. As a client you will have a point of contact with management regardless of your project.

## SENIOR LEADERSHIP



**CHAD GLANZER, PE**
CEO/PRESIDENT



**LARRY THOMPSON, PE**
FOUNDER/EXECUTIVE DIRECTOR



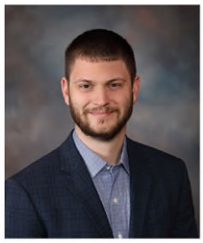
**NICOLE STAHLE**
CFO



**NATHAN WEBER, PE**
SENIOR VP OF ENGINEERING



**JULIE DARRINGTON**
SENIOR VP OF CONSULTING



**ERIC RAJCHEL, PE**
VP OF ENGINEERING



**RONNIE DONALDSON**
VP OF POWER CONSULTING



**ANDY DEINERT**
VP OF NETWORK & SECURITY SERVICES

We have the tools necessary to help you successfully complete your project. With professional engineers and regulatory experts under the same roof, we are able to understand the big picture for your company and its members. We offer a level of experience and expertise that will give you peace of mind throughout the entire project. Team members help you make smart decisions in the most timely, cost-effective manner possible.

More than anything we care about your success and are available to serve you from the beginning to the end of every project. You will experience a level of customer service that goes above and beyond your expectations. At VPS we don't stop at good enough. That's simply your Vantage Point advantage.

## Solution

VPS offers comprehensive Professional Engineering services to our clients like City of Garden City (Garden City). The services contained within this proposal focus on our pole testing expertise and the following sections detail our typical approach. Our services can be tailored to meet Garden City's specific needs, and every project comes with a commitment to excellence.
You can expect:

**Your project will be done right.** We don't cut corners, and we don't slack off. Excellent service and workmanship are part of our commitment to putting clients first.

Your project will be delivered **on time** and **on budget**. We have the experience and expertise to manage your project proactively and successfully through completion.

You will have **regular communication with project leaders.** You'll never wonder where a project stands or be kept in the dark about an unexpected development. We will also provide you access to VPS View360 – Vantage Point's proprietary online project portal for tracking numerous project metrics.

**Internal accountability** measures keep your costs down. From GPS-enabled mileage tracking to cent-by-cent expense monitoring, staff hold each other responsible for adhering to expectations.

**Expert staff will be dedicated to your project**. Our depth of staff makes VPS large enough to meet our client's needs, but small enough to customize our services to provide personal service. Every single project is tied to a senior leader, so you'll always know who to call.

Vantage Point's **broad experience** is at your service. While every project is unique, we've seen almost everything at least once. Our breadth of experience and expertise allow us to anticipate, identify, and resolve issues before they impact your project.

VPS will assign a Project Manager, who is responsible for ensuring that your project is done correctly and on schedule. The PM will set up periodic update calls with Garden City to provide updates. In addition, the PM serves as a single point of contact for any of Garden City's needs. The PM will connect Garden City with the required VPS experts to assist with any questions or challenges that may arise.

## Technical Approach and Work Plan – RFP Requirements

Below we have various Inspection options, but based on Garden City's requirements, our recommendation would be the following resistograph inspection. VPS can comply with any technical processes outlined in the RFP that differ from the operations described below.

## Resistograph Inspection

**Visual Inspection**

First step on every pole is a detailed visual inspection from the top of the pole to the ground line 360 degrees around the pole. The inspector will look at all hardware to ensure that the pole is safe to inspect. The inspector will note any damage, defects, maintenance and or hazardous conditions that exist in the inspection report.

**Sounding**

Poles over ten years old (or customer specified age) will be sound tested with a hammer from ground line to 8-feet above ground line. This will be done on a minimum of four quadrants of the pole in 6-inch increments from ground line to three feet. Then 1-foot increments from 3-feet to 8-feet above ground line. Then the "ring of fire" will be performed at ground line which consists of hitting the pole as close to the groundline as possible. Then move over and up 3-inches and repeat around the pole's entire circumference. This enables trained inspectors to locate suspect areas and most susceptible area for internal and external decay which require further inspection.

**Resistograph Boring**

Location of first bore hole will be determined from visual and sound inspection. Bore at ground line at the most susceptible area for decay, at a 45-degree angle for inspection holes to a depth based on circumference. The second inspection hole will be at ground line 90 degrees of separation. Boring is key to determine the size, location, and extent of decay if present. It is important to pay attention to the graph and listen to the feed motor while drilling because sudden changes can indicate internal decay and voids.

**Data Collection**

Enter all pole information. If data is prepopulated, confirm accuracy. Note all decay and damage to the pole. Note all maintenance issues and document them with pictures.

**Tagging**

Install pole tags on the roadside of the pole 6' above groundline. If there are no roads install tags on the neutral spool side of the pole. The inspection tag will be on top of all treatment tags. Attach pole tags with a 1 and 1/4" roofing nail at a 45-degree downward angle, ensure all tags are straight and correctly faced. Reject tags if applicable are place 3" below the inspection tag. If the reject tags have arrows point them in the direction of why the pole was rejected.

# Optional Services

## Resistograph with Partial Excavation

**Visual Inspection**

First step on every pole is a detailed visual inspection from the top of the pole to the ground line 360 degrees around the pole. The inspector will look at all hardware to ensure that the pole is safe to inspect. The inspector will note any damage, defects, maintenance and or hazardous conditions that exist in the inspection report.

**Sounding**

Poles over ten years old (or customer specified age) will be sound tested with a hammer from ground line to 8-feet above ground line. This will be done on a minimum of 4 quadrants of the pole in 6-inch increments from ground line to 3 feet. Then 1-foot increments from 3-feet to 8-feet above ground line. Then the "ring of fire" will be performed at ground line which consists of hitting the pole as close to the groundline as possible. Then move over and up 3-inches and repeat around the pole's entire circumference. This enables trained inspectors to locate suspect areas and most susceptible area for internal and external decay which require further inspection.

**Excavation (Partial)**

Condition based or on all poles over ten years old (or customer specified age) will be checked below ground line. A 12" excavation will be made at the base of the pole at the most susceptible area for decay. The excavation will be made as deep as possible if any rock is encountered that will prevent excavating to the targeted depth. Based on visual and sound inspection. The most suspect area for decay such as low spots where water can sit, greening of the wood, mechanical damage, hollow sounding areas or shell rot is where the excavation will take place, if there are no suspect areas then the excavation will be at the largest check. If decay is present continue to complete excavation if applicable.

**Check Scraping**

Take the flat end of the check scraper and clean poles surface. Clean all checks with the pointed end of the check scraper to ensure no decay is present.

**Curling Test**

Take the pointed end of the check scraper firmly press it against the poles surface at the bottom of the excavation hole and pull it up vertically while maintaining pressure. Good wood will curl, while decayed wood will break away, flake and fall off. Repeat three times per partial excavation hole.

**Pick Test**

Take the pointed end of the check scraper firmly press it against the poles surface at the bottom of the excavation hole and pull it horizontally across the poles surface. Decayed will break away, flake and fall off. Repeat three times per partial excavation hole.

**Resistograph Boring**

Location of first bore hole will be determined from visual and sound inspection. Bore 6" to 8" below the ground line at the most susceptible area for decay, at a 45-degree angle for inspection holes to a depth based on circumference. The second inspection hole will be at 90 degrees of separation. Boring is key to

determine the size, location, and extent of decay if present. It is important to pay attention to the graph and listen to the feed motor while drilling because sudden changes can indicate internal decay and voids.

**Data Collection**

Enter all pole information. If data is prepopulated, confirm accuracy. Note all decay and damage to the pole. Note all maintenance issues and document them with pictures.

**Tagging**

Install pole tags on the roadside of the pole 6’ above groundline. If there are no road install tags on the neutral spool side of the pole. The inspection tag will be on top of all treatment tags. Attach pole tags with a 1 and 1/4” roofing nail at a 45-degree downward angle, ensure all tags are straight and correctly faced. Reject tags if applicable are place 3” below the inspection tag. If the reject tags have arrows point them in the direction of why the pole was rejected.

## Resistograph with Full Excavation

**Visual Inspection**

First step on every pole is a detailed visual inspection from the top of the pole to the ground line 360 degrees around the pole. The inspector will look at all hardware to ensure that the pole is safe to inspect. The inspector will note any damage, defects, maintenance and or hazardous conditions that exist in the inspection report.

**Sounding**

Poles over ten years old (or customer specified age) will be sound tested with a hammer from ground line to 8-feet above ground line. This will be done on a minimum of 4 quadrants of the pole in 6-inch increments from ground line to 3 feet. Then 1-foot increments from 3-feet to 8-feet above ground line. Then the "ring of fire" will be performed at ground line which consists of hitting the pole as close to the groundline as possible. Then move over and up 3-inches and repeat around the pole's entire circumference. This enables trained inspectors to locate suspect areas and most susceptible area for internal and external decay which require further inspection.

**Excavation (Partial)**

Condition based or on all poles over ten years old (or customer specified age) will be checked below ground line. A 12" excavation will be made at the base of the pole at the most susceptible area for decay. Based on visual and sound inspection. The most suspect area for decay such as low spots where water can sit, greening of the wood, mechanical damage, hollow sounding areas or shell rot is where the excavation will take place, if there are no suspect areas then the excavation will be at the largest check. If decay is present continue to full excavation.

**Check Scraping**

Take the flat end of the check scraper and clean poles surface. Clean all checks with the pointed end of the check scraper to ensure no decay is present.

**Curling Test**

Take the pointed end of the check scraper firmly press it against the poles surface at the bottom of the excavation hole and pull it up vertically while maintaining pressure. Good wood will curl, while decayed wood will break away, flake and fall off. Repeat three times per partial excavation hole.

**Pick Test**

Take the pointed end of the check scraper firmly press it against the poles surface at the bottom of the excavation hole and pull it horizontally across the poles surface. Decayed will break away, flake and fall off. Repeat three times per partial excavation hole.

**Resistograph Boring**

Location of first bore hole will be determined from visual and sound inspection. Bore 6" to 8" below the ground line at the most susceptible area for decay, at a 45-degree angle for inspection holes to a depth based on circumference. The second inspection hole will be at 90 degrees of separation. Boring is key to determine the size, location, and extent of decay if present. It is important to pay attention to the graph and listen to the feed motor while drilling because sudden changes can indicate internal decay and voids. If internal decay is present continue to full excavation.

**Full Excavate**

Any pole that has been designated by the owner for full dig inspection or determined by partial condition-based inspection, will be excavated around its circumference to a depth of approximately 20". It then will be cleaned with a wire brush and check scraped, curling and pick test inspected. All dirt, debris and decay need to be removed from the poles surface and disposed of. If the pole is found to be sound and passes inspection, then it will be treated.

**Chipping**

The process of removing external decayed or damaged wood from the poles surface. Using a chipper tool (45" wooden fiberglass reinforced with a "D" ring handle. A reinforced shovel handle attached to a ½-inch thick rectangular piece of hardened steel that is 3-inch wide by 1-foot long. The end has a razor-sharp cutting edge.) In a downward vertical motion firmly pressed against the poles surface remove all decay and damage ensuring not to remove good wood or leaving shelfs behind. Remove all decayed and damaged wood from the excavation hole and properly dispose of it.

**Backfill**

Dispose of all trash and debris, then shovel in excavated dirt. Tamp at 6" intervals until the excavation hole is filled leaving a 4 to 6" berm against the pole to compensate for the backfill to settle.

**Data Collection**

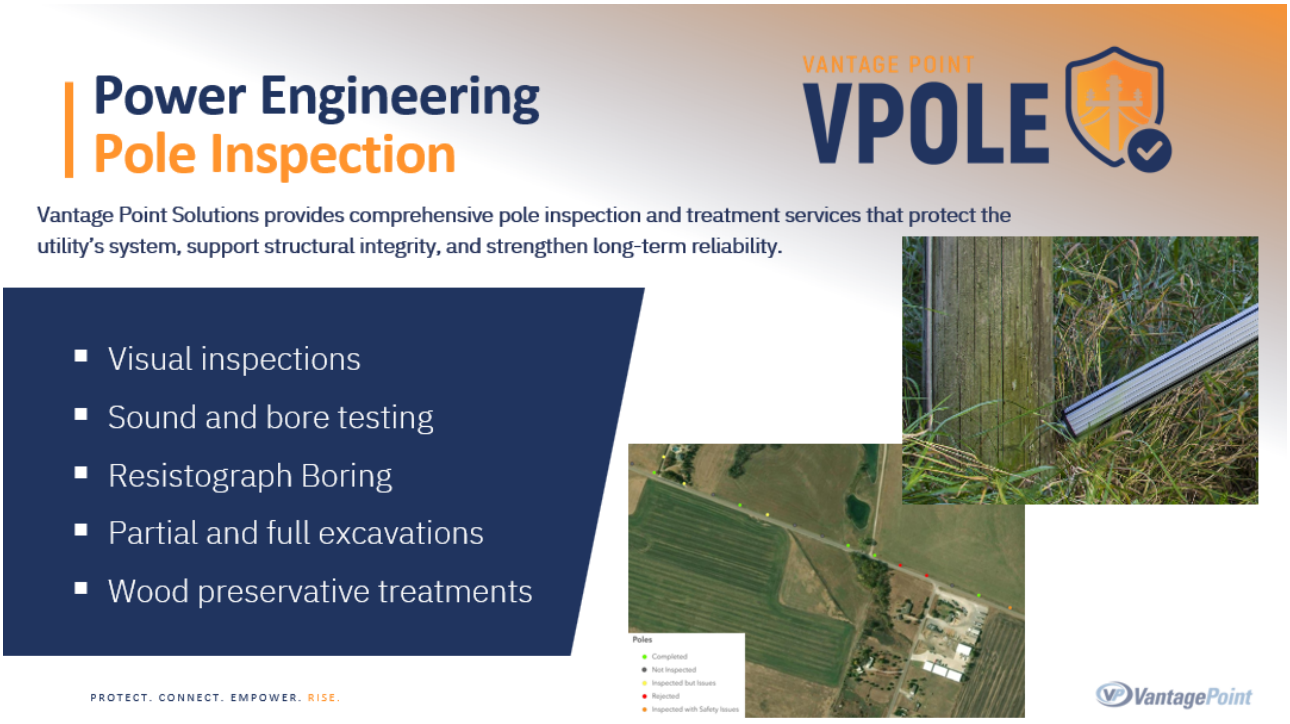
Enter all pole information. If data is prepopulated, confirm accuracy. Note all decay and damage to the pole. Note all maintenance issues and document them with pictures.

**Tagging**

Install pole tags on the roadside of the pole 6' above groundline. If there are no roads install tags on the neutral spool side of the pole. The inspection tag will be on top of all treatment tags. Attach pole tags with a 1 and 1/4" roofing nail at a 45-degree downward angle, ensure all tags are straight and correctly faced. Reject tags if applicable are place 3" below the inspection tag. If the reject tags have arrows point them in the direction of why the pole was rejected.

## Online Project Dashboard

VPS utilizes GIS software for gathering and collecting field information. Inspectors in the field enter data at each pole along with gathering multiple photographs. This includes overall pole photos. Should Garden City elect to proceed with the Resistograph Inspection, resistograph drill outputs will be recorded as well in the GIS data. VPS creates geodatabase files that incorporate the field-collected pole data. These files can then be imported into Garden City's mapping system, allowing for easy access to the pole data embedded within each attribute.



## Project / Client Experience

With over 900 clients in 49 states, VPS has the experience necessary to understand the best solutions for our clients.

The following reference projects can verify VPS's experience and ability to manage projects proactively and to maintain timelines and budgets.

VPS specializes in delivering comprehensive support to public utilities, leveraging over 39 years of experience in the electric and utility industry. Our team provides a wide range of professional services, including all aspects of electrical system planning, distribution, transmission, and substation design. We are dedicated to offering insightful and practical solutions, informed by our deep industry knowledge and extensive network of contacts, ensuring that our services meet the unique needs of public power entities.

| **Hill County Electric Cooperative** | |
|---|---|
| **Description:** | VPS led the pole inspection program for Hill County Electric Cooperative in Montana. This included visual, sounding, and boring inspections. |
| **Contact Person & Title:** | **Warren Schmitt –** VP of Electric & Safety |
| **Contact Information:** | 877-394-7804 \| wschmitt@itstriangle.net |
| **Location:** | 2121 US HWY 2 NW, Havre, MT 59501 |

| **Grayson-Collin Electric Cooperative** | |
|---|---|
| **Description:** | VPS leads the 5-year cycle pole inspection program for Grayson-Collin Electric Cooperative in Texas. This includes partial Resistograph inspections, as well as unit inventory. |
| **Contact Person & Title:** | **Jason Parks** |
| **Contact Number & Email:** | 903-712-7304 \| jparks@gcec.net |
| **Location:** | 14568 FM 121, Van Alstyne, TX 75495 |

| **Steuben Rural Electric Cooperative** | |
|---|---|
| **Description:** | VPS leads the 10-year cycle pole inspection program for Steuben Rural Electric Cooperative in New York. This includes visual and sounding inspections. |
| **Contact Person & Title:** | **Bryant Dillon** – CEO / General Manager |
| **Contact Email:** | bdillon@steubenrec.com |
| **Location:** | 9 Wilson Ave, Bath, NY 14810 |

## Investment Considerations

There are many things to consider when evaluating different proposals; but given our experience with projects like this one, below are some thoughts we'd like to share:

### Broad View

VPS serves over 900 clients in 49 states and the Caribbean. We work for large clients and small, and this footprint gives us more than a regional view – it gives us an industry view. And that broader perspective allows us to know what methods and products will work best for your application.

### Engineering & Consulting Under One Roof

Projects can be complex. Having the knowledge of engineering and regulatory under one roof allows for constant communication and the ability adapt quickly.

### Field Planning: We do it Right

You don't want the cheapest field planning option. More time spent planning in the field eliminates waste and builds a better system. The more detail and clarity on the design sheets, the more comfortable construction contractors feel with the project – giving you the lowest construction costs.

### Quality Control

Experience and field knowledge is critical during the QC process. Inexperienced QC staff may not know what to watch for in the overall process. Our staff's experience and job knowledge can protect your investment as it is being constructed.

### Not a "One Man Shop"

We have a diverse team of experts. In fact, we have Professional Engineers specialized in all aspects of power distribution engineering.

### Customer Service

We value your trust and prioritize your success. Our dedicated Customer Service staff are available to address any of your concerns throughout the project.

## Project Pricing

Our commitment and dedication to your project will ensure that the timeline is managed effectively and ensure that the quality meets or exceeds your company's expectations. At VPS, we believe that a client and engineering/consulting firm relationship should be a long-term partnership.

| Resistograph Inspection | Estimate | Billing Method |
|---|---|---|
| **Pole GPS Coordinates** | Included | Included |
| **Photo Documentation** | Included | Included |
| **Visual Inspection** | $8.50 | Per Pole |
| **Resistograph Inspection (Price includes all Services Above)** | $20.50 | Per Pole |

| Optional Excavation Services | Estimate | Billing Method |
|---|---|---|
| **Partial Excavation (Price includes all Services Above)** | $23.50 | Per Pole |
| **Full Dig Excavation (Price includes all Services Above)** | $49.00 | Per Pole |

| Optional Ancillary Services | Estimate | Billing Method |
|---|---|---|
| **Ground Wire Repair (Customer Provided)** | $12.75 | Per Instance |
| **Install Ground Rod (Customer Provided)** | $15 | Per Instance |
| **Install Guy Guard (Customer Provided)** | $5 | Per Instance |
| **Install Pole Number (Customer Provided)** | $4 | Per Instance |
| **Install Ground Wire Molding (Customer Provided)** | $12 | Per Instance |
| **Anchor Inspection** | $20 | Per Instance |
| **Measure Ground Clearance** | $5 | Per Pole |

*Notes:* *Proposal ID: 26-1255*

*(1) The following additional items would be performed on a time and expense basis:*
*a. Project Management, Scheduling Services, Emergency Standby.*
*(2) Hourly rates are reviewed annually and are subject to change.*

Agreed and Accepted:

**City of Garden City**
140 Harvest St
PO Box 998
Garden City, KS 67846

Name: Date
Title:

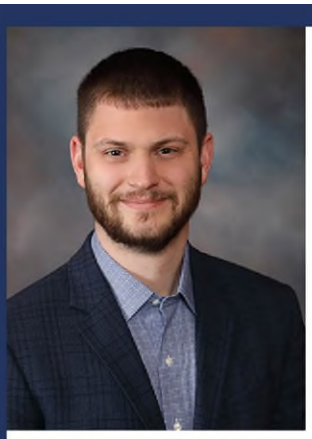
**Vantage Point Solutions**
2211 N. Minnesota Street
Mitchell, SD 57301-1056

10/23/2026

Name: Chad Glanzer, PE Date
Title: CEO/President

## Appendix

### Staff Biographies



**ERIC RAJCHEL, PE**

VICE PRESIDENT OF ENGINEERING

Eric Rajchel leads Vantage Point's engineering team, delivering innovative solutions for power utilities and energy providers. His expertise spans project management for large, complex projects that include components of grid modernization, fiber deployments, and integration of advanced technologies to improve reliability and efficiency. Eric has extensive experience spanning elements of both the telecommunications and power distribution industries. He excels at identifying challenges early and implementing practical, cost-effective solutions that keep projects on schedule and within scope. As a leader, Eric ensures resources and workflows align with client goals while driving strategic initiatives that strengthen utility networks for the future.

"EVERY PROJECT HAS UNIQUE NEEDS AND CHALLENGES. YOU HAVE TO FIND UNIQUE SOLUTIONS TO MEET THEM."

**EDUCATION**

Bachelor of Science in Electrical Engineering from South Dakota State University

LICENSED PROFESSIONAL ENGINEER



**FLETCHER KERSHNER**

POLE INSPECTION SERVICES MANAGER

Fletcher Kershner leads Vantage Point's Pole Inspection Services team, helping electric utilities protect critical infrastructure and minimize outages. With hands-on experience as an apprentice lineman and advanced foreman training, Fletcher brings deep field knowledge to every project. His expertise includes testing poles for rot and decay, assessing structural integrity, and applying GIS/GPS technology for accurate inventory and mapping. Fletcher's background in fire mitigation strategies and advanced inspection methodologies ensures clients receive precise, reliable evaluations that support long-term system resilience. By focusing on safety and quality first, Fletcher and his team deliver consistent processes tailored to geographic and environmental challenges – helping utilities maintain performance and reduce risk during severe weather events.

"TEAM INVOLVEMENT WITH EACH CUSTOMER EQUALS MULTIPLE WAYS TO SUCCEED."

# Inspection Methods and Accuracy

## Visual Sound and Selective Bore

Poles are Visually and Sound inspected with a hammer to detect internal decay. The poles that show signs or internal decay are bored to determine the location and extent of decay.

### Recommended Cycle

- Every two (2) years

### Percent of Total Rejects Located

- < 40%

### Pole Life Extended

- No

### Advantages

- Locates obvious rejects quickly with minimal investment

### Disadvantages

- Leaves a considerable number of undetected rejects (along with liability and risk)
- 2-year cycles are recommended
- Reject rates remain high and there is no pole life extension

## Visual Sound and Bore

Poles are Visually and Sound inspected with a hammer to detect internal decay.

### Recommended Cycle

- Every two (2) to four (4) years

### Percent of Total Rejects Located

- 40 - 60 %

### Pole Life Extended

- No

### Advantages

- Locates obvious rejects quickly with minimal investment

### Disadvantages

- Leaves a considerable number of undetected rejects (along with liability and risk)
- 2-year cycles are recommended
- Reject rates remain high and there is no pole life extension

## Visual Sound and Bore with Partial Excavation

Poles are Visually and Sound inspected with a hammer to detect internal decay. Pole is excavated to a depth of 10 inches and checked for external decay.

### Recommended Cycle

- Every four (4) to six (6) years

### Percent of Total Rejects Located

- 70 - 94 %

### Pole Life Extended

- No

### Advantages

- Locates obvious rejects quickly with minimal investment
- Bore hole is below groundline
- Poles surface has been checked below groundline

### Disadvantages

- Leaves 10-30% number of undetected rejects
- 4 to 6-year cycles are recommended
- Reject rates remain high and there is no pole life extension

## Visual Sound and Bore with Partial Excavation & Selective Treatment (Condition Based)

Poles are Visually and Sound inspected with a hammer to detect internal decay. Pole is excavated to a depth of 10 inches and checked for external decay. Poles that show signs of decay are excavated to a depth of 18" to determine the extent of decay. Decayed wood is removed. External and internal treatments are applied.

### Recommended Cycle

- Every six (6) to eight (8) years

### Percent of Total Rejects Located

- 70 - 94 %

### Pole Life Extended

- Yes

### Advantages

- Improved inspection accuracy
- Bore hole is below groundline
- Poles surface has been checked below groundline
- The investment in extending service life of treated poles start to earn dividends via extended pole life.

- Inspection cycle extended to 6 to 8-years

### Disadvantages

- Leaves 10-30% number of undetected rejects
- Reject rates on future cycles will remain higher on non-treated poles

## Visual Sound and Bore with Full Excavation & Treatment

Poles are Visually and Sound inspected with a hammer to detect internal decay. Pole is excavated to a depth of 18" and checked for external decay. Decayed wood is removed. External and internal treatments are applied.

### Recommended Cycle

- Every eight (8) to twelve (12) years

### Percent of Total Rejects Located

- 98 %

### Pole Life Extended

- Yes

### Advantages

- Most accurate inspection
- Locates 98% of rejects
- Extended service life of all poles
- Utility can capitalize all or a portion of the expense
- Inspection cycle extended to 8 to 12-years

### Disadvantages

- Increased initial investment
- Longer duration to inspect entire system

# Certificate of Insurance

ACORD®

## CERTIFICATE OF LIABILITY INSURANCE

8/21/2027 | DATE (MM/DD/YYYY) 9/30/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER Lockton Companies, LLC<br>DBA Lockton Insurance Brokers, LLC in CA<br>CA license #0F15767<br>444 W. 47th St., Ste. 900<br>Kansas City MO 64112-1906<br>(816) 960-9000 kcasu@lockton.com | CONTACT NAME:<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS: |
| INSURED 1542465<br>VPS SOLUTIONS, LLC<br>2211 NORTH MINNESOTA STREET<br>MITCHELL SD 57301 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Greenwich Insurance Company — 22322<br>INSURER B : XL Insurance America, Inc. — 24554<br>INSURER C : Columbia Casualty Company — 31127<br>INSURER D : Starr Surplus Lines Insurance Company — 13604<br>INSURER E : —<br>INSURER F : — |

**COVERAGES** **CERTIFICATE NUMBER:** 24114582 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| B | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | N | N | GGG7479456-02 | 8/21/2026 | 8/21/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 1,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | N | N | GGA7479457-02 | 8/21/2026 | 8/21/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 1,000,000<br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX |
| B | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | N | N | GUU7479458-02 | 8/21/2026 | 8/21/2027 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 10,000,000<br>$ 10,000,000<br>$ XXXXXXX |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | N | GWG7479455-02 | 8/21/2026 | 8/21/2027 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| C<br>D | CYBER TECH E&O<br>PROF LIAB | N | N | 7094122194<br>1000635547261 | 8/21/2026<br>8/21/2026 | 8/21/2027<br>8/21/2027 | $5M/$5M EACH CLAIM/AGG<br>$10M PER CLAIM/$10M AGG | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

**24114582**
GARDEN CITY, ELECTRIC DIVISION
140 HARVEST ST. – P.O. BOX 998
GARDEN CITY KS 67846

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Joseph M Agnello

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

## Hourly Rate Sheet

| | Professional | Rate |
|---|---|---|
| Executive | SME / Executive Level 4 | $270-$335 |
| | SME / Executive Level 3 | $220-$260 |
| | SME / Executive Level 2 | $200-$220 |
| | SME / Executive Level 1 | $190-$210 |
| Engineering | Senior Engineer / SME | $195-$210 |
| | Senior Engineering Staff Level 2 | $185-$195 |
| | Senior Engineering Staff Level 1 | $175-$185 |
| | Engineering Staff Level 3 | $155-$175 |
| | Engineering Staff Level 2 | $120-$155 |
| | Engineering Staff Level 1 | $95-$120 |
| | Make Ready Specialist | $85-$95 |
| Integration Services | Integration Service Technician Level 3 | $150-$190 |
| | Integration Service Technician Level 2 | $130-$150 |
| | Integration Service Technician Level 1 | $85-$125 |
| Network & Security Services | Sr/Lead Engineering Consultant | $200 - $210 |
| | Engineering Consultant | $190 - $200 |
| | Engineering Administer/Analyst | $180 - $190 |
| | Engineering Specialist | $170 - $180 |
| | Engineering Technician | $160 - $170 |
| | NOC Staff | $150 - $160 |
| Consulting | Senior Consultant / SME | $270-$280 |
| | Senior Analyst Level 3 | $260-$270 |
| | Senior Analyst Level 2 | $250-$260 |
| | Analyst Level 1 | $210-$250 |
| | Analyst Assistant | $130-$175 |
| Outside Plant | Senior OSP / SME | $120-$150 |
| | OSP Staff Level 6 | $85-$120 |
| | OSP Staff Level 5 | $80-$85 |
| | OSP Staff Level 4 | $75-$80 |
| | OSP Staff Level 3 | $72-$75 |
| | OSP Staff Level 2 | $67-$72 |
| | OSP Staff Level 1 | $62-$67 |
| Permitting | Senior Permitting / Environmental Specialist | $100-$120 |
| | Permitting / Environmental Specialist Level 2 | $85-$95 |
| | Permitting / Environmental Specialist Level 1 | $75-$85 |
| CAD Operations | Senior CAD / SME | $95-$115 |
| | CAD Specialist Level 3 | $85-$95 |
| | CAD Specialist Level 2 | $80-$85 |
| | CAD Specialist Level 1 | $65-$80 |
| Other | Contracts Administrator | $80-$95 |
| | Administrative Assistant | $55-$65 |

Issue: July 2026

****All maintenance window and RF Engineering time will be billed at $100 above listed rates.*
****Regulatory legal support and testimony will be at 1.5 times the rate.*
****Rates subject to change and some test equipment charges may apply.*

## BID SHEET & CERTIFICATION

The City of Garden City is seeking competitive sealed bids for Wood Utility Pole Inspection in 2024 and 2025. The City of Garden City desires to engage with a qualified Contractor for this project.

**Qty. Description**

**(1)-** 2,821 Wood utility poles to be inspected within six (6) weeks in 2027. (Districts 1 & 2)

**2027 unit cost per pole:** **$65.00**

**(2)-**2,108 Wood utility poles to be inspected within six (6) weeks in 2028. (Districts 3 & 4)

**2028 unit cost per pole:** **$65.00**

**(3)-**2,095 Wood utility poles to be inspected within six (6) weeks in 2029. (Districts 5 & 6)

**2029 unit cost per pole:** **$65.00**

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: Vector Electric LLC

Company Address: 4912 SE 61st Street, Berryton, KS 66409

Taxpayer Identification Number (T.I.N.): 36-4990066

Telephone No. 702-610-4392 (alt / company main: 785-600-0247) Fax No. N/A

Email Address: thomas@vectorelectric-ks.com

Print Name: Thomas Wilbur

Signature: 10/23/2026

## LIST OF SUBCONTRACTORS

Bidders shall submit the following information pursuant to the conditions herein.

Please check the box accordingly:

☒ Subcontractors WILL NOT be utilized to complete work.

☐ Subcontractors WILL be utilized to complete work. (Complete the rest of the form)

*No subcontractors. Vector Electric LLC will self-perform all inspection work.*

No Contractor whose bid is accepted shall permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid without the consent of the City.

| **Subcontractor:** | **Category of Work:** | **Address of Business:** | **Phone #:** |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

## BIDDER REFERENCE FORM

The Contractor shall supply, with its bid, professional references of companies or organizations for which it has performed similar testing of wooden utility power poles within the last twenty-four (24) months. At least three (3) references shall be included with a contact name and telephone number.

1. Company Name: Tempest Energy

Contact Name: Jesse Walters

Contact Phone: (985) 250-9559 Contact Email: jessew@tempestms.com

Date(s) of Services Rendered: Oct 7, 2026

Brief Description of Specific Services Rendered: High voltage distribution work.

---

2. Company Name: AndPower LLC

Contact Name: Laurie Andrews

Contact Phone: (252) 702-1749 Contact Email: laurie@andpowergroup.com

Date(s) of Services Rendered: June 17-July 6, 2026

Brief Description of Specific Services Rendered: High voltage distribution work.

---

3. Company Name: JB's High Voltage

Contact Name: Joe Brian

Contact Phone: (530) 301-2681 Contact Email: joe@jbshighvoltage.com

Date(s) of Services Rendered: ~2020 (older than 24 months)

Brief Description of Specific Services Rendered: High voltage distribution work.

DAVEY Resource Group

3900 Kinross Lakes Pkwy Suite 100
Richfield, OH 44286

Rex Harris
940.782.9072

October 26th, 2026

Kent Pottorf
140 Harvest St. P.O. Box 998
Garden City, KS 67846

**RE: PROJECT NAME**

Dear Mr. Pottorf,

DRG Grid Reliability, LLC (DRG Grid), a wholly owned subsidiary of The Davey Tree Expert Company, is pleased to respond to the referenced RFP. DRG is honored to be considered for this important project and we're looking forward to working with City of Garden City.

## BENEFITS OF DAVEY

1. **Safety** - DRG Grid will comply with all City of Garden City and Davey safety standards. For Davey, safety is a value at the core of everything we do, not simply a metric to track. The purpose of our safety programs is to protect property from damage, provide a safe and healthful environment for personnel, and prevent workplace accidents.
2. **Employee Ownership** - As one of the largest employee-owned companies in the industry, DRG Grid has the unique advantage of not being distracted by regular acquisition or organization buy-out. Our organization boasts a strong financial background, allowing us to provide reliable service while focusing on quality and employee retention.
3. **Capacity** - The Davey group of companies comprises a workforce exceeding 12,500 employees. Our employee-owned status attracts long-term talent and stability across multiple industries. Davey's diverse offerings means we can act as a "one-stop-shop" for City of Garden City.

The benefits of our particular approach are described herein. We believe in the value our experienced staff and unique company culture can bring to City of Garden City on this project. Thank you for extending this opprotunity to DRG Grid.

Sincerely,

Rex Harris
Project Developer
DRG Grid Reliability, LLC

DAVEY Resource Group

3900 Kinross Lakes Pkwy Suite 100
Richfield, OH 44286

Rex Harris
940.782.9072

# EXCEPTIONS

## REQUEST FOR REVIEW OF CONTRACT TERMS

In the event that DRG Grid is selected as the successful partner, we respectfully request the opportunity to have our legal counsel conduct a review of the contract terms and, if necessary, collaborate with your team to propose mutually acceptable modifications before formal execution. The terms and conditions were not provided with the RFP, and, as such, we are unable to review them and provide exceptions.

## INDEMNIFICATION

The Contractor agrees to and shall indemnify and hold the City harmless from and against all liability, loss, damage, or injury, all costs and expenses (including attorney's fees and costs of any suit related thereto), suffered or incurred by the City, arising from or related to Contractor's negligent performance under the contract, or the negligence of Contractor's employees, agents or subcontractors. This indemnification provision shall survive the termination or expiration of a contract between the parties for a period of two (2) years.




# POLE INSPECTION PROPOSAL

**Prepared for: City of Garden City (COGC)**

**10/26/2026**

DAVEY Resource Group

# TABLE OF CONTENTS


| | |
|---|---|
| COMPANY BACKGROUND | 4 |
| THE DAVEY DIFFERENCE | 5 |
| OUR SAFETY CULTURE | 7 |
| PROPOSAL SUMMARY | 8 |
| SCOPE OF WORK | 9 |
| PRICING | 10 |
| WOOD POLE INSPECTION SPECIFICATIONS | 11 |
| EXHIBIT A - REQUIRED BID FORMS | 24 |






**CORPORATE OFFICE:**
DRG Grid Reliability, LLC
3900 Kinross Lakes Pkwy
Suite 100
Richfield, OH 44286

**TAX INDENTIFICATION NUMBER:**
33-2578415

**CONTACT PERSON:**
Rex Harris

**CONTACT PHONE:**
940.782.9072

**CONTACT EMAIL:**
Rex.Harris@davey.com


DAVEY Resource Group



# COMPANY BACKGROUND

## OUR HISTORY AND UNIQUE VALUE AS AN EMPLOYEE- OWNED COMPANY

Founded in 1880, The Davey Tree Expert Company was started by John Davey and incorporated in 1909. In 1979, the employees acquired ownership of Davey. Today, Davey Tree is one of the largest employee-owned companies in North America.

With more than 12,000 employees, Davey Tree and its subsidiaries offer residential services, commercial services, consulting services by The Davey Resource Group, and utility services.

We have an experienced workforce of dedicated, courteous hard-working employees working with a common goal of safe, reliable service. We believe our commitment to quality is evident in the work we do.

Our utility solutions and programs are designed and carefully monitored to obtain the right results with minimum risk to the environment and the communities we serve.

DAVEY Resource Group

# THE DAVEY DIFFERENCE

## AN INTRODUCTION TO DRG GRID

At DRG Grid Reliability, LLC (DRG Grid), we live by the timeless words of our founder, John Davey: "Do it right or not at all." Since our establishment in 1880, this guiding principle has been the cornerstone of our legacy, passed down through generations of dedicated employee owners.

As the 8th largest employee-owned company in the United States, with a workforce of over 12,000, we take great pride in supporting communities nationwide, including yours. Our culture can best be described as "The Davey Difference," an ethos that drives us to deliver exceptional service and customized solutions for each client.

At DRG Grid, we believe in forging client-centered relationships and tackling challenges with innovation and expertise. We take the time to thoroughly understand the unique needs of our clients, offering a diverse array of solutions tailored to meet their specific requirements.

With extensive experience serving investor-owned utilities across the country, DRG Grid stands out for its unparalleled knowledge and comprehensive understanding of utility asset management. Our past and current services include a wide range of offerings, such as:

- Field inventory and asset validation
- GIS verification
- Joint-use audits
- Permitting and management
- Distribution Engineering
- Pole inspection and restoration
- Double-wood remediation
- Pole loading and Restoration
- Visual & IR inspections
- Pad-mount inspections

Our Asset Management workforce comprises over 1,000 skilled field personnel, a majority of whom specialize in helping electric utilities manage their assets. To support our clients, personnel, and field operations, we have over 100 supervisors and managers located throughout the country, contributing a combined management experience of over 130 years in delivering quality service and utility solutions.

When you collaborate with DRG Grid, you gain the advantage of a solutions provider that partners with you to identify challenges and provide effective answers to overcome obstacles. We are committed to delivering timely, accurate data to meet your program goals and objectives, ensuring your success.

At DRG, we embody "The Davey Difference" in everything we do, making a positive impact in the communities we serve and delivering exceptional service to our valued clients.




# OUR SAFETY CULTURE

Your customers rely on you to provide the energy that powers their lives. You rely on Davey to improve the reliability of your electrical system, enhancing the safety of your communities. Our commitment to safety and incident prevention is at the heart of our business. Priorities change but values never do. To help us maintain this approach, Davey's Leadership Team has worked with our corporate safety professionals and industry professionals to develop several key programs:

## HUMAN PERFORMANCE IMPROVEMENT:

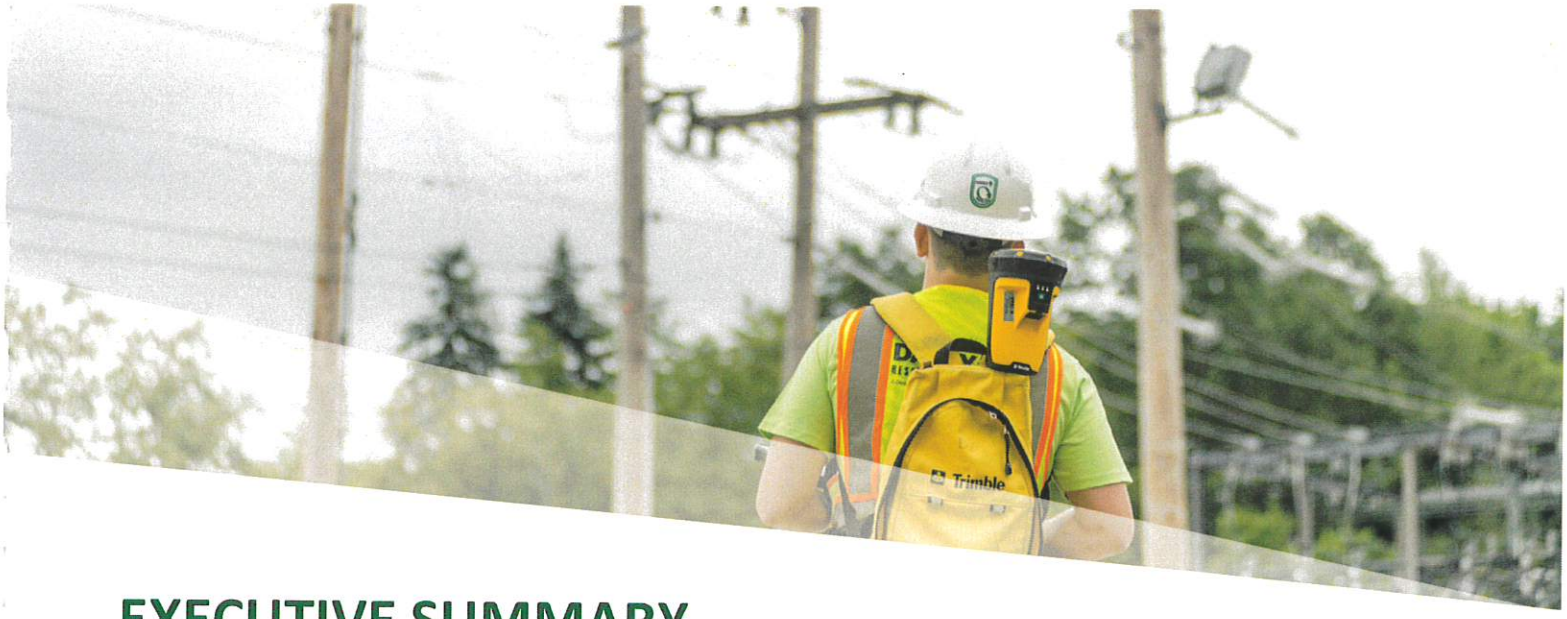
Continued learning and reevaluation of our processes, procedures, and behaviors in safety and operations through the concepts and principles of Human Performance Improvement. Our core message is:

- Human Error is not the cause. Human error is where investigation begins.
- Your reaction to bad news matters.
- Sharp-end employees are closest to failure and success. Therefore, they understand the finer points of how both occur within your organization.
- Stimulate and protect Informed Culture. Barriers that inhibit upward communication allow the growth of LOWs. Possibly to the point to where they become unmanageable.
- Leaders must behave consistently with the company's stated values. If they don't, employees will laugh at the poster of stated values. Culture develops either way.
- Values based decisions made during crisis or tension solidify desirable culture.

## THE DAVEY ELECTRONIC CLOSE CALL COMMUNICATOR:

Davey's Close Call Communicator is a reporting program that seeks to promote the best practice of reporting close calls and following up with review and feedback that promotes improved safety. This process:

- Puts safety in the hands of all our industry professionals.
- Allows any team member to share information regarding close calls that occur during our operations throughout the U.S. and Canada.
- This process engages the local and regional leadership in a visible safety activity and allows for the rapid sharing of information and learning opportunities with the entire organization.




# EXECUTIVE SUMMARY

After reviewing the proposed quantities starting in 2027, DRG Grid feels extremely confident that we have the capacity to support MWP's current pole inspection and treatment program with Aireal Inspection. Our local leadership team, who will support MWP throughout this program, has over 100 years of experience in the industry.

The current stability of The Davey company, combined with our experience in managing significant utility programs, and our desire to provide MWP with quality workmanship and consistent support, allows DRG Grid to be prepared to support this ramp up in 2027-2029.

Davey's primary emphasis has been to serve utility companies throughout the US and Canada with reliable and safe utility line clearance, asset management and pole inspection services. Davey also has a large residential / commercial tree care service line which operates throughout the US and Canada. Davey has been an employee-owned company since 1979. The Davey Tree Expert Company has over 13,000 employees in the US and Canada which includes resources from Davey Tree Surgery Company, Davey Resource Group and DRG Grid Reliability, LLC - all wholly owned subsidiaries of Davey Tree Expert Company. Davey currently provides pole inspection, treatment, and restoration services for numerous utilities throughout the US. Davey has established long-term relationships with utilities that reach back into the 1990's. These relationships have been a result of quality, consistency, and an overall focus on customer satisfaction. Davey has over 30 years of experience in the testing, treating and restoration of T&D wood poles.

The objective of this project is to establish an accurate and detailed set of information on current pole facilities and to perform appropriate maintenance items. This program will assist MWP in providing safe, reliable, and cost-effective energy solutions to your customers. DRG Grid understands the serious nature of these inspections and the importance of executing the project on a predetermined timeline, delivering accurate and timely data, and invoicing

# REFERENCES

| CUSTOMER | DESCRIPTION OF SERVICE | CUSTOMER CONTACT INFO |
|---|---|---|
| The City of Weatherford | Underground Inspection and Maintenance | Mr. James McGill<br>Electrical Engineer<br>jmcgill@weatherfordtx.gov<br>682.229.2558 |
| Prairieland Electric Cooperative (KANSAS) | Pole Inspection and Treatment | Kody Pounds, P.E.<br>Director of Operations<br>kpounds@prairielandelectric.com<br>785-877-3323 |
| Bryan Texas Utilities | Pole Inspection & Treatment / Pole Restoration | Mr. Jonathan Nobles<br>Engineering Technician<br>979.821.5857<br>jnobles@btutilities.com |
| Mid-South Electric Co-op | Pole Inspection & Treatment / Underground Inspection & Maintenance | Mr. David (Bo) Williams<br>VP - Operations<br>979.220.5898<br>dwilliams@midsouthsynergy.com |
| Trinity Valley ECI | Pole Inspection & Treatment | Mr. Chris Durden<br>Manager of Operations<br>903-681-4040<br>durdenc@tvec.coop |
| Wood County Electric Cooperative | Pole Inspection & Treatment | Mr. Ramon Steward<br>Director of Operations<br>903.638.1100<br>ramons@woec.org |
| Tri-County Electric Cooperative | Pole Inspection & Treatment / Underground Inspection & Maintenance | Mr. Kevin Mooney<br>Sr. Director Business Development/Right Of Way<br>817-444-3201<br>kmooney@tcectexas.com |
| Oncor Electric Delivery | Pole Inspection & Pole Restoration | Mr. Robel Lulseged<br>Sr. Program Manager<br>(469) 261-4557<br>robel.lulseged@oncor.com |
| Xcel Energy | Pole Inspection & Pole Restoration | Mr. Fletcher Johnson<br>Director, Vegetation Management & Pole Integrity<br>(651) 229-2485<br>fletcher.l.johnson@xcelenergy.com |
| Lamar Electric Cooperative | Pole Inspection & Treatment | Drew Conder<br>Operations Manager<br>903.784-4303<br>drew@lamarelectric.coop |

# SYSTEMATIC APPROACH

DRG Grid will take a ***systematic approach*** to completing the work that MWP has requested.
This is the same framework that we use for all our projects at MWP and elsewhere. The advantages of this approach can be seen in our successes with the current, active projects throughout the Country.
DRG Grid will leverage this approach to ensure the MWP project goals will be completed as effectively as possible.

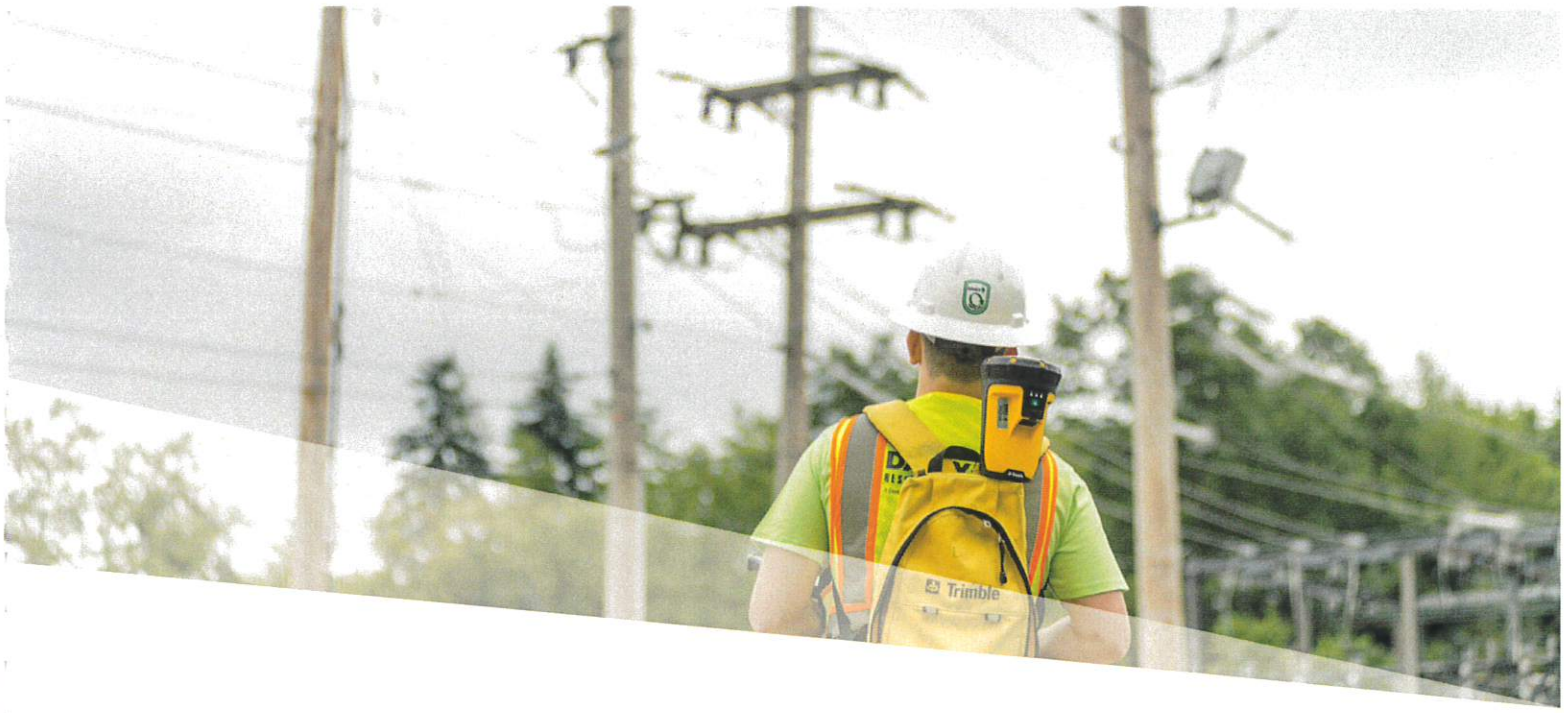
1. **Project Startup:** The first step of the process will begin by meeting with each MWP operating company system personnel before the project begins. This step will serve multiple purposes and ensure DRG Grid's staff understands all goals and objectives. This meeting will cover the following topics among others:
   a. Distribution and Transmission pole inspection
   b. Communication expectations.
   c. Project team members roles and responsibilities.
   d. Data exchange specifications.
   e. Project schedule
   f. Safety Tailgates and Training
   g. Data Delivery and Invoicing
   h. Other items MWP would like to discuss.
2. **T&D Overhead Inspections:** Our team will deploy crews to complete the annual pole inspection project per the SOW. Each crew will utilize an efficient data collection methodology that has proven successful on similar major projects:
   - **Basemaps** MWP will provide an initial data set and basemap information including any pole, facility, and historical information. Electronic basemap information from the utility will be utilized as a field reference tool.
   - **Data Transfer** – DRG Grid will load these files into our tablet computers utilizing our custom asset inspection software.
   - **Inspection and Data Collection** – Field staff will perform a pole-by-pole inspection adhering to the specification and determine reinforceable candidates or poles for replacements.



3. **Compilation:** Inspection data will be uploaded on a regular basis to DRG Grid's secure internal online website strictly developed for MWP. This website provides data storage, quality-centered procedures, project management and preliminary reporting for MWP's system data. The website has proven extremely useful in providing customers with accurate projections of completion schedules and daily reporting on project status.




4. **Quality Assurance:** MWP will benefit from a multi- tiered approach to quality control. This approach utilizes quality checks in three main areas:
    a. **Computerized Data Verification:** This step runs multiple data verifications to look for anomalies in the data that could signal errors while the foreman is still in the field. Data is checked continually using DRG Grid's software validations and verification.
    b. **Field Quality Check:** A project supervisor or quality assurance technician will regularly review work performed in the field to ensure the specification is accurately applied; the worksite is left in the desired condition and that the data collected is accurate.
    c. **Quality Assurance (QA) Records:** QA records will be completed electronically so that quality checks become a permanent record of the data collected. This process provides a detailed and documented approach to quality assurance that MWP will be able to review and be confident that the project will be successful.
5. **Data Collection Software:** DRG Grid will utilize their personal mobile asset mapping software for all reporting and data collection out in the field. All data collected in the field is uploaded into a personal live website developed specifically for MWP. MWP will have access to this website throughout and after the project is completed.
6. **Data Delivery:** The final step in the data collection process will be data delivery. Our extensive record of working with Utility's GIS through current inspection and joint use projects will ensure delivery in a format fully acceptable to MWP for this scope. DRG Grid's data collection tool operates in an ESRI environment and will be able to provide data back to MWP in a proven compatible format. All deliverables will conform to MWP's GIS database standards and data fields will be defined at the beginning of the project to ensure a seamless data delivery process. DRG Grid will return to MWP an accurate database of facility inspection information. DRG Grid will generate MS Excel worksheets on a weekly basis. The data is quickly available after inspection in our customer facing online dashboard allowing MWP to view the project details as the project moves to completion.




# PROJECT MANAGEMENT

DRG Grid will assign a single point of contact (Project Manager) for all project-related communications. Throughout the project, it is DRG Grid's goal to communicate consistently and transparently. As part of our communication plan, we recommend that we conduct a weekly conference call at the start of the project and move to a bi-weekly conference call after both parties are satisfied with progress. Topics will include the Key Performance Indicators that MWP requests; the following are a few topics that DRG Grid suggests:

1. 2-minute Weekly Tailgate Safety Topic
2. Safety Metrics Review
3. MWP Key Performance Indicators and Online Dashboard Review
4. Action Item Review
    a. Outstanding items
    b. New items
5. Project Status & Field Updates (Schedule Review)
    a. Pole Inspection
6. QA/QC results, root cause analysis and corrective action
7. Data Flow and Deliveries
8. Reporting
9. Invoicing
    a. Flow of invoices
    b. Open AR's
10. Priority Reporting
    a. Over/under reporting

# KEY PROJECT PERSONNEL

## JIM CORBITT, PRESIDENT | DRG GRID RELIABILITY, LLC

Jim Corbitt earned his bachelor's degree in business administration from Stephen F. Austin State University and has been applying his expertise since he joined Davey in 2018. Since joining the industry in 1997, his experience in operations and business development includes working directly with IOUs, cooperatives, municipalities and communication companies. This experience includes pole inspection and treatment, pole restoration, URD inspection and remediation, storm services, infrared inspections, system inventories, patrols, joint use inventory and loading services, and audits. Jim's diverse skill set allows him to tackle infrastructure challenges with tailored solutions that drive efficiency and reliability for his clients.

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## REX HARRIS | PROJECT DEVELOPMENT

Rex Harris served 20 years in the Air Force and served in Desert Shield and Desert Storm. He earned his Bachelor of Science degree from AIU. He has over 15 years of experience in business development and has worked on customer accounts in the Coop, IOU, and Muni markets. He acts as a liaison between the customer and DRG Grid. He has experience in many aspects of Asset Management including pole inspection, pole restoration, underground inspection, joint use inventories, system network inventories, as well as engineering services to include make ready design, pole loading, meter change outs, GIS services and storm response services.

## CODY RHODES, ACCOUNT MANAGER

Cody Rhodes has been a key member of Davey Resource Group since 2021, bringing strong experience in utility pole inspection, infrastructure management, and contract oversight. His field expertise includes Pole Inspection and Treatment (PIT), URD Pad mount Inspections, NESC Inspections, Inventory, High Fire Risk Utility System Mitigation, and Federal Avian Protection Plans. Cody currently oversees the Rocky Mountain Power contract and other Western operations, managing crew supervision, scheduling, daily operations, financial projections, and client communications. With a background in utility infrastructure and construction management, Cody excels at coordinating teams, maintaining project timelines, and driving operational efficiency. His leadership and proactive approach to problem-solving have contributed to the successful execution of projects across the region, consistently meeting client expectations for safety, quality, and performance. Cody's strong field knowledge, communication skills, and commitment to high standards make him an asset to Davey Resource Group's operations team.

## JEVYN COLLINS, OPERATIONS SUPERVISOR

Jevyn has over six years of experience in the Pole Inspection industry, starting as a crew member with Osmose in 2018. He quickly advanced to foreman in 2019, overseeing crews throughout the Midwest and Northeast. In June 2021, he joined Davey, where he plays a key role in managing the Rocky Mountain Power project over the past several years. Jevyn is known for his strong communication, training, and problem-solving skills, which help ensure that projects are completed safely and efficiently. His extensive knowledge encompasses joint use inventory, URD inspection, system inventory, storm services, NESC code violations, and audits, making him an asset in his field.

## BRITTANY PRIDGEON | PROJECT MANAGER

Brittany earned a bachelor's degree in communications from Texas Tech University and has a diverse professional background. Starting her career as a high school teacher, she taught English, College Prep, and various professional development courses. In 2020, after eight years in education, Brittany transitioned into Asset Management at DRG Grid, where her strong communication skills and ability to foster alignment between stakeholders and organizational goals quickly propelled her into a Project Manager position. In her role, she excels in both strategic planning and driving operational efficiencies, leveraging her expertise in communications to navigate complex challenges and deliver results. Brittany also serves as the primary point of contact for the client, ensuring strategic communication, prompt responsiveness, and the cultivation of a strong, results-driven partnership across all phases of project execution. Her leadership and communication skills have made her an essential asset in spearheading cross-functional projects and fostering collaborative team environments.

## MICHAEL RIMER | GIS ANALYST

Michael attended the University of Tennessee, Knoxville and graduated in 2012 with a Bachelor's in Geography, with a focus on Information Technology. Michael joined DRG as a GIS Field Technician conducting asset management inventory, working on projects in Texas, California, Arkansas and Colorado, until 2017. Starting in 2017, he worked in different positions within utilities and local government. In 2021, he re-joined Davey in his current position as a GIS Analyst, where he works with both Operations and Data Management.

## BILL HOPKINS, CUSP | DIRECTOR, UAM SAFETY SUPPORT

With almost two decades of dedicated experience in occupational safety, Bill has been a cornerstone of the DRG Safety Team since 2022. He has meticulously built and led a highly knowledgeable and respected safety department from its inception. In 2022, Bill further solidified his expertise by earning his Green CUSP certification with an Electrical T&D endorsement. Prior to his tenure at DRG, Bill specialized in OSHA regulations 1910.268 and 1910.269. His impressive background includes three years as a Senior Specialist for National Grid, overseeing safety across Massachusetts and Rhode Island, and three years as the Director of Safety for Phoenix Communications, where he managed safety initiatives across eight states. At DRG, Bill is responsible for ensuring compliance with all State and Federal occupational safety and health regulations, demonstrating an unwavering commitment to fostering a safe and healthy workplace. He provides essential leadership, comprehensive training, vital information, critical resources, policy development, and expert consultation services to all DRG employees and departments. Bill's strong foundation in discipline and service was forged during his five years as a United States Marine.

## KELLI TERRELL | LEAD SAFETY SUPPORT SPECIALIST

Kelli is currently serving as a Lead Safety Specialist at Davey Resource Group, where she leads initiatives that significantly impact organizational safety culture and performance. She has been with Davey since 2023, where she fosters a culture of continuous improvement and safety excellence. She received a bachelor's degree in engineering technology with a concentration in Safety Management. She's been in the safety industry for 7 years where she earned multiple certifications, including OSHA 30, OSHA 510, ITIL 4, and ISO 9001, and is actively pursuing the Certified Safety Professional (CSP) credential. Additionally, she is a certified Defensive Driver, Padmount Transformer Instructor, and First Aid/CPR Instructor.

# PRICING

| DISTRIBUTION POLE INSPECTION | | OPTION 1 | | OPTION 2 | |
|---|---|---|---|---|---|
| Line Items | Quantity | Resistograph Inspection | Total Cost | Traditional S&B Inspection | Total Cost |
| Wood Pole Inspection - 2027 | 2821 | **$24.13** | $68,070.73 | **$14.46** | $40,791.66 |
| Wood Pole Inspection - 2028 | 2108 | **$25.10** | $52,910.80 | **$15.04** | $31,704.32 |
| Wood Pole Inspection - 2029 | 2095 | **$26.10** | $54,700.45 | **$15.64** | $32,765.80 |
| **CITY OF GARDEN CITY, KS** | | **Total Project** | **$175,681.98** | **Total Project** | **$105,261.78** |
| **7,024 TOTAL STRUCTURES (3 YRS)** | | **Avg / Structure** | **$25.01** | **Avg / Structure** | **$14.99** |

# ASSUMPTIONS

DRG Grid shall provide qualified personnel, PPE, supervision, truck(s), preservatives, and the tools necessary to conduct pole inspection and treatment. MWP shall provide guy markers, ground wire material supplies

Each pole shall have one image taken at no charge. If the inspector observes a possible clearance, ROW, encroachment, or loading concerns, additional images shall be taken using the line item above: Extra Images (Per Image)

# ADDITIONAL PROJECT VALUE ADDS:

1. DRG Grid will take (1) picture of each pole to include the pole top and provide it to MWP at **NO CHARGE**.

2. DRG Grid will collect all double wood poles, topped poles, and stub poles. DRG Grid shall note if the structure does or does not have attachments and deliver the information back to MWP at **NO CHARGE**.

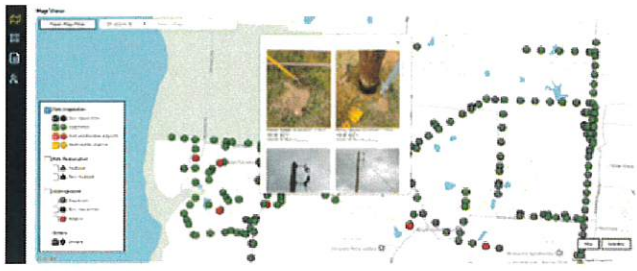
3. DRG Grid uses an online customer dashboard for data viewing and sorting. This dashboard allows data queries, shows project status, pole locations, and rejects information and more. Pictures of each pole are also available at **NO CHARGE.**



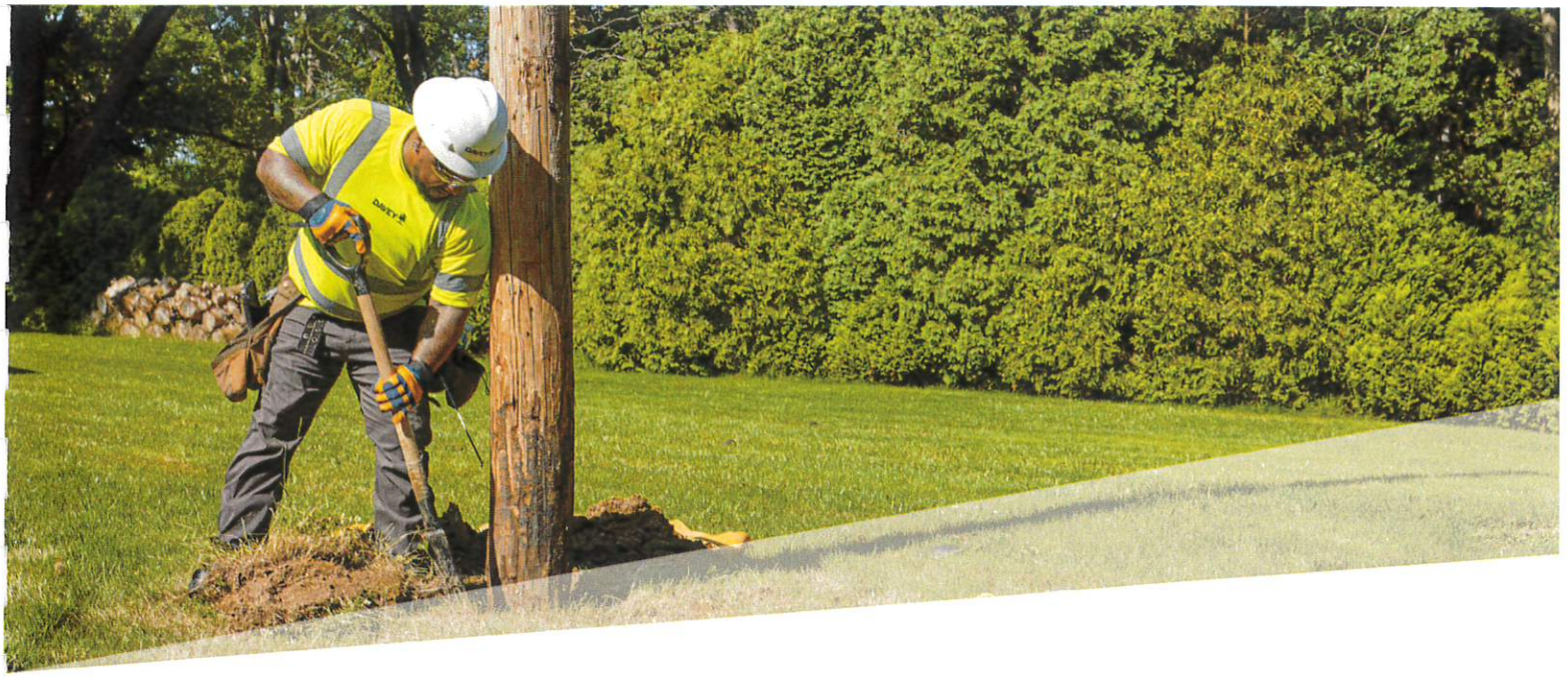












# WOOD POLE INSPECTION & TREATMENT SPECIFICATIONS

OUTLINE

1. **General Information**
   - Scope
   - Parties
   - Responsibilities
   - Workmanship
   - Accuracy
   - Personnel
   - Quality Assurance
   - Work Site
2. **Inspection**
   - Visual
   - Sounding Wood Poles
   - Internal Inspection by Boring
   - Decay and Damage Evaluation
   - Reject and Priority Poles
   - Special Note Concerning Copper Naphthenate and Cellon Treated Poles
3. **Use of Resistograph Option**
   - Purpose
   - Drill Operation
4. **Pole Tagging**
5. **Collection and Delivery of Data**

DAVEY Resource Group

1. **General Information**
   - **Scope:** This document shall be utilized while inspecting and treating wood poles. All poles shall be inspected below the groundline area provided that the pole is not a reject due to obvious visual defects.
   - **Parties:**
     i. Owner: City of Garden City (COGC)
     ii. Contractor: Davey Resource Group, Inc.
   - **Responsibilities:**
     i. DRG Grid shall furnish labor, tools, equipment, supervision, handheld collection units as well as training and support necessary to conduct the wood pole inspection program.
     ii. DRG Grid shall perform inspections with the IML Resistograph utilizing the settings that GCK and IML establish, that is facilitated by DRG Grid. DRG Grid does not warrant or offer any type of indemnification for any pole that the Resistograph fails to identify as a reject. DRG Grid shall not be responsible for any resulting damages and/or liabilities due to the failure of the Resistograph to identify poles as rejects. DRG Grid shall identify and make available to IML all drills to be utilized on the GCK project in order to be programmed according to the agreement between GCK and IML. IML shall program each Resistograph drill utilized by DRG Grid on the GCK project to their agreed upon settings with GCK .
     iii. COGC shall furnish electronic map data of the locations of inspections, program management necessary to support the efforts of the wood pole inspection program, and routine program support to assist with members and the public. COGC shall provide contact(s) to DRG Grid to notify when emergency situations arise and/or when priority poles or hazardous conditions are discovered.
   - **Workmanship:**
     i. All work shall be performed in a professional manner and in accordance with this specification. If changes are requested, then both COGC and DRG Grid shall appropriately discuss and agree to changes in specification language and pricing if needed.
     ii. DRG Grid shall be responsible for property damages that occur from negligent performance of workmanship. DRG Grid shall not be responsible for damages that occurred due to routine operation of an electric distribution system.
     iii. City of Garden City, its affiliates, and its contractors must recognize that all workers on utility poles must inspect poles to their satisfaction prior to working on poles, lines, guying, attachments, and/or equipment. An inspection by DRG Grid is not a guarantee the pole is safe to work on. COGC shall inform their employees and other workers on poles that the DRG Grid inspection of the pole is neither an express nor implied warranty that the pole meets the National Electric Safety Code, the General Order No. 95, nor any other applicable standard. All workers on poles shall practice all other safety procedures before working on poles, lines, guying, attachments, and/or equipment.
   - **Accuracy:**
     i. **Visual Inspection** by itself will identify poles that are rejected due to above ground external damage such as lightning damage and split tops. Utilizing a Visual Inspection method will identify almost all rejects caused by overhead conditions but will miss almost all groundline priority and reject poles.
     ii. **Sounding & Boring**, in conjunctions with Visual Inspection, may identify up to 50% of groundline reject and priority poles. Sounding, Boring and Partial Excavation, in conjunction with Visual Inspection will identify approximately 50% to 60% of reject and priority poles. COGC's poles that cannot be fully excavated and evaluated are at increased risk of being misclassified, as the limited accuracy of visual inspection, sound & bore, and partial excavation may fail to properly identify rejects and priority poles.
     iii. ***A fully excavated pole is the most thorough process to inspect a pole.*** A Visual, Sound & Bore and fully excavated pole shall identify ***at least 98%*** of rejects. Obstructions such as asphalt, concrete, rocks, roots, risers, and other attachments can limit the ability to thoroughly excavate and inspect utility poles and therefore can reduce the accuracy of the inspection.

- **Personnel:**
  i. Each DRG Grid Inspector shall be properly trained to accurately conduct wood pole inspection and treatment and be qualified in safety awareness, proper use of PPE, defensive driving, first aid, CPR, Hazardous Materials Training, minimum approach distance, electric/communication identification, and stray voltage training. Additionally, each inspector is trained to appropriately utilize the IML Resistograph for wood pole inspection.
  ii. DRG Grid shall provide appropriately trained and qualified Supervision, Management and/or Project Management to fully support the program.
  iii. DRG Grid shall remain properly licensed and maintain said licensing in the state of Kansas for the application of wood preservatives.
- **Quality Assurance:**
  i. The DRG Grid approach utilizes quality checks in three main areas. COGC will benefit from a multi-tiered approach to quality control; our custom data collection software ensures quality assurance procedures will be performed on data collected by field personnel.
    - **Computerized Data Verification** – This step runs multiple data verifications overnight to look for abnormalities in data entry that could signal errors in the field. Each day data is reviewed and corrected to ensure accurate reporting of field conditions.
    - **Site Reviews** – Each crew shall receive a Site Review by their direct supervisor at least one time per month to ensure compliance of standard quality workmanship. Additionally, each crew's work will receive at least a monthly Quality Check on each crew to ensure proper work is being conducted in the field.
    - **Corrective Action** - DRG Grid shall notify COGC of any serious workmanship issues to include description, correction and expected timeline for the completion of discrepancies. Any serious errors discovered by COGC shall be immediately shared with DRG. Corrective action may include but not be limited to the re-inspection of each pole back to the previous passing Field Quality Check.
- **Work Site:**
  i. Each location where work is conducted should be left as close to the original condition as possible. DRG Grid shall treat members, the public and property owners in a courteous, respectful manner. No trash, tools, etc., that are utilized by DRG Grid shall remain at the work site after completion of work.

2. **Inspection**
   - **Visual:** All poles shall receive a Visual Inspection. The pole shall be viewed 360 degrees around the pole from the top of the pole to groundline. In addition to the visual inspection, wood poles shall be further inspected as noted below. Unless the pole is a Priority Visual Reject, and as long as the workmanship can be conducted in a safe manner, Visual Rejects shall be further inspected by utilizing a Sound & Bore inspection with the intent to determine if the pole is a Priority Reject for groundline conditions.
   - **Sounding Wood Poles:** In addition to the Visual Inspection, poles shall be thoroughly sounded utilizing at least a 16 ounce hammer. Starting at groundline and working around the pole directly at groundline, the Inspector shall sound the pole approximately every few inches. If grass is impeding the sounding process, the grass should be pushed down or aside in order to appropriately sound the pole at groundline. If an obstruction(s) is present, the inspector shall methodically work around the obstruction(s) in order to sound the pole as well as possible. After completely sounding the groundline area, the Inspector shall then work their way up the pole sounding the pole as high as can be reached. The sounding shall be made uniformly around the pole.
   - **Internal Inspection by Boring:** Internal inspection shall be performed by a qualified inspector and can have an IML Resistograph added, or used in place of traditional boring methods. More information about this optional inspection tool can be found in section III below. If traditional methods are utilized, see next paragraph.
     - After sounding, utilizing a 3/8" bit, the pole shall be bored directly at groundline at a 45 degree angle to at least the center of the pole. A shell thickness indicator shall be utilized to detect internal decay. If decay is discovered in the sounding and boring process, further borings shall be conducted as needed in order to determine the extent of the decay.
     - Borings shall not be made directly into checks. Extreme care shall be taken to avoid drilling into risers and cables. The inspector may utilize borings that are along the shell (not through the center of the pole) in order to determine if decay is present on the shell. Inspection holes shall be plugged with either a plastic plug or a treated wood dowel. Poles that are composed of non-wood material shall be visually inspected; they will not be sounded, bored and/or excavated.
   - **Decay and Damage Evaluation:** The pole shall be scraped with a specially designed tool to both clean loose dirt from the pole and identify decayed and/or loose wood. Poles that will be externally treated shall have decayed and loose wood removed through the chipping process utilizing a specially designed tool. Chipped wood shall be removed from the work site and properly disposed of. Solid, decay free wood shall not be chipped from the pole. Upon completion of work, all excavated poles shall be properly backfilled and tamped. Measurements shall be taken of decay and damage to account for strength loss. Evaluated damages include loss of shell, external pockets, internal pockets, and mechanical damage. Measurements shall include original groundline circumference and effective groundline circumference. Output shall be provided in percentage remaining strength.

- **Reject and Priority Poles:** Groundline Reject poles are any poles that have a remaining strength of less than 67%. Priority reject poles are poles with 13% or less remaining strength. DRG Grid shall report priority poles to COGC within 24 hours of discovery. Groundline reject poles shall be evaluated for pole restoration based upon the remaining pole strength being above 13%, the remaining shell at 15" above groundline being an average of 2" or more, and the remaining shell at 60" above groundline being an average of 4" or more.

## POLE RESTORATION SHELL THICKNESS PER TRUSS TYPE

| Repair Type | Shell Thickness | Shell Thickness Interval |
|---|---|---|
| Single Truss | 2" | 15" above GL |
| | 4" | 60" above GL |
| Double Truss | 1" | 15" above GL |
| | 4" | 60" above GL |
| Tall Truss | 2" | 26" above GL |
| | 4" | 60" to 96" above GL |
| Double Tall Truss | 1" – 2" | 15" above GL |
| | 4" | 60" to 96" above GL |

- **Special Note Concerning Copper Naphthenate and Cellon Treated Poles:** Due to original treatment process issues, poles originally treated at the manufacturer with copper naphthenate or Cellon (pentachlorophenol in lp gas) treatment may pass groundline inspections but, in fact, have decay and/or damage elsewhere on the pole which could cause pole failure. The inspection technology utilized in this proposal will not necessarily identify issues with these poles. COGC is recommended to undertake additional inspection methods in addition to the scope of work identified in this specification to inspect these poles.

3. **Use of Resistograph Option**
   - **Purpose:** The IML Resistograph can be used as an alternative to a pole inspector detecting and measuring internal pole decay. This method utilizes a minimally invasive 1/10th" drill bit. Dual motors in the Resistograph detect various locations of decay because it measures feed force and spinning movement. The resistance of the bit is collected by both the drilling spin of the bit and the push resistance of the feed force of the bit.
   - The IML Resistograph inspection identifies decay and cavities during the drill test. Decayed and/or damaged areas can be missed if the Resistograph drill bit does not contact these areas in poles. WoodInspector graphs are provided to reveal the measurements of the percentage of decay and cavities present at the time of inspection.COGC shall understand that poles continue their decay process and can incur additional damage after inspection. DRG shall perform inspections with the IML Resistograph utilizing the settings thatCOGC and IML established.
   - **Drill Operation:** Poles that ***do not have power risers attached*** shall be bored two times at each location. One for the circumference measurement, and the other shall be at groundline.
     - The first RG boring shall be made at a height of 15" above groundline, at a straight angle through the center of the pole, going all of the way through the pole.
     - The second RG boring shall be made at groundline, at a 45 downward degree angle into the center of the pole, this boring shall be used to detect and measure internal decay

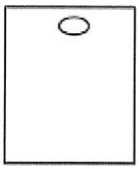
4. **Pole Tagging:** Poles that receive a Visual only inspection (and are not a reject) shall not be tagged.

Poles that receive a sound & internal inspection and remain in service shall have an oval tag installed with "DRG" and year the work was completed.

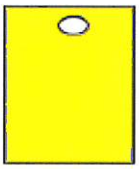



Poles that are rejected shall receive tags as noted:

**White**
**Non – Reinforceable**

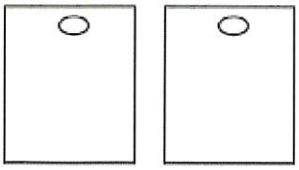


**Yellow**
**Reinforceable**

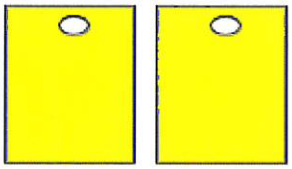


Priority Reject Poles shall receive two tags as noted:

**White**
**Priority Non – Reinforceable**



**Yellow**
**Priority Reinforceable**



5. **Collection and Delivery of Data**

DRG shall provide hardware, software, and appropriate support to field operations and thatCOGC receives data that is timely and in a useful format(s). All data shall be entered while the Inspector is in the field and at the pole.

Collected data will be delivered weekly. Project reporting shall consist of pole detail, weekly, and year-to-date summaries.COGC and DRG shall jointly determine the formats and frequency of reporting and DRG shall then provide the data on the decided basis.

Inspectors shall collect the following data at each pole; if the pole brand is not legible, the Inspector shall estimate the information:

- Substation and Circuit Name
- Pole #
- Manufacturer
- Year of Manufacture
- Length & Class
- Species
- Original Preservative Treatment Type
- Date of Inspection
- Inspection Status



Additionally, based upon Visual inspection, the Inspector shall identify the following if they are obvious from the ground andCOGC wishes to have the information collected (this collection shall be established before crews begin the project):

- Pole damage
- Equipment damage
- Crossarm damage
- Crossarm brace
- Conductor damage
- Insulator damage
- Broken Ground Wires (above repair zone)

# EXHIBIT A - REQUIRED BID FORMS

## BID SHEET & CERTIFICATION

The City of Garden City is seeking competitive sealed bids for Wood Utility Pole Inspection in 2024 and 2025. The City of Garden City desires to engage with a qualified Contractor for this project.

**Qty. Description**

**(1)-** 2,821 Wood utility poles to be inspected within six (6) weeks in 2027. (Districts 1 & 2)

**2027 unit cost per pole:** $40,791.66; Resistograph Option: $68,070.73

**(2)-**2,108 Wood utility poles to be inspected within six (6) weeks in 2028. (Districts 3 & 4)

**2028 unit cost per pole:** $ 31,704.32, Resistograph Option: $52,910.80

**(3)-**2,095 Wood utility poles to be inspected within six (6) weeks in 2029. (Districts 5 & 6)

**2029 unit cost per pole:** $32,765.80; Resistograph Option: $54,700.45

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: DRG Grid Reliability, LLC.

Company Address: 3900 Kinross Lakes Pkwy Suite 100 Richfield, OH 44286

Taxpayer Identification Number (T.I.N.): 33-2578415

Telephone No. 940.782.9072 Fax No. _____

Email Address: Rex.Harris@davey.com

Print Name: Rex Harris

Signature: _____

## LIST OF SUBCONTRACTORS

Bidders shall submit the following information pursuant to the conditions herein.

Please check the box accordingly:

☑ Subcontractors WILL NOT be utilized to complete work.

☐ Subcontractors WILL be utilized to complete work. (Complete the rest of the form)

No Contractor whose bid is accepted shall permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid without the consent of the City.

| Subcontractor: | Category of Work: | Address of Business: | Phone #: |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

**BIDDER REFERENCE FORM**

The Contractor shall supply, with its bid, professional references of companies or organizations for which it has performed similar testing of wooden utility power poles within the last twenty-four (24) months. At least three (3) references shall be included with a contact name and telephone number.

1. Company Name: Praireland Electric Cooperative (Kansas)

Contact Name: Kody Pounds, P.E.

Contact Phone: 785.877.3323 Contact Email: kpounds@prairielandelectric.com

Date(s) of Services Rendered:

Brief Description of Specific Services Rendered: Pole Inspection and Treatment

2. Company Name: Bryan Texas Utilities

Contact Name: Jonathan Nobles

Contact Phone: 979.821.5857 Contact Email: jnobles@btutilities.com

Date(s) of Services Rendered:

Brief Description of Specific Services Rendered: Pole Inspection & Treatment/Pole Restoration

3. Company Name: The City of Weatherford

Contact Name: James McGill

Contact Phone: 682.229.2558 Contact Email: jmgill@weatherfordtx.gov

Date(s) of Services Rendered:

Brief Description of Specific Services Rendered: Underground Inspection and Maintenance

Please see our proposal for more client references.

# TDC2, LLC – Competitive Sealed Bid

**City of Garden City, Electric Division**
**ATTN: Wood Utility Pole Inspection**
**140 Harvest St.- P.O. Box 998**
**Garden City, KS 67846**
**Due 11:00 AM, October 26, 2026**



# TDC2, LLC Response to
# City of Garden City, KS, Electric Division
# 2027 – 2029 Wood Utility Pole Inspection
# 2027-2029
# Due Date 11:00 AM CST on October 26, 2026

**Prepared for:**

**Kent Pottorf, Electric Operations Manager**
**City of Garden City, KS**
**Electric Division**
**140 Harvest St. – PO Box 998**
**Garden City, KS 67846**
**Email: Kent.Pottorf@gardencityks.us**

**Prepared by:**

**Scott Mackinaw**
**Vice President**
**TDC2, LLC**
**634 N. Ballard Ave**
**Wylie, TX 75098**
**Telephone: 469-999-7411**
**Email: smackinaw@tdc2.com**

**Table of Contents**

TDC2, LLC – Competitive Sealed Bid ..... 1
Table of Contents ..... 3
Acknowledgement of Receipt of 2027-2029 Wood Utility Pole Addendum 2026-10-12-01 ..... 4
TAB A PROPOSER BACKGROUND ..... 5
Introduction ..... 6
TDC2 Office Locations ..... 7
TAB B BID SHEET & CERTIFICATION ..... 8
TAB C LIST OF SUBCONTRACTORS ..... 9
TAB D TDC2 BIDDER REFERENCE FORM ..... 10
TAB E EXCEPTIONS ..... 11
TAB F EXAMPLES OF TYPICAL TDC2 PROJECTS ..... 12
Examples of Typical TDC2 Projects ..... 12
Power Walks, Pole Field Survey, Pole Load Analysis (PLA), Pole Attachment Applications, One Touch Make Ready (OTMR) ..... 12
Pole Surveys, Pole Audits, Pole Load Analysis (PLA), Make Ready Assessment & Engineering, One Touch Make-Ready (OTMR) ..... 13
Small Cell Site Nodes, Power & Fiber ..... 14
Hurricane Assessment, Design, Engineering, Repair, Restoration, and Reporting ..... 16
Fiber to the Premise ..... 17
TAB G Qualifications of Key Personnel ..... 20
Project Manager ..... 20
Project Manager Bio ..... 20
Additional Project Team Bios ..... 21

# Acknowledgement of Receipt of 2027-2029 Wood Utility Pole Addendum 2026-10-12-01

There have been some questions that need to be answered so this Addendum will serve to answer those questions.

In reference to the Pole Inspection Specifications:

1. Item 10 (Amount per District)
    a. How many poles are older than 10 years in each district? **Since our records were not updated for the replaced poles, our estimate is that around 75-80% are older than 10 years.**

Kent Pottorf
Electric Operations Manager
Garden City, KS 67846
Kent.Pottorf@gardencityks.us
620-276-1290

**Acknowledge receipt of 2027-2029 Wood Utility Pole Inspection Addendum 2026-10-12-01 by signing and emailing this page to kent.pottorf@gardencityks.us.**

Scott Mackinnon

**Signature**

# TAB A PROPOSER BACKGROUND

**Introduction**

**TDC2, LLC (TDC2)** is a full-service turnkey Engineering Design & OSP Construction firm, formed and organized in the State of Texas in 2013. TDC2 has been in business for 13 years and has its primary corporate office located in Wylie, Texas. TDC2 has performed many very similar projects to the City of Garden City Wood Pole Inspection project and understands very well the services, technical requirements, and attention to detail necessary to fulfil the goals of this RFP.

A summary of TDC2 services includes:

- Project Management / OSP Construction Management
- Preparation of Broadband Feasibility Studies and Loan and Grant Funding Applications (USDA/RUS, NTIA, etc.)
- Aerial Outside Plant Fiber Network Design, Engineering, and Planning. Inclusive of; Pole Survey, Pole Attachment Audit, Make Ready Assessment, Make Ready Engineering, Pole Load Analysis (PLA) Reports via O-Calc, Pole Attachment Permits, One Touch Make-Ready (OTMR), and many other services
- Underground Fiber Network Design, Engineering, and Planning. Inclusive of Field Staking utilizing Survey grade Trimble GIS data collection and processing hardware & software, Public and Private Right-of-Way Acquisition, Easements, and Jurisdictional Permitting.
- Small Cell Power, Fiber, and Node Design, Engineering, Permitting & OSP Construction
- Environmental Studies & Compliance
- Computer Aided Design & Drafting (CADD) via AutoCAD, ESRI ARCGIS, 3-GIS, Microstation, and other industry standard platforms
- Business-As-Usual Annual Budget Year Fiber Network Expansions
- OSP Construction; Aerial Strand & Fiber Optic Cable, as well as ADSS Self Supporting Aerial Fiber Optic Cable Installation
- OSP Construction: Underground Cable & Conduit Placement via Directional Drilling, Missile, Plow, and/or Trenching
- OSP Field Inspection of Construction, Testing and Reporting
- Utility Locates, Routine Maintenance, and Emergency Restoration of Broadband Fiber Optic Networks
- TDC2 Turnkey Design-Build Option for Broadband Fiber Optic Networks
- Storm Damage Survey and Assessment, Circuit Inspection, and Pole Audits for Aerial Power and Telecommunications Plant

TDC2's management team and project managers bring an average of 20+ years of Broadband Engineering & OSP Network Construction experience to each project. TDC2 has a great depth of experience with every type, scope, and size of fiber and wireless Broadband project, including multi-state long-haul fiber builds, large scale Fiber to the Home/Premise projects, Municipal Broadband Networks, Fiber Fed Small Cell Networks, and countless other urban, suburban, and rural Broadband Fiber Optic Network projects. TDC2 also provides Locate Services, as well as Annual Maintenance and Support Services for client networks. In addition to our highly qualified staff, we have access to a full range of all of the specialized equipment as required for OSP Engineering & Construction of Fiber Optic Networks, including Trimble Survey Grade GIS Data Collection systems, Calibrated Vertical Targets (CVT), Bucket Trucks, Directional Boring Rigs of all sizes, Missile Rigs, Cable Plows, Rock Excavators, Vactron machines, Trenchers and all other associated equipment. Regardless of whether the environment is rural, urban or central business district (CBD), our team can provide the most cost-efficient Engineering & OSP Construction services, in the most timely manner, while maintaining the very highest quality standards. TDC2 has crews experienced with all elements of OSP plant deployment.

Due to TDC2's extensive experience in Aerial Fiber Engineering, Design, Field Survey, Make-Ready Assessment, Pole Attachment Permitting, as well as all types of Aerial OSP Construction, TDC2 has gained certified provider status with many Electric Utilities and Pole Owners of all sizes throughout Texas. TDC2 is a Certified and Approved Contractor for CPS Energy in San Antonio, Texas, for El Paso Electric in El Paso, Texas, and performs continuous work with numerous other Private, Municipal, Cooperative and Public Utilities in the State of Texas and throughout many Southwestern, Midwestern, and Southeastern States. TDC2 is one of a very select few firms awarded Pre-Approved Certified Contractor Status with CenterPoint Energy (Houston). As such, TDC2 is able to serve all Telecommunications, CATV, and Broadband Network Infrastructure providers within the City of Houston, Texas and all surrounding CenterPoint Energy (Houston) markets and service territories. This certification status provides TDC2 with authorization to access CenterPoint Energy (Houston) Aerial and Underground Utility Plant Infrastructure, and perform Engineering and OSP Construction Services, within the Communications Space, on and around, all such facilities.

In addition, TDC2 has ex-Linemen in our resource pool and offers power infrastructure services as well. These services include Power Design, Aerial Plant Grid Reliability & Resiliency, Aerial Pole Line Design, Field Pole Survey, Utility Pole Inspection, Utility Pole

Installation, Double-Wood Pole Attachment Transfer and Pole Removal, Storm Damage Assessment and Repair, Circuit Inspection, Smart Grid Engineering & OSP Construction, Distribution Design, Trip Savor's, Reconducting, and other power infrastructure services.

Beyond the Engineering and OSP Construction of Broadband facilities, our crews are well experienced with building strong relationships with local jurisdictions and authorities to ensure a positive and cooperative environment for construction. We work closely with local government officials to maximize the efficiency of locates and we work tirelessly with local utilities, DOT, Power Companies and other utilities to avoid conflicts that could negatively impact our client's project cost or schedule of completion. Our OSP Construction experience will provide a significant value add of accuracy and efficiency to the project implementation. Our history of OSP Construction work throughout Texas and the Gulf Coast States has given us a very detailed knowledge of the impact in time and money that the local terrain and environment impose on OSP construction projects.

TDC2 has performed OSP Engineering & Construction of Broadband Fiber Optic Networks, throughout our service territory, and has direct experience with typical soil conditions there, including the presence of rock, location and level of congestion of existing utilities, complications associated with locates and traffic control, as well as many other factors that must be addressed in the design, scheduling, OSP Construction, and project management of any Broadband Network Infrastructure project. Our approach to this project, and all of our client projects, is to provide a dedicated, well managed team of experienced key personnel who will work directly with the Client to produce the most efficient, reliable, and high-quality design and construction. This approach will allow the project to be completed on time and within budget. In summary, we feel strongly that the level of similar fiber optic network OSP Construction experience, knowledge of typical, as well as specific regional construction environment conditions affecting design and OSP Construction, history of forming long-term relationships with jurisdictional authorities, and detailed quality focused approach to the project, all combine to position TDC2 as the best choice to provide the Wood Utility Pole Inspection Services called for in this RFP. We greatly appreciate the opportunity to provide this proposal to the project team and look forward to its review.

As will be detailed in the reference and example projects below, TDC2 has a great deal of experience in providing Pole Attachment Audit and other communications and power infrastructure services to Municipal and Utility clients similar in size to the City of Garden City, KS. These include, but are not limited to, the Town of Prosper, the City of the Colony, the City of Celina, the City of Denton, the City of Southlake, Carroll ISD, the City of Bridgeport, the City of Pearland, the City of Seabrook, the City of Frisco and the City of League City, among others.

**TDC2 Office Locations**

TDC2 has 42 direct employees and numerous subcontractors, several of which only work for TDC2. Approximately 30% of TDC2's current subcontractors are minority and/or woman owned small businesses.

TDC2 office locations and laydown yards:

| Location | Street address | Facility description |
|---|---|---|
| Wylie, TX | 634 N. Ballard Ave, Wylie, TX 75098 | Main corporate office; secure laydown yard |
| Conroe, TX | 14335 Green Leaf Dr, Conroe, TX 77302 | Permanent office with laydown yard |
| Boerne, TX | 27 Marquardt Road, Boerne, TX 78006 | Permanent office with laydown yard |
| Slidell, LA | 2278 Sunset Blvd., Slidell, LA 70461 | Permanent office with laydown yard |
| McKinney, TX | 2710 CR 325, McKinney, TX 7506 9 | Regional office with laydown yard |
| Graham, TX | 660 Timber Ridge Lake RD 35, Graham, TX 76450 | Regional office with laydown yard |
| Tyler, TX | 1950 East Grande Blvd., Tyler, TX 75703 | Regional office with laydown yard |
| Huckabay, TX | FM 108, Huckabay, TX 76401 | Regional office with laydown yard |
| Elgin, TX | 816 Lexington Rd, Elgin, TX 78621 | Regional office with laydown yard |
| Robert, LA | 45056 Riverdale Heights Rd, Robert, LA 70455 | Regional office with laydown yard |
| Guthrie, OK | 1166 East Seward Road, Guthrie, OK 73044 | Regional office with laydown yard |
| Tulsa, OK | 4000 N Old Hwy 66, Tulsa, OK 74015 | Regional office with laydown yard |
| Girard, KS | 133 N 160th St, Girard, KS 66743 | Regional office |

# TAB B BID SHEET & CERTIFICATION

## BID SHEET & CERTIFICATION

The City of Garden City is seeking competitive sealed bids for Wood Utility Pole Inspection in 2024 and 2025. The City of Garden City desires to engage with a qualified Contractor for this project.

**Qty. Description**

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**(2)-**2,108 Wood utility poles to be inspected within six (6) weeks in 2028. (Districts 3 & 4)

**2028 unit cost per pole:** $55.00

**(3)-**2,095 Wood utility poles to be inspected within six (6) weeks in 2029. (Districts 5 & 6)

**2029 unit cost per pole:** $55.00

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: TDC2, LLC

Company Address: 634 N Ballard Ave, Wylie, TX 75098

Taxpayer Identification Number (T.I.N.): 46-2952760

Telephone No. 469-999-7411 Fax No. N/A

Email Address: smackinaw@tdc2.com

Print Name: Scott Mackinaw, Vice President

Signature: Scott Mackinaw

11

# TAB C LIST OF SUBCONTRACTORS

## LIST OF SUBCONTRACTORS

Bidders shall submit the following information pursuant to the conditions herein.

Please check the box accordingly:

☑ Subcontractors WILL NOT be utilized to complete work.

☐ Subcontractors WILL be utilized to complete work. (Complete the rest of the form)

No Contractor whose bid is accepted shall permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid without the consent of the City.

| Subcontractor: | Category of Work: | Address of Business: | Phone #: |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

12

# TAB D TDC2 BIDDER REFERENCE FORM

**BIDDER REFERENCE FORM**

The Contractor shall supply, with its bid, professional references of companies or organizations for which it has performed similar testing of wooden utility power poles within the last twenty-four (24) months. At least three (3) references shall be included with a contact name and telephone number.

1. Company Name: Aspen Utilities / Entergy Texas

Contact Name: Lena Forney

Contact Phone: 346-541-3399 Contact Email: lforney@entergy.com

Date(s) of Services Rendered: 2022 thru 2024

Brief Description of Specific Services Rendered: Conduct 3,276 Field Pole Surveys and Prepare 2,179 Pole Loading Analysis (PLA) Reports associated with new Comcast Aerial Fiber

2. Company Name: ExteNet Systems

Contact Name: Hector Elizondo

Contact Phone: 214-546-0587 Contact Email: Helizondo57@hotmail.com

Date(s) of Services Rendered: 2017-2025

Brief Description of Specific Services Rendered: Conduct 1,000+ Field Pole Surveys and Prepare Pole Loading Analysis (PLA) Reports, Perform Make Ready Engineering, NJUNS tickets, One Touch Make Ready (OTMR), and Pole Attachment Permits for 248,000ft of Aerial Fiber Routes.
Pole Attachment Permits in association with new Fiber Routes

3. Company Name: Black & Veatch

Contact Name: Brandon Winship

Contact Phone: 816-582-0049 Contact Email: bwinshipB@gmail.com

Date(s) of Services Rendered: 2024 thru 2025

Brief Description of Specific Services Rendered: Conduct 11,304 Field Pole Surveys and Prepare 11,304 Pole Loading Analysis (PLA) Reports associated with Pole Attachment Permits

13

# TAB E EXCEPTIONS

TDC2, LLC takes no Exceptions to the terms, conditions, and specifications.

# TAB F EXAMPLES OF TYPICAL TDC2 PROJECTS

**Examples of Typical TDC2 Projects**

TDC2 provides a full range of services associated with the Engineering and OSP Construction of Broadband Networks and has an experienced staff with specific backgrounds and experience directly applicable to successful completion of this project. Please find below examples of past projects documenting relevant experience, many of which include pole survey/audit. The examples include project scope, responsibilities, and budget. These projects typically require a combination of Project Management, Engineering Design, Field Survey, Jurisdictional Permitting and Coordination, GIS Data Collection, CADD/ESRI Construction & Permit Drawings, as well as Aerial and Underground Outside Plant Construction and Inspection services. A summary of directly relevant similar projects to the one described in the RFP, plus more detailed listings of several example projects are included below.

**Power Walks, Pole Field Survey, Pole Load Analysis (PLA), Pole Attachment Applications, One Touch Make Ready (OTMR)**

- **Responsibilities:** Conduct Power Walks and Pole Surveys of proposed Aerial Plant Infrastructure and collect all relevant data and Calibrated Vertical Target (CVT) photos required to prepare PLA Reports to facilitate make-ready engineering and manage the OTMR process to perform make ready OSP construction as required for the application to poles owners such as CenterPoint Energy (Houston), BTU/College Station Utility, CPS, Entergy and Entergy for Pole Attachment / Joint Use Permits in various markets over the last 3 years. A summary is shown in the table below and details for specific example projects are listed on the next few pages:

| Pole Owner: CenterPoint Energy (Houston, Texas) | | | | |
|---|---|---|---|---|
| **Client** | **Poles Fielded** | **PLAs** | **Power Walks** | **Project Costs** |
| CHC (Comcast) | 5,078 | 2,445 | | $1,253,323.75 |
| Quasar (Comcast) | 2,066 | 2,055 | | $ 529,520.00 |
| Lightsett (Ezee Fiber) | 1,564 | 1,564 | | $ 402,730.00 |
| CenterPoint Energy (Houston) Weather Stations) | 177 | 177 | | $ 15,045.00 |
| Black & Veatch (Comcast) | 11,304 | 11,304 | | $2,543,400.00 |
| Southeast Towers (AT&T) | 56 | | 56 | |
| FiberLight/Pivotal (Verizon) | 173 | 173 | 40 | $ 44,547.50 |
| Jacobs (AT&T) | 117 | 117 | 32 | $ 134,129.00 |
| KGP (Comcast) | 28 | | 28 | $ 91,000.00 |
| LJA (Hot Wire) | 1,750 | 1,066 | | $ 296,725.00 |
| Lyte Fiber | 74 | 50 | | $ 13,655.00 |
| Nexius (AT&T) | 62 | | 62 | $ 201,500.00 |
| Aspen (Comcast) | 3,276 | 2,179 | | $ 596,745.00 |
| Hampton (T-Mobile) | 47 | | 47 | $ 152,750.00 |
| **Total** | **25,772** | **21,130** | **265** | **$3,796,723.75** |
| **Pole Owner: Pole Owner: BTU/College Station Utility (Bryan, Texas & College Station, Texas)** | | | | |
| **Client** | **Poles Fielded** | **PLAs** | **Power Walks** | **Project Costs** |
| Quasar (Comcast) | 5,076 | 5,076 | | $1,307,070.00 |
| **Total** | **5,076** | **5,076** | - | **$1,307,070.00** |
| **Pole Owner: CPS Energy (San Antonio, Texas)** | | | | |
| **Client** | **Poles Fielded** | **PLAs** | **Power Walks** | **Project Costs** |
| Aspen (Comcast) | 562 | 482 | | $126,715.00 |
| **Total** | **562** | **482** | - | **$126,715.00** |
| **Pole Owner: Entergy (Houston, Texas)** | | | | |
| **Client** | **Poles Fielded** | **PLAs** | **Power Walks** | **Project Costs** |
| Aspen (Comcast) | 1,178 | | | $38,285.00 |
| Black & Veatch (Comcast) | 768 | | | $24,960.00 |
| Jacobs (AT&T) | 358 | | 65 | $24,960.00 |
| **Total** | **2,304** | - | **65** | **$88,205.00** |
| **Overall Total** | **33,714** | **26,688** | **330** | **$5,318,713.75** |

**Pole Surveys, Pole Audits, Pole Load Analysis (PLA), Make Ready Assessment & Engineering, One Touch Make-Ready (OTMR)**

- **Pole Audits of Unauthorized Attachers for Pole Owners throughout CenterPoint Energy (Houston) Aerial Plant**
    - As a part of CenterPoint (Houston)'s 5-year pole audit cycle, TDC2, as an authorized CenterPoint (Houston) Vendor, was tasked with taking pole attachment records from all major carriers attached in the communications zone and perform field surveys and reviews to confirm if attachers were authorized or unauthorized. During this process, TDC2 fielded and surveyed 5,000+ poles.
    - Inclusive of Clients such as:
        - Nationwide Carriers :AT&T, T-Mobile, Verizon, and Comcast
        - Wireless Infrastructure Providers: Crown Castle, ExteNet
        - Local and Regional
            - Incumbent Local Exchange Company (ILEC),
            - Competitive Local Exchange Company (CLEC),
            - Cable Television (CATV),
            - Internet Service Provider (ISP),
            - Long Haul Providers & Inter Exchange Company (IXC) – Fiberlight, Uniti Fiber, Zayo, etc.

- **Aspen Utilities – Pole Surveys and Pole Load Analysis (PLA) Reports – Houston, TX**
    - **Responsibilities:** Conduct 3,276 Field Pole Surveys associated with proposed new Comcast Aerial Fiber Routes. Collect all relevant pole data, GIS data, and take Calibrated Vertical Target (CVT) photos, as required to prepare 2,179 Pole Load Analysis (PLA) Reports to facilitate make-ready engineering and the application for Pole Attachment Permits to CenterPoint Energy.

    - **Project Cost**: ~$596,745

- **CHC Consulting – Pole Surveys, Pole Load Analysis (PLA) Reports & One Touch Make Ready (OTMR) – Houston, TX**
    - **Responsibilities:** Conduct 5,078 Field Pole Surveys of proposed new Comcast Aerial Fiber Routes. Collect all relevant pole data, GIS data, and take Calibrated Vertical Target (CVT) photos as required to prepare 2,445 PLA Reports. Perform Make Ready Engineering and utilize collected data for submission of the proper NJUNS tickets to facilitate necessary OTMR construction as part of the application to CenterPoint Energy for Pole Attachment Permits in the City of Houston and surrounding markets.

    - **Project Cost**: ~$1,253,323

- **Black & Veatch - Pole Surveys and Pole Load Analysis (PLA) Reports – Houston, TX**
    - **Responsibilities:** Conduct 11,304 Pole Surveys of proposed new Comcast Aerial Fiber Routes. Collect all relevant pole data, GIS data, and Calibrated Vertical Target (CVT) photos required to prepare 11,304 Pole Load Analysis (PLA) Reports to facilitate make-ready engineering and the application for Pole Attachment Permits to CenterPoint Energy.

    - **Project Cost:** ~$2,543,400

**Small Cell Site Nodes, Power & Fiber**

- **ExteNet Systems: Small Cell Node, Power & Fiber Engineering Services (Texas Markets)**
  - **Responsibilities:** From 2017 to 2025, TDC2 performed services under a Multi-Year Master Services Agreement with ExteNet Systems for the performance of Engineering Design and Outside Plant Construction Services associated with Small Cell Node, Fiber Routes & Power Routes, for ExteNet Systems' Small Cell Cluster Installation Projects in multiple markets throughout Texas. This work was performed on behalf of major nationwide wireless carriers such as Sprint, T-Mobile & Verizon. TDC2 was responsible for Engineering Services and Full Turn-key Engineering & OSP Construction Services for Small Cell Clusters in Arlington, Dallas, Fort Worth, Houston, Austin, McAllen, Brownsville, and San Antonio Texas Markets. These Small Cell Clusters represented approximately 400 small cell site nodes, 248,000 feet (1,000+ poles) of Aerial Plant, 236,000 feet of Underground Plant and 19,500 feet of Manhole Verification of existing AT&T duct. TDC2 services included Aerial & Underground Route Analysis, Field Engineering & Pole Survey, Power & Fiber Route Verification, Make Ready Assessment & Engineering, Pole Loading & Structural analysis, Licensed Professional Engineer review & stamp, Strand Mapping, CADD Construction & Permit Drawings, Coordination of Jurisdictional Permitting, Manhole Verification, Butterfly Drawings, Rod & Rope and Duct access applications. TDC2 was also responsible for Node Pole Candidate Survey, Node Pole Attachment Application, Electric Power Utility Coordination, Weekly Reporting, Overall Project Management and As-Built OSP Construction Drawing updates.

  - Project Cost: ~$8M

- **Ansco & Associates, LLC (Ansco): Houston Market Small Cell Expansion**
  - **Responsibilities:** Turnkey Small Cell Power Design Engineering, Power Walk, Power Utility Application & Coordination, CADD Construction & Permit Drawings, Multi-Jurisdictional ROW & Electrical Permitting, OSP Underground Construction, and Electrical Installation and Termination of Underground Duct, Pole Risers and Weather-heads, Power Cable, Power Pedestals, Power Disconnects, and Power Meter Base for approximately 821 AT&T Small Cell Site Nodes. The project included the following tasks:
    - Power Identification – Work with CenterPoint Energy (Houston) and other Electric Utility and Retail Power Providers to conduct Power Walks to identify the nearest and most appropriate power source to serve numerous Small Cell Wireless sites for Ansco on behalf of AT&T.
    - Power Application – Establish ESID's and E911 addresses for power meter and node pole locations and prepare and submit Power Applications to the appropriate Utility to obtain approval of the selected Power Source along with any necessary Make-Ready to establish service.
    - Power Design - Upon approval of the Power Application, TDC2 is also responsible to prepare the Power Design for the Underground Conduit route, Above-ground risers, Power Pedestals, Power Disconnects and Power Meter Bases, as necessary, to connect the approved Power Source and the Small Cell Node Pole at each site.
    - Jurisdictional & Electrical Permitting – TDC2 will also prepare CADD Construction & Permit Drawings, as well as Jurisdictional Right of Way and Electrical Permitting and Coordination with all jurisdictional authorities, such as TXDOT, City of Houston, Harris County, Fort Bend County, etc.
    - OSP Power Construction – TDC2 will then construct OSP Underground Conduit routes between the approved Power Source and the Small Cell Site Node Pole, Above-ground Risers, Power Pedestals, Power Disconnects and Power Meter Base Hardware and Install Power Wiring and have a local licensed Electrician Terminate the power wiring as per the relevant NESC, Power Utility Company, City, County and DOT specifications, standards, and requirements.

  - **Project Cost:** TDC2 performed ~$2.2M in Engineering Services and ~$2.84M in OSP Construction Services for Ansco.

- **Crown Castle: Small Cell Site Node, Power & Fiber Design-Build**
  - **Responsibilities:** TDC2 Completed Multiple Small Cell Site Node, Power & Fiber Design-Build projects, and is in process with many additional projects, for Crown Castle associated with their network buildouts on behalf of large wireless carriers in the Houston Texas and El Paso Texas markets. These projects included walk-outs of the desired service areas with client and carrier representatives and RF Engineers, Node Candidate Site Selection, Node Pole Engineering & Design, 1A/2C Reports, Photo Sims, Power Walk, Power Application & Coordination, Engineering Design and Cost Optimization of Aerial and Underground OSP Fiber and Power Infrastructure, Service Entrance Design for Hub Locations, Field Staking & Surveys of Aerial & Underground Fiber & Power Routes, Manhole/Duct Validation, CADD Construction & Permit Drawings, Jurisdictional Permitting and Coordination with all local authorities (i.e. City, County, DOT, etc.), and OSP Construction of 200+ miles of Fiber Optic Network expansions to serve hundreds of Small Cell Sites. Also inclusive of OSP Field Staking & Survey, O-Calc Pole Loading Analysis and Engineering Authorizations Reports for several thousand poles in association with Pole Attachment Permitting with CenterPoint Energy (Houston) in Houston and El Paso Electric in El Paso.

    An example is the downtown Houston high complexity project named Discovery Green with 8 Small Cell Site Nodes & 5,416 feet of OSP Underground Fiber and Power Construction (3,086 feet new, 2,330 feet in existing duct).

  - **Project Cost:** TDC2 performed over $1.2M of Small Cell Fiber and Power projects for Crown Castle in the Houston market. TDC2 also performed $158,275 of Engineering and Jurisdictional Permitting services for ~80 Small Cell Site Nodes in El Paso, Texas. The El Paso project required close coordination with El Paso Electric, the City of El Paso, and TXDOT. It included Small Cell Site Node, Power & Fiber Engineering Design, Pole Survey/Audit, Make-Ready Assessment & Engineering, CADD Construction & Permit Drawings, Jurisdictional Permitting, Pole Loading Analysis, Engineering Authorization Reports, Pole Attachment Permitting, and As-Builts via Spidamin entry and administration throughout the El Paso Market.

- **Verizon Wireless – Houston Market – Small Cell Power Engineering**
  - **Responsibilities:** TDC2 was responsible for delivering Turnkey Power Solutions for Verizon Small Cell Wireless Sites in the Houston Texas Market. These services include Design Engineering, Field Staking & Survey, Make Ready Assessment, Power Walk, Power Application, Power Coordination, CADD Construction and Permit Drawings, and Multi-Jurisdictional ROW Permitting for approximately 1,500+ Verizon Small Cell Site Nodes. The work is inclusive of the following tasks:

    - Power Identification – Work with CenterPoint Energy (Houston) and other Electric Utility and Retail Power Providers to conduct Power Walks to identify the nearest and most appropriate power source to serve large quantities of Small Cell Wireless sites.

    - Power Application – Establish ESID's and E911 addresses where necessary for power meter and node pole locations and prepare and submit Power Applications to the appropriate Utility to obtain approval of the selected Power Source along with any necessary Make-Ready to establish service.

    - Power Design - Upon approval of the Power Application, TDC2 is also responsible to prepare the Power Design for the Underground Conduit routes, Above-ground risers, Power Disconnects, Power Pedestals, Power Meter Base Equipment, as necessary to connect the approved Power Source and the Small Cell Node Pole at each site.

    - Jurisdictional Permitting – TDC2 will also prepare CADD Construction & Permit Drawings, as well as Perform Jurisdictional Right of Way Permitting and Coordination with all relevant jurisdictional authorities, such as TXDOT, City of Houston, Harris County, Fort Bend County, etc.

  - **Project Cost:** TDC2 performed ~$3.23M in Engineering Services for Verizon Wireless.

- **Gibson Technical Services (GTS): Small Cell Site Node, Power & Fiber Design-Build**
  - **Responsibilities:** TDC2 completed multiple Small Cell Site Node, Power & Fiber Design-Build projects in Kentucky, Missouri, Michigan, North Carolina, South Carolina, and Tennessee for Small Cell Network buildouts for GTS on behalf of Verizon and other major carriers. These projects included walk-outs of the desired service areas with client and carrier representatives and RF Engineers, Node Candidate Site Selection, Node Pole Engineering & Design, 1A/2C Reports, Photo Sims, Power Walk, Power Application & Coordination, Engineering Design and Cost Optimization of Aerial and Underground OSP Fiber and Power Routes, Service Entrance Design for Hub Locations, Field Staking & Surveys of Aerial & Underground Fiber & Power Routes, Manhole/Duct Validation, CADD Construction & Permit Drawings, Jurisdictional Permitting and Coordination with all local authorities (i.e. City, County, DOT, etc.). The Fiber Network expansions included 150+ miles and served 60+ small cell site nodes. An example is a project in Tennessee which consisted of 19 Small Cell Site Nodes, approximately 10,916 feet of Underground OSP Fiber construction, and ~25,764 feet of new Aerial OSP Construction.

  - **Project Cost:** TDC2 performed over $785,000 of projects for GTS.

- **Mobilitie – Texas Market Small Cell Expansion**
  - **Responsibilities:** TDC2 is responsible for delivering Turnkey Power Solutions for Small Cell Wireless Sites. These services include Small Cell Power Site Design Engineering, Field Staking & Survey, Make-Ready Assessment, Power Walk, Power Application and Coordination for approximately 146 Small Cell Site Nodes located in many markets (i.e., Austin, College Station, DFW, Houston, San Antonio, etc.) throughout Texas for a variety of major wireless carriers (i.e., T-Mobile, Sprint, etc.). The work is inclusive of the following tasks:

    - Power Identification – Work with AEP Texas, Brownsville Public Utilities, Bryan Texas Utilities (BTU), CenterPoint Energy (Houston), College Station Utility, CPS Energy, Entergy, Oncor, Texas New Mexico Power, and other Electric Utility and Retail Power Providers to conduct Power Walks to identify the nearest and most appropriate power source to serve a large number of Small Cell Wireless sites.

    - Power Application – Establish ESID's and E911 addresses where necessary for power meter and node pole locations and prepare and submit Power Applications to the appropriate Utility to obtain approval of the selected Power Source along with any necessary Make-Ready to establish service.

    - Power Design - Upon approval of the Power Application, TDC2 is also responsible to prepare the Power Design for the Underground OSP Conduit Power Routes as necessary to connect the approved Power Source and the Small Cell Node Pole at each site.

  - **Project Cost:** TDC2 performed ~$474,500 in Engineering Services for Mobilitie.

**Hurricane Assessment, Design, Engineering, Repair, Restoration, and Reporting**

- **Numerous Power Utilities, Power Cooperatives, Telephone and Broadband Providers**
  - **Responsibilities:** Provide Experienced Engineers, Linemen, Drivers and OSP Repair & Restoration Crews to perform Damage Assessment, Design, Engineering, Repair, Restoration, and Reporting for Aerial Power and Communications Infrastructure in the aftermath of Hurricanes and other Storm Damage Events
    - Hurricane Helene (Duke Energy)
    - Hurricane Milton (Florida Power & Light)
    - Hurricane Rita (CenterPoint Energy (Houston) & Various Others throughout Southeast Texas)
    - Hurricane Harvey (CenterPoint Energy (Houston))
    - Hurricane Katrina (Entergy & Various Others throughout Louisiana)

  - **Project Cost:** $1M+

**Fiber to the Premise**

- **Vexus Fiber – Texas & Louisiana FTTP Expansion – Tyler, TX, San Angelo, TX, Hammond & Northshore Communities, LA, Alexandria, LA, Slidell, LA**
  - **Responsibilities:** Awarded in December of 2019, the multi-year Design-Build project is ongoing and is inclusive of Engineering Design, Field Staking, Pole Survey, Make Ready Assessment & Engineering, CADD Permit & Construction Drawings, Public & Private Right-of-Way permitting, Pole Attachment Permitting, as well as Underground & Aerial OSP Construction. It is inclusive of the Texas markets of Tyler, TX and San Angelo, TX, and the Louisiana markets of Alexandria, LA, Hammond, and all the Northshore Region Communities, and extends South to Slidell, LA. This project requires close coordination with multiple City, County/Parish and State government officials, as well as Homeowner and Community Association Board members throughout the region. To date this work includes ~400kft of Aerial Fiber, and 1Mft of Underground Fiber in Texas, and ~135kft of Aerial Fiber and ~4Mft of Underground Fiber in Louisiana.

  - **Project Cost:** Since 2016, TDC2, LLC has completed over $47.3M in FTTP builds for Vexus Fiber

- **Nextlink: Fiber to the Premise (FTTP) Engineering & OSP Construction: Alvord, TX, Boyd, TX, Bridgeport, TX, and Decatur, TX**
  - **Responsibilities:** TDC2 was awarded a Multi-Year Master Services Agreement with Nextlink for the performance of Engineering Design, Permitting, CADD Drafting, and Aerial & Underground OSP Construction Services associated with the implementation of a new High-Speed Broadband Fiber to the Premise (FTTP) Network to serve Residential Homes, Commercial Businesses, Critical Care Facilities, Municipal and other Governmental Buildings & Facilities. This includes Project Management, as well as the Engineering & OSP Construction services above as necessary to implement new Broadband Fiber Optic Infrastructure consisting of 13.78 miles in Alvord, 16.38 miles in Boyd, 39.58 miles in Bridgeport, and 59 miles in Decatur. In 2025 TDC2 was assigned an additional set of markets and in 2026 TDC2 is currently in process of performing the same services on a further set of new Nextlink markets

  - **Project Cost:** $5.17M in 2024, $13,065,576 in 2025, TBD for 2026

**Municipal Fiber Networks**

- **City of Pearland, Texas: Municipal Fiber Network Expansion & Intelligent Traffic Signal Network**
  - **Responsibilities:** To date, TDC2 has provided more than 20 Miles of Permitting & OSP Construction, via Underground Directional Drilling, of various projects required to connect numerous City buildings, traffic signals, and other facilities and to enable the expansion of the existing Intelligent Traffic Signal (ITS) Network. These projects provided fiber connectivity and expansion from the City's current network to various municipal locations, within the city limits, including traffic lights, lift stations, treatment plants, fire/police stations, etc., as needed to provide uninterrupted communications with the critical Supervisory Control and Data Acquisition (SCADA) systems. This work included Jurisdictional Permitting, Traffic Control Plans, CADD Permit Drawings & Applications with the City of Pearland, TXDOT and Railroads, as required, for the OSP Construction of a multi-duct Fiber Optic Broadband Network, Installation of multiple TXDOT Rated Ground boxes, Installation of multiple OSP Traffic Control Cabinets, as well as, building entrances, rack/wall mounted fiber termination panels, fiber splicing & testing, and redline as-built OSP construction drawing updates for the City of Pearland Texas.

    One example is the Magnolia Parkway project that created a new 2.75-mile fiber optic connection between City’s existing network connection at the John Lizer Road / Pearland Parkway intersection traffic control cabinet and extending the fiber network to the Harkey Road / Magnolia Parkway intersection traffic control cabinet. This project added 4 traffic signal controllers along Magnolia Parkway to the City’s fiber optic network.

  - **Project Cost:** $3M +

- **City of Southlake, Texas / Carroll ISD: Carroll ISD Fiber Optic Network Expansion**
  - **Responsibilities:** Full-service Turn-key Design-Build of $1M+ project to create a ~25-mile Fiber Optic Communications Network to allow the interconnection of the Carroll Independent School District Network (ISD) Operations Center at Dragon Stadium to 8 School building facilities throughout the ISD. This Design-Build work included the Feasibility Study, Engineering Design of Fiber Routes, Preparation of Budget and Material List, Fielding/Staking, Public/Private Right of Way Permitting, CADD Construction & Permit Drawings, OSP Construction, Inspection and As-Built CADD update drawings for the City of Southlake Texas. TDC2 also currently maintains the Fiber Network including Emergency Repair, Network Management, and Performance and Resolution of Fiber Locate requests.
  - **Project Cost:** ~$1M

- **Town of Prosper, Texas – Underground Fiber Optic Cable Installation**
  - **Responsibilities:** The Project consists of furnishing all Fiber Optic Route Engineering, Design, Right-of-Way Permitting with Town of Prosper, TXDOT and Railroad, and As-built CADD documentation, as well as Underground OSP Construction, including underground boring, integration, installation, and commissioning for the installation of ~4,450 feet of Fiber Cabling from 801 Safety Way to 250 W. First St. and from 601 W. Fifth St. to 250 W. First St.
  - **Project Cost: ~$83,751**

- **City of Seabrook, Texas - Fiber Network Expansion**
  - **Responsibilities:** Feasibility Study, Engineering Design, Jurisdictional Permitting, and mapping of a 5.2-Mile Fiber Optic Network Expansion. Turn-key services were inclusive of, but not limited to, the items below:

    TDC2 provided a Feasibility Study for the expansion of Fiber to serve and connect multiple existing City of Seabrook Municipal Facilities
    - Overview Schematic of Fiber Cable for the entire route
    - Fiber Route Maps & Splicing Diagrams
    - Optimized for Least Cost Construction
    - Identification of Permitting Authority and Jurisdictions for all routes
    - Provide Report showing requirements of each.
    - Identification of Aerial Utility Attachment rights
    - All other useful information to maximize construction efficiency.

    TDC2 also provided final proposed optimized Fiber Routes inclusive of:
    - Existing Power Company poles for aerial attachments
    - Proposed underground routes.
    - Existing Municipal Facilities, Building Entrances and Equipment Rooms
    - Final ride to visit each City of Seabrook location with the Engineer and the Construction Contractor's internal team to verify constructability, access, permit, jurisdictional and municipal restrictions.

    TDC2 provided Engineering and Construction Pricing for Design, Permitting, and all associated Construction Costs.
  - **Project Cost:** $503,321

- **City of the Colony, Texas – Citywide Municipal Fiber Expansion**
  - **Responsibilities:** The project included the Design-Build of seven phases of new additions, and upgrade or expansion of the existing City of The Colony Broadband Fiber Optic Network. It included connection of new fiber backbone from the primary data center to the backup data center, and connection to the fiber network of the EDC/Administration building, the Police Department, Fire Station #2, Fire Station #3, the Public Works Building, the Animal Shelter, CVB building, Pump Station #2 building, the Aquatic Center building, the North Colony Water Tower, and the Steward Creek Elementary building, among other service points and fiber termination locations. For each of the seven phases and where applicable, the project included route engineering, permitting, and as-built documentation, as well as OSP Construction, including proofing of existing underground conduit/innerduct, underground boring, setting of handholes and installation of fiber optic network cabling. This project included all related data center equipment to rackmount and organize fiber, terminations, as well as providing a report showing a successful test of all terminated fiber links with speeds capable of at least 40Gbps.

  - **Project Cost:** $553,236

- **City of League City, Texas - Municipal Fiber Network and Traffic Control Expansion**
  - **Responsibilities:** Engineering Design, CADD, Permitting, Bid Process Management of a 38-Mile Multi-Site Fiber Network Expansion; Phase 1 & Phase 2

    Full service Turn-key Engineering including; Engineering Feasibility Study, Optimized Least Cost Fiber Network Design, Fielding Staking & Survey of Fiber Routes, Identification of Permitting Authorities and Jurisdictions, Identification of Aerial Utility Attachment Rights, Identification of location and availability of existing Underground Fiber, Public/Private Right of Way Permitting, CADD Construction & Permit Drawings, Bid Package & RFP Creation & Process Management, Field Inspection and As-Built CADD records for Phase One and Phase Two of a Fiber Network expansion project to interconnect public service facilities, city government buildings and traffic signal facilities.

    Phase 1 - Designed and constructed OSP Fiber Optic Network expansion to include a 15-mile Fiber Optic Communications Network utilizing both Aerial and Underground OSP Construction methods. This network allowed the connection of 5 fire department buildings, 3 city buildings and numerous traffic signal facilities.

    Phase 2 – Performed Feasibility Study, Engineering Route Design, Engineering Cost Estimate, Budget, and preparation of a project material list. This network expansion was for an approximately 23-mile Fiber Optic Network expansion to interconnect over a dozen additional city facilities. TDC2 also performed bidder qualification, prepared a bid package including construction drawings, managed the bid process from pre-bid meeting through collection and analysis of bids, and provided a recommendation regarding most responsive bidder. TDC2 will provide resident engineering, inspection of construction services, and As-built CADD records during the construction phase of the project.

  - Project Cost: $2.1M

# TAB G Qualifications of Key Personnel

TDC2's proposed project team is highly qualified to successfully perform the City's Pole Attachment Audi Project. We have selected individuals with specific knowledge, and high levels of experience conducting Pole Attachment Audits, as well as all related Aerial Plant Engineering and OSP Construction services in urban, suburban, and rural environments. Bios for the proposed Project Manager and overall Project Team are listed below, followed by a Project Team Organizational Chart showing the role of each team member. Resumes for our proposed Project Team personnel are also included. At this time, TDC2 does not propose the use of subcontractors. However, based on the timing of the Award and Notice to Proceed, a final decision will be made. If TDC2 determines that the addition of subcontract labor will create a benefit to the project's scope, timeline, and/or budget, TDC2 will present the proposed subcontractor deployment plan to the City and gain approval in advance of deploying subcontract labor.

**Project Manager**

TDC2 will assign Ronnie Teaff as Project Manager for the City of Garden City's Wood Utility Pole Inspection engagement. He has extensive experience with all forms of aerial plant survey & audit, as well as a strong background in Make Ready Assessment, Make Ready Engineering, Pole Attachment / Joint Use Permitting, and OSP Construction of Aerial Plant including Strand and Fiber and ADSS Self Supporting Fiber.

**Project Manager Bio**

- **Ronald Teaff, Senior Engineering Manager**

  Mr. Teaff has a proven track record completing large complex deployments within budget and schedule constraints. A proven leader known for developing Teams, tools, processes, and individuals to execute project requirements to deliver customer expectations. He is experienced in deploying and implementing In-building Distributed Antenna Systems [iDAS], Outside Distributed Antenna Systems [oDAS], Wireless Site Modifications, Transport Networks and Site Development and Expansion of Wireless Networks. He has extensive experience in design and construction management of Outside Plant, Inside Plant and Metro Fiber networks, Local Exchange rebuilds and Long-Haul Fiber networks and expansions for Local Exchange Carriers, CLECs, and Operating Companies. A strong communicator presenting project information from executive to craft levels and recognized by Customers, Corporate Officers, and peers for contributions to organizational success. He is experienced in the use of Microsoft Office applications including Visio to communicate and document project deliverable and is extremely focused on Quality and Safety to deliver projects meeting Customer requirements. Mr. Teaff has an Associate Degree in Computer Aided Drafting from Lamar University in Beaumont, Texas and has very extensive training and experience with multiple releases of drafting software such as AutoCAD, MicroStation and others.

  He began his career as a draftsman in April 1995 for Petron Engineering in Beaumont, Texas and after 3 years began a 4-year contract with MCI/WorldCom in Richardson, TX where he was responsible for full service outside plant engineering from design, to project management to closeout for many fiber optic projects, ranging from short routes to long haul multi-million-dollar network builds. He spent the next 8 years working with GXT LTD, TDC Design and GW Communications, further adding to his experience and working on larger and more complex fiber optic network design and build projects. Then Mr. Teaff worked with Goodman Networks and Crown Castle as Construction Manager on fiber route projects and Outdoor and Indoor Distributed Antenna Systems. He has served with TDC2 as Senior Engineering Manager since August of 2015.

  At TDC2, Ronnie has been responsible for a significant amount of Pole Survey, Pole Audit, Make-Ready, and Aerial OSP Construction projects. He also has managed power & fiber Engineering and OSP Construction for thousands of Small Cell Deployments for all major nationwide Broadband Wireless Providers (i.e. AT&T, T-Mobile, & Verizon) and Infrastructure Providers (i.e. Crown Castle, Extenet, etc.).

**Additional Project Team Bios**

- **Steve Purcell, Managing Member**

Mr. Purcell is a high-energy, self-starter with decades of experience in Construction Management. He has an accomplished ability to work under pressure in a multi-task environment. He also has outstanding organizational, leadership, communication, and problem-solving skills. After receiving his Bachelor of Science in Construction Management in 1993, Steve began his career with Drever Construction in April of 1993. He then moved to Verizon Business in 1996, serving as Construction Manager until May of 1999 when he was promoted to Regional Manager of Outside Plant Services. He was responsible for General Engineering and Construction Management for fiber optic long haul and local networks. During that time, he was responsible for managing direct and contract employees in 17 states and OSP contracts collectively valued in the $100M+ range annually. In July of 2006 Steve left Verizon to become Regional Manager of Deployment and Operations for The Current Group for a year, then was a co-founder of and served as Vice President and Owner of Phoenix Installation Services, LLC from August 2007 until the sale of that company in early January of 2015. Over that eight-year period, Steve oversaw the construction of thousands of miles of fiber optic, copper and coaxial cable for telecommunications service providers, utilities, cooperatives, municipalities, and other public and private ventures. Steve has served as a Managing Member of TDC2 since January of 2015.

- **Scott Crum, President & Managing Member**

Mr. Crum is a self-motivated individual who can adapt to any work environment. He is a results-oriented professional with exceptional skills in problem resolution and goal attainment. He is aggressive, and detail oriented in pursuit of client objectives, being consistently recognized for going beyond expectations. Scott is the original founder of TDC. He specializes in utilizing existing relationships developed over decades of work with Federal, DOT, State, County and Local government agencies, as well as most US Railroads. Mr. Crum started his career in 1988 with Wilkenson Manufacturing Company as a Tool & Die Designer. He obtained his BS in Mechanical Engineering from the University of Nebraska in 1993. Afterwards, he joined Applied Power Associates out of Omaha, NE. He began to focus on design, construction and permit drawings for the telecom industry starting in 1995 with Telecommunications Installers Corporation in Plano, TX, and Hawking TCS Telecommunications Services through November of 1997. He progressed to become CADD Administrator for the Dallas Area Rapid Transit through the end of 1999. He founded TDC Design and served as President and Owner. He built TDC Design from the ground up, providing exceptional quality and unmatched service through October of 2008 when it was sold to GW Communications. He served with GW Communications for two years as Director of Engineering on high level nationwide projects. In July of 2010, he co-founded Broadband Infrastructure Projects and service as Managing Partner/Owner responsible for full-service Engineering, Design, Survey and Staffing solutions in the Telecom market for large scale projects. Of note, he was responsible for simultaneously managing numerous ARRA Broadband Stimulus projects for TDS Telecom, which included coordinating and performing field staking, permitting, contractor deployment, and providing Program Project Management & Inspection Services in the following states: Alabama, Georgia, Florida, Kentucky, Mississippi, and Tennessee. These projects were inclusive of the supervision of the construction of hundreds of miles of middle/last mile fiber optic cable, coordination of installation, test, and turn-up of hundreds of active electronics nodes, as well as test and supervision of construction for thousands of fiber drops. All work had to be completed within federally mandated timelines and budgets. Mr. Crum, along with Mr. Steve Purcell was responsible for the Design-Build of one of the first Small Cell Sites in the State of Texas at the Medical Center in Houston. He serves TDC2 as President & Member.

- **Scott Mackinaw, Vice President**

Mr. Mackinaw has strong project management, personnel management, and technical team building skills, which combined with a detailed understanding of public and private networks, provide an extremely well-rounded background in the telecommunications industry. He has over 20 years of experience in the telecommunications industry. After obtaining a bachelor's degree in electrical engineering, from the University of Alabama in 1991, he worked with telecommunications service providers American Telephone Network and Mid-Com Communications, Inc. designing and implementing nationwide telecommunications networks. Thereafter, starting in April of 1996, he worked with telecom equipment vendors Digital Telecommunications, Inc. (DTI) and CopperCom in variety of management roles leading nationwide Customer Service, Technical Support, Installation, Integration and Training initiatives. His diverse responsibilities in the implementation of integrated TDM and Soft Switch solutions for Broadband networks allowed him to develop a wide range of technical, operational, and strategic planning skills. In 2004, he went to work as Director of Inside Plant Engineering for Joseph D. Fail Engineering Company (JDFEC), a company recognized as a leader in the Telecommunications Engineering Consulting industry since the mid-60's. While at JDFEC, he progressed to Vice President of Broadband Engineering and then to President. During his time at JDFEC he was directly responsible, alongside JDFEC's Professional Engineer, for the successful creation of over $246M of funding in Rural Utilities Service and NTIA loan and grant funding applications and the subsequent implementation and build-out of 2,500+ miles of middle mile and last mile fiber optic broadband networks. Scott has served as Vice President of Engineering & Construction for TDC2 since July of 2015.

- **Brandon Robards, Senior Engineering Manager**

Mr. Robards is a U.S. Army veteran with over 20 years of experience working in telecommunications. He has proven project and construction management experience and can handle the most demanding projects. He got his start in telecom in 1995 installing fixed satellite and fiber networks while completing his five years of active military service. In 2000 he went to work for Nortel Networks deploying OC48 and OC192 fiber rings for Williams and long-distance phone switches for US West/Qwest. In 2001 he moved into the wireless industry and began installing and testing Nortel CDMA equipment in the Gulf Coast region. In 2002 he moved to working on AT&T projects in various markets across the U.S., coordinating and testing T-1 and DS3 circuits as part of their 2G upgrades, E911 systems, and later, their first 3G deployments. In 2004 he started supervising their 3G construction and was quickly promoted to management roles. In 2008 he moved back to the North Texas region and continued managing 3G and eventually 4G deployments. In 2009 he started working in Dallas/Ft. Worth on AT&T's first fiber to the cell site deployment.

From 2009 to 2013, he managed the construction and turn up of fiber to over 3,000 cell sites in the North Texas market. He continued his work on AT&T projects through 2016 as a Senior Project Manager and oversaw the project management for 4G LTE builds, New Site Builds, DAS, Battery, and Power Upgrades, and their first Small Cell deployment in Dallas, TX. Since 2017, he has served as Senior Engineering Project Manager, overseeing the relocation of fiber for customers affected by the TexRail project between Ft. Worth and Grapevine, TX, overseeing the implementation of dozens of fiber fed small cell sites, as well as numerous fiber network expansions including the City of the Colony and others.

GARDEN CITY
KANSAS

# Public Utilities-Electric Division

## 2027-2029

Specifications & Contract Documents

# Wood Utility Pole Inspection

CITY OF GARDEN CITY, KANSAS

# INVITATION TO BID

**BID TITLE:** Wood Utility Pole Inspection

**ISSUE DATE:** September 15, 2026

**BID OPENING:** October 26, 2026

**BID AWARD**

**IMPORTANT NOTE:** Indicate the company name and Bid Title on the front of the sealed bid envelope.

The City of Garden City, Kansas, is seeking competitive sealed bids for the inspection of wood utility poles.

Responding to the Bid should involve interested companies reviewing and analyzing the information provided herein and responding in writing to items where a response is requested.

The City Electric Division will receive sealed bids until 11:00 a.m. CT on October 26, 2026, at which time they will be publicly opened and read aloud. The bid opening will begin promptly at the appointed time at the Utilities Service Center located at 140 Harvest St., Garden City, KS 67846. No bids may be submitted after the bid opening begins. The bidder is solely responsible for the timely submission of this bid.

**Address bids to the City of Garden City, Electric Division**
**ATTN: Wood Utility Pole Inspection**
**140 Harvest St.-P.O. Box 998**
**Garden City, KS 67846, on or before October 26, 2026 at 11:00 a.m. CT**

No bid may be withdrawn sixty (60) calendar days after the bid opening.

**The City of Garden City reserves the right to evaluate bids to determine the lowest responsible bidder according to City policies, to reject any and all proposals, to waive formalities within the scope of authority, and further, the City reserves the right to make an award of the bid that is in the best interest of the City.**

Direct all questions on the bidding procedure to

Kent Pottorf, Electric Operations Manager
Kent.Pottorf@gardencityks.us
140 Harvest St.
P.O. Box 998
Garden City, KS 67846 (620) 276-1290

Billy Villanueva, Electric Superintendent
Billy.villanueva@gardencityks.us
140 Harvest St
PO Box 998
Garden City, KS 67846 (620)276-1290

Keo Bounpaseuth, SCADA Generation VFD Foreman
Keo.bounpaseuth@gardencityks.us
140 Harvest St
PO Box 998
Garden City, KS 67846 (620)-276-1290

## Introduction

The intent and purpose of this Invitation to Bid are to establish a contract with a qualified Contractor who can provide supervision, labor, material, and incidentals necessary to perform the inspection of our utility poles and provide the necessary reports to be compatible with the City ESRI ARC GIS software.

## Scope of Services and Standards of Work

*Contractor obligations:* To supply the labor and equipment needed to inspect the poles specified.

## Safety

Job site activities shall at all times be conducted in accordance with applicable Federal, State, and Local laws, regulations, and requirements.

## Damage to Facilities / Insurance Requirements

During the inspections, the Contractor shall be responsible for damages by its employees, agents, or subcontractors to any City of Garden City utility facilities or customer-owned facilities. Furthermore, any damages to utility facilities not owned by the City of Garden City shall be the responsibility of the Contractor. The Contractor shall submit proof of comprehensive General Liability Insurance carried in the minimum amount of $1,000,000 for bodily injury or death and $1,000,000 for property damage. Workers' compensation and motor vehicle liability insurance are also required. Proof of insurance must be submitted to the City of Garden City prior to execution of the contract for services.

## Supervision / Customer Notification

The Contractor shall remain in close communication with the City's designated representative.

## Contractor Employees

All employees of the Contractor, while performing inspections for the City, will be required to wear some form of identification and proper PPE. Employees will maintain a professional attitude toward the work being performed and toward any and all contacts with the City employees & citizens.

## Payment

The Contractor may submit invoices for payment at the Contractor's discretion, but submissions shall be made at least monthly.

**Assignment**

No assignment, subcontracting, subletting, or transferring of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted without the written approval of the City.

**Term / Limitation of Time to Complete Work**

The Contractor is expected to start work promptly after the authorization to proceed is issued. Work shall begin within thirty (30) days of the execution date of authorization to proceed, and all work shall be completed within (6) weeks of the execution date of the contract.

**Indemnification**

The Contractor agrees to and shall indemnify and hold the City harmless from and against all liability, loss, damage, or injury, all costs and expenses (including attorney's fees and costs of any suit related thereto), suffered or incurred by the City, arising from or related to Contractor's negligent performance under the contract, or the negligence of Contractor's employees, agents or subcontractors.

**References**

The Contractor shall supply, with its bid, professional references of companies or organizations for which it (and any subcontractors) has performed similar pole inspections within the last twenty-four (24) months. At least three (3) references shall be included with a contact name and telephone number.

## Equal Opportunity and Nondiscrimination

Equal Employment Opportunity. The Contractor and subcontractors will be required to comply with the President's Executive Order 11246 (Equal Employment Opportunity), as amended, which prohibits discrimination in employment regarding race, color, creed, sex, or national origin. The Contractor must certify that they do not or will not maintain or provide for their employees any facilities that are segregated on the basis of race, color, creed, or national origin. The documents within Section 00201 (Equal Employment Opportunity) are made a condition of the bid. (See attachment).

Nondiscrimination Clauses. Bidders on this work, including subcontractors or vendors, will be required to comply with regulations as outlined within the documents included within Section 00202 (Non-Discrimination Clauses 0708). (See attachment).

Special Provisions. The Contractor and subcontractors will be required to comply with the Civil Rights Act of 1964, Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Age Discrimination Act of 1975, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations of 1994 and 49 C.F.R. Part 26.1 (DBE Program), along with any amendments thereto.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer, setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the Contractors commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the Contractors noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204, provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

8. The Contractor will, prior to the approval of any construction contract, submit an acceptable Affirmative Action Plan to the City for review and approval

## NONDISCRIMINATION CLAUSES

During the performance of this Contract, the Contractor or Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

(1) COMPLIANCE WITH REGULATIONS:
The Contractor will comply with the Regulations of the United States Department of Transportation relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27), hereinafter incorporated by reference and made a part of this contract.

(2) NONDISCRIMINATION:
The Contractor, with regard to the work performed by it after award and prior to completion of the Contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix "A", "B", and "C" of the Regulations.

(3) SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:
In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

(4) INFORMATION AND REPORTS:
The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the City or the Secretary of Transportation of the State of Kansas, will be permitted access to its books, records, accounts, other sources of information and its facilities as may be determined by the City, Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City, Secretary of Transportation of the State of Kansas as appropriate; and shall set forth what efforts it has made to obtain information.

(5) EMPLOYMENT:
The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.

(6) SANCTIONS FOR NONCOMPLIANCE:
In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract sanctions as it, or the Secretary of Transportation of the State of Kansas, may determine to be appropriate, including, but not limited to,
(a) withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
(b) cancellation, termination or suspension of the Contract, in whole or in part.

(7) DISADVANTAGED BUSINESS OBLIGATION:

(a) Disadvantaged Businesses as defined in the Regulations, shall have a level playing field to compete fairly for contracts financed in whole or in part with Federal funds under this contract.

(b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.

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

(8) EXECUTIVE ORDER 12898:

(a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, polices and activities of the Secretary of Transportation and use of such information in complying with this Order.

(9) INCORPORATION OF PROVISIONS:

The Contractor will include the provisions of paragraph (1) through (8) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, orders of instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the City or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State.

**NONDISCRIMINATION UNDER TITLE VI**
**OF THE CIVIL RIGHTS ACT OF 1964**

The City, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 49 CFR Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantage business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

## POLE INSPECTION SPECIFICATIONS

1. Resistograph drilling procedure done with two ground-level drills using a 1/8” bit at a 45-degree angle. The second drill point will be 90 degrees from the first drill point.
2. The inspection shall consist of the following information.
    a. Pole numbering per city specifications at 10 feet above ground level with two owner-provided screws. Any poles found already numbered according to these specifications will not be re-numbered but will continue with the consecutive numbering scheme.
    b. Pole manufacture year and type
    c. Pole height
    d. Pole class
3. Insect damage/infestation.
4. Rotting or decay of the structure and any splits or cracks.
5. Note any other utility attachments.
6. Note all Right-of-Way items, such as trees or brush in the pole vicinity.
7. Sound the pole at least 10 times, at ground level, in at least 4 different locations around the pole, as high as the inspector can reach standing on ground level with a 22oz hammer, for any above-ground rot.
8. Note any other items that the inspector believes would cause the physical performance of the structure to be rejected, and its conditions noted.
9. Note fire, collision, or vandalism damage.
10. GPS location of each pole and one photo with the pole number included, the full length of any pole inspected 10 years or older. All poles newer than 10 years only need a visual inspection with GPS location and a photo with the pole number included.
11. A weekly update report on all poles inspected is given at the end of the work week.
12. Any poles that are an immediate danger to the public will be reported ASAP to the designated point of contact.
13. Compatible software to use with ESRI ArcGIS.
14. Rejected poles must be marked with a red tag installed 5’ above the ground.
15. Priority rejected poles must be marked with two (2) red tags installed 5’ above the ground.
16. A full report will be produced in paper and one electronic file upon completion.

## INSTRUCTIONS AND CONDITIONS

These conditions are integral to this bid, and the bidder must comply with them.

1. Bidder must bid on the Bid Sheet & Certification (page) and submit references on the Bidder References Form (page), as requested.
2. Bidder should make a copy of the bid for his/her file.
3. All costs for the service must be included in the total bid price as stated on the Bid Sheet & Certification (page).
4. The City reserves the right to accept or reject any or all bids, reserves all rights granted by law, reserves the right to waive formalities, and takes such action as it deems necessary in the City's best interest.
5. Each bidder must sign the bid with his/her signature and shall give his/her business address on the form provided in this bid.
6. The City operates on an equal opportunity basis in its bidding policy. Bidding is open to all interested parties in compliance with national, state, and local laws.
7. No late bids will be opened.
8. Bids will be opened and read publicly at the Utilities Service Center, 140 Harvest St., Garden City, KS 67846.
9. No bid award will be made at the time of the opening. The successful bidder will be contacted immediately following bid approval by the Governing Body of the City of Garden City, Kansas. Bidders may contact the City of Garden City Electric Division at (620) 276-1290 to find out the results of the bid award.
10. Exceptions. The Bidder shall furnish a statement on company letterhead describing all exceptions to the terms, conditions, and specifications. Failure to furnish the statement will mean that the bidder agrees to meet all terms, conditions, and specifications requirements.

## BID SHEET & CERTIFICATION

The City of Garden City is seeking competitive sealed bids for Wood Utility Pole Inspection in 2024 and 2025. The City of Garden City desires to engage with a qualified Contractor for this project.

**Qty. Description**

**(1)-** 2,821 Wood utility poles to be inspected within six (6) weeks in 2027. (Districts 1 & 2)

**2027 unit cost per pole:** 15

**(2)-**2,108 Wood utility poles to be inspected within six (6) weeks in 2028. (Districts 3 & 4)

**2028 unit cost per pole:** 15.25

**(3)-**2,095 Wood utility poles to be inspected within six (6) weeks in 2029. (Districts 5 & 6)

**2029 unit cost per pole:** 15.50

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: Power Pole Maintenance Company, LLC

Company Address: 3332 Bowden Street, Frisco City, Al 36445

Taxpayer Identification Number (T.I.N.): 463525089

Telephone No. 2512121200 Fax No. _____

Email Address: Coy383@gmail.com

Print Name: Cal Lambert

Signature: Cal Lambert

## LIST OF SUBCONTRACTORS

Bidders shall submit the following information pursuant to the conditions herein.

Please check the box accordingly:

☑ Subcontractors WILL NOT be utilized to complete work.

☐ Subcontractors WILL be utilized to complete work. (Complete the rest of the form)

No Contractor whose bid is accepted shall permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid without the consent of the City.

| Subcontractor: | Category of Work: | Address of Business: | Phone #: |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

**BIDDER REFERENCE FORM**

The Contractor shall supply, with its bid, professional references of companies or organizations for which it has performed similar testing of wooden utility power poles within the last twenty-four (24) months. At least three (3) references shall be included with a contact name and telephone number.

1. Company Name: Meriwether Lewis Electric CO-OP

Contact Name: Brent Warf

Contact Phone: 931-729-3558 Contact Email: brent.Warf@mlec.com

Date(s) of Services Rendered: 11/3/26-2/8/26

Brief Description of Specific Services Rendered: Sound and bore inpsection 8000 poles

---

2. Company Name: Delta Electric

Contact Name: Jay Schmitz

Contact Phone: 662-453-6352 Contact Email: jschmitz@deltaepa.coop

Date(s) of Services Rendered: 9/1/25-12/17/25

Brief Description of Specific Services Rendered: Wood pole inpsection of 12000 poles including Full excavation and treatment

---

3. Company Name: Southern Pine Electric CO-OP

Contact Name: Robbie Cotten

Contact Phone: 251-867-5415 Contact Email: rcotten@southernpine.org

Date(s) of Services Rendered: 1/19/26-3/29/26

Brief Description of Specific Services Rendered: Wood pole inpsection and treatment of 5000 poles

**ADVERTISEMENT**

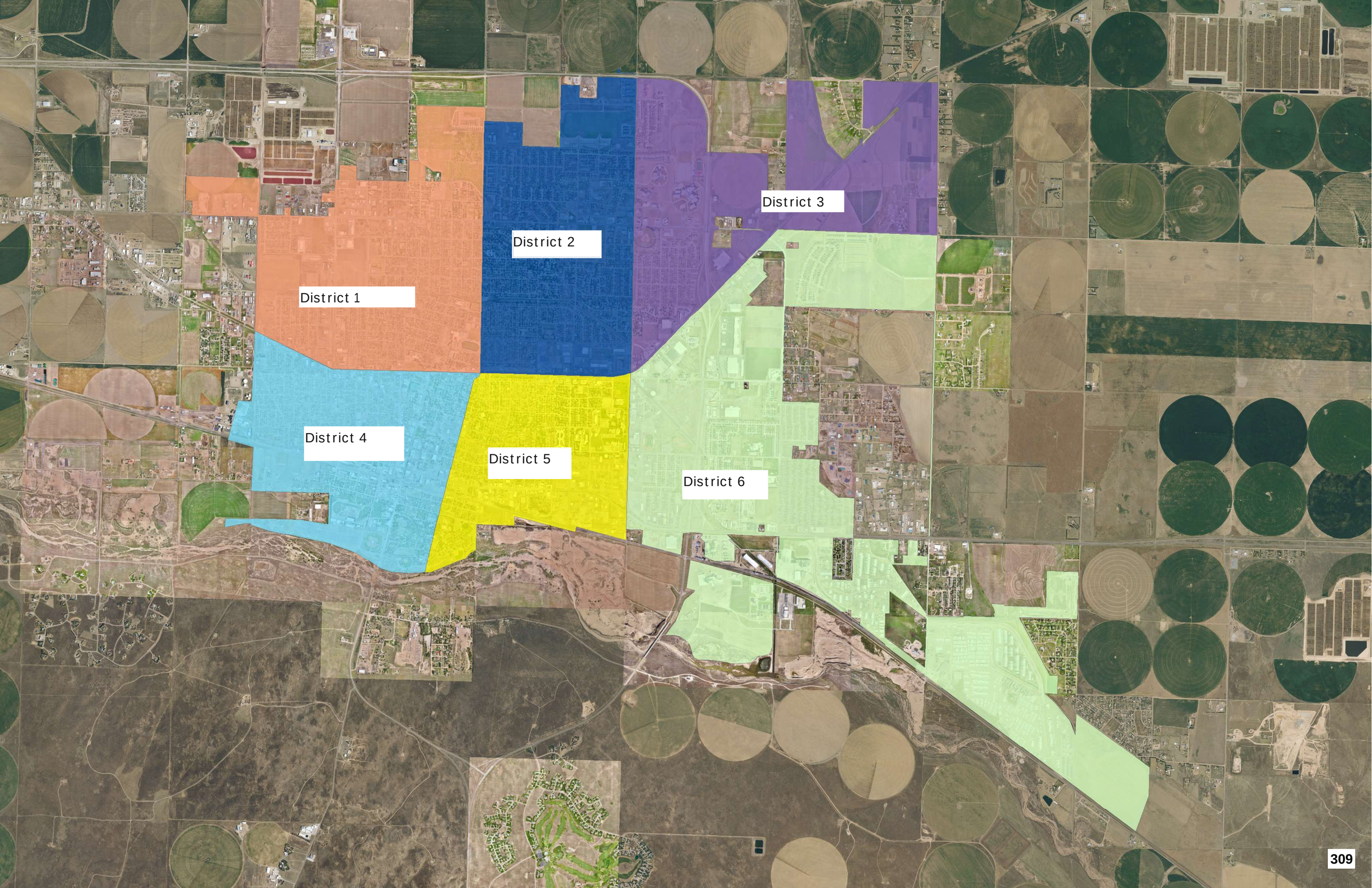
**NOTICE TO BIDDERS**

The City of Garden City Electric Department is soliciting bids for Wood Utility Pole Inspection for 2027-2029. Sealed bids are to be returned by ***11:00 AM, CT, Monday, October 26, 2026,*** at the Electric Utility Service Center, 140 Harvest St., PO Box 998, Garden City, KS 67846, at which time the bids will be opened and publicly read. Bids received after this time will be returned unopened.

The work consists of Wood Utility Pole Inspection in various locations throughout the City of Garden City. Bid sheets and specifications are available online at the City of Garden City website at https://www.garden-city.org/bids.aspx.

Bids shall be made on printed forms, which may be obtained from the City Electric Department. Electronic bids will also be accepted via email. No bidder may withdraw his bid for at least sixty (60) days after the scheduled time for the receipt of bids. The City reserves the right to reject any or all bids, waive informalities, and accept the bid deemed to be in the best interest of the City.

Kent Pottorf
Electric Operations Manager
kent.pottorf@gardencityks.us


District 1
District 2
District 3
District 4
District 5
District 6

Pole inspection pricing

Option 1

Visual Inspection $9.00

Excavate and treat $34.00.

Excavated reject $28.00.

Sound and bore $10.00.

Cobra Rod treatment $4.75(per rod)

Guy marker install $6.00 (labor only)

Ground wire Repair $7.50

Tagging N/C

Pole Inspection Definitions

Visual inspection- Inspector will perform visual inspection from ground using binoculars to determine requirements for treatment. In most cases pole less than 10 years old will be cataloged electronically and tagged if visual requirements are met.

Sound and bore inspection- Inspector will sound pole with hammer up to 7 ft to locate any voids or shell rot. Inspector will drill a ½ inch inspection hole to determine shell thickness and to detect internal decay. The hole will be filled with a plastic 9/16 plug.

Excavate and treat- Inspector will dig 18 inches below ground level around the base of pole to determine decay. Poles will be chipped, cleaned and Genics CUB paste will be applied then wrapped with paper. Poles 10 years and older will be fully excavated and treated.

Cobra rods treat- Inspector will perform sound and bore inspection followed by treatment with Genics Cobra Rods. This treatment will be applied to poles that cannot be excavated due to concrete or multiple non located risers. 1 Cobra rod per 10 inches of circumference.

Internal Treatment- Inspector will apply Genics CUB20 to voids detected during sound and bore inspection.

Data collection- Inspector will enter pole data information and GPS coordinates into desired format using Golden Retriever data collection app. This service is customizable to any specifications.

Ground wire repair- Inspector will repair missing or damaged ground wire using connectors and staples.

Guy marker installation- Inspector will install yellow guy marker when existing marker is missing, faded, or deteriorated due to sun exposure.

Pole Inspection Pricing

Option 2

Visual- $9.00

Sound and bore- $10.00.

Cobra rod Treatment - $4.75(per rod)

This option provides Data collection, pole inventory tagging and a treatment option for poles over 10 years of age. Genics Cobra rods are installed 1 per 10 inches of circumference. A 40 class 5 pole generally will use 3 rods.

Pole inspection pricing

Option 3

Visual

+

Sound and bore

$15.00 flat rate

This option provides data collection tagging and inventory of connections. There is no treatment applied for this plan but will find reject poles and maintenance items.

osmose.com

Osmose®

# WOOD UTILITY POLE INSPECTION 2027-2029

## CITY OF GARDEN CITY

OCTOBER 26, 2026

**TY FUNDERBURK**
tfunderburke@osmose.com
903-366-6823




# TABLE OF CONTENTS

EXECUTIVE SUMMARY....4
OUR PEOPLE....5
KEY PERSONNEL RESUMES....6
AFFIRMATIVE ACTION EMPLOYMENT POLICY....10
STANDARD REPORTS....12
EXCEPTIONS....13
ACCEPTANCE OF PROPOSAL....15
APPENDICES....16

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Mr. Kent Pottorf
Electric Operations Manager
City of Garden City
140 Harvest Street
P.O. Box 998
Garden City, KS 67846

RE: WOOD UTILITY POLE INSPECTION 2027-2029
DUE BY: OCTOBER 26, 2026

Dear Mr. Pottorf:

At the request of our Director-Business Development, Mr. Ty Funderburk, and in response to the above mentioned Invitation to Bid dated September 15, 2026, Osmose Utilities Services, Inc. appreciates the opportunity to submit the following response to  pertaining to the Wood Utility Pole Inspection 2027-2029.

Our bid accompanies this letter and is comprised of all required documentation as instructed in the Invitation to Bid.

We have included Exhibits A and B, as they are an integral part of this bid response that outline the technical specifications we are proposing, as well as the inherent limitations of various assessment and treatment methods currently available to the utility industry.

Any contract or agreement that results from this proposal shall include Exhibit A, whether or not it is specifically referenced in the contract and should be referenced in any Purchase Order issued for work specified under this contract.

Osmose appreciates the opportunity to submit this proposal.  We look forward to expanding our relationship and serving your organization on this important project.

If you need further assistance or have any questions concerning this proposal, please do not hesitate to contact Mr. Funderburk at 903-366-6823.

Sincerely,

Anthony G. Matt, P.E.
Sr. Vice President – Customer Service

Attachment
AGM/jb

C:  File 1053362

# EXECUTIVE SUMMARY

Osmose Utilities Services, Inc. brings extensive experience performing large-scale wood pole inspection programs, assessing more than 9 million wood poles annually. Osmose has been a long-standing and trusted contractor-of-choice for Co-ops and Municipal utilities in the central United States including Sikeston BMU, Austin Energy and Wheatland Electric Cooperative. Our experience, field resources, and project management capabilities position us to meet the City's six-week project schedule while maintaining the safety, quality, and consistency expected throughout the program.

We understand the importance of accurate, usable inspection data. Osmose can provide processed inspection data in ESRI Geodatabase and shapefile formats, supporting integration with the City's GIS environment. The solution package presented herein presents a holistic approach to the Wood Utility Pole Inspection that is both scalable and integrates with other services, solutions and data deliverables provided by Osmose.

Osmose is committed to performing the work in accordance with the City's specifications and providing a responsive, well-managed inspection program from mobilization through final data delivery. We look forward to working hand-in-hand with City of Garden City and supporting the reliability and long-term management of its electric distribution system.



# OUR PEOPLE

**10**

Each member of our team of first-line Supervisors has been with Osmose an average of 10 years.

**30**

Our senior leadership team has an average of 30 years of professional experience providing company-wide guidance and direction.

**6**

Our team of engineers have the skills and expertise across civil, structural, mechanical, electrical, industrial, and aerospace/aeronautical disciplines.

## Technical Talent Investment

**$4M**

**ANNUAL INVESTMENT**

- 30+ chemical, Structural, mechanical, civil, software, and electrical engineers
- Including Licensed Professional Engineers with 48-state coverage
- 8 scientists (chemists, soil, data, climate, and technology)
- Membership and participation in numerous industry associations including:

| | | |
|---|---|---|
| American Wood Protection Association (AWPA) | American Society of Civil Engineers (ASCE) | American Concrete Institute (ACI) |
| Association of Materials Protection and Performance (AMPP) | American Welding Society (AWS) | ASTM International |
| Institute of Electrical and Electronics Engineers (IEEE) | International Concrete Repair Institute (ICRI) | American Institute of Steel Construction (AISC) |

# KEY PERSONNEL RESUMES

## Resume

Current responsibilities include: developing and expanding management and production capacity to execute and deliver services and information products for assigned customers on numerous projects for utilities throughout, but not limited to, the United States, including Municipals, Cooperatives, and Investor-Owned Utilities.


## Nathan A. Anunson

Director of Operations
Location: Whitefish, MT
Year Started: 2021
Email:
nanunson@osmose.com


### Education

- B.S Civil Engineering, May 2006, Washington State University, Pullman, WA
- A.A.S. Psychology, January 2002 Highline Community College, Des Moines, WA

### Training

- Trained in Structural, transportation, and geotechnical engineering design

### Certifications

- Osmose's "Safe Driver Qualification Program"
- 30 Hour OSHA Construction Certification

## Utility Industry Experience

Experience performing/supervising/managing the following services:

- Pole Inspection and Treatment
- Pole Restoration
- Padmounted Transformer Inspection and Maintenance
- Steel Tower Inspection and Repair
- Attachment Audits
- Street Light Audits
- Line Patrols
- Safety Inspections
- Asset Inventories
- Pole Loading Analyses and Make-Ready Design
- Stray Voltage Detection

## License Information

| Classification | State |
|---|---|
| Class A – General Engineering Contractor | Nevada |

# Resume

Current responsibilities include: managing project managers, general foremen, and field crews performing pole inspection and treatment programs, including resistance drill inspection; overseeing project execution, crew scheduling and travel logistics, production and quality control, payroll approvals, regulatory compliance, and bid pricing; and serving as a point of contact for utility customers on numerous projects throughout, but not limited to, Alaska, Arizona, Arkansas, California, Colorado, Idaho, Kentucky, Louisiana, Mississippi, Missouri, Montana, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, and Wyoming, including Municipals, Cooperatives, and Investor-Owned Utilities.


## Brent Sigler

Supervisor Operations
Location: Florence, CO
Year Started: 2015
Email: bsigler@osmose.com


## Education

- 2012, A.A.S. Engineering Technology, McLennan Community College, Waco, TX
- 2003, Midway High School, Hewitt, TX

## Training

- Global Positioning Systems ("GPS") and GIS data collection, QC, and cleanup
- Alatrac mobile data collection system: inspection rules and workflow design
- Resistance drill (Resistograph) inspection, repair, and troubleshooting

## Certifications

- Osmose's "Foreman Training Program"; "Pesticide Training Program"; "Safe Driver Qualification Program"
- Osmose Certified Field Trainer (2 years; 14 foreman trainees)
- Commercial Pesticide Applicator, 7 states (see below)

## Utility Industry Experience

Field experience performing/supervising/managing the following services for Osmose and Alamon:

- Pole Inspection and Treatment (Distribution and Transmission)
- Resistance Drill Inspection
- Pole Restoration
- Attachment Audits
- Street Light Audits
- Line Patrols
- Safety Inspections
- Asset Inventories
- Network/System Inventories (including Phasing and Connectivity)
- Clearance Analyses
- Stray Voltage Detection
- Storm Response and Recovery

## Pesticide License Information

| Classification | License Number | State | Expires |
|---|---|---|---|
| Wood Preservation | 38857 | Colorado | 04/2027 |
| Wood Preservation | 00509B | Louisiana | 01/2027 |
| Wood Preservation | 71648 | New Mexico | 01/2027 |
| Wood Preservation | 81505 | Oklahoma | 01/2027 |
| Wood Preservation | 0979188 | Texas | 01/2027 |
| Wood Preservation | 102370 | Washington | 01/2027 |
| Wood Preservation | 101240 | Wyoming | 01/2027 |

# Resume

Current responsibilities include: developing and expanding management and production capacity to execute and deliver services and information products for assigned customers on numerous projects for utilities throughout, but not limited to, Texas, Oklahoma, Arizona, Florida, California, Massachusetts, Connecticut, Pennsylvania, Nebraska, North and South Carolina, including Municipals, Cooperatives, and Investor-Owned Utilities.


## Ty Funderburk

Director-Business Development
Location: Sulphur Springs, TX
Year Started: 2013
Email:
tfunderburk@osmose.com


## Education

2003, East Texas A&M University, TX

- 1998, Sulphur Springs High School, Sulphur Springs, TX

## Training

- Global Positioning Systems ("GPS")
- Osmose's DCT® Mobile data collection software
- Osmose certified in "Overhead Facilities Recognition"
- Osmose certified in Underground Facilities Assessment

## Certifications

- Osmose's "Foreman Training Program"; "Pesticide Training Program"; "Safety Training Program"; "Safe Driver Qualification Program"; ATV Qualification Program"; "Overhead Facilities Recognition"

## Utility Industry Experience

Field experience performing/supervising/managing the following services for Osmose:

- Pole Assessment and Treatment
- Pole Restoration
- Padmounted Transformer Assessment and Maintenance
- Attachment Audits
- Street Light Audits
- Line Patrols
- Safety Assessments
- Asset Inventories
- Network/System Inventories (including Phasing and Connectivity)
- Clearance Analyses
- Pole Loading Analyses and Make-Ready Design
- Stray Voltage Detection
- Storm Response and Recovery

# AFFIRMATIVE ACTION EMPLOYMENT POLICY

Osmose hereby reaffirms its commitment to the principle of equal employment opportunity

## Purpose

It is Osmose's policy to ensure equal employment opportunity for all, regardless of race, religion, national origin, color, sex, sexual orientation, disability, age, veteran status, or any other non-job-related characteristic. Although this document is not to be, and will not be, considered an employment contract between Osmose and its employees, the corporation views the principles of equal employment opportunity as a vital element of the employment process.

## Expectations

Osmose commits itself to the following:

- Recruiting, hiring, training, and promoting persons in all job classifications, regardless of race, religion, national origin, color, sex, sexual orientation, disability, age, veteran status, or any other non-job-related characteristic. Osmose will take affirmative action to seek out qualified applicants regardless of race, religion, national origin, color, sex, sexual orientation, age, disability, or veteran status.

- Ensuring that promotion decisions are in accordance with equal employment opportunity requirements and affirmative action by imposing only valid job-related requirements for promotional opportunities.

- Ensuring that all personnel actions relating to compensation, benefits, transfers, separations, training, and education are administered in a non-discriminatory manner.

- To provide a civilized workplace in which to allow the employee the opportunity of personal growth in a work atmosphere free from discrimination, regardless of race, religion, national origin, color, sex, sexual orientation, disability, or age. It is the policy of Osmose that employees are not subjected to job related pressure from other employees relating to the above listed types of bias, including sexual harassment. Violations of this policy may result in disciplinary action up to and including separation of employment.

To ensure that Osmose's goals for equal opportunity employment may be achieved through its good faith efforts, the corporation has established various levels of responsibility to both direct and oversee its affirmative action efforts.

John Rigney, General Counsel, has been designated the Equal Employment Opportunity Officer. Mr. Rigney is responsible for monitoring affirmative action efforts and for providing equal opportunity training and recommending outside resources. Individual managers and supervisors throughout the corporation are responsible for ensuring that their employment

decisions comply with principles embodied in Title VII, the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Executive Order 11246, Revised Order No. 4, the Americans with Disabilities Act of 1990, the Veterans Employment Opportunities Act of 1998, and any other federal, state, or local law relating to discrimination, harassment and/or retaliation.

Each employee of Osmose must understand that the corporation is serious in providing a workplace environment free from discrimination and harassment based on race, religion, national origin, color, sex, sexual orientation, age, disability, or veteran status, and free from sexual harassment. In that respect, Osmose views jokes and off-the-cuff comments or any other form of communication which may be derogatory to women, minorities, national origin, religious practices, the disabled, etc. as violating our goal of a workplace environment free from such discriminatory bias or harassment.

Each employee is responsible for bringing to the attention of the HR/Benefits Department (1-770-632-6700) any employment decision, sexual harassment, or discrimination, in any form, which he or she feels conflicts with the letter or spirit of the law or Osmose's policies. Inquiries will be handled as confidentially as possible.

Osmose does not tolerate any form of retaliation against an employee who brings an employment decision, sexual harassment, or discrimination matter to the attention of Osmose.

The company's affirmative action plans for minorities and women, and for disabled individuals, disabled veterans, Vietnam era veterans and other eligible veterans, are available for inspection to any employee or employment applicant on request. A copy of the plans may be inspected during normal business hours at the Atlanta, GA office by contacting the Equal Employment Opportunity Officer, Sara Brochstein at 1-770-631-6982.

## Scope

Osmose complies with all federal, state, and local regulations governing Affirmative Action Employment Policy. The policy pertains to all Osmose employees.

Please contact the Human Resources Department at HR@Osmose.com with any questions.

# STANDARD REPORTS


Osmose

Invoice
#INV1114851

TOTAL
$11,755.26

ABC Electric and Gas Corp
ATTN: Accounts Payable Department
123 Anywhere Street
Somewhere, GA 12345
United States

## INVOICE

Invoices provide billing detail in PDF format, including tracking information, payment information, billable items, and work location.


Osmose
Utilities Services, Inc.

PROJECT TO DATE - FINANCIAL
ABC Electric and Gas Corp
Job Number 1018122
1018122
Starting 01/04/2016 Through 05/02/2016

INSPECTION ITEMS

| Poles Not Excavated | | Poles | % Total Poles | Unit Price | Total $ |
|---|---|---|---|---|---|
| VISUAL INSPECTION | | 80 | 1.1% | $10.00 | $800.00 |
| VISUAL AND SOUND INSPECTION | | 3 | 0.0% | $10.00 | $30.00 |
| VISUAL,SOUND & BORE INSPECTION | | 7184 | 98.9% | $10.00 | $71,840.00 |
| | Total | 7267 | 100.0% | | $72,670.00 |
| Total Inspection $ | | 7267 | | | $72,670.00 |
| Average $ / Pole | | | | | $10.00 |

INSPECTION ADDERS

| | Quantity | Poles | % Total Poles | Unit Price | Total $ |
|---|---|---|---|---|---|
| POLE NUMBER TAG INSTALLATION | 5698 | 5698 | 78.4% | $1.00 | $5,698.00 |
| GROUND WIRE REPAIR | 83 | 83 | 1.1% | $20.00 | $1,660.00 |
| GUY MARKER INSTALLATION | 93 | 93 | 1.3% | $10.00 | $930.00 |
| DIGITAL PHOTO | 1 | 1 | 0.0% | $3.00 | $3.00 |
| RUS CODES | 7209 | 7209 | 99.2% | $10.00 | $72,090.00 |
| Inspection Adders Total $ | | | | | $80,381.00 |
| Average $ / Pole | | | | | $11.07 |

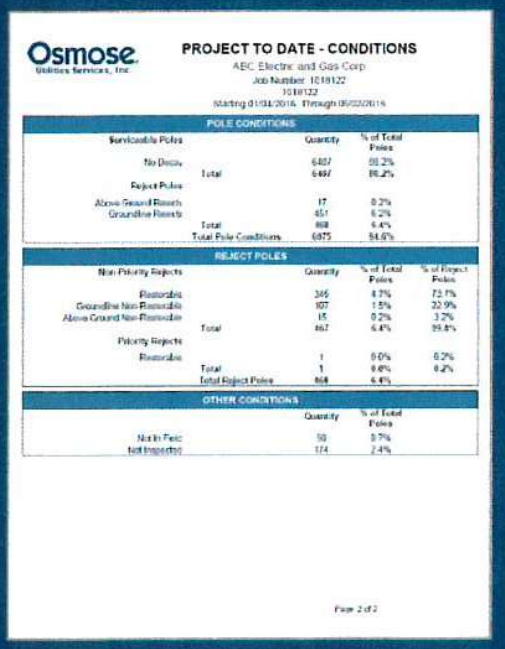
INVENTORY ITEMS

| | Quantity | Poles | % Total Poles | Unit Price | Total $ |
|---|---|---|---|---|---|
| GPS READING 1-10 METER | 7441 | 7441 | 102.4% | $0.00 | $0.00 |
| Inventory Items Total $ | | | | | $0.00 |
| Average $ / Pole | | | | | $0.00 |
| Inspection & Maintenance Total $ | | 7267 | | | $153,051.00 |
| Average $ / Pole | | | | | $21.07 |

Page 1 of 2

## PROJECT TO DATE - FINANCIAL

Breakdown of periodic work performed and program expenditures in PDF format including assessment items, number of poles inspected, average price per pole, etc.


Osmose
Utilities Services, Inc.

PROJECT TO DATE - CONDITIONS
ABC Electric and Gas Corp
Job Number 1018122
1018122
Starting 01/04/2016 Through 05/02/2016

POLE CONDITIONS

| Serviceable Poles | | Quantity | % of Total Poles |
|---|---|---|---|
| No Decay | | 6487 | 88.2% |
| | Total | 6487 | 88.2% |
| Reject Poles | | | |
| Above Ground Rejects | | 17 | 0.2% |
| Groundline Rejects | | 451 | 6.2% |
| | Total | 468 | 6.4% |
| | Total Pole Conditions | 6875 | 94.6% |

REJECT POLES

| Non-Priority Rejects | | Quantity | % of Total Poles | % of Reject Poles |
|---|---|---|---|---|
| Restorable | | 346 | 4.7% | 73.7% |
| Groundline Non-Restorable | | 107 | 1.5% | 22.9% |
| Above Ground Non-Restorable | | 15 | 0.2% | 3.2% |
| | Total | 467 | 6.4% | 99.8% |
| Priority Rejects | | | | |
| Restorable | | 1 | 0.0% | 0.2% |
| | Total | 1 | 0.0% | 0.2% |
| | Total Reject Poles | 468 | 6.4% | |

OTHER CONDITIONS

| | Quantity | % of Total Poles |
|---|---|---|
| Not In Field | 58 | 0.7% |
| Not Inspected | 174 | 2.4% |

Page 2 of 2

## PROJECT TO DATE - CONDITIONS

Breakdown of periodic work performed and program expenditures in PDF format including pole conditions, reject poles, reject percentage, etc.

Osmose

**Resilient Grids. Strong Networks. Safe Energy.**

# EXCEPTIONS

Below are Osmose's recommended revisions to your Invitation to Bid for your review and consideration. In order to be fair and equitable to both parties and to ensure that contractual language is applicable to the specific scope of work, Osmose reviews all contracts with our legal department. We understand that your organization likely follows a similar review process.

If you have any questions or concerns regarding our revisions, or if you would like to discuss and resolve any outstanding issues, please do not hesitate to contact our Sr. Manager, Contract Negotiation, Ms. Michele Coley, at (678) 544-6771.

These revisions are not intended to delay the bid process, and we are confident that any outstanding issues can be resolved prior to the start of the project. It is our intent to be a reliable and trusted partner for years to come.

## Wood Utility Pole Inspection
## City of Garden City, Kansas

### BID AWARD

**Damage to Facilities / Insurance Requirements**

During the inspections, the Contractor shall be responsible for damages by its employees, agents, or subcontractors to any City of Garden City utility facilities or customer-owned facilities. Furthermore, any such damages to utility facilities not owned by the City of Garden City shall be the responsibility of the Contractor. The Contractor shall submit proof of comprehensive General Liability Insurance carried in the minimum amount of $1,000,000 per occurrence for bodily injury or death and ~~$1,000,000 for~~ property damage),$2,000,000 annual aggregate. Workers' compensation and motor vehicle liability insurance are also required. Proof of insurance must be submitted to the City of Garden City prior to execution of the contract for services.

**Indemnification**

The Contractor agrees to and shall indemnify and hold the City harmless from and against all liability, loss, damage, or injury, all costs and expenses (including attorney's fees and costs of any suit related thereto), suffered or incurred by the City, ~~arising from or related to~~caused by Contractor's negligent performance under the contract, or the negligence of Contractor's employees, agents or subcontractors. In the event of joint and concurrent negligence between Contractor and the City, each party shall be responsible for the percentage of negligence attributed to it by agreement between the parties or in a court of competent jurisdiction.

## POLE INSPECTION SPECIFICATIONS

1. Resistograph drilling procedure done with two ground-level drills using a 1/8" bit at a 45-degree angle. The second drill point will be 90 degrees from the first drill point.
2. The inspection shall consist of the following information.
    a. Pole numbering per city specifications at 10 feet above ground level with two owner-provided screws. Any poles found already numbered according to these specifications will not be re-numbered but will continue with the consecutive numbering scheme.
    b. Pole manufacture year and type
    c. Pole height
    d. Pole class
3. Insect damage/infestation.
4. Rotting or decay of the structure and any splits or cracks.
5. Note any other utility attachments.

~~6. Note all Right-of-Way items, such as trees or brush in the pole vicinity.~~

# ACCEPTANCE OF PROPOSAL

To accept the attached proposal as written and authorize the work to be performed, please fill out, sign, and return this page via email to osmosecontracts@osmose.com. This price proposal is valid for 90 calendar days from the date of the proposal.

## Signatures

We hereby accept the attached proposal as written and authorize Osmose Utilities Services, Inc. to perform the work. Osmose will perform the work in accordance with the terms and conditions under the General Services Agreement once executed.

| | |
|---|---|
| **AUTHORIZED SIGNATURE** | |
| **PRINTED NAME** | |
| **DATE** | |
| **COMPANY NAME** | **CITY OF GARDEN CITY** |

## Osmose Contact

If you have any questions or would like to discuss this proposal in more detail, please contact:

| | |
|---|---|
| **NAME** | **TY FUNDERBURKE** |
| **TITLE** | **DIRECTOR-BUSINESS DEVELOPMENT** |
| **PHONE** | **903-366-6823** |
| **JOB #** | **1053362** |
| **PROJECT DESCRIPTION** | **WOOD UTILITY POLE INSPECTION 2027-2029** |

## BID SHEET & CERTIFICATION

The City of Garden City is seeking competitive sealed bids for Wood Utility Pole Inspection in 2024 and 2025. The City of Garden City desires to engage with a qualified Contractor for this project.

**Qty. Description**

**(1)-** 2,821 Wood utility poles to be inspected within six (6) weeks in 2027. (Districts 1 & 2)

**2027 unit cost per pole:** $22.59

**(2)-**2,108 Wood utility poles to be inspected within six (6) weeks in 2028. (Districts 3 & 4)

**2028 unit cost per pole:** $23.95

**(3)-**2,095 Wood utility poles to be inspected within six (6) weeks in 2029. (Districts 5 & 6)

**2029 unit cost per pole:** $24.67

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: Osmose Utilities Services, Inc.

Company Address: 191 Peachtree Street NE, Suite 500, Atlanta, GA 30303

Taxpayer Identification Number (T.I.N.): 35-2175310

Telephone No. 770-632-6700 Fax No. 678-364-0844

Email Address: osmosecontracts@osmose.com

Print Name: Anthony G. Matt, P.E., Sr. VP-Customer Service

Signature:

## BIDDER REFERENCE FORM

The Contractor shall supply, with its bid, professional references of companies or organizations for which it has performed similar testing of wooden utility power poles within the last twenty-four (24) months. At least three (3) references shall be included with a contact name and telephone number.

1. Company Name: Pioneer Electric Cooperative

Contact Name: Leroy Rodriguez

Contact Phone: 620-353-8877 Contact Email: lrodriguez@pioneerelectric.coop

Date(s) of Services Rendered: 2008-2024

Brief Description of Specific Services Rendered: Distribution & Transmission Pole Inspection & Treatment

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2. Company Name: Sikeston Board of Municipal Utilities

Contact Name: Tre Holley

Contact Phone: 573-475-3211 Contact Email: tholley@sbmu.net

Date(s) of Services Rendered: 2013-2026

Brief Description of Specific Services Rendered:

Distribution & Transmission Pole Inspection, Pole Restoration Joint Management

---

3. Company Name: Wheatland Electric Cooperative

Contact Name: Brandon Barrett

Contact Phone: 620-271-2026 Contact Email: jwinders@sbmu.net

Date(s) of Services Rendered: 2015-2026

Brief Description of Specific Services Rendered: Distribution & Transmission Pole Inspection & Treatment

## LIST OF SUBCONTRACTORS

Bidders shall submit the following information pursuant to the conditions herein.

Please check the box accordingly:

☑ Subcontractors WILL NOT be utilized to complete work.

☐ Subcontractors WILL be utilized to complete work. (Complete the rest of the form)

No Contractor whose bid is accepted shall permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid without the consent of the City.

| Subcontractor: | Category of Work: | Address of Business: | Phone #: |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

Utilities One, Inc.

300 W Somerdale Rd, Suite 5E, Voorhees Township, NJ 08043 | powerbids@utilitiesone.com

October 22, 2026

Mr. Kent Pottorf, Electric Operations Manager
City of Garden City, Electric Division
ATTN: Wood Utility Pole Inspection
140 Harvest St., P.O. Box 998
Garden City, Kansas 67846
Kent.Pottorf@gardencityks.us

**Subject: Bid for Wood Utility Pole Inspection, 2027–2029**

Dear Mr. Pottorf:

Utilities One, Inc. is pleased to submit its bid to the City of Garden City Electric Division for the inspection of 7,024 wood utility poles over three years, with each year's districts completed within a six-week window. Our bid is submitted ahead of the October 26, 2026, 11:00 a.m. CT bid opening.

We have reviewed the Invitation to Bid, the Pole Inspection Specifications, the Instructions and Conditions, Section 00201 (Equal Employment Opportunity) and Section 00202 (Nondiscrimination Clauses). Utilities One agrees to meet all terms, conditions and specifications [without exception / except as described in the enclosed exceptions statement], and our bid will remain firm for sixty (60) days after the bid opening.

## Project Scope

| Year | Districts | Poles |
|---|---|---|
| 2027 | Districts 1 & 2 | 2,821 |
| 2028 | Districts 3 & 4 | 2,108 |
| 2029 | Districts 5 & 6 | 2,095 |
| **Total** | | **7,024** |

### Inspection Approach

- **Full inspection:** Poles 10 years or older receive two ground-level Resistograph drills with a 1/8-inch bit at 45 degrees, the second 90 degrees from the first, plus sounding with a 22 oz hammer at least 10 times in at least four locations up to reach height.
- **Condition data:** Each inspection records manufacture year and type, height and class, insect damage, rot, decay, splits and cracks, fire, collision and vandalism damage, other utility attachments, and nearby trees or brush.
- **Newer poles and photos:** Poles newer than 10 years receive a visual inspection. Every pole gets a GPS location and a photo showing the pole number, full length for poles 10 years or older.
- **Pole numbering:** Pole numbers are installed 10 feet above ground with two owner-provided screws, continuing the City's numbering scheme where compliant numbers already exist.
- **Reject marking:** Rejected poles receive one red tag and priority rejects two red tags, installed 5 feet above ground.

### Reporting

- Weekly update report on all poles inspected at the end of each work week.
- Poles that are an immediate danger to the public reported as soon as possible to the City's designated point of contact.
- Inspection data delivered in a format compatible with the City's ESRI ArcGIS software.
- A full final report each year, in paper and one electronic file.

### Schedule

Utilities One will begin work within thirty (30) days of the authorization to proceed and complete each year's inspections within six (6) weeks. Our crews will stay in close contact with the City's designated representative throughout, and we will invoice at least monthly.

**Qualifications and Compliance**

- Three references for similar wood pole inspections performed within the last 24 months, on the Bidder Reference Form, including any subcontractor.
- Crews wear company identification and proper PPE, and all work follows applicable federal, state and local safety requirements.
- General Liability of at least $1,000,000 bodily injury and $1,000,000 property damage, plus workers' compensation and motor vehicle liability, with proof provided before contract execution.
- Full responsibility for any damage our crews cause to City, customer or third-party facilities, and indemnification of the City as required.
- Compliance with Executive Order 11246, the nondiscrimination clauses, 49 CFR Part 26 (DBE) and the related civil rights acts, with an Affirmative Action Plan submitted before contract approval.
- Subcontractors **WILL NOT** will not be utilized.

Thank you for considering our bid. We look forward to helping the City of Garden City keep its electric system safe and reliable.

Respectfully submitted,

**Serghei Busmachiu**

*CEO / Utilities One, Inc.*

## BID SHEET & CERTIFICATION

The City of Garden City is seeking competitive sealed bids for Wood Utility Pole Inspection in 2024 and 2025. The City of Garden City desires to engage with a qualified Contractor for this project.

**Qty. Description**

**(1)**- 2,821 Wood utility poles to be inspected within six (6) weeks in 2027. (Districts 1 & 2)

**2027 unit cost per pole:** $45.56

**(2)**-2,108 Wood utility poles to be inspected within six (6) weeks in 2028. (Districts 3 & 4)

**2028 unit cost per pole:** $45.56

**(3)**-2,095 Wood utility poles to be inspected within six (6) weeks in 2029. (Districts 5 & 6)

**2029 unit cost per pole:** $45.56

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: Utilities One Inc

Company Address: 300 W Somerdale Rd, Suite 5E, Voorhees Township NJ 08043

Taxpayer Identification Number (T.I.N.): 834054255

Telephone No. (201) 308-8253 Fax No. (201)753-1322

Email Address: powerbids@utilitiesone.com

Print Name: Serghei Busmachiu-CEO

Signature:

Utilities One Group

300 W Somerdale Rd, Suite 5E, Voorhees Township, NJ 08043 | powerbids@utilitiesone.com

## Pricing Schedule – Wood Utility Pole Inspection, 2027–2029

City of Garden City, Kansas – Electric Division

Utilities One, Inc. submits the following pricing for the inspection of the City's wood utility poles.

| Item | Service | Unit | Price | Est. Pole Count | Est. Total |
|---|---|---|---|---|---|
| A | Full inspection — poles 10 years or older; includes visual inspection, Resistograph drilling (2 ground-level drills with 1/8-inch bit at 45 degrees, second point 90 degrees from first), sounding, condition assessment, GPS, and full-length photo | pole | $40 | 5,000 | $200,000.00 |
| B | Visual inspection — poles newer than 10 years; includes condition assessment, GPS location, and photo with pole number | pole | $15 | 2,000 | $30,000.00 |
| C | Pole numbering — install number at 10 ft above ground with two owner-provided screws; existing compliant numbers remain in place | pole | $15 | 6,000 | $90,000.00 |
| D | Record pole data — manufacturer year/type, height, and class | pole | Included | | |
| E | Insect damage / infestation assessment | pole | Included | | |
| F | Rot, decay, splits, and cracks assessment | pole | Included | | |
| G | Sounding — minimum 10 hammer strikes at ground level in at least 4 locations and as high as reachable from ground | pole | Included | | |
| H | Joint-use / other utility attachment inventory | pole | Included | | |
| I | Right-of-Way condition notes — trees and brush near pole | pole | Included | | |
| J | Fire, collision, vandalism, and other structural damage assessment | pole | Included | | |
| K | Rejected pole marking — one red tag installed 5 ft above ground | pole | Included | | |
| L | Priority rejected pole marking — two red tags installed 5 ft above ground | pole | Included | | |
| M | Weekly inspection update report | week | Included | | |
| N | Immediate-danger notification to designated point of contact | notification | Included | | |
| O | ESRI ArcGIS-compatible electronic inspection data | project | Included | | |
| P | Final report — paper copy and one electronic file | project | Included | | |
| | **Total** | | | | **$320,013.44** |

300 W Somerdale, Suite 5E, Voorhees, NJ 08043
Telephone / Facsimile: +1 201-308-8253

**Relevant Project Experience**

**Outdoor Resorts on Long Key | Layton, Florida**

Project Location: Layton, FL
Types of Work: Underground Primary Electrical Rehabilitation and Emergency Response
Project Narrative: For the Outdoor Resorts on Long Key project in Layton, FL, we performed underground electrical rehabilitation. The scope included removing aged primary wiring, installing new primary cables, connecting multiple splice boxes, completing precise splicing work, and installing elbows into transformers. We also worked alongside Florida Keys Electric Cooperative (FKEC) to relocate the primary line from their existing pole outside the property to the newly designated poles they provided. In addition, we assisted the client with an emergency outage response, helping ensure rapid restoration and more reliable electrical infrastructure
Start date/ End date 01/25-06/2025
Total $ project amount $60k-$75K
Reference Contact:
Aaron Suarez - Property Manager
M: 305-664-4860 ext# 1
E: aaron@orlk.org

300 W Somerdale, Suite 5E, Voorhees, NJ 08043
Telephone / Facsimile: +1 201-308-8253

**Florida Power & Light | Transformer Change-Out Program**

Types of Work: Transformer change out program.
Project Narrative: A transformer change-out program essentially involves replacing or upgrading existing transformers in an electrical grid. This process is often undertaken to improve efficiency, increase capacity, or modernize aging equipment.
Start date/ End date 07/21/2022-1/21/2024
Total $ project amount $ 11.752.000
Reference Contact:
Josh Baldridge - Project Manager
M: 317-518-2914
E: Joshua.baldridge@nexteraenergy.com

**NextEra | BESS and Thermal Energy Storage System Pilot Projects**

Project Location: Florida
Types of Work: EPC construction services, civil/site work, underground electrical infrastructure, concrete foundations, equipment installation, medium-voltage electrical work, battery energy storage system (BESS) installation, thermal energy storage system (TESS) installation, testing and commissioning support. Project Narrative: Utilities One is serving as the EPC contractor for NextEra's Battery Energy Storage System (BESS) and Thermal Energy Storage System (TESS) pilot project in Riviera Beach, FL. The scope includes civil, electrical, and mechanical construction, including site preparation, underground utility installation, concrete foundations, equipment setting, electrical interconnections, and integration of battery and thermal energy storage systems. The project is designed to support NextEra's evaluation of advanced energy storage technologies to improve grid reliability, resiliency, and renewable energy integration.
Start date: Sept of 2025
Total $ project amount $500k-$750k
Reference Contact:
Mitchell Thiem - Project Manager
M: 317-493-9822
E: Mitchell.thiem@nexteraenergy.com

Utilities One
300 W Somerdale, Suite 5E, Voorhees, NJ 08043
Telephone / Facsimile: +1 201-308-8253

**Florida Power & Light | Feeder Hardening Project**

Project Location: Florida
Types of Work: FEEDER HARDENING PROJECT
Project Narrative:
This hardening project would make the feeder lines stronger and more resilient against all weather, physical damage, or other disruptions. This can involve upgrading the materials used in the lines, improving insulation, adding redundancy, or even changing the layout to make the system less vulnerable to outages.
Start date/ End date 05/13/2022-07/25/2024
Total $ project amount $ 9.332.000
Reference Contact:
Director of Construction - Michael Porter
M: 386-212-7695
E: michael.b.porter@fpl.com

**Florida Power & Light | High-Voltage Switch Cabinet Change-Out**

Project Location: Florida
Types of Work: High-voltage switch cabinet change-out
Project Narrative: it is structured approach to replacing or upgrading high-voltage switchgear cabinets. These cabinets contain the switching equipment that controls, protects, and isolates electrical circuits in a power distribution system.
This program would involve assessing the existing switch cabinets, planning out the replacement schedule, and then methodically swapping out the old equipment for new, more modern or more reliable units
Start date/ End date 04/17/2023-11/25/2024
Total $ project amount $ 15.447.000
Reference Contact:
Director of Construction – Michael Porter
M: 386-212-7695
E: michael.b.porter@fpl.com

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/09/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: R Chin |
|---|---|
| Jersey Shore Insurance Agency<br>325 E. Jimmie Leeds Road, #61-158<br>Galloway NJ 08225 | PHONE (A/C, No, Ext): 732.551.8540 FAX (A/C, No):<br>E-MAIL ADDRESS: rchin@jerseyshoreins.com |

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A : | Admiral Insurance Company | 24856 |
| INSURER B : | Liberty Mutual Insurance | 23043 |
| INSURER C : | Starstone National Insurance Company, Inc | 25496 |
| INSURER D : | Hiscox Insurance Company | 10200 |
| INSURER E : | Arch Specialty Insurance Company | 11150 |
| INSURER F : | Everest National Insurance Company | 10120 |

INSURED: Utilities One, Inc, 300 W. Somerdale Road, Voorhees, NJ 08043

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS-MADE ☒ OCCUR<br>X Inland Marine<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☒ PRO-JECT ☐ LOC<br>☐ OTHER: | Y | Y | CA000051706-02 | 01/24/2026 | 01/24/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Inland Marine | $ 2,000,000<br>$ 100,000<br>$ 10,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000<br>$ 1,000,000 |
| F | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>X HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY | Y | Y | CF4CA01781-251 | 06/27/2026 | 06/27/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Comp/Coll Deductible | $ 1,000,000<br>$<br>$<br>$<br>$ 100/$1,000 |
| C | X UMBRELLA LIAB ☒ OCCUR<br>☐ EXCESS LIAB ☐ CLAIMS-MADE<br>X DED ☐ RETENTION $ | Y | Y | CSX00316259P-00 | 01/24/2026 | 01/24/2027 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) Y/N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | WC5-33S-B260G0-014 | 10/11/2026 | 10/11/2027 | X PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| D | Professional Liability/Pollution Crime / Employee Dishonesty | Y | Y | PF01777a24 / UC15509018 | 01/08/2026 | 01/08/2027 | Each Claim<br>Agg, Limit<br>Crime Limit | $5,000,000<br>$5,000,000<br>$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| E | Cyber Coverage | Y | Y | C-4LPY-095688-CYBER2025 | 01/08/2026 | 01/08/2027 | Agg, Limit | $5,000,000 |
| C | Builders Risk/Property | Y | Y | CPS8175870 | 03/23/2026 | 03/23/2027 | Policy Limit | $1,000,000 |

* Certificate holder is listed as additional insured (blanket additional insured applies)
* Waiver of subrogation and Primary non-contributory in favor of the certificate holder apply
* 30 day written notice of cancellation to certificate holder prior to cancellation apply.
* Excess/Umbrella Liability policy follows form to General Liability, Auto Liability, and/or Employers Liability Policies.

**CERTIFICATE HOLDER**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ryan Chin

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GARDEN CITY
KANSAS

**MEMORANDUM**

**TO:** City Commission
**THRU:** Matthew C. Allen, City Manager
**FROM:** Eidy A. Flores, Assistant City Clerk
**DATE:** November 17, 2026
**RE:** 2027 CMB License

---

**ISSUE:**
The Governing Body is asked to consider and approve the 2027 Cereal Malt Beverage Licenses.

**BACKGROUND:**

**ALTERNATIVES:**
1. The Governing Body may approve the licenses as presented.
2. The Governing Body may deny the licenses.

**RECOMMENDATION:**
Staff recommends the Governing Body approve the licenses as presented.

**FISCAL NOTE:**
Fee for an Off Premise Cereal Malt Beverage License is $50.00.

**ATTACHMENTS:**
2027 CMB Licenses Store List

# 2027 CMB Licenses

November 24, 2026

1. Walgreens #07972
2. Maverik #781
3. Walmart Neighborhood Market #4625
4. Walmart Neighborhood Market #4625 Fuel
5. Walmart Supercenter #0652
6. Sam's Club #4791
7. Casey's General Store
8. Casey's General Store (New Store)
9. Corner Market 102
10. Corner Market 116
11. Dillons #5 (Kroger)
12. Dillons #60 (Kroger)
13. Food Mart #3
14. Fulton Convenience Store
15. Cigarette Outlet #102
16. U Pump It #203
17. U Pump It #207
18. U Pump It #212
19. U Pump It #216
20. U Pump It #217
21. Target Store T-0906

GARDEN CITY
KANSAS

**MEMORANDUM**

**TO:** City Commission
**THRU:** Matthew C. Allen, City Manager
**FROM:** Trent Maxwell, Neighborhood & Development Services Director
**DATE:** December 1, 2026
**RE:** Contractor Licenses - December 01, 2026.

---

**ISSUE:**
The Governing Body is asked to consider and approve the contractor licenses for December 01, 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.

**RECOMMENDATION:**
Staff recommends the Governing Body approve the contractor licenses as presented.

**FISCAL NOTE:**
None.

**ATTACHMENTS:**
Contractor License December 01, 2026

# CONTRACTOR LICENSE AGENDA
# December 01, 2026

## 2026 NEW

**Class B BUILDING CONTRACTOR**
GalvStruct Buildings

**CLASS C RESIDENTIAL CONTRACTOR**
IWP Foundation Repair

## 2027 NEW

**Class B BUILDING CONTRACTOR**
GalvStruct Buildings

## 2026 RENEWAL

**CLASS E-SOC SPECIALIZED OTHER CONTRACTOR**
Junior Concrete (Flatwork)

## 2027 RENEWAL

**CLASS A GENERAL CONTRACTOR**
Crew2 Inc.
Garcia Construction
Zimmerman Properties Construction, LLC

**CLASS B BUILDING CONTRACTOR**
Brak-Hard Concrete Construction Co., LLC
Premier Housing, Inc.
RJ's Plumbing & General Contracting, Inc
The Southard Corporation
Travers Construction, Inc.

**CLASS C RESIDENTIAL CONTRACTOR**
IWP Foundation Repair

**CLASS D-CO CONCRETE CONTRACTOR**
S&A Construction

**CLASS D-E ELECTRICAL CONTRACTOR**
Kansas Electric
Workman Electric

**CLASS D-M MECHANICAL CONTRACTOR**
American Boiler Services, Inc.
Wuthnow Htg & Air, Inc.

**CLASS D-P PLUMBING WITH GAS CONTRACTOR**
RJ's General Plumbing & General Contracting, Inc.

**CLASS E-SOC SPECIALIZED OTHER CONTRACTOR**
AS Construction (Flatwork)
Dreiling Construction, LLC (Excavation)
DynaGrid Construction Group, LLC (Concrete Foundations)
DynaGrid Construction Group, LLC (Excavation)
Junior Concrete (Flatwork)
Nuckles Tree Care (Arborist)

**CLASS L LIMITED CONTRACTOR**
RJ's Plumbing & General Contracting, Inc. (Backflow Tester)

GARDEN CITY
KANSAS

**MEMORANDUM**

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

---

**ISSUE:**
Presentation of the November 10, 2026 Zoo Advisory Board minutes.

**BACKGROUND:**
Attached are the November 10, 2026 Zoo Advisory Board minutes.

**ALTERNATIVES:**
None

**RECOMMENDATION:**
None

**FISCAL NOTE:**
None

**ATTACHMENTS:**
ZAB Minutes Nov 26

Zoo Advisory Board
Minutes of Meeting Held
Tuesday, November 10, 2026

Members Present: Susan Rojas, Randy Baker, Stephanie Haug
Members Absent: James McGowan, Addyson Bjurstrom, Joseph Conner, Kelsey Kreyer
Others Present: Kristi Newland, Donna Wohler, Daunte Thompson

There was not a quorum, so an official meeting did not take place.

I. New Business
   a. **Picture of the Month** – Ten employees submitted pictures of LRZ animals, and the Board chose Lead Keeper Victoria Ortiz's photo of a Fennec fox. The photo will be displayed on social media.
   b. **Proposed Changes to Zoo Hours** – Kristi went over the proposal to change Zoo hours, which will be presented at the next City Commission meeting. Following a City employee engagement survey, attendance data were reviewed to address the negative impact of the extended-hours schedule on keeper morale. Proposed hours would shorten extended hours Monday to Friday to close at 5:00, but on weekends, the Zoo would remain open until 7:00 pm. During regular hours (from the day after Labor Day until March 31), the Zoo would open at 9:00 am instead of 8:00 am. This allows for a more thorough safety check of the zoo before opening to the public.

II. Director Reports
   a. **Zoo Monthly Report** – Kristi went over highlights from October's report.
   b. **FOLRZ Report** –

III. Board Member Reports –

The next scheduled meeting is December 8 at 5:30 p.m.

GARDEN CITY
KANSAS

**MEMORANDUM**

**TO:** City Commission
**THRU:** Matthew C. Allen, City Manager
**FROM:** Trent Maxwell, Neighborhood & Development Director
**DATE:** December 1, 2026
**RE:** Presentation of the October 15, 2026, and October 19, 2026, Holcomb-Garden City-Finney County Area Wide Planning Commission Minutes

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**ISSUE:**
Presentation of the October 15, 2026, and October 19, 2026, Holcomb-Garden City-Finney County Area Wide Planning Commission Minutes

**BACKGROUND:**
Attached are the minutes of the October 15, 2026, and October 19, 2026, Holcomb-Garden City-Finney County Area Wide Planning Commission meeting.

**ALTERNATIVES:**
None.

**RECOMMENDATION:**
None.

**FISCAL NOTE:**
None.

**ATTACHMENTS:**
Planning Commission Minutes-October 15, 2026
Planning Commission Minutes-October 19, 2026

**MINUTES**

**HOLCOMB - GARDEN CITY - FINNEY COUNTY AREA PLANNING COMMISSION**

October 15, 2026

The Holcomb-Garden City-Finney County Area Wide Planning Commission scheduled a Public Hearing at 9:00 a.m. Thursday, October 15, 2026, in the City Commission Chambers at the City of Garden City Administrative Center located at 301 N 8th Street, Garden City, Kansas.

## 1. CALL TO ORDER

*Chair Anliker* called to order the Area Wide Planning Commission meeting at 9:00 a.m. The following Commission members were present: *Vice-Chair Dick, Member Griffin, Member Hands, Member Ortiz, and Member Rupp*. Also present were Staff Thompson, Staff Rivera, and Staff Jarmer.

## 2. APPROVAL OF MINUTES – September 17, 2026

*Member Hands* made a motion to approve the minutes from September 17, 2026. Member Rupp seconded the motion.

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

| Anliker | Crist | Dick | Griffin | Hands | Vacant | Ortiz | Vacant | Rupp |
|---|---|---|---|---|---|---|---|---|
| Yea | Not Present | Yea | Yea | Yea | N/A | Yea | N/A | Yea |

Motion passed.

## 3. PUBLIC COMMENT- Agenda Schedule Allowance: 30 minutes (5 minutes per spokesperson) for items not on the agenda.

OPEN PUBLIC COMMENT
CLOSED PUBLIC COMMENT

## 4. GENERAL STAFF REPORT AND UPDATE

*Staff Thompson* presented the General Staff Report, copies of which are available through the Neighborhood & Development Services office.

## 5. SUBMITTAL OF EXHIBITS FOR THE RECORD

a. **Finney County Zoning Regulations, Garden City Zoning Regulations and City of Holcomb Zoning Regulations all as amended.**
b. **Finney County, City of Garden City, and City of Holcomb Subdivision Regulations all as amended**
c. **Finney County, City of Garden City, and City of Holcomb Comprehensive Plans all as amended**
d. **All Visual Aid Presentations with Aerial Maps, Site Plans, and Plats**
e. **All application files in their entirety including Staff Reports**

## 6. NEW BUSINESS

**FC2026-44:** Tyler Algrim has filed an application for a rezone from "A" Agricultural District and "R-R" Rural Residential District for the property generally located at 4725 N Clifton Rd., Finney County, Kansas.

*Staff Jarmer*- Presented Staff Report.

*OPEN PUBLIC HEARING*

*CLOSE PUBLIC HEARING*

*Vice-Chair Dick*- Is this a separate parcel? Is it an island?

*Staff Jarmer*- It's not. It has access. On the plot, we usually don't upload the plots with the rezonings, but to the west side of where that lot is there is an access. It's meant from that, from Clifton Road or Boulder Road, I think. But I think that's a private drive.

*Member Hands*- And to clarify on that, that 7.35-acre lot is where they're requesting where the house is going to go on that smaller section, or I guess where it would go?

*Staff Jarmer*- It's the highlighted area.

*Member Hands*-Oh, the whole thing versus the one on the bottom. I'm just trying to figure out which one is 7.35 acres versus the 12.3 acres.

*Chair Anliker*- 7.35 is the top one.

*Member Hands*-Okay. The other thing is, page 14 lists the permit. So, is that a conditional permit because the rezoning has to happen before construction begins?

*Staff Jarmer*- Sorry, I'm not aware of what page you're talking about.

*Member Hands*-Sorry, page 14 showed the RC26-000107 for the 500,000-new single-family home. So, is that a conditional permit once it gets rezoned, the building starts?

*Staff Jarmer*- Correct.

Any other questions or discussions? If not, I'll call for a motion.

*VICE-CHAIR DICK*-MADE A MOTION TO RECOMMEND APPROVAL OF THE REZONE FROM "A" AGRICULTURAL DISTRICT "R-R" RURAL RESIDENTIAL DISTRICT PER STAFF RECOMMENDATION ALTERNATIVE ONE. *MEMBER RUPP* SECONDED THE MOTION.

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

| Anliker | Crist | Dick | Griffin | Hands | Vacant | Ortiz | Vacant | Rupp |
|---|---|---|---|---|---|---|---|---|
| Yea | Not Present | Yea | Yea | Yea | N/A | Yea | N/A | Yea |

Motion passed.

**IUGA2026-37:** Stephanie Stewart has filed an application for a rezone from "A" Agricultural District to "R-R" Rural Residential District for the property generally located at 5183 E Highway 50, Finney County, Kansas.

*Staff Rivera*- Presented Staff Report.

*OPEN PUBLIC HEARING*
*CLOSE PUBLIC HEARING*

*MEMBER RUPP* MADE A MOTION TO RECOMMEND APPROVAL OF THE REZONE FROM "A" AGRICULTURAL DISTRICT TO "R-R" RURAL RESIDENTIAL DISTRICT PER STAFF RECOMMENDATION ALTERNATIVE ONE. *MEMBER HANDS* SECONDED THE MOTION.

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

| Anliker | Crist | Dick | Griffin | Hands | Vacant | Ortiz | Vacant | Rupp |
|---|---|---|---|---|---|---|---|---|
| Yea | Not Present | Yea | Yea | Yea | N/A | Yea | N/A | Yea |

Motion passed.

**GC2026-39:** Pro Stake Surveying has filed an application for the Flores Addition parcel plat on behalf of Infinity Enterprises, LLC. The property is generally located at 2516 N. B Street, Garden City, Kansas.

*Staff Rivera*- Presented Staff Report.

*MEMBER GRIFFIN* MADE A MOTION TO RECOMMEND APPROVAL OF THE FLORES ADDITION PARCEL PLAT PER STAFF RECOMMENDATION ALTERNATIVE ONE. *VICE-CHAIR DICK* SECONDED THE MOTION.

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

| Anliker | Crist | Dick | Griffin | Hands | Vacant | Ortiz | Vacant | Rupp |
|---|---|---|---|---|---|---|---|---|
| Yea | Not Present | Yea | Yea | Yea | N/A | Yea | N/A | Yea |

Motion passed.

**7. REPORT OF THE PLANNING SECRETARY**

*Staff Thompson*-Reminded Board Members of the Special Planning Commission meeting on October 19, 2026.

**8. PLANNING COMMISSION REPORTS**

No reports.

**9. ADJOURN**

*Vice-Chair Dick made a motion to adjourn. Member Griffin seconded the motion. Votes were taken by yeas and nays and recorded as follows:*

| Anliker | Crist | Dick | Griffin | Hands | Vacant | Ortiz | Vacant | Rupp |
|---|---|---|---|---|---|---|---|---|
| Yea | Not Present | Yea | Yea | Yea | N/A | Yea | N/A | Yea |

Motion passed.

*The meeting was adjourned at 9:12 A.M.*

Trent Maxwell — Secretary
Aleecya Charles
Daunte Thompson
Angela Rivera

Jeana Anliker — Chair
Shannon Dick — Vice-Chair

**MINUTES**

**HOLCOMB - GARDEN CITY - FINNEY COUNTY AREA PLANNING COMMISSION**

October 19, 2026

The Holcomb-Garden City-Finney County Area Wide Planning Commission scheduled a Public Hearing at 9:00 a.m. Monday, October 19, 2026, in the City Commission Chambers at the City of Garden City Administrative Center located at 301 N 8th Street, Garden City, Kansas.

## 1. CALL TO ORDER

*Vice-Chair Dick* called to order the Area Wide Planning Commission meeting at 9:00 a.m. The following Commission members were present: *Member Crist, Member Griffin, Member Hands, Member Ortiz, and Member Rupp*. Also present were Staff Charles and Staff Rivera.

## 2. PUBLIC COMMENT- Agenda Schedule Allowance: 30 minutes (5 minutes per spokesperson) for items not on the agenda.

OPEN PUBLIC COMMENT
CLOSED PUBLIC COMMENT

## 3. GENERAL STAFF REPORT AND UPDATE

*Staff Thompson* presented the General Staff Report, copies of which are available through the Neighborhood & Development Services office.

## 4. SUBMITTAL OF EXHIBITS FOR THE RECORD

a. **Finney County Zoning Regulations, Garden City Zoning Regulations and City of Holcomb Zoning Regulations all as amended.**
b. **Finney County, City of Garden City, and City of Holcomb Subdivision Regulations all as amended**
c. **Finney County, City of Garden City, and City of Holcomb Comprehensive Plans all as amended**
d. **All Visual Aid Presentations with Aerial Maps, Site Plans, and Plats**
e. **All application files in their entirety including Staff Reports**

## 5. NEW BUSINESS

**GC2026-38:** American Warrior Construction, has filed an application for a rezone from "R-3" Multiple Family Residential District to "I-2" Medium Industrial District for the property generally located at 1600 Block of W. Joe McGraw Street, Garden City, Kansas.

*Staff Charles*- Presented Staff Report.

*OPEN PUBLIC HEARING*
*CLOSE PUBLIC HEARING*

*Member Crist*-Excuse me, just as a person of curiosity question, not being familiar with the manufacturing process, will this be like a lay-down yard, or are you going to build a building there?

Tim Reese, Member of TexoCan Old Field Services, Applicant Representative- Initially, we're going to have to do a little dirt work. We'll initially have it as a lay-down yard. Future plans that we're working through right now would be to add more manufacturing space for us.

*Member Rupp*- I have a question on the fence. I mean, I know a fence is required, but if you start doing manufacturing stuff, will you have a concrete fence or a block fence or something up? I'm thinking about the noise barrier between the residential area's backyards. So, is that too far down the road even consider?

*Tim Reese-* Yes, I would say, like, with our manufacturing process and the fact that we're welding and all that, we have to, for the most part, keep all our doors shut at all times because if we get wind or anything like that into the facility, that messes up our welding gas, causes porosity, and so it's a pretty shut-in kind of building. It wouldn't be like a lean-to or something like that where that noise is going to escape a whole lot. We'll only have the doors open when we would build a building, when we're pulling stuff in and out of that process.

*Member Rupp-*And no nighttime activity with lights?

*Tim Reese-*No. The future plan would be with that facility, if we put one in, would be from 6 a.m. to 5 p.m. would be our standard working hours.

*Vice-Chair Dick-* I'll take a motion, unless there's more discussion.

*MEMBER ORTIZ* MADE A MOTION TO RECOMMEND APPROVAL OF THE REZONE FROM "R-3" MULTIPLE FAMILY REIDENTIAL TO "I-2" MEDIUM INDUSTRIAL DISTRICT PER STAFF RECOMMENDATION ALTERNATIVE ONE. *MEMBER CRIST* SECONDED THE MOTION.

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

| Anliker | Crist | Dick | Griffin | Hands | Vacant | Ortiz | Vacant | Rupp |
|---|---|---|---|---|---|---|---|---|
| Not Present | Yea | Yea | Yea | Yea | N/A | Yea | N/A | Yea |

Motion passed.

**6. ADJOURN**

*Member Crist made a motion to adjourn. Member Hands seconded the motion. Votes were taken by yeas and nays and recorded as follows:*

| Anliker | Crist | Dick | Griffin | Hands | Vacant | Ortiz | Vacant | Rupp |
|---|---|---|---|---|---|---|---|---|
| Not Present | Yea | Yea | Yea | Yea | N/A | Yea | N/A | Yea |

Motion passed.

*The meeting was adjourned at 9:06 A.M.*

Trent Maxwell — Secretary
Aleecya Charles
Daunte Thompson
Angela Rivera

Jeana Anliker — Chair
Shannon Dick — Vice-Chair